



**PUBLIC NOTICE
TOWN OF LAKE PARK
Hybrid Commission Meeting
Via Zoom and In-Person
Wednesday, July 1, 2020 6:30 P.M.
Commission Chamber, Town Hall
535 Park Avenue, Lake Park, Florida 33403**

PURSUANT TO THE AUTHORITY CONTAINED GOVERNOR DESANTIS' EXECUTIVE ORDER NUMBER 20-69, THE TOWN OF LAKE PARK TOWN COMMISSION WILL BE UTILIZING COMMUNICATION MEDIA TECHNOLOGY AS PROVIDED IN SECTION 120.54(5)(b)2. FLORIDA STATUTE.

THE TOWN OF LAKE PARK WILL CONDUCT A REGULAR COMMISSION MEETING IN THE COMMISSION CHAMBER OF TOWN HALL, 535 PARK AVENUE, LAKE PARK, FLORIDA 33403 AND UTILIZING COMMUNICATION MEDIA TECHNOLOGY DUE TO GOVERNOR DESANTIS' EXECUTIVE ORDER 20-69 ON WEDNESDAY, JULY 1, 2020 AT 6:30 P.M. AND PUBLIC PARTICIPATION WILL OCCUR IN PERSON OR BY USING COMMUNICATION MEDIA TECHNOLOGY.

The meeting agenda packet can be found on the Town's website at www.lakeparkflorida.gov

Public comment must be submitted 24-hour in advance of the meeting to the Town Clerk at townclerk@lakeparkflorida.gov.

Members of the public that wish to participate may do so either in person or by joining Zoom from your computer, tablet or smartphone via - Join Zoom Meeting

<https://us02web.zoom.us/j/86977129819?pwd=Vm5FNm8zNTFKVmViOGIuOktGWHo5Zz09>

Meeting ID: 869 7712 9819

Password: 182934

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 869 7712 9819

Password: 182934

Find your local number: <https://us02web.zoom.us/j/kdc47jJ34L>

(A) On March 20, 2020, Governor Ron DeSantis issued Executive Order 20-69, “Emergency Management – COVID-19 Local Government Public Meetings”, and

(B) Pursuant to Executive Order 20-69, the physical quorum and location requirements for public meetings are suspended, and the Town of Lake Park is authorized to hold public meetings Section 120.54(5)(b)2, Florida Statute (see below).

(C) The Town of Lake Park, Florida has implemented protocol for public meetings utilizing Communication Media Technology sited above.

The public may access the meeting by the methods prescribed above and provide public comment by submitting same to the Town Clerk at townclerk@lakeparkflorida.gov. For additional information, please contact the Town Clerk at 561-881-3311.

In accordance with the Americans with Disabilities Act (“ADA”), persons with disabilities requiring accommodations in order to participate in this public meeting should contact the Town Clerk’s Office at (561) 881-3311 no later than three (3) business days prior to such meeting.

Vivian Mendez, MMC
Town Clerk

Anyone wishing to appeal any decision made by the Lake Park Town Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

Posted: June 26, 2020

120.54(5)(b)2, Florida Statute.

2. Uniform rules for use by each state agency that provide procedures for conducting public meetings, hearings, and workshops, and for taking evidence, testimony, and argument at such public meetings, hearings, and workshops, in person and by means of communications media technology. The rules shall provide that all evidence, testimony, and argument presented shall be afforded equal consideration, regardless of the method of communication. If a public meeting, hearing, or workshop is to be conducted by means of communications media technology, or if attendance may be provided by such means, the notice shall so state. The notice for public meetings, hearings, and workshops utilizing communications media technology shall state how persons interested in attending may do so and shall name

locations, if any, where communications media technology facilities will be available. Nothing in this paragraph shall be construed to diminish the right to inspect public records under chapter 119. Limiting points of access to public meetings, hearings, and workshops subject to the provisions of s. 286.011 to places not normally open to the public shall be presumed to violate the right of access of the public, and any official action taken under such circumstances is void and of no effect. Other laws relating to public meetings, hearings, and workshops, including penal and remedial provisions, shall apply to public meetings, hearings, and workshops conducted by means of communications media technology, and shall be liberally construed in their application to such public meetings, hearings, and workshops. As used in this subparagraph, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.



TOWN OF LAKE PARK
PUBLIC COMMENT SHEET

MEETING DATE: WEDNESDAY, JULY 1, 2020
HYBRID COMMISSION MEETING
VIA ZOOM AND IN-PERSON
6:30 P.M. COMMISSION CHAMBER, TOWN HALL
535 PARK AVENUE, LAKE PARK, FLORIDA 33403

Instructions: *Please complete this sheet, including your name and address; once the sheet has been completed, and hand to the Town Clerk at the meeting, or place in the Dropbox outside of Town Hall, or email it to the Town Clerk at townclerk@lakeparkflorida.gov. The comments will be read into the record during the public comment portion of the meeting.*

Sheets must be received 24-hours in advance of the meeting.

Speakers are given 3 minutes

Name: _____

Address: _____

If you are interested in receiving Town information through Email, please

provide your E-mail address: _____

I would like to make comments on the following:



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Hybrid Commission Meeting
Via Zoom and In-Person

Wednesday, July 1, 2020, 6:30 P.M.

Commission Chamber, Town Hall

535 Park Avenue, Lake Park, Florida 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

PURSUANT TO THE AUTHORITY CONTAINED GOVERNOR DESANTIS' EXECUTIVE ORDER NUMBER 20-69, THE TOWN OF LAKE PARK TOWN COMMISSION WILL BE UTILIZING COMMUNICATION MEDIA TECHNOLOGY AS PROVIDED IN SECTION 120.54(5)(b)2. FLORIDA STATUTE.

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. **CALL TO ORDER/ROLL CALL:**

B. **PLEDGE OF ALLEGIANCE:**

C. **SPECIAL PRESENTATION/REPORT:**

1. **Marina Public-Private (P3) Partnership Request for Qualifications- Presentations by Offerors.**

Tab 1

- Fox Rothschild
- Marine Business Advisors
- Strategic Development Initiatives - SDI

D. PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

2. June 17, 2020 Commission Workshop Minutes. Tab 2

3. June 17, 2020 Regular Commission Meeting Minutes. Tab 3

4. Resolution 46-07-20 Supporting the Development of a Commercial Kitchen and The Filing of an Application for Grant Funding to the U.S. Department of Commerce, Economic Development Administration. Tab 4

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

5. Ordinance No. 06-2020 Rezoning of Eight Properties Located on the East Side of Prosperity Farms Road. Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING EIGHT PROPERTIES LOCATED ON THE EAST SIDE OF PROSPERITY FARMS ROAD, LEGALLY DESCRIBED IN EXHIBIT "A", AND SHOWN IN FIGURE 1 FROM R-3 RESIDENCE TO C-IB NEIGHBORHOOD COMMERCIAL AND AMENDING THE OFFICIAL ZONING MAP TO REFLECT THE REZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Ordinance No. 07-2020 Amending Section 70-103 of Chapter 70 Pertaining to Temporary Signs. Tab 6

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103 OF CHAPTER 70 PERTAINING TO TEMPORARY SIGNS; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

None

H. **NEW BUSINESS:**
7. Resolution 45-07-20 Authorizing a Temporary Amendment to the Town's Section 125 Cafeteria Plan to Allow Employees to make a Mid-Year Election Change to their Flexible Spending Accounts. Tab 6

I. **PUBLIC COMMENT:**
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

J. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

K. **REQUEST FOR FUTURE AGENDA ITEMS:**

L. **ADJOURNMENT:**

Next Scheduled Regular Commission Meeting will be held on July 15, 2020

Special Presentations /Reports

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 1, 2020

Agenda Item No.

Agenda Title: Marina Public-Private (P3) Partnership Request for Qualifications – Presentations by Offerors.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON FIRST READING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* **Date:** 6-24-2020

Nadia Di Tommaso/Community Development Director *[Signature]*
Name/Title

<p>Originating Department:</p> <p style="text-align: center;">Community Development</p>	<p>Costs: \$ RFQ Proposal Advertising Costs - Contract has not yet been awarded</p> <p>Funding Source: #106-48100 (Town Clerk Advertising)</p> <p>Acct. # <u><i>[Signature]</i></u></p> <p><input type="checkbox"/> Finance</p>	<p>Attachments:</p> <ul style="list-style-type: none"> → RFQ Packet; Addendum and Advertisement for RFQ #105-2020 → Three Offeror Packets - Fox Rothschild LLC; Marine Business Advisors; and Strategic Development Initiatives, Inc. (SDI) → Evaluation Committee Meeting Minutes and Scoring Tables → PBC Interlocal Agreement
<p>Advertised:</p> <p>Date: <i>02/02/2020</i> for re-Bid #105-2020</p> <p>Paper: Palm Beach Post</p> <p><input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>or</p> <p>Not applicable in this case <u><i>ND</i></u></p> <p>Please initial one.</p>

Summary Explanation/Background:

A brief discussion on the update of the RFQ process was provided to the Town Commission at the May 20, 2020 virtual public meeting. At that meeting, the Town Commission requested that the three Offerors provide individual presentations at the July 1, 2020 meeting. On May 22, 2020, the Town Clerk provided the Commission with copies of the three submittals along with the scoring charts used by the Evaluation Committee at their virtual evaluation meeting of April 20, 2020 for review prior to the presentations being provided this evening.

As the Town Commission may recall, throughout 2019, the Commission held discussions on the pending Interlocal Agreement with Palm Beach County for the parking lot areas located on the northeast corner of US-1 and Silver Beach Road. Visioning workshops were also held to discuss the overall vision for the entire Marina Area. The last workshop was held on August 28, 2019. The workshops discussed the need to proceed with a P3 solicitation process. In addition, the Palm Beach County Board of County Commissioners granted an extension to the Town in August 2019 so that the Town could pursue a solicitation process and hire a P3 consultant to provide professional guidance and expertise as it relates to the following consultant services: *"Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL"*. Palm Beach County granted a 12-month extension to the Town to fulfill its obligations. The extension expires August 7, 2020.

Since the Town's purchasing policy was being revised in late-2019 and was only adopted on November 20, 2019, Staff was advised that we should wait for the final adoption of this Ordinance prior to pursuing the P3 RFQ. Consequently, the RFQ (#111-2019) was first advertised on December 10, 2019. The bid opening was held on January 13, 2020 and the evaluation committee meeting was held on January 21, 2020. Following this meeting, it was determined by the Town Manager that all responses would be rejected for the following reasons:

- ➔ in an effort to refine our RFQ packet to ensure the pricing expectations are made clear in that the costs should be all-inclusive pursuant to the services needed and being offered to complete the process; and
- ➔ to add some provisions in the solicitation packet to reinforce the need for portfolio examples to be highly descriptive; and
- ➔ to reinforce that publicly-owned Marina type P3 experience is preferred; and
- ➔ to include the Community Development Department in the RFQ document itself for communication purposes

Subsequently, a second RFQ (#105-2020) that included some additional details was advertised on February 2, 2020. Mandatory informational meetings were also held to provide additional emphasis and answer questions. The (virtual) Evaluation Committee meeting was held on Monday, April 20. The three offerors were evaluated: *Fox Rothschild LLC; Marine Business Advisors; and Strategic Development Initiatives, Inc. (SDI)*. The offerors were evaluated based on: *Experience & Portfolios of P's; Competency and Expertise of Staff; Reputation & References; and Competitive Pricing Schedule*. The offeror who received the highest score is Strategic Development Initiatives (SDI) with 275 points. **A copy of all proposals are enclosed (and were provided to the Commission electronically on May 22, 2020).** The Evaluation Committee collectively felt that SDI's proposal included the necessary portfolio examples; staff expertise; and evidence of knowledge of Florida's P3 process, local area knowledge and ability to recognize the importance of stakeholder involvement along with the need to partner with specialized entities in order to make Lake Park's

investment an attractive and viable one. SDI also provided a competitive comparison as part of its proposal. From a competitive pricing perspective, SDI also clearly outlined their anticipated costs as follows:

Phase I (covers the entire RFQ Scope) = \$180K (9 months to complete, *on the upper end*)

Additional Services (*that can be incorporated in a contract and approved by change order pursuant to availability of future funds*)

Phase II \$135K

Phase III \$60K (Town portion is capped at \$375K) – remaining portion would be paid by the developer as the developer's share and would need to be made part of the developer's agreement

It is the Evaluation Committee's opinion that SDI should be selected as the consultant and that contract negotiations should commence with the proposer so that a Contract can be brought forward to the Town Commission on August 5, 2020.

If the Commission agrees and the Town commences a portion of the project this fiscal year, funds will need to be identified in order to make this happen (*approximately \$40K for August and September combined would be needed should the contract be awarded to SDI using the terms provided*). The other option would be to include this as a budget item for Fiscal Year 21 so that the project commences on October 1, 2020. The concern with waiting is that the Town will lose the opportunity to have the selected P3 consultant initiate their analysis phase, which may be ideal during this period, so that they can position the Town well and get things ready for developer discussions come October 2020.

With all of the above being said, Town Staff also spoke to Palm Beach County regarding the extension of the Interlocal Agreement prior to the Commission's discussion on May 20, 2020. At that time, Ross Hering, Director of Property and Real Estate Management and Eric McClellan, Director of FD&O Strategic Planning, acknowledged that the Town has proceeded in good faith since the extension was granted last year (with delays that have been out of our control) and that the Town has a solid case to request an additional extension from the Palm Beach County Board of County Commissioners in July. Both Mr. Hering and Mr. McClellan joined the Evaluation Committee Meeting held by the Town for the RFQ on April 20, 2020 and indicated the Town did an excellent job in reviewing the proposals received. The discussions at that time also implied that in order to make the County meeting in July to request an extension, Town Staff would need to commit the schedule that had been presented to the Town Commission on May 20, 2020 that included presentations on June 3, 2020; awarding a contract on June 20, 2020 and submitting a copy of the contract to Palm Beach County on June 21. This has been communicated to the Town Commission on May 20, 2020 however, the Town Commission elected to take some additional time to review the proposals and have the Offerors present at the July 1, 2020 meeting instead. This was communicated to the County following the Commission's discussion on May 20, 2020. Since then, Staff has been in discussions with Ross Hering (Palm Beach County) who is a little hesitant to confirm an actual meeting date at this point before the Palm Beach County Board of County Commissioners in August (to extend the interlocal agreement), both due to the current climate and other matters the County is dealing with, but also because the Town is not yet able to provide their selection on a consultant who will be assisting the Town through the

P3 process. Ross Hering believes this commitment (by the Town) will go a long way in the justification for an extension and he is hopeful a decision can be made prior to a County meeting in August (which is still TBD).

Since the Offerors are presenting to the Town Commission this evening, the Town Commission has the opportunity to ask questions and decide whether it agrees with Staff's recommendations to select SDI, or desires to pursue a contract with another firm, but must present justifications as it relates to the RFQ process and the scoring criteria used. The Town Commission may also elect not to pursue a contract and provide similar justifications. If a selection is made, Staff is proposing the following next steps:

NEXT STEPS:

- (1) Between July 2 – July 17 – contract negotiations with selected Offeror
- (2) Resolution Awarding Contract – August 5, 2020 Commission meeting
- (3) Submit documentation to Palm Beach County on August 6, 2020 for a (August – TBD) PBC meeting to renew the Interlocal Agreement for another 8-12 months.

Recommended Motion: I move to APPROVE moving forward with contract negotiations with _____ (firm name).

**TOWN OF LAKE PARK
LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed responses for:

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Notice is hereby given that the Town of Lake Park is soliciting proposals for a Public Private Partnership (P3) consultant to advise the Town and develop a process that enables the mixed-use redevelopment of property generally located on the northeast corner of Silver Beach Road and US-1. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **All sealed proposals must be submitted with one** original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Offeror. Additionally, Offerors shall submit **seven (7)** bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive. **PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS:**

“Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.”

Proposals shall be sent to the following address:

Town of Lake Park
Office of the Town Clerk
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

(see RFQ packet for additional originating Department information)

ONE NON-MANDATORY pre-bid informational meeting will be held: Friday, February 14, 2020 at 10:00am in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403. A response to a competitive solicitation shall be directed to the attention of the Town Clerk and submitted by 4PM EST on or before Wednesday, March 18, 2020. Any response received after the deadline, or which is submitted at a location other than

at the location specified in the solicitation shall be deemed unresponsive and shall be returned unopened to the offeror. It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submission.

Proposal Documents

Offerors desiring copies of the RFQ document for use in preparing a proposal may request a copy by calling the Office of the Town Clerk at (561) 881-3311, 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, or emailing townclerk@lakeparkflorida.gov. All correspondence and requests for information regarding this RFQ shall be submitted in writing by regular mail or via email to townclerk@lakeparkflorida.gov.

All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by an unauthorized person or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All offerors are advised the Town will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the Town Clerk on the Town's website at least five business days prior to the commission's consideration of an award. The Town Clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the Town's website.

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

Vivian Mendez, MMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: February 2, 2020, Palm Beach Post

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“Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.”

Introduction

Be Advised: The Town of Lake Park is soliciting proposals for a Public Private Partnership (P3) consultant to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town Clerk at the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **Submissions shall be delivered no later than 4PM EST on or before Wednesday, March 18, 2020. Proposals after this date and time are not eligible for, nor will they be accepted for consideration.** All proposals will be dated and time stamped by the Town Clerk or her designee. Faxed or emailed proposals will not be accepted for consideration. The Town of Lake Park reserves the right to accept or reject any or all proposals.

All sealed proposals must be submitted with one original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Proposer. Additionally, Proposers shall submit **seven** bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive.

The Town Clerk’s Office is advertising this proposal on behalf of the Community Development Department. All communications shall occur through the Town Clerk’s Office (see procedural and Cone of Silence provisions herein). Following the Evaluation Committee meeting, the Community Development Department, who is also acting as the ‘official’ for the purposes of this solicitation, may communicate with the highest scoring Offeror regarding contractual terms that are required prior to presentation to the Town Commission.

Our History

Established by businessman Harry Kelsey as “Kelsey City” in 1923, Lake Park’s history is rooted deeply in the grand ambitions of its founder. Kelsey envisioned Lake Park as a year round destination and a booming metropolis of 100,000 people. To aid him in this monumental task, he employed the Olmstead Brothers – sons of the famed landscape architect Frederick Law Olmstead known for his Central Park plan. Carrying on their father’s legacy of planning excellence, the Olmstead Brothers – Fredrick Law Olmstead Jr. and John Charles Olmstead, with the help of Dr. John Nolen of Boston – created in Kelsey City one of the oldest well-planned communities in South Florida and one of the first zoned municipalities in the State.

Though the Town would later change its name, the lasting foundation of the Olmstead Brother's plan has earned Lake Park another name: The Jewel of the Palm Beaches. Today, Lake Park is proud of its heritage and looks to carry forward the tradition of Harry Kelsey and the Olmstead Brothers through visionary projects, timeless design, and innovative urban planning.

Our Town Today

As of the most recent census, the Town of Lake Park is home to 8,645+/- residents and consists of approximately 2.35 square miles of land area. It is located in northern Palm Beach County, approximately 5 miles north of the City of West Palm Beach. Lake Park is bordered by Riviera Beach to the south, North Palm Beach and Palm Beach Gardens to the north, unincorporated Palm Beach County and Palm Beach Gardens to the west, and the Intracoastal Waterway to the east.

Our Town boasts a number of attractions, including historic Kelsey Park, a vibrant downtown scene, and our Town Marina, which has direct waterway access to the Intracoastal and Atlantic Ocean as well as over 100 existing wet slips. In addition, Lake Park contains a variety of specialized zoning districts, including our thriving Park Avenue Downtown District and the new Federal Highway Mixed Use District Overlay, which allows for unprecedented height, density, and mixed use programming to create a truly urban environment along the US1 Corridor.

It's at the intersection of our prized Marina and our Federal Highway District Overlay that the subject of our Vision can be found.

Our Subject Site and Our Vision for the Future

Lake Park is looking to redevelop four parcels of waterfront property near the Town Marina as a mixed-use, pedestrian-friendly, recreation-focused destination through the Public Private Partnership (P3) process. To aid in that goal, we are looking to hire an advising consultant who understands and has experience with P3s and is able to address our desires and needs for this project by advising, preparing, developing and managing a P3 Agreement between the Town and a selected Developer, essentially guiding the Town through the P3 process from start to finish.

The Subject Site includes our existing Marina parcel (zoned Public), along with adjacent parking lot parcels that extend from US-1, east to the Intracoastal Waterway (zoned Mixed Use and located in the Federal Highway Mixed Use District Overall-*FHMUDO*). Documents pertaining to the redevelopment areas are enclosed as part of **Appendix A (includes: Town Zoning Map; Town Code Section 78-83 and 78-84 related to Mixed-Use development; Marina Visioning Workshop Materials, including Boundary Survey and Deed documents; most recent Palm Beach County Interlocal Agreement)**. It is anticipated that the Marina parking-lot parcels will need to be negotiated first for redevelopment since the existing land development regulations provide the most intense redevelopment allowances in the Federal Highway Corridor regulating plan. The Site currently serves as a boat parking lot and boat launching ramp area and these will need to be preserved, or 're-imagined' in accordance with and to fulfill the obligations of the Lake Park Marina Interlocal Agreement with the County (R2010-1943). Pivotal to fulfilling the obligations

of the Interlocal Agreement is the provision of a pedestrian promenade along the waterfront, the conservation of boat parking, and the provision of restaurants and outdoor areas, along with other private uses to encourage the public use and enjoyment of the water and make Lake Park a destination.

It's our ultimate goal to attract a project that not only fulfills the Town's needs but also creates an exceptional new waterfront amenity consistent with our zoning regulations and our economic aspirations for the US1 corridor.

SITE FOR INITIAL P3 REDEVELOPMENT CONSIDERATION PURSUANT TO PRESCRIBED RFQ TIMELINE (PENINSULA PARCELS MAY IMMEDIATELY FOLLOW AND REQUIRE A SEPARATE AGREEMENT)



Scope of Work

The selected Consultant will represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant will be expected to assist in the aforementioned areas, as further outlined as follows:

1. Site Analysis (**30-day process**):
 - a. Perform due diligence on the subject site.
 - b. Understand the Town's code and the obligations of the Lake Park Marina Interlocal Agreement with the County (R2010-1943) and Marina Deed document obligations.
 - c. Review the site's existing condition, context, and identify barriers to development in order to advise on solutions.
 - d. Work with the Town to resolve any preexisting barriers to development.
 - e. Perform a financial analysis ahead of the creation of a P3 Agreement for a Developer to ensure the solicitation package is not only viable, but enticing to a development partner.
2. P3 Agreement Development (**30-day process**):
 - a. Work with the Town to identify key elements to be included in the P3 Agreement and ensure the Agreement enables the Town to maximize its ROI.
 - b. Identify a list of incentives to include in the P3 Agreement.
 - c. Provide the Town with additional supplemental data to be included with the P3 Agreement, including graphics.
 - d. Write a competitive P3 Agreement package (that will be subject to P3 Statutory requirements) that takes into account Town economic development goals, existing regulations, and the contractual obligations of the Interlocal Agreement.
3. Market and Coordinate P3 Meetings with Interested Developers (**30-day process**):
 - a. Market and attend all meetings with Town Staff. Inform developers on criteria and required documentation for P3 meeting discussions.
4. Evaluate P3 Agreement responses with Town Staff (**30-day process**):
 - a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
 - b. Assess the respondent bidder's ability to meet their obligations.
 - c. Confirm the proposals meet the Town's regulatory standards, contractual obligations, and economic development needs.
 - d. Advise the Town on the most suitable selection to be presented to the Town Commission.
5. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (**60-day process**)
 - e. Coordinate P3 presentation before the Town Commission and upon successful presentation, negotiate with the selected P3 developer on the Town's behalf.
 - f. Deliver a final contract that includes key project deliverables, a project timetable, and budget for the P3 Agreement.
 - g. Assess the contract for potential deficiencies.
 - h. Finalize contract with P3 developer

It is anticipated that, upon successful receipt and review of proposals for this RFQ, that the award of this RFQ will be made at the May 6, 2020 Town Commission meeting (date may change), with a requirement that the entire

process listed above is completed by November 5, 2020 (date may change if Commission meeting date changes – expectation is 6 months between Commission date to award contract and completion).

Submission Specifications

Responses to the solicitations shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the solicitation.

Responses to solicitations shall be opened publicly in the presence of one or more witnesses at the time and place specified in the solicitation. The town clerk or the clerk's designee shall officiate at the opening of competitive solicitations, and shall announce and record the name of each offeror, if appropriate, recite the amount of each offeror's response and such other information related to the solicitations as is appropriate.

An offeror may withdraw a response to a solicitation prior to date and time designated in the solicitation for their opening. If an offeror withdraws its response after the deadline established of a competitive solicitation, the purchasing agent may suspend an offeror from participating in any future town solicitations for up to three years.

The submission shall include the following:

- A **cover sheet** identifying the respondent and contact information.
- A **summary of qualifications** addressing the respondent's **professional experience** and how it is in line with the Town's criteria. Project **portfolios** shall be included and they shall be highly descriptive. Relevant Marina P3 type experience shall be highlighted and described. Publicly-owned Marina P3 type experience is highly desirable.
- A response **expanding on and detailing what steps the firm would take to address the points listed in the scope of work**, along with a **detailed schedule**.
- An introduction to the **project team** with highlights of their background, competency and expertise levels.
- **References**.
- **Itemized pricing**. Pricing must be all-inclusive and incorporate all expected costs associated with the deliverables. If certain costs are included as being additional, they must be clearly delineated and described and considered optional (not required for deliverables).

Evaluation Criteria

Proposals may be evaluated by an evaluation committee, which shall have not less than three voting members and shall be composed as follows: the originating department director who in conjunction with the Purchasing Agent appoints the chair and other members of the committee.

An award shall be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the Town in accordance with the evaluation criteria listed below.

Points shall be allocated per the following (see submission specifications for additional details):

- **40 Points** – Experience and Portfolios of P3's
- **20 Points** – Competency, Expertise of Staff and Schedule
- **20 Points** – Reputation and References
- **20 Points** – Competitive Pricing and Schedule

RFQ Schedule

- ➔ RFQ Advertising Timeframe: Sunday, February 2, 2020 through Wednesday, March 18, 2020 (4pm)
- ➔ **NON-Mandatory Informational Meeting:** Friday, February 14, 2020 – 10:00am (Town Hall Commission Chambers – 535 Park Avenue, Lake Park, FL 33403)
- ➔ Bid Opening: Wednesday, March 18, 2020 – 4:00pm (Town Hall Commission Chambers – 535 Park Avenue, Lake Park, FL 33403)
- ➔ Evaluation Committee Meeting: Thursday, March 26, 2020 - 4:00pm (Town Hall Commission Chambers – 535 Park Avenue, Lake Park, FL 33403)
- ➔ Review of Contract Terms between Town Staff (Community Development Department), Town Attorney and highest scoring Offeror (Friday, March 27 through Friday, April 10)
- ➔ Wednesday, May 6, 2020 (date may change) – Agenda Item to Award Contract to P3 Consultant

Terms and Conditions

Cone of Silence.

An offeror shall not communicate with any elected or appointed town official or employee other than a person listed in the document soliciting bids or proposals prior to the time an award has been made by the town commission. Any communication between the offeror and the town shall be submitted to the office of the town clerk, or of the official referenced in an Invitation to Bid, RFP or RFQ. Any violation of the Cone of Silence imposed herein shall be grounds for the disqualification of an offeror.

Equal opportunity/minority and women business enterprise.

The town shall use its best efforts to ensure that minority, women and veteran owned businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color,

religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

Bid preferences.

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its Invitations to Bid, RFP, or RFQ, a five percent bid preference for:

1. Local merchants whose principal office is within the town’s boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or
2. Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by § 288.703, F.S..

Public Records

All responses to solicitations shall become public records and shall be subject to public disclosure once opened.

With respect to public records, the Contactor/ Vendor is required to:

#.1 Keep and maintain public records required by the Town to perform the service.

#.2 Upon the request of the Town’s custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

#.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.

#.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

#.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the Town Clerk's Office. Should it be necessary, a written addendum will be incorporated into the RFQ. The Town will not be responsible for any oral instructions, clarifications, or other communications other than the original RFQ or any written addenda.

Conflict of Interest

If any individual member of a proposing firm, or an employee of a proposing firm, or an immediate family member of the same is also a member of any board, Commission, or agency of the Town, that individual is subject to conflict of interest. No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to section 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable. A copy of the Town of Lake Park, Palm Beach County, and State Ethics Codes is available at the Town Clerk's Office, 535 Park Avenue, Lake Park, FL 33403.

Indemnification/Hold Harmless Agreement

The successful Professional or Organization shall agree to indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the successful Professional or Organization to comply with any of the requirements specified within the contract, or the failure of the successful Professional or Organization to conform to statutes, ordinances, or other regulations or requirements of any successful Professional or Organization expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of successful Professional or Organization, or any of its contractual staff, if applicable and as provided above, for which the successful Professional's or Organization's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.

Insurance

Within ten (10) days after notification of award, the successful Professional or Organization shall furnish Evidence of Insurance to the Town Clerk, who shall in turn submit it to the Human Resources Director as the Town's Risk Manager.

Execution of a contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the

successful Professional or Organization shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the successful Professional or Organization fails to submit the required insurance documents in the manner prescribed in this RFQ, within fifteen (15) calendar days after the successful Professional or Organization has been made aware of Commission award, the successful Professional or Organization may be in default of the contractual terms and conditions. Under such circumstances, the successful Professional or Organization may be prohibited from submitting future proposals to the Town. Information regarding any insurance requirements shall be directed to the Human Resources Director as the Town's Risk Manager, at (561) 881-3310. Additionally, successful Professional or Organization may be liable to the Town for the cost of re-procuring the services, caused by successful Professional's or Organization's failure to submit the require documents.

Proposer's Warranty

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

Lobbying

All firms are hereby placed on notice that the Town Commission, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the firm has a submitted proposal. During the process from the proposal publish date to Town Commission selection, individuals or its agent shall not contact any member of the Town Commission, employee of the Town of Lake Park, or member of the Selection Committee in reference to this proposal, with the exception of the Town Clerk or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of contract.

Inspector General

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

Inquiries/Request for Clarification

All questions about the meaning or intent of the RFQ Documents must be directed, in writing, to the Town Clerk's Office, as provided in the Advertisement/Request for Statement of Qualifications. Questions received after Friday, March 6, 2020 – 12:00pm shall not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums, and request for clarifications will be posted on www.demandstar.com and on the Town of Lake Park's website www.lakeparkflorida.gov. Demandstar will automatically notify all plan holders of any inquiries, addendums, and request for clarifications once posted by the Town of Lake Park.



ADDENDUM NO. 1

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development (short title)

TOWN OF LAKE PARK RFQ NO. 105-2020

Each recipient of the Addendum No. 1 to the RFQ who responds to the RFQ acknowledges all of the provisions set forth in the RFQ and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the RFQ documents for the following RFQ No. 105-2020:

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Pre-bid informational meeting: It is mandatory for all interested Offerors to attend ONE of the following informational meetings:

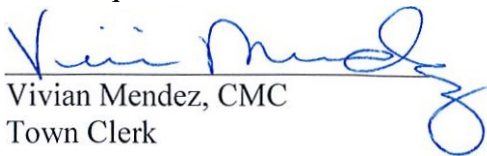
Friday, February 14, 2020 at 10:00am

Friday, March 6, 2020 at 10:00am

Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.

Offerors must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the RFQ document and therefore, must be executed. Failure to return this addendum with your submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
February 6, 2020

Signed By: 
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By: _____
Print Name: _____
Title: _____
Date: _____

**TOWN OF LAKE PARK
LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed responses for:

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Notice is hereby given that the Town of Lake Park is soliciting proposals for a Public Private Partnership (P3) consultant to advise the Town and develop a process that enables the mixed-use redevelopment of property generally located on the northeast corner of Silver Beach Road and US-1. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **All sealed proposals must be submitted with one** original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Offeror. Additionally, Offerors shall submit **seven (7)** bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive. **PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS:**

“Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.”

Proposals shall be sent to the following address:

Town of Lake Park
Office of the Town Clerk
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

(see RFQ packet for additional originating Department information)

Pre-bid informational meeting: It is mandatory for all interested Offerors to attend ONE of the following informational meetings: Friday, February 14, 2020 at 10:00am OR Friday, March 6, 2020 at 10:00am. Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.

A response to a competitive solicitation shall be directed to the attention of the Town Clerk and submitted by 4PM EST on or before Wednesday, March 18, 2020. Any response received after the deadline, or which is submitted at a location other than at the location specified in the solicitation shall be deemed unresponsive and shall be returned unopened to the offeror. It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submission.

Proposal Documents

Offerors desiring copies of the RFQ document for use in preparing a proposal may request a copy by calling the Office of the Town Clerk at (561) 881-3311, 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, or emailing townclerk@lakeparkflorida.gov. All correspondence and requests for information regarding this RFQ shall be submitted in writing by regular mail or via email to townclerk@lakeparkflorida.gov.

All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by an unauthorized person or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All offerors are advised the Town will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the Town Clerk on the Town's website at least five business days prior to the commission's consideration of an award. The Town Clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the Town' website.

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

Vivian Mendez, MMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: February 2, 2020, Palm Beach Post



Fox Rothschild LLP
ATTORNEYS AT LAW

Response to Request for Statement of Qualifications

RFQ#105-2020 for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL

Prepared for:



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Miami, FL 33131

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Summary of Qualifications

A summary of qualifications addressing the respondent's professional experience and how it is in line with the Town's criteria.

Fox has a broad base of experience in representing a variety of governmental entities in Florida and across the country. Our attorneys routinely work with cities, counties, municipalities, municipal authorities, municipal zoning and planning boards, transportation agencies, state universities, community colleges, and school districts, serving as a liaison and advocate for these entities.

In this role, we regularly appear before regulatory agencies, boards, and courts; attend meetings; offer training to board members on compliance issues; analyze proposed rules and regulations; review and prepare contracts and related documents; negotiate agreements; and handle complex matters and legislation, among many other services.

Our attorneys have significant experience advising governmental entities on statutory and charter compliance, risk management and litigation strategies, construction and capital improvements, financing, asset leases and sales, and day-to-day operations. We are routinely involved in legislative, administrative, and regulatory matters at the local, state, and federal levels. Our attorneys appear before federal and state administrative agencies as well as courts throughout the Florida.

We also have extensive experience serving as solicitor and special counsel to literally hundreds of municipalities, authorities, and other local government entities, advising them on a broad spectrum of issues.

Public-Private Partnerships

Fox has a strong track record of delivering cost-effective and innovative solutions for P3 projects, creating jobs, and fostering growth and development.

Our attorneys guide public agencies, financial institutions, private developers, and other key stakeholders through the unique challenges presented by P3 and other infrastructure-related projects, turning underutilized properties into thriving commercial/residential hubs. We have extensive experience representing Community Redevelopment Agencies and municipalities as general or special counsel to structure transformative redevelopment projects, particularly in South Florida.

Fox is adept at working closely with state, county, and local governments as well as private clients relative to both complex commercial real estate transactions and public-private transactions involving the development, construction, financing, and leasing/sale of large-scale stadiums and arenas as well as large-scale infrastructure and development projects including airports, highways, and tunnels.

Whether it's a business searching for economic development incentives for a new facility or a complex project for a government or municipality involving its infrastructure, our attorneys are adept at maneuvering through

the maze of bureaucracies to coordinate joint projects between the private sector and governments or municipalities. Our services include negotiating financing terms with lenders and institutional investors; drafting and negotiating lease and concession agreements; representing private entities in obtaining tax credits and subsidized financing; and obtaining federal and state environmental approvals, state regulatory approvals, and local zoning approvals and land-use clearances.

Contracts/Proposals, Purchasing, and Bid Specifications

Our representation of government entities includes negotiating, developing, and advising on contracts while ensuring compliance with public contracting law. We leverage our substantial experience and understanding of public procurement and contracting requirements to guide our government clients through projects of all sizes.

Our attorneys regularly develop contracts for local government entities across the country, and we have extensive experience working within the framework of the EJCDC and AIA form documents to provide design professionals and contractors a familiar contractual platform for public construction projects. Our attorneys also routinely structure and negotiate leases, prepare and review RFPs and RFQs, and draft and review construction manuals as well as other operational documents.

Our attorneys are experienced in negotiating agreements such as ordinances, easements, and declarations to address protection of open space, protection of water rights, access easements, utility easements, and recreational trails.

Infrastructure & Development

Our dedicated Infrastructure & Development Practice—co-chaired by Partner Steven Zerkowitz—helps clients prepare for opportunities, navigate changing landscapes, and find innovative solutions to build the framework for the new economy. We help steer projects that create jobs and develop the communities where people want to live, work, and play.

In addition to the traditional infrastructure of pipelines, railroads, and highways, we are actively engaged in wireless telecom, renewable energy, sports arenas, and mixed-use development projects constructed for public and private uses, and often with public and private ownership. Fox is adept at working closely with municipalities and states and their elected officials to negotiate the optimum financing structure and navigate complex regulatory environments for clients entering into infrastructure and development projects.

We regularly handle projects including:

- Economic development and incentives
- Pipelines
- Public facilities
- Renewable energy
- Quarries and mining

- Transportation
- Waste disposal
- Water/wastewater
- Wireless telecom

Our attorneys are deeply familiar with state and local incentive packages that bolster the expansion of businesses. From analyzing financing options with tax credits, bonds and grants to procuring incentives, negotiating agreements and structuring partnerships for major projects, we are strategic allies to our clients and help them ensure compliance at every step. Our full-service team integrates attorneys who hold key relationships state and local officials and have a deep bench of experience in relevant real estate and construction, public finance, labor and employment, tax and government contract procurement issues.

When it comes to public facilities, our attorneys are experienced in guiding key stakeholders, including airports and major transit projects, from conception and negotiation through execution. We have advised clients on a wide array of construction and real estate matters for public and private construction and real estate development projects, including:

- Access agreements
- Agreements of sale
- Commercial leases
- Construction and design professional contracts
- Deed research
- Development agreements
- Easements / Declarations of Covenants and Restrictions
- Lease amendments and renewals
- Right-of-way agreements
- Subleases
- Title conflicts
- Zoning matters

Project portfolios shall be included and they shall be highly descriptive. Relevant Marina P3 type experience shall be highlighted and described. Publicly-owned Marina P3 type experience is highly desirable.

Our representative P3 projects within Florida include:

- **Project: \$350+ Million County Courthouse Project**
Client: Macquarie Infrastructure / Sacyr

Represented consortium as local counsel with Orrick to prepare proposal in response to RFP for a new Miami-Dade County Courthouse to be developed, financed, operated, and maintained on a public-private partnership basis.



■ **Project: \$400+ Million Town Center project**

Client: City of Miramar

Represented City of Miramar from start to finish in structuring, negotiating and documenting its \$400+ million Town Center project, which has literally remade downtown Miramar. It includes a civic complex housing City Hall, a public library, cultural center-arts park, educational center and state-of-the-art police headquarters. In addition, it features retail, restaurants, fitness and health-related businesses, office and residential components, including 370 garden apartments and 134 townhomes.

■ **Project: Mixed-Use Town Center**

Client: Hallandale Beach Community Redevelopment Agency

Assisted the Hallandale Beach Community Redevelopment Agency in turning one of the City's blighted corners into a vibrant, mixed-use town center—expected to begin construction later this year—that promises to revive a major artery at the center of the City's community redevelopment area. The \$16.7 million Hallandale City Center project includes 89 apartments, including 14 set aside for affordable housing, and 8,000 square feet of retail, including a much-needed grocery store and a pedestrian bridge nearby FEC railroad tracks.

■ **Project: Homestead Motorsports Complex**

Client: City of Homestead

Worked with the City of Homestead, Florida, to handle its construction and leasing of the ambitious Homestead Motorsports Complex (HMC). The HMC is a 65,000-seat auto racing complex located on a 600-acre site which hosts, among other events, the final race of the NASCAR NEXTEL Cup Series every year. We advised the City on all public financing, environmental permitting, and construction matters (including contractor litigation), as well as drafted the lease and management agreements with the arena's operator.

■ **Project: Expansion of City Marina**

Client: City of Marathon

Worked with City staff and various consultants to secure an expansion of the state submerged land lease to expand the Boot Key Harbor City Marina to its current configuration of 200+ mooring buoys and multi-million dollar improvements to upland operations—including new dinghy dock, vessel docks, facility improvements (including ADA compliance), and Marina operational policies and procedures. The project involved extensive engagement of all stakeholders at the state and local level that yielded a managed harbor agreement approved by state and the long-term improvement of facilities for users of the City Marina.

■ **Project: Matanzas Pass Mooring Field**

Client: Town of Fort Myers Beach

Assisting the Town of Fort Myers Beach in the decision-making process concerning the steps to expand the Town's mooring field (currently 70 buoys) and the potential replacement of the current contracted upland service provider with City owned and operated facilities.



■ **Project: American Airlines Arena**

Client: The Heat Group (d/b/a Miami Heat)

Represented The Heat Group (d/b/a Miami Heat) in its construction, management, and operation of the American Airlines Arena, a state-of-the-art waterfront venue owned by Miami-Dade County. We drafted, negotiated, and obtained integral governmental approval of agreements with Miami-Dade County and the City of Miami, and helped navigate procurement and construction matters related to the project and its impact on the Port of Miami.

■ **Project: Cypress Creek Park and Ride Facility**

Client: Florida Department of Transportation

Worked closely with Florida Department of Transportation (FDOT) in coordinating a public-private transaction for the development of the Cypress Creek Park and Ride Facility as a mixed-use complex featuring office, retail and public transportation components. The Fox team drafted and negotiated a 99-year lease agreement with the developer and helped hurdle integral transportation issues relative to the Tri-Rail Authority.

■ **Project: Sheridan Street Park and Ride Facility**

Client: Florida Department of Transportation

On behalf of FDOT, helped close a public-private transaction for the development of the Sheridan Street Park and Ride Facility. This mixed-use project combines affordable housing, education, government office, retail and public transportation components. We handled the drafting and negotiation of a 99-year lease agreement with the developer and addressed transportation issues relative to the Tri-Rail Authority.

Additional projects handled by our team include:

■ **Miami International Airport**

Represented American Airlines, Inc. for nearly 10 years, including the \$3 billion, 3.5 million-square-foot expansion of its North Terminal. Completed in 2013, the 1.3 mile-long concourse includes a Skytrain people mover, 72 retail spaces, 50 gates, more than 150 ticket counters, 120+ self-service devices, and a 400,000-square-foot Federal Inspection Services (FIS) Facility with 72 service lanes and the capacity to process 3,600 passengers per hour.

■ **PNC Arena**

Represented the arena from its inception in the mid-1990s through its continued operation, maintenance, and improvement in the present day. Such work included the arena's initial development and construction financing, as well as allocations of applicable costs and future revenues amongst its owner (a division of the State of North Carolina) and its anchor tenants (the Carolina Hurricanes of the National Hockey League and NC State University's Men's Basketball program). Currently, we work with the public owner of the building on all aspects of building governance, maintenance, and improvement, including an upcoming \$200 million+ improvement overhaul, as well as related renewals of long-term use agreements with the anchor tenants.



■ **City of Philadelphia**

Represented the City of Philadelphia and its economic development authority in connection with the expansion of the city's sports complex, handling coordination with the state government, financing, leasing, environmental matters, insurance and all other aspects of the development. Served as lead attorney in the land assemblage and lease negotiations, which resulted in the development of Citizens Bank Park and Lincoln Financial Field, and the respective occupancy by the Philadelphia Phillies and the Philadelphia Eagles.

■ **Metropolitan Airports Commission**

Represented Metropolitan Airports Commission (MAC) in connection with public-private partnership involving the State of Minnesota, MAC and Delta Airlines. The transaction involved a \$270 million by MAC to the airline secured by multiple airport facilities and equipment, including a flight simulator training facility. The transaction was linked to over \$500 million in airline facilities required to be constructed in Minnesota and included the negotiation of detailed public policy covenants during the loan term requiring statewide employment commitments and compliance with other economic metrics.

Also represented the operator of the Minneapolis-St. Paul International Airport in connection with the development of an on-airport \$75 million, 300-room, 13-story high-end hotel. The Intercontinental is the first on-airport hotel at MSP Airport. The scope of our work included all aspects of initial RFP preparation and review together with negotiation of the terms of the 75-year ground lease and oversight of all related hotel agreements, including the ownership agreements of hotel owner, brand franchise agreement with Intercontinental and Hotel Management Agreement. The hotel is unique in that it has its own TSA inspection facility located on site, allowing hotel guests to walk directly into the secure boarding area.

■ **Louisville International Airport**

Represented the Regional Airport Authority of Louisville and Jefferson County in a major expansion of the Louisville International Airport. We assisted the Airport in virtually every aspect of this project from pre-condemnation planning through the just compensation stage.

- Negotiated and drafted public-private agreement for the construction of dual radio transmission/emergency management communications tower on special district property.

As described within the Project Team section of our proposal, Fox will collaborate with Marine Business Advisors/US Marina Group, a local marina advisory and operational group, which will provide advisory services. Representative projects handled by Marine Business Advisors/US Marina Group include:

■ **SUNSEEKER RESORTS, POINT CHARLOTTE – CHARLOTTE HARBOR, FL**

Actively engaged in evaluation of business model to add 150-slip marina to a new development project underway by parent company of Allegiant Airlines. Working with developer and designers to determine marina layout, pro-forma financial models and operational functions. Includes site



evaluation and feasibility of marina for pleasure and tour boats between 30' and 100'. Evaluation includes interface with engineering firms and permit agencies.

■ **BAYSIDE MARKETPLACE/ MIAMARINA – MIAMI, FL**

Analysis of existing City of Miami operated marina. Evaluation of synergies by aligning with privately operated Bayside Marketplace that surrounds the marina. Included site evaluation of 145 slip marina, evaluation of commercial boats as well as pleasure boats between 40' and 140'. Evaluation also includes pro-forma analysis and growth opportunities.

■ **TOWN OF PALM BEACH MARINA - PALM BEACH, FL**

Engaged by Town of Palm Beach to do a peer review of the master plan for the proposed rebuilding of the town marina. Analysis and review of revenue and cost projections, analysis and review of marina operational plan, review of marina staffing plan, advise on marketing plan for marina. Presentation to Town Council with summary of review, including a re-evaluation of prior consultant's projections to a more realistic assessment. Ongoing involvement as project renovations begin.

■ **BUENAVENTURA RESORT AND MARINA – PACIFIC COAST, PANAMA**

Brand new marina development project opened in December 2019 includes 60 wet slips, 60 dry stack slips, and associated amenities. Part of a 1,200-acre mixed use 5-star residential/hotel/golf course resort complex. Engaged on long-term basis from inception to analyze and oversee design/build as well as operate the marina under a long-term lease.

■ **HURRICANE HOLE MARINA- NASSAU BAHAMAS**

Complete rebuild of existing marina beginning 1st Qtr 2020. Engaged to work with the owner and team at Sterling Global Financial to expand the marina from 2500 linear feet to 5500 linear feet. The marina will feature a mix of concrete fixed docks and aluminum floating docks catered to superyachts. Point person for this project is US Marina Group's partner Kevin Quirk.

■ **MARINA PALMS- NORTH MIAMI BEACH, FL**

Brand new in 2016, this 112-slip condominium marina has been operated by US Marina Group since inception on a long-term basis. All slips are sold slips with rental programs and include luxury amenities including fuel dock, marine store, and private Boat Club, all for residents and guests of Marina Palms. US Marina Group's Jim Bronstien is managing partner of this marina operation.

■ **17th STREET YACHT BASIN- FORT LAUDERDALE, FL**

Located at the Hilton Fort Lauderdale Marina Hotel, 17th Street Marina is owned by Brookfield hospitality and operated by the US Marina Group since Brookfield's acquisition of the property in 2018. US Marina Group is actively engaged in working with Brookfield to redesign the marina for a complete rebuild in conjunction with a major renovation of the entire property. The new dock layout is projected to increase the revenues by as much as 40%.



Prior notable marina projects by the principals of Marine Business Advisors/US Marina Group include:

■ **RYBOVICH BOATYARD AND MARINA – WEST PALM BEACH, FL**

US Marina Group's Jim Bronstien was owner/operator for 20 years of one of the most prominent Marina/Boatyards in the U.S. before selling the company to Huizenga Holdings in 2005. While under Jim's ownership, the marina and operations grew 5-fold.

■ **PIER 66 MARINA- FORT LAUDERALE, FL**

US Marina Group's Kevin Quirk was COO of Marina operations and spearheaded a \$20m renovation while under the ownership of the Blackstone Group. All of the docks were reconfigured and repositioned to accommodate larger vessels.

■ **MARINA PEZ VELA – QUEPOS, COSTA RICA**

US Marina Group's Jim Bronstien was a principle owner from conception to completion and had full operational oversight of the first phase of this major Costa Rica marina development project in 2007-2009, prior to selling the project to Costa Rican based development firm.

■ **BAHIA MAR YACHTING CENTER- FORT LAUDERDALE, FL**

US Marina Group's Kevin Quirk was VP of Marina Operations for 20 years of one of the most recognized marinas in the U.S. and home to the largest Boat Show in the world (Ft. Lauderdale International Boat Show). While under Kevin's oversight, Bahia Mar underwent a \$18 million marina rebuild and can now house over 250 yachts.

■ **SAUNDERS YACHTWORKS – GULF SHORES, AL**

US Marina Group's Jim Bronstien is a principle owner of this premier Yacht Service Boatyard in the Northern Gulf Coast. This 12-acre complex was built brand new in 2012 and is now considered the finest boatyard of its kind from Texas to the west Coast of Florida.

Project Approach and Schedule

A response expanding on and detailing what steps the firm would take to address the points listed in the scope of work, along with a detailed schedule.

Please see our projected timeline below, which we feel, based on our previous experience, appropriately factors in potential issues that may take time to address and/or resolve. This timing is subject to change depending upon circumstances or issues that may arise.

Phase 1 - Months 1-3:

- Engagement by the Town
- Meet with all stakeholders to ascertain scope of P3 Project solicitation document
 - a. Town Mayor & Commission
 - b. Town staff
 - c. Lake Park residents
 - d. Current marina users
 - e. Nearby property owners
 - f. County and state agencies and officials
- Perform due diligence on the subject site
- Work with the Town to resolve any preexisting barriers to development
- Perform a financial analysis ahead of the creation of a P3 Agreement for a Developer to ensure the solicitation package is not only viable, but enticing to a development partner
- Work with the Town to identify key elements to be included in the P3 Agreement and ensure the Agreement enables the Town to maximize its ROI
- Write a competitive P3 Agreement package (that will be subject to P3 Statutory requirements) that takes into account Town economic development goals, existing regulations, and the contractual obligations of the Interlocal Agreement
- Preparation of initial draft of P3 solicitation document
- Vetting of initial draft of P3 solicitation document
- Presentation of final draft to Mayor & Commission for approval

Phase II – Months 4-5:

- Issuance of P3 Solicitation
- Assist Town staff with vetting of responses to the P3 Solicitation
- Assess the respondent bidder's ability to meet their obligations
- Confirm the proposals meet the Town's regulatory standards, contractual obligations, and economic development needs
- Selection by Town Mayor & Commission of successful responded to the P3 Solicitation

Phase III – Month 6:

- Work with Town staff to negotiate and finalize contract and development agreement that includes key project deliverables, a project timetable, and budget for the project
- Present finalized contract and development agreement to Town Mayor & Commission for approval

Phase IV – Month 7 through Project Completion:

- Assist the Town on an as needed basis with the implementation of approved development agreement

Project Team

An introduction to the project team with highlights of their background, competency and expertise levels.

A brief summary of our proposed Fox team members' experience is provided below. Our attorneys will collaborate with Marine Business Advisors/US Marina Group, a local marina advisory and operational group with strong connections in the marina industry as well as the local community. Biographies for Fox attorneys, as well as Marine Business Advisors/US Marina Group principals Jim Bronstien and Kevin Quirk, are attached to the final section of our proposal. Additional information on our partner can be found at <https://marineba.com/> and <https://usmarinagroup.com/>.

Steven W. Zelkowitz | Partner | Miami

Steven serves as Managing Partner of the firm's Miami office as well as Co-Chair of the Infrastructure & Development Industry practice team. His practice spans real estate, finance, government relations, and hospitality, with a particular focus on public-private partnership transactions. He has experience handling complex real estate, land use, and zoning matters for both public and private clients, and he has significant transactional experience with the sale and purchase of commercial and residential properties, leasing, lending, and title insurance. Steven represents a range of developers, including condominium and hotel developments and other major construction projects as well as significant lender representation for a number of institutional and private lenders. His public-private partnership experience includes large-scale transportation and public works projects, and he regularly guides businesses relocating to Florida in leveraging tax and other incentives.

Steven serves as general and special counsel to community redevelopment agencies in Florida, including:

- North Miami CRA
- North Miami Beach CRA
- Hallandale Beach CRA
- Naranja Lakes CRA

He has also represented a number of municipalities in South Florida, including:

- Bal Harbour Village
- Village of Key Biscayne
- City of Aventura
- City of Homestead
- Town of Miami Lakes
- City of Miramar
- City of Weston
- City of Dania Beach
- City of Boca Raton
- Islamorada, Village of Islands
- City of Marathon

John R. Herin Jr. | Partner | Miami

John is Florida Bar Board Certified in City, County, and Local Government Law and has almost 30 years of experience in local government law, land use, zoning, and environmental law. For clients in the public and private sectors, he handles complex development matters throughout Florida, including comprehensive plan, platting, permitting, site plan, and zoning applications and amendments; endangered species, submerged land leases, and stormwater and wastewater permitting; P3 projects; and lender/buyer due diligence issues. He also has extensive experience in representing clients with respect to eminent domain, inverse condemnation and land use litigation, as well as claims under Florida's Bert J. Harris, Jr., Private Property Rights Protection Act.

John has handled a broad range of environmental and land use issues before the Florida governor and cabinet, cabinet aides, district and circuit courts, division of administrative hearings, state agencies, and local government bodies. He has also drafted hundreds of ordinances and resolutions for cities and counties on a wide range of subjects. John serves or has served as city attorney, assistant city attorney, assistant county attorney and special counsel to numerous local governments and quasi-governmental agencies throughout Florida.

John currently serves as:

- Town attorney for the Town of Fort Myers Beach
- Special counsel to the City of Delray Beach (general government)
- Special counsel to the City of Hollywood (litigation)
- Special counsel to the City of Sarasota (environmental and related litigation)
- Code Enforcement Special Magistrate to City of Oakland Park and Village of Sea Ranch Lakes

He has also served as:

- City attorney for the City of Marathon
- City attorney for the City of Doral
- Interim village attorney for the Village of Palmetto Bay
- Town attorney for the Town of Miami Lakes
- Village attorney for the Village of Biscayne Park
- Village attorney for the Village of Islamorada
- Special counsel to a city in the negotiation and drafting of a development agreement wherein property owner voluntarily contributed monetary and off-site improvements benefiting city's residents
- Special counsel to a city in an annexation dispute with adjacent local government
- Special counsel to a town with respect to draft environmental impact statement for proposed runway expansion
- Special counsel to a hospital special district in a court challenge to the imposition of a municipal special assessment
- Special counsel to a municipality in a special assessment dispute with a county

References

We invite you to contact the following references:

- **City of Hollywood**
Dr. Wazir A. Ishmael, City Manager
2600 Hollywood Blvd, Room 419, Hollywood, FL 33022
(954) 921-3201
wishmael@hollywoodfl.org

- **City of Sarasota**
Robert Fournier, City Attorney
1 S. School Ave., Suite 700, Sarasota, FL 34237
(941) 906-1199
robert.fournier@sarasotagov.com

- **Town of Ft. Myers Beach**
Roger Hernstadt, Town Manager
2525 Estero Blvd., Ft. Myers Beach, FL 33931
(239) 765-0202 x 1100
roger@fmbgov.com



Itemized Pricing

Pricing must be all-inclusive and incorporate all expected costs associated with the deliverables. If certain costs are included as being additional, they must be clearly delineated and described and considered optional (not required for deliverables).

Fox proposes a blended hourly rate of \$375 for attorneys and \$175 for paralegals on our team.

Our local partner, Marine Business Advisors/US Marina Group, will provide advisory services at an hourly rate of \$220.

Once a development agreement is in place, we will request that the successful P3 proposer reimburse the Town for our fees.



ADDENDUM NO. 1

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development (short title)

TOWN OF LAKE PARK RFQ NO. 105-2020

Each recipient of the Addendum No. 1 to the RFQ who responds to the RFQ acknowledges all of the provisions set forth in the RFQ and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the RFQ documents for the following RFQ No. 105-2020:

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Pre-bid informational meeting: It is mandatory for all interested Offerors to attend ONE of the following informational meetings:

Friday, February 14, 2020 at 10:00am

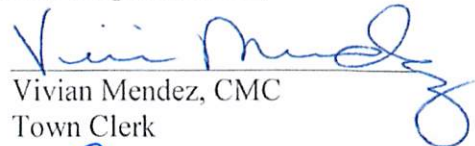
Friday, March 6, 2020 at 10:00am

Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.

Offerors must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the RFQ document and therefore, must be executed. Failure to return this addendum with your submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
February 6, 2020

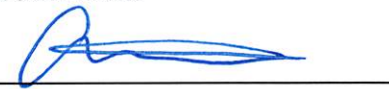
Signed By:


Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By:

Print Name:


Steven Zelkowitz

Title:

Partner

Date:

3/13/2020

Terms and Conditions

In the event that the firm is selected to perform legal services for the Town of Lake Park, it requests the opportunity to discuss modification of the Indemnification/Hold Harmless Agreement Section of the RFQ Terms and Conditions in accordance with the standards and guidelines of ALAS, Inc., its professional liability insurance carrier.



Steven W. Zelkowitz

Office Managing Partner; Infrastructure & Development Practice Co-Chair

Miami, FL

Tel: 305.442.6557

Fax: 305.442.6540

szelkowitz@foxrothschild.com

Steven is Managing Partner of the firm's Miami office and has a dynamic practice that spans real estate, finance, government relations, and hospitality and public-private partnership transactions.

In particular, he focuses on complex real estate, land use and zoning matters for both public and private clients. He has significant transactional experience with the sale and purchase of commercial and residential properties, leasing, lending and title insurance. He represents a range of developers, including condominium and hotel developments and other major construction projects as well as significant lender representation for a number of institutional and private lenders. Steven also handles public-private partnership transactions such as large-scale transportation and public works projects, and guides businesses relocating to Florida in leveraging tax and other incentives.

In his government relations work, Steven serves as general and special counsel to a number of community redevelopment agencies in South Florida, including the North Miami CRA, North Miami Beach CRA, Hallandale Beach CRA and Naranja Lakes CRA. He has also represented a number of municipalities in South Florida, including Bal Harbour Village, Village of Key Biscayne, City of Aventura, City of Homestead, Town of Miami Lakes, City of Miramar, City of Weston, City of Dania Beach, City of Boca Raton, Islamorada, Village of Islands and the City of Marathon.

Steven currently serves as Co-Chair of the Infrastructure & Development Industry practice team.

Before Fox Rothschild

Prior to joining Fox, Steven was Co-Chair of the Hospitality Industry practice team and a Managing Shareholder of the Fort Lauderdale and then the Miami office of a major Florida law firm.

Beyond Fox Rothschild

Steven is an advocate for his home communities. He currently serves as a Councilman for Miami Shores Village.



Honors & Awards

- AV Preeminent™, Martindale-Hubbell
- *Chambers USA*, Real Estate, 2012-2018
- *Daily Business Review*, Florida Trailblazer, 2019
- *Daily Business Review*, Dealmaker of the Year Finalist, 2014
- *Daily Business Review*, Top Dealmakers of the Year Finalist, 2012
- *Florida Trend*, Legal Elite, 2012
- *South Florida Business Journal*, Power Leaders in Law, 2014-2017
- *South Florida Business Journal*, Best of the Bar, 2003
- *South Florida Business Journal*, The Book of Law, 2010-present
- *South Florida Legal Guide*, Top Lawyers, 2006-2018

Practice Areas

- Infrastructure & Development
- Real Estate
- Zoning & Land Use
- Government Relations

Bar Admissions

- Florida
- New Jersey
- New York

Court Admissions

- U.S. District Court, District of New Jersey

Education

- Rutgers Law School (J.D. and M.C.R.P., 1989)
- University of Massachusetts (B.S., 1983)

Memberships

- The Florida Bar
- Florida Fiduciary Forum
- Florida Redevelopment Association
- New Jersey State Bar Association
- New York State Bar Association
- Risk Management Association (RMA) Southeast Florida Chapter



Government and Civic Positions

- Greater Miami Chamber of Commerce, Trustee
- Miami Shores Village
 - Councilmember, 2017-2019
 - Vice Mayor, 2015-2017
 - Planning and Zoning, Board Member, 2013-2015
 - Historic Preservation Board, Chair, 2002-2006
- North Miami Beach Chamber of Commerce, Trustee
- North Miami Chamber of Commerce, Trustee
- Fort Lauderdale Chamber of Commerce, Trustee



John R. Herin Jr.

Partner

Miami, FL

Tel: 786.501.7377

Fax: 305.442.6541

jherin@foxrothschild.com

John has more than 25 years of experience in governmental, land use, zoning and environmental law.

For clients in the private and public sectors, John handles complex development matters throughout Florida, including comprehensive plan, platting, permitting, site plan and zoning applications and amendments; endangered species, submerged land leases, and stormwater and wastewater permitting; and lender/buyer due diligence issues. He also has extensive experience in representing clients with respect to eminent domain, inverse condemnation and land use litigation, as well as claims under Florida's Bert J. Harris, Jr., Private Property Rights Protection Act.

John has handled a broad range of environmental and land use issues before the Florida governor and cabinet, cabinet aides, district and circuit courts, division of administrative hearings, state agencies and local government bodies. He has also drafted hundreds of ordinances and resolutions for cities and counties on a wide range of subjects.

Representative Matters

Private Sector Experience

- Obtained a vested rights determination on summary judgment for developer of proposed 12-story beachfront residential condominium, notwithstanding a referendum initiative that resulted in an amendment to the city charter limiting the height of all new construction to three stories
- Obtained required permit approvals from local government allowing developer to use transferable development rights to increase density and height of office building project
- Assisted owner of regional mall in securing amendments to local government's comprehensive plan and land development regulations to facilitate redevelopment of property into a mixed-use regional activity center
- Represented group of agricultural property owners in a \$172 million Bert J. Harris, Jr. Private Property Rights Protection Act claim arising from county's change in interpretation of open-space requirements in comprehensive plan and land development regulations



- Negotiated and drafted public-private agreement for the construction of dual radio transmission/emergency management communications tower on special district property
- Represented clients completing environmental remediation projects in connection with ongoing industrial operations and redevelopment projects
- Assisted national banking institution in securing amendments to the Palm Beach County Land Development Code to allow stand-alone banking centers as a matter of right in most commercial zoning districts
- Represented clients in due diligence associated with acquisition of land for industrial, commercial and residential development

Public Sector Experience

John serves or has served as city attorney, assistant city attorney, assistant county attorney and special counsel to numerous local governments and quasi-governmental agencies.

John currently serves as:

- Town attorney for the Town of Fort Myers Beach
- Special counsel to the City of Delray Beach (general government)
- Special counsel to the City of Hollywood (litigation)
- Special counsel to the City of Sarasota (environmental and related litigation)
- Code Enforcement Special Magistrate to City of Oakland Park and Village of Sea Ranch Lakes

He has previously served as:

- City attorney for the City of Marathon
- City attorney for the City of Doral
- Interim village attorney for the Village of Palmetto Bay
- Town attorney for the Town of Miami Lakes
- Village attorney for the Village of Islamorada
- Special counsel to city in the negotiation and drafting of a development agreement wherein property owner voluntarily contributed monetary and off-site improvements benefiting city's residents
- Special counsel to city in an annexation dispute with adjacent local government
- Special counsel to town with respect to draft environmental impact statement for proposed runway expansion
- Special counsel to hospital special district in court challenge to the imposition of a municipal special assessment
- Special counsel to municipality in special assessment dispute with county
- Code Enforcement Special Magistrate to local municipality in Broward County

Reported Cases

- *Sansbury v. City of Orlando*, 654 So.2d 965 (Fla. 5th DCA 1995) [upholding juvenile curfew]
- *Bott v. City of Marathon*, 949 So.2d 295 (Fla. 3rd DCA 2007) [enforceability of affordable housing restrictive covenant]



- *Beyer v. City of Marathon*, - So.3d - , 2013 WL 5927690 (Fla. 3rd DCA 2013) [inverse condemnation claim – owners were not deprived of all economically beneficial use of their property]
- *City of Coral Springs v. North Broward Hospital District*, - So.3d – , 4D14-2351 (Fla. 4th DCA 2015) [imposition of city fire service special assessment on district property was illegal]
- *Department of Community Affairs v. City of Marathon*, DOAH Case No. 04-3500GM [challenge to adopted comprehensive plan]
- *Florida Keys Citizens Coalition, Inc. & Last Stand, Inc. v. Florida Administration Commission & City of Marathon*, DOAH Case No. 04-2755RP [proposed Administration Commission rule amending city's comprehensive plan not invalid exercise of delegated legislative authority]
- *Rossignol v. Village of Islamorada & Department of Community Affairs*, DOAH Case No. 01-2409GM [comprehensive plan provisions limiting transient rental uses in residential areas supported by appropriate data and analysis]
- *Department of Community Affairs v. Village of Islamorada*, DOAH Case No. 01-1216GM [challenge to adopted comprehensive plan]

Before Fox Rothschild

Prior to joining Fox, John was a member of a regional Florida firm's Land Use, Environment, and Government Affairs Department.

Beyond Fox Rothschild

John is a frequent speaker on governmental and land use topics.

Honors & Awards

- Martindale Hubbell, AV Preeminent
- *The American Lawyer & Corporate Counsel*, Top Lawyer in Land Use and Zoning, 2013

Practice Areas

- Infrastructure & Development
- Real Estate
- Environmental
- Construction
- Zoning & Land Use
- Government Relations

Bar Admissions

- Florida

Education

- Stetson University College of Law



Memberships

- The Florida Bar
- Board Certified in City, County and Local Government Law
- City, County and Local Government Law Section, Member
- Environmental and Land Use Law Section, Member
- Florida Municipal Attorneys Association, Member
- Greater Miami Chamber of Commerce, Member
- Cuban American Bar Association, Member

Jim Bronstein

Marine Business Advisors
US Marina Group

jimb@marineba.com

Professional Experience

Current

- Marine Business Advisors, Owner
 - An advisory/consulting firm for new and existing businesses, primarily engaged in the marina and boatyard industry.
- Saunders Yachtworks, Shareholder/Board Chairman
 - The largest boatyard in the Gulf Coast region, with locations in Orange Beach and Gulf Shores, Alabama.
- Marina Palms (d/b/a US Marinas), Managing Partner
 - New in 2016 –112 slip full service marina in Miami–Marina Management /boat club business.

Past

- Tres Niñas Boat Rental, Owner
 - Costa Rica's first and only boat rental business based out of Marina Pez Vela in Quepos, Costa Rica
- Marina Pez Vela, Development Partner
 - Major Costa Rican based marina and boatyard development project. 3rd marina in country to be built. Active partner to open first phase.
- Broward Marine, Chief Operating Officer
 - Well-known Yacht builder in Ft. Lauderdale. Engaged during transition to new business owner.
- Rybovich, President/Owner and COO/Vice President Marketing
 - One of the most prominent and well-known boatyards, marina and custom boat manufacturing businesses in the country.

Education

- Bachelor of Science in School of Business
- Degrees in Finance and Marketing
- University of Colorado, Boulder, Colorado
- Numerous on-going seminars and personal development courses



Primary Community Leadership

- Palm Beach County Tourist Development Council–Senior Board Member
- Red Cross, Palm Beach Area Region–Former Board Chairman
- Palm Beach County Film Commission–Former Board Chairman
- Rotary Club of Palm Beach–Past-President
- SunFest of Palm Beach County–Past-President

Primary Industry Leadership

- Marine Industries Ass’n of Palm Beach County (MIAPBC)–Founding Board member, Past-President, Recipient of Member of Year Award
- Marine Industry Association South Florida (MIASF)–Former Board member
- American Boat Builders and Repairer’s Association (ABBRA)–Past-President, Recipient of President’s Award
- International Marina and Boatyard Conference (IMBC)–Co-creator
- Marine Industry Conferences/Training Programs–Frequent presenter

Kevin Quirk

Marine Business Advisors
US Marina Group

kq@usmarinagroup.com

Kevin is widely known in the South Florida marine industry with over 20 years of executive marina management experience, most recently as Vice-President of Marina Operations for Pier Sixty-Six Marina, overseeing both the Pier 66 newly renovated marina as well as the Hilton Fort Lauderdale Marina. In 2015, Kevin had full oversight for a \$23 million redevelopment of the iconic marina prior to its recent acquisition by Tavistock Development Group.

Kevin previously served as Vice President of Marina Operations for LXR Luxury Marinas, a Blackstone Group LLC. In that role he was in charge of the operations of 7 full-service resort marinas, with over 18,000 linear feet of dockage including Pier 66 Marina, Hilton Fort Lauderdale Marina, Boca Raton Resort and Club Marina, South Seas Island Resort Marina, Sarasota Hyatt Marina, Hilton Key Largo Marina, all in Florida, as well as the El Conquistador Resort and Marina in Fajarda, Puerto Rico.

Kevin had full oversight for the renovation of the Bahia Mar Yachting Center Superyacht facility in 2003. The marina, which was under Kevin's oversight until sold in 2014, set a new standard for world-class Marina facilities while enabling it to meet the requirement of hosting the world's largest Boat Show, the Ft. Lauderdale International Boat show.

Kevin has been an active member of the Fort Lauderdale community with membership with MIAAF, US Superyacht Association, Ft. Lauderdale Chamber of Commerce, Fort Lauderdale Hotel and Lodging Association, SKAL, Coast Guard Auxiliary, Winterfest Boat Parade, and Broward County Boys and Girls Clubs.

Education

- Penn State University



RFQ #105-2020 CONSULTING SERVICES
(LIMITED TO MARINA SPECIFICS ONLY)

PROPOSAL SUBMITTED BY:
MARINE BUSINESS ADVISORS, LLC.
(dba US Marina Group)
www.marineba.com
www.usmarinagroup.com

JAMES BRONSTIEN and KEVIN QUIRK
MANAGING PARTNERS

513 PAR CT, NORTH PALM BEACH, FLORIDA 33408

jimb@marineba.com
561-346-9580

MARCH 18, 2020

NOTE: This proposal by MBA, is limited to the “marina related only” aspects of this RFQ as this is the area in which our expertise and qualifications excel. It is our opinion that a “marina specific group” should be partnered with the other RFQ qualified applicants to allow the Town to have the perfect combination of fire power to achieve the goal of creating a world class marina district. We have collaborated officially with Fox Rothschild, however, should the Town identify other scenarios better suited, MBA could be considered for direct engagement by the Town.

In order to achieve the desired results for the Town, we believe that a marina business expert must be engaged as part of the overall team.

SUMMARY OF QUALIFICATIONS:

Marine Business Advisors (MBA) has been in business since 2007. Started by Jim Bronstien and partnering with Kevin Quirk, MBA is perfectly suited to assist Lake Park in its quest to update the marina and marina business and turn it into a thriving economic engine for the town.

Jim Bronstien has been a fixture in the Palm Beach County community and Marine Industry for 30 years. A few relevant highlights of his career:

- For 20 years he presided over the famed company Rybovich, as both owner and president, until selling the company to Huizenga Holdings in 2005.
- Jim was one of 5 founding members to start the Marine Industries Association of Palm Beach County.
- Jim negotiated the initial agreement to bring the Palm Beach International Boat show to downtown West Palm Beach
- In 2006, Lake Park requested a proposal from Jim to oversee marina operations, but after further discussion, it was determined they would operate on their own and ultimately hired Jim’s long time dockmaster Mike Pisano, who left Rybovich shortly after Jim left with Jim’s full support.
- Jim has been a long-time member of the County’s Tourist Development Council and chairs the finance committee in charge of all bed tax dollars.
- Jim has extensive background and familiarity with the entire marina landscape in both Palm Beach County, as well as all of South Florida.

Kevin Quirk has a similar background. Based out of Ft. Lauderdale, his highlights include:

- 10 years with full oversight of the renowned Bahia Mar marina and hotel property, including a complete transformation of that facility to a megayacht marina
- Spearheaded negotiations with the owners of the Ft. Lauderdale International Boat show to secure long-term contracts to house that show at Bahia Mar.
- 12 years as Vice President of Blackstone Group’s LXR Marina division with full oversight of 8 marinas throughout Florida.
- Extensive knowledge in marina design, layouts and function.

*CV’s on both Jim and Kevin are attached at the end of this document for further review of their qualifications.

References:

Any work done by Jim or Kevin in their prior roles or any project associated with MBA or US Marina Group may be contacted as a reference. No project or work is off limits for references. Additional personal or specific references that may be requested are available upon request.

Our team fully understands the business of marinas.

- We are fully versed in layouts, design and operations that are most effective
- We are very knowledgeable with the primary marina engineering firms that will be required for this project
- We are very knowledgeable with the primary marina dock builders and support equipment that will be required for this project
- We are fully versed in wet slip marinas as well as dry storage facilities
- We fully understand the landside amenities required to make a marina successful
- We know how to integrate small boats with large yachts
- We know how to integrate commercial boat businesses with pleasure boats.
- We know how to operate marinas in a win-win relationship between operator and marina owners

PROJECT PORTFOLIO

US Marina Group / Marine Business Advisors operates in both advisory and oversight roles for both existing and new marina projects:

<https://marineba.com>

<https://usmarinagroup.com>

primary marina projects in 2019/2020 includes:

SUNSEEKER RESORTS, POINT CHARLOTTE – CHARLOTTE HARBOR, FLA:

Actively engaged in evaluation of business model to add 150-slip marina to a new development project underway by parent company of Allegiant Airlines. Working with developer and designers to determine marina layout, pro-forma financial models and operational functions. Includes site evaluation and feasibility of marina for pleasure and tour boats between 30' and 100'. Evaluation includes interface with engineering firms and permit agencies.



BAYSIDE MARKETPLACE/ MIAMARINA – MIAMI, FLA:

Analysis of existing City of Miami operated marina. Evaluation of synergies by aligning with privately operated Bayside Marketplace that surrounds the marina. Included site evaluation of 145 slip marina, evaluation of commercial boats as well as pleasure boats between 40' and 140'. Evaluation also includes pro-forma analysis and growth opportunities.



TOWN OF PALM BEACH MARINA - PALM BEACH, FL:

Engaged by Town of Palm Beach to do a peer review of the master plan for the proposed rebuilding of the town marina. Analysis and review of revenue and cost projections, analysis and review of marina operational plan, review of marina staffing plan, advise on marketing plan for marina. Presentation to Town Council with summary of review, including a re-evaluation of prior consultant's projections to a more realistic assessment. Ongoing involvement as project renovations begin.



BUENAVENTURA RESORT AND MARINA – PACIFIC COAST, PANAMA:

Brand new marina development project opened in December 2019 includes 60 wet slips, 60 dry stack slips, and associated amenities. Part of a 1,200-acre mixed use 5-star residential/hotel/golf course resort complex. Engaged on long-term basis from inception to analyze and oversee design/build as well as operate the marina under a long-term lease.



HURRICANE HOLE MARINA- NASSAU BAHAMAS:

Complete rebuild of existing marina beginning 1st Qtr 2020. Engaged to work with the owner and team at Sterling Global Financial to expand the marina from 2500 linear feet to 5500 linear feet. The marina will feature a mix of concrete fixed docks and aluminum floating docks catered to superyachts. Point person for this project is US Marina Group's partner Kevin Quirk.



MARINA PALMS- NORTH MIAMI BEACH, FL:

Brand new in 2016, this 112-slip condominium marina has been operated by US Marina Group since inception on a long-term basis. All slips are sold slips with rental programs and include luxury amenities including fuel dock, marine store, and private Boat Club, all for residents and guests of Marina Palms. US Marina Group's Jim Bronstien is managing partner of this marina operation.



17th STREET YACHT BASIN- FORT LAUDERDALE, FL:

Located at the Hilton Fort Lauderdale Marina Hotel, 17th Street Marina is owned by Brookfield hospitality and operated by the US Marina Group since Brookfield's acquisition of the property in 2018. US Marina Group is actively engaged in working with Brookfield to redesign the marina for a complete rebuild in conjunction with a major renovation of the entire property. The new dock layout is projected to increase the revenues by as much as 40%.



Additional active work includes marinas in Nevis and St Lucia, as well as other smaller marina projects throughout the U.S.

Prior Notable Marina Projects by Principals:

RYBOVICH BOATYARD AND MARINA – WEST PALM BEACH, FL:

US Marina Group's Jim Bronstien was owner/operator for 20 years of one of the most prominent Marina/Boatyards in the U.S. before selling the company to Huizenga Holdings in 2005. While under Jim's ownership, the marina and operations grew 5-fold.



PIER 66 MARINA- FORT LAUDERALE, FL:

US Marina Group's Kevin Quirk was COO of Marina operations and spearheaded a \$20m renovation while under the ownership of the Blackstone Group. All of the docks were reconfigured and repositioned to accommodate larger vessels.



MARINA PEZ VELA – QUEPOS, COSTA RICA:

US Marina Group's Jim Bronstien was a principle owner from conception to completion and had full operational oversight of the first phase of this major Costa Rica marina development project in 2007-2009, prior to selling the project to Costa Rican based development firm.



BAHIA MAR YACHTING CENTER- FORT LAUDERDALE, FL:

US Marina Group's Kevin Quirk was VP of Marina Operations for 20 years of one of the most recognized marinas in the U.S. and home to the largest Boat Show in the world (Ft. Lauderdale International Boat Show). While under Kevin's oversight, Bahia Mar underwent a \$18 million marina rebuild and can now house over 250 yachts.



SAUNDERS YACHTWORKS – GULF SHORES, AL:

US Marina Group's Jim Bronstien is a principle owner of this premier Yacht Service Boatyard in the Northern Gulf Coast. This 12-acre complex was built brand new in 2012 and is now considered the finest boatyard of its kind from Texas to the west Coast of Florida.



DETAILED STEPS

1. Site Analysis

MBA, in conjunction with the Town and P3 partner, would focus on the marina specific site:

- We would look at the combination of wet and dry slip opportunities, given the parameters of the Town's obligations, agreements, and restrictions as defined by the lead P3 partner.
- We would take the existing layout and slip counts and State Land lease parameters and evaluate the opportunities to reconfigure the marina
- We would balance large and small boat slip demands, combined with opportunities for limited commercial boat activities.
- We would look at existing small boat trailer storage on land and evaluate possible dry stack building options.
- We would provide financial modeling for all marina options

2. P3 Agreement Development

MBA, in conjunction with the Town and P3 partner would incorporate all marina related specifics in the Agreement:

- MBA knows how to differentiate marina developer groups from 3rd party marina operating groups and would isolate the proposed agreements accordingly.
- MBA would identify cost ranges to build the marina specific project and, combined with knowledge on the pro-forma results, could identify a reasonable ROI for both the Town and operator/developer which can then be put into a proposal format
- MBA is well aware of the marina landscape both in Palm Beach County, South Florida, and the broader markets, and would be able to provide reasonable expectations from marina operators and marina developers that would entice them to participate in this project
- MBA would work in concert with the P3 team and Town to prepare properly worded documents and terms for potential 3rd party marina operators and developers that would be acceptable.

3. Market and Coordinate P3 Meetings with Interested Developers

MBA would assist in identifying marina developer groups and 3rd party marina operating groups in an effort to clarify expectations up front:

- MBA would participate as needed in all meetings associated with identification of proper marina partners and builders and operators.
- MBA would provide relevant input at all stages as requested.

4. Evaluate P3 Agreement responses with Town Staff

MBA would review Marina related responses:

- MBA would provide the Town with a report contrasting the strengths and weaknesses of the Marina related respondents.
- MBA, with the Town, would evaluate the Marina bidder's abilities, whether they be marina builders, marina developers, or marina operators
- MBA would make objective recommendations on the best choices for building and operating the marina site and how they would best integrate with the other upland development projects

5. Town Commission Presentation and Contract Negotiation

MBA would participate in all Town and County meetings as needed for marina related topics.

- Due to the local nature of the partner of MBA, attendance at Town and County meetings would be easy
- MBA would be available to participate in all steps from inception to completion of evaluations and contracts for marina builders, marina developers, and marina operators.

SCHEDULE FOR ABOVE STEPS 1-5

MBA, acting as the primary support for the Town and P3 partner, would adhere to the timelines proposed by the Town and agreed by all parties. As time is always of the essence, MBA would be time sensitive to all aspects of this project.

It is, however, expected that this overall evaluation and selection process would, in reality, take approximately 9-12 months depending on permits, agreements, and economic conditions in place during this process.

PRICING

MBA prices advisory and consulting work based on an hourly rate of \$220/hour for partners and \$75/hour for administrative assistance. Outside engineering or CAD or any outside specialty services are not included.

Depending on the final selection by the Town and the final workload asked of MBA, it is anticipated that this project would likely consume approximately 30-40 hours average each month for MBA related work, depending whether affiliated with a P3 partner or directly engaged by the Town.

If selected, a firm price, if possible, would be agreed upon prior to start of engagement.

James E. Bronstien

513 Par Ct
North Palm Beach
Florida 33408

Call: 561-346-9580

jimb@marineba.com

Summary: *32 years as owner, senior executive, advisor, and partner of marine industry businesses.*

Professional Experience

Marine Business Advisors/US Marina Group

Owner

2006-present

An advisory/consulting firm specializing in operational, organizational, marketing, and financial management for new and existing businesses, primarily engaged in the boatyard and marina businesses. Long and short-term clients include repair yards, marinas and marine accessory businesses. Active Operating Marinas under US Marina Group include 17th Street Yacht Basin (Ft. Lauderdale), and Buenaventura Marina (Panama) with several other active marina projects underway.

www.usmarinagroup.com

www.marineba.com

Marina Palms Yacht Club and Marina

Managing Partner

2016-present

Long term operating agreement for new 112 slip marina and ownership of private boat club for adjoining residential development, Marina Palms, in Aventura, Florida. www.marinapalms.com

Saunders Yachtworks Boatyard

Shareholder/Board Chairman

2008-present

The premier full-service boatyard in the Gulf Region with facilities in Orange Beach and Gulf Shores, Alabama. Outside shareholder and board chairman of the company. www.saundersyacht.com

Tres Ninas Boat Rental

2012-2017

Owner

Principal of boat rental business in Quepos, Costa Rica. First boat rental business to be established in the country

Marina Pez Vela Marina and Boatyard

Partner

2008 - 2010

Advisor

2011 – 2016

Strategic Partnership

2017 - present

One of 3 partners of a major Costa Rican based marina/boatyard development project. Responsible for marketing program and operational consultation and design and layout of boatyard. Sold project to local development group. Advisor thru Marine Business Advisors. Strategic Partnership of boatyard with Saunders Yachtworks. www.marinapezvela.com

Broward Yacht Building and Repair Yard

Chief Operating Officer

2006-2007

Engaged on a contractual basis to provide a new owner structure, organization and development of all business operations following an acquisition of the mega yacht custom build and refit company.

Rybovich Yacht Refit, Marina and Boat Building

1984 -2005

President/Owner

10 years

COO/Vice President

11 years

Owned and operated one of the most prominent and well recognized yacht refit, marina, brokerage and custom boat manufacturing businesses in the country. Led a staff of 175 and grew and guided all facets of this famed business prior to selling the company to a major investment family.

EDUCATION:

Bachelor of Science in School of Business
Degrees in both Finance and Marketing
University of Colorado, Boulder, Colorado

PRIMARY MARINE INDUSTRY LEADERSHIP:

Marine Industries Ass'n of Palm Beach County
Founder and 20 year Board Member
Former President
Marine Industries Ass'n of South Florida
6 year Board Member
American Boat Builders and Repairer's Association
Former President, 20 year Director
Recipient of President's Award

International Marina and Boatyard Conference (IMBC)
Co-creator of conference
Marine Industry Conferences/Training Programs
Frequent speaker at IBEX
Instructor-Marine Service Management (MSM)

PRIMARY PALM BEACH COUNTY COMMUNITY LEADERSHIP:

Palm Beach County Tourist Development Council
Board Member 1996 -present
Red Cross—Palm Beach Area Regional Chapter
Past Board Chairman
West Palm Beach Waterfront Advisory Committee
Former Committee chairman
SunFest of Palm Beach County:
Former President, 15 year Board Member
Rotary Club of Palm Beach
Former President, 18 year Member
Palm Beach County Film Commission
Former Board Chairman

REFERENCES: Available upon Request

Kevin E. Quirk

2072 SE 17th Court
Lauderdale by the Sea, FL 33062

(954)-873-3157 (c)
KEQuirk5@Gmail.com

QUALIFICATIONS

25 years of executive management experience in diverse product types, markets, ownership relations, and brand affiliations with a consistent record of enhancing customer satisfaction, building market share, increasing revenue, and improving bottom line profits.

- * Start-up and turnaround operations background
- * Budgeting, forecasting, and full P&L responsibility
- * Capital project analysis and oversight
- * Marina Design and Development
- * Yield and electronic source management
- * Contract negotiation and client retention management
- * Sales and marketing innovation
- * Ownership/brand/employee relations
- * Commercial Office/Retail Lease negotiations
- * Federal, State, and Local permitting experience
- * Contractor bidding and ROI evaluation

WORK HISTORY

2018-Present

Partner in US Marina Group/Marine Business Advisors, Fort Lauderdale FL

Owner of a third party marina management/consulting company specializing in revenue management, design/build feasibility studies and operations of marine related businesses.

2017-2018

**Vice President of Marina Operations, Interstate Hotels and Resorts, for ownership groups of the Tavistock Development and Blackstone Group, Fort Lauderdale, FL
General Manager Hyatt Pier Sixty-Six**

- * Oversaw \$45 million resort operations for 388 rooms, 5 restaurants, full service Spa and 260 full time employees
- * Managed the operations of three deep water Marinas featuring 190 slips hosting vessels up to 350 feet in length
- * Prepared the marinas for Hurricane Irma and continued revenue generation with the resort facilities closed
- * Initiated first annual celebrity fishing tournament with the Emeril Lagasse Foundation

2004- 2016

Vice President of Marina Operations, WHM LLC, a Blackstone Group Subsidiary, dba Luxury Marinas, Fort Lauderdale, FL

- * Responsible for marine business unit of Luxury Resorts at eight upscale resorts
- * Served as an officer of the parent company, WHM, LLC
- * Established the LXR Luxury Marinas Branding

- * Processed due diligence for any new Marina Project
- * Generated \$25.5m in Revenues with an 88.7% operating profit margin
- * Designed the redevelopment plan for Pier 66 Marina to accommodate Superyachts and Megayachts
- * Won the 2010 PIANC Marina Excellence Design Jack Nichol Award
- * Negotiated the long-term contract for the World's Largest Boat Show
- * Designed and oversaw the build of 2 high-speed catamarans for guest transportation at the El Conquistador, A Waldorf Astoria Resort
- * Negotiated and managed lease terms for 25 office/retail tenants
- * Centralized purchasing of fuel to apply volume discounts for all marinas
- * Initiated monthly client events to increase guest loyalty and retention

1994-2004

General Manager, Huizenga Holdings, Bahia Mar Beach Resort and Yachting Center. Fort Lauderdale, FL

- * Responsible for the daily operations 250 slip full-service marina, 300 room hotel and 20 office/retail lease operations
- * Redesigned Bahia Mar Yachting Center, increased megayacht capacity from 25 to 100 slips resulting in a 37-month ROI payback
- * Oversaw the property through two room renovations and completed an 18.5-million-dollar marina renovation
- * Increased operational profit from \$1.1 million in 1994 to \$14.6 million in 2003.
- * Won brand's Presidential Award for customer service
- * Mentored Employee of the Year Award for the brand
- * Scored an unprecedented 100% on brand inspection
- * Won Carlson Executive Excellence Award
- * Chaired Regional Marketing Committee

EDUCATION

Pennsylvania State University, Bachelor of Science in Hotel, Restaurant and Institutional Management

MEMBERSHIP

United States SuperYacht Association
Fort Lauderdale Chamber of Commerce-Trustee member
Broward Economic Development Council
Broward County Boys and Girls Club
Marine Industries Association
Marine Manufacturer's Association
Broward County Convention and Visitors Bureau
Winterfest Boat Parade Board member
Fort Lauderdale Beach Advisory Board

REFERENCES

Available upon request



ADDENDUM NO. 1

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development (short title)

TOWN OF LAKE PARK RFQ NO. 105-2020

Each recipient of the Addendum No. 1 to the RFQ who responds to the RFQ acknowledges all of the provisions set forth in the RFQ and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the RFQ documents for the following RFQ No. 105-2020:

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Pre-bid informational meeting: It is mandatory for all interested Offerors to attend ONE of the following informational meetings:

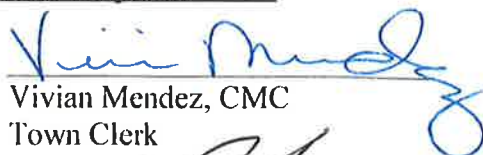
Friday, February 14, 2020 at 10:00am

Friday, March 6, 2020 at 10:00am


Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.

Offerors must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the RFQ document and therefore, must be executed. Failure to return this addendum with your submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
February 6, 2020

Signed By: 
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By: 
Print Name: James Bronstien
Title: Mgr. - Marine Business Advisors
Date: 3/18/2020

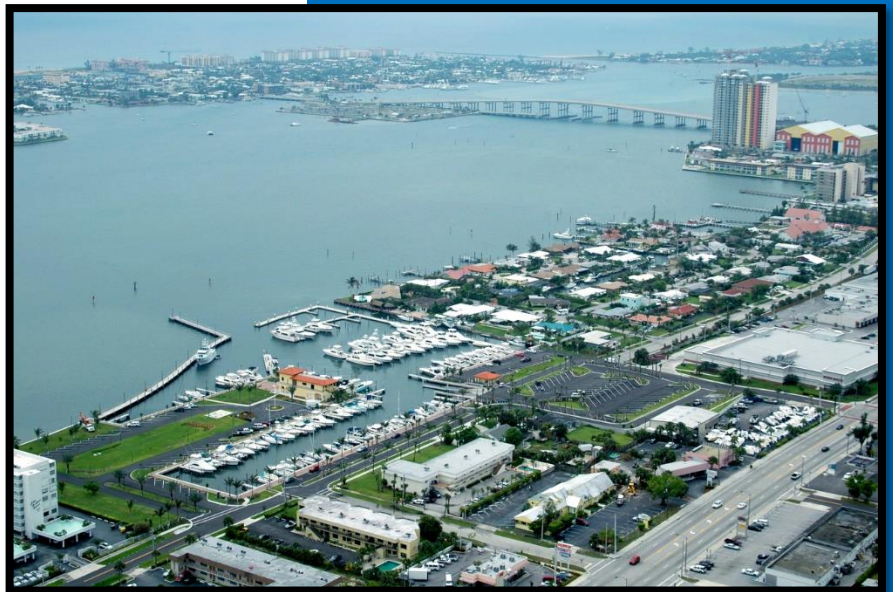
End of Addendum #1



RFQ 105-2020

Florida-Based Experts

***Expert in Florida's Unique P3
and
Redevelopment Laws***



Proposal in Response to Town of Lake Park
RFQ 105-2020

Submitted by

Don DeLaney, President
Strategic Development Initiatives, Inc.
9503 SE Saturn Street
Hobe Sound, FL 33455
772-233-0712

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SUBMITTAL SIGNATURE FORM

ATTENDANCE REQUIREMENT SIGNED FORM

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SECTION 3 P3 PORTFOLIO

SECTION 4 SCOPE OF WORK AND PHASING SCHEDULE WITH
COMPLETE PRICING

SECTION 5 REFERENCES

SECTION 6 REQUIRED FORMS

Proposal Submission Form
Required Attendance Signature Form
Transmittal Letter



PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: Strategic Development Initiatives, Inc. (SDI)

Street Address: 9503 SE Saturn Street, Hobe Sound, Florida 33455

Mailing Address (if different from Street Address):

Telephone Number(s): 772-233-0712 and 305-778-5516

Fax Number (s): :N/A.,_____

Email Address: diana.mckinney473@yahoo.com

Federal Employer Identification Number: 650320035 _ _ _ _ _

Signature: 

(Signature of authorized agent)

Print Name: Diana McKinney Title: Vice President

Date: January 9, 2020

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/ agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOACALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.



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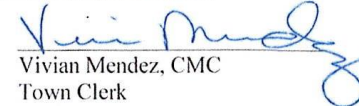
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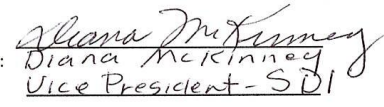
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Issued By: Town of Lake Park
Office of the Town Clerk
February 6, 2020

Signed By: 
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By: 
Print Name: Diana McKinney
Vice President - SDI

Title:
Date: 3-14-20

Date:

End of Addendum #1



Don DeLaney, President

Strategic Development, Inc.
9503 SE Saturn Street
Hobe Sound, Florida 33455
Phone: 772-233-0712/305-778-5516
Ddelaney1313@icloud.com
Dmckinney473@yahoo.com

March 17, 2020

Town of Lake Park:

SDI is pleased to submit our proposal in response to the Town of Lake Park RFQ 105-2020.

Our staff has extensive experience with Public/Private Partnerships, from both the governmental entity perspective and from the developer's vantage point. SDI's principal, Don DeLaney, is directly engaged in each project we undertake. Our competition presents themselves as serving in a "support" role or state they will provide "analysis". We will take responsibility to deliver a fully completed successful project and serve as the lead for all three phases – A to Z.

SDI's unique multi-skilled team is well suited in implementing the goals of this RFQ. Unlike the large non-specialized firms we often compete with, SDI does not focus upon the volume of clients as the measure of success.

In the firm's 28-year history, every project deadline has been met, and every task has been completed under budget. We understand the demanding schedule required by the Interlocal Agreement, the importance of successfully redeveloping all four marina area properties in order to relieve the pressure placed on the ad valorem millage rate, and commit to representing only the Town of Lake Park's interest during this entire undertaking. We have listened to what your Mayor and Commission have said. We understand what is required.

We look forward to serving the Town of Lake Park in its goal to improve and redevelop a rare town owned waterfront jewel.

Sincerely,

Don DeLaney

Don DeLaney, President

SECTION 1

What Makes SDI Different



We have prepared a comparative analysis chart that identifies what we believe represent unique and valuable traits, experience, and key factors of comparison that distinguish SDI in contrast to its potential competitors.

We hope this point-by-point delineation will be of value.

COMPETITIVE COMPARISON

SDI	Competitors
<p>1</p> <p>SDI/Mr. DeLaney will provide a non-compete clause that assures and protects the interest and success of the Town of Lake Parks project. This commitment shall be incorporated into the Continuing Services Agreement. Other firms will retain the right to “shop” deals and developers that further their own profit-driven interest even if at the expense of securing the most suitable P3 Partner to support the Town’s goals.</p> <p>SDI is the only firm that will make this assurance to the Town of Lake Park. Mr. DeLaney owns SDI entirely and as CEO can make this binding commitment.</p>	<p>Comparable Assurances:</p> <p>NO</p>
<p>2</p> <p>SDI/Mr. DeLaney is a court-recognized expert in Florida's extensive and unique arena of redevelopment law, public finance and community development.</p>	<p>Comparable Experience:</p> <p>NO</p>
<p>3</p> <p>SDI/Mr. DeLaney has served as the appointed representative of the State of Florida in numerous Chapter 120 Administrative Law Hearings. Mr. DeLaney won every case. He was also appointed to serve as a Hearing Officer (Magistrate) for a Chapter 120 dispute. This important and unique experience and expertise regarding the conflict dispute process between multiple government entities is an asset regarding potential and likely disputes that may arise as the P3 Partnership moves through the entirety of the process to completion. In an undertaking this complex there may be disputes or efforts by affected parties that must be resolved in a timely and non-litigious manner.</p>	<p>Comparable Experience</p> <p>NO</p>

SDI	Competitors
<p>4</p> <p>As a political appointee under the former Governor Graham administration, SDI/Mr. DeLaney has served in a professional staff capacity regarding numerous issues that have gone before the Governor and Cabinet in their capacity as the TIITF and LWAC. All Marina issues related to the riparian rights of the Town and/or P3 Partnership, submerged lands, marina reconfiguration and required permitting will be required to receive a positive ruling and approvals from the Governor and Cabinet in the aforementioned capacities. Mr. DeLaney has this unique and valuable experience</p>	<p>Comparable Experience: NO</p>
<p>5</p> <p>SDI/Mr. DeLaney can <u>fully commit to maximum availability</u> upon short notice as part of a continuing services agreement. This will allow Mr. DeLaney to meet personally with representatives of development entities, and capital/investment managers. Our immediate proximity and contract structure eliminates the uncertainty of additional fees or travel expenses being charged to the Town. It is estimated the average cost of a single overnight visit by an out-of-state firm would be approximately \$1000 per visit.</p> <p>SDI/Mr. DeLaney expects in-person appearances, attendance at staff meetings, work sessions, interviews, marketing outreach and attendance at public hearing workshops or any appearances requested by the Mayor and Commission will be a minimum of 8 times per month. The travel cost to the public would be in excess of \$50,000 annually above and beyond the negotiated continuing services contract if an out of state firm is selected.</p>	<p>Comparable Assurance: NO</p>

SDI	Competitors
<p>6</p> <p>SDI/Mr. DeLaney personally possesses a unique combination of multi-national experience in the arenas of securing development financing, negotiating mezzanine capital instruments, securing development permits, and oversight responsibilities for the entire construction phase of the project. The Florida based highly successful example of this experience is the Amrit/Creative Choice Flagship project which is a 1 million square foot mixed-use project with a market valuation of a third of a billion dollars. This successful project can be viewed from the Town Marina.</p> <p>Without mezzanine financing it is highly unlikely that any private entity will take on this risk associated with this project. Mezzanine financing can only be secured by earning a high degree of confidence in the private sector risk/reward analysis. Mr. DeLaney has documented success in this arena.</p>	<p>Comparable Experience: UNKNOWN</p>
<p>7</p> <p>SDI/Mr. DeLaney was appointed by former Governor and US Senator Lawton Chiles to serve as his envoy to lead the redevelopment of the South Dade Region in the aftermath of Hurricane Andrew. At the time, Hurricane Andrew was the most devastating natural disaster in the history of the United States, only surpassed by Hurricane Katrina in 2005. As the Governor's envoy, Mr. DeLaney's was tasked with creating a CRA, preparing the Redevelopment Plan, serving in an advocacy role to secure all approvals for the CRA. He also secured a \$54 million appropriation from Congress, approved by President Clinton. Mr. DeLaney also headed the Bond Team, a public/private initiative which successfully raised \$4.8 million utilizing the TIF mechanism that was established as part of the new CRA as the debt instrument pledge of payment.</p> <p>In the 5 years serving in this capacity he successfully negotiated and implemented private redevelopment in partnership with public resources too numerous to list. He was successful in redeveloping and rebuilding the total economy of a city approximately 10 times the size of Lake Park. Please refer to the letter of recommendation from Former Governor</p>	<p>Comparable Experience: NO</p>

<p>Lawton Chiles which specifically mentions the use of public/private partnerships.</p>	
<p>SDI</p>	<p>Competitors</p>
<p>8 SDI/Mr. DeLaney has never been sued by a client, missed a deadline, or exceeded budget on any project.</p>	<p>Comparable Assurance: UNKNOWN</p>
<p>9 SDI/Mr. DeLaney served as the Executive Officer with the Amrit/Creative Choice Group for approximately 3 years. During that time he was charged with the responsibility of evaluation, analysis, market considerations and overall risk/reward recommendations in response to numerous P3 opportunities. In this capacity Mr. DeLaney served as the private sector counterpart to P3 offerings that are synonymous with the initiative to be undertaken by Lake Park.</p>	<p>Comparable Private Sector Experience at the Executive Level: UNKNOWN</p>
<p>10 Mr. DeLaney has unique banking experience and was a part owner and member of the original founding group of a privately held commercial bank and trust established by charter in the State of Florida. (Grand Bank and Trust) This Florida-based bank established branches and trust divisions in Palm Beach, Martin, St. Lucie and Indian River Counties. At the height of the bank's success, we sold the trust division to Harbor Branch Bank, and approximately 2 years later sold the commercial division to Seacoast Bank under a stock/capital option. Mr. DeLaney understands finance and investment capital requirements. This level of credibility in the private financial sector is extremely rare and <u>is a significant asset to the credibility of Lake Park's initiative.</u></p>	<p>Comparable Experience: UNKNOWN</p>

SDI	Competitors
<p>11</p> <p>SDI/Mr. DeLaney commits to cap the Town of Lake Park's financial outlay for the continuing services agreement, (which will likely cover 3 years with a standard 90 day notice clause) at \$375,000 (approximately \$125,000 per year through Final CO) <u>This represents an approximate 15 cents on the dollar expenditure in comparison to the \$2.5 million minimum public expenditure required to meet minimum engineering standards as identified in the Town's Marina Engineering report.</u></p> <p>All costs beyond the afore-mentioned capped amount shall be paid by the private sector partner <u>beginning in Phase II and increasing through Phase III of the A to Z development program.</u></p> <p>This will be a condition of the P3 agreement negotiated with a development partner.</p>	<p>Comparable Assurance: UNKNOWN</p>
<p>12</p> <p>SDI/Mr. DeLaney will serve as the on-site Project Manager in the project construction office throughout Phase III of project completion. This is part of our A to Z commitment. The on-site construction office will be provided by the private developer as part of the negotiated agreement.</p>	<p>Comparable Assurance: UNKNOWN</p>
<p>13</p> <p>SDI/Mr. DeLaney has established a long-term, professional relationship and positive reputation with multiple equity and capital investment entities. As part of the continuing services relationship Mr. DeLaney will commit to only utilize these professional relationships to secure capital for Town of Lake Park P3 initiative. Mr. DeLaney has personally raised multiples of millions of dollars in investment and redevelopment capital. Ensuring the financial strength of this project is the most vital undertaking. All other permitting and construction issues can be managed within our control.</p>	<p>Comparable Assurance: NO</p>

SDI	Competitors
<p>14</p> <p>As part of our P3 Portfolio experience, Mr. DeLaney served as the first Executive Director of the Riviera Beach CRA. He was appointed by the CRA Board and City Commission to lead all RFP/Q/Contract negotiations/proposals and all terms and contractual P3. A full P3 Marina development agreement was negotiated, prepared and approved by the CRA Board under Mr. DeLaney’s leadership. This accomplishment mirrors the P3 and is an important experience as part of our portfolio. The selection process for a private partner will be more timely and sophisticated, but equally transparent as the previous protocol.</p> <p>Subsequently the Riviera Beach City Commission voted 3-2 not to proceed. Mr. DeLaney resigned due to his frustration with the political instability of the Riviera Beach City Commission. During the next election cycle all 3 opposing Commission members were voted out of office. One was subject to an investigation by the Palm Beach County State Attorney’s Office Public Crimes Unit.</p>	<p>Comparable Experience: UNKNOWN</p>
<p>15</p> <p>As opposed to our out-of-state competitors, SDI/Mr. DeLaney understands that an out of state attorney cannot meet the requirements of being certified by the Florida Bar and is unlikely to possess expertise in Florida’s unique laws pertaining to P3 and Development/Land Use laws. Out-of-state firms cannot provide this statement.</p>	<p>Comparable Assurance: NO</p>
<p>16</p> <p>The needs of the Town of Lake Park and realization of the Town’s Mayor and Commission’s publicly stated goals and vision will be top priority for SDI/Mr. DeLaney. SDI/Mr. DeLaney has a 30-year career in serving both public and private clients in Florida. Mr. DeLaney’s family roots in Florida extend to the late 1890’s. This is our home. Major developers and financial entities recognize our reputation and credibility. We intend to extend that credibility to the Town of Lake Park exclusively.</p>	<p>Comparable Assurance: NO</p>

SECTION 2

SDI Team Competency and Expertise



SDI TEAM COMPETENCY AND EXPERTISE

To maintain the highest standard of service to our clients, our firm has focused its practice on community redevelopment with emphasis on economic returns to our client communities. Our staff has extensive experience with Public/Private Partnerships, from both the governmental entity perspective and from the developer's vantage point. Mr. DeLaney has taken the lead responsibility to secure the necessary development rights and permits for projects ranging from single family homes to mixed use waterfront developments with final buildout exceeding one million square feet. These projects have all been Florida-based.

SDI'S Principal, Don DeLaney, has spent the last three years as Executive Officer of a multi-national development firm. This firm is structured as the holding company for Creative Choice Homes, Etech, ImproSynergies, Oprimal Construction and Amrit Ocean Resort and Residences. As Executive Officer, Mr. DeLaney reported directly to the Founder and CEO of a 6,000 employee firm with operations in 3 countries. Mr. DeLaney has been responsible for risk reward analysis to determine viability of potential development investment, P3, and redevelopment opportunities throughout the North American continent. Mr. DeLaney has now returned to lead SDI, a P3 and Redevelopment Consulting firm he founded in February of 1992. We have included several P3 projects for which Mr. DeLaney was responsible for analysis and deciding upon a course of action. In each of the Florida-based P3 offerings by local governments he found the local entity and its consultants did not present a compelling case to convince him to engage in further discussion. We received a release from our non-disclosure agreement and can now include some additional insight into our role.

Mr. DeLaney understands what skills and reputation a P3 Project Representative must embody in order to be successful in recruiting a quality Development and Capital Investment Partner for Lake Park.

Diana McKinney joins him again as Vice President. She has worked with SDI since 1998 and has served with Mr. DeLaney as a Special Assistant during part of his tenure with Amrit and Creative Choice Group.

SDI's principal, Don DeLaney, is directly engaged in each project we undertake. Our firm is careful not to overextend to ensure the highest level of expertise is consistently available throughout a project lifecycle. We will be with you from start to finish.

Bill McConaghy has served as Project Economic Analyst since 2008 for SDI/Mr. DeLaney.

SDI Inc. is a unique Florida-based consulting firm that provides A to Z services for public redevelopment which include:

SERVICES INCLUDE:

Economic Development Services

- Economic evaluation of current area economic conditions and opportunities
- Economic stimulus analysis recommending potential funding resources for local governments, CRAs, and agencies
- Technical assistance and training for the public sector regarding economic and community development
- Local business incentive development
- Economic impact multiplier analysis
- Structuring public-private partnerships to achieve economic goals
- Negotiations with private sector developers

Financial Services

- Financial justification for support of development proposals
- Financial advisor to take capital instruments or credit facilities to market
- Tax Increment Financing (TIF) bond validation
- Tax Increment Financing (TIF)-revenue projections
- Financial analysis of proposed public investment
- Budgeting and capital improvement calculations
- Project budget preparation
- Quantitative Analysis of Public Return on Investment

Real Estate Acquisitions & Development

- Land & property acquisition and disposition strategies
- Analysis of market realities, opportunities and restrictions
- Preparation of offering documents for development projects
- Experienced in commercial, multi-family, mixed-use and single-family underwriting asset and property management.
- Affordable housing policies and initiatives, including infill housing strategies utilizing public incentives
- Implementation of proposed acquisition and disposition strategies
- Development of partnerships with private equity funds and private investors
- Creation of new strategies for stalled developments in primary locations for both public and private benefit

- Recruiting of private sector investment and participation in desired public development projects
- Public presentations to legislative bodies and community groups
- Review and amend possible Land Use, Zoning, Comprehensive Plan changes or amendments to promote desired redevelopment
- Create and implement new development and redevelopment incentives
- Project and permitting advocacy work to secure all necessary approvals ranging from local, county, state and federal requirements
- Contract management oversight and responsibilities to ensure compliance with negotiated terms and conditions **and mitigation and resolution of disputes.**
- Construction and on-site Project Management from the receipt of the first building permit to final certificate of occupancy. This experience includes conducting weekly construction management oversight sessions to ensure benchmarks are being met. This responsibility requires constant on-site management and a presence at the construction site.

Public Economic and Community Redevelopment Services

- Preparation of community redevelopment plans and implementation plans
- Statutory compliance analysis
- Public presentations and workshops
- Training workshops for Boards and CRA staff
- Professional staffing of Boards, advisory committees, and business community groups
- Development of public-private partnerships
- Preparation of offering documents for development projects
- Establishment of tax-increment financing (TIF) districts
- Redevelopment program and project implementation and financing
- Community redevelopment plans
- Redevelopment program implementation
- Finding of necessity studies
- CRA plan amendments
- Preparing draft notices, resolutions, and ordinances
- Creation and management of Community Redevelopment Agencies
- Public Infrastructure initiatives

- Preparation of annual reports to fulfill CRA reporting requirements
- Lobbying at city, county and state level
- Community visioning and charrette workshops to gain public input into redevelopment programs, strategies, and urban design issues

In the firm's 28-year history, every project deadline has been met, and every task has been completed under budget. We encourage you to contact our references as presented in this RFQ response.

SDI has a highly refined understanding of P3 negotiations and governing legislation (Chapter 287 F.S). This is evidenced by the following synopsis of the origins and benefits of the P3 process prepared by Mr. DeLaney to be shared with all Lake Park team members.

Over the past several years in Florida there has been a continual expansion of P3 projects which was initially utilized for state transportation infrastructure. These are governed by Section 334.30 F.S.. But recently Florida has expanded its support for P3s by adopting legislation that further allows and encourages local governments to use this strategy to expand the local economy and create redevelopment on publicly owned land, to construct government buildings and related social infrastructure. The new laws, policies and practices are highly valuable to create agreements between the Town and a private sector partner. **Florida legislation is unique and has only been fully in effect since 2014.**

During the 2013 legislative session, Florida's House and Senate overwhelmingly approved HB 85. This legislation established and broadened the framework for P3 projects. This law, and the subsequent amendments to Section 287.05712 governing procurement and contractual services encourages a P3 procurement process for use by cities, counties, and school boards and other public entities. It also provides for both solicited and unsolicited proposals thereby recognizing and relieving some of the burden of local government professionals with regard to implementing previously cumbersome FRP/RFQ processes. The advent of this more responsive yet equally transparent system allows cities to accomplish public goals such as those identified in a city's comprehensive plan and redevelopment plan (Chapter 163, parts II and III F.S) and Visioning Plans. P3s generate multiple sources of revenue to support a city and local elected officials in their efforts to provide services for their citizens by creating economic engines relying on private sector capital and does so at a much faster pace. **Further it relieves the ever-increasing pressure that exists on operating millage rates.** From our earlier discussions with the Mayor and several

Commission members we understand the importance of generating revenue to alleviate the burden and over reliance on property tax reserves.

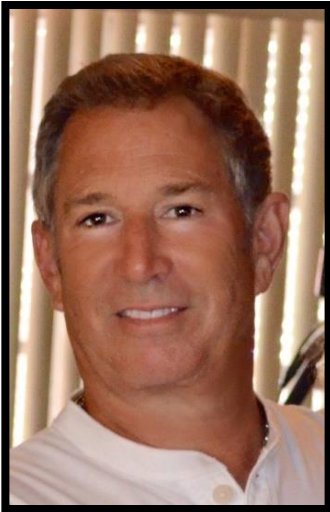
With the proper pieces in place the P3 structure allows for the public good to be served, projects that fulfill the public need and vision to be built and shift the risk transfer and responsibility from the public sector to the private sector capital and expertise in serving the public interest.

The key to success when utilizing the P3 is to possess a reputation for understanding the private sector investment criteria and to establish credibility that will earn private sector investment interest criteria. Private sector entities do not traffic in "deliverables." We understand this has become a public sector "buzzword" but in practice it often means the consultant will deliver a report or plan along with an invoice and then leave. What is actually required is accomplishing a series of benchmarks through every development phase and moving forward to manage and accomplish the next benchmarks. In the private sector bonus or incentive payments, or equity positions are earned based upon these measures of success and progress towards construction of the entire project. We must understand and embrace that mentality in order to entice \$40,000,000 in risk capital to parties with our vision.

As of the date of this submittal no P3 mixed-use project with a marina sub-element have been completed in Florida under the new law.

SDI/Mr. DeLaney possesses the unique skillset, experience and reputation to help Lake Park be the first.

Don DeLaney, President of SDI, Inc. 1992-2020



Don DeLaney is recognized as one of Florida's most knowledgeable experts in all aspects of economic and community redevelopment and Chapter 163, Part III, Florida Statutes. **Mr. DeLaney has served as an expert witness on issues related to Chapter 163, Part III, F. S.** and other statutory rules affecting private partnerships with public entities.

Over the past 3 years Mr. DeLaney has focused in detail on private sector investment and development. He has served as Executive Officer to the Founder of the Amrit/Creative Choice Group. His initial work with them began in 2015 with the responsibility to create a Public/Private metric demonstrating both quantitative and qualitative Public Return on Investment for Amrit, a \$300,000,000, 1 million square foot mixed use development would create for the City. Since 2017 in his role as Executive Officer, he had responsibility and authority to review and form policy decisions on numerous P3 opportunities that were available to the Amrit/Creative Choice Group. Several of those P3 projects that were presented by local governments are presented in SDI's P3 Project Portfolio. Mr. DeLaney was responsible for all underwriting, Economic Analysis, Project Feasibility, Market Potential Analysis, and evaluation of the capability and credibility of the local government entity offering the P3 RFP/Q. To put a point to it, Mr. DeLaney was in the exact private sector role that would be his counterpart if selected by Lake Park for this project. This is exactly what Mr. DeLaney does. His responsibilities run from A (initial review and recommendation) to Z (oversight of all permitting and construction management until issuance of final CO). He has established long-term relationships with and is in direct contact with multiple private sector national and multi-national investment and capital investment entities.

Mr. DeLaney was the first professional chosen on the recovery team assembled at the request of **Governor Lawton Chiles** to restore the Homestead area following the devastating Hurricane Andrew in 1992. As Director of Development he was responsible for development and implementation of \$54 million in public and private sector investment to rebuild the region. In addition to creating the CRA for the City, he developed economic, redevelopment and affordable housing strategies utilizing tax-increment financing, enterprise zones, tax credits, and negotiated numerous public/private partnerships.

Mr. DeLaney has extensive knowledge relating to public redevelopment initiatives and public policy implementation. In addition to his related academic achievement in this area, he served **for 7 years** as an appointee of former **Governor Graham** with responsibilities for numerous statewide economic and redevelopment issues. His state level of work included assisting with drafting sections of Chapter 163, Part III, which governs all redevelopment in the State of Florida. Additionally, he managed the State's private investment incentive initiatives such as Florida Enterprise Zone program, Jobs Tax Credit (Sales and Use Tax, Jobs Tax Credit (Corporate Income Tax) Sales Tax Refund for private sector Business Machinery and Equipment used in Enterprise Zones, and Community Contribution Tax Credit. He served as a **CRA Executive Director in**

Florida for 5 years responsible for the implementation of the redevelopment initiative and has spent the last 3 years exclusively in the private sector.

Mr. DeLaney is regarded as a public finance expert and is a published author on the subject of Tax-Increment Financing (TIF). The American Planning Association distributes his article as its seminal piece on TIF in the *American Planning Journal*. He teaches the “Innovative Financial Approach” track for The Bond Buyer publication. Mr. DeLaney also served as head of the bond team, which was successful in launching an S&P “AA”-rated tax increment bond for the Homestead CRA following the devastation of Hurricane Andrew. Mr. DeLaney leveraged the capital generated by this financial instrument was utilized in multiple ways as incentives to successfully create numerous public/private projects. The historic success in rebuilding a city approximately ten times the size of Lake Park is acknowledged in the letter of recommendation written by Governor and US Senator Lawton Chiles.

SDI provides a full range of professional consulting services in the areas of **Community Redevelopment, Economic Development, Real Estate, and Financial Strategies, Market Analysis, and deal structuring.** SDI provides consulting services for both public and private sector clients, which include creating economic tools to allow communities to implement economic development and redevelopment activities. These services include recruitment of private sector investment, expert technical assistance/training for elected officials and public sector professionals, financial analysis and calculation of public return on investment for proposed public/private projects, preparing complex requests for proposals and qualifications, structuring and negotiating innovative financial mechanisms and multi-party P3 agreements, economic evaluation of current area economic realities and opportunities, land and property acquisition and disposition strategies. SDI provides analytical reviews and assessments, which include market and demographic evaluations for development and investment companies with both commercial and residential real estate interests. Our services also include serving in Financial Advisor roles to take bond and other capital instruments to market, private sector development negotiations, and tax-increment financing projections. We also have extensive experience in creating and negotiating public/private partnerships.

Mr. DeLaney earned a Bachelor of Arts in Political Science, and a Master of Public Administration at the University of Florida, Gainesville, Florida. He is a published author and lecturer.

Diana McKinney, Vice President SDI 1998-2020



Ms. McKinney has been with SDI for 22 years.

Her municipal government experience includes serving as **Executive Director of a CRA, Interim City Manager, and Assistant City Manager, Special Assistant to Executive Officer of Amrit/Creative Choice Group.**

Most recently, Ms. McKinney was assigned to serve as Special Assistant to Don DeLaney, Executive Officer for the Amrit/Creative Choice Group from 2017-2019. Her earlier municipal management experience and 20-plus working in a key role with SDI made her a valuable and flexible professional who served an interim role as start-up manager for the Amrit executive office.

She has been the lead professional assigned to Miami-Dade County, St. Johns County, Bunnell, North Miami Beach, Homestead, and Martin County projects. Ms. McKinney coordinates projects that include all aspects of the CRA process, including research and preparation of Findings of Necessity, and writing technical and program sections of redevelopment plans. Ms. McKinney's background in structuring redevelopment program guidelines and implementation strategies makes her a valuable part of the SDI team. She is involved in SDI's investment recruitment outreach activity and in preparing related marketing materials, as well as organizing and attending investment recruitment sessions with prospective developers.

Ms. McKinney gained valuable experience in the management and operation of all city departments in her role as **Assistant City Manager**. Her responsibilities included preparation of resolutions and ordinances and agenda management and production. During her term as ACM she was assigned one of the City's most significant initiatives, the management and coordination of the creation of a Community Redevelopment Agency. During the year it took to complete the required steps to gain approval (in a home-rule county) she was asked by the Mayor and City Commission to serve as **Interim City Manager**.

When the Community Redevelopment Agency was established, Ms. McKinney was named as **Executive Director**. During the initial year of operation, the Simon Corporation received approval to begin construction of a multi-million-dollar retail, entertainment and dining destination. The Shops at Sunset Place, a Public/Private Partnership, included an AMC 24-screen and IMAX theatre complex, Niketown, Gametime, Splitsville Luxury Lanes and Dinner Lounge, and leading retailers. Also, during the first year of operation under Ms. McKinney's leadership the agency launched numerous innovative redevelopment programs, began operation of a trolley service and raised more than \$300,000 in private funds for initial start-up projects in the CRA area.

Ms. McKinney earned a Bachelor Degree in Journalism from the University of Arkansas at Little Rock

Bill McConaghy



Bill McConaghy joined the SDI team in 2008. His private sector experience adds a unique element to SDI's Public/Private perspective in approaching projects requiring economic research and assessment of development's impact on the local economy. He assists Mr. DeLaney in applying this to develop strategies that provide the greatest economic advancement and probability of a successful project.

Mr. McConaghy is a licensed **Florida** Real Estate Broker with International Marketing Certifications, and possesses key skills to coordinate all aspects of real estate acquisition strategy development, including analytical studies of local issues that may impact those strategies. His key skills include region focused market analysis, area economic impact assessment, conducting due diligence, new construction and redevelopment implementation, as well as, operational oversight. He oversees all data collection and assists Mr. DeLaney in structuring financial underwriting of public returns to support investment in public/private partnerships, along with implementation strategies.

- Mr. McConaghy is a licensed Florida Real Estate Broker with International Marketing Certification
- Coordinated with Developers & City Departments to create a Public Return on Investment analysis to support public TIF investment.
- Successfully completed underwriting, resulting in unanimous votes of governing officials in Ocala, Riviera Beach, St. Johns County, Martin County, and North Miami Beach for the subject properties.
- Project types underwritten include hotel, mixed-use retail, office, residential, medical, and retail banking and office.
- Associate on private portfolio acquisition and assistant development manager in seven different counties throughout Florida.
- Coordinated CIP & CRA projects investigation in order to prepare a detailed manifest of all current, viable projects in Martin County's 7 CRA areas.
- Preparation of economic modeling for U.S. based and International Investor interest.

Mr. McConaghy earned a Bachelor of Science degree from the University of Florida.

CORPORATION HISTORY

Strategic Development Initiatives, Inc.,(SDI), (EIN # 65-0320035), is a Sub-Chapter S Florida corporation wholly owned by DON DELANEY, a redevelopment and tax increment financing consultant with its main office located at 9503 SE Saturn Street, Hobe Sound, Florida 33455. SDI has been in business for 28 years.

SDI was incorporated in 1992 and has operated under the same name since its inception. SDI has never performed business under another name.

Firm Name: **Strategic Development Initiatives, Inc.
(SDI)**
**Mailing Address: 9503 SE Saturn Street
Hobe Sound, Florida 33455**

Established/Incorporated: 1992

FEIN: 65-0320035

President: Don DeLaney

Phone: 772-233-0712 (cell)

and 305-778-5516

Email: ddelaney1313@icloud.com

SECTION 3

P3 PORTFOLIO



THE FOLLOWING IS A PARTIAL LIST OF OUR PORTFOLIO. THE SELECTIONS ARE PROJECTS LOCATED IN FLORIDA. WE ENCOURAGE YOU TO CONTACT OUR NUMEROUS PUBLIC AND PRIVATE-SECTOR REFERENCES SO THAT THEY MAY SHARE DETAILS AND IMPRESSIONS OF OUR WORK WITH THEM AS THEY DEEM APPROPRIATE.

PROJECT DESCRIPTION

Amrit Ocean Resort and Residences

3100 N. Ocean Drive, Singer Island, FL

Amrit is a one-million square foot mixed-use waterfront city by the sea with an international profile and a market valuation of more than a third of a billion dollars. Amrit, composed of two 20 story towers, is a resort-residential mix of



182 luxury condos, including 11 penthouse residences with private rooftop terraces, plus 155 hotel rooms. The unique concept is the focus on wellness, with 30,000 square feet of spa and wellness facilities, including indoor and outdoor spa, conference and meeting facilities, oceanfront restaurant, mediation garden, indoor/outdoor spa studio and private beach club. Condo pricing ranges from \$1 million to more than \$4 million.

Mr. DeLaney/SDI's Role

As Executive Officer, Mr. DeLaney served in multiple executive capacities during the entire development process for this project:

- Public Economist focusing on the public return on investment
- Served on the negotiation team for development rights, non-monetary development incentives, negotiations to establish appropriate impact fees to be paid to both County and City governments
- Served as the construction process Executive Officer with oversight responsibilities of the entire construction phase
- Personal Representative of Founder, Mr. Dilip Barot on numerous matters relating to all phases of the project

An additional description of Mr. DeLaney's role in this project is also referenced in Item 6 and 9 on the Competitive Comparison Chart in Section 1 of this document.

The Palm Beach Post quoted **Don DeLaney**, who represented Amrit's economic analysis:

"Riviera Beach could see its annual property tax collection for the property go from \$53,000 to \$3.7 million. The City would collect \$3.2 million in fees as the resort and spa is being built. Over a 10-year period the City would collect \$38 million in fees and property taxes from the project."

DeLaney said, "I will tell you, as a public economist, that is a large enough number to help relieve some of the pressure that local elected officials have in trying to provide the services for the community without having to raise the tax rate".

DeLaney's economic analysis showed a significant number of jobs that will be created. It is projected more than 3,000 jobs during construction and 659 permanent jobs once the resort is built. **DeLaney said**, those 659 permanent jobs would have an economic impact of \$43 million.

Status/Outcome

Project is successful and nearing completion.

PAGE 1: CITY REVENUE FOR CCH SINGER ISLAND RESORT				
Assessed Value	TOTAL	\$ 375,000,000	RESORT SUITES A	102
DATE: 8-27-2015	RESORT A	\$ 125,000,000	RESORT ROOMS	150
NOTE: CONTINUAL REVENUE	HOTEL/SPA	\$ 75,000,000	RESTAURANT, BAR, SPA	25
	RESORT B	\$ 175,000,000	RESORT SUITES B	107
All calculations are subordinate to the final development approval of the project.				
Department	Contact	Revenue Source	Source Document	
1 - City of Riviera Beach	SDI Inc.	2015 City Millage	0.0086054	\$ 3,227,400
		SUBTRACT 2014 City Ad Valorem	Current Tax	\$ 53,134
		TOTAL ADDITIONAL CITY AD VALOREM REVENUE		\$ 3,174,266
		CITY MUNICIPAL IMPACT FEES (Hotel, Resort, Other)		\$ 438,233
2 - Building Department	Jim Brown/SDI	Building Permit Fee		\$ 860,350
		Plan Review Fee (Electrical, Mechanical, Plumbing & Structural)		\$ 2,500
		Fire Rescue Plan Review		\$ 276,000
		Training Surchage Fee		\$ 14,688
3 - Utilities/Engineering	Jim Brown/SDI	Engineering Plan Review Fee		\$ 230,000
		Utility Connections	Utility Dept RV Beach	\$ 1,310,501
FIRST YEAR & DEVELOPMENT PHASE CITY REVENUE				\$ 6,396,438
1 - City of Riviera Beach	SDI Inc.	10 YR at 0% YEARLY GROWTH	\$3,174,266 x 10 YEARS	\$ 31,742,656.40
TOTAL ADDITIONAL REVENUE FOR CITY OF RIVIERA BEACH				\$ 38,139,095
REQUESTED FUNDS FROM CITY \$0.00				COPYRIGHT PENDING

PAGE 2: DEVELOPMENT PHASE	
Employment & Economic Impact of Singer Island Resort	
DATE: 8-27-2015	
Project Description:	The project is a one million square foot mixed use resort-residential project. Spread across two 20-story buildings, it will have 150 hotel rooms and 209 resort residences for sale. The resort will also feature a wellness spa, restaurants, retail space and executive meeting areas. The construction will last for approximately 30 months. The total hard cost is approx. \$215 Million.
The impact on the area economy during Development Phase	
Area Economic Impact Generated by Project Development	\$161,164,646
TOTAL DEVELOPMENT PHASE NEW JOBS = 3,035	

PAGE 3: PERMANENT JOBS CREATED	
Employment & Economic Impact of Singer Island Resort	
DATE: 8-27-2015	
Project Description:	The project is a one million square foot mixed use resort-residential project. Spread across two 20-story buildings, it will have 150 hotel rooms and 209 resort residences for sale. The resort will also feature a wellness spa, restaurants, retail space and executive meeting areas. Construction will last for roughly 30 months. The total hard cost is approx. \$215 Million.
PERMANENT NEW JOBS CREATED	
TOTAL PERMANENT JOBS ACROSS ALL INDUSTRIES	659
TOTAL RESORT DIRECT JOBS (Subset of Permanent Jobs)	442
ANNUAL AREA ECONOMIC IMPACT FOR RESORT OPERATIONS	\$43,380,000
TOTAL NEW PERMANENT JOBS: 659	
Estimated Annual Local Economic Impact exceeds \$25,000,000	
COPYRIGHT PENDING	

PROJECT DESCRIPTION

Love Street

Jupiter Florida

The Love Street project proposal is a 4-acre waterfront development in the Jupiter Inlet Village. Love Street's initial plan called for mixed-use of retail/restaurant/office, marina and a 30-foot wide roadway that would start at A1A approaching the Jupiter Inlet.

The project calls for 2 waterfront restaurants, a small café, 15,000 square feet of office space, and 20,000 square feet of retail. The plan also provided for



more than 200 surface parking spaces. The existing marina area will give the project a feel of an intimate fishing town with a public beach, courtyards and green space.

Mr. DeLaney/SDI's Role

Much of Mr. DeLaney's role and responsibilities in this project were covered by a non-disclosure agreement.

Status/Outcome

All land has been acquired. This includes multiple parcels directly on the water and others in the Inlet Village. This project went through several public workshops and community Visioning sessions. Currently, the principal, my client, Mr. Charles Modica, has placed the project on hold due to changes in the City Management and elected officials.

During the public workshops phase we did encounter an elevated level of public concern for any redevelopment. The catalyst for this "concern" may have been the issues generated by the much more urban-style and much larger nearby new Harbourside project.

PROJECT DESCRIPTION

Kings Landing

Fort Pierce, Florida

The project called for development to re-invent the downtown waterfront, a 7-acre site featuring pedestrian friendly Old Florida charm mixed-use development.

The proposed \$85 million project envisions 40,000 square feet of retail space, a 120-room hotel, 60 condominiums, multi-family rental units, a public park, banquet hall and pedestrian walkway.



Mr. DeLaney/SDI's Role

To analyze the opportunity and make a professional recommendation regarding its merit to the Amrit development Principal.

Status/Outcome

After reviewing the four previous failed attempts by the City and its previous consultants to redevelop this site via the traditional RFP/Q process and the resulting highly visible failures in each instance, our recommendation was not to participate.

As part of our due diligence we performed our own market analysis and underwriting. This exercise demonstrated economic viability. The potential for economic success for a P3 led us to a series of interviews and work sessions with senior city management staff. We proffered the P3 model and provided a "white paper" describing the process.

The City and its previous consultants chose to attempt to recruit a private sector development partner using the traditional and failed RFP/Q process again for the 5th time. They received 2 responses and have selected one. According to the *Palm Beach Post* the City's new consultant raised the concern that the selected developer does not have the financial capability or track record to complete the project. The negotiation process is currently underway.

PROJECT DESCRIPTION

Christ Fellowship Church Boynton Beach

Christ Fellowship gained approval from Boynton Beach to redevelop the 127,000 square foot vacant Dillard's department store at Boynton Beach Mall, for a new Church campus.



Mr. DeLaney/SDI's Role

The City of Boynton Beach had declared a moratorium on all new development or redevelopment projects by non-taxpaying entities. This included religious institutions. The Council offered Christ Fellowship the opportunity to "make its case" that a quantifiable economic benefit would accrue to the city if an exception was made. Mr. DeLaney/SDI was retained for the purpose and did so successfully.

The Palm Beach Post **quoted Don DeLaney.**

“In February, **Don DeLaney**, a Hobe Sound-based economist hired by the church, said the assessed property value of the Dillard’s property has dropped from more than \$6 million in 2005 to \$3.3 million”.

PAGE 1


City Revenue Capture from Christ Fellowship Investment			
Current Assessed Value per PB County	\$ 3,300,000	Square Feet	127,059
DATE: 1/25/12		Total Investment	\$9,250,000
<i>All calculations are subordinate to the final agreement between the City and Christ Fellowship.</i>			
Department	Contact	Revenue Source	Source Document
1-Boynton Beach Enrichment Fund		Agreement with Boynton Beach City Commission	
			\$25,000
2-Development Dept	PA&Z Dept	Permit Fees: 0.023"EJV Green Building Fee: 0.00011"EJV Public Art Fee: 0.01"EJV P&Z Review Fee: \$44.85 per hr 10% of DCA & DBPR fee	1-16-12 CF Estimated Fees <i>Estimated @ 100 hours</i>
			\$212,750
			\$1,018
			\$92,500
			\$4,485
			\$638
3-Fire Dept		Fire Dept Review Fee:\$0.05 per sf Water Fire Flow Fee	\$7,624 \$300
DEVELOPMENT PHASE CITY REVENUE			\$344,314
1-Boynton Beach Enrichment Fund			\$25,000
2- Fire Inspection	PA&Z Dept (per formula; cap at \$450)		\$450
3- Water, Sewer, Stormwater and Utility Tax (10%)			\$12,672
CONTINUAL CITY REVENUE OVER 10 YEARS after C/O			\$381,220
TOTAL 10 YR CITY REVENUE			\$725,534
<small>COPYRIGHT PENDING</small>			

DeLaney said the church would put \$9 million into redeveloping the side. He said it would create 348 jobs with a payroll of more than \$1.5 million.”

Status/Outcome

The City Council made an exception to its previous position and supported Christ Fellowship. There was only one dissenting vote. All public incentives were successfully agreed upon. The project has been fully completed on time and on budget.

PAGE 2

Employment & Economic Impact of Christ Fellowship Investment				
DATE: 1-25-12				
Project Description:	The Boynton Beach Mall was built over 25 years ago on 83 acres and a total of 1.1 M Sq Ft. The 127,059 vacant anchor site owned by Dillard's is in agreement with Christ Fellowship. CF intends to invest over \$9 Million or nearly 300% of the current assessed value. This investment is estimated to bring approximately 13,500 visitors a week to the mall.			
				
The Impact on the Local Area Economy during Development Phase				
Multipliers for Increased Economic Output	2.2331	for every construction dollar	\$20,656,175	
Multipliers for Increased Employment	37.6	per \$1 M Construction Jobs	348	
PERMANENT NEW JOBS CREATED				
	Number of Positions	Compensation Range		
		LOW	HIGH	AVERAGE TOTALS
Management/Admin	22	\$27,500	\$45,000	\$36,250 \$797,500
Professional Services	10	\$22,500	\$27,500	\$25,000 \$250,000
Maintenance/Support	3	\$20,000	\$25,000	\$22,500 \$67,500
Total Average Compensation including Benefits and Indirect Costs per person				\$43,007
GRAND TOTALS 35 NEW JOBS			\$1,505,245	ANNUAL PAYROLL
Continual Economic Expansion and Investment into the area economy				
35 new jobs at an average compensation of \$43,007 with Annual Local Payroll of \$1,505,245				
Weekly Events Traffic generated by CF Campus Programs currently estimated at approximately 13,500 per week				
Estimated Annual Operating Budget over \$500,000				
<small>COPYRIGHT PENDING</small>				

PROJECT DESCRIPTION

Riviera Beach Marina

Riviera Beach, Florida

In 2019 an RFP was issued by the Riviera Beach CRA to create a public/private partnership for the redevelopment of the 23-acre Riviera Beach Marina Village. The strategic vision for the project was to leverage Riviera Beach's public waterfront and maritime district setting to create a mixed-use project that will serve as a destination center and employment hub. The mixed-use development was to be completed in phases, with restaurants, a hotel and other uses consistent with the vision developed by the City.



Mr. DeLaney/SDI's Role

To analyze and recommend a course of action for the Amrit development investment principal. We performed due diligence concerning market potential, marina reconfiguration and permitting required, as well as identifying other potential revenue generators.

Status/Outcome

Due to concern with the City's insistence of utilizing what we deemed a cumbersome and likely expensive and ultimately unsuccessful RFP/Q process we declined to participate.

PROJECT DESCRIPTION

Art Square

Hallandale Beach, Florida

The project consists of two 7-story buildings, one 6-story building, three 3-story buildings, and a parking garage. It also includes 13,000 of retail space.



Mr. DeLaney/SDI's Role

The investment capital for this project was Venezuelan in origin. Civil unrest and economic uncertainty are highly volatile in that country. Mr. DeLaney/SDI worked with the Developer's Representative to invest capital in a safe and successful mixed-use project.

Status/Outcome

We successfully negotiated a P3 agreement with the City and CRA, secured all permits and received a \$2 million incentive from the City/CRA. The project is complete and fully leased and successful.

SECTION 4
Scope of Work and Phasing Schedule
Complete Pricing



Philosophy

Our collective team will be faced with a set of complex tasks that are in part contingent upon the cooperation of entities beyond our control. Our attention to detail, consistency in communication and cooperation with potential private sector partners and Palm Beach County must be maintained throughout the entire process. As we move forward we must also meet the demands that will be required of us in convincing private sector capital funding entities as well as the Governor and Cabinet as they operate in their capacity as the Board of Trustees for the Internal Improvement Trust Fund and the Florida Land and Water Adjudicatory Commission to support and give binding approvals to Marina related portion of the development program. We must be capable and conscious of not making false or unrealistic representations to the community we serve, financial underwriters, and governmental authorities that would compromise our credibility to secure both the capital and government approvals necessary to develop the four marina area parcels. We are creating a reputation as a worthy partner in a highly competitive risk aversion arena. We are working to be the first successful mixed-use P3 Partnership under the new law which includes the complexities of securing approvals required by the state to maximize the marina element. This endeavor represents the greatest undertaking ever attempted by the Town of Lake Park. Let us make history.

SDI/Mr. DeLaney has successfully met similar challenges.

Tasks and Strategies

The Town's initial scope of work is well presented in the RFQ. Our team reviewed it in detail. After this review we are suggesting these additional rules of engagement principles, guidelines and tasks. There will undoubtedly be more to come as we move forward.

1. Become a team with a Start to Finish philosophy.
2. Compress the existing scope of work to a Concurrent not Consecutive timeframe.
3. Establish and consistently communicate the financial vantage point in the minds of development interests of the potential presented by all 4 parcels not just the initial site.

4. Adopt a Commitment to Completion to be communicated consistently to all entities we interact with.
5. Steer don't Row. For example, utilizing the Palm Beach County Business Development Board as a portal to interested development and investment interests in the County by including a potential for conference and meeting space in our development program. We have worked with them before with great success.
6. Adherence to existing codes, visioning and LDRs, FHMUDO, and other controlling documents.
7. As a team we need to understand the diversification and sophistication of the origins of investment capital e.g. (tax issues, equity fund ROI pro formas, mezzanine financing, 1031 exchanges). Our success regarding this key point will make or break this project.
8. Task ourselves to create public capital infusion and incentives without writing a check.
9. Application of three-dimensional budget models.
10. Solidify and ensure consistent communication with the County staff and possibly the BCC.
11. Gain understanding of State and Palm Beach County role and authority as we address marina issues, riparian rights, submerged land leases and environmental permitting (Gov. and Cabinet as they sit as Land & Water Adjudicatory Board/Trustees for the Internal Improvement Trust Fund).
12. Consider utilizing the Letter of Intent format as the Executive Summary for any offering document we prepare for private sector and capital investment.
13. Establish a press/media protocol with a designated point of contact.
14. Be available immediately to the Mayor and Commission, Town Professional Staff, and public as directed and needed. This project is likely the most significant undertaking by the Town of Lake Park in recent history.

There are numerous additional tasks that will likely be added to the Scope of Work that will become apparent during Step 1 Site Analysis and Due Diligence.

Regarding the schedule, it is extremely demanding. We have never missed a deadline in either a public or private sector endeavor. We are aware that there are time dictated constraints and pressures to perform as per the Interlocal with the County. In order to accomplish this, it is necessary to reiterate the importance of adjusting the scope of work schedule to a concurrent, not consecutive schedule. Our team is ready to begin immediately.

COMPLETE TOTAL PRICING AND PHASING

SDI is aware that according to the Town's marina engineering study, Lake Park faces an eminent capital expense of approximately \$2.5 million in order to make baseline improvements to the marina. This expenditure would only bring the marina into compliance with base engineering guidelines and does not further enhance the marina as an economic engine or a source of community pride that would support the Town's effort to reposition its appeal via its "branding" initiatives.

The Mayor and Commission understand that the Town faces these upcoming major expenses and this fact was further emphasized by the Marina Director during last summer's "field trip" attended by the Town's elected officials.

SDI's strategy and work scope is designed to eliminate that significant burden to the taxpayers and Lake Park for a **total fee equal to fifteen cents (.15) on the dollar. When total capped fee is compared to the \$2.5 million expenditure.**

Total fee for the three (3) phase development program is capped at \$375,000 over a 36-month period. An increasing share of SDI's monthly fee for services of \$20,000 will gradually begin to be paid by the private development partner immediately upon the onset of Phase II.

- During Phase II the private development partner shall pay 25% of this cost.
- With the advent of Phase III the private development partner shall be contractually required to pay 50% of this amount.
- Once the Town's expenditure during this 3-year period has reached \$375,000 (i.e 15% of the \$2.5 million rehab expenditure required by the marina) the private development partner shall be responsible for the ENTIRE monthly services fee.
- SDI will continue to carry out the responsibilities of oversight and direct on-site Phase III Construction Management and Monitoring as the partnership representative until the final certificate of occupancy is approved by the Town.

This arrangement caps the Town's financial commitment and motivates the private development partner to complete the project as per the P3 contract in a timely manner. Mr. DeLaney's direct and extensive private sector experience gives us full confidence that this structure will be accepted by the selected P3 partner and incorporated into the P3 agreement.

Phase I

PHASE I (6 to 9 Months)

The Town's professional staff prepared, and included in the RFQ, a site analysis and additional tasks that will be augmented by the tasks that must be undertaken as they become evident after the initial due diligence review in the first 30 days. The Town's initial scope shall serve as the initial template for Phase I. SDI believes the Town's initial scope of services is a solid Phase I template.

SCOPE OF WORK

The selected Consultant will represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed-use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant will be expected to assist in the aforementioned areas, as further outlined below:

1. Site Analysis (30-day process)
 - a. Perform due diligence on the subject site.
 - b. Understand the Town's code and the obligations of the Lake Park Marina Interlocal Agreement with the County (R2010-1943).
 - c. Review the site's existing condition, context, and identify barriers to development.
 - d. Work with the Town to resolve any pre-existing barriers to development.
 - e. Perform a financial analysis ahead of the creation of a P3 Agreement for a Developer to ensure the solicitation package is not only viable but enticing to a development partner.
2. P3 Agreement Development (30-day process)
 - a. Work with the Town to identify key elements to be included in the P3 Agreement and ensure the Agreement enables the Town to maximize ROI.
 - b. Identify a list of incentives to include in the P3 Agreement.
 - c. Provide the Town with additional supplemental data to be included with the P3 Agreement including graphics.
 - d. Write a competitive P3 agreement package (that will be subject to P3 Statutory requirements) that considers Town economic development goals, existing regulations, and the contractual obligations of the Interlocal Agreement.
3. Market and Coordinate P3 meetings with Interested Developers (30-day process)
 - a. Market and attend all meetings with Town Staff. Inform developers on criteria and required documentation for P3 meeting discussions.
4. Evaluate P3 Agreement responses with Town Staff (30-day process)
 - a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
 - b. Assess the respondent bidder's ability to meet their obligations.
 - c. Confirm the proposals meet the Town's regulatory standards, contractual obligations, and economic development needs.
 - d. Advise the Town on the most suitable selection to be presented to the Town Commission.
5. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (60-day process)

- a. Coordinate P3 presentation before the Town Commission and upon successful presentation, negotiate with the selected P3 developer on the Town's behalf.
- b. Deliver a final contract that includes key project deliverables, a project timetable, and budget for the P3 Agreement
- c. Assess the contract for potential deficiencies.
- d. Finalize contract with P3 developer.

Note: The benchmark in Phase I that is most difficult to quantify regarding time is the actual negotiation schedule. This will entail numerous complex and detailed sub-tasks. Further, we must consider the needs of the Mayor and Commission to be briefed in detail and the responsibilities the town has when operating under the Florida Sunshine Law, Public Notice Requirements, and Public Records responsibilities. These responsibilities and the legal notifications for public hearing requirements must be adhered to and will affect the schedule.

The governmental procedures required to adopt a P3 Agreement and to legally bind several of its unique conditions will likely differ from the routine procedures that a unit of local government normally observes. Part of SDI's responsibility will be to guide the Town throughout this process and to represent the P3 project's proper adoption at all required public hearings.

As the lead negotiator, Mr. DeLaney will be exercising "shuttle diplomacy" between Lake Park officials, the private developer P3 partner, and undoubtedly be required to tailor the rules of engagement to include various capital entities involvement as they are integrated into the P3 structure. The Mayor and Commission may decide to hold workshops to consider and discuss the initial P3 agreement terms and programs to maximize public understanding and involvement. This may require a series of workshops and official Commission meetings. The timetable for these proceedings is at the sole discretion of the Town elected officials. SDI will do what the Town leadership requires to gain the confidence and support of the community for the P3 agreement. It is at this juncture the vast majority of P3's fail. We must commit the time and effort to fully inform all parties, the Town's elected leadership, in order to earn community support.

PHASE I Target to completion 6-9 months)

Fee: \$120 K-180 K Town share

PHASE II Project Approvals

PHASE II (6-9 months) Project Approvals

After the approval of the P3 Partnership between the Town of Lake Park Commission and the Development Entity the Consultant's role shall shift to that of Partnership Executive Officer. It is during this time phase the P3 Executive Officer shall be responsible for and serve in the advocacy role to ensure compliance with all governing LDRs, County approvals, and State approvals to secure all necessary permits. We understand the important work and responsibility the Community Development Department will be faced with. The P3 Executive Officer will work diligently to ensure all development applications, permit requests, Planning and Zoning issues and code compliance issues are presented to the Department staff professionals in a highly professional and efficient manner. The P3 Executive Officer must be responsible to ensure the private sector partner adheres to these high standards and moves forward in a timely manner in what will be the largest project in Lake Park's history.

This shall include:

- Responsibility for coordination of all private development team professionals,
- Coordination and completion of all permit applications and submission to all cognizant governmental entities,
- P3 Project representation at all required public meetings and hearings,
- Staff meetings,
- Public workshops,
- Community meetings,
- Planning and Zoning meetings,
- Town Commission meetings,
- Work sessions with Palm Beach County officials,
- Required presentations to Palm Beach County BBC,
- Work sessions and presentations to State of Florida entities, project representation as they relate to riparian and submerged land issues to the Governor and Cabinet in their capacity as trustees of the internal improvement trust fund and Land and Water Adjudicatory Commission.

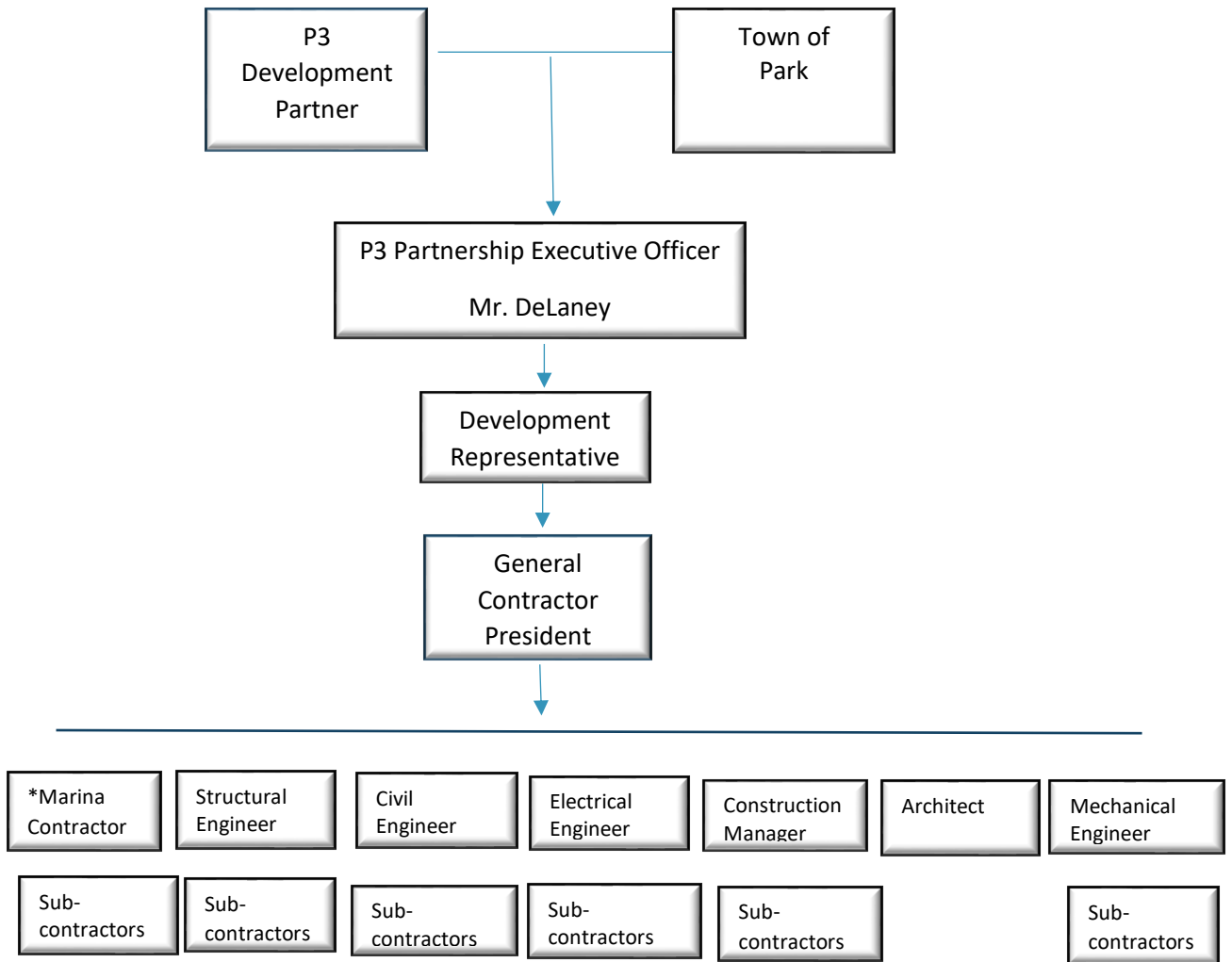
During Phase II the Private Developer partner will be required to pay 25% (\$5,000 monthly) of the SDI fee.

It is understood that numerous building permits and other County and State approvals will be required as the project moves into Phase III.

Fee: \$90 K – 135 K Town Share

\$30 K – 45 K Private Developer Share

P3 Partnership Organizational Chart for Phase II and Phase III



*Marina Contractor responsibilities include:

- Due diligence
- Engineering Feasibility Analysis
- Engineering Cost Analysis and Pro Forma Presentations
- Engineering and Design
- Environmental Assessment
- Permitting for Town, County, and State
(under direction of Partnership Executive Officer)
- Marina bidding and contract administration
(under direction of Partnership Executive Officer)

PHASE III Construction and Contract Management

Phase III 12-18 months Construction and Contract Management

As evidenced by the Organizational Chart, the P3 Executive Officer shall be responsible to the Town of Lake Park and the Development Partner for oversight, construction management, P3 contract monitoring and compliance from the advent of Phase III through the issuance of the final certificate of occupancy.

The P3 Executive Officer will be based in the construction management trailer on-site during this phase. This office and ancillary support requirements will be provided by the P3 development partner. These terms, along with the 50% share of the continuing service agreement shall be part of the P3 Partnership Agreement. Once the Town cap of \$375 K is reached the Development Partner shall be responsible for all SDI fees.

The P3 Executive Officer will have the responsibility and authority to review and approve or reject all major contractors responsible for major disciplines as delineated on the Organizational Chart. This chart may be amended if necessary to cover additional construction disciplines.

The P3 Executive Officer will be responsible to monitor and enforce all development benchmarks and time schedules.

The P3 Executive Officer will oversee preparation and submittal of all permit applications to the Town, County, and State.

The P3 Executive Officer Will serve as advocate and lead in conjunction with appropriate licensed project contractors regarding special permits and approvals such as:

- FAA Air Rights approvals to operate cranes in restricted air space.
- FDOT Air Rights requirements to operate cranes above public right of way.
- Special permits and approvals to maximize the public and project benefits of the potentially reconfigured marina, including slips, docks, fairways, and other submerged land and riparian issues.
- Special orders or variance requests to be considered by Lake Park regarding large scale concrete pours.
- Numerous other non-routine construction issues and approval requests.

The P3 Executive Officer shall conduct weekly on-site contract monitoring and management oversight meetings with the Development Representative and General Contractor President.

The P3 Executive Officer shall provide updates to the Town Manager on a monthly basis.

The P3 Executive Officer shall provide updates to Mayor and Commission on a quarterly basis or as directed.

The P3 Executive Officer shall work to resolve contractual labor disputes in a timely manner.

The P3 Executive Officer shall monitor all construction draws made by the Development Partner.

Summarily stated the P3 Executive Officer shall be the responsible party to oversee and manage the entire construction phase of the project.

Phase III Target to Completion: 12-18 months

Fee: Town's share equals \$375,000 minus all fees paid in Phase I and Phase II combined. Estimated balance \$35 K to 45 K

\$120 K to 180 K Private Developer's share

Internal pricing rates for the Continuing Services Contract

DON DELANEY PRINCIPAL	@ \$175 PER HOUR	20 HOURS PER WEEK
DIANA MCKINNEY ASSISTANT PROJECT MANAGER	@ \$62.50 per hour	16 hours per week
BILL MCCONAGHY FINANCIAL ANALYST	@\$125 per hour	4 hours per week
ADMINISTRATIVE SUPPORT STAFF	Cost covered by Principal	As Required
RELATED EXPENSES (TRAVEL, MEALS, PARKING, FEES, INSURANCE, PRINTING)	Cost covered by Principal for all travel within 50 miles of Project site.	As Required

SDI’s monthly fee: \$20,000

Town of Lake Park’s share is capped at \$375,000 over 3 fiscal years. Average per fiscal year is \$125,000.

To be paid as a monthly retainer as is customary with consultant/client Continuing Services contracts. All overruns in staffing costs and hours above the \$20,000 per month company retainer is to be covered by Principal.

Due to the deadlines that may be required by the Interlocal Agreement with the County, the necessity to attend City Commission Meetings as required, and the unpredictable time demands that must be adhered to in order to accommodate potential private sector partners, it is understood by the Principal that there will be numerous occasions that will require more than 20 hours per week especially during Phase I which is represented by the initial proposed 6-9 month scope of work presented by the Town’s professional staff in the RFQ. Phase II (Development Agreement) and Phase III (Construction and Project Development Management) shall be billed at the same rate with the P3 Private Partner paying a continually increasing portion of the costs. **The cap of the Town’s financial responsibility and the continually increased responsibility of the P3 Private Partner is presented in this section and will be incorporated into the P3 Agreement. By Phase III the Town’s financial responsibility is nominal for 3 to 4 months then drops to ZERO.**

Our goal is to operate under a straightforward agreement negotiated in good faith. This allows all parties to focus on the work to be done in the public interest rather than administrative processes. Potential extensions to the contract for services can be addressed in the actual agreement.

SECTION 5

References





OUR REFERENCES

Our field of expertise is esoteric. We are not generalists. Those characteristics make our references of great import to explain the intricacies and details of the work we do and the success we have achieved at the highest levels of our profession.

As part of our effort to respond to this RFQ we have endeavored to introduce our expertise which expands over a quarter of a century in the State of Florida. We are not a company that has changed staff members numerous times over the life of the firm. We have, instead focused our efforts and unique Florida based expertise to create a reputation that allows entrée to highly successful developers and significant pools of capital investment. They know Mr. DeLaney personally, respect his credibility, and will give access, time, and effort to respond to and consider the goals of Lake Park that Mr. DeLaney hopes to represent.

Among numerous public sector references, there are also multiple references that are private sector based.

We have worked successfully on both sides of the P3 paradigm. This is a statement that can rarely be made. Mr. DeLaney served as the Executive Officer for a 6,000 employee multi-national mixed-use development firm from early 2017 to the end of 2019. In this capacity he served as the highest-ranking corporate officer, that as part of his responsibilities, analyzed and determined a course of action relating to all P3 opportunities that were presented.

Governor Lawton Chiles (Deceased)



LAWTON CHILES
GOVERNOR

STATE OF FLORIDA
Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

February 14, 1997

Mr. L. Dennis Whitt
City Manager
City of South Miami
6130 Sunset Drive
South Miami, Florida 33143

Dear Mr. Whitt:

Following the devastation of Hurricane Andrew in August of 1992, it was vital that we rebuild the City of Homestead, along with other South Dade County neighborhoods.

A redevelopment team was assembled to plan and direct the monumental effort required to rebuild Homestead. Don Delaney was the first professional appointed to this team. As Director of Development for the redevelopment agency, he created an overall redevelopment plan, and prepared economic, redevelopment, and affordable housing strategies utilizing tax-increment financing, enterprise zones, tax credits, and public-private partnerships.

Many individuals contributed to the successful rebuilding of Homestead, but Don Delaney's contribution to this on-going effort was paramount to its success. Don Delaney is a professional who not only understands the various aspects of community redevelopment, but he also demonstrated his preeminence in this field.

I wish the City of South Miami great success in establishing and implementing a successful Community Redevelopment Agency.

With kind regards, I am

Sincerely

A handwritten signature in cursive script that reads "Lawton Chiles".

LAWTON CHILES

LC/bdw



Mike Busha

Former Executive Director
Treasure Coast Regional Planning Council
772-323-7551



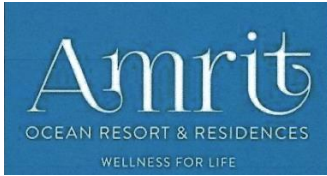
Key Freeman, Director

City of Stuart Development Department
121 SW Flagler Avenue
Stuart, FL 34994
772-288-5356
kfreeman@ci.stuart.fl.us



Gary Hines

Business Development Board of Palm Beach
310 Ervenia Street
West Palm Beach, FL 33401
561-835-1008 ext. 4111
ghines@bfb.org



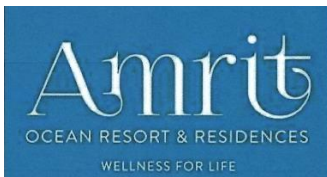
Dilip Barot, Founder of Creative Choice Group/**Amrit**

8895 North Military Trail, Suite 201E

Palm Beach Gardens, FL 33410

561-222-9371

dilip@creativechoice.net



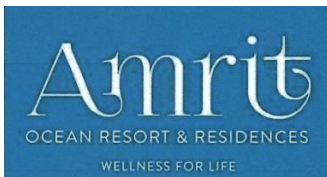
James Brown, Senior Broker and Market and Real Estate Analyst **Amrit**

8895 North Military Trail, Suite 201E

Palm Beach Gardens, FL 33410

561-627-7988

jim@wrspalmbeach.com



Phillip Smith, Developer's Representative **Amrit**

8895 North Military Trail, Suite 201E

Palm Beach Gardens, FL 33410

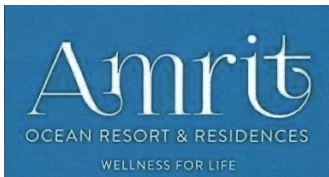
561-627-7988

phillip@creativechoice.net



Dave Lonsberry, Executive Director

Christ Fellowship
5343 Northlake Blvd. Palm Beach Gardens, FL 33418
561-799-7600
davel@cftoday.org



Allan Barber

Optimal Construction
Construction Contractor for entire Amrit project
954-892-4287
allan@optimalconstructionfl.com

SECTION 6

Required Forms



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Strategic Development Initiatives, Inc. (SDI)

Firm Name

Diana McKinney here

Signature

Diana McKinney, Vice President

Name and title (Print or Type)

January 9, 2020

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Strategic Development Initiatives, Inc. (SDI)

Firm Name

Diana McKinney

Signature

Diana McKinney, Vice President

Name and Title (Print or Type)

January 9, 2020

Date

DRUG-FREE WORKPLACE

Strategic Development Initiatives, Inc. (SDI) is a drug-free workplace and has a
(Company Name)
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Strategic Development Initiatives, Inc. (SDI)
Firm Name

Diana McKinney
Signature

Diana McKinney, Vice President
Name and title (Print or Type)

January 9, 2020
Date

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Diana McKinney, *Diana McKinney*

Title: Vice President

Date: January 9, 2020

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

Before me, the undersigned authority, personally appeared Diana McKinney, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Vice President of SDI, the Proposer that has submitted a Proposal to perform work for the following: Consulting Services to Engage a Consultant Experienced in Public-Private Mixed-Use Development to advise, prepare, develop, manage P-3 Agreement with Developer for Marina Area
RFQ No.: 111-2019 Title:

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Diana McKinney
Signature

Subscribed and sworn to (or affirmed) before me this 7 day of Jan, 2020, by Diana McKinney, who is personally known to me or who has produced FDOL as identification.

SEAL



Notary Signature [Signature]
Notary Name: Stephanie Epstein
Notary Public (State): FL
My Commission No.: GG 331518
Expires on: June 16, 2023



Minutes Evaluation Committee Meeting

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Monday, April 20, 2020 at 3:00 p.m. via Zoom

PURSUANT TO THE AUTHORITY CONTAINED GOVERNOR DESANTIS' EXECUTIVE ORDER NUMBER 20-69, THE TOWN OF LAKE PARK TOWN COMMISSION WILL BE UTILIZING COMMUNICATION MEDIA TECHNOLOGY AS PROVIDED IN SECTION 120.54(5)(b)2. FLORIDA STATUTE.

The Evaluation Committee meeting for Request for the Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL. was conducted on Monday April 20, 2020 at 3:00 p.m. Present were Community Development Director Nadia DiTommaso, Town Planner Anders Viane, Public Works Director Richard Scherle, and Town Clerk Vivian Mendez.

Also in attendance were Ross Hering, John Herin, Diana McKinney, and Jim Bronstein. Telephone number listed other members of the public.

Community Development Director DiTommaso conducted a sound check before proceeding with the meeting. She explained that the purpose of the meeting was to evaluate the submittals (three (3) total – Fox Rothschild LLC; Marine Business Advisors; and Strategic Development Initiatives, Inc. (SDI)) for RFQ 105-2020 for consulting services to engage a consultant experienced and managing a P3 mixed-use development for Marina-related mixed-use development to be located within the Lake Park Harbor Marina. She explained that two (2) mandatory informational meetings were held and each proposer attended and satisfied the requirement by attending at least one meeting. She introduced herself and staff members introduced themselves.

She explained the process that would be followed during the meeting. She explained that each submittal was ranked by a set of criteria categories. The Committee members would explain how they evaluated each submittal by category. She asked the Committee members

if they had evaluated Fox Rothschild LLC and Marine Business Advisors collectively or individually based on Fox Rothschild LLC indicating in their submittal that they would be working with Marine Business Advisors and the notation in the Marine Business Advisors proposal in that their proposal was not meant to cover the entire scope of the RFQ, but meant to be combined. Public Works Director Scherle explained that he noted that Fox Rothschild LLC and Marine Business Advisors would be working together, but he evaluated the submittals as stand-alone submittals. Town Planner Viane evaluated the individual submittals on their own merit. Community Development Director explained that she evaluated the submittals differently. She explained that she evaluated the submittals collectively based on the note at the top of the first page of Marine Business Advisors, which states that this proposal was submitted for the marina portion only as it relates to the marina expertise and specialty type services that the Town requested, but that she was prepared to evaluate them separately as well given that the other evaluators have proceeded in this manner.

She suggested that they begin the evaluation with Fox Rothschild LLC. The Committee members agreed. She announced the categories as follows:

Experience & Portfolio's of P3's	40 points
Competency, Expertise of staff & schedule	20 points
Reputation & References	20 points
Competitive Pricing/Schedule	20 points

The Evaluation Committee explained their evaluations of each submittal (see-attached members' evaluation scoring sheet).

Community Development Director DiTommaso announced that the total evaluation score for each submittal was as follows, keeping in mind that Marine Business Advisors was meant to be partnered with another proposer to cover the entire Scope:

Fox Rothschild LLC.	250 points
Marine Business Advisors (MBA)	160 points
Strategic Development Initiatives, Inc. (SDI)	275 points

Community Development Director DiTommaso announced that SDI ranked the highest. She explained that through the Town Clerk's Office the Town would reach out with the next steps following this meeting. Town Clerk Mendez explained that the meeting minutes of this meeting would be worked on in the next few days, submitted for review and published on the Town's website soon thereafter.

ADJOURNMENT:

The meeting adjourned at 3:48 p.m.

Town Clerk Vivian Mendez, MMC

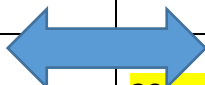
SCORING

EVALUATION COMMITTEE MEETING

**April 20, 2020 – 3:00pm – VIRTUAL MEETING
Town Hall Commission Chambers (535 Park Avenue)**

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL

Category & Points	Marine Business Advisors, US Marina Group <i>(scoring and explanations pursuant to RFQ requirements)</i> <i>(NOTE- I had not evaluated as a standalone initially and interpreted this submittal as needing to be combined with Fox Rothschild)</i>	Fox Rothschild LLP <i>(scoring and explanations pursuant to RFQ requirements)</i>	Strategic Development Initiatives, Inc. <i>(scoring and explanations pursuant to RFQ requirements)</i>
Experience and Portfolios of P3's (40 points)	30 points - Marina-related mixed-use experience – at least 4 listed are mixed use and three remainder marina related expansions and redevelopments – as a standalone they lack the P3 related portfolio examples	40 points - Florida experience - P3 experience with various private clients and different levels of government and they tie in MBA's marina related mixed-use experience -compliance and public contracting law and other legal experience	35 points -Main marina related mixed-use projects lists are Amrit (successful); King's Landing (still underway); Love Street Jupiter (on hold); and Riviera Beach Marina (declined to participate) - P3/governmental and legislative type experience
Competency, Expertise of Staff (20 points)	15 points -Combined, they would bring a lot to the table -as a standalone (less negotiation (etc.) & P3 related experience if not combined)	20 points -Combined, there are 4 main team members, along with those within their companies -demonstrate high degree of expertise – as a standalone also tie in the same	15 points Three main team members – DeLaney, McKinney and McConaghy – <i>Marina experts and legal team members not identified</i>



NADIA NOTES/TALKING POINTS FOR FURTHER DISCUSSION AT MEETING

<p>Reputation and References (20 points)</p>	<p>0 points</p> <p>→ Not provided as a standalone (reputation is not disputed, but references based on project examples not provided)</p>	<p>15 points</p> <p>→ Provided</p> <p>However, references do not correspond to projects listed (FYI) – MBA not provided</p>	<p>20 points</p> <p>→ Provided</p>
<p>Competitive Pricing and Schedule (20 points)</p>	<p>10 points</p> <p>MBA – a little more Descriptive (40 hours per month on upper end (average 10 hours per week) - \$220/hour x 40 = \$8,800 per month x 12 months (upper end) = \$105,600 for MBA’s portion. Outside engineering and CAD mentioned as not being included, but not further specified and ‘firm price if possible’ also mentioned.</p> <p><i>FOR BOTH – maybe \$285,600 for 12 months, but not clearly specified.</i></p>	<p>5 points</p> <p>Only hourly rates provided without any indication of how many hours would be required for completion and of which team members \$375/hour Attorneys \$175/hour Paralegals</p> <p>(since they are partnering with MBA and MBA has indicated 40 hours per month on the upper end, one could guess that at \$375/month, at 12 months, these services can separately hover around \$180,000 for 12 months – however, this information is an assumption and not provided in standalone proposal</p>	<p>20 points</p> <p>→ Very details breakdown with all potential variables identified</p> <p>→ Appears to be all-inclusive</p> <p>→ The only item not specified are ‘legal-related services’ which, if selected, would need to be discussed as it relates to utilizes Town Counsel or outside Counsel for P3 related matters</p> <p><i>Assumes 6-9 months for Phase I which covers RFQ Scope and expands by providing additional phases that provide for P3 contract completion</i></p> <p>On the upper ends: Phase I (overs RFQ Scope) = \$180K Phase II \$135K Phase III \$60K (capped at \$375K) – remaining portion is developer share</p>

**attach additional sheets if necessary* - See Next Page for RFQ Scope of Work & Submission Specifications*

Scope of Work

The selected Consultant will represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant will be expected to assist in the aforementioned areas, as further outlined as follows:

1. **Site Analysis (30-day process):**
 - a. Perform due diligence on the subject site.
 - b. Understand the Town's code and the obligations of the Lake Park Marina Interlocal Agreement with the County (R2010-1943) and Marina Deed document obligations.
 - c. Review the site's existing condition, context, and identify barriers to development in order to advise on solutions.
 - d. Work with the Town to resolve any preexisting barriers to development.
 - e. Perform a financial analysis ahead of the creation of a P3 Agreement for a Developer to ensure the solicitation package is not only viable, but enticing to a development partner.
2. **P3 Agreement Development (30-day process):**
 - a. Work with the Town to identify key elements to be included in the P3 Agreement and ensure the Agreement enables the Town to maximize its ROI.
 - b. Identify a list of incentives to include in the P3 Agreement.
 - c. Provide the Town with additional supplemental data to be included with the P3 Agreement, including graphics.
 - d. Write a competitive P3 Agreement package (that will be subject to P3 Statutory requirements) that takes into account Town economic development goals, existing regulations, and the contractual obligations of the Interlocal Agreement.
3. **Market and Coordinate P3 Meetings with Interested Developers (30-day process):**
 - a. Market and attend all meetings with Town Staff. Inform developers on criteria and required documentation for P3 meeting discussions.
4. **Evaluate P3 Agreement responses with Town Staff (30-day process):**
 - a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
 - b. Assess the respondent bidder's ability to meet their obligations.
 - c. Confirm the proposals meet the Town's regulatory standards, contractual obligations, and economic development needs.
 - d. Advise the Town on the most suitable selection to be presented to the Town Commission.
5. **Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (60-day process)**
 - e. Coordinate P3 presentation before the Town Commission and upon successful presentation, negotiate with the selected P3 developer on the Town's behalf.
 - f. Deliver a final contract that includes key project deliverables, a project timetable, and budget for the P3 Agreement.
 - g. Assess the contract for potential deficiencies.
 - h. Finalize contract with P3 developer

NADIA NOTES/TALKING POINTS FOR FURTHER DISCUSSION AT MEETING

It is anticipated that, upon successful receipt and review of proposals for this RFQ, that the award of this RFQ will be made at the May 6, 2020 Town Commission meeting (date may change), with a requirement that the entire process listed above is completed by November 5, 2020 (date may change if Commission meeting date changes – expectation is 6 months between Commission date to award contract and completion).

Submission Specifications

Responses to the solicitations shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the solicitation.

Responses to solicitations shall be opened publicly in the presence of one or more witnesses at the time and place specified in the solicitation. The town clerk or the clerk's designee shall officiate at the opening of competitive solicitations, and shall announce and record the name of each offeror, if appropriate, recite the amount of each offeror's response and such other information related to the solicitations as is appropriate.

An offeror may withdraw a response to a solicitation prior to date and time designated in the solicitation for their opening. If an offeror withdraws its response after the deadline established of a competitive solicitation, the purchasing agent may suspend an offeror from participating in any future town solicitations for up to three years.

The submission shall include the following:

- A **cover sheet** identifying the respondent and contact information.
- A **summary of qualifications** addressing the respondent's **professional experience** and how it is in line with the Town's criteria. Project **portfolios** shall be included and they shall be highly descriptive. Relevant Marina P3 type experience shall be highlighted and described. Publicly-owned Marina P3 type experience is highly desirable.
- A response **expanding on and detailing what steps the firm would take to address the points listed in the scope of work**, along with a **detailed schedule**.
- An introduction to the **project team** with highlights of their background, competency and expertise levels.
- **References**.
- **Itemized pricing**. Pricing must be all-inclusive and incorporate all expected costs associated with the deliverables. If certain costs are included as being additional, they must be clearly delineated and described and considered optional (not required for deliverables).

SCORING

EVALUATION COMMITTEE MEETING

Thursday, March 26, 2020 – 4:00pm
Town Hall Commission Chambers (535 Park Avenue)

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL

Category & Points	Marine Business Advisors, US Marina Group <i>(scoring and explanations pursuant to RFQ requirements)</i>	Fox Rothschild LLP <i>(scoring and explanations pursuant to RFQ requirements)</i>	Strategic Development Initiatives, Inc. <i>(scoring and explanations pursuant to RFQ requirements)</i>
Experience and Portfolios of P3's (40 points)	<ul style="list-style-type: none"> • Strong Marina operational B.S. • Financial analysis (ops) • Less negotiation, contract writing, marketing XP. • No P3 XP. <p style="text-align: center;">+30</p>	<ul style="list-style-type: none"> • Extensive P3 experience • Negotiation, gov negotiators • Risk mit advising • Financial analysis • Extensive Marina expertise • Town of Palm Beach Marina <p style="text-align: center;">+40</p>	<ul style="list-style-type: none"> • Redevel expertise (Local) • intergov negotiation • oversight - permitting, financing • P3 eval expertise • Riviera P3 Negotiation • Limited P3 Marina experience overall <p style="text-align: center;">+ 35</p>
Competency, Expertise of Staff and Schedule (20 points)	<ul style="list-style-type: none"> • Schedule: 9-12 mo, not detailed • Limited competency/expertise outside marina mgmt. <p style="text-align: center;">+10</p>	<ul style="list-style-type: none"> • Schedule: 7 mo., highly detailed • Diverse background w/ competency in negotiation, P3s, etc <p style="text-align: center;">+20</p>	<ul style="list-style-type: none"> • Schedule: 6-9 mo, v Detailed. • Varied backgrounds w negotiation, P3 law etc <p style="text-align: center;">+20</p>
Reputation and References (20 points)	<ul style="list-style-type: none"> • Reputation +10 • References - None provided. <p style="text-align: center;">+10</p>	<ul style="list-style-type: none"> • Reputation +10 • References, - Decat, but only pertinent to counsel expertise +5 <p style="text-align: center;">+15</p>	<ul style="list-style-type: none"> • Reputation +10 • References - Very good. <p style="text-align: center;">+20</p>
Competitive Pricing and Schedule (20 points)	<ul style="list-style-type: none"> • Not thorough • No breakdown by task <p style="text-align: center;">+10</p>	<ul style="list-style-type: none"> • No breakdown by task <p style="text-align: center;">+10</p>	<ul style="list-style-type: none"> • Solid breakdown by task + schedule <p style="text-align: center;">+20</p>

**attach additional sheets if necessary* - See Next Page for RFQ Scope of Work & Submission Specifications*

Scope of Work

The selected Consultant will represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant will be expected to assist in the aforementioned areas, as further outlined as follows:

1. **Site Analysis (30-day process):**
 - a. Perform due diligence on the subject site.
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It is anticipated that, upon successful receipt and review of proposals for this RFQ, that the award of this RFQ will be made at the May 6, 2020 Town Commission meeting (date may change), with a requirement that the entire process listed above is completed by November 5, 2020 (date may change if Commission meeting date changes – expectation is 6 months between Commission date to award contract and completion).

Submission Specifications

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The submission shall include the following:

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- **References**.
- **Itemized pricing**. Pricing must be all-inclusive and incorporate all expected costs associated with the deliverables. If certain costs are included as being additional, they must be clearly delineated and described and considered optional (not required for deliverables).

SCORING – REVIEWER: ;RICHARD SCHERLE; PUBLIC WORKS DIRECTOR

EVALUATION COMMITTEE MEETING

Monday, April 20, 2020

Town Hall Commission Chambers (535 Park Avenue)

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL

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<p>Experience and Portfolios of P3's (40 points)</p>	<ul style="list-style-type: none"> - experience is marina-specific; knowledge of marina operations, layouts, facilities, amenities, master planning, etc. -Experience is more of an “adjunct” or supplementary role to prime P3 negotiators and experts. -Limited experience with “turn-key” solutions. <p>20 points / 40 points</p>	<ul style="list-style-type: none"> - Well documented range P3 projects, including very high value projects and also marina projects in Florida. - City of Marathon project – required negotiations with State on submerged land issues to allow expansion of marina – was successful. Also – listed a range of various, quite detailed marina projects. <p>40 points / 40 points</p>	<ul style="list-style-type: none"> -Amrit experience – local project in PBC; financial and negotiating experience. - Love Street project –had marina aspect but unable to determine extend of SDI’s role due to non-disclosure -Generally, consultant has experience with negotiation of P3 agreements from the DEVELOPER/PRIVATE side and seems to have less experience representing government entities. <p>30 points / 40 points</p>
<p>Competency, Expertise of Staff and Schedule (20 points)</p>	<ul style="list-style-type: none"> - technical marina expertise is evident, with history of heavy marina-focused work. - limited expertise in legal frameworks governing P3 negotiations and contracts. -Limited expertise in public benefit aspects and strategies. <p>10 points / 20 points</p>	<ul style="list-style-type: none"> - has a well capitalized team of various professional with very experienced P3 negotiators. Lots of expertise with navigating state regulations and various governmental entities to ensure “win-win” scenarios. -Stated they will rely upon MBA – which also submitted a response to this RFQ. - Well documented expertise <p>20 points / 20 points</p>	<ul style="list-style-type: none"> - Competent staff – credentialed and qualified. - Exhibits understanding of the aggressive schedule and firmly commits to meeting schedule; has history of meeting schedules. -Understanding of Florida regulations governing P3s. Has experience with historical evolution of P3 regulations in Florida which is unique. - Staff has experience working in government which may be helpful to understanding how to present to Commission. -Both primary personnel have long history with SDI which may indicate good teamwork and efficiency. -Small staff but exhibits range of expertise from finance,

			<p>legal, regulatory, government administration, and real estate</p> <p>20 points / 20 points.</p>
<p>Reputation and References (20 points)</p>	<ul style="list-style-type: none"> - References – has worked with several local cities including Palm Beach and Fort Lauderdale. - References limited with respect to specific P3 engagements - Reputation is very well received but seems to be aimed more to technical marina expertise as opposed to P3 contract formulation from a strategic perspective. <p>10 points / 20 points</p>	<ul style="list-style-type: none"> - Well built reputation based upon a wide array of successful projects <p>20 points / 20 points</p>	<ul style="list-style-type: none"> - History of success and high-level government involvement. - Good references over a healthy span of time. <p>20 points / 20 points</p>
<p>Competitive Pricing and Schedule (20 points)</p>	<ul style="list-style-type: none"> - relative to other submittals, principal costs and other costs higher. Also, did not provide a complete cost breakdown that identifies the Town’s maximum exposure. <p>5 points / 20 points</p>	<ul style="list-style-type: none"> - Pricing per hour was highest of all responses. - Open ended with little idea of Town’s maximum exposure - Like other submitters, relies upon eventual developer covering costs of consultancy. -Able to meet schedule – put forward a clear path with tasks inside of multi-month schedule. <p>5 points / 20 points</p>	<ul style="list-style-type: none"> - \$375k max. exposure to Town/ \$20k/month retainer - relies upon shifting costs to developer over time; this assumes developer will agree to this arrangement and thus there is risk for the Town should there be disagreement. - relative to other submittals, principal costs are lower. -Identified Maximum exposure which was helpful <p>20 points / 20 points.</p>

GRAND TOTALS= 45 points/100 points 85 points / 100 points 90 points /100 points

**attach additional sheets if necessary* - See Next Page for RFQ Scope of Work & Submission Specifications*

(FROM RFQ)

Scope of Work

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 - e. Coordinate P3 presentation before the Town Commission and upon successful presentation, negotiate with the selected P3 developer on the Town's behalf.
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It is anticipated that, upon successful receipt and review of proposals for this RFO, that the award of this RFQ will be made at the May 6, 2020 Town Commission meeting (date may change), with a requirement that the entire process listed above is completed by November 5, 2020 (date may change if Commission meeting date changes – expectation is 6 months between Commission date to award contract and completion).

Submission Specifications

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- A response **expanding on and detailing what steps the firm would take to address the points listed in the scope of work**, along with a **detailed schedule**.
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- **References**.
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SCORING

EVALUATION COMMITTEE MEETING

Thursday, March 26, 2020 – 4:00pm
Town Hall Commission Chambers (535 Park Avenue)

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL

Category & Points	Marine Business Advisors, US Marina Group <i>(scoring and explanations pursuant to RFQ requirements)</i>	Fox Rothschild LLP <i>(scoring and explanations pursuant to RFQ requirements)</i>	Strategic Development Initiatives, Inc. <i>(scoring and explanations pursuant to RFQ requirements)</i>
Experience and Portfolios of P3's (40 points)	<ul style="list-style-type: none"> • Strong Marina operational B.S. • Financial analysis (ops) • Less negotiation, contract writing, marketing XP. • No P3 XP. <p style="text-align: center;">+30</p>	<ul style="list-style-type: none"> • Extensive P3 experience • Negotiation, gov negotiators • Risk mit advising • Financial analysis • Extensive Marina expertise • Town of Palm Beach Marina <p style="text-align: center;">+40</p>	<ul style="list-style-type: none"> • Redevel expertise (Local) • intergov negotiation • oversight - permitting, financing • P3 eval expertise • Riviera P3 Negotiation • Limited P3 Marina experience overall <p style="text-align: center;">+ 35</p>
Competency, Expertise of Staff and Schedule (20 points)	<ul style="list-style-type: none"> • Schedule: 9-12 mo, not detailed • Limited competency/expertise outside marina mgmt. <p style="text-align: center;">+10</p>	<ul style="list-style-type: none"> • Schedule: 7 mo., highly detailed • Diverse background w/ competency in negotiation, P3s, etc <p style="text-align: center;">+20</p>	<ul style="list-style-type: none"> • schedule: 6-9 mo, v Detailed. • Varied backgrounds w negotiation, P3 law etc <p style="text-align: center;">+20</p>
Reputation and References (20 points)	<ul style="list-style-type: none"> • Reputation +10 • References - None provided. <p style="text-align: center;">+10</p>	<ul style="list-style-type: none"> • Reputation +10 • References, - Decat, but only pertinent to counsel expertise +5 <p style="text-align: center;">+15</p>	<ul style="list-style-type: none"> • Reputation +10 • References - Very good. <p style="text-align: center;">+20</p>
Competitive Pricing and Schedule (20 points)	<ul style="list-style-type: none"> • Not thorough • No breakdown by task <p style="text-align: center;">+10</p>	<ul style="list-style-type: none"> • No breakdown by task <p style="text-align: center;">+10</p>	<ul style="list-style-type: none"> • Solid breakdown by task + schedule <p style="text-align: center;">+20</p>

**attach additional sheets if necessary* - See Next Page for RFQ Scope of Work & Submission Specifications*

Scope of Work

The selected Consultant will represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant will be expected to assist in the aforementioned areas, as further outlined as follows:

1. **Site Analysis (30-day process):**
 - a. Perform due diligence on the subject site.
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 - c. Review the site's existing condition, context, and identify barriers to development in order to advise on solutions.
 - d. Work with the Town to resolve any preexisting barriers to development.
 - e. Perform a financial analysis ahead of the creation of a P3 Agreement for a Developer to ensure the solicitation package is not only viable, but enticing to a development partner.
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 - b. Identify a list of incentives to include in the P3 Agreement.
 - c. Provide the Town with additional supplemental data to be included with the P3 Agreement, including graphics.
 - d. Write a competitive P3 Agreement package (that will be subject to P3 Statutory requirements) that takes into account Town economic development goals, existing regulations, and the contractual obligations of the Interlocal Agreement.
3. **Market and Coordinate P3 Meetings with Interested Developers (30-day process):**
 - a. Market and attend all meetings with Town Staff. Inform developers on criteria and required documentation for P3 meeting discussions.
4. **Evaluate P3 Agreement responses with Town Staff (30-day process):**
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 - e. Coordinate P3 presentation before the Town Commission and upon successful presentation, negotiate with the selected P3 developer on the Town's behalf.
 - f. Deliver a final contract that includes key project deliverables, a project timetable, and budget for the P3 Agreement.
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 - h. Finalize contract with P3 developer

It is anticipated that, upon successful receipt and review of proposals for this RFQ, that the award of this RFQ will be made at the May 6, 2020 Town Commission meeting (date may change), with a requirement that the entire process listed above is completed by November 5, 2020 (date may change if Commission meeting date changes – expectation is 6 months between Commission date to award contract and completion).

Submission Specifications

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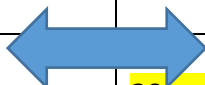
SCORING

EVALUATION COMMITTEE MEETING

**April 20, 2020 – 3:00pm – VIRTUAL MEETING
Town Hall Commission Chambers (535 Park Avenue)**

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL

Category & Points	Marine Business Advisors, US Marina Group <i>(scoring and explanations pursuant to RFQ requirements)</i> <i>(NOTE- I had not evaluated as a standalone initially and interpreted this submittal as needing to be combined with Fox Rothschild)</i>	Fox Rothschild LLP <i>(scoring and explanations pursuant to RFQ requirements)</i>	Strategic Development Initiatives, Inc. <i>(scoring and explanations pursuant to RFQ requirements)</i>
Experience and Portfolios of P3's (40 points)	30 points - Marina-related mixed-use experience – at least 4 listed are mixed use and three remainder marina related expansions and redevelopments – as a standalone they lack the P3 related portfolio examples	40 points - Florida experience - P3 experience with various private clients and different levels of government and they tie in MBA's marina related mixed-use experience -compliance and public contracting law and other legal experience	35 points -Main marina related mixed-use projects lists are Amrit (successful); King's Landing (still underway); Love Street Jupiter (on hold); and Riviera Beach Marina (declined to participate) - P3/governmental and legislative type experience
Competency, Expertise of Staff (20 points)	15 points -Combined, they would bring a lot to the table -as a standalone (less negotiation (etc.) & P3 related experience if not combined)	20 points -Combined, there are 4 main team members, along with those within their companies -demonstrate high degree of expertise – as a standalone also tie in the same	15 points Three main team members – DeLaney, McKinney and McConaghy – <i>Marina experts and legal team members not identified</i>



NADIA NOTES/TALKING POINTS FOR FURTHER DISCUSSION AT MEETING

<p>Reputation and References (20 points)</p>	<p>0 points</p> <p>→ Not provided as a standalone (reputation is not disputed, but references based on project examples not provided)</p>	<p>15 points</p> <p>→ Provided</p> <p>However, references do not correspond to projects listed (FYI) – MBA not provided</p>	<p>20 points</p> <p>→ Provided</p>
<p>Competitive Pricing and Schedule (20 points)</p>	<p>10 points</p> <p>MBA – a little more Descriptive (40 hours per month on upper end (average 10 hours per week) - \$220/hour x 40 = \$8,800 per month x 12 months (upper end) = \$105,600 for MBA’s portion. Outside engineering and CAD mentioned as not being included, but not further specified and ‘firm price if possible’ also mentioned.</p> <p><i>FOR BOTH – maybe \$285,600 for 12 months, but not clearly specified.</i></p>	<p>5 points</p> <p>Only hourly rates provided without any indication of how many hours would be required for completion and of which team members \$375/hour Attorneys \$175/hour Paralegals</p> <p>(since they are partnering with MBA and MBA has indicated 40 hours per month on the upper end, one could guess that at \$375/month, at 12 months, these services can separately hover around \$180,000 for 12 months – however, this information is an assumption and not provided in standalone proposal</p>	<p>20 points</p> <p>→ Very details breakdown with all potential variables identified</p> <p>→ Appears to be all-inclusive</p> <p>→ The only item not specified are ‘legal-related services’ which, if selected, would need to be discussed as it relates to utilizes Town Counsel or outside Counsel for P3 related matters</p> <p><i>Assumes 6-9 months for Phase I which covers RFQ Scope and expands by providing additional phases that provide for P3 contract completion</i></p> <p>On the upper ends: Phase I (overs RFQ Scope) = \$180K Phase II \$135K Phase III \$60K (capped at \$375K) – remaining portion is developer share</p>

**attach additional sheets if necessary* - See Next Page for RFQ Scope of Work & Submission Specifications*

Scope of Work

The selected Consultant will represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant will be expected to assist in the aforementioned areas, as further outlined as follows:

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It is anticipated that, upon successful receipt and review of proposals for this RFQ, that the award of this RFQ will be made at the May 6, 2020 Town Commission meeting (date may change), with a requirement that the entire process listed above is completed by November 5, 2020 (date may change if Commission meeting date changes – expectation is 6 months between Commission date to award contract and completion).

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SCORING – REVIEWER: ;RICHARD SCHERLE; PUBLIC WORKS DIRECTOR

EVALUATION COMMITTEE MEETING

Monday, April 20, 2020

Town Hall Commission Chambers (535 Park Avenue)

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL

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<p>Experience and Portfolios of P3's (40 points)</p>	<ul style="list-style-type: none"> - experience is marina-specific; knowledge of marina operations, layouts, facilities, amenities, master planning, etc. -Experience is more of an “adjunct” or supplementary role to prime P3 negotiators and experts. -Limited experience with “turn-key” solutions. <p>20 points / 40 points</p>	<ul style="list-style-type: none"> - Well documented range P3 projects, including very high value projects and also marina projects in Florida. - City of Marathon project – required negotiations with State on submerged land issues to allow expansion of marina – was successful. Also – listed a range of various, quite detailed marina projects. <p>40 points / 40 points</p>	<ul style="list-style-type: none"> -Amrit experience – local project in PBC; financial and negotiating experience. - Love Street project –had marina aspect but unable to determine extend of SDI’s role due to non-disclosure -Generally, consultant has experience with negotiation of P3 agreements from the DEVELOPER/PRIVATE side and seems to have less experience representing government entities. <p>30 points / 40 points</p>
<p>Competency, Expertise of Staff and Schedule (20 points)</p>	<ul style="list-style-type: none"> - technical marina expertise is evident, with history of heavy marina-focused work. - limited expertise in legal frameworks governing P3 negotiations and contracts. -Limited expertise in public benefit aspects and strategies. <p>10 points / 20 points</p>	<ul style="list-style-type: none"> - has a well capitalized team of various professional with very experienced P3 negotiators. Lots of expertise with navigating state regulations and various governmental entities to ensure “win-win” scenarios. -Stated they will rely upon MBA – which also submitted a response to this RFQ. - Well documented expertise <p>20 points / 20 points</p>	<ul style="list-style-type: none"> - Competent staff – credentialed and qualified. - Exhibits understanding of the aggressive schedule and firmly commits to meeting schedule; has history of meeting schedules. -Understanding of Florida regulations governing P3s. Has experience with historical evolution of P3 regulations in Florida which is unique. - Staff has experience working in government which may be helpful to understanding how to present to Commission. -Both primary personnel have long history with SDI which may indicate good teamwork and efficiency. -Small staff but exhibits range of expertise from finance,

			<p>legal, regulatory, government administration, and real estate</p> <p>20 points / 20 points.</p>
<p>Reputation and References (20 points)</p>	<ul style="list-style-type: none"> - References – has worked with several local cities including Palm Beach and Fort Lauderdale. - References limited with respect to specific P3 engagements - Reputation is very well received but seems to be aimed more to technical marina expertise as opposed to P3 contract formulation from a strategic perspective. <p>10 points / 20 points</p>	<ul style="list-style-type: none"> - Well built reputation based upon a wide array of successful projects <p>20 points / 20 points</p>	<ul style="list-style-type: none"> - History of success and high-level government involvement. - Good references over a healthy span of time. <p>20 points / 20 points</p>
<p>Competitive Pricing and Schedule (20 points)</p>	<ul style="list-style-type: none"> - relative to other submittals, principal costs and other costs higher. Also, did not provide a complete cost breakdown that identifies the Town’s maximum exposure. <p>5 points / 20 points</p>	<ul style="list-style-type: none"> - Pricing per hour was highest of all responses. - Open ended with little idea of Town’s maximum exposure - Like other submitters, relies upon eventual developer covering costs of consultancy. -Able to meet schedule – put forward a clear path with tasks inside of multi-month schedule. <p>5 points / 20 points</p>	<ul style="list-style-type: none"> - \$375k max. exposure to Town/ \$20k/month retainer - relies upon shifting costs to developer over time; this assumes developer will agree to this arrangement and thus there is risk for the Town should there be disagreement. - relative to other submittals, principal costs are lower. -Identified Maximum exposure which was helpful <p>20 points / 20 points.</p>

GRAND TOTALS= 45 points/100 points 85 points / 100 points 90 points /100 points

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(FROM RFQ)

Scope of Work

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RESOLUTION NO. 58-08-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE PARK (R2019-0892); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, Amendment Two is further defined and enclosed as R2019-0892, attached hereto and incorporated herein as **Exhibit “A”**.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated herein as true and correct.

Section 2. R2019-0892 is enclosed as **Exhibit “A”**.

Section 3: This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> — </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution No. 58-08-19 duly passed and adopted this 7 day of August, 2019.

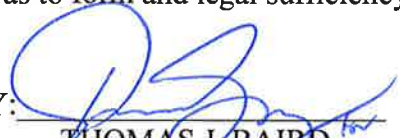
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT TWO TO INTERLOCAL AGREEMENT is made and entered into on August 7, 2019, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, on March 11, 2014 the COUNTY and MUNICIPALITY entered into Amendment One to the Interlocal Agreement (R2014-0356) to modify the work to be performed in Phases 1A and 1B of the project and extend the required time frames for completion; and

WHEREAS, the MUNICIPALITY has been unable to obtain funding to complete the work and requires assistance from private developers in order to complete the project; and

WHEREAS, the MUNICIPALITY desires to obtain proposals from private developers to redevelop the Marina, boat trailer parking and surrounding privately owned properties; and

WHEREAS, COUNTY is willing to extend all time frames for Municipality's performance of its obligations hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. The MUNICIPALITY shall issue a Request for Proposals, and/or utilize the Public Private Partnership procurement process established under F.S. Section 255.065, seeking developers willing to redevelop the Marina, boat ramp and trailer parking areas, and surrounding privately owned property. The Town shall provide COUNTY staff with drafts of the procurement documentation for County staff review and comment.
2. All proposals must incorporate as many as possible existing boat trailer parking spaces within the proposed development on the ground floor of parking garages or surface parking areas, and provide a boat ramp comparable to the existing ramp. In addition, proposals must include within the mix of proposed development, the promenade, restaurants, retail, residential units and other uses which provide increased public access to and use of the waterfront and Marina.
3. The MUNICIPALITY shall complete the Request for Proposals and/or the Public Private Partnership process within one (1) year of the date hereof and shall present the proposal selected by MUNICIPALITY as the most responsive to the Board of County Commissioners for their review. If the Board finds that the proposal selected by MUNICIPALITY meets the

requirements of this Interlocal Agreement and fulfills the objectives of the Waterfront Bond issue, the parties shall negotiate a further amendment documenting the actions required by MUNICIPALITY to implement said proposal and the time frame therefor. If the Board does not approve the selected proposal and enter into a further amendment to this Interlocal Agreement, the Town shall be obligated to repay the grant funding provided to MUNICIPALITY.

4. Capitalized terms not defined within this Amendment Two shall have the same meaning herein as within the Interlocal Agreement. Except as modified by this Amendment Two, the Interlocal Agreement remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment Two to Interlocal Agreement to be executed on the day and year first above written.

R2019 0892 JUN 18 2019

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk

By: [Signature]
Mack Bernard, Mayor



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
County Attorney

By: [Signature]
Department Director

WITNESSES:

TOWN OF LAKE PARK

[Signature]
Signature

By: [Signature]
Mayor

Vivian Mendez
Print Name

[Signature]
Signature

Shaquarta Edwards
Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Municipality Attorney

R 2010 19 43 NOV 16 2010

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

WHEREAS, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

WHEREAS, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

WHEREAS, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

WHEREAS, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

WHEREAS, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

WHEREAS, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

WHEREAS, the TOWN will operate and maintain the Project upon its completion; and

WHEREAS, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

WHEREAS, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: GENERAL

FILE NUM 201004900864 OR BOOK/PAGE 242760231 DATE: 12/22/2010 14:22:33 Pgs 0231 - 243 (13pgs)
Sharon R. Book, CLERK & COMPTROLLER

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

Section 1.03 COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in Exhibit "D" (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

Section 1.04 COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

Section 1.05 TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

Section 1.06 TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

Section 1.07 TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A", "B" AND "C" respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.03 Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24

months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

Section 2.05 TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

Section 2.06 TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

Section 4.02 TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue

to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

Section 5.03 TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

ARTICLE 6: ACCESS AND AUDITS

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461
With a copy to:

County Attorney
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: REMEDIES

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 14: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

ARTICLE 15: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17: THIRD PARTY BENEFICIARIES

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

ARTICLE 18: OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

EXHIBIT "A"

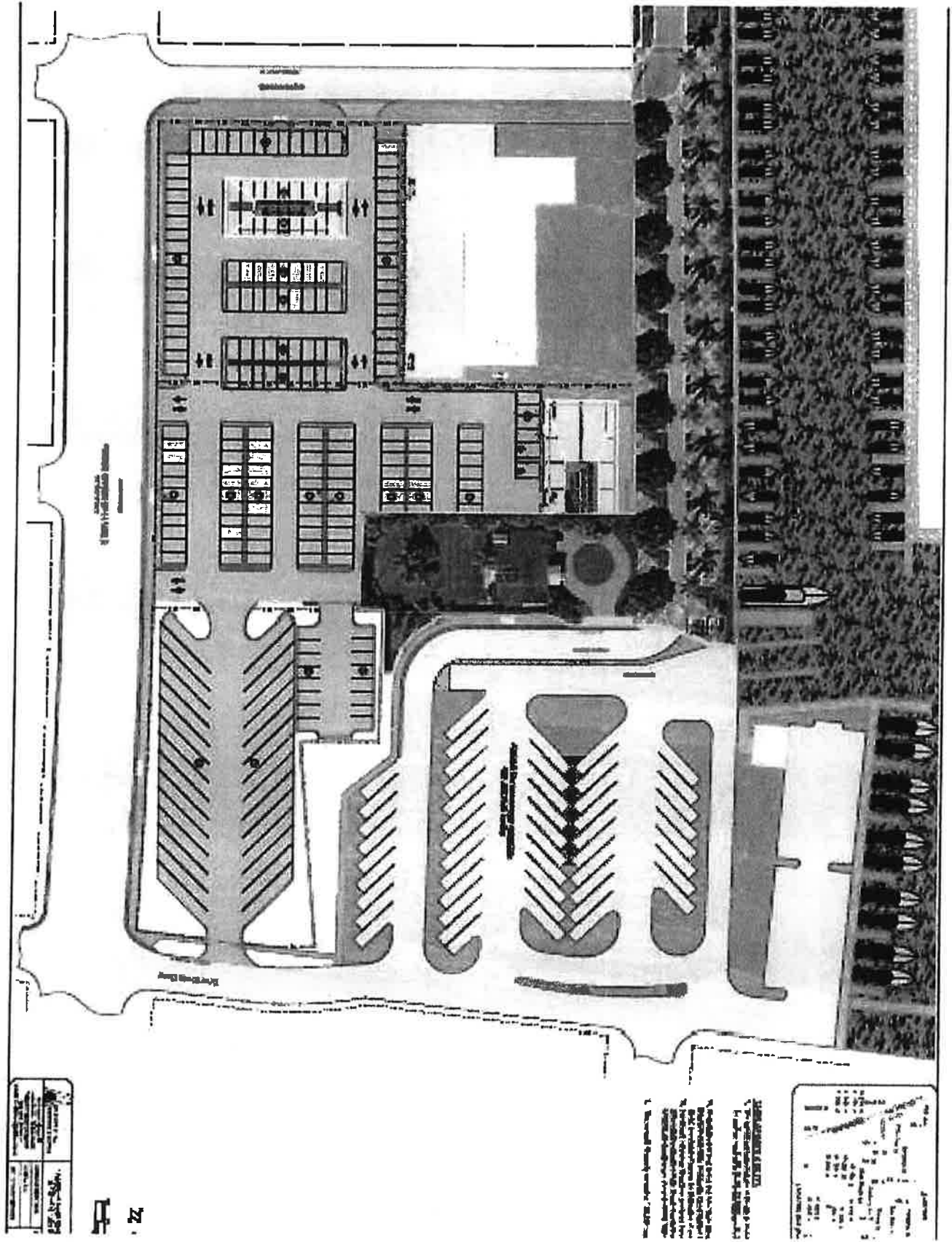
Project Description

PHASE I

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Trailer Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>
Future Projects Dependent on Public Sector Funding and Private Investment		
PHASE II		
A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

EXHIBIT "B"
CONCEPTUAL SITE PLANS

See separate attachment.



Project No. 100-1000	Scale: 1" = 20'
Sheet No. 100-1000-1	Date: 10/1/00
Client: ABC Corp.	Architect: XYZ Inc.



 N

1. All dimensions are in feet and inches.

 2. All areas are in square feet.

 3. All areas are to be used for parking.

 4. All areas are to be used for landscaping.

 5. All areas are to be used for walkways.

Area	Area (sq. ft.)
Building	10,000
Parking	5,000
Landscaping	2,000
Walkways	1,000
Total	18,000

EXHIBIT "C"

COST ESTIMATE

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Construction	\$300,000
Future Projects Dependent on Public Sector Funding and Private Investment		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	Total Investment	\$5,600,000 +

EXHIBIT D

LEGAL DESCRIPTION OF THE PROPERTY

Parcel Identification Number: 36-43-42-20-01-114-0160

LEGAL DESCRIPTION

Portions of Lots 16 through 24 and 28 through 31, Inclusive Block 114, according to the Plat of LAKE PARK (formerly Kelsey City), Florida, as recorded in Plat Book 8, at page 23, in and for the records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9°01' 57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85°19'00" East along the Southerly line of said Lot 28, a distance of 57.70 feet, to a point; thence North 3°07'00" West a distance of 100.03 feet, to a point in the Northerly line of Lot 31 aforesaid; thence South 85°19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West, and having a radius of 5759.65 feet, said point being in the Easterly right-of-way of US Highway No. 1 (State Road No. 5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2°27'21", distance of 246.86 feet to the point of intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88°06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10°55'57", a distance of 50.0 feet to the Point of Beginning.

ATTEST:

TOWN OF LAKE PARK

By: Vivian M. Lemley
Vivian M. Lemley, Town Clerk



By: Desca DuBois
Desca DuBois, Mayor

FLORIDA

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Thomas J. Baird
Thomas J. Baird, Town Attorney

R2010 1943 NOV 16 2010
BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

ATTEST:

By: Nancy Powell
Nancy Powell, Deputy Clerk



By: Karen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: County Attorney
County Attorney

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations

R2014-0356

**AMENDMENT ONE TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT ONE TO INTERLOCAL AGREEMENT is made and entered into on MAR 11 2014, 2014, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R-2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Interlocal Agreement regarding closure of Lake Shore Drive and configuration of the parking areas and pedestrian promenade.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.04 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.04. Town shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the project within 24 months of the date of this Amendment One.

2. Phases IB and IIA of the Project Description attached as Exhibit "A" to the Interlocal Agreement are hereby replaced with the descriptions of those Phases attached as Exhibit "A" to this Amendment One.

3. The Conceptual Site Plan attached as Exhibit "B" to the Interlocal Agreement is hereby replaced with the Conceptual Site Plan attached hereto as Exhibits "B-1 and B-2" to this Amendment One.

4. Except as modified by this Amendment One, the Interlocal Agreement remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment One to Interlocal Agreement to be executed on the day and year first above written.

R2014 0356 MAR 11 2014

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER



By: _____
Deputy Clerk

By: Priscilla A. Taylor
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
County Attorney

By: [Signature]
Department Director

WITNESSES:

[Signature]
Signature
Vivian Mendez
Print Name

TOWN OF LAKE PARK
By: [Signature]
Mayor

[Signature]
Signature
Janet R. Miller
Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Municipality Attorney

EXHIBIT "A"

Project Description

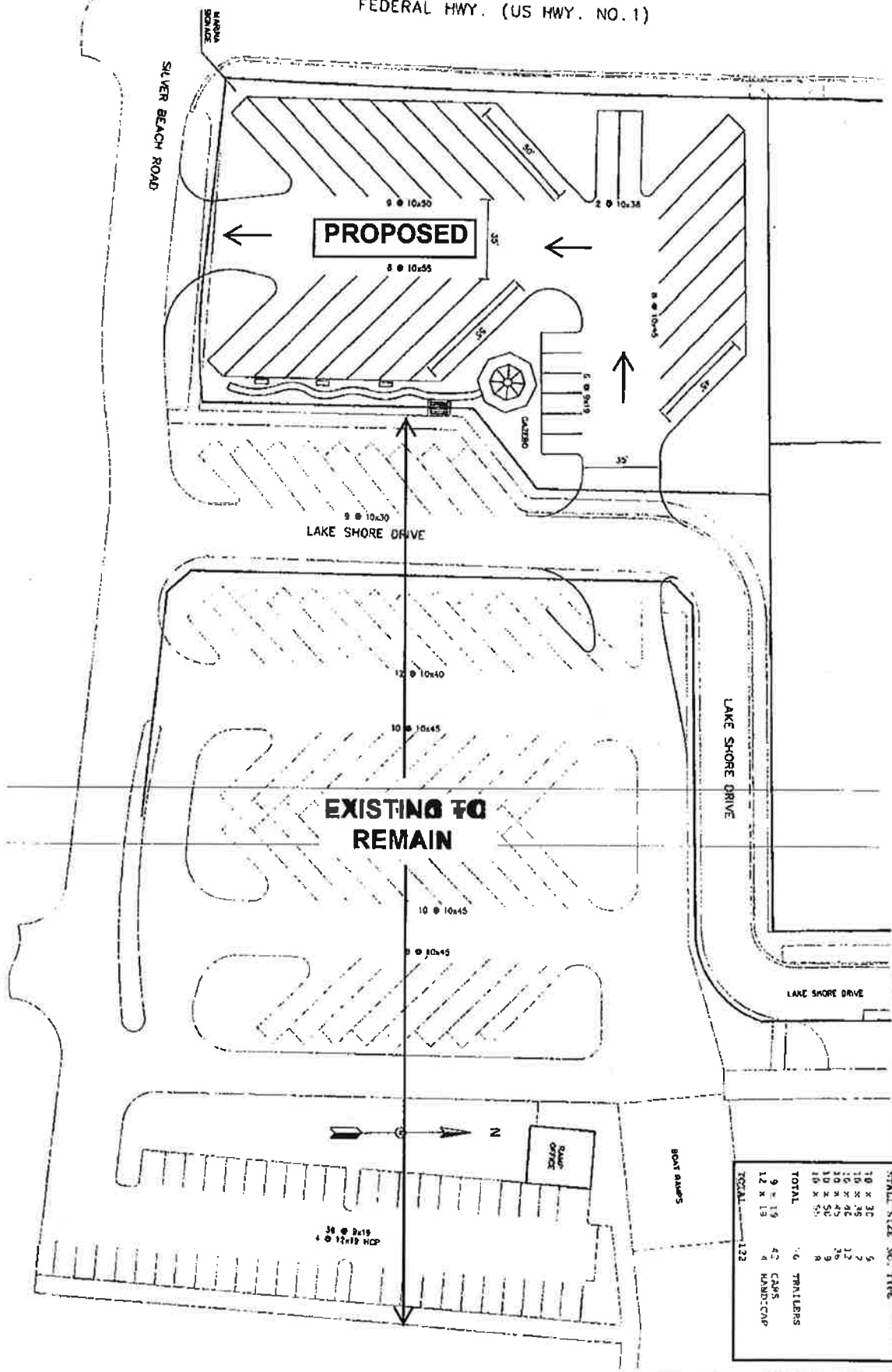
B.	Boat Trailer Parking Lot Renovation	<p><i>This phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land <u>as well as the integration of the existing lower lot with the upper lot. With the integration of the two lots, the traffic pattern through the integrated lots, as well as ingress and egress onto Silver Beach Boulevard, will be modified to ensure that a much safer flow of boat trailer traffic will be reached. The acquired upper lot will provide an additional 30 27 (twenty seven) boat trailer parking spaces along with 46 6 (six) standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42 37% and thus enable more pedestrians and boaters to access the water.</u></i></p>
<p>Future Projects Dependent on Public Sector Funding and Private Investment</p> <p>PHASE II</p>		
A.	Pedestrian Promenade	<p><i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close <u>approximately 460 feet of the northbound lane of traffic of the southernmost section of Lake Shore Drive (retaining, rather than eliminating, 12 public parking spaces) and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</u></i></p>

EXHIBIT B-1

CONCEPTUAL SITE PLAN

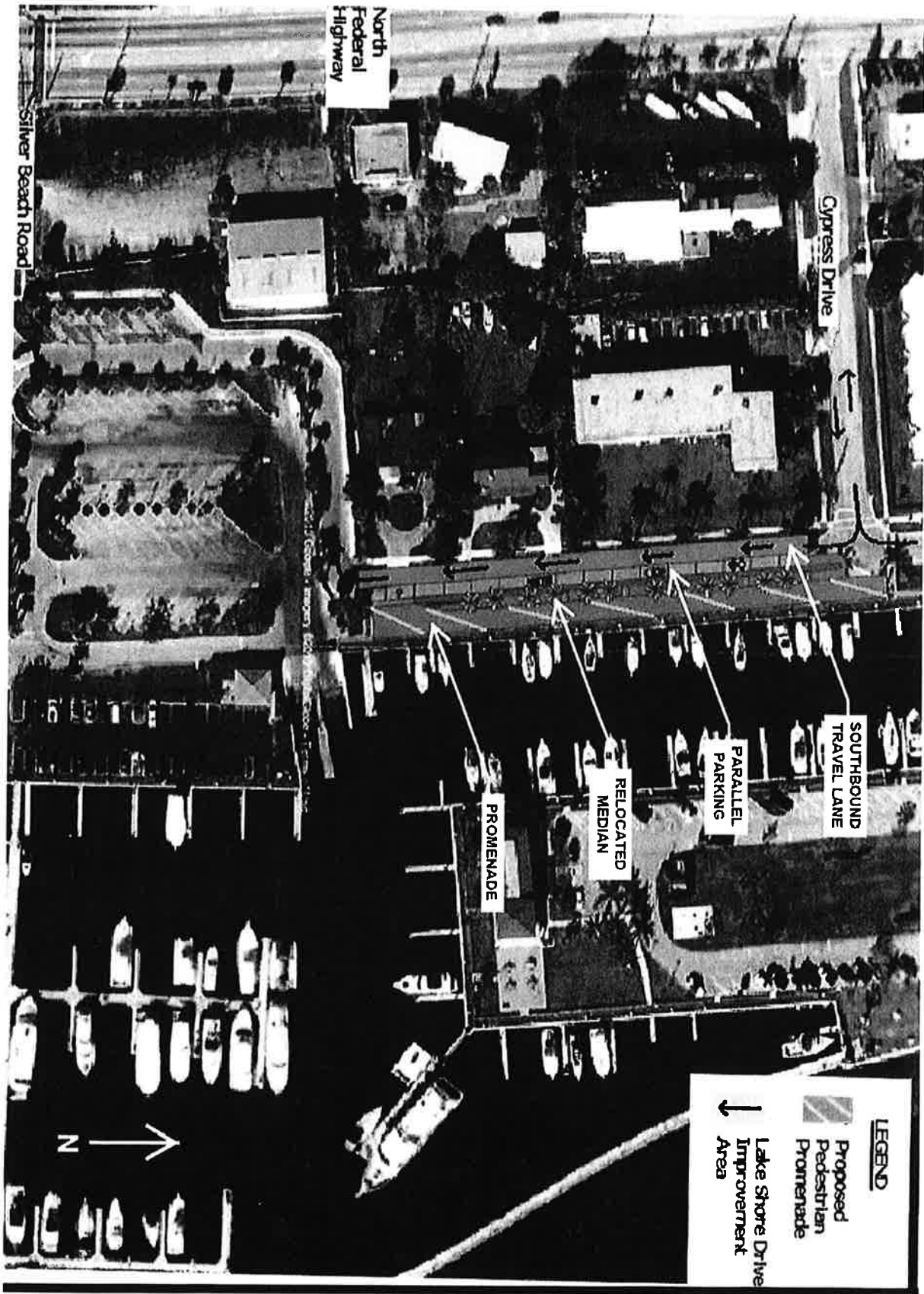
TRAILOR PARKING LOT RECONFIGURATION

FEDERAL HWY. (US HWY. NO. 1)



TRAILER SIZE	NO.	TOTAL
10 x 30	5	
10 x 35	2	
10 x 40	12	
10 x 45	26	
10 x 50	9	
10 x 55	8	
TOTAL	67	TRAILERS
9 x 19	42	CARS
12 x 19	4	HAND-CAMP
TOTAL	113	

EXHIBIT B-2
CONCEPTUAL SITE PLAN
LAKE SHORE DRIVE/PEDESTRIAN PROMENADE RECONFIGURATION



Consent Agenda

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 1, 2020

Agenda Item No.

Agenda Title: June 17, 2020 Virtual Commission Workshop Minutes.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON FIRST READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager

Date:

6.24.2020

Shaquita Edwards, MPA, CMC

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: -Minutes -Exhibit "A"
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>S.E.</i> Please initial one.

Recommended Motion: To approve the June 17, 2020, Commission Workshop Minutes.



Minutes
Town of Lake Park, Florida
Commission Workshop Minutes
Wednesday, June 17, 2020, 6:00 PM
Via Zoom

The Town Commission met for the purpose of a Commission Workshop on Wednesday, June 17, 2020 at 6:00 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, and Roger Michaud, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Vice-Mayor Glas-Castro led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

1. Presentation of Results and Findings of the Sanitation/Solid-Waste Utility Rate Study with Future Rate Requirement Workshop.

Public Works Director Richard Scherle provided a brief summary of the item and welcomed Mr. Henry Thomas, Vice President of Raftelis Financial Consultants to present to the Commission (see Exhibit "A"). Discussion ensued regarding the presentation. Vice-Mayor Glas-Castro expressed concerns of operating in the next fiscal year with a \$200k deficit. Mr. Thomas explained the deficit based on the information provided by the Town of Lake Park. He explained that the adopted budget of 2019-2020 reflects a cash carry forward of approximately \$243k would be required to balance the Sanitation Fund. Mr. Thomas referred to slide number four of his presentation titled "Existing Conditions-FY2020 Budget" (see Exhibit "A"). Commissioner Linden questioned the need to have \$500k in reserves. Mr. Thomas explained that the amount of \$500k was a recommendation but that it was ultimately a policy decision of the Commission. Commissioner Linden questioned the possibility of conducting a cost benefit analysis. Public Works Director Scherle and Town Manager D'Agostino explained that cost benefit analysis had been previously conducted and presented to the Commission. Mayor O'Rourke asked for clarification of the reported services and sanitation rates for the Town of Jupiter and the City of Palm Beach Gardens. He suggested that the Town of Lake Park be compared to similarly situated municipalities. Town Manager D'Agostino asked Mr. Thomas to create a comparison of the rates for neighboring municipalities as related to once a week collection. Mr. Thomas explained that a comparison study could be completed. Discussion ensued, Mayor O'Rourke announced that the purpose of the Workshop was to modernize the sanitation fleet and provide efficient equipment and services. Commissioner Michaud questioned the need for a 12.5% rate increase. Mr. Thomas explained the percentage increase with respect to annual fees and debts of the Reserve and Sanitation Funds. Mayor O'Rourke questioned if there was an inexpensive alternative to purchasing the new equipment. Public Works Director Scherle answered, "No." and explained that certain vehicles within the current fleet were 12-15 years old. He explained that expensive repairs and maintenance were conducted on a regular basis. He explained the purpose of each vehicle and importance of upgrading the fleet. Vice-

Mayor Glas-Castro questioned if the new recycling canisters would allow for the combination of paper, glass, and aluminum. Public Works Director Scherle answered, "No." and explained that items would need to be separated. He explained that Palm Beach County does not allow single-stream recycling. Vice-Mayor Glas-Castro expressed concerns regarding the aesthetics of a third canister. Public Works Director Scherle explained that the alternative would be to keep the current recycling bins and privatize services. He explained that the privatization of recycling services would cost approximately \$24k-\$25k per month. Vice-Mayor Glas-Castro suggested postponing the recycling discussion to a future meeting.

Mayor O'Rourke thanked Mr. Thomas for his presentation. Mr. Thomas explained that he would remove Dade County Utilities from the presented comparisons.

PUBLIC COMMENT: None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino had no comments.

Commissioner Linden had no comments.

Commissioner Michaud had no comments.

Commissioner Flaherty had no comments.

Vice-Mayor Glas-Castro had no comments.

Mayor O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the Commission the meeting adjourned at 7:43 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Shaquita Edwards

Town Seal

Approved on this _____ of _____, 2020

**TOWN OF LAKE PARK,
FLORIDA**



SANITATION RATE STUDY

June 2, 2020





June 2, 2020

Mr. Richard Scherle
Director of Public Works
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Subject: **Sanitation Rate Study**

Dear Mr. Scherle:

Raftelis Financial Consultants Inc. ("Raftelis") has completed the study of the sanitation system (the "System") financial plan and rates for the Town of Lake Park, Florida (the "Town"), and has summarized the results in this letter report your consideration. This report summarizes the financial plan for Fiscal Year 2021 through Fiscal Year 2025 (the "Study Period") and proposed rate adjustments for the same period. The purpose of this study was to:

- Identify the ability of revenues derived from the current charges for sanitation service and ongoing operations of the System to fund the projected expenditures and necessary transfers;
- Provide recommended rates to recover the projected expenditures of the System;
- Provide an evaluation of the overall financial position and cash balances of the System; and
- Develop a financial plan in conjunction with Town staff to promote and maintain long-term rate sustainability to meet the funding goals and objectives of the System.

To develop the proposed sanitation system financial plan and rates, we have relied upon certain information and data provided by the Town including the Town's comprehensive annual financial reports ("CAFR"), the proposed Fiscal Year 2020 operating budget, estimated capital expenditures, customer statistics, periodic reports, records of operation, and other information and data provided by the Town. To the extent we have performed our analyses using certain data and information obtained from the Town in the preparation of this report, we have relied upon such information to be accurate and no assurances are intended, and no representation or warranties are made with respect thereto or the use made herein.

CONCLUSIONS AND RECOMMENDATIONS

Based on our studies, assumptions, considerations, and analyses as summarized herein, we are of the opinion that:

1. The Town's existing rates for sanitation service are not anticipated to be sufficient to recover the projected system costs for the Study Period.
2. In order to meet the projected revenue requirements of the System, it is recommended that the Town consider rate adjustments of twelve and one-half percent (12.5%) for Fiscal Year 2021 followed by adjustments of six percent (6%) per year for Fiscal Years 2022 through 2025.
3. Property value enhancement due to the collection and disposal of solid waste due to elimination of health hazards, promotion of cleanliness and safety, and aesthetics should exceed the overall cost of the assessments. Therefore, the service represents a special benefit.
4. Proportionality of the assessments upon benefitted properties, as previously established in Resolution No. 20-07-14, has been preserved.
5. The proposed Fiscal Year 2021 residential rates are below average with rates charged by neighboring communities. However, there can be significant differences in the level of service provided that account for such differences in rates among neighboring communities.
6. The Town should periodically review the adequacy of sanitation rates over the course of the Study Period to ensure revenue sufficiency in years subsequent to Fiscal Year 2021.

We appreciate the opportunity to be of service to the Town and would like to thank the Town's staff for their valuable assistance and cooperation during this study.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Henry L. Thomas
Vice President

HLT
Attachments

TOWN OF LAKE PARK, FLORIDA

SANITATION RATE STUDY

INTRODUCTION

Raftelis Financial Consultants, Inc. ("Raftelis") was tasked with the preparation of a five-year financial forecast of the Town of Lake Park's Sanitation System (the "System") encompassing Fiscal Years 2021 through 2025 (the "Study Period"). This report, which should be read in its entirety, provides a summary of customer and financial trends, study methodology, principal assumptions, findings, and recommendations, and an overview of the projected financial position of the Town of Lake Park's (the "Town") Sanitation Division. The rate recommendations of this study are based on the financial projections developed for the System.

EXISTING SERVICE AND RATES

The Town provides solid waste collection service to residential customers and commercial properties within the Town. Customers receiving curbside service receive twice weekly garbage, once weekly recycling, and bulk waste collection. Customers receiving container (i.e., dumpster) service have a variety of options regarding container size and collection frequency. Sanitation services are billed annually as a non-ad valorem assessment. Below are the Town's existing rates for residential sanitation service, which have not been adjusted since Fiscal Year 2014.

Existing Annual Rates for Residential Sanitation Service	
Service Type	Existing Rate
Single-Family	\$215.49
Mobile Home	\$215.49
Multi-Family per Unit (less than 5 Units)	\$215.49
Multi-Family per Unit (greater than 4 Units)	\$145.93

Below are the Town's existing sanitation rates for commercial dumpster service.

Existing Commercial Dumpster Rates					
Cubic Yards	Once/Week	Twice/Week	Three Times/Week	Four Times/Week	Five Times/Week
0.5	18.54	37.09	55.63	74.18	92.72
2.0	74.21	148.41	222.61	296.83	371.04
3.0	111.31	222.61	333.92	445.22	556.53
4.0	148.41	296.83	445.22	593.66	742.07
6.0	222.61	445.22	667.83	890.44	1,113.06
8.0	296.83	593.66	890.49	1,187.32	1,484.15

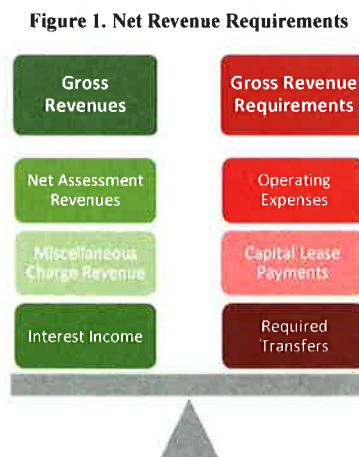
REVENUE PROJECTIONS

For Fiscal Year 2020, the Town billed revenues of approximately \$1,682,000 in sanitation rate revenue. This amount is budgeted at 95% of anticipated assessment levels to reflect the discount for early tax payment per Florida Statutes, Chapter 197.162 and tax collector fees. Based on

discussions with Town staff, the service area is essentially built out and therefore, it is not projected that the Town will incur any customer growth, residential or commercial, throughout the Study Period. As a result, it is projected that solid waste collection revenues will be approximately \$1,682,000 per year for the Study Period at existing rates.

REVENUE REQUIREMENTS

The various components of cost associated with operating and maintaining a municipally owned sanitation system, as well as the cost of financing the renewal and replacement of vehicles and equipment, are generally referred to as the cash revenue requirements. The sum of these cost components, after adjusting for other income and other operating revenues available to the System, represents the net revenue requirements to be recovered from sanitation rates.



The projected revenue requirements include the various generalized cost components described below:

- **Operating Expenses:** Includes the cost of disposal service, labor and personnel related costs, contractual services, vehicle and fleet maintenance, utilities, operating supplies, equipment repairs and maintenance, indirect cost allocation of certain General Fund expenses and other items necessary for the provision of sanitation services.
- **Other Revenue Requirements:** Includes, in general, any recurring capital improvements to be financed from revenues such capital lease payments for replacement vehicles and transfers to cash reserves if necessary, to establish and maintain minimum operating reserve cash balances.

PRINCIPAL ASSUMPTIONS AND CONSIDERATIONS

The projected cash revenue requirements, as shown on Table 1 reflect certain assumptions, considerations, and analyses. The major assumptions, considerations and analyses that are included in the development of the projected revenue requirements for the Study Period are as follows:

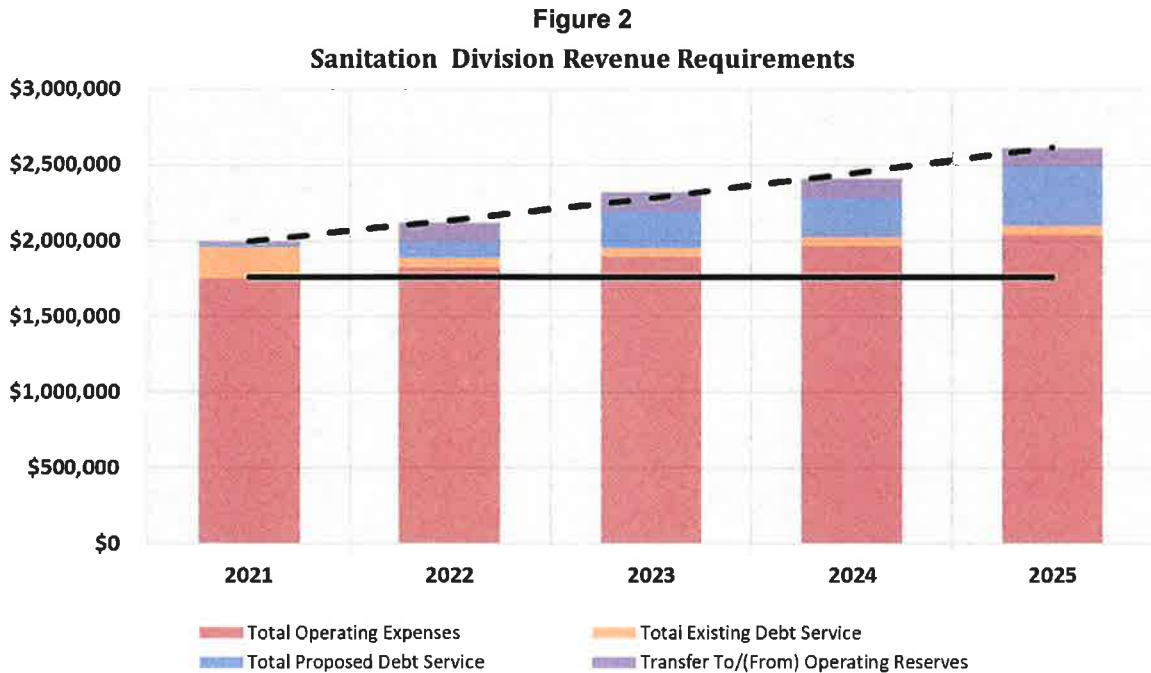
1. The Fiscal Year 2020 operating budget provided by the Town served as the basis for the expenditure projections set forth herein. Unless otherwise noted, the underlying assumptions and expenditure amounts included in the operating budgets are assumed to be reasonable and

reflect anticipated operations. Such budgetary amounts are incorporated into the revenue requirement component of the study, except for adjustments and assumptions as noted hereunder.

2. Projected revenues from existing solid sanitation rates are based on the schedule of rates in effect as of the date of this report, which have not been adjusted since Fiscal Year 2014.
3. The operations and maintenance expenses budgeted for Fiscal Year 2020 for sanitation service are projected for the remaining four (4) years of the Study Period using various escalation factors. These escalation factors and the resulting operating cost projections are shown on Tables 2 and 3, respectively. The projected operating expenses were developed for the Study Period as follows:
 - a. Based on discussions with the Town staff, labor- and personnel-related costs other than health insurance are projected to increase 3.5% annually. The cost of employee health insurance paid by the Village is escalated by 8.0% annually to reflect higher increases, compared to general labor escalation, in insurance costs over the next several years.
 - b. Budgeted Fiscal Year 2020 operating expenses such as operating supplies, training and travel are projected to increase from current budgetary levels at an annual rate of inflation of approximately 2.5%. The forecast of inflation was based upon Consumer Price Index for All Urban Consumers ("CPI") forecasts prepared by the Congressional Budget Office ("CBO") as contained in "The Budget and Economic Outlook: 2020 to 2030" report and was published in January 2020.
 - c. The cost of sanitation vehicle and equipment repairs are projected to increase by 5.0% annually based on recent historical expenditure discussions with Town staff.
 - d. The Town disposes of waste at facilities owned by Palm Beach County Solid Waste Authority and is charged disposal fees. Disposal fees charged for the disposal of solid waste currently account for approximately 12.1% of total System operating expenses and are projected to increase 3.0% annually.
4. The projected capital expenditures for the sanitation system are based on vehicle replacements plans provided by Town staff. The plan assumes that the unit cost of new replacement vehicles is projected to increase in cost by 3.0% per year. The System is projected to spend \$360,000 per year on average for vehicle and equipment replacement. Table 4 sets forth the projected capital expenditures. It is assumed that expenditures for vehicle replacements are financed through capital leases. The projected expenditure for recycling carts of \$135,000 is assumed to be financed with an internal loan from the Town's general fund to be repaid over five years.
5. The Fiscal Year 2021 revenue requirements includes transfers to the Town's general fund of approximately \$455,000 to cover the System's allocated administrative overhead costs. Based on discussions with staff, these indirect cost transfers are projected to increase at 3% annually throughout the Study Period.

6. The sanitation system should have adequate cash reserves in order to meet day-to-day funding needs as well as to cover any unexpected fluctuations in expenditures. Based on discussions with Town staff, a minimum fund balance equal to 90 days operating revenues or \$500,000 is targeted to be achieved during the Study Period.
 7. Amounts associated with depreciation and amortization expenses have not been recognized in this analysis. While a component of the enterprise fund's income statement, these expenditures are non-cash in nature and are not considered as revenue requirements for rate-making purposes under a publicly-owned utility system basis (publicly-owned utilities' rates are based on a cash expenditure basis). Therefore, such depreciation amounts have not been recognized as revenue requirements to be recovered from rates for the Study Period.
- Summary of Net Revenue Requirements

Based upon the assumptions used to prepare the System's financial forecast regarding operating expenses, capital requirements, general fund transfers, and rate increases, the projected net revenue requirements of the System that are estimated to be recovered from user rates are summarized on Figure 2.



As can be seen on Figure 2, the projected net revenue requirements estimated to be recovered from sanitation rates for the Study Period are anticipated to increase from \$1,895,154 in Fiscal Year 2021 to \$2,428,932 in Fiscal Year 2025, which is an increase of approximately 6.0 per year. The primary reasons for these increases are: i) projected inflationary increases in operating and vehicle replacement expenditures; and ii) increased disposal fees.

ADEQUACY OF SANITATION RATE REVENUES

Based on the forecast of revenues and revenue requirements for the sanitation system and the assumptions and considerations set forth herein with respect to the estimation of System net revenue requirements, the System-wide rate adjustments are projected as follows:

Proposed Rate Adjustments		
Fiscal Year	Percent	Amount
2021	12.5%	\$210,275
2022	6.0%	\$113,549
2023	6.0%	\$120,361
2024	6.0%	\$127,583
2025	6.0%	\$135,238

The proposed residential rates for Fiscal Year 2021 are summarized as follows:

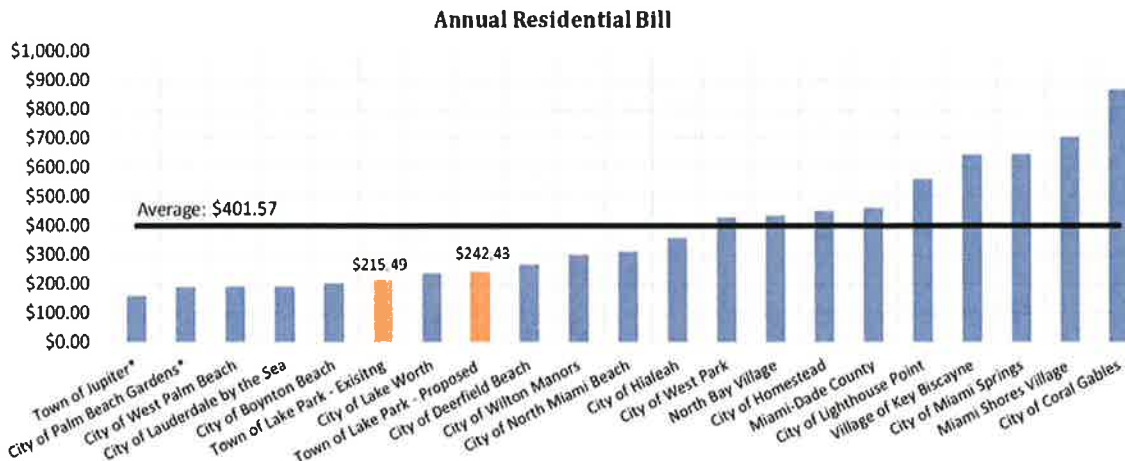
Proposed Annual Rates for Residential Sanitation Service	
Service Type	Existing Rate
Single-Family	\$242.43
Mobile Home	\$242.43
Multi-Family per Unit (less than 5 Units)	\$242.43
Multi-Family per Unit (greater than 4 Units)	\$164.17

The proposed sanitation rates for commercial dumpster service for Fiscal Year 2021 are as follows:

Proposed Commercial Dumpster Rates					
Cubic Yards	Once/Week	Twice/Week	Three Times/Week	Four Times/Week	Five Times/Week
0.5	\$20.86	\$41.73	\$62.58	\$83.45	\$104.31
2.0	\$83.49	\$166.96	\$250.44	\$333.93	\$417.42
3.0	\$125.22	\$250.44	\$375.66	\$500.87	\$626.10
4.0	\$166.96	\$333.93	\$500.87	\$667.87	\$834.83
6.0	\$250.44	\$500.87	\$751.31	\$1,001.75	\$1,252.19
8.0	\$333.93	\$667.87	\$1,001.80	\$1,335.74	\$1,669.67

Sanitation Rate Comparisons

In order to provide additional information regarding the Town's proposed sanitation system rates, a comparison of the proposed single-family residential rates for the Town and those charged by other neighboring solid waste systems was prepared. As shown below, sanitation bills under the proposed Fiscal Year 2021 single-family residential rates are below average when compared to the surveyed neighboring communities' average. Reasons for differences among rates may be due to: i) the types and frequency of waste collection; ii) whether a system has automated collection service; iii) the fuel source for the vehicles; iv) disposal options and fees; v) density of the service area; and vi) the age of fleet and facilities.



*Served by Private Hauler

CONCLUSIONS AND RECOMMENDATIONS

Based on our studies, assumptions, considerations, and analyses as summarized herein, we are of the opinion that:

1. The Town's existing rates for solid waste collection service are not projected to be sufficient to recover the projected System costs for the Study Period.
2. In order to meet the projected revenue requirements of the System, it is recommended that the Town consider a rate increase of twelve and one-half percent (12.5%) for Fiscal Year 2021 followed by adjustments of six percent (6%) annually for Fiscal Years 2022 through 2025.
3. Property value enhancement due to Town's provision of sanitation services due to elimination of health hazards, promotion of cleanliness and safety, and aesthetics should exceed the overall cost of the assessments. Therefore, the service represents a special benefit.
4. Proportionality of the assessments upon benefitted properties, as previously established in Resolution No. 20-07-14, has been preserved.
5. The proposed Fiscal Year 2021 residential rates are below average with rates charged by neighboring communities. However, there can be significant differences in the level of service provided that account for such differences in rates among neighboring communities.
6. The Town should periodically review the adequacy of sanitation rates over the course of the Study Period to ensure revenue sufficiency in years subsequent to Fiscal Year 2021.

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TOWN OF LAKE PARK, FLORIDA

SANITATION RATE STUDY

LIST OF TABLES

Table No.	Description
1	Projected Solid Waste System Revenue Requirements
2	Summary of Projected Escalation Factors
3	Projection of Solid Waste Operating Expenses
4	Capital Improvement Program Funding Plan

Table 1
Village of Lake Park, FL
Sanitation Utility Rate Study

Projected Solid Waste System Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2020	2021	2022	2023	2024	2025
<u>Operating Expenses</u>							
1	Total Operating Expenses	\$1,672,909	\$1,653,999	\$1,725,207	\$1,790,921	\$1,859,434	\$1,930,727
<u>Debt Service Payments: [2]</u>							
<u>Existing Debt</u>							
2	Existing Debt	\$327,747	\$207,130	\$63,654	\$63,654	\$63,654	\$63,654
3	Total Existing Debt Service Payments	\$327,747	\$207,130	\$63,654	\$63,654	\$63,654	\$63,654
<u>Proposed Debt Service: [3]</u>							
4	Capital Lease 1	\$0	\$75,293	\$75,293	\$0	\$0	\$0
5	Capital Lease 2	0	0	0	133,965	133,965	133,965
6	Capital Lease 3	0	0	0	0	91,427	91,427
7	Capital Lease 4	0	0	0	0	0	131,678
8	Internal Loan - Carts	\$0	\$23,386	\$31,182	\$31,182	\$31,182	\$31,182
9	Capital Lease 5	0	0	0	0	0	0
10	Total Proposed Debt Service Payments	\$0	\$98,679	\$106,474	\$165,147	\$256,574	\$388,251
11	Total Debt Service Payments	\$327,747	\$305,809	\$170,128	\$228,801	\$320,228	\$451,905
<u>Other Revenue Requirements:</u>							
12	Transfer to General Fund [4]	\$260,000	\$0	\$0	\$0	\$0	\$0
13	Transfer to Capital / R&R Fund	0	0	0	0	0	0
14	Transfer To/(From) Operating Reserves [5]	(243,000)	0	125,000	125,000	125,000	125,000
15	Total Other Revenue Requirements	\$17,000	\$0	\$125,000	\$125,000	\$125,000	\$125,000
16	Gross Revenue Requirements	\$2,017,656	\$1,959,808	\$2,020,335	\$2,144,722	\$2,304,662	\$2,507,632
<u>Less Income and Funds from Other Sources:</u>							
17	Other Operating Revenue [6]	\$71,500	\$71,500	\$71,500	\$71,500	\$71,500	\$71,500
18	Interest Income [7]	7,200	7,200	7,200	7,200	7,200	7,200
19	Transfer from Operating Reserves	0	0	0	0	0	0
20	Additional Item 1	0	0	0	0	0	0
19	Total Other Revenues	\$78,700	\$78,700	\$78,700	\$78,700	\$78,700	\$78,700
20	Net Revenue Requirements	\$1,938,956	\$1,881,108	\$1,941,635	\$2,066,022	\$2,225,962	\$2,428,932
<u>Revenue from Solid Waste Rates:</u>							
21	Collection Revenue from Existing Rates [8]	\$1,682,200	\$1,682,200	\$1,682,200	\$1,682,200	\$1,682,200	\$1,682,200
22	Prior Year Rate Adjustments	0	0	210,275	323,824	444,185	571,768
23	Collection Revenue Before Current Year Adjustments	\$1,682,200	\$1,682,200	\$1,892,475	\$2,006,024	\$2,126,385	\$2,253,968
24	Revenue Surplus / (Deficiency)	(256,756)	(198,908)	(49,160)	(59,998)	(99,577)	(174,964)
25	Percent of Current Year Rate Revenue	-15.26%	-11.82%	-2.60%	-2.99%	-4.68%	-7.76%
<u>Current Year Rate Adjustments</u>							
26	Current Year Rate Adjustment	0.00%	12.50%	6.00%	6.00%	6.00%	6.00%
27	Effective Month	Oct.	Oct.	Oct.	Oct.	Oct.	Oct.
28	% of Current Year Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
29	Total Revenue from Current Year Adjustments	\$0	\$210,275	\$113,549	\$120,361	\$127,583	\$135,238
30	Collection Revenue After Rate Adjustments	\$1,682,200	\$1,892,475	\$2,006,024	\$2,126,385	\$2,253,968	\$2,389,206
31	Total Revenue After Rate Adjustments	\$1,682,200	\$1,892,475	\$2,006,024	\$2,126,385	\$2,253,968	\$2,389,206
32	Revenue Surplus/(Deficiency)	(\$256,756)	\$11,367	\$64,388	\$60,363	\$28,006	(\$39,726)
33	Percent of Rate Revenues	-15.26%	0.60%	3.21%	2.84%	1.24%	-1.66%

Table 2
Town of Lake Park, FL
Sanitation Utility Rate Study

Summary of Projected Escalation Factors

Line No.	Description	Escalation Reference	Fiscal Year Ending September 30,										
			2021	2022	2023	2024	2025	2026	2027	2028	2029		
Expense and Revenue Factors													
1	General Inflation (CPI) [1]	Inflation	1.0240	1.0260	1.0250	1.0250	1.0240	1.0240	1.0240	1.0240	1.0240	1.0240	1.0240
2	Labor and Benefits [2]	Labor	1.0300	1.0350	1.0350	1.0350	1.0350	1.0350	1.0350	1.0350	1.0350	1.0350	1.0350
3	Contractual Services	Contractual	1.0240	1.0240	1.0240	1.0240	1.0240	1.0240	1.0240	1.0240	1.0240	1.0240	1.0240
4	Health Insurance [2]	Health-Ins	1.0500	1.0800	1.0800	1.0800	1.0800	1.0800	1.0800	1.0800	1.0800	1.0800	1.0800
5	Repair and Maintenance [2]	Repair	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500	1.0500
6	Constant	Constant	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
7	Eliminate	Eliminate	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
8	Tipping Fees	Disposal	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300
Cumulative Capital Factors [3]													
9	Inflation	Inflation	1.0000	1.0260	1.0520	1.0780	1.1040	1.1300	1.1570	1.1850	1.2130	1.2410	1.2680
10	No. Assumed Escalation	None	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
11	Capital Outlay	Outlay	1.0000	1.0350	1.0710	1.1080	1.1470	1.1870	1.2290	1.2720	1.3170	1.3630	1.4100
12	ENR Index	ENR	1.0000	1.0300	1.0610	1.0930	1.1260	1.1600	1.1950	1.2310	1.2680	1.3060	1.3450
13	Marginal Increase	Marginal	1.0000	1.0100	1.0200	1.0300	1.0400	1.0500	1.0610	1.0720	1.0830	1.0940	1.1050
14	Vehicles [2]	Vehicle	1.0000	1.0800	1.1660	1.2590	1.3600	1.4690	1.5870	1.7140	1.8510	2.0000	2.1500

Table 3
Town of Lake Park, FL
Sanitation Utility Rate Study

Projection of Solid Waste Operating Expenses

Line No.	Description	Adjusted 2020	Escalation Reference	Fiscal Year Ending September 30,								
				2021	2022	2023	2024	2025	2026	2027	2028	2029
Solid Waste Utility Operating Expenses												
Personnel Services:												
1	Regular Salaries and Wages Salaries	\$371,963	Labor	\$384,683	\$398,147	\$412,082	\$426,505	\$441,433	\$456,883	\$472,874	\$489,424	\$506,554
2	Overtime	10,000	Labor	11,500	11,903	12,319	12,750	13,197	13,658	14,136	14,631	15,143
3	Reclassified Wages	125,226	Eliminate	0	0	0	0	0	0	0	0	0
4	Opt Out Payment	4,728	Labor	4,728	4,893	5,065	5,242	5,425	5,615	5,812	6,015	6,226
5	Payroll Taxes Employer FICA and Medicare	28,059	Labor	30,311	31,372	32,470	33,606	34,783	36,000	37,260	38,564	39,914
6	Retirement Contributions	26,222	Labor	25,767	26,669	27,602	28,568	29,568	30,603	31,674	32,783	33,930
7	Retirement Contributions Town Match	10,758	Labor	11,493	11,895	12,312	12,742	13,188	13,650	14,128	14,622	15,134
8	Health Insurance	86,291	Health-Ins	105,775	114,237	123,376	133,246	143,906	155,418	167,852	181,280	195,782
9	Health Insurance - Dental and Vision	3,924	Health-Ins	3,576	3,862	4,171	4,505	4,865	5,254	5,675	6,129	6,619
10	Life Insurance	1,014	Health-Ins	1,047	1,131	1,221	1,319	1,424	1,538	1,661	1,794	1,938
11	Disability Insurance	2,878	Labor	3,439	3,559	3,684	3,813	3,946	4,084	4,227	4,375	4,529
12	Workers Compensation	20,228	Labor	20,228	20,936	21,669	22,427	23,212	24,025	24,865	25,736	26,636
13	Total Personnel Services	\$691,291		\$602,547	\$628,604	\$655,971	\$684,724	\$714,948	\$746,730	\$780,165	\$815,354	\$852,405
Operating Expenses:												
14	Disposal Services- Garbage	\$234,000	Disposal	\$241,020	\$248,251	\$255,698	\$263,369	\$271,270	\$279,408	\$287,790	\$296,424	\$305,317
15	Administrative Fee	145,000	Eliminate	0	0	0	0	0	0	0	0	0
16	Contract Services	26,080	Labor	26,862	27,876	28,776	29,783	30,825	31,904	33,021	34,176	35,373
17	Travel and Per Diem - Travel	500	Inflation	512	525	538	552	565	579	593	607	621
18	Telephone	2,400	Inflation	2,458	2,521	2,585	2,649	2,713	2,778	2,845	2,913	2,983
19	Freight and Postage Services - Postage	1,500	Inflation	1,536	1,576	1,615	1,656	1,695	1,736	1,778	1,820	1,864
20	Rentals	7,400	Inflation	7,578	7,775	7,969	8,168	8,364	8,565	8,771	8,981	9,197
21	Capital Leases	5,432	Constant	5,432	5,432	5,432	5,432	5,432	5,432	5,432	5,432	5,432
22	Utility Services - Recycling	0	Disposal	0	0	0	0	0	0	0	0	0
23	Insurance - ISF: Risk Management	26,514	Inflation	27,150	27,856	28,553	29,266	29,969	30,688	31,425	32,179	32,951
24	Repair and Maintenance Services - ISF: Fleet Maintenance	82,192	Repair	86,302	90,617	95,148	99,905	104,900	110,145	115,652	121,435	127,507
25	Repair and Maintenance Services - Parts and Supplies	89,200	Repair	93,660	98,343	103,260	108,423	113,844	119,537	125,513	131,789	138,378
26	Repair and Maintenance Services - Repairs and Maintenance	0	Repair	0	0	0	0	0	0	0	0	0
27	Printing and Binding	0	Inflation	0	0	0	0	0	0	0	0	0
28	Advertising	4,000	Inflation	4,096	4,202	4,308	4,415	4,521	4,630	4,741	4,855	4,971
29	Uniforms	4,400	Inflation	4,506	4,623	4,738	4,857	4,973	5,093	5,215	5,340	5,468
30	Office Supplies - Office Supplies	300	Inflation	307	315	323	331	339	347	356	364	373
31	Operating Supplies	4,200	Repair	4,410	4,631	4,862	5,105	5,360	5,628	5,910	6,205	6,516
32	Fuel	51,000	Inflation	52,224	53,582	54,921	56,294	57,645	59,029	60,446	61,896	63,382
33	Small Tools	2,500	Inflation	2,560	2,627	2,692	2,760	2,826	2,894	2,963	3,034	3,107
34	Containers	35,000	Inflation	35,840	45,000	46,125	47,278	48,413	49,575	50,765	51,983	53,230
35	Training	0	Inflation	0	0	0	0	0	0	0	0	0
36	Total Operating Expenses	\$721,618		\$596,452	\$625,678	\$647,543	\$670,244	\$693,656	\$717,967	\$743,213	\$769,434	\$796,670
Other Operating Uses:												
37	Indirect Cost Allocation - General Fund Expense	\$260,000	Labor	\$455,000	470,925	487,407	504,467	522,123	540,397	559,311	578,887	599,148
38	Total Other Nonoperating Uses - Proprietary Funds	\$260,000		\$455,000	\$470,925	\$487,407	\$504,467	\$522,123	\$540,397	\$559,311	\$578,887	\$599,148
39	Total Sanitation Fund	\$1,672,909		\$1,653,999	\$1,725,207	\$1,790,921	\$1,859,434	\$1,930,727	\$2,005,094	\$2,082,689	\$2,163,675	\$2,248,223
40	Total Adjusted Solid Waste Fund	\$1,672,909		\$1,653,999	\$1,725,207	\$1,790,921	\$1,859,434	\$1,930,727	\$2,005,094	\$2,082,689	\$2,163,675	\$2,248,223

**Presentation to
Town of Lake Park, Florida**



**SANITATION
UTILITY RATE STUDY**

Presented by:





Agenda

- Study Goals and Purpose
- Existing Operating Conditions
- Revenue Assumptions
- System Revenue Requirements
- Projected Rate Adjustments



Sanitation Utility Rate Study

- Purpose and Goals
 - Develop a five-year financial forecast through Fiscal Year 2025
 - Ensure adequate funding of operations and replacement of vehicles and equipment
 - Identify the need for rate adjustments during the study period



Existing Conditions – FY2020 Budget

System Revenues	\$1,760,900
System Operating Expenses	\$1,412,907 ^[1]
Debt Service	\$ 327,747
Transfer to General Fund	\$ <u>260,000</u>
Surplus/(Deficiency)	\$ (239,745) ^[1]

[1] Amount shown is net of depreciation expense and capital outlay.

[2] Amount funded from Cash Carry forward used to purchase two new garbage trucks.

- System is projected to have approximately \$0 in cash reserves as of September 30, 2020



Revenue Assumptions

- No new customer growth assumed
 - Approximately \$1,682,000 in net rate revenue after early payment discount and tax collector fees
 - Historical rate revenues have been fairly consistent
- Other revenues include miscellaneous charges and interest income



Projected Operating Expenses

- Operating expenses projected based on the revised Fiscal Year 2020 budget
 - FY2021 Includes \$403,496 transfer to the General Fund for Indirect Cost Allocation
 - Projected labor costs reflect proposed FY2021 personnel services costs and include a 3.5% annual increase in direct labor costs thereafter
 - Amounts reflect a 3% increase in disposal costs
 - Amounts do not include a contingency allowance
 - Expenses projected to increase approximately 4.0% per year on average



Escalation Factors

General Inflation
Average 2.5%

Labor
3.5%

Health Insurance
8.0%

Disposal Fees
3.0%

Fuel
2.5%

Repair
5.0%



Projected Capital Expenditures

- Capital Improvement Plan for Fiscal Years 2021-2025:
 - 2 Front End Loaders
 - 2 Clam Shells
 - 2 Automated Side Loaders
 - 1 Rear Loader
 - Carts
- Total capital funding of \$1,801,000 or annual average funding need of approximately \$360,000 per year

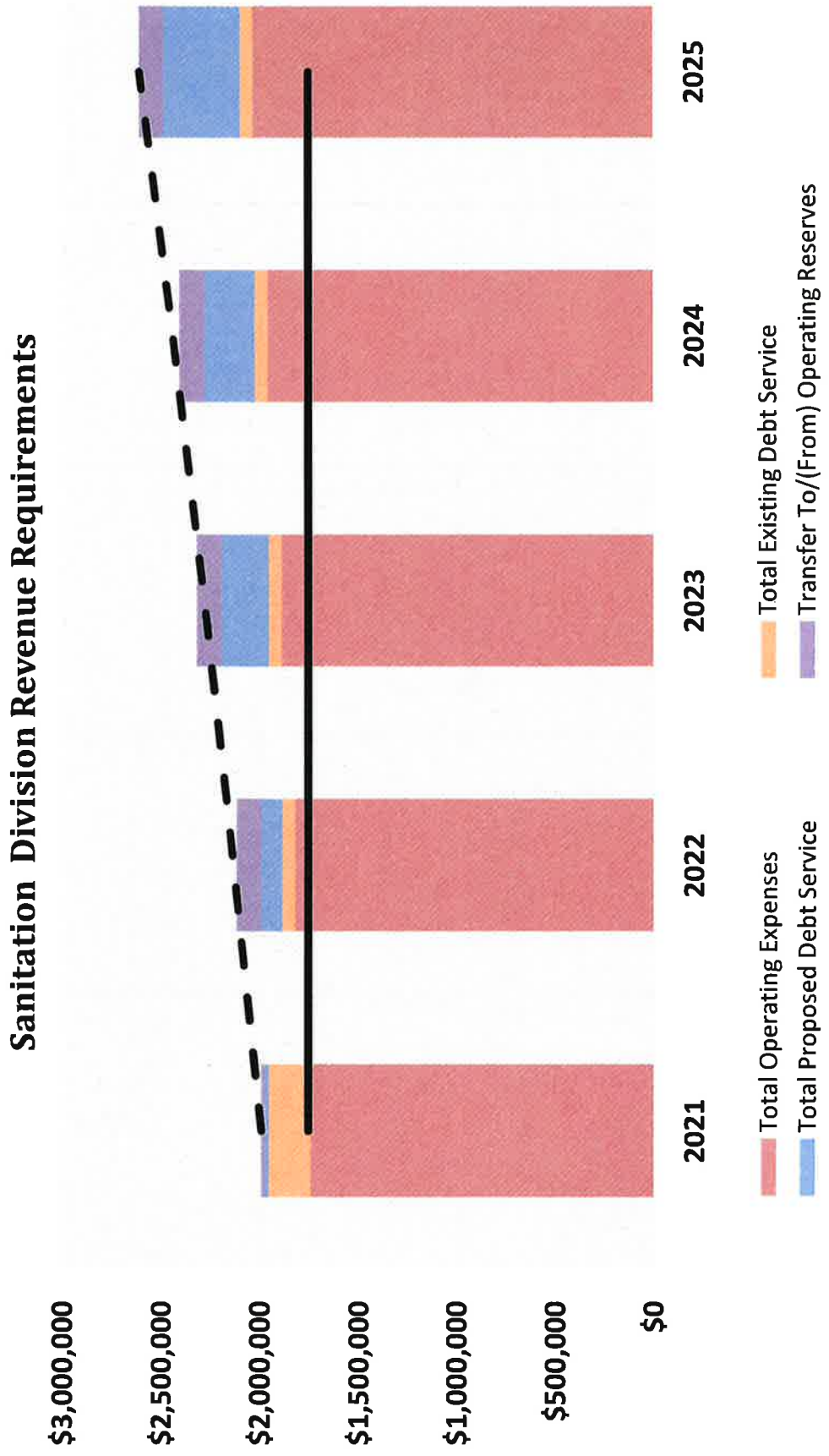


Reserve Fund Balances

- As of September 30, 2020, Sanitation Division is projected to have no cash reserves
- Study assumes a target reserve fund balance of ninety days of operating expenses or approximately \$500,000 by FY2025
- The proposed rates achieve the target balances over the Forecast Period



Projected Sanitation Division Revenue Requirements





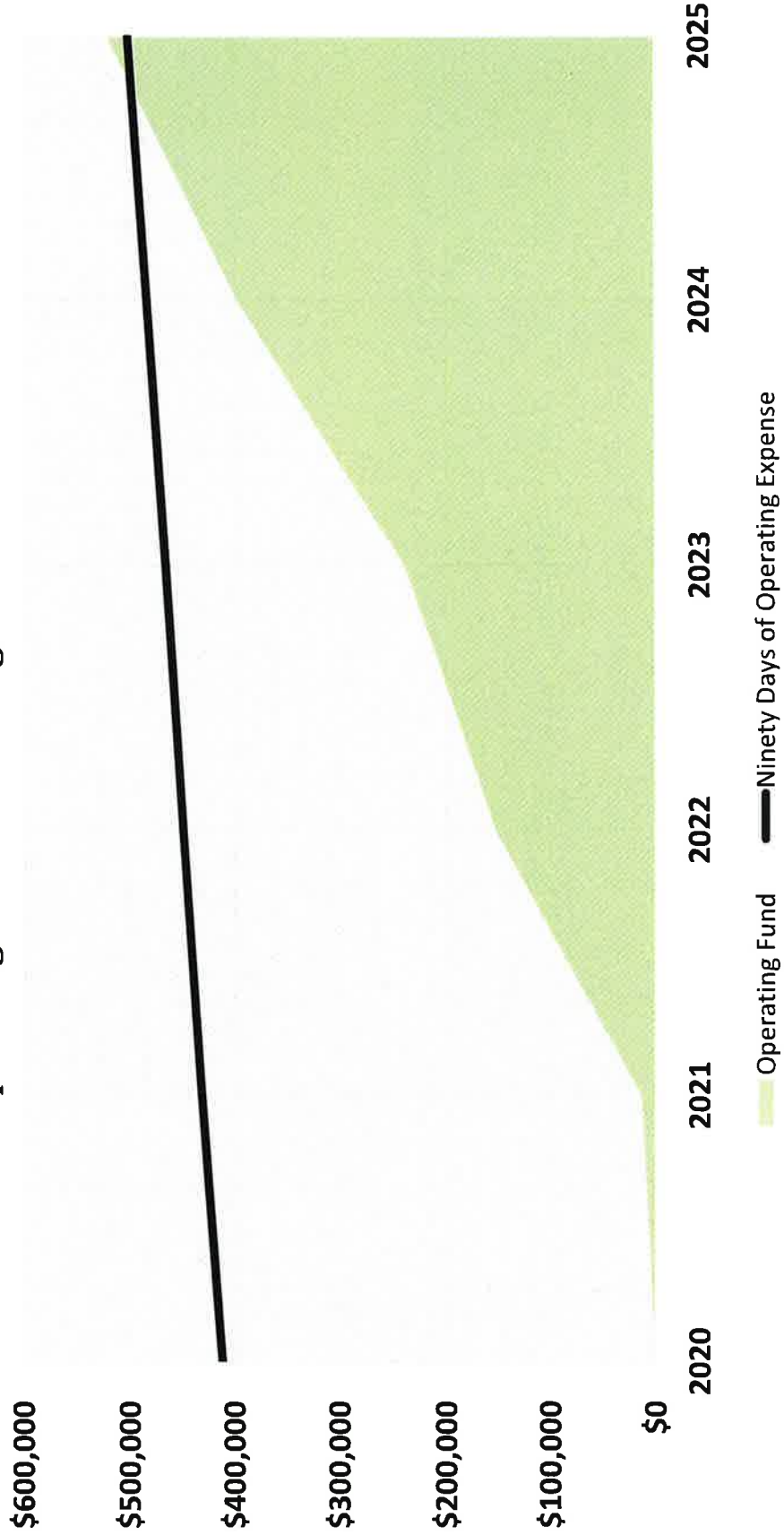
Projected Revenue Sufficiency

Projected Rate Adjustments		
Year	Percentage	Amount
2021	12.5%	\$210,275
2022	6.0%	\$113,549
2023	6.0%	\$120,361
2024	6.0%	\$127,583
2025	6.0%	\$135,238



Projected Operating Reserve Cash Balances

Operating Reserves Ending Cash Balance





Proposed Residential Rates

Service Type	Existing Rates	Proposed FY2021 Rates
Single-Family	\$215.49	\$242.43
Mobile Homes	\$215.49	\$242.43
Multi-Family <5 units	\$215.49	\$242.43
Multi-Family > 4 units	\$145.93	\$164.17



Existing Commercial Dumpster Rates (Collection and Disposal)

Existing Commercial Dumpster Rates					
Cubic Yards	Once/Week	Twice/Week	Three Times/Week	Four Times/Week	Five Times/Week
0.5	\$18.54	\$37.09	\$55.63	\$74.18	\$92.72
2.0	\$74.21	\$148.41	\$222.61	\$296.83	\$371.04
3.0	\$111.31	\$222.61	\$333.92	\$445.22	\$556.53
4.0	\$148.41	\$296.83	\$445.22	\$593.66	\$742.07
6.0	\$222.61	\$445.22	\$667.83	\$890.44	\$1,113.06
8.0	\$296.83	\$593.66	\$890.49	\$1,187.32	\$1,484.15



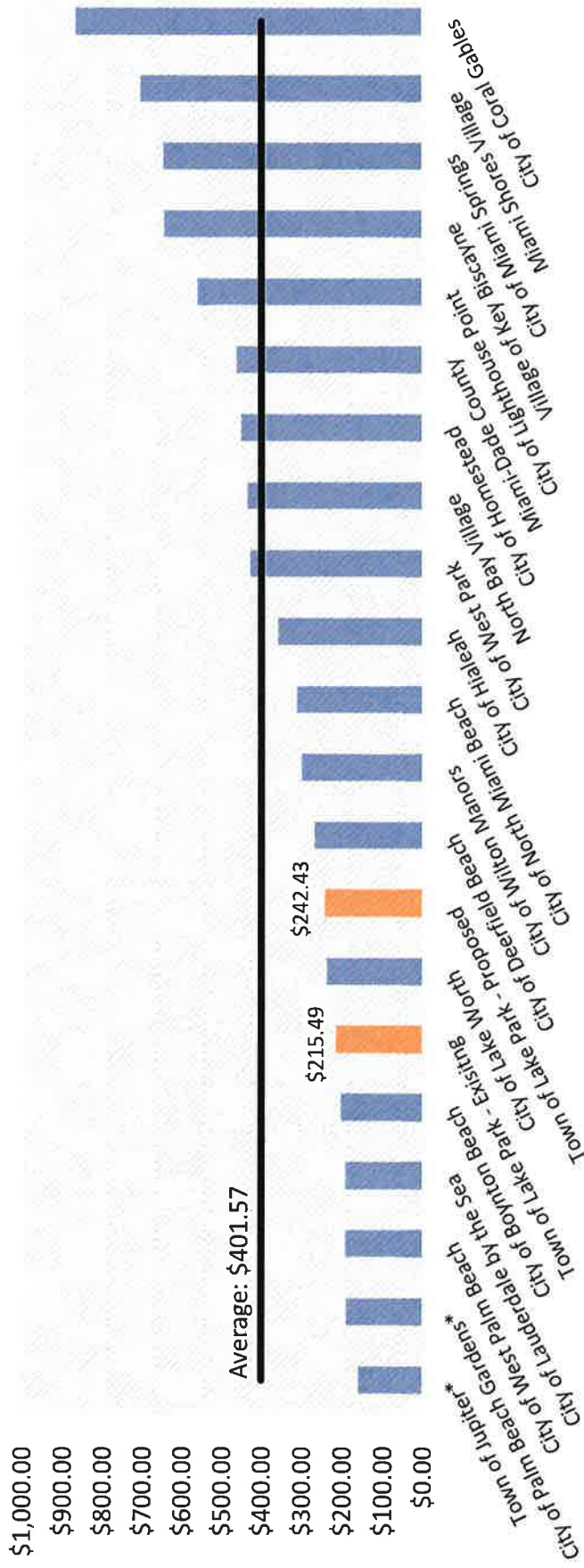
Proposed Commercial Dumpster Rates (Collection and Disposal)

Proposed Commercial Dumpster Rates					
Cubic Yards	Once/Week	Twice/Week	Three Times/Week	Four Times/Week	Five Times/Week
0.5	\$20.86	\$41.73	\$62.58	\$83.45	\$104.31
2.0	\$83.49	\$166.96	\$250.44	\$333.93	\$417.42
3.0	\$125.22	\$250.44	\$375.66	\$500.87	\$626.10
4.0	\$166.96	\$333.93	\$500.87	\$667.87	\$834.83
6.0	\$250.44	\$500.87	\$751.31	\$1,001.75	\$1,252.19
8.0	\$333.93	\$667.87	\$1,001.80	\$1,335.74	\$1,669.67



Rate Comparison

Annual Residential Bill



*Served by Private Hauler



Why Rates Differ

- Differences among rates may be due to:
 - Frequency of collection
 - Types of waste collected
 - Type of collection service (e.g., automated)
 - Disposal options and fees
 - Density of service area
 - Age of fleet and facilities
 - Fuel source



Recommendations and Conclusions

- Existing rates are not projected to be sufficient.
- The Town is recommended to adopt the proposed sanitation rates for Fiscal Year 2021.
- Property value enhancement due to collection and disposal of solid waste due to elimination of health hazards, promotion of cleanliness and safety, and aesthetics should exceed the overall cost of the assessments; therefore, the service represents a special benefit.
- Proportionality of the assessments upon benefitted properties, as previously established in Resolution No. 20-07-14 has been preserved.
- The Town should periodically review the adequacy of sanitation rates over the course of the study period to ensure revenue sufficiency in subsequent years.

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 1, 2020 **Agenda Item No.**

Agenda Title: Virtual Regular Commission Meeting Minutes of June 17, 2020.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* **Date:** 6-24-2020

Vivian Mendez, Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Meeting Minutes Exhibits A-B
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case. Please initial one.

Recommended Motion: To approve the June 17, 2020 Virtual Regular Commission Meeting Minutes.



**Minutes
Town of Lake Park, Florida
Virtual Regular Commission
Meeting Minutes
Wednesday, June 17, 2020, 7:44 PM
Via Zoom**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, June 17, 2020 at 7:44 p.m. Present were Mayor Michael O’Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, and Roger Michaud, Town Manager John O. D’Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and the pledge of allegiance was recited during the Commission Workshop earlier in the evening.

SPECIAL PRESENTATION/REPORT:

1. Recognition of Commissioner Michaud, Florida League of Cities.

Town Manager D’Agostino explained the Certificate of Completion provided to Commissioner Michaud.

PUBLIC COMMENT:

None

CONSENT AGENDA:

2. June 3, 2020 Regular Commission Meeting Minutes.

3. Resolution 44-06-20 Authorizing and Directing the Mayor to Execute an Agreement with the State of Florida, Division of Emergency Management for Grant Fund Associated with the Lake Shore Drive Drainage Project.

Motion: Commissioner Michaud moved to approve the consent agenda; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 5-0.

PUBLIC HEARING – ORDINANCE ON FIRST READING: None

PUBLIC HEARING – ORDINANCE ON SECOND READING: None

NEW BUSINESS:

4. Town-wide Budget Update.

Town Manager D'Agostino provided the Town-wide Budget update (see Exhibit "A"). Mayor O'Rourke asked if the Town would be financial sound at the end of this fiscal year. Town Manager D'Agostino explained that the Town should be fine this fiscal year. He explained that staff has been working on preparing the 2020/2021 Fiscal Year budget and would be presenting a balance budget to the Commission in July. Finance Director Cariseo explained that the State Revenue Sharing letter, provided by the State, stated that the month of May and June would be significantly lower. She also explained that the Town has a spending freeze and not filling the employee vacancies helps with keeping the Town okay this fiscal year.

PUBLIC COMMENT: None

FUTURE AGENDA SUGGESTIONS:

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino provided his comments (see Exhibit "B"). He requested a proclamation in support of Palm Beach County Sheriff's Office Sargent Burrows be presented in honor of his retirement. The Commission gave consensus.

Commissioner Linden had no comments.

Commissioner Michaud had no comments.

Commissioner Flaherty had no comments.

Vice-Mayor Glas-Castro congratulated Commissioner Michaud. She thanked staff for assisting with the Palm Beach County League of Cities Board Meeting, which went really well.

Mayor O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the Commission; the meeting adjourned at 9:18 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this _____ of _____, 2020



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 06/17/2020

Agenda Item No. -2020

Agenda Title: FISCAL YEAR 2019/2020 BUDGET UPDATES FOR ALL BUDGETS

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 6-11-2020

Lourdes Cariseo Finance Director [Signature]

Table with 3 columns: Originating Department (FINANCE), Costs (-0-Funding, Finance LCariseo), Attachments ("A" "B"), Advertised (Date, Paper, Not Required), and notification details.

Summary Explanation/Background:

The COVID 19 pandemic has forced the State of Florida to reduce monthly revenues sent to Local Governments, Counties and Agencies. The Town is facing budgetary short falls related to the State of Florida Revenue Projections.

One of the strategies the Town Manager has applied is a "purchasing freeze" on non-essential items. Ongoing initiatives implemented by the Finance Department are the attached additional monthly analysis of current year to prior year's revenues and expenditures by month.

Recommended Motion:

None needed.

"A"

General Fund (001)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 9,208,659	\$ 7,145,688	\$ 455,972	78.0%
Expenditures	\$ 9,208,659	\$ 6,595,641	\$ 697,444	82.0%

General Fund Revenue	Budget	YTD Actual	Current Month	YTD Percent
Ad Valorem	\$ 3,695,936	\$ 3,595,905	\$ 113,094	97.3%
Franchise Fees	\$ 632,000	\$ 274,934	\$ 37,481	43.5%
Utility Taxes	\$ 1,313,609	\$ 731,967	\$ 101,287	55.7%
Licenses & Permits	\$ 658,214	\$ 464,903	\$ 19,154	70.6%
Intergovernmental Revenue	\$ 1,084,302	\$ 633,021	\$ 82,786	58.4%
Internal Service Charges	\$ 342,000	\$ 228,000	\$ 28,500	66.7%
Charges for Services	\$ 41,700	\$ 13,864	\$ -	33.2%
Fines & Forfeitures	\$ 414,960	\$ 597,840	\$ 10,277	144.1%
Interest Earned / Other	\$ 294,484	\$ 139,047	\$ 5,118	47.2%
Contribution from Enterprise Operations	\$ 731,454	\$ 466,207	\$ 58,276	63.7%
Total	\$ 9,208,659	\$ 7,145,688	\$ 455,973	77.6%

General Fund Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Commission	\$ 123,798	\$ 63,565	\$ 4,047	51.3%
Town Manager	\$ 369,698	\$ 247,700	\$ 27,413	67.0%
Human Resources	\$ 219,686	\$ 146,103	\$ 18,594	66.5%
Town Clerk	\$ 300,718	\$ 136,732	\$ 14,758	45.5%
Legal	\$ 161,000	\$ 98,309	\$ 25,408	61.1%
Information Technology	\$ 237,529	\$ 180,232	\$ 18,785	75.9%
Finance	\$ 506,515	\$ 376,265	\$ 51,762	74.3%
Law Enforcement	\$ 3,136,251	\$ 2,368,160	\$ 320,480	75.5%
Disaster	\$ 1,000	\$ 15,306	\$ -	1530.6%
Public Works Administration	\$ 180,023	\$ 124,993	\$ 13,197	69.4%
PW Grounds Maintenance	\$ 418,946	\$ 272,448	\$ 23,663	65.0%
PW Facilities Maintenance	\$ 361,552	\$ 288,067	\$ 47,054	79.7%
PW Vehicle Maintenance	\$ 187,824	\$ 128,973	\$ 13,638	68.7%
Community Development	\$ 701,581	\$ 448,414	\$ 49,718	63.9%
Special Events	\$ 274,484	\$ 152,506	\$ 14,317	55.6%
Library	\$ 383,986	\$ 247,124	\$ 26,067	64.4%
Non-Departmental	\$ 1,644,068	\$ 1,300,744	\$ 28,543	79.1%
Total	\$ 9,208,659	\$ 6,595,641	\$ 697,444	71.6%

Includes

Encumbrances

CRA (110)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 1,206,307	\$ 1,208,031	\$ -	100.1%
Expenditures	\$ 1,206,307	\$ 596,650	\$ 60,581	49.5%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Ad Valorem	\$ 423,201	\$ 424,923	\$ -	100.4%
Transfer from General Fund	\$ 783,106	\$ 783,106	\$ -	100.0%
Other	\$ -	\$ 2	\$ -	0.0%
Total	\$ 1,206,307	\$ 1,208,031	\$ -	100.1%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 193,237	\$ 128,825	\$ 16,103	1
Operating Expenses	\$ 397,489	\$ 236,438	\$ 17,788	59.5%
Grants & Aids	\$ 354,770	\$ 57,513	\$ 4,956	16.2%
Debt Coverage	\$ 260,811	\$ 173,874	\$ 21,734	66.7%
Total	\$ 1,206,307	\$ 596,650	\$ 60,581	49.5%

Streets & Roads (190)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 418,041	\$ 243,340	\$ 53,636	58.2%
Expenditures	\$ 418,041	\$ 288,018	\$ 27,298	68.9%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Gas Taxes	\$ 281,658	\$ 149,721	\$ 22,805	53.2%
Revenue Sharing	\$ 81,666	\$ 38,397	\$ 4,609	47.0%
Other	\$ 54,717	\$ 55,222	\$ 26,222	100.9%
Total	\$ 418,041	\$ 243,340	\$ 53,636	58.2%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 160,464	\$ 105,051	\$ 12,120	65.5%
Operating Expenses	\$ 257,577	\$ 182,967	\$ 15,178	71.0%
Debt Coverage	\$ -	\$ -	\$ -	N/A
Total	\$ 418,041	\$ 288,018	\$ 27,298	68.9%

Marina (401)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 1,541,868	\$ 851,317	\$ 112,363	55.2%
Expenditures	\$ 1,541,868	\$ 725,464	\$ 70,371	47.1%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Rental & related	\$ 1,047,868	\$ 624,054	\$ 76,457	59.6%
Parking Fees	\$ 30,000	\$ 8,048	\$ 1,190	26.8%
Fuel Sales	\$ 464,000	\$ 219,215	\$ 34,716	47.2%
Total	\$ 1,541,868	\$ 851,317	\$ 112,363	55.2%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 413,282	\$ 163,374	\$ 15,226	39.5%
Operating Expenses	\$ 757,618	\$ 443,302	\$ 53,062	58.5%
Total Debt	\$ 345,968	\$ 102,122	\$ 102,122	29.5%
Debt Coverage	\$ 25,000	\$ 16,667	\$ 2,084	66.7%
Total	\$ 1,541,868	\$ 725,465	\$ 172,494	47.1%

Stormwater (402)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 953,918	\$ 891,427	\$ 26,182	93.4%
Expenditures	\$ 953,918	\$ 525,050	\$ 525,050	55.0%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Assessments	\$ 878,818	\$ 883,744	\$ 26,182	100.6%
DEP - Lake Shore Appropriations Grant	\$ 75,000	\$ 7,500	\$ -	10.0%
Interest	\$ 100	\$ 183	\$ -	183.0%
Total	\$ 953,918	\$ 891,427	\$ 26,182	93.4%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 277,492	\$ 165,869	\$ 19,934	59.8%
Operating Expenses	\$ 626,426	\$ 359,181	\$ 72,540	57.3%
Debt Coverage	\$ 50,000	\$ -	\$ -	0.0%
Total	\$ 953,918	\$ 525,050	\$ 92,474	55.0%

Sanitation (404)	Budget	YTD Actual	Current Month	YTD Percent
Revenue	\$ 2,026,713	\$ 1,450,565	\$ 91,914	71.6%
Expenditures	\$ 2,026,713	\$ 1,114,646	\$ 95,841	55.0%

Revenue	Budget	YTD Actual	Current Month	YTD Percent
Commercial	\$ 874,000	\$ 635,053	\$ 68,963	72.7%
Residential	\$ 805,000	\$ 765,649	\$ 22,621	95.1%
Other	\$ 347,713	\$ 49,863	\$ 330	14.3%
Total	\$ 2,026,713	\$ 1,450,565	\$ 91,914	71.6%

Expenditures	Budget	YTD Actual	Current Month	YTD Percent
Personal Services	\$ 692,791	\$ 364,053	\$ 47,238	52.5%
Operating Expenses	\$ 721,725	\$ 464,599	\$ 26,937	64.4%
Transfer to General Fund	\$ 260,000	\$ 173,333	\$ 21,666	66.7%
Debt Coverage	\$ 327,747	\$ 112,661	\$ -	34.4%
Total	\$ 2,002,263	\$ 1,114,646	\$ 95,841	55.7%

11 B"

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Utility Tax - Electric
 001-314.100

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
November	\$ 72,936	\$ 69,457	\$ 72,700	\$ 85,225	\$ 77,177	\$ 76,633	-0.70%	
December	\$ 58,824	\$ 66,144	\$ 64,035	\$ 74,337	\$ 74,373	\$ 69,875	-6.05%	
January	\$ 64,406	\$ 63,873	\$ 58,181	\$ 63,357	\$ 63,108	\$ 63,848	1.17%	
February	\$ 52,385	\$ 57,680	\$ 60,184	\$ 63,366	\$ 59,705	\$ 58,155	-2.60%	
March	\$ 49,589	\$ 54,381	\$ 54,323	\$ 55,217	\$ 52,549	\$ 53,547	1.90%	
April	\$ 52,959	\$ 50,748	\$ 56,841	\$ 61,107	\$ 56,217	\$ 53,219	-5.33%	
May	\$ 56,230	\$ 54,021	\$ 53,985	\$ 48,476	\$ 58,363	\$ 56,449	-3.28%	
June	\$ 59,369	\$ 60,548	\$ 63,729	\$ 61,216	\$ 66,614			\$ 65,080
July	\$ 66,691	\$ 64,706	\$ 71,650	\$ 65,870	\$ 67,120			\$ 65,675
August	\$ 70,048	\$ 69,883	\$ 74,638	\$ 73,011	\$ 76,281			\$ 74,530
September	\$ 148,051	\$ 160,443	\$ 151,331	\$ 148,702	\$ 152,748			\$ 149,240
Total	\$ 751,488	\$ 771,884	\$ 781,596	\$ 799,885	\$ 804,256	\$ 431,726		\$ 354,525
Percentage Increase/Decrease Year over Year		3%	1%	2%	1%			786251
Partial YTD % Inc/Dec - Thru May								
Anticipated YTD % Inc/Dec						-2.21%		-2.24%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Communications Service Tax

001-315.100

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
November	\$ 26,150	\$ 24,486	\$ 22,478	\$ 22,949	\$ 20,730	\$ 26,416	27.43%	
December	\$ 28,466	\$ 25,688	\$ 22,903	\$ 27,141	\$ 24,137	\$ 25,703	6.49%	
January	\$ 25,528	\$ 23,745	\$ 23,945	\$ 23,271	\$ 21,667	\$ 20,172	-6.90%	
February	\$ 26,773	\$ 25,493	\$ 22,895	\$ 23,436	\$ 21,424	\$ 23,182	8.20%	
March	\$ 26,339	\$ 23,880	\$ 20,308	\$ 23,499	\$ 22,002	\$ 23,787	8.11%	
April	\$ 26,819	\$ 24,935	\$ 21,841	\$ 21,357	\$ 22,194	\$ 21,110	-4.88%	
May	\$ 28,237	\$ 25,078	\$ 22,712	\$ 22,886	\$ 22,976	\$ 23,028	0.23%	
June	\$ 25,481	\$ 22,542	\$ 21,560	\$ 23,084	\$ 23,526			\$ 23,760
July	\$ 25,973	\$ 23,040	\$ 22,752	\$ 23,122	\$ 25,433			\$ 25,685
August	\$ 24,142	\$ 23,188	\$ 22,173	\$ 22,985	\$ 23,404			\$ 23,640
September	\$ 51,416	\$ 44,608	\$ 52,670	\$ 45,187	\$ 46,956			\$ 46,415
Total	\$ 315,322	\$ 286,682	\$ 276,237	\$ 278,915	\$ 274,449	\$ 163,398		\$ 119,500

Percentage Increase/Decrease
 Year over Year

-9% -4% 1% -2%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

5.33%

3.08%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Business Tax Receipts

001-316.100

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ 289,749	\$ 297,124	\$ 280,785	\$ 250,720	\$ 271,291	\$ 245,595	-9.47%	
November	\$ 3,852	\$ 11,859	\$ 3,216	\$ 6,340	\$ 4,188	\$ 4,489	7.19%	
December	\$ 2,424	\$ 4,501	\$ 4,009	\$ 3,416	\$ 3,260	\$ 21,651	564.23%	
January	\$ 7,288	\$ 5,596	\$ 8,240	\$ 15,672	\$ 1,748	\$ 6,831	290.81%	
February	\$ 5,859	\$ 4,555	\$ 5,414	\$ 4,360	\$ 4,859	\$ 3,474	-28.49%	
March	\$ 5,569	\$ (8,627)	\$ 21,950	\$ 12,440	\$ 15,688	\$ 6,556	-58.21%	
April	\$ 5,126	\$ 5,419	\$ 5,351	\$ 8,158	\$ 4,696	\$ 1,268	-73.01%	
May	\$ 1,606	\$ 7,923	\$ 2,320	\$ 3,757	\$ 2,981	\$ 934	-68.66%	
June	\$ 5,565	\$ 1,558	\$ 1,427	\$ 1,144	\$ 10,422			\$ 7,000
July	\$ 6,594	\$ 739	\$ 904	\$ 1,833	\$ 1,381			\$ 1,200
August	\$ 804	\$ 2,496	\$ 4,397	\$ 1,993	\$ 2,239			\$ 1,800
September	\$ 889	\$ 986	\$ 1,825	\$ 1,162	\$ 547			\$ 500
Total	\$ 335,325	\$ 334,129	\$ 339,839	\$ 310,996	\$ 323,299	\$ 290,798		\$ 10,500

Percentage Increase/Decrease
 Year over Year

4%

-8%

2%

0%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-5.80%

-6.81%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Franchise Fees - Electric
 001-323.100

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
December	\$ 50,528	\$ 50,607	\$ 46,608	\$ 53,202	\$ 54,532	\$ 53,426	-2.03%	
January	\$ 90,468	\$ 47,435	\$ 40,060	\$ 46,101	\$ 47,444	\$ 45,718	-3.64%	
February	\$ 40,337	\$ 43,463	\$ 39,777	\$ 43,805	\$ 40,390	\$ 38,152	-5.54%	
March	\$ 40,390	\$ 40,313	\$ 42,156	\$ 40,583	\$ 40,035	\$ 37,897	-5.34%	
April	\$ 35,928	\$ 33,757	\$ 36,532	\$ 40,298	\$ 36,769	\$ 34,099	-7.26%	
May	\$ 40,782	\$ 39,016	\$ 40,433	\$ 39,057	\$ 40,564	\$ 37,481	-7.60%	
June	\$ 47,330	\$ 40,404	\$ 43,641	\$ -	\$ 43,247	\$ -		\$ 41,000
July	\$ 49,385	\$ 43,492	\$ 50,495	\$ 88,025	\$ 49,218	\$ -		\$ 46,750
August	\$ 54,175	\$ 52,116	\$ 56,033	\$ 49,736	\$ 53,199	\$ -		\$ 50,500
September	\$ 115,408	\$ 170,361	\$ 179,304	\$ 167,833	\$ 167,530	\$ -		\$ 159,000
Total	\$ 564,731	\$ 560,963	\$ 575,040	\$ 568,640	\$ 572,928	\$ 246,772		\$ 297,250

Percentage Increase/Decrease
 Year over Year

-1% 3% -1% 1%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-4.99% -5.05%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

State Revenue Sharing

001-335.120

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ 19,493	\$ -	\$ -	\$ -	\$ -	\$ -		
November	\$ 19,493	\$ 19,964	\$ 20,958	\$ 20,958	\$ 21,299	\$ 22,022	3.39%	
December	\$ 19,493	\$ 19,964	\$ 20,958	\$ 20,958	\$ 21,299	\$ 22,022	3.39%	
January	\$ 19,493	\$ 19,964	\$ 20,958	\$ 20,958	\$ 21,299	\$ 22,022	3.39%	
February	\$ 19,493	\$ 19,964	\$ 20,958	\$ 20,958	\$ 21,299	\$ 22,022	3.39%	
March	\$ 19,493	\$ 19,964	\$ 20,958	\$ 20,958	\$ 21,299	\$ 22,022	3.39%	
April	\$ 19,493	\$ 19,898	\$ 20,958	\$ 20,958	\$ 21,299	\$ 22,022	3.39%	
May	\$ 19,493	\$ 19,898	\$ 20,958	\$ 20,958	\$ 21,299	\$ 17,985		\$ 9,000
June	\$ 19,493	\$ 19,898	\$ 20,958	\$ 20,958	\$ 21,299			\$ 9,000
July	\$ 19,964	\$ 20,958	\$ 20,958	\$ 21,299	\$ 22,022			\$ 15,000
August	\$ 22,827	\$ 20,958	\$ 25,661	\$ 27,834	\$ 33,246			\$ 34,000
September	\$ 39,928	\$ 41,917	\$ 41,915	\$ 42,598	\$ 44,045			
Total	\$ 258,153	\$ 243,344	\$ 256,194	\$ 259,391	\$ 269,707	\$ 150,119		\$ 67,000

Percentage Increase/Decrease
 Year over Year

-6% 5% 1% 4%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

0.69% -19.50%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Half Cent Sales Tax

001-335.180

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
November	\$ 49,558	\$ 52,252	\$ 53,600	\$ 50,195	\$ 53,709	\$ 54,266	1.04%	
December	\$ 51,654	\$ 53,512	\$ 52,318	\$ 57,128	\$ 58,185	\$ 58,815	1.08%	
January	\$ 55,038	\$ 56,637	\$ 56,485	\$ 60,515	\$ 59,710	\$ 61,242	2.57%	
February	\$ 64,758	\$ 67,289	\$ 68,958	\$ 71,095	\$ 71,760	\$ 73,623	2.60%	
March	\$ 54,769	\$ 56,012	\$ 57,250	\$ 60,240	\$ 60,645	\$ 62,575	3.18%	
April	\$ 56,984	\$ 58,498	\$ 57,489	\$ 59,129	\$ 59,200	\$ 60,624	2.41%	
May	\$ 61,624	\$ 63,859	\$ 63,478	\$ 66,166	\$ 66,836	\$ 51,262	-23.30%	
June	\$ 55,162	\$ 56,099	\$ 57,086	\$ 58,288	\$ 61,604	\$		\$ 30,000
July	\$ 52,863	\$ 53,101	\$ 55,093	\$ 55,805	\$ 58,131	\$		\$ 30,000
August	\$ 46,243	\$ 54,296	\$ 52,637	\$ 55,066	\$ 56,509	\$		\$ 45,000
September	\$ 101,911	\$ 102,083	\$ 103,499	\$ 105,863	\$ 106,038	\$		\$ 90,000
Total	\$ 650,565	\$ 673,639	\$ 677,894	\$ 699,489	\$ 712,327	\$ 422,407		\$ 195,000

Percentage Increase/Decrease

Year over Year

4%

1%

3%

2%

Partial YTD % Inc/Dec - Thru May

Anticipated YTD % Inc/Dec

-1.78%

-13.33%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Local Option Gas Tax

190-312.410

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
November	\$ 12,985	\$ 13,808	\$ 13,607	\$ 14,415	\$ 14,058	\$ 13,535	-3.72%	
December	\$ 14,459	\$ 14,333	\$ 15,066	\$ 14,532	\$ 11,225	\$ 14,621	30.25%	
January	\$ 13,156	\$ 13,746	\$ 14,347	\$ 14,363	\$ 18,656	\$ -	-100.00%	
February	\$ 14,178	\$ 14,254	\$ 15,621	\$ 15,431	\$ 15,972	\$ 30,342	89.97%	
March	\$ 14,567	\$ 13,298	\$ 15,464	\$ 14,513	\$ 15,258	\$ 13,577	-11.02%	
April	\$ 14,605	\$ 14,401	\$ 14,905	\$ 15,248	\$ 15,102	\$ 14,697	-2.68%	
May	\$ 15,632	\$ 16,460	\$ 18,015	\$ 18,393	\$ 16,448	\$ 15,559	-5.40%	
June	\$ 15,438	\$ 15,398	\$ 16,782	\$ 15,697	\$ 16,205	\$ -		\$ 8,000
July	\$ 15,142	\$ 17,758	\$ 15,979	\$ 15,385	\$ 15,836	\$ -		\$ 8,000
August	\$ 13,678	\$ 14,207	\$ 14,766	\$ 14,647	\$ 14,674	\$ -		\$ 12,000
September	\$ 27,724	\$ 28,259	\$ 29,202	\$ 29,456	\$ 30,952	\$ -		\$ 24,000
Total	\$ 171,564	\$ 175,923	\$ 183,754	\$ 182,082	\$ 184,386	\$ 102,331		\$ 52,000

Percentage Increase/Decrease
 Year over Year

3% 4% -1% 1%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-4.11%
 -16.30%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

**New Local Option Gas Tax
 190-312.420**

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
November	\$ 6,082	\$ 6,467	\$ 6,450	\$ 6,624	\$ 6,437	\$ 6,192	-3.79%	
December	\$ 6,818	\$ 6,699	\$ 7,366	\$ 6,742	\$ 4,966	\$ 6,617	33.25%	
January	\$ 6,378	\$ 6,904	\$ 6,714	\$ 6,605	\$ 8,772	\$ -	-100.00%	
February	\$ 6,623	\$ 6,285	\$ 7,095	\$ 7,211	\$ 7,950	\$ 14,089	77.23%	
March	\$ 7,064	\$ 6,418	\$ 7,480	\$ 7,046	\$ 7,475	\$ 6,522	-12.75%	
April	\$ 6,825	\$ 6,575	\$ 6,880	\$ 6,974	\$ 6,956	\$ 6,723	-3.35%	
May	\$ 7,065	\$ 7,396	\$ 8,223	\$ 8,582	\$ 7,236	\$ 7,245	0.13%	\$ 7,000
June	\$ 7,209	\$ 6,970	\$ 7,797	\$ 7,096	\$ 7,362	\$ -		\$ 6,930
July	\$ 7,001	\$ 8,320	\$ 7,420	\$ 6,926	\$ 7,302	\$ -		\$ 6,390
August	\$ 6,277	\$ 6,538	\$ 6,832	\$ 6,697	\$ 6,728	\$ -		\$ 13,635
September	\$ 12,987	\$ 13,261	\$ 13,585	\$ 13,775	\$ 14,355	\$ -		
Total	\$ 80,330	\$ 81,833	\$ 85,841	\$ 84,279	\$ 85,539	\$ 47,389		\$ 33,955

Percentage Increase/Decrease
 Year over Year

2% 5% -2% 1%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-4.82% -4.90%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

State Revenue Sharing (Fuel Tax)

190-335.122

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ 7,071	\$ -	\$ -	\$ -	\$ -	\$ -		
November	\$ 7,071	\$ 7,242	\$ 6,034	\$ 6,229	\$ 6,239	\$ 5,631	-9.74%	
December	\$ 7,071	\$ 7,242	\$ 6,034	\$ 6,229	\$ 6,239	\$ 5,631	-9.74%	
January	\$ 7,071	\$ 7,242	\$ 6,034	\$ 6,229	\$ 6,239	\$ 5,631	-9.74%	
February	\$ 7,072	\$ 7,242	\$ 6,034	\$ 6,229	\$ 6,239	\$ 5,631	-9.74%	
March	\$ 7,072	\$ 7,242	\$ 6,034	\$ 6,229	\$ 6,239	\$ 5,631	-9.74%	
April	\$ 7,072	\$ 7,242	\$ 6,034	\$ 6,229	\$ 6,239	\$ 5,631	-9.74%	
May	\$ 7,072	\$ 7,242	\$ 6,034	\$ 6,229	\$ 6,239	\$ 4,609	-26.12%	
June	\$ 7,072	\$ 7,242	\$ 6,034	\$ 6,229	\$ 6,239			\$ 2,500
July	\$ 7,242	\$ 6,474	\$ 6,229	\$ 6,239	\$ 5,637			\$ 2,500
August	\$ 8,281	\$ 6,004	\$ 7,626	\$ 8,191	\$ 8,443			\$ 4,000
September	\$ 14,485	\$ 12,008	\$ 12,457	\$ 12,478	\$ 11,263			\$ 6,000
Total	\$ 93,651	\$ 82,423	\$ 74,582	\$ 76,737	\$ 75,254	\$ 38,397		\$ 15,000

Percentage Increase/Decrease
 Year over Year

-12% -10% 3% -2%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-12.08% -29.04%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

PBC Discretionary Surtax
301-338.100

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October								
November				\$ 53,826	\$ 43,246	\$ 44,534	2.98%	
December				\$ 44,758	\$ 46,387	\$ 48,350	4.23%	
January				\$ 48,273	\$ 48,088	\$ 50,111	4.21%	
February				\$ 72,163	\$ 75,605	\$ 77,206	2.12%	
March				\$ 48,202	\$ 49,755	\$ 51,785	4.08%	
April				\$ 48,140	\$ 49,565	\$ 50,236	1.35%	
May				\$ 69,842	\$ 71,824	\$ 59,957	-16.52%	
June				\$ 46,844	\$ 49,571			\$ 37,100
July				\$ 43,551	\$ 47,220			\$ 35,500
August				\$ 60,060	\$ 60,917			\$ 60,000
September			\$ 389,411	\$ 99,142	\$ 59,813			\$ 45,000
Total	\$ -	\$ -	\$ 389,411	\$ 634,800	\$ 601,991	\$ 382,180		\$ 177,600

Percentage Increase/Decrease
 Year over Year

#DIV/0! #DIV/0! 63% -5%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-0.60%
 -7.01%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Wet Slips
401-347.512

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ 47,147	\$ 58,343	\$ 55,927	\$ 61,544	\$ 65,694	\$ 68,891	4.87%	
November	\$ 50,537	\$ 65,390	\$ 67,533	\$ 57,349	\$ 67,179	\$ 65,667	-2.25%	
December	\$ 56,086	\$ 72,872	\$ 67,065	\$ 63,880	\$ 69,396	\$ 74,285	7.04%	
January	\$ 59,041	\$ 71,873	\$ 90,047	\$ 65,370	\$ 75,607	\$ 66,611	-11.90%	
February	\$ 69,646	\$ 76,624	\$ 71,573	\$ 71,627	\$ 74,301	\$ 63,425	-14.64%	
March	\$ 66,089	\$ 70,831	\$ 76,631	\$ 69,727	\$ 77,518	\$ 67,285	-13.20%	
April	\$ 67,263	\$ 69,321	\$ 76,492	\$ 71,561	\$ 69,443	\$ 62,748	-9.64%	
May	\$ 61,390	\$ 64,482	\$ 67,712	\$ 60,342	\$ 63,303	\$ 64,450	1.81%	
June	\$ 65,741	\$ 58,497	\$ 61,995	\$ 61,650	\$ 70,256			\$ 63,500
July	\$ 61,159	\$ 57,492	\$ 59,352	\$ 58,435	\$ 71,714			\$ 64,500
August	\$ 52,971	\$ 55,555	\$ 57,550	\$ 59,813	\$ 63,027			\$ 56,725
September	\$ 62,076	\$ 61,612	\$ 67,437	\$ 59,954	\$ 63,676			\$ 57,300
Total	\$ 719,146	\$ 782,892	\$ 819,313	\$ 761,251	\$ 831,114	\$ 533,362		\$ 242,025

Percentage Increase/Decrease
 Year over Year

9% 5% -7% 9%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-5.17%
 -6.71%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Ramp, Parking and Storage Fees

401-347.610, 611, 612

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ 2,127	\$ 1,750	\$ 1,009	\$ 2,451	\$ 3,579	\$ 3,684	2.93%	
November	\$ 858	\$ 1,184	\$ 1,801	\$ 2,448	\$ 4,259	\$ 2,915	-31.56%	
December	\$ 1,816	\$ 1,814	\$ 3,570	\$ 3,470	\$ 4,984	\$ 4,005	-19.65%	
January	\$ 2,044	\$ 2,179	\$ 4,342	\$ 3,490	\$ 5,750	\$ 4,780	-16.87%	
February	\$ 1,126	\$ 1,217	\$ 3,815	\$ 5,171	\$ 6,666	\$ 3,468	-47.98%	
March	\$ 4,316	\$ 3,080	\$ 2,793	\$ 5,658	\$ 8,716	\$ 5,777	-33.71%	
April	\$ 5,973	\$ 4,108	\$ 6,824	\$ 7,730	\$ 8,050	\$ 1,210	-84.97%	
May	\$ 8,095	\$ 7,966	\$ 8,532	\$ 8,577	\$ 12,408	\$ 5,417	-56.34%	
June	\$ 9,887	\$ 10,734	\$ 16,847	\$ 25,702	\$ 21,546			\$ 11,500
July	\$ 9,046	\$ 10,854	\$ 10,930	\$ 22,612	\$ 13,321			\$ 6,500
August	\$ 5,682	\$ 5,033	\$ 7,297	\$ 12,285	\$ 7,995			\$ 4,000
September	\$ 3,289	\$ 3,444	\$ 3,109	\$ 4,219	\$ 2,888			\$ 1,500
Total	\$ 54,260	\$ 53,363	\$ 70,870	\$ 103,813	\$ 100,161	\$ 31,254		\$ 23,500

Percentage Increase/Decrease

Year over Year

-2%

33%

46%

-4%

Partial YTD % Inc/Dec - Thru May

Anticipated YTD % Inc/Dec

-42.56%

-45.33%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Gasoline Sales
401-369.200

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ 25,002	\$ 21,262	\$ 9,991	\$ 15,453	\$ 23,199	\$ 20,509	-11.60%	
November	\$ 10,940	\$ 17,277	\$ 15,212	\$ 20,832	\$ 22,965	\$ 28,167	22.66%	
December	\$ 21,573	\$ 19,529	\$ 14,609	\$ 26,791	\$ 22,599	\$ 15,598	-30.98%	
January	\$ 13,952	\$ 19,230	\$ 18,944	\$ 15,975	\$ 21,150	\$ 28,777	36.06%	
February	\$ 14,549	\$ 18,256	\$ 27,613	\$ 34,866	\$ 23,408	\$ 20,309	-13.24%	
March	\$ 24,749	\$ 23,542	\$ 26,343	\$ 27,898	\$ 43,724	\$ 27,843	-36.32%	
April	\$ 26,264	\$ 23,475	\$ 15,607	\$ 36,310	\$ 35,777	\$ 2,955	-91.74%	
May	\$ 38,055	\$ 35,040	\$ 37,146	\$ 18,483	\$ 35,428	\$ 28,270	-20.21%	
June	\$ 38,570	\$ 31,186	\$ 34,375	\$ 53,997	\$ 51,772			\$ 41,400
July	\$ 34,053	\$ 36,302	\$ 35,852	\$ 39,901	\$ 41,807			\$ 33,450
August	\$ 31,309	\$ 22,960	\$ 27,730	\$ 32,824	\$ 34,428			\$ 27,540
September	\$ 32,466	\$ 22,517	\$ 22,695	\$ 20,932	\$ 16,829			\$ 27,545
Total	\$ 311,482	\$ 290,576	\$ 286,115	\$ 344,262	\$ 373,085	\$ 172,428		\$ 129,935

Percentage Increase/Decrease
 Year over Year

-7% -2% 20% 8%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-24.46% -18.96%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

Diesel Sales
401-369.201

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ 12,414	\$ 8,601	\$ 8,177	\$ 6,215	\$ 4,954	\$ 10,732	116.63%	
November	\$ 12,603	\$ 9,347	\$ 12,727	\$ 11,844	\$ 25,080	\$ 5,886	-76.53%	
December	\$ 13,212	\$ 6,646	\$ 5,777	\$ 15,555	\$ 11,818	\$ 4,031	-65.89%	
January	\$ 17,217	\$ 11,117	\$ 10,404	\$ 6,101	\$ 10,694	\$ 3,067	-71.32%	
February	\$ 15,454	\$ 11,005	\$ 10,617	\$ 11,977	\$ 16,259	\$ 6,661	-59.03%	
March	\$ 18,129	\$ 14,515	\$ 9,440	\$ 19,547	\$ 13,409	\$ 8,918	-33.49%	
April	\$ 28,979	\$ 16,213	\$ 13,653	\$ 22,878	\$ 23,161	\$ 1,046	-95.49%	
May	\$ 15,367	\$ 27,425	\$ 15,140	\$ 11,437	\$ 18,942	\$ 6,446	-65.97%	
June	\$ 15,155	\$ 14,347	\$ 13,178	\$ 16,058	\$ 17,419			\$ 6,100
July	\$ 16,024	\$ 14,998	\$ 11,121	\$ 13,135	\$ 14,057			\$ 4,900
August	\$ 13,409	\$ 11,540	\$ 12,700	\$ 11,478	\$ 16,370			\$ 5,730
September	\$ 10,271	\$ 7,300	\$ 6,380	\$ 7,319	\$ 3,991			\$ 1,400
Total	\$ 188,233	\$ 153,054	\$ 129,312	\$ 153,544	\$ 176,153	\$ 46,787		\$ 18,130

Percentage Increase/Decrease
 Year over Year

-19% -16% 19% 15%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-62.37% -63.15%

Town of Lake Park
 Historical Non-Ad valorem Revenues
 FY 2014/15 - FY 2019/20

**Commercial User Fees - TLP
 404-343.420**

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY2019/20	% Inc/Dec Mo over Mo	Remainder FY19/20 Projected
October	\$ 63,085	\$ 67,383	\$ 69,642	\$ 66,362	\$ 64,384	\$ 71,658	11.30%	
November	\$ 62,102	\$ 69,466	\$ 67,263	\$ 65,784	\$ 74,695	\$ 72,096	-3.48%	
December	\$ (50)	\$ 65,973	\$ 67,445	\$ 65,240	\$ 81,315	\$ 72,562	-10.76%	
January	\$ 125,552	\$ 63,765	\$ 65,632	\$ 59,992	\$ 69,193	\$ 71,605	3.49%	
February	\$ 63,957	\$ 62,796	\$ 66,943	\$ 64,319	\$ 70,684	\$ 58,298	-17.52%	
March	\$ 62,493	\$ 62,993	\$ 63,679	\$ 72,567	\$ 71,192	\$ 70,389	-1.13%	
April	\$ 63,549	\$ 63,139	\$ 56,939	\$ 66,092	\$ 66,778	\$ 70,851	6.10%	
May	\$ 63,324	\$ 64,150	\$ 64,721	\$ 66,954	\$ 71,384	\$ 68,557	-3.96%	\$ 68,000
June	\$ 64,715	\$ 64,657	\$ 63,926	\$ 66,079	\$ 71,702	\$		\$ 83,000
July	\$ 62,750	\$ 64,711	\$ 63,780	\$ 65,354	\$ 87,402	\$		\$ 80,000
August	\$ 64,914	\$ 66,443	\$ 64,845	\$ 73,414	\$ 85,335	\$		\$ 69,700
September	\$ 67,540	\$ 67,174	\$ 92,854	\$ 56,762	\$ 73,372	\$		\$
Total	\$ 763,931	\$ 782,652	\$ 807,669	\$ 788,921	\$ 887,436	\$ 556,017		\$ 300,700

Percentage Increase/Decrease
 Year over Year

2% 3% -2% 12%

Partial YTD % Inc/Dec - Thru May
 Anticipated YTD % Inc/Dec

-2.39% -3.46%

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 1, 2020

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA SUPPORTING THE DEVELOPMENT OF A COMMERCIAL KITCHEN AND THE FILING OF AN APPLICATION FOR GRANT FUNDING TO THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON FIRST READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager

Date: 6-26-2020

John D'Agostino / Town Manager
Name/Title

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: \$ <u>N/A</u> at this point Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: → Resolution of Support 46-07-20 → CIDC Project Profile and Sample Public Notice used by the State
Advertised: Date: <u>N/A</u> Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> <u>X</u> Please initial one.

Summary Explanation/Background:

At the June 17 Town Commission meeting, the Commission was briefed in the Town Manager comments on Oceana Coffee's desire to make the Town their home. They are currently under contract to purchase 1301 10th Street and would like to completely redevelop this property to incorporate a restaurant, coffee shop, and small scale food

production commercial kitchen concept. This concept would accommodate various food entrepreneurs, in addition to the established Oceana Coffee onsite. In order to move forward with this type of redevelopment, an application for grant funding to the U.S. Department of Commerce, Economic Development Administration is being submitted (for assistance with this \$10 million project proposal), alongside the Community Initiatives Development Corporation (CIDC) who will provide the required matching funding. CIDC is a 501-C-3 nonprofit corporation chartered in the Commonwealth of Pennsylvania in 1992.

Its mission is to lessen the burdens of government and nonprofit organizations. The **U.S. Economic Development Administration (EDA)** is an **agency** in the **United States Department of Commerce** that provides grants and technical assistance to economically distressed communities in order to generate new employment, help retain existing jobs and stimulate industrial and commercial growth through a variety of investment programs.

Oceana Coffee is in need of a Resolution of Support from the Town to accompany this application. This Resolution does not commit the Town to providing any funds of our own, but as explained at the June 17, 2020 meeting, a request for CRA funding is likely forthcoming to the CRA as well. Since the Commission also serves as CRA Board Members, you may recall that Oceana Coffee also introduced themselves and their business at the March 4, 2020 CRA Board Meeting. Staff is very much in favor of continuing to work with Oceana Coffee to incorporate this concept in the the Northern/10th Street area given the significant economic stimulus it would provide. Staff is also working on code amendments to accommodate the 'small scale food production/commercial kitchen' use in this area as well given that this use would be a natural partner to the restaurant, coffee shop and other retail uses already in place, when proposed in conjunction with each other. These will be presented separately at future public hearings of the Town Commission sometime in August.

Project proposal details are also enclosed, along with a sample public notice that will be used by the State in the grant request. Since these are public records, the Town may be asked to provide this information to any interested parties and we are prepared to do so as well as an added outreach tool to help Oceana Coffee.

Recommended Motion: I move to APPROVE Resolution 46-07-20.

RESOLUTION 46-07-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA SUPPORTING THE DEVELOPMENT OF A COMMERCIAL KITCHEN AND THE FILING OF AN APPLICATION FOR GRANT FUNDING TO THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town of Lake Park works proactively to encourage economic development in all aspects of Town life, drawing upon our natural resources and encouraging the evolution of emerging businesses, industries, and technologies in order to provide sustainable, year-round, and well-compensated job opportunities to the citizens of the Town of Lake Park; and

WHEREAS, the Community Initiatives Development Corporation (“CIDC”), a 501(c)(3) non-profit corporation wishes to encourage entrepreneurship and economic revitalization by developing a facility comprising approximately 25,000 square feet for roasted coffee manufacturing operations and space for commercial kitchens including ancillary facilities on site, to be managed by Oceana Coffee Roasters (“Project”) at 1301 10th Street in the Town of Lake Park (“Project Site”); and

WHEREAS, the Town of Lake Park’s budgets have been devastated by the outbreak of COVID-19 and the Town wishes to assist the CIDC with the development of the Project; and

WHEREAS, the CIDC presently seeks funding for the redevelopment of the Project Site; and

WHEREAS, the U.S. Department of Commerce, Economic Development Administration (“US EDA”) has solicited applications for funding through its Public Works and Economic Adjustment Assistance program to assist with projects intended to address the injury of the current health emergency and resiliency to future, similarly damaging events; and

WHEREAS, the Town does not have the matching resources for a US EDA grant or the resources to construct the facility; and

WHEREAS, the CIDC is able to provide the matching funding for development of the Project should the US EDA award partial funding for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. All of the above recitals are incorporated herein by reference as if repeated at length; and

Section 2. The Commission of the Town of Lake Park supports the Project by the CIDC at the Project Site; and

Section 3. The Town of Lake Park, in order to alleviate the burden of the local government of the costs of this project, supports an application to the US EDA by the CIDC on behalf of the Town of Lake Park for funding to develop the Project; and

Section 4. Upon final adoption of this Resolution, the appropriate officers of the Town of Lake Park government, to wit, the Town Manager and Town Clerk, are hereby authorized and directed to provide this Resolution and the Town's letter of endorsement, signed by the Mayor, as well as to provide any available information requested by CIDC that will support the application to the US EDA for funding and development of the Project; and

Section 5. This Resolution is intended and shall be interpreted broadly to authorize the CIDC to assemble any and all appropriate documentation required by the US EDA, prepared by the Treasure Coast Regional Planning Council and Triad Associates and approved as to form by the Town Commission and submit the application to US EDA for funding in connection with the redevelopment of the subject parcel.

PROJECT PROPOSAL:

COMMERCIAL KITCHEN... A Growth Kitchen for Entrepreneurs

Location: 1301 10th Street, Lake Park, FL

Total estimated Cost: \$10 Million

Source of Funding: USED A CARES Act & Private-Non-Profit Community Initiatives Development Corporation

Impact: Estimated 200 Skilled Food Service and Beverage Jobs

The Town of Lake Park and Community Initiatives Development Corporation (CIDC) are seeking USED A funding per the provisions of the COVID-19/CARES Act for construction a Commercial Kitchen as described more fully herein. Accordingly, the Town of Lake Park and CIDC are presenting information for review and requesting a determination that this project is consistent with the Treasure Coast Regional Planning Council's Comprehensive Economic Development Strategy. The Council's determination of consistency with the regional CEDS plan will be essential in demonstrating not only local but regional support for Lake Park's project and enhance its opportunity for securing USED A/CARES funding.

Summary

The Community Initiatives Development Corporation (CIDC), a 501(c)(3) non-profit corporation, working on behalf of the Town of Lake Park in collaboration with the County of Palm Beach, O3 Asset Management LLC, is applying for US Department of Commerce, Economic Development Administration (US EDA) funding to construct a 25,000 square foot Commercial Kitchen located at 1301 10th Street in Lake Park. In addition, there will be approximately twenty-five, 400 square foot commercial kitchen spaces available for rent along with ancillary facilities on-site. The "missing link" in the food service industry is a safe and affordable place for budding restaurateurs and artisan food makers to develop their enterprises and grow into self-sustaining businesses. CIDC proposes to create a multi-faceted facility in the Town of Lake Park to support the development of restaurant, food and beverage entrepreneurs. The CIDC will seek to attract a major tenant for the facility to establish operations and provide management services for the overall commercial kitchen operation. Among the current prospects expressing interest in the commercial kitchen is Oceana Logistics. The commercial kitchen will result in an estimated 200 new job opportunities in the food service and beverage industry.

Commercial Kitchens and Cold Storage

The commercial kitchens will provide production space for businesses from various food service sectors, including ghost kitchens, grocery preparation services, and co-packing services. The Commercial Kitchen will also include a large cold-storage facility and areas for product packing equipment which will also be available for existing tenants and for both short- and long-term rental contracts. This project will:

- Promote entrepreneurship among employees who transition from employee to employer;
- Create job opportunities by offering education, training, and capacity building in all aspects of culinary arts and beverage services, including preparation, production, distribution, sales and management; and
- Increase focus on impacts of COVID-related business closures, specifically job loss, by providing employment opportunity options and new job skills.

Distress in the Region

US EDA application guidelines provide that the distress criteria can be based on the relative needs of the region in which the project will be located. Reflecting on the fact that the County considers this an important regional project and that USEDA permits applicants to define the “region”, the Town of Lake Park has identified the four census tracts (11.01, 13.01, 13.02, and 14.04) as the immediate area, but asks that the Planning Council consider this project as one that has far-reaching impacts on the entire County and Treasure Coast Region as a whole.

This series of identified census tracts are among the most economically distressed areas in the Treasure Coast Region. The four US Census tracts that make up the area have an unemployment rate of 9.0%, which is more than 1.5 times the national rate and almost triple that of neighboring Census Tracts to the north. The Per Capita Median Income of this target region is below \$17,000 which is 51% of the national average and nearly half of that of neighboring areas. These statistics are based on the *2018 American Community Survey Estimates* and have certainly increased dramatically with the onset of the COVID-19 Emergency.

COVID-19 Impacts

The *2018 American Community Survey Estimates* show a 5.5% unemployment rate in the Town of Lake Park as a whole. While local unemployment statistics are not available, the *2018 ACS Estimates* lists the unemployment rate of the County of Palm Beach at 3.8% unemployment, while as of April, 2020, the unemployment rate for the County skyrocketed to an unprecedented 13.9%, according to the monthly report released by CareerSource Palm Beach County and the Florida Department of Economic Opportunity. The Town of Lake Park has felt impacts similar to that of the County. Further, the Accommodations and Food sector represent nearly 25% of total unemployment claims of 117,943 (as of May 30, 2020) in the County. These data points clearly demonstrate that not only is Lake Park in need of assistance to address this economic injury, but the Accommodations and Food sector is particularly impacted and is in need of immediate intervention.

The significant job loss and consequential hardships associated with loss of income for those in the lowest income spectrum with the jobs most at-risk is particularly impactful among the Town’s lower income population which are most affected by the business closures and failures.

Funding

The US EDA has released a notice of funding opportunity (NOFO) announcing a program designed to address economic injury due to the COVID-19 Emergency. This program aims to provide Economic Adjustment Assistance (EAA) to public and private ventures that will positively impact the economic injury caused by the outbreak. This funding is designed to help plan and implement economic recovery strategies in response to the pandemic, especially in areas that have been severely impacted. The CIDC estimates the total cost of the project at \$10M. They will make application to the US EDA for \$5M, while the remaining \$5M will be funded through 501(c)(3) bonds issued by the CIDC itself.

With USEDA’s “investment” in this project, the Town of Lake Park and Palm Beach County will catalyze public-private partnerships and attract significant private investment which will create jobs and foster economic resiliency and prosperity.

Comprehensive Economic Development Strategy – Action Plan

The application for the US EDA's EAA Grant Program includes a requirement to demonstrate that the project is consistent with the CEDS plan for the area in which the project is located. This project aligns with multiple objectives listed in the CEDS Action Plan, including:

Objective 2: Innovation & Economic Development

Action 2: This project is directly related to the development of the restaurant and food service capabilities in the region. With the creation of these commercial kitchen spaces, entrepreneurs will be able to advance from production in a home kitchen without the substantial operational costs of a full-fledged restaurant or production facility. The advantages associated with shared physical spaces, including dry and cold storage spaces, give a unique financial advantage to burgeoning businesses in the food service space.

Action 3: Oceana Logistics, a major tenant, has shown strong interest in locating their Oceana Coffee Roasters, commercial-space management company, and several other subsidiaries within the commercial kitchen facility. Oceana Coffee Roasters was established in 2009 in Florida and roasts single origin coffees from all over the world. They have 2 locations in Palm Beach County and ship both within the region and throughout the United States and Canada.

Action 4: While there are no direct partnerships with local colleges and universities *at this time*, partnerships will be welcome especially with regard to education and training programs in the various food and beverage preparation, production, packaging/distribution components and will contribute to the success of the project as a whole.

Objective 4: Business Climate and Competitiveness

Action 3: This project supports ongoing collaboration between the County of Palm Beach, the Town of Lake Park, and the CIDC, which will create opportunities to attract various commercial kitchen tenants seeking specialized space in the food and beverage sector. The relationship between these public and private organizations is one that addresses not only economic revitalization in the region, but also encourages future generations of local entrepreneurs who will participate in and positively impact the regional economy.

Objective 7: Economic Resiliency

Action 1: The proposed project aims to help further develop the food service industry while simultaneously introducing innovation into the sector. The variety brought to bear with these business sectors further reinforces resiliency and preparedness in the future.

Action 9: Creating a space where entrepreneurs can manufacture their products or anchor their services with minimal operational overhead leads to a business environment that is minimally impacted by interruptions in a setting which conforms to FDA/ISO Standards and is cost competitive. By introducing this business model into the local marketplace, this opportunity provides a place where businesses can continue production while not being subject to the various negative impacts that are a concern in major interruptions. In fact, this project creates the infrastructure needed to enable the Town to respond to the impacts following a disaster or other major event (such as COVID) by having food and beverage resource capability to support local food banks and similar support facilities.

SAMPLE PUBLIC NOTICE USED BY THE STATE

Publish this notice in the daily newspaper with the greatest local circulation for three (3) consecutive issues. Provide an affidavit of publication to EDA upon publication.

PUBLIC NOTICE

The U.S. Department of Commerce, Economic Development Administration (EDA) is considering a request for Federal assistance from the Community Initiatives Development Corporation to fund the construction of a Commercial Kitchen Facility. Pursuant to the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA), EDA is conducting an assessment of the potential of the proposed project to affect the environment and/or historic properties.

The project is for the construction of an approximately 25,000 square foot Commercial Kitchen Facility. The project will be located at 1301 10th Street, Lake Park, FL 33403. Project information is available for review at [insert address(es) here].

If you have any information regarding potential impacts environmental resources or historic properties associated with this proposed project, please provide it in writing to:

Regional Environmental Officer
US Department of Commerce
Economic Development Administration
Atlanta Regional Office
West Peachtree Street, NW
Suite 1820
Atlanta, GA 30308-3510

Comments received in the EDA Regional Office by 5:00 pm eastern on insert date 15 days after the third day of publication of this notice. If the newspaper is not a daily, please contact the Regional Environmental Officer prior to publication to determine the deadline for comments will be considered. A copy of the NEPA/NHPA decisional document will be available upon request at the above EDA Regional Office.

Ordinance on First Reading

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **July 1, 2020** Agenda Item No. _____

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING EIGHT PROPERTIES LOCATED ON THE EAST SIDE OF PROSPERITY FARMS ROAD, LEGALLY DESCRIBED IN EXHIBIT "A", AND SHOWN IN FIGURE 1 FROM R-3 RESIDENCE TO C-1B NEIGHBORHOOD COMMERCIAL AND AMENDING THE OFFICIAL ZONING MAP TO REFLECT THE REZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 1st READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* Date: 6-24-2020

Nadia Di Tommaso
Community Development Director

Karen Golonka (Planner) for Nadia Di Tommaso (Community Development Director)

Originating Department: Community Development	Costs: \$ Legal Review and Legal Ad Funding Source: Acct. # 108 & #500-34910 <input type="checkbox"/> Finance <i>[Signature]</i>	Attachments: <ul style="list-style-type: none"> • Staff Report • Ordinance • Legal Notice • Certified Letter
Advertised: Date: <u>6/21/20</u> Paper: <u>Palm Beach Post</u> <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on the agenda.	Yes I have notified everyone <u>KJG</u> or Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

This is a staff initiated application to rezone eight (8) parcels located along the east side of Prosperity Farms Road, from the R-3 Residence District to the newly developed C-1B Neighborhood Commercial

District. The rezoning will bring the properties into conformance with their adopted Comprehensive Plan Land Use designation of Commercial, which is a statutory requirement.

The C-1B District was specifically developed in response to concerns that the Town did not have a viable “neighborhood scale” commercial district to apply to this subject area, and others, where intense commercial might negatively impact nearby residences. The District was adopted by The Town Commission by Ordinance 12-2019, on November 20, 2019. The new regulations are contained in exhibit #4.

Total land area for all parcels is 2.367 acres, with seven (7) lots already developed and one (1) lot remaining vacant.

Rezoning to the new C-1B District will provide advantages to both the properties that will be rezoned AND the residential homes that abut to the east.

The C-1B District allows for a greater variety of uses than the current R-3 zoning, such as personal services and retail shops. The uses should make it easier for current owners to lease their properties or sell, thus helping the Lake Park economy. The existing uses, primarily office, which have not been a problem to the residences, are permitted uses and can continue.

For the adjacent residences, noise impacts will be mitigated by the district requirement that restricts hours of business operation to 6 am through 11 pm. The allowable uses must also be located within an enclosed building, and no outdoor storage is permitted. The C-1B district also affords greater protection, should the properties redevelop in the future. This includes requiring greater setbacks than the current regulations do, for lots adjacent to the homes, and limiting maximum lot size.

The Planning and Zoning Board considered the application at a March 2, 2020 public hearing and unanimously recommended approval to the Town Commission. No public comments were received at the meeting.

RECOMMENDED MOTION: I MOVE TO APPROVE THE REZONING ORDINANCE 6 -2020.



REQUEST: TOWN INITIATED REQUEST TO REZONE EIGHT (8) PARCELS, LOCATED ALONG THE EAST SIDE OF PROSPERITY FARMS ROAD, FROM THE R-3 RESIDENCE DISTRICT TO THE NEWLY DEVELOPED C-1B NEIGHBORHOOD BUSINESS DISTRICT.

DESCRIPTION

Total land area for all parcels is 2.367 acres, with seven (7) lots already developed and one (1) lot remaining vacant. This is a staff initiated application to rezone eight (8) parcels located along the east side of Prosperity Farms Road, from the R-3 Residence District to the newly developed C-1B Neighborhood Commercial District. The rezoning will bring the properties into conformance with their adopted comprehensive plan land use designation of commercial, which is a statutory requirement.

Rezoning to the C-1B District will allow greater flexibility of uses for the properties, and at the same time afford greater protection to the adjacent single family homes through stricter regulations for of hours of operation and outdoor use, as well as limiting the size and ontensity of commercial uses. The District was adopted by The Town Commission by Ordinance 12-2019, on November 20, 2019. The new regulations are contained in exhibit #4 of this report.

PLANNING AND ZONING BOARD RECOMMENDATION:

The Board considered the rezoning at a March 2, 2020 public hearing and **unanimously recommended approval** to the Town Commission to rezone the eight parcels along the east side of Prosperity Farms Road from R-3 to C-1b Neighborhood Commercial

RECOMMENDATION TO THE TOWN COMMISSION:

APPROVAL OF THE ORDINANCE REZONING THE 8 PARCELS, FROM R-3 TO C-1B

BACKGROUND INFORMATION:

Applicant(s): Town of Lake Park

Parcel Information

Owner: See Exhibit 5

Address : 1509, 1511,1525,1535,1541,1547, and 1605 Prosperity Farms Rd., plus one vacant parcel mid-block

Lot Sizes: See Exhibit 5

Parcel Control Numbers: See Exhibit 5 for parcel control numbers for each parcel

Existing Zoning : R-3 Multiple Family District
Proposed Zoning C-1B Neighborhood Business District

Existing Land Use: Commercial
Current existing uses: Primarily office buildings

Adjacent Zoning

North: C-1 Business/Northlake Boulevard Overlay Zone(NBOZ)

South: C-1 Business

East: R-1 Residence District

West: C-1 Business

Adjacent Land Uses

North: Commercial

South: Commercial

East: Single Family Residential

West: Commercial

Legal Advertising

A legal display ad was published in the Palm Beach Post on June 21, 2020 in accordance with Town code, certified notices were also mailed to the property owners whose property is the subject of the rezoning.

Background Information

Last August 2019, Community Development Staff brought forward a Town-initiated request to rezone the eight parcels along Prosperity Farms Road from R-3 Residence to the separate (existing) C-1 Business District classification, consistent with the assigned Future Land Use of Commercial.

The Planning and Zoning Board expressed concerns regarding potential impacts of some of the intense uses that were permitted in the C-1 District and took no action on the request. Instead, the Board asked staff to look into creating a new commercial district that would be less intense and more compatible with the adjacent residential homes to the east. Thus, **the C-1B Neighborhood Commercial District was developed and subsequently recommended for approval by the Planning and Zoning Board at their October 7, 2019 meeting. The C-1B District was adopted by the Town Commission on November 20, 2019 by Ordinance No. 12-2019.** It was adopted with the intent of applying the new district to this area along Prosperity Farms Road. The new C-1B regulations are included as Exhibit 4 in this report.

This new C-1B District, which would allow for small scale, neighborhood type commercial uses that would have minimal impacts on adjoining residential areas, is now proposed to be applied to the eight parcels along the east side of Prosperity Farms Road. Once adopted, this will render the complete zoning district in compliance with the existing future land use designation of Commercial.

VIEW OF SOME OF THE PROPERTIES CONSIDERED FOR REZONING- EXISTING OFFICE USES. SINGLE FAMILY HOMES SHOWN TO THE EAST



EXHIBIT 1

LOCATION MAP OF THE EIGHT (8) PROPERTIES TO BE REZONED



Note: Exhibits 2 through 5 are located following the Analysis section. Exhibits 2 and 3, are maps of the current the zoning and land use, respectively. Exhibit 4 identifies the uses permitted in the existing and proposed zoning districts. Exhibit 5 contains ownership and parcel information

ANALYSIS

1. CONSISTENCY WITH STATE STATUTE

The proposed rezoning is consistent with State Statute.

Florida Statute 163.3194 (1) (b) requires that "All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent."

These eight (8) lots need to be brought into conformance with the Comprehensive Plan land use designation, as required by the above statute. The rezoning to a commercial district had always been intended, but had not occurred. Further, these are also the only remaining parcels in the R-3 District in the Town.

2. CONSISTENCY WITH THE COMPREHENSIVE PLAN

A) The proposed rezoning is consistent with Policy 1.1 of the Future Land Use Element of the Town's Comprehensive Plan, which reads (in part):

Policy 1.1: Land Development Regulations shall be amended as necessary to contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:

b. Regulate the use and intensity of land development consistent with this element to ensure the compatibility of adjacent land uses.

k. Eliminate and/or reduce use of land inconsistent with the Future Land Use Map and the community's character.

Rezoning the subject parcels from R-3 Residence District to C-1B Neighborhood Business District would bring them into conformance with their adopted Future Land Use designation of Commercial, as shown on the Future Land Use Map of the Town's Comprehensive Plan. (see Exhibit 3)

Despite having a residential designation, there are no dwelling units on the parcels. There is a mix of one story commercial and office uses. Thus, these existing uses are consistent with the Comprehensive Plan's definition of commercial which reads:

Commercial – Lands and structures devoted primarily to the delivery, sale or otherwise transfer of goods or services on a retail basis, with a maximum F.A.R. of 2.0. This category also includes personal and professional services. Public schools are a permitted use within this land use designation.

B) The proposed rezoning is consistent with Policy 1.5 of the Future Land Use Element of the Town's Comprehensive Plan which reads:

Policy 1.5 The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development and adopted Level of Service Standards.

The inconsistency between the zoning and land use has become problematic, as properties are sold and new uses are requested. The limited commercial uses allowed in R-3 often make it difficult for owners to find tenants. Thus, some buildings are vacant and non-productive. While, by State Statute, the underlying Land Use of commercial prevails, without a specific commercial zoning district to implement the designation, there is uncertainty as to which zoning development standards to apply for certain uses (and so on). The rezoning will resolve this problem and hopefully enable the occupancy of vacant buildings and an improved tax base from this area if it is more productive.

The C-1B district only allows small-scale development and low intensity commercial uses. Therefore, any redevelopment of existing parcels is not anticipated to impact Level of Service Standards, or create any nuisances to adjacent residential properties.

C) The proposed rezoning is consistent with Objective 5 of the Future Land Use Element of the Town's Comprehensive Plan, which reads:

Objective 5. As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.

Rezoning to C-1B will provide for redevelopment compatible with the existing residential neighborhood to the east, as the district was specifically developed for this purpose.

Last August 2019, staff brought forward a request to rezone the properties to the C-1 Business District. However, the Planning and Zoning Board expressed concerns regarding potential impacts of some of the intense uses that were permitted in that district. Thus, the C-1B Neighborhood Commercial District was developed and subsequently adopted, to allow small scale, neighborhood type commercial uses that would have minimal impacts on adjoining residential areas. The C-1B Neighborhood District zoning would also be compatible and consistent with the surrounding C-1 commercial district, which is located across the street (to the west) from the subject parcels (see Exhibit 2).

CONCLUSION: REZONING TO THE NEW C-1B DISTRICT WILL PROVIDE ADVANTAGES TO BOTH THE PROPERTIES THAT WILL BE REZONED AND THE RESIDENTIAL HOMES THAT ABUT TO THE EAST.

The C-1B District allows for a greater variety of uses than the current R-3 zoning, such as personal services and retail shops. The uses should make it easier for current owners to lease their properties or sell, thus helping the Lake Park economy. (See Exhibit 4 for a list of all permitted uses) The existing uses, primarily office, which have not been a problem to the residences, are permitted uses and can continue.

There are no existing (and legal) permitted uses that will be impacted by the rezoning. The increased rear setback will cause only one lot to go from conforming to non-conforming. (Another lot, at 1605 Prosperity Farms Road is already nonconforming, with a .5 foot rear setback.)

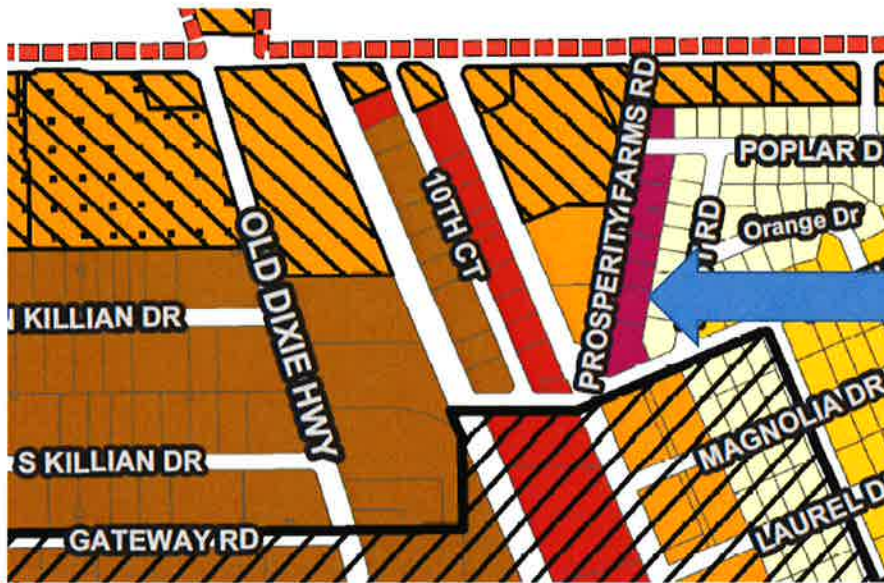
For the adjacent residences, noise impacts will be mitigated by the district requirement that restricts hours of business operation to 6 am through 11 pm. The allowable uses must also be located within an enclosed building, and no outdoor storage is permitted.

The C-1B district also affords greater protection, should the properties redevelop in the future. The building setbacks for structures abutting the residential district have been increased from seven (7) feet to fifteen (15) feet. Intensity of redevelopment will be limited by the maximum lot size that has been established.

STAFF RECOMMENDATION: APPROVAL.

EXHIBIT 2

TOWN OF LAKE PARK ZONING MAP: Existing Zoning of Parcels R-3



Properties
in purple
(Prosperity
Farms Road)

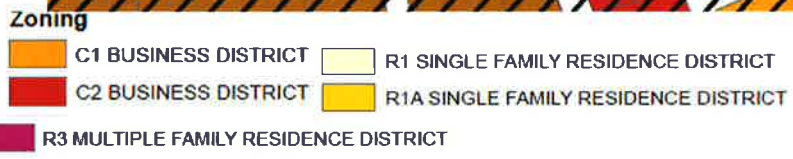


EXHIBIT 3

TOWN OF LAKE PARK FUTURE LAND USE MAP



Showing Commercial
Future Land Use Designation
for Prosperity Farms
properties



EXHIBIT 4

ZONING DISTRICT REGULATIONS: C1B and R-3

Proposed rezoning to: C-1B Neighborhood Commercial District

Section 78-69 C-1B Neighborhood Commercial District

Purpose. To allow small scale commercial uses that serve the immediate residential districts and which have minimal adverse impacts on adjacent residential districts. It is intended that the uses shall be primarily pedestrian oriented and scaled accordingly.

(1) Permitted uses:

- a. Animal grooming establishments;
- b. Bakeries, the products of which are sold but are not produced on site;
- c. Personal Services such as barbershops, beauty shops, nail salons, estheticians, and beauty spas. Massage and tattoo parlors or studios shall not be permitted as primary uses.
- d. Offices – business and professional;
- e. Retail Shops;
- f. Instructional studios, including but not limited to tutoring, yoga, exercise, painting, photography, voice, martial arts and other similar instructional studio uses which are deemed appropriate by the Community Development Director.
- g. Banks;
- h. Medical or Dental clinics or offices, or lab;
- i. Repair of small appliances, electronic or business equipment;
- j. Ice cream store, neighborhood café, or deli;

(2) *Uses permitted as special exceptions:*

- a. Uses similar to the special exception and permitted uses herein, but not explicitly listed, provided that the Community Development Department makes a recommendation to the Planning & Zoning Board and the Town Commission. The Town Commission will make a final determination on whether the use is compatible in character and scale with the uses listed in this district and the surrounding residential areas.

(3) *Building height limit.* No building or structure shall exceed 2 stories or 30 feet in height. The minimum height of any building or structure shall not be less than 13 feet.

(4) *Maximum lot size shall not exceed .5 acre*

(5) *Setback regulations*

Front yard. There shall be a front yard setback of not less than 25 feet, measured from the street right-of-way line adjacent to the property, to the front wall of a building or structure.

Side yard. There shall be a side yard setback of not less than 10 feet, unless the property to be developed abuts a residential district, in which case the setback shall be 15 feet. Provided however, that on a corner lot, there shall be a side yard setback of not less than 15 feet from the property line of the intersecting street.

Rear Yard. There shall be a rear yard setback of not less than fifteen feet measured from the rear lot line to the rear wall of the building. This setback shall also apply to any active outdoor uses such as playgrounds or play areas associated with the primary business.

(6) *Special Regulations*

- a. All primary uses shall be operated entirely within enclosed buildings
- b. Accessory uses are limited to thirty (30) percent of the gross floor area of the principal structure
- c. No outdoor storage of items, products, or materials of any kind is permitted
- d. Hours of operation are limited to 6am to 11pm

(7) *Off-street parking.* See section 78-142 for the off-street parking requirements

Current Zoning District

Sec. 78-67. - R-3 residence district

Within R-3 residence districts, the following regulations shall apply:

(1) ***Uses permitted.*** Within any R-3 residence district, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged unless otherwise permitted by these regulations, except for the following uses:

a. Accessory buildings must comply with the requirements of this Code and the Florida Building Code as amended. Accessory uses must be located on the same lot or parcel of land as the principal structure and the accessory use must be customarily incidental to the principal use. Permissible accessory uses for commercial and other permitted uses shall be determined in the site planning process or administratively on a case-by-case basis and subject to these standards.

1. A private garage for use by occupants of the principal building shall be considered an accessory use.

b. Schools, except correctional institutions.

c. Playgrounds operated in conjunction with schools or owned and operated by the town.

d. Civic buildings, libraries.

e. Nursing or convalescent homes.

f. Nursery schools or kindergartens.

g. Physicians or dentists, subject to the following provisions:

1. Physicians or dentists may operate an office in conjunction with a home so long as the front of such office shall be kept as a home.

2. No more than 35 percent of the ground floor area shall be used as an office.
3. Not more than one physician or dentist may practice, and there shall not be more than three persons employed.
4. Office hours shall be limited to daylight hours.

h. Banks, office buildings, medical clinics, dental offices.

i. No living quarters shall be permitted in any professional or commercial structure or upon a lot or parcel upon which a professional or commercial structure is situated.

j. Group home is a permitted use provided that any group home is not located within a radius of 1,000 feet of another existing group home.

(2) *Building height limit.* For residences, no building or structure shall exceed two stories or 30 feet in height. For all other uses permitted in R-3 residence districts, no building or structure shall exceed two stories or 30 feet in height and the minimum height shall not be less than 13 feet.

(3) *Building site area.* The minimum width and depth of any professional or commercial building shall be 25 feet.

(4) *Minimum floor area.*

a. The minimum required first floor area of a single-family dwelling structure shall be 1,000 square feet, exclusive of carport, garage, unenclosed terraces and porches. Where a carport or garage is attached to the structure, the required first floor area may be reduced to 900 square feet. The minimum required first floor area of a two-family dwelling structure (duplex) shall be 1,400 square feet, exclusive of carports, garages, unenclosed terraces and porches, with each unit comprising 700 square feet. A one-bedroom unit of not less than 580 square feet may be built together with a second unit of not less than 820 square feet.

b. Where a utility or storage room is constructed and finished in a like manner and type of construction as the balance of the living quarters and has direct entrance and access to the living quarters, such utility room may be considered a part of the living quarters.

c. For structures of more than two dwelling units, the minimum required floor area shall have an additional 580 square feet for each dwelling unit in excess of two, added to the base of 1,400 square feet.

(5) *Yard regulations.*

a. *Front yard.* There shall be a front yard of not less than 25 feet measured from the street or highway or highway right-of-way line to the front wall of the building or structure.

b. *Side yard.* There shall be a side yard on each side of the principal building having a width of not less than ten feet. On a corner lot, there shall be a side yard of not less than 15 feet from the property line of the intersecting street.

c. *Rear yard.* There shall be a rear yard of not less than seven feet measured from the rear lot line to the rear wall of the building, or to a permanent part of the building which projects from or over the rear wall of the building, if such projection occurs.

EXHIBIT 5

PROPERTIES TO BE REZONED

Location 1509 PROSPERITY FARMS RD

Parcel size: 0.5121 ACRES
Parcel No. 36434220031290090
Subdivision LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223
Book 26975 Page 218
Owner: LABORATORY SUITES LLC
Use Type 1900 - PROF OFFICES

Location 1511 PROSPERITY FARMS RD 100

Parcel size: 0.3526 ACRES
Parcel No. 36434220031290101
Subdivision LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223
Book 30139 Page 703
Owner: 1511 PROSPERITY LLC

Use Type 1700 - OFFICE ONE STORY
3996

Location 1525 PROSPERITY FARMS RD

Parcel size 0.2480 ACRES
Parcel No. 36434220031290120
Subdivision LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223
Book 11992 Page 905
Owner YAJALAJUA CORP

Use Type 1700 - OFFICE ONE STORY

Location vacant- PROSPERITY FARMS RD

Parcel size: 0.2480 ACRES
Parcel No. 36434220031290130
Subdivision LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223
Book 15775 Page 1976
Owner YAJALAJUA CORP
Use Type 1000 - VACANT COMMERCIAL

Location 1535 PROSPERITY FARMS RD

Parcel size 0.2480 ACRES

Parcel No. 36434220031290140

Subdivision LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223

Book 26483

Page 508

Owner DJ&G REALTY HOLDING COMPANY LLC

Use Type 1900 - PROF OFFICES

Location 1541 PROSPERITY FARMS RD

Parcel size .02480 ACRES

Parcel No. 36434220031290150

Subdivision LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223

Book 22133

Page 1762

Owner MCFARLIN USRY DC PA

Use Type 1900 - PROF OFFICES

Location 1547 PROSPERITY FARMS RD

Parcel size 0.2695 ACRES

Parcel No. 36434220031290160

Subdivision LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223

Book 27043

Page 144

Owner DAC FOOD INCORPORATED

Location 1605 PROSPERITY FARMS RD

Parcel size 0.2409 ACRES

Parcel No. 36434220031300150

Subdivision LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223

Book 22958

Page 1907

Owner SF PROPERTIES INC

Use Type 1100 - STORES

ORDINANCE NO. 06-2020

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING EIGHT PROPERTIES LOCATED ON THE EAST SIDE OF PROSPERITY FARMS ROAD, LEGALLY DESCRIBED IN EXHIBIT "A", AND SHOWN IN FIGURE 1 FROM R-3 RESIDENCE TO C-IB NEIGHBORHOOD COMMERCIAL AND AMENDING THE OFFICIAL ZONING MAP TO REFLECT THE REZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has adopted a Zoning Code which establishes zoning districts and an Official Zoning Map as codified and illustrated in Chapter 78 of the Town Code; and

WHEREAS, Town Code Section 78 182 (1) sets forth procedures for Town initiated rezoning of properties of less than ten (10) acres within the Town (the Properties); and

WHEREAS, The Town's Community Development Department initiated the rezoning of the Properties at the request of the owners, the total acreage of which is 2.367 acres; and

WHEREAS, the Properties are located on the east side of Prosperity Farms Road as shown in Figure 1, and legally described in Exhibit "A" both of which are attached hereto and incorporated herein; and

WHEREAS, Town's Community Development Department staff and the it's Planning and Zoning Board have reviewed the proposed Rezoning and have provided their respective recommendations to the Town Commission; and

WHEREAS, the Town Commission has conducted a duly noticed quasi-judicial public hearing on the proposed rezoning at which time the Commission considered the evidence presented by Town's Community Development Department's staff, including the recommendation of the Town's Planning and Zoning Board, and such testimony as presented by the property owners and any other interested parties and members of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT:

Section 1. The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby rezones the Properties and directs that the Town's Official Zoning Map be amended to reflect the change of the Properties' zoning from R-3 Residence to C-1B Neighborhood Commercial.

Section 3. This Ordinance shall take effect upon execution.

FIGURE 1
Subject Parcels



EXHIBIT "A"

LEGAL DESCRIPTION – 8 PROPERTIES

Parcel No. 36-43-42-20-03-129-0090

LT 9 & LT 10 (LESS N 38 FT) BLK 129, LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223, PALM BEACH COUNTY, FL.

Parcel No. 36-43-42-20-03-129-0101

North 38 FT OF LT 10, & LT 11 BLK 129, LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223, PALM BEACH COUNTY, FL.

Parcel No. 36-43-42-20-03-129-0120

LT 12 BLK 129 LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223, PALM BEACH COUNTY, FL.

Parcel No. 36-43-42-20-03-129-0130

LOT 13 BLK 129 LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223, PALM BEACH COUNTY, FL.

Parcel No. 36-43-42-20-03-129-0140

LOT 14 BLK 129, LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223, PALM BEACH COUNTY, FL.

Parcel No. 36-43-42-20-03-1290-150

LOT 15 BLK 129 LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223, PALM BEACH COUNTY, FL.

Parcel No. 36-43-42-20-03-129-0160

Subdivision Lot 26 BLK 129, LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223, PALM BEACH COUNTY, FL.

Parcel No. 36-43-42-20-03-130- 0150

LOT 15 BLK 130 LAKE PARK ADD NO 1 IN PB 25 PGS 222 & 223, PALM BEACH COUNTY, FL.

**LEGAL NOTICE OF PUBLIC
HEARINGS:
TOWN OF LAKE PARK, FLORIDA
TOWN-INITIATED REZONING
ALONG PROSPERITY FARMS
ROAD (R-3 TO C-1B)**



Please take notice and be advised that the Town of Lake Park, Florida is proposing to rezone 8 properties, totaling 2.3671 acres, located on the east side of Prosperity Farms Road (south of Northlake Boulevard and north of Northern Drive), in the Town of Lake Park Florida. The properties are proposed to be rezoned from R-3 Residence District to C-1B Neighborhood Commercial District, to bring properties into conformance with their adopted Future Land Use designation of Commercial

The properties are identified with the following Property Control Numbers (PCN) and are also illustrated to the left: 36-43-42-20-03-129-0090; 36-43-42-20-03-129-0101; 36-43-42-20-03-129-0120; 36-43-42-20-03-129-0130; 36-43-42-20-03-129-0140; 36-43-42-20-03-129-0150; 36-43-42-20-03-129-0160; and 36-43-42-20-03-130-0150

The Town Commission will hold a quasi-judicial public hearing on the proposed rezoning on first reading on **Wednesday, July 1 at 6:30 p.m., or as soon thereafter as can be heard,** and

The Town Commission will hold a quasi-judicial public hearing on the proposed rezoning on second reading for final adoption on **Wednesday, July 15 6:30 p.m., or as soon thereafter as can be heard.**

All meetings will be held in the Town Hall Commission Chambers, located at 535 Park Avenue, Lake Park, Florida, 33403.

If a person decides to appeal any decision made by the Planning & Zoning Board, or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Records related to the item may be inspected by visiting the Community Development Department at Town Hall (535 Park Avenue, Lake Park, FL 33403). For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez **PUB:** The Palm Beach Post – Sunday, June 21, 2020



Community
Development
Department

Notification of Public Hearings

June 18, 2020

Dear Property Owner:

You are receiving this notice of public hearings because you are the legal owner of record for one of the subject properties being proposed for rezoning and a certified notice is required pursuant to Florida State Statute.

Should you wish to attend the meetings to comment on the application please take note of the date, time and location. If you do not wish to attend the meetings and do not have any comments, you may disregard this notice.

AGENDA ITEM

Please take notice and be advised that the Town of Lake Park, Florida is proposing to rezone 8 properties, totaling 2.3671 acres, located on the east side of Prosperity Farms Road (south of Northlake Boulevard and north of Northern Drive), in the Town of Lake Park Florida. The properties are proposed to be rezoned from R-3 Residence District to C-1B Neighborhood Commercial District, to bring properties into conformance with their adopted Future Land Use designation of Commercial. The Planning and Zoning Board held its Hearing on March 2, 2020 and has recommended approval to the Town Commission.

PUBLIC HEARINGS

MEETINGS: LAKE PARK TOWN COMMISSION **(QUASI-JUDICIAL)**

DATE: WEDNESDAY, JULY 1, 2020 FIRST READING
TIME: 6:30 P.M. (OR AS SOON THEREAFTER AS CAN BE HEARD)

**DATE: WEDNESDAY, JULY 15, 2020 – SECOND
READING FOR ADOPTION**

TIME: 6:30 P.M.
(OR AS SOON THEREAFTER AS CAN BE HEARD)

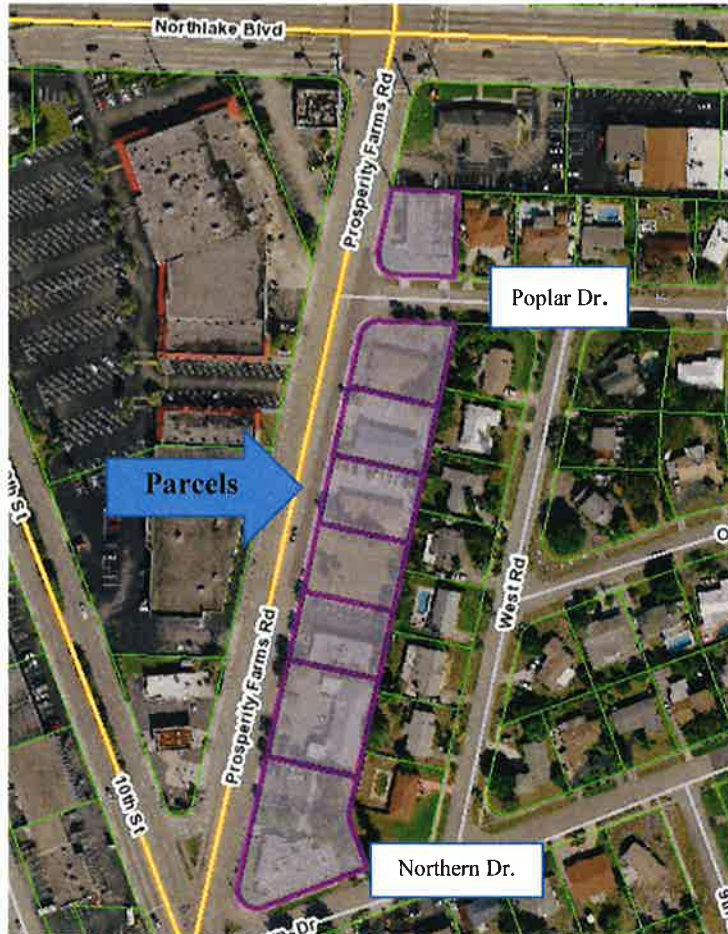
**ALL MEETINGS WILL BE HELD IN THE TOWN HALL COMMISSION
CHAMBERS, LOCATED AT 535 PARK AVENUE, LAKE PARK, FLORIDA,
33403.**

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

www.lakeparkflorida.gov



Community
Development
Department



LOCATION MAP

If a person decides to appeal any decision made by the Planning & Zoning Board or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, or to review any documents related to the proposal described herein, please visit the Community Development Department at 535 Park Avenue, Lake Park, FL 33403, or contact the Planner, Karen Golonka at 561-881-3320 or kgolonka@lakeparkflorida.gov.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

www.lakeparkflorida.gov

TAB 6



Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 1, 2020

Agenda Item No.

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103 OF CHAPTER 70 PERTAINING TO TEMPORARY SIGNS; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- | | |
|--|---|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> BOARD APPOINTMENT | <input type="checkbox"/> OLD BUSINESS |
| <input checked="" type="checkbox"/> ORDINANCE ON 1st READING | |
| <input type="checkbox"/> NEW BUSINESS | |
| <input type="checkbox"/> OTHER: _____ | |

Approved by Town Manager *J. McGinty* **Date:** 10-24-2020

Nadia Di Tommaso / Community Development Director *ND*
 Name/Title

Originating Department: Community Development	Costs: \$ Legal Fee / Advertisement (on 2 nd reading) Funding Source: Legal Budget and Town Clerk Acct. #GF 108 and #106-48100 <input type="checkbox"/> Finance <u><i>R. Caruso</i></u>	Attachments: → Ordinance __-2020
Advertised: Date: <i>N/A on 1st reading</i> Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case __ <i>ND</i> Please initial one. _____

Summary Explanation/Background:

This Ordinance is fairly simple. In an effort to accommodate promotional signage for some of our larger developments currently in the pipeline such as the Nautilus 220 project and others that may be forthcoming, Staff had discussions with applicants regarding the ability to add additional signage promoting developments as 'fence wraps' surrounding project sites. The Town Code currently

provides for development signage however, the square footage included is more appropriate to smaller site developments and does not accommodate some typical larger development site signage wraps similar to the following:



The proposal is to allow development signage to be placed on construction fences; increase the allowable square footage from 200 square feet per face to 300 square feet per face; and in the case of fence wraps, to allow the total square footage for all street fronts to be combined and distributed around the site as needed, while still adhering to the required visibility triangles at street corners and driveway entrances.

Recommended Motion: I move to **APPROVE** Ordinance 7-2020 on first reading.

ORDINANCE NO. 07-2020

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 70-103 OF CHAPTER 70 PERTAINING TO TEMPORARY SIGNS; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapters 163, Florida Statutes; and

WHEREAS, the Town Commission has adopted sign regulations which have been codified in Chapter 70 of the Town Code; and

WHEREAS, the Town's Community Development Department has recommended an amendment to Section 70-103(3) of the Code of Ordinances pertaining to temporary signs; and

WHEREAS, the Town Commission has determined that the recommended amendments would further the public's health, safety and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Chapter 70, Article IV, Section 70-103.-3.(a) is hereby amended as follows:

70-103

3. *Temporary signage.*

(a) *Temporary signs erected during the development stage of residential and nonresidential uses.* Signs with one or two faces and wall-mounted signs with one face shall be are permitted subject to the following restrictions:

- (1) ~~Permitted content~~Identification: Identification of homes or home sites, condominiums, apartments, for sale, rent, or lease in a residential development under construction, and/or identification of nonresidential development under construction. Signs may include identification of developers, contractors, architects, engineers, real estate agents and other related information.
- (2) Maximum area: ~~Two~~Three hundred square feet per face is permitted for approved wall-mounted, ~~and~~ freestanding signs, or signs on development fences (fence wrap). If the temporary sign is in the form of a fence wrap and the property is located on more than one street frontage, the total per street frontage may be combined into selected frontages that propose signage.
- (3) Maximum number: One per 500 feet or fraction thereof of each street frontage for wall-mounted or freestanding signs. For fence wraps, this is regulated by maximum area above.
- (4) Location: On walls, freestanding, or as a fence wrap. Within 100 feet of the entrance to the development, which it identifies, or in another suitable location as determined by the community development director.
- (5) ~~Minimum setbacks: Twenty feet from the lot line of any property located outside the development.~~ Pursuant to the visibility triangles set forth in section 78-253(c)(9).
- (6) Maximum height: Twelve feet if freestanding or wall-mounted. Eight feet if used as a fence wrap.
- (7) Prior to the issuance of ~~a~~ the first certificate of occupancy or completion of a completed residential or nonresidential structure, all such signs shall be removed.
- (8) Illegally placed temporary signs shall be removed by the town at the sole expense of the property owner, and/or sign owner, and/or the individual responsible for the illegal placement. Failure to remove such signs shall result in the imposition of a fine in an amount established by resolution of the town commission but not to exceed \$250.00 for the first violation, together with an assessment of the town's administrative costs; repeat violations are subject to the imposition of a \$500.00 fine, together with an assessment of the town's administrative costs.
- (9) Maximum height of 12 feet and minimum of 20 feet from the public right-of-way. Such distance and height may be altered if unique physical conditions exist as determined by the community development director.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and

independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect upon execution.

New Business

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 1, 2020

Agenda Item No.

Agenda Title: Resolution Authorizing a Temporary Amendment to the Town's Section 125 Cafeteria Plan to Allow Town Employees to Make a Mid-Year Election Change to Their Flexible Spending Accounts

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING
- NEW BUSINESS**
- OTHER: _____
- CONSENT AGENDA
- OLD BUSINESS
- ORDINANCE ON FIRST READING

Approved by Town Manager *Jim Aguirre* Date: *6-24-2020*
David M. Kibben, Mayor

Name/Title *ASSISTANT TOWN MGR/HUMAN RESOURCES DIRECTOR*

Originating Department: Human Resources	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution and Temporary Amendment to the Section 125 Plan
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>BT</u> Please initial one.

Summary Explanation/Background:

The Town of Lake Park offers Flexible Spending Accounts (FSA's) to full-time employees to help with copays and other common health care expenses that qualify for reimbursement pursuant to the Internal Revenue Service (IRS). The FSA can also be used by full-time employees to help with dependent care expenses. Such benefit is provided at no cost to the Town, and is administered by Benefits Workshop.

The FSA deductions are taken out of employees' paychecks on a pre-tax basis and are covered by the Town's Cafeteria Plan pursuant to IRS Section 125. Because of the COVID-19 situation, the IRS is allowing Town employees to make a mid-year prospective change in their FSA's. Such elections are normally not allowed during the fiscal year. This is a one-time election which is only for the current plan year beginning October 1, 2019 and ending on September 30, 2020.

Attached is a copy of the Temporary Amendment to the Section 125 (Cafeteria) Plan which was prepared by Benefits Workshop is attached which explains this one-time change in more detail.

Staff recommends approval of this item.

Recommended Motion: I move to adopt Resolution 45-07-20.

RESOLUTION NO. 45-07-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING A TEMPORARY AMENDMENT TO THE TOWN'S SECTION 125 CAFETERIA PLAN TO ALLOW TOWN EMPLOYEES TO MAKE A MID-YEAR ELECTION CHANGE TO THEIR FLEXIBLE SPENDING ACCOUNTS (FSA); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in response to the 2019 Novel Coronavirus outbreak (COVID-19) the IRS is allowing Employers to make a Temporary Amendment to their Section 125 Cafeteria Plans to allow Employees to make a mid-year change in their Flexible Spending Accounts (FSA); and

WHEREAS, the Town Manager recommends that employees be permitted to make mid-year changes in their FSA accounts; and

WHEREAS, the Town Manager recommends that the Commission adopt a Temporary Amendment to the Town's Section 125 Cafeteria Plan to allow Town employees to make mid-year election changes to their Employer-sponsored FSAs during the 2019-2020 Plan year.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Temporary Amendment to the Section 125 Plan, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

Town of Lake Park

Temporary Amendment to the Section 125 Plan Tax ID Number – 59-6000355

The Section 125 Plan effective on October 1, 2017 is hereby amended on July 1, 2020 only for the plan year beginning on October 1, 2019 and otherwise ending on September 30, 2020 (2019-2020 Plan Year). This Amendment is authorized by IRS Notice 20-29 issued in response to the 2019 Novel Coronavirus outbreak (COVID-19).

A. Elections Under a § 125 Cafeteria Plan

The Employer will permit employees to make certain prospective mid-year election changes for Employer-sponsored health coverage, health FSAs, and dependent care FSAs during 2019-2020 Plan Year. Specifically, the Employer will allow each employee who is eligible to make salary reduction contributions under the plan to make prospective election changes (including an initial election) during 2019-2020 Plan Year regarding the health FSA and the dependent care FSA, regardless of whether the basis for the election change satisfies the criteria set forth in Treas. Reg. § 1.125-4.

In particular, the Employer will allow employees to revoke an election, make a new election, or decrease or increase an existing election regarding a health FSA on a prospective basis; and revoke an election, make a new election, or decrease or increase an existing election regarding a dependent care FSA on a prospective basis. No mid-year election for a health FSA or dependent care FSA may be for aggregate plan year contributions less than amounts already reimbursed.

Only one new election may be made for each benefit (health FSA and/or dependent care FSA) during the special enrollment period. Such elections must be made during the period starting July 1, 2020 and ending on July 31, 2020 via means of a designated electronic system or paper form as required by the Employer.

The Employer under § 125 is not required to provide unlimited election changes but may, in its discretion, determine the extent to which such election changes are permitted and applied, provided that any permitted election changes are applied on a prospective basis only, and the changes to the plan's election requirements do not result in failure to comply with the nondiscrimination rules applicable to § 125 cafeteria plans.

This temporary modification of the Section 125 Plan is intended to be consistent with the requirements for the relief provided in IRS Notice 20-29.

B. Extended Claims Period for Health FSAs and Dependent Care Assistance Programs

The Employer will provide an extended period to apply unused amounts remaining in a health FSA or dependent care FSA to pay or reimburse medical care expenses or dependent care expenses providing the employee meets eligibility requirements and remains a participant in the respective FSA plan. Employees will allow unused amounts remaining in a health FSA or a dependent care FSA as of September 30, 2020 to be used to pay or reimburse expenses incurred for the same qualified benefit through December 31, 2020. Employees may apply unused amounts remaining in an employee's health FSA for medical care expenses incurred through December 31, 2020. Employees may also apply unused amounts remaining in an employee's dependent care FSA for dependent care expenses incurred through December 31, 2020. This relief applies to all health FSAs, including limited purpose health FSAs compatible with HSAs. However, health FSA amounts may only be used for medical care expenses, and dependent care FSA amounts may only be used for dependent care expenses.

Employees may file claims for FSA expenses incurred on or before December 31, 2020 until January 15, 2021. The health FSA rollover of up to \$500 into the next plan year, if the employee remains a participant, will occur on or about January 31, 2021.

IN WITNESS WHEREOF, the Employer has adopted this caused this Temporary Amendment to the Section 125 Plan to be executed on this _____ day of _____, 20_____.

By: _____
Printed Name: _____
Title: _____

*NOT FOR
SIGNATURE.
AGENDA COPY
ONLY*

ATTEST:

By: _____

Title: _____