



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, October 21, 2015, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
<b>Kathleen Rapoza</b>	—	<b>Commissioner</b>
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<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Town Clerk</b>

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 PRESENTATIONS/REPORTS**

1. Palm Beach County Sheriff's Office Citizens on Patrol Update Report

Tab 1

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. Regular Commission Meeting Minutes of October 7, 2015 Tab 2
- 3. Visioning Workshop Meeting Minutes of October 7, 2015 Tab 3

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:  
None

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:  
None

H. NEW BUSINESS:

- 4. Resolution No. 42-10-15 Authorizing Execution of an Agreement between the Town of Lake Park and CPZ Architects, Inc. for Architectural & Engineering Services in Response to RFP No. 104-2015 Tab 4
- 5. Setting a joint Town Commission/Planning & Zoning Board workshop date for the Mixed-Use Overlay Zoning District initiative. Tab 5
- 6. Resolution No. 43-10-15 Authorizing and Directing the Mayor to Execute a Contract with Bell David Planning Group, Inc. for Planning Consultant Services Tab 6
- 7. Addendum to the U.S. Security Associates Inc. Contract Tab 7
- 8. Discussion regarding the Rescission of Resolution 65-15-08 Requiring that any Written Communications whereby the Mayor, Vice-Mayor or a Commissioner uses Official Town Stationery must first be Approved by a Majority of the Full Commission at a Public Meeting Tab 8

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, November 4, 2015

# **Special Presentations /Reports**

# TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2015

Agenda Item No. *Table 1*

Agenda Title: Palm Beach County Sheriff's Office Citizens on Patrol (COP) Quarterly Update Report

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *John O. D'Agostino* Date: *10/13/15*  
**John O. D'Agostino, Town Manager**

Name/Title

<b>Originating Department:</b>  <b>Town Manager</b>	Costs: \$ -0- Funding Source: N/A Acct. # <input type="checkbox"/> Finance ___N/A_____	<b>Attachments:</b>  <b>None</b>
<b>Advertised:</b> 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 ____  <b>Please initial one.</b>

Summary Explanation/Background:

Corporal Matthew Lavigna, or a representative from Palm Beach County Sheriff's Office Community Services, will be in attendance at the Commission meeting to discuss and update the Town Commission on the Citizens on Patrol Program.

Recommended Motion: No Motion is necessary.

# **Consent Agenda**

# TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2015

Agenda Item No. *Tab 2*

Agenda Title: Regular Commission meeting minutes of October 7, 2015

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

Approved by Town Manager *J. D. Aguirre* Date: *10/16/15*

*Vivian Mendez - Town Clerk*

Name/Title

<b>Originating Department:</b>  <b>Town Clerk</b>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Agenda meeting minutes Exhibits "A-F"</b>
<b>Advertised:</b> 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 <i>VM</i> <b>Please initial one.</b>

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission meeting minutes of October 7, 2015.



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, October 7, 2015, 6:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
<b>Kathleen Rapoza</b>	—	<b>Commissioner</b>
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<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
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A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

1. Valerie Riddick Mason Principal Lake Park Elementary School Tab 1
2. Special Presentation from the Palm Beach County Property Appraiser's Office Tab 2

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.

3. Final Public Hearing on the Budget meeting minutes of September 15, 2015 Tab 3
  4. Regular Commission Meeting Minutes of September 16, 2015 Tab 4
  5. Architectural/Engineering of Kelsey and Lake Shore Park Restrooms & Tennis Court Lighting Improvements Workshop minutes of September 16, 2015 Tab 5
  6. Commission and Planning & Zoning Mixed Use Corridor Workshop meeting minutes of September 21, 2015 Tab 6
  7. Resolution No. 35-10-15 Authorizing the Mayor to Sign the Application for State Aid to Libraries Grant Tab 7
  8. Resolution No. 36-10-15 Establishing the General Election on March 15, 2016 Tab 8
  9. Resolution No. 37-10-15 Requesting that the Palm Beach County Supervisor of Elections Appoint Poll Workers for the General Election to be conducted on March 15, 2016 for Commissioners Tab 9
  10. Resolution No. 38-10-15 Declaring Certain Town Owned, Tangible Personal Property as "Surplus" and Eligible for Disposal Tab 10
  11. Completing the Six Month Performance Evaluation of the Town Manager Tab 11
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:  
None
- G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:  
None
- H. PUBLIC HEARING(S) – QUASI-JUDICIAL RESOLUTION:  
12. Resolution No. 39-10-15 An Application by the Palm Beach County Department of Environmental Resource Management (PBC DERM), Applicant and Agent of the Lake Park Scrub Natural Area Located on the North Side of Silver Beach Road to Construct a 5 Car/1 Bus Parking Area, a Concrete Nature Trail, a Wildlife Observation Platform and At-Grade Hiking Trails. Tab 12
- I. RESOLUTION:  
13. Resolution No. 40-10-15 Accepting a Special Warranty Deed and Bill of Sale from Congress Avenue Properties, LTD., Conveying Parcel C of the Plat of Congress Business Park for Right-of-Way Purposes; Authorizing and Directing the Mayor to Execute the Bill of Sale Which Grants to the Town the Improvements Tab 13

**J. NEW BUSINESS:**

**14. Establishing a Date for an Executive Session to Discuss the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2015 to September 30, 2018**

**Tab 14**

**15. Resolution No. 41-10-15 to Amend the Town of Lake Park Uniform Classification System to Revise the Job Description for the Position of Harbor Marina Director**

**Tab 15**

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

**L. ADJOURNMENT:**

**Next Scheduled Regular Commission Meeting will be held on Wednesday, October 21, 2015**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, October 7, 2015, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 7, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

**SPECIAL PRESENTATIONS/REPORTS**

**1. Valerie Riddick Mason Principal Lake Park Elementary School.**

Assistant Principal Antony Lewis introduced himself and explained the different programs being offered to Lake Park Elementary School students (see Exhibit "A"). The Commission thanked Mr. Lewis for the presentation. Mayor DuBois provided information on a few events taking place in the Town. Mr. Lewis asked for donations of rocking chairs for the school.

**2. Special Presentation from the Palm Beach County Property Appraiser's Office.**

Deputy Appraiser Dorothy Jacks introduced herself and gave a presentation to the Commission (see Exhibit "B"). The Commission thanked Ms. Jacks for the presentation. Mayor DuBois asked if the taxable values were being reset to the post-recession amount. Ms. Jacks stated "yes" and explained that the rules that the Property Appraiser follows are basing residential property values to comparable sales of similar properties. She explained that if the market were showing that values of the home were lower, then the property values would be lowered. She explained that recently the traction has begun to rise. She stated that several municipalities have not reached their post-recession amounts yet. She explained that it might take several years before the taxable values rise to the high point. She commented that Lake Park has reasonably priced homes.

**PUBLIC COMMENT:**

**Roger Michaud** – E. Ilex Drive explained that the Lake Park Kiwanis would be hosting a co-ed combined 3-on-3 Basketball Tournament on November 7, 2015 at the Bethlehem Haitian Baptist Church for 4<sup>th</sup> and 5<sup>th</sup> graders beginning at 10:30 a.m. Commissioner O'Rourke asked for application forms. Recreation Director Kathleen Walters stated that she would provide application forms to the Commission after the meeting. Commissioner O'Rourke asked if they would visit Bright Futures School to introduce the students to the concept of basketball. Mr. Michaud agreed to coordinate a date and time to meet with the students. Mayor DuBois stated that K-Mart on Northlake Blvd was closing and has all of their basketballs on sale.

**CONSENT AGENDA:**

- 3. Final Public Hearing on the Budget meeting minutes of September 15, 2015**
- 4. Regular Commission Meeting Minutes of September 16, 2015**
- 5. Architectural/Engineering of Kelsey and Lake Shore Park Restrooms & Tennis Court Lighting Improvements Workshop minutes of September 16, 2015**
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- 9. Resolution No. 37-10-15 Requesting that the Palm Beach County Supervisor of Elections Appoint Poll Workers for the General Election to be conducted on March 15, 2016 for Commissioners**
- 10. Resolution No. 38-10-15 Declaring Certain Town Owned, Tangible Personal Property as "Surplus" and Eligible for Disposal**
- 11. Completing the Six Month Performance Evaluation of the Town Manager**

**Motion: Commissioner O'Rourke moved to approve the consent agenda; Commissioner Flaherty seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

**PUBLIC HEARING(S) – ORDINANCE ON FIRST READING:**

None

**PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:**

None

**PUBLIC HEARING(S) – QUASI-JUDICIAL RESOLUTION:**

**12. Resolution No. 39-10-15 An Application by the Palm Beach County Department of Environmental Resource Management (PBC DERM), Applicant and Agent of the Lake Park Scrub Natural Area Located on the North Side of Silver Beach Road to Construct a 5 Car/1 Bus Parking Area, a Concrete Nature Trail, a Wildlife Observation Platform and At-Grade Hiking Trails.**

**Public Hearing Opened:**

The members of the Commission made the following ex-parte communication disclosures:

Commissioner O'Rourke had no ex-parte communications to disclose.

Vice-Mayor Glas-Castro had no ex-parte communications to disclose.

Commissioner Flaherty had no ex-parte communications to disclose.

Commissioner Rapoza had no ex-parte communications to disclose.

Mayor DuBois disclosed that he has spoken with staff and Environmental Resource Management regarding the item.

Town Manager D'Agostino disclosed that a meeting was held with Palm Beach County to address some of the concerns that were discussed at the Planning & Zoning Board meeting.

Town Attorney Baird swore in all of the witnesses.

Community Development Director Nadia DiTommaso explained the item (see Exhibit "C"). Director of Palm Beach County Department of Environmental Resource Management (DERM) Robert Robbins explained the Palm Beach County (PBC) perspective and suggested a compromise. He explained that there was a joint application between The Town of Lake Park and PBC for construction at the Lake Park Scrub Natural Area. He explained that the responsibilities fall equally between the Town of Lake Park and Palm Beach County to satisfy the Florida Communities Trust (FCT). When the FCT application was approved, PBC was awarded about 1.2 million and PBC contributed 3 million towards the acquisition of the site known as the Lake Park Scrub. He explained that since the acquisition of the site PBC has contributed another 1 million towards the environmental restoration of the site. He explained that when the County was clearing out the site of exotic species they discovered a better appreciation for some of the topography of the site. The conflict has brought him before the Commission this evening. He explained that when PBC made commitments to FCT, the Town and the County also made commitments, which were adopted in an Operating Agreement in 2003. He stated that in the Operating Agreement it spells out the responsibilities of all parties. The Town agreed to the weekly trash removal, daily opening and closing of the gate, and waiver of any fees for permits issued by the Town. The County agreed to create the Management Plan, construct and pay for the public use facilities. In the Management Plan, it states that as PBC designs the public use facility that it be primarily in consideration of the needs of the biological community of the site, and secondarily the intended use of the public use facility. He explained that the southerly section of the site was flat ground and a five (5)-car parking lot could be easily constructed. On the northerly portion of the site, after the exotic species were removed, they found more changes in the topography than they realized before. He stated that the original Management Plan does show the parking lot on the northerly portion of the site, but when the area was cleared they realized that there was a drop down along the inside of the fence line. As a result, of the drop down, the construction of a five (5)-car parking lot would require extensive amounts of grating and filling, which would be a significant biological disturbance to the communities on the site, which they hoped to avoid. The County asked for the following compromise: that the Town honor the commitments made in the 2003 agreement, however the County does recognize some flexibility on the part of

the County recognizing that they want to remove something from the agreement as well, by building a parking lot on the south side. With that said, the County feels that a five (5)-car parking lot could still be built on the north side, but not inside of the County fence line because of the drop off. The lot could be built outside of the fence line with parallel parking in what was currently Town owned right-of-way. The County suggested that the parking be built along the north side, which they would asphalt and stripe and that parking lot would be the primary entrance to the site. He explained that a 3 X 5 aluminum sign denoting the site would be placed with the County and Town logos. He explained that an entryway through the fence would lead to an informational kiosk with brochures and trail guides; a bicycle rack for those that wanted to bike to the site, and a trail that would lead to an observation platform. He explained that on the brochures the north entryway would be listed as the point of origin to the site. The County recognizes that there would be many changes in the northern area of the site in the coming years. Since a specific time as to when those changes would occur were unknown, the County, as well as he (Mr. Robbins) would commit to continue to work with the Town to build the five (5)-car parking lot in the northern area. He explained that if the County were going to build the parking lot, they use recycled asphalt, for parking with minimal grading. He asked that after building the parking lot that the Town maintain it since the parking lot would be constructed outside of the fence line. He asked the Commission to reconsider some of the conditions drafted by Town staff that the County are less than comfortable with, such as constructing an ADA sidewalk connecting the sidewalk with the southern parking lot off Silver Beach Road. He explained that the County does not foresee the sidewalk getting much use and it would be more expensive to build the parking lot on the north side. He stated that they would rather use the funds to build a parking lot on the north side than building a sidewalk.

Commissioner Flaherty asked staff if the Town would maintain the northern lot. Mr. Robbins asked if he could respond to the question that was directed to staff. Mayor DuBois invited Mr. Robbins to respond. Mr. Robbins stated that the County wanted the Town's approval and therefore the County would offer to maintain the northern side of the property outside of the fence line. Commissioner Flaherty asked where would the northern parking lot be located. Mayor DuBois stated that it would be located off Joule Road. Commissioner Flaherty asked if someone were in the trail after hours would the gate open to let the person out. Mr. Robbins explained that the gates being considered would have a remote capability where someone could call a phone number and the gate would be opened remotely. Mayor DuBois asked if there would be a wheel trigger inside of the parking lot that would open the gate. Mr. Robbins explained that the intension would be to have a person call a number and a remote access code would then be given to the person that would open the gate. Commissioner Flaherty asked if the Town would be responsible for any repairs associated with opening and closing of the gate. Mr. Robbins stated "yes".

Commissioner O'Rourke pointed to certain sections of the map that were on the screen and asked if the northern area of the site, where the parking lot was being proposed (off Joule Road), was also the same area where the Park Avenue Extension was being proposed. Community Development Director DiTommaso responded, "That is correct". Commissioner O'Rourke asked Mr. Robbins if he were aware of this fact. Mr. Robbins stated that during a meeting with the Town Manager and County staff member Mr.

Emilio Fernandez, of the County's Right-a-Way group, indicated that there would be sufficient right-of-way space to build the Park Avenue Extension and parallel parking. Commissioner O'Rourke suggested that the compromise be that PBC place the Park Avenue Extension project on their Five-Year Road Improvement Plan schedule. He expressed concern with the proposed southern parking lot. He asked if PBC would be willing to postpone the project until a plan were established to place the Park Avenue Extension on the County plan. Mr. Robbins explained that as the PBC Biologist he could not commit the County's participation of a road. He stated that he could commit to building a parallel parking lot and would work with the Town with whatever could come to the area of the site. Commissioner O'Rourke explained that the Commission was eager to build the Park Avenue Extension, and it would mean a great deal to the Town to have a parking lot built on the northern side of the site. He stated that building the parking on the northern area would elevate the stature of the park. Mr. Robbins explained that he could not lead to the compromise of the Park Avenue Extension, but would offer the parallel parking on the northern area of the site.

Town Manager D'Agostino explained the financial inability to secure all of the necessary right-of-ways to create the Park Avenue Extension. He stated that the County has not offered any financial participation of the Park Avenue Extension project. He stated that if the voters of PBC approved a half-cent sales tax, then the Town could share, with other PBC municipalities, 40 percent of the funds that would go towards infrastructure improvements throughout the County. He explained discussions that have occurred with the County regarding the Park Avenue Extension becoming a reliever road for traffic from US Highway 1 to Military Trail. The County was not convenience that the road would be utilized in this manner and therefore could not, at this time, assist the Town financially with acquiring all the right-of-ways in that area.

Vice-Mayor Glas-Castro explained that last year the Commission directed staff to speak with PBC Commissioners and express the concerns the Town had with having a parking lot built on the southern section of the site. She asked if the Mayor were part of those discussions with PBC Commissioners. Mayor DuBois explained that he invited PBC Commissioner Hal Valche to visit different areas of Town. He stated that the visit was about 50 minutes and not much came out of the visit. He stated that, according to Mr. Robbins, former Town Manager Dale Sugerman had expressed to Mr. Robbins that the County move forward with building the parking lot on the southern side of the site within 18 months of Mr. Robbins last visit to the Town. He stated that either there was no staff pursuit of the County administratively or legislatively to seek County assistance moving the parking lot to the northern side of the site. Vice-Mayor Glas-Castro expressed disappointment that the County was back with the proposed plan. She supports the Planning and Zoning Board recommendation of going back to FCT that this was not an acceptable plan to the Town. Mayor DuBois explained that the County would not budge on their position of building a parking lot on the southern area, but the Town seemed to earn some leverage with a parking lot on the northern area and the development of the Park Avenue Extension. He explained that the County has improved the plan since the original submittal. Commissioner O'Rourke urged the Commission to not accept the proposed plan.

**Motion: Commissioner Flaherty moved to approve Resolution 39-10-15 with the conditions of approval proposed by staff.**

Motion failed for lack of a second.

Mayor DuBois suggested that the County propose a parking lot around the northern area of the site.

**Motion: Vice-Mayor Glas-Castro moved to continue the item and allow Palm Beach County to reconsider the site plan and come back with something that was acceptable per Commission direction; Commissioner O'Rourke seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0

**RESOLUTION:**

**13. Resolution No. 40-10-15 Accepting a Special Warranty Deed and Bill of Sale from Congress Avenue Properties, LTD., Conveying Parcel C of the Plat of Congress Business Park for Right-of-Way Purposes; Authorizing and Directing the Mayor to Execute the Bill of Sale, Which Grants to the Town the Improvements**

Town Manager D'Agostino explained the item (see Exhibit "D"). Vice-Mayor Glas-Castro asked for clarification regarding the stormwater system and does it include the road system or the surrounding properties. Town Attorney Baird clarified that it was the stormwater system that was on the right-of-way that was being conveyed. The Bill of Sale was intended to convey the improvements made within the right-of-way, which includes the stormwater system. Vice-Mayor Glas-Castro asked if it included drainage easements. Town Attorney Baird expected that the easements on the plat are shown as dedicated to the Town or to the public for drainage purposes. Mayor DuBois asked if the covert crossing were part of the Bill of Sale. Town Manager D'Agostino stated that additional work would need to be done in order to prepare that area properly for public right-of-way access. Town Attorney Baird explained that the Bill of Sale conveys roadway, pedestrian, stormwater drainage systems and similar improvements as described in attachment "A". He explained that if there were questions to what was included in attachment "A", he suggested the item be postponed to give the engineers an opportunity to examine attachment "A" and identify those improvements so that there are no questions about what was included.

**Motion: Commissioner Rapoza moved to Resolution 40-10-15; Commissioner O'Rourke seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

**NEW BUSINESS:**

**14. Establishing a Date for an Executive Session to Discuss the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2015 to September 30, 2018**

Town Manager D'Agostino explained the item (see Exhibit "E"). The Commission discussed the dates and times that they would be available to conduct the Executive Session.

**Motion: Commissioner O'Rourke moved to conduct the Executive Session on Wednesday, November 4, 2015 beginning at 6:00 p.m.; Commissioner Flaherty seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

**15. Resolution No. 41-10-15 to Amend the Town of Lake Park Uniform Classification System to Revise the Job Description for the Position of Harbor Marina Director.**

Town Manager D'Agostino explained the item (see Exhibit "F"). Commissioner Flaherty asked why the word Harbor was being removed from the job description. Human Resources Director Turner explained that for ease of reference in the Town of Lake Park's Classification Plan the name was being changed. She gave an example that the Park & Recreation Director was classified as Recreation Director even though the job responsibilities were the same. Mayor DuBois asked for the salary range. Human Resources Director Turner stated that the current salary range was \$51,875.20 - \$80,516.80. The proposed range was \$74,877 - \$104,877. Mayor DuBois asked if the person would be hired at the top end of the salary range. Town Manager D'Agostino explained that a person would be hired based on many different factors, including past experience, skills, etc. that then determines the starting salary.

**Motion: Commissioner Rapoza moved to approve Resolution 41-10-15; Commissioner O'Rourke seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty		X	
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois		X	

Motion passed 3-2.

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

**Town Attorney Baird** had no comments.

**Town Manager D'Agostino** explained that there are several properties, which are in the Commercial and Light Industrial areas, which were granted different types of approval for their gravel or shell rock type surface parking lots. He stated that the Town Code requires that the lots be paved; therefore, those existing lots are non-conforming. He asked for the Commission's preliminary opinion on a possible change in the Code to allow for more flexibility since some property owners have approached staff. Or was the Commission interested in enforcing the Code as it were currently written. Mayor DuBois asked for examples. Community Development Director DiTommaso explained that property owners in the Light Industrial area have approached staff about neighboring lots being allowed to maintain their gravel or shell rock surfaces and they are being required to pave their property. She explained that research has been conducted and wanted to know if the item should be brought before the Planning & Zoning Board for the Board's consideration to change the Code. Mayor DuBois asked if the Code would be triggered if the property owner proposed changes to their property. If the property owner does not make improvements to their property then the lot remains the way it has been. Community Development Director DiTommaso explained that the use has changed, and as a result of the use being changed the original approval would show what was approved and the legal non-conforming use. She explained that if the original approval were not found then the lot would need to be brought up to Code. Mayor DuBois asked if the property owners could come before the Commission with variance waivers. Community Development Director DiTommaso stated that staff was trying to avoid having the property owner go through that process. Vice-Mayor Glas-Castro commented that she would prefer to see the property remain the way it was until they meet the threshold that would trigger the property owner to pave the lot. Community Development Director DiTommaso gave another example of a property owner that has an issue with paving the lot since the lot has been graveled or shell rocked for so many years. The Town has been unable to locate the original approval of the lot, which would provide the owner the ability to keep the lot in the current condition. The Commission came to consensus to have staff follow the Town Code and work with property owners to have them come into compliance using a phasing plan.

Town Manager D'Agostino announced that Florida Power & Light (FPL) would begin their landscape power line clearing, beginning on West Ilex Drive and move around the Town. Vice-Mayor Glas-Castro asked if FPL would be entering into residents' backyards.

to clear the landscaping off the power lines and would notice be provided to those residents. Town Manager D'Agostino read the notice, which does not references that they would be entering into residents' backyards. He announced that the City of Palm Beach Gardens would be hosting a "Meet & Greet" with State of Florida Insurance Consumer Advocate Shuram James, and have invited Lake Park residents to the event. The events would be taking place on October 12, 2015 from 5:30 p.m. – 7:00 p.m. at the City of Palm Beach Gardens City Hall. He announced that he and Vice-Mayor Glas-Castro would be meeting with Senator Jeff Clemens to discuss legislative initiatives. He announced that the Legislative Conference would be held in Orlando on November 19-20, 2015. He announced that the parking meters have been removed. He announced that the 2015/2016 Fiscal Year Budget books have been provided to each member of the Commission.

**Commissioner O'Rourke** expressed concern that panhandlers and loiters have taken over a bus bench on Park Avenue and suggested having the bench removed. He expressed the same concern for the corner of Northlake Blvd and 10<sup>th</sup> Street. Palm Beach Sheriff's Office (PBSO) Lieutenant Vassalotti explained that businesses that are dealing with panhandling and loitering issues should contact the Sheriff's Office. He stated that a trespass warning would be issued to the person if the property owner or employee of the business calls. If the person that received the warning returns to the property then PBSO could respond and arrest the person. Commissioner O'Rourke asked if the PBC panhandling ordinance were in effect. Lieutenant Vassalotti explained that the County ordinance went into effect on October 1, 2015 and currently Deputies have been instructed to issue warnings. He stated that the Town staff was working on creating a Town panhandling ordinance. Commissioner O'Rourke asked why a Town ordinance was necessary if the County had created one. Mayor DuBois explained that the panhandling ordinance was on the next agenda. Lieutenant Vassalotti stated that they would speak to the property owners and make them aware that they could contact PBSO with concerns about panhandling taking place on their properties.

Commissioner O'Rourke referred to a Resolution that states that Commissioners cannot send letters out, using Town stationary, without prior approval from the Commission. He suggested that the Commission revisit the Resolution. Any member of the Commission could request some "thank you" cards, which are in the Town Manager's office. Town Attorney Baird explained the history that a former Commissioner took it upon themselves to write a letter to the State stating their personal opinion on a matter occurring at the Lake Park Marina. The Commissioner signed the letter using their official title and did not make anyone on the Commission or staff aware of the letter. The Commission ultimately found out about the letter and directed staff to create the Resolution referenced. Mayor DuBois asked that the "thank you" cards be provided to the Commissioners.

Commissioner O'Rourke asked for the status of the Chili Festival and the Pirates Festival. Town Manager D'Agostino explained that the Chili Festival had been canceled and the Pirates Festival was moving forward through the Special Events Permit process. He stated that the Town has two (2) Events Coordinators, which would be working closely with the organizers of the Seafood Festival so that the Town could sponsor the event in the future. He stated that additional hours need to be funded in order for the

Event Coordinators to have enough time to work with organizers of special events and their regular duties. He explained that the Pirates Festival might become a SunFest supported festival in the future, which means that the Pirates Festival would be on a much larger scale. He stated that he would be reaching out to the private organizers of SunFest because he would like the Seafood Festival to be sponsored by SunFest as well. He explained that the more events the Town sponsors the greater recognition the Town would build. Commissioner O'Rourke asked if the Pirates Festival has been scheduled. Town Manager D'Agostino stated that dates were being discussed and would be announced soon.

**Commissioner Rapoza** had no comments.

**Commissioner Flaherty** congratulated the Library for receiving the State Aid for Libraries grant. He commented that the reliever road would be beneficial to the Town by bringing additional traffic through Park Avenue. He asked if PBC would be resurfacing Silver Beach Road from Congress Avenue to the Marina or from Congress Avenue to Old Dixie Highway. Mayor DuBois explained that PBC would be resurfacing Silver Beach Road from Congress Avenue to 10<sup>th</sup> Street. Town Manager D'Agostino explained that an additional lane would be built on Silver Beach Road for those residents that live on Silver Beach Road to use to get in and out of their driveways safely. Commissioner Flaherty asked if PBSO would be patrolling the parking lot at the Lake Park Scrub for loitering. Lieutenant Vassalotti explained that the Scrub area was owned by PBC and would be patrolled by PBSO Wildlands at night, during the day the Deputies would patrol the area. He asked if the park would have specific hours of operation. Mayor DuBois stated that it would be from sunrise to sunset although staff would not be available to open or close the gates. Town Manager D'Agostino explained that the plan proposed for an automatic gate. Mayor DuBois stated that the Management Plan shows a discrepancy between opening and closing of the park and the operation of the parking lot.

Commissioner Flaherty reminded everyone that the Sunset Celebration would be held at Lake Shore Park on Friday, October 30<sup>th</sup> from 6:00 p.m. – 9:00 p.m. with candy being distributed. Town Manager D'Agostino stated that PBSO would be represented at the Sunset Celebration, but would not be distributing candy from the trunks of their vehicles.

**Vice-Mayor Glas-Castro** announced that the "Read-for-the-Record" was being held the week of October 20<sup>th</sup> and suggested that the Commissioners schedule time to read to the children at the Library. She announced that Wednesday, October 28<sup>th</sup> was the next Palm Beach County League of Cities meeting at the Lake Worth Casino.

**Mayor DuBois** had no comments.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner O'Rourke, and by unanimous vote, the meeting adjourned at 9:16 p.m.

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Mayor James DuBois

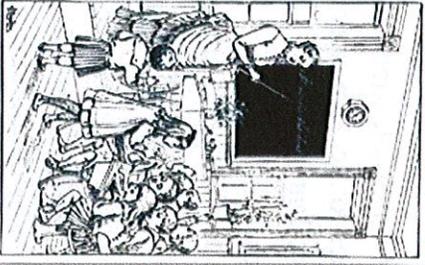
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Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2015

Lake Park's primary mission is to develop high performing compassionate and cooperative human beings that can function in an ever changing and complicated society.



Lake Park Elementary began in 1923 as a two room school house for 1 teacher and her 22 pupils in what was then called Kelsey City. Today, it boasts 344 students: 86% of whom are African American, 4% white, 5% Hispanic, 2% Asian, 25% English Language Learners, and 98% on free or reduced lunch.

Lake Park Elementary  
410 3<sup>rd</sup> Street  
Lake Park, Florida 33403  
(561) 494-1300



**Principal:**

**Valerie Reddick Mason**

**Assistant Principal:**

**Antony Lewis**

**Lake Park  
Elementary**



**Inspiring Lake  
Park's Students  
Since 1923**



**Lake Park Elementary, rated “B” by the Florida Department of Education for 2015,**

is an Extended Day School, meaning the students receive an extra hour of reading instruction every day. In our effort to increase our students’ academic achievement, we have also instituted other schoolwide programs.

- Through a 5 year grant, Lake Park Elementary became one of FDOE’s *21<sup>st</sup> Century Community Learning Centers*. This daily afterschool teacher-staffed program provides opportunities for academic enrichment in core academic subjects.

- Our aftercare program has a “homework first” schedule of activities, with one-on-one tutoring available.
- Every morning before school, our reading and math coaches provide small group tutoring services to those most in need of help.
- Our reading and math coaches teach students individually, in small groups, and in classrooms. They also work closely with classroom teachers to ensure the best possible teaching methods and learning outcomes for students.

Annual evening events are held to educate our parents about what academic achievement levels are expected from their children.

- Family Math and Science Night
- Reading Enrichment Night
- FSA Writes Response to Reading Workshop



**Character Education is Lake Park**

**Elementary’s defining element when being compared to other sites.** We operate under a Schoolwide Positive Behavior Support Plan. Our students have been trained how to use Conflict Resolution methods.

Our fine arts teachers team up weekly to teach Character & Community classes, where they teach motivating lessons about the 6 pillars of character: responsibility, caring, trustworthiness, respect, fairness and citizenship.

Lake Park Elementary has the only Behavior Specialist/Parent Liaison in the district dedicated solely to behavior modification. She is on call to assist teachers by educating parents about expectations, teaching student lessons on appropriate behavior, creating behavior plans for individual students, and creating positive reinforcements.

**Lake Park Elementary’s dedicated, committed classroom teachers are an enviable collection of one-of-a-kind professionals.** Each teacher brings to the table a myriad of successful teaching experiences.

- Our fine arts teachers are experts at designing spectacular resource experiences to coordinate with the core curriculum.
- Our gifted resource program provides enrichment and accelerated learning opportunities for academically advanced students.
- Our ESE teachers redesign curriculum to ensure our students meet with success.

**We are fortunate** to have a host of business partners and community contributors who give of their time and resources to enrich the lives of our students. The *Five Star School Award*, created by the Florida Department of Education was presented to Lake Park Elementary for showing evidence of exemplary community involvement which includes business partnership relations, effective family involvement, community service, volunteer service and School Advisory Council participation.



Exhibit "B"



# PALM BEACH COUNTY PROPERTY APPRAISER'S OFFICE

PRESENTER:

**DOROTHY A. JACKS, CFE, AAS**  
Chief Deputy Property Appraiser

October 7, 2015



Town of Lake Park

# Town of Lake Park



- **Market Value**      **\$700 million**
- **Taxable Value**      **\$523 million**
- **Parcel Count**      **3,049**

# 2015 Lake Park

# Total

MARKET VALUE			\$700,626,116	100%
ASSESSMENT DIFFERENTIAL	REDUCTION			
Save Our Homes Differential	\$35,419,340			5.1%
10% Non-Homestead Assessment Increase Cap	\$25,382,326			3.6%
Agricultural Classification	\$0			
Pollution Control Devices	\$27,585			
Conservations Lands	\$0			
Working Waterfronts	\$0			
<b>SUBTOTAL</b>	<b>\$60,829,251</b>			<b>8.7%</b>
<b>ASSESSED VALUE</b>		<b>\$639,796,865</b>		<b>91.3%</b>

# 2015 Lake Park

## Total

ASSESSED VALUE		\$639,796,865	91.3%
EXEMPTIONS	REDUCTION		
\$25K Homestead (193.031 (1)(a), F. S.)	\$31,631,603		4.5%
Additional \$25K Homestead (193.031 (1)(b), F.S.)	\$28,518,873		4.1%
Additional \$25K Homestead Age 65 (196.075, F.S.)	\$0		
\$25K Tangible Personal Property	\$5,082,843		0.7%
Governmental Property	\$42,716,788		6.1%
Institutional Property	\$7,016,999		1.0%
Others(Senior, Widow, Widowers, Disability, Historic and Economic)	\$1,444,058		0.2%
<b>SUBTOTAL</b>	<b>\$116,411,164</b>		<b>16.6%</b>
<b>TAXABLE VALUE</b>		<b>\$523,385,701</b>	<b>74.7%</b>



## Lake Park-2016 Projections

Town is a good mix of residential, commercial and related property uses

No expansion ability, but the feel of a "small town"

Residential market is improving slightly for 2015/2016



**PALM BEACH COUNTY  
PROPERTY APPRAISER'S OFFICE**

**THANK YOU!**

**DOROTHY A. JACKS, CFE, AAS**

Chief Deputy Property Appraiser

[djacks@pbccgov.org](mailto:djacks@pbccgov.org)



Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2015

Agenda Item No. Tab 12

**Agenda Title: AN APPLICATION BY THE PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (PBC DERM), APPLICANT AND AGENT OF THE LAKE PARK SCRUB NATURAL AREA LOCATED ON THE NORTH SIDE OF SILVER BEACH ROAD (APPROXIMATELY 0.35 MILES EAST OF CONGRESS AVENUE), TO CONSTRUCT A 5 CAR/1 BUS PARKING AREA, A CONCRETE NATURE TRAIL, A WILDLIFE OBSERVATION PLATFORM AND AT-GRADE HIKING TRAILS.**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_ READING
- RESOLUTION – PUBLIC HEARING/QUASI-JUDICIAL
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 9-23-15

Nadia Di Tommaso / Community Development Director  
Name/Title

<p><b>Originating Department:</b>  Community Development</p>	<p>Costs: \$ Legal Ad (\$185.76); Certified Mail (\$565.74); Engineer review fee (approx. \$500)  Funding Source: Applicant – up for discussion at TC meeting  Acct. # 4902 <input checked="" type="checkbox"/> Finance <u><i>BKP</i></u></p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ Staff Report</li> <li>→ Resolution <u>39-10-15</u></li> <li>→ Applicant Application, including Cover Letter and Plans and copies of 2013 correspondence letters between PBC and the Town</li> <li>→ 2004 Scrub Area Management Plan</li> <li>→ 2003 Interlocal Agreement between the Town/County/State for the Scrub Area</li> <li>→ Planning &amp; Zoning Board 09-14-2015 Meeting Minutes</li> </ul>
<p><b>Advertised:</b> Date: 09-04-2015 Paper: Palm Beach Post <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 <u>ND</u>  OR Not applicable in this case _____  <b>Please initial one.</b></p>

**Summary Explanation/Background:**  
**Please refer to the Staff Report.**

**Recommended Motion:** I MOVE TO APPROVE RESOLUTION 39-10-15 WITH THE CONDITIONS OF APPROVAL PROPOSED BY STAFF.



**TOWN LAKE OF PARK  
TOWN COMMISSION**

**Meeting Date: Wednesday, October 7, 2015**

**STAFF REPORT**

**AN APPLICATION BY THE PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (PBC DERM), APPLICANT AND AGENT OF THE LAKE PARK SCRUB NATURAL AREA LOCATED ON THE NORTH SIDE OF SILVER BEACH ROAD (APPROXIMATELY 0.35 MILES EAST OF CONGRESS AVENUE), TO CONSTRUCT A 5 CAR/1 BUS PARKING AREA, A CONCRETE NATURE TRAIL, A WILDLIFE OBSERVATION PLATFORM AND AT-GRADE HIKING TRAILS.**

**\*\*The Applicant is also requesting consideration by the Town Commission to consider waiving certain fees absorbed by the Town thus far, and these include: Legal Advertisement (\$185.76); Certified Mail (\$565.74); Engineering Review (approximately \$500-final invoice has not yet been received). The Interlocal Agreement allows for the waiving of permit-related fees, which may include any type of Town application fee however, Staff believes this does not include fees that are absorbed by the Town throughout the site plan review process. This will be discussed separately at the Commission meeting\*\***

**BACKGROUND:**

Applicant(s): Palm Beach County Department of Environmental Resources Management (*David Gillings; Branda Hovde; Kraig Krum*)  
Owner(s): Palm Beach County – Department of Environmental Resources Management  
Address/Location: Not Assigned – Located north of Silver Beach Road; 1,865 feet (0.35 miles) east of Congress Avenue  
Net Acreage: 54.93 acres  
Property Control Number: 36-43-42-20-00-000-7450  
Existing Zoning: Conservation  
Future Land Use: Conservation

**Adjacent Zoning District**

North: Campus Light Industrial/Commercial (CLIC)  
South: City of Riviera Beach (Residential)  
East: Campus Light Industrial/Commercial (CLIC)  
West: Campus Light Industrial/Commercial (CLIC)

**Adjacent Existing Land Use Designation**

North: Commercial/Light Industrial; Public Buildings and Grounds  
South: Commercial/Light Industrial  
East: Commercial/Light Industrial  
West: Commercial/Light Industrial

**ENCLOSURE(S):**

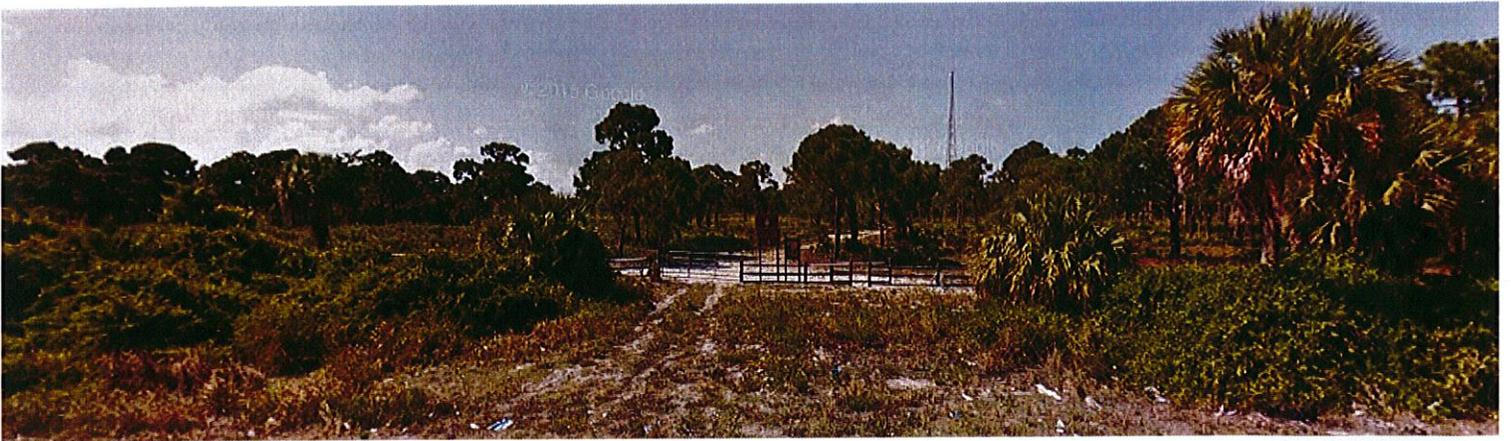
- ➔ Applicant Application, including Cover Letter and Plans and copies of 2013 correspondence letters between PBC and the Town
- ➔ 2004 Scrub Area Management Plan
- ➔ 2003 Interlocal Agreement between the Town/County/State for the Scrub Area
- ➔ Planning & Zoning Board 09-14-2015 Meeting Minutes

**Figure 1: CONSERVATION AREA LOCATION MAP (in orange)**



**Figure 2: IMAGES OF SITE FROM SILVER BEACH ROAD**

**(NORTH)**



**(WEST)**



**(EAST)**



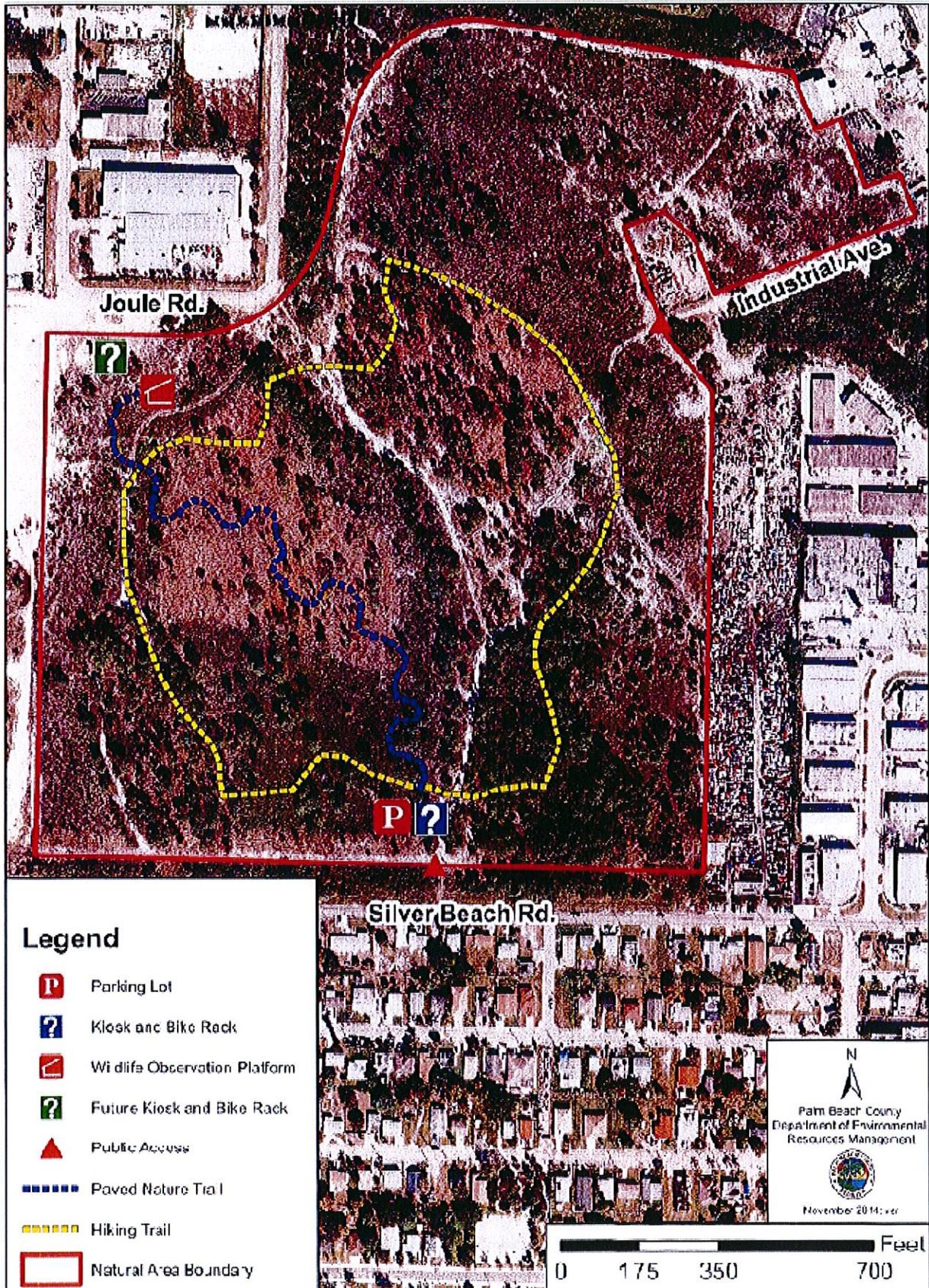
## **BACKGROUND AND REQUEST**

In 2003/2004, the Town entered into an Interlocal Agreement with Palm Beach County and the State of Florida on the Lake Park Scrub Natural Area, for which a management plan was created. This management plan remains unchanged in 2015. It was created to identify the Lake Park Scrub Area as a Conservation site and identifies the overall management activities, monitoring requirements, resource enhancement controls and future structure and improvement requirements. In 2014, PBC DERM received correspondence from the Florida Communities Trust (FCT) indicating that they were in significant non-compliance of their grant contract since the intended public use facilities outlined in the future structure and improvement requirements of the 2004 management plan, never moved forward.

Consequently, the County submitted an application for site plan review for a proposed 5 car/1 bus parking area; a concrete nature trail; an observation platform; and at-grade hiking trails, pursuant the enclosed plans. The proposed parking lot is being proposed adjacent to Silver Beach Road and PBC DERM has coordinated with PBC Roadway construction to ensure their proposed alignment is consistent with Silver Beach roadway improvement plans. With this being said, the original intent of the Management Plan identified a parking lot along the northern boundary of the Scrub Area, adjacent to Joule Road and the future Park Avenue extension road. In an attempt to expedite the improvements and adhere to the FCT grant requirements, the County is currently required to construct the public use facilities with access from Silver Beach Road (since the Park Avenue Extension Road has not yet been finalized). The County is committed to create a future access along the Park Avenue extension road one the extension is completed and Staff has included this as a condition of approval. Additionally, the improvements and parking lot location came up in discussion in 2013 and correspondence between the Town and the County are enclosed. The County had indicated that while the Town Commission at the time preferred a parking lot location on the north side of the site, the County discussed the matter with the (then) Town Manager (Mr. Dale Sugerman) and the County was provided with verbal confirmation through a telephone conversation that Mr. Sugerman confirmed that he has shared the County's information requiring the initial parking lot adjacent to Silver Beach Road and the Commission understood the issues and did not need the County to appear before the Commission to receive confirmation and could proceed through site plan approval.

Finally, the Interlocal Agreement and the Management Plan identifies that the Town shall be responsible for opening and closing the entrance gate; remove trash from the site; and mow the perimeter. The Town's Public Works has been notified and is preparing cost estimates for these requirements. A condition of approval is recommended for an automated gate with timer to facilitate the opening and closing of the entrance gate.

**Figure 3: PROPOSED LAKE PARK SCRUB NATURAL AREA PUBLIC USE MAP**



## STAFF ANALYSIS

**ZONING AND LAND USE:** The proposal is consistent with the Conservation District and Conservation Land Use Designation, which prohibits the construction of permanent structures that are not directly related to the recreation and passive public recreation intent for this area.

**LIGHTING:** The preservation area is only open from sunrise to sunset and no lighting is proposed or is envisioned for the area.

**ENGINEERING DETAILS AND PLANS:** The plans have been reviewed by the Town's consulting engineer who has stated they appear to be in general conformance with the Town of Lake Park Standards and requirements. A pre-construction meeting is recommended and has been included as a condition of approval.

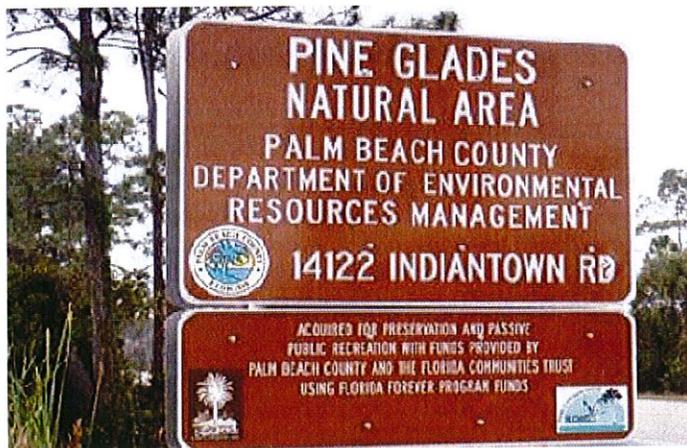
**PARKING:** The Town Code does not specifically identify the parking requirements for open-air passive recreation areas. While the code identifies parking requirement for outdoor attraction and recreation areas, these are more closely related to active outdoor areas with seating, employees and fixed attractions. The Town Code also identifies a parking requirement for agricultural uses which are outdoor uses that employ a certain number of employees. These uses require a minimum of 5 parking spaces. Staff is comfortable with the County's proposal of 5 parking spaces, inclusive of 1 handicap accessible (ADA) space and a bus parking zone. The parking spaces will need to comply with the Town Code size requirements of 10 feet by 18.5 feet and incorporate the minimum one-way drive aisle width of 15 feet and a minimum 25 feet for a two-way driveway entrance. Additionally, a condition of approval whereby the parking lot must provide an ADA connection to the external entrance on Silver Beach Road is being recommended by Staff (ADA trail is already being proposed).

**LANDSCAPING:** Additional landscaping is not being proposed. The entire area is open green space and there is a need to maintain better views to help limit vandalism and other illegal activities. Staff is comfortable with the existing vegetation given the nature and use of the area.

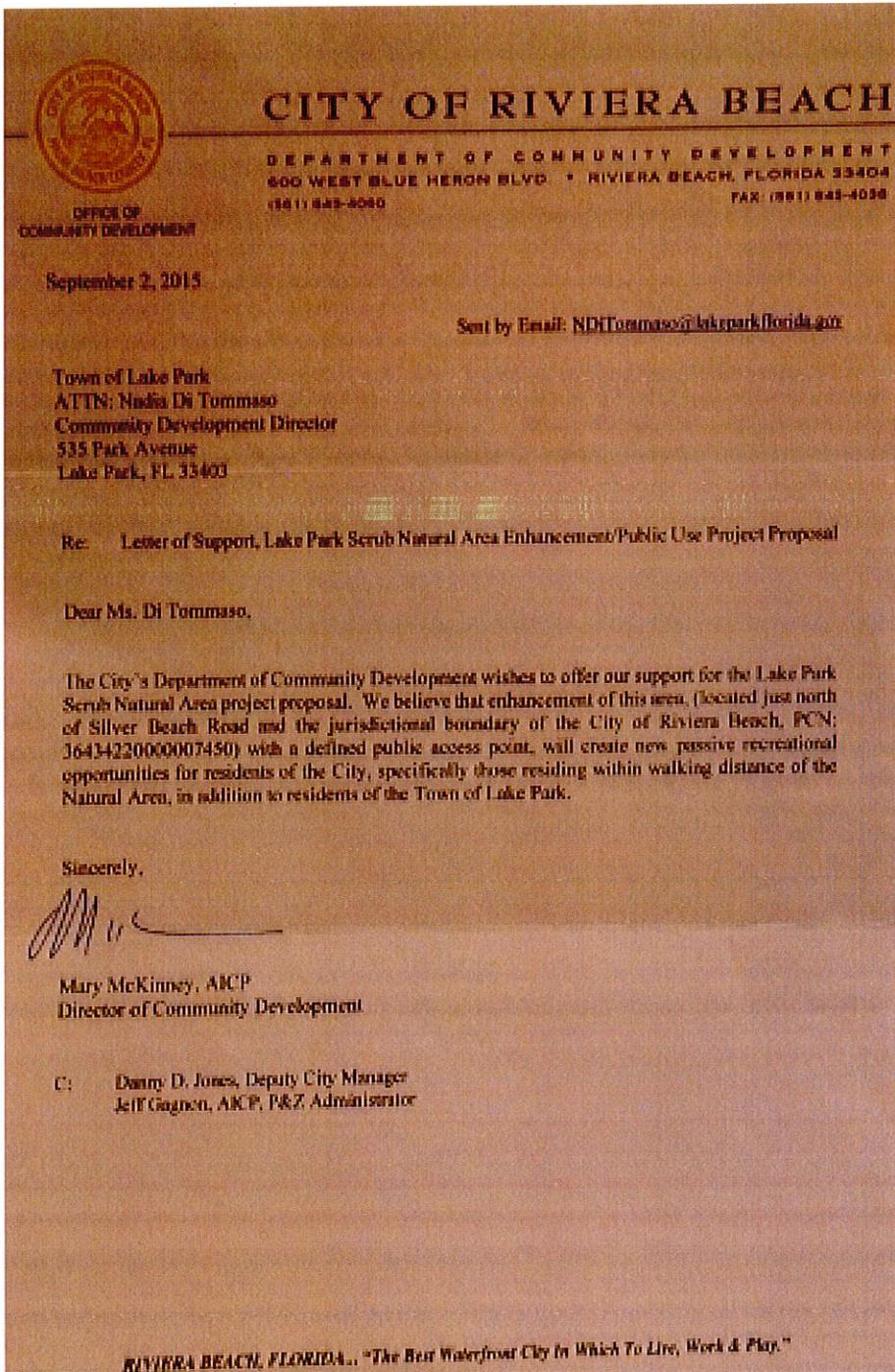
**SECURITY AND HOURS:** The Palm Beach County Sheriff's Office (Lieutenant Vassalotti) reviewed the proposal and indicated that all looks good and their Wild Lands Unit has been contracted with PBC for adequate patrolling throughout the site when the improvements are completed. The hours of the area will remain from sunrise to sunset (unless a special permit is granted by the County for a Boy Scout night hike, for example).

**SIGNAGE:** A two-side entrance sign will be placed near the fence line at the driveway entrance (4 feet tall by 6 feet wide). An additional Florida Communities Trust acknowledgement sign (2 feet tall by 6 feet wide) is proposed immediately underneath the entrance sign plate. They will mirror these sample images from other natural areas and these signs (identifying County sites and related-activities) are exempt from Town Code signage permit requirements:

**(SAMPLE)**



**NEIGHBORING JURISDICTION REVIEW:** The City of Riviera Beach reviewed the application and issued a letter of support to the Town:



**PLANNING & ZONING BOARD RECOMMENDATIONS AT THE SPECIAL CALL SEPTEMBER 14, 2015 MEETING (a copy of the minutes are enclosed):**

**MOTION #1-** Made by Vice-Chair VonUnruh and **died** for lack of a second. It included: **APPROVAL** with the original conditions proposed by staff, but eliminating condition #4 and including language to condition #3 that explains the electronic gate will be installed by Palm Beach County, but maintained by the Town...and the following additional conditions: àPrior to construction, staff shall consult with its Engineer to determine/analyze safety measures to the entrance and incorporate those recommendations made by the Town's Engineer in the Site Plan, for which PBC would be responsible to fund; àthe Site shall have adequate signage and signalization alerting motor vehicles of the upcoming entrance/driveway approach to the Scrub Area along Silver Beach Road.

**MOTION #2-** Made by Board Member Lynch, and **failed** on a 2-2 vote. In included: **APPROVAL** with the original conditions proposed by Staff, leaving conditions #1, #2, and #5 as-is and modifying condition #3 to explain that the electronic gate will be installed by Palm Beach County and maintained by the Town; condition #3 provide a contingency whereby the issue should be re-examined by the Town's Engineer to determine the necessity of the ADA connection; and additional conditions #6 and #7 should be added as follows: #6-ingress/egress from Silver Beach Road should be evaluated/studied by the Town's Engineer to possibly consider a deceleration lane, and #7-an additional evaluation on possible signage and signalization alerting motorists of the upcoming driveway approach to the Scrub Area should be performed by the Town's Engineer.

**MOTION #3-** Made by Chair Thomas (who passed her gavel), and **PASSED** on a 4-0 vote. It included: **DENIAL** of the application and a recommendation that the Town and the County jointly write a letter to FCT requesting an extension to build the parking lot until which time a reasonable expectation for the construction of the parking lot and associated plan can be submitted.

**STAFF RECOMMENDATION**

**APPROVAL with the following conditions of approval:**

- (1) Prior to the issuance of a development permit, the Owner (County) shall submit an updated copy of the management plan addressing the public use facilities language and figures; the proposed Silver Beach Road parking lot location and *future* Park Avenue extension/Joule Road secondary parking lot location (which is still required); and updated cost figures for the related maintenance costs referenced in the existing management plan. The secondary Park Avenue/Joule Road parking lot plans shall be subject to the approval of the Planning and Zoning Board and Town Commission.

- (2) This Owner shall develop the site consistent with the following plans:
- ➔ Title Sheet, Notes & Details, Overall Site Plan, Plans and Profiles, Signing and Striping, and Structural Drawings, as Sheet No. 1, 2-3, 4, 5-7, 8, and S1.0-S7.2, respectively, signed and sealed on 6-5-15 (No. 2-3, 5-7, 8) by Jeff Trompeter, Engineer of Record, and on 5-19-15 by Jeffrey R. Bergman, Structural Engineer of Record, all of which was received and dated by the Department of Community Development on 07-13-15.
- (3) The Owner shall install an automated entrance gate as the Silver Beach Road entrance with a timer. The Town will be responsible for the maintenance of the automated entrance gate.
- (4) The Owner shall revise the Site Plan to include an ADA connection to the external entrance on Silver Beach Road and coordinate the connection with the Roadway Construction Division of the County's Engineering Department [who is handling the future design plans for the Silver Beach road improvements.
- (5) The County shall provide eastbound and westbound signage and/or signalization measures on Silver Beach Road to alert motorists to the entrance to the Site's parking area on Silver Beach Road. A letter from the Palm Beach County Engineer certifying that the incorporated measures ensure entrance safety shall be submitted to the Community Development Department prior the issuance of a development permit. Final installation of required signs/signalization is required by the final inspection.
- (6) Prior to the issuance of a development permit, the County shall participate in a pre-construction meeting with Town's Community Development Department staff and its consulting Engineer. At least five working days before the pre-construction meeting, the County shall submit the following items to the Town:
- (a) A Maintenance of Traffic Plan (MOT) for the driveway connection and associated work within the Palm Beach County Right-of-Way of Silver Beach Road.
  - (b) A copy of the Driveway Connection Permit (Roadway Alteration Permit) received from the Palm Beach County Engineering Department for work within the Palm Beach County Right-of-Way.
  - (c) Certification from the County's Engineer of Record on their final review and final approval of both the Engineering Plans and Structural Plans following construction.
  - (d) Plans and details for the proposed construction entrance to minimize/eliminate the tracking of dirt and debris offsite and into the Palm Beach County Right-of-Way.
- (7) **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an Owner or an Applicant to reimburse the Town within the 10 day time period may result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order.



Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbcgov.org/erm

■  
Palm Beach County  
Board of County  
Commissioners  
Shelley Vana, Mayor  
Mary Lou Berger, Vice Mayor  
Hal R. Valeche  
Paulette Burdick  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

**Community**

**JUL 13 2015**

**Development**

July 9, 2015

Nadia Di Tommaso, Community Development Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

Dear Ms. Di Tommaso:

**SUBJECT: APPLICATION FOR CONSTRUCTION PERMIT AT  
LAKE PARK SCRUB NATURAL AREA**

Palm Beach County Department of Environmental Resources Management (ERM) is in receipt of your email correspondence of July 1, 2015 regarding the construction of the Public Use Facilities at Lake Park Scrub Natural Area. As per your request, you will find attached to this letter: the Building Permit Application Form, the Contractor's Registration Application and Permit Authorization Form, a copy of the construction plans, the purpose of the project, the reasoning behind the selected entrance location and a revised Figure 6 from the proposed Lake Park Scrub Natural Area Management Plan revisions showing the future Public Use Facility locations.

The purpose of this project is to construct Public Use Facilities, including a 5 car/1 bus parking area, a concrete nature trail, a wildlife observation platform and at grade hiking trails, to provide safe access to the natural area for passive recreational purposes. Additionally, this project is required so that ERM and the Town of Lake Park can satisfy the terms and conditions of our agreements with Florida Communities Trust (FCT).

On May 22, 2013, I sent a letter to Mr. Dale Sugarman, Ph.D., who at the time was Town Manager, detailing the reasoning behind the selected entrance location off of Silver Beach Road. Attached is a copy of that letter.

ERM will be issuing a Work Order to Wynn & Sons Environmental Construction Co., Inc. for the construction of these facilities once we receive the permits from the Town of Lake Park. Once the Work Order is approved by Palm Beach County's Board of County Commissioners, we expect that all construction activities will be completed within 6 months.

Ms. Nadia Di Tommaso

Page 2

July 9, 2015

ERM looks forward to the opening of the Public Use Facilities at Lake Park Scrub Natural Area so that we can share this remarkable property with the visitors and residents of Lake Park and Palm Beach County. Please confirm with us the dates and locations of any meetings that you would like us to attend. If you have any additional questions, please contact me at 561-233-2400 or Mr. Kraig Krum at 561-233-2527 or [kkrum@pbcgov.org](mailto:kkrum@pbcgov.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Robbins", written over a horizontal line.

Robert Robbins, Director  
Environmental Resources Management

RR:kk

Enclosures (5)



Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2015

Agenda Item No. Tab 13

**Agenda Title:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ACCEPTING A SPECIAL WARRANTY DEED AND BILL OF SALE FROM CONGRESS AVENUE PROPERTIES, LTD., CONVEYING PARCEL C OF THE PLAT OF CONGRESS BUSINESS PARK FOR RIGHT OF WAY PURPOSES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE BILL OF SALE WHICH GRANTS TO THE TOWN THE IMPROVEMENTS THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_ READING
- RESOLUTION
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 9-23-15

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

<b>Originating Department:</b> Community Development	Costs: \$ -- Funding Source: N/A Acct. # <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	<b>Attachments:</b> → Resolution 40-10-15 → Special Warranty Deed → Bill of Sale → Copy of As-Builts (Attachment "A" to Bill of Sale)
<b>Advertised:</b> Date: 09-04-2015 Paper: Palm Beach Post <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 <u>ND</u> or Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

The Park Avenue extension roadway portion immediately adjacent to the Congress Avenue Business Park PUD has been built by the private property owner and is now being conveyed to the Town through a Special Warranty Deed and Bill of Sale. The Town's consulting Engineer walked the site and performed routine and final inspections and has issued a letter of acceptance. The Town Attorney has reviewed the Special Warranty Deed, Bill of Sale and prepared the enclosed Resolution. Once conveyed, the roadway will become a public roadway and while the Town is required to maintain it, it is the newest roadway in Town and will not require very much maintenance for quite some time. It will serve as the initial segment to the Park Avenue extension road which is envisioned to connect Park Avenue to Congress Avenue.

**Recommended Motion:** I MOVE TO APPROVE RESOLUTION 4010-15.



Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2015

Agenda Item No. Tab 14

**Agenda Title:** Establishing a Date for an Executive Session to Discuss the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2015 to September 30, 2018

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 9-21-15  
*[Signature]*  
 Name/Title HUMAN RESOURCES DIRECTOR

<b>Originating Department:</b>  Human Resources	<b>Costs: \$ -0-</b> Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> None
<b>Advertised:</b> 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.	<b>Yes I have notified everyone</b> <u>BMT</u> or Not applicable in this case ____  <b>Please initial one.</b>

**Summary Explanation/Background:**

The current collective bargaining agreement (the "Agreement") between the Town of Lake Park and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) (the "Union") is due to expire on September 30, 2015. An Agreement for the period of October 1, 2015 to September 30, 2018 was collectively bargained by the Town with the Union. The purpose of this agenda item is to establish a date pursuant to F.S. 447.605 for an Executive Session to be established to discuss such Agreement with the Commission.



*Exhibit "F"*

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2015

Agenda Item No. *Tab 15*

Agenda Title: Resolution to Amend the Town of Lake Park Uniform Classification System to Revise the Job Description for the Position of Harbor Marina Director

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: *9-23-15*

*[Signature]*  
Name/Title *HUMAN RESOURCES DIRECTOR*

<p><b>Originating Department:</b> Human Resources</p>	<p>\$ 21,962 change in the minimum; \$22,759 change in the maximum of the salary range for this position</p> <p>Funding Source: Budget</p> <p>Acct. # 800-11000</p> <p><input checked="" type="checkbox"/> Finance <u><i>BKR</i></u></p>	<p><b>Attachments:</b> Resolution; <i>4/10-15</i> and, Revised Harbor Marina Director Job Description in Redline Format</p>
<p><b>Advertised:</b> Date: _____ Paper: _____ <input checked="" 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 _____ or <b>Not applicable in this case</b> <b><u>BMT</u></b> Please initial one.</p>

**Summary Explanation/Background:**

Currently, a job description exists in the Town of Lake Park Uniform Classification System entitled Harbor Marina Director. Such job description sets forth as the minimum requirements the possession of a minimum of five (5) years of demonstrated professional experience as a marina manager which includes the complete operation and maintenance of a marina with 100 or more slips; a Bachelor's Degree from an accredited college or university majoring in business, accounting, public administration or related field preferred but not required; and Certified Marina Manager (CMM) also preferred but not required.

The Lake Park Harbor Marina is an enterprise fund of the Town of Lake Park in that its income should be derived solely from its operation. As such, and even though it is a municipally operated marina, the Lake Park Harbor Marina needs to be managed and operated based upon sound business concepts and is in need of a Harbor Marina Director who has significant business management experience and expertise as well as the demonstrated professional experience as a marina manager.

The purpose of this agenda item is three-fold. First, it is to revise this job description to update the minimum requirements to provide that the possession of a minimum of five (5) years of demonstrated professional experience as a marina director which includes the complete operation and maintenance of a marina with 100 or more slips and a Bachelor's Degree from an accredited college or university majoring in business, accounting, public administration or related field are required; that a Master of Business Administration or related field is preferred; and Certified Marina Manager (CMM) is preferred.

Second, the purpose of this agenda item is to increase the annual salary range for this position from \$51,875.20 to \$80,516.80 to \$74,877.00 to \$104,877.00.

Third, the purpose of this agenda item is to change the position title from Harbor Marina Director to Marina Director.

A copy of the revised Harbor Marina Director job description is attached in redline format.

**Recommended Motion:** I move to adopt Resolution 41-10-15 .

# TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2015

Agenda Item No. *Tab 3*

Agenda Title: Visioning Workshop meeting minutes of October 7, 2015

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

Approved by Town Manager *J. D. Cifuentes* Date: *10/16/15*

*Vivian Mendez - Town Clerk*

Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Agenda meeting minutes Exhibit "A"</b>
<b>Advertised:</b> 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><i>V.M.</i></u> <b>Please initial one.</b>

Summary Explanation/Background:

Recommended Motion:

To approve the Visioning Workshop meeting minutes of October 7, 2015.



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Visioning Workshop  
Wednesday, October 7, 2015,  
Immediately Following the  
Regular Commission Meeting,  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
<b>Kathleen Rapoza</b>	—	<b>Commissioner</b>
.....		
<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Town Clerk</b>

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. DISCUSSION

Continuing the Visioning Process

- Capital Improvement Plan
- Palm Beach County 5-year Roadway Improvement Plan
- June 26, 2013 Workshop Meeting Minutes
- January 21, 2015 Workshop Meeting Minutes

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. ADJOURNMENT:

Next Scheduled Visioning Workshop will be held on Wednesday, November 4, 2015



**Minutes**  
**Town of Lake Park, Florida**  
**Visioning Workshop**  
**Wednesday, October 7, 2015, 9:17 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Visioning Workshop on Wednesday, October 7, 2015 at 9:17 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance during the Regular Commission meeting earlier in the evening.

**DISCUSSION:**

**Continuing the Visioning Process**

- **Capital Improvement Plan**
- **Palm Beach County 5-Year Roadway Improvement Plan**
- **June 26, 2013 Workshop Meeting Minutes**
- **January 21, 2015 Workshop Meeting Minutes**

Town Manager D'Agostino explained the item (see Exhibit "A"). He stated that included in the agenda packet were a list of staff's visions and Commission visions for the Town. He suggested that the Commission review the lists and provide a list of their priorities so that he and Vice-Mayor Glas-Castro could provide the list to Florida State Senator Jeff Clemens during a meeting that was scheduled in November. He asked the Commission to keep in mind what they would like the Town to look like over the next 10 years when developing their list of priorities. He asked the Commission if they envisioned a Town that was diverse and if so, then how could they unite the Town and engage the residents. He reminded the Commission that the vision of the Town was not project specific. He stated that surrounding areas could be annexed, such as west of the C-17 Canal. He explained that the County was very interested in helping to annex certain areas surrounding the Town. He explained that mixed-use development would be beneficial. Mayor DuBois asked if during the meeting with Senator Clemens would funding request for drainage improvements for Lake Shore Drive be requested. Town Manager D'Agostino stated that he would request funding for that project. Commissioner O'Rourke ask for the Park Avenue train station to be included in the funding request. Mayor DuBois suggested that area visioning should be considered because the Town has several area that need improvements. Town Manager D'Agostino explained that there are two steps in the process; one would be for the Commission to consider the overall vision of the Town, second would be the vision for the specific areas. He stated that once the vision were established for the Town then staff would work on a strategic plan for bringing the vision forward. He reminded the Commission that each year the Commission would need to fund the strategic plan in order for the vision to be completed. He stated that the strategic plan could not be created and then sit on a shelf.

Commissioner Rapoza recapped by reminding the Commission that a list of priorities were being requested from each member to be given to the Town Manager and then staff would present that list to Senator Clemens during their meeting. Town Manager D'Agostino asked that the Commission to provide a list of their priorities before the next Commission meeting and then he would compile the list and bring it back before the Commission under Town Manager comments.

**PUBLIC COMMENT:**

**None**

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner O'Rourke and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 9:35 p.m.

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Mayor James DuBois

---

Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2015



Town of Lake Park Town Commission

*Exhibit "A"*

Agenda Request Form

Meeting Date: October 7, 2015

Agenda Item No.

Agenda Title: Priorities Workshop

- SPECIAL PRESENTATION/REPORTS     CONSENT AGENDA  
 BOARD APPOINTMENT     OLD BUSINESS  
 PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING  
 NEW BUSINESS  
 OTHER: Discussion

Approved by Town Manager *J. D'Agostino* Date: 9-23-15  
John O. D'Agostino, Town Manager

Name/Title

<p><b>Originating Department:</b>  Town Manager</p>	<p>Costs: \$ 0          Funding Source:          Acct. #  <input type="checkbox"/> Finance  <u>N/A</u></p>	<p><b>Attachments:</b> None</p> <ol style="list-style-type: none"> <li>1. January 21, 2015 Visioning Workshop meeting minutes</li> <li>2. Ordinance 14-2014</li> <li>3. Lake Park Capital Improvement Schedule.</li> <li>4. County Road Improvement 5 Year Plan.</li> <li>5. <i>June 26, 2013</i> Commission. Workshop Minutes.</li> </ol>
<p><b>Advertised:</b>          Date: _____          Paper: _____  <input checked="" 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 _____          OR          Not applicable in this case <i>JOD</i>  <b>Please initial one.</b></p>

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### **Summary Explanation/Background:**

The information below represents visioning topics discussed at the June 26, 2013 Town Commission Workshop and a senior staff meeting held several weeks ago at the request of the Town Manager. The purpose of the Senior Staff Meeting was to brainstorm ideas to be included for discussion purposes with the Town Commission at an upcoming meeting. The visioning session should be designed to facilitate a broad discussions about the direction, makeup, composition and development of the Town of Lake Park for the next ten to twenty years. What is your vision for Lake Park over the next decade or two? The action steps to realize this vision will become the strategic plan for the Town. Discussion should **NOT** focus on project specific issues, but rather on the broad vision and direction for the community-at-large. The Strategic Plan is designed to implement the vision. Town resources must be committed to implementing the action steps necessary to implement the plan.

### **Senior Staff's vision for the Town:**

- ✓ Create more business activity along Park Avenue, 10<sup>th</sup> Street and Old Dixie Highway
- ✓ Community Redevelopment Agency (CRA) District should consider extending its boundary, if a Finding of Necessity is justified, to encompass the northern segments of Old Dixie Highway and 10<sup>th</sup> Street, which includes the Cariello's Plaza.
- ✓ Development of a Marketing Plan that establishes Lake Park as a Multi-Cultural, ethnically diverse and welcoming community. The Marketing Plan must establish an identity for Lake Park. Implement a multi-cultural festival, food and entertainment activities on Park Avenue.
- ✓ Establish geographic identity for the Community.
- ✓ Park Avenue Extension
- ✓ Annexation of industrial land contiguous to Lake Park, west of Walmart.
- ✓ Establish Lake Park as an Amenity Driven Municipality.
- ✓ Community Center/Community Gathering Place
- ✓ Mixed-Use along Federal Highway.
- ✓ Review Code to Create Higher Density/Intensity development in areas of the Town that make sense.
- ✓ Understand why businesses are leaving Lake Park and create a strategy to retain existing businesses and attract new businesses to Lake Park.
- ✓ Network with all businesses in the Town.
- ✓ Brownfield site designation for the 5.4 acres on the north side of Silver Beach Road, known as Thousand Parks.
- ✓ Assist in the creation of Neighborhood Associations, Downtown Associations to engage residents and business owners in local government.
- ✓ Assist in the creation of an Industrial Development Board for Industrial Businesses in Lake Park.
- ✓ Engage the Community by hosting neighborhood/district meetings in unique areas of Town.
- ✓ Celebrate diversity by attracting unique and culturally diverse restaurants to Park Avenue.
- ✓ Attract Millennials to the Downtown by creating open air café's, unique dining experiences, micro-brew pubs and entertainment venues, including artist loft apartments or condominiums, thereby creating a live/work/play environment, similar to the Mixed-Use strategy for Federal Highway

- ✓ Given our geographic size and our grid network street pattern, enhance walkability through integrating various techniques in town. Consider establishing bike lanes, where appropriate, in Town. Repair, install and link (as needed) all sidewalks in Town.
- ✓ Enhance walking trails internal to the existing open air parks in Town.
- ✓ Promote Yacht and Marine related businesses to the industrial areas to complement the existing Marina and create a niche market.

### **Discussion Items at the Last Visioning Session with The Town Commission**

- ✓ "Provide quality governmental services to Lake Park Residents, families and businesses through transparent participatory processes." *Vice Mayor Castro*
- ✓ Need to engage both staff, residents and business owners in a participatory visioning process. *Mayor DuBois.*
- ✓ Commission has a responsibility to move the vision forward through their interaction with members/stakeholders in the community. *Commissioner Rapoza*
- ✓ Mayor DuBois does not want to point out the Town's deficiencies publically.
- ✓ To become what the Town used to be is not a positive message for Lake Park. Preference should be given to the Town's ability to re-emerge. *Commissioner O'Rourke*
- ✓ The Commission discussed meetings that are happening in the community, where to have meetings, and how often to have the meetings.
- ✓ Mayor DuBois suggested that a group list be created with information about organizations within Lake Park with information about membership and meeting dates (*Why not place list on the Town Website?*)
- ✓ Creation of a Communication Plan that seemed to be a consensus amongst the Commission. *Commissioner O'Rourke*
- ✓ Commissioner O'Rourke's publication on Lake Park. He would like to use the publication as a tool of engagement with residents of the Town.
- ✓ Commission discussed how to engage the community and community organizations.
- ✓ Commission discussed the Project Planning List and the need to establish priorities from the list.
- ✓ **AREA's Of Consensus:**
  1. Western Expansion and Industrial Area Planning.
  2. Streets and Road Improvements including Lake Shore Drive, lighting and commuter rail service from Lake Park.
  3. Community Outreach and Communication
- ✓ Vice Mayor Castro suggested making a project-planning list and provide an opportunity for residents and businesses owners to weigh-in on the priorities.
- ✓ Mayor DuBois suggested and the Commission concurred that Treasure Coast Regional Planning Council should be invited to participate in a workshop regarding the western expansion and development. The workshop would address Master Planning for Transit, Land Use, 5-year Roadway Improvement Plan and drainage associated with such improvements. Also review scrub area conservation land. The Commission directed that the appropriate organizations and stakeholders be invited to attend and to participate in the workshop. The objective of the workshop would be to provide a scope and scale of the projects to serve as a general discussion.
- ✓ The Commission discussed roadway, drainage, sidewalk and storm water improvement and maintenance.

### **January 21, 2015 Continuation of Visioning Workshop**

- ✓ Noise Levels at parks, during events and throughout the Town.
- ✓ Western Improvements, Road Projects, Railroad transit station and Water Utilities.
- ✓ Bostrom Park Improvements
- ✓ Marina/US 1 Mixed Use Corridor.
- ✓ Silver Beach Road
- ✓ Park Avenue Extension
- ✓ Utilization of Lake Shore and Kelsey Park
  - Dog Park
  - Amphitheatre
- ✓ CRA/Park Avenue Downtown District

At the end of the Commission discussion, a second meeting date maybe desired. The second meeting may or may not include Treasure Coast Regional Planning Council to assist the Town in the development of a Master Plan from the visioning session held this evening and the two previous visioning sessions held on June 26, 2013 and January 21, 2015.

The Treasure Coast Regional Planning Council could assist the Town to move the vision forward through the development of a Strategic Plan that encapsulates the vision of Lake Park.

**Recommended Motion:** Move to establish the next workshop meeting.

# **New Business**

# TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2015

Agenda Item No. *Tab 4*

Agenda Title: Resolution No. *42-10-2015* Authorizing Execution of an Agreement between the Town of Lake Park and CPZ Architects, Inc. for Architectural & Engineering Services in Response to RFP No. 104-2015

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: *10/6/15*

Richard Pittman/ Project Manager *[Signature]*  
Name/Title

<b>Originating Department:</b> Public Works	<b>Costs:</b> Not to exceed \$59,000 <b>Funding Source:</b> FY 16 CDBG <b>Acct. #</b> 301-63818 <input checked="" type="checkbox"/> Finance <i>BKR</i>	<b>Attachments:</b> Resolution No. <i>42-10-15</i> Contract with Exhibits Advertisement
<b>Advertised:</b> <b>Date:</b> 05/31/2015 <b>Paper:</b> Palm Beach Post <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.	<b>Yes I have notified everyone</b> <i>RPD</i> or Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:** On September 16<sup>th</sup> CPZ Architects, Inc. workshopped with the Commission the design concepts and estimated costs associated with the Kelsey and Lake Shore Park restrooms and tennis court lighting improvements. Estimated costs and Commission direction concluded that a new restroom building in Lake Shore Park and tennis court lighting improvements would most likely not be fully funded by the Fiscal Year 2016 Community Development Block Grant. The result of the workshop identified the scope of the project going forward based on budget estimates. The direction to CPZ Architects was to design the Kelsey Park restroom improvements and design a renovation of the existing

restroom in Lake Shore Park in lieu of a new restroom. Funding options for tennis court lighting will need to be identified.

Town staff has negotiated an agreement with CPZ Architects, Inc. for the design and specifications of a new ADA compliant restroom building in Kelsey Park including demolition of two buildings, design and specification of renovation of the existing restroom in Lake Shore Park to be ADA compliant, design and specification of tennis court lighting. The agreement also includes a fee for bidding phase services and an allowance for survey and geotechnical engineering known to be needed during design. Construction phase services are allotted up to \$10,000. The total fee is anticipated not to exceed \$59,000.

As previously stated, design and specifications for the tennis court lighting improvements is included in the contract in the amount of \$2,000. It is recommended that this service be included in the contract even though construction of tennis court lighting may not be constructed until full funding is identified.

The agreement was submitted to the Palm Beach County Department of Economic Sustainability on September 30<sup>th</sup> for their review and approval.

The agreement includes a time of completion for design and specifications by January 1, 2016 which corresponds to the grant time schedule.

Resolution No. 42-10-2015 authorizes execution of an agreement with CPZ Architects, Inc. for architectural and engineering services associated with RFP No. 104-2015, Kelsey and Lake Shore Park Restrooms and Tennis Court Lighting.

**Recommended Motion:** Approval of Resolution No. 42-10-2015 is recommended.

**RESOLUTION NO. 42-10-15**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN AGREEMENT FOR ARCHITECTURAL/ENGINEERING SERVICES BETWEEN THE TOWN OF LAKE PARK, FLORIDA AND CPZ ARCHITECTS, INCORPORATED PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on May 31, 2015, the Town of Lake Park advertised a Request for Proposal for Architectural/Engineering services associated with improvements at Kelsey and Lake Shore parks, RFP No. 104-2015, and

**WHEREAS**, on June 30, 2015 at 11:00 A.M. all proposals were duly opened, and

**WHEREAS**, the Town of Lake Park received proposals from three (3) architectural consulting firms interested in performing architectural/engineering services, and

**WHEREAS**, the Public Works Director, the Information Technology Director, the Public Works Project Manager, and the Capital Projects Administrator for Seacoast Utility Authority, forming the evaluation committee, numerically scored each firm's proposal, and

**WHEREAS**, on July 16, 2015, at 10:00 P.M. each committee member's numerical score of each firm was tallied resulting in the architectural firm of CPZ, Architects, Incorporated receiving the highest ranking, and

**WHEREAS**, on August 5, 2015, the Town Commission authorized the negotiation of a contract with CPZ Architects, Inc., and

**WHEREAS**, on September 16, 2015 CPZ Architects presented design concepts of the proposed project and associated cost estimates to the Town Commission, and

**WHEREAS**, negotiation with CPZ Architects, Inc. has resulted in an agreement with CPZ, Architects, Inc. to perform architectural / engineering services associated with the requirements of RFP 104-2015.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida

**Section 1:** To enter in to an agreement with CPZ Architects, Inc. for Architectural / Engineering Services in response to RFP 104-2015.

**Section 2:** The appropriate Town officials are authorized to execute all necessary documents effectuate the intent of this Resolution.

**Section 3:** This Resolution shall take effect upon its adoption.

**PROFESSIONAL SERVICES  
CONTRACT BETWEEN THE TOWN OF LAKE PARK  
AND  
CPZ ARCHITECTS, INC.**

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Lake Park, a public corporation of the State of Florida, hereinafter designated as the “the Town” and CPZ Architects, Incorporated, a State of Florida Corporation, FEID Number 57-1140055 hereinafter designated as “the CONSULTANT”.

**WITNESSETH THAT:**

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the TOWN has publicly announced its desire to procure professional services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

WHEREAS, the CONSULTANT has responded to the TOWN’S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Commission has determined that the CONSULTANT can provide professional services to the TOWN in the most cost effective and efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget which are available for the funding of ARCHITECTURAL/ENGINEERING SERVICES - KELSEY and LAKE SHORE PARK RESTROOMS & TENNIS COURT LIGHTING IMPROVEMENTS as described in RFP # 104-2015; and

WHEREAS, on October 21, 2015, the Town enacted Resolution No. \_\_\_\_\_, approving an Agreement with the CONSULTANT for Architectural/Engineering Services-Kelsey & Lake Shore restrooms & Tennis Court Lighting Improvements

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the flowing from each to the other do hereby agree as follows:

## **SECTION 1. STATEMENT OF WORK, SERVICES AND PERFORMANCE:**

**1.1** The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services outlined in RFP No. 104-2015 Architectural/Engineering Services-Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting Improvements as modified as directed by the Town Commission on September 16 as identified in Exhibit "A" "Revised Scope of Work" attached herewith plus the architectural and engineering services included in the Consultant's proposal attached as Exhibit "B".

**1.2** In the performance of Architectural/Engineering services, the CONSULTANT will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT will use due care in performing its services and will have due regard for acceptable architectural and engineering standards and principles. CONSULTANT'S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

**1.3** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

**1.4** Adjustments of compensation and/or contract time because of any on-going or supplemental work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith. Supplemental agreements may in the form of change order, Town issued purchase order or execution of Consultant's letter of proposal.

**1.5** All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Town will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.

## **SECTION 2. FEES FOR SERVICES**

**2.1** CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a breakdown of each task performed. Work product requiring correction due to CONSULTANT'S error or omission shall be accomplished at no cost to the TOWN.

**2.2** CONSULTANT shall assign all work for which there is an "allowance" also known as a cost recovery account, at the hourly rates set forth in **Exhibit "B.", Architectural & Engineering Design Proposal for Kelsey & Lake Shore Park Improvements.** Any amounts assigned to cost recovery accounts will be credited against the recovery fee amounts.

**2.3** TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the

requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement. Invoicing shall be submitted on the standard AIA document.

**2.4** Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud of reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by the Town.

**2.5** CONSULTANT shall be entitled to reimbursement for actual out-of-pocket expenses for copying, telephone, faxes, pre-approved courier services and other approved reimbursables, as identified in Exhibit "B".

### **SECTION 3. TIME OF COMPLETION**

**3.1** The scope of work as identified in Exhibits "A" & "B" requires completion prior to January 1, 2016 in order to meet the Community Development Block Grant time lines. Failure to meet this deadline may result in the default of the grant requirements and therefore result of TERMINATION as defined in Section 4.

### **SECTION 4. TERM/TERMINATION**

**4.1** The TERM OF AGREEMENT shall commence on the date that is fully executed by all parties and shall continue in full force and effect for a period not to extend beyond January 1, 2017 which is the CDBG construction completion date.

**4.2** TERMINATION-Without Cause- This Agreement may be terminated by TOWN for any reason or no reason upon Sixty (60) calendar day written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

**4.3** TERMINATION-With Cause- This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminate by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to the termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provision of Section 4.2 shall apply.

**4.4** TERMINATION-Transfer of Ownership- This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

**4.5** Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys sketches, plans and reports in its possession.

## **SECTION 5. DEFAULT**

**5.1** An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**5.2** In the event CONSULTANT fails to comply with the provision of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen (15) calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 4.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time pursuant to Section 4 above, and its right for damages under Section 5.3.

**5.3** In the Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

**5.4** The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other right and remedies available to the TOWN in law or in equity.

## **SECTION 6. POLICY OF NON-DISCRIMINATION**

6.1 CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

## **SECTION 7 DRUG FREE WORKPLACE**

7.1 CONSULTANT shall maintain a Drug Free Workplace.

## **SECTION 8. INDEPENDENT CONTRACTOR**

8.1 CONSULTANT is an independent contractor under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

## **SECTION 9. ASSIGNMENT**

9.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

## **SECTION 10. CONFLICTS OF INTEREST**

10.1 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

## **SECTION 11. INDEMNIFICATION**

11.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

11.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees

with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 12, Insurance.

11.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

## SECTION 12. INSURANCE

12.1 The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONSULTANT for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and all subcontractors. EMPLOYERS LIABILITY LIMITS shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.
- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million (\$1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.
- c. PROFESSIONAL LIABILITY INSURANCE in the minimum amount of \$1,000,000 per occurrence
- d. BUSINESS AUTO LIABILITY with minimum limits of one million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of

any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

**12.2** The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.

**12.3** All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

**12.4** The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

**12.5** Violation of the terms of this Section 13 and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

### **SECTION 13. COSTS AND ATTORNEY'S FEES**

**13.1** If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

### **SECTION 14. NOTICES**

**14.1** Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

**FOR CONSULTANT:** Christopher P. Zimmerman, AIA, President  
CPZ Architects, Inc.  
4316 West Broward Boulevard  
Plantation, Fl. 33317 Tel. (954) 792-8525

**FOR TOWN:** John O. D'Agostino, Town Manager  
Town of Lake Park  
535 Park Avenue, Lake Park, Fl. 33403  
Tel. (561) 881-3304 Fax. (561) 881-3314

**With Copy to:** Thomas J. Baird, Esquire  
Town Attorney  
4741 Military Trail, Suite 200  
Jupiter, Fl. 33458  
Tel. (561) 650-8233

## **SECTION 15. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE**

**15.1** Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

**15.2** Rights in Data. The TOWN shall have the full right to use drawings and specifications developed under this agreement for any official purpose permitted under Florida Statutes, including making it available to the general public.

**15.3** Copyrights. No data developed and or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. Consultant shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

**15.4** If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

## **SECTION 16. SUBCONSULTANTS**

**16.1** Sub consultants, if substituted different from those noted in the response to the RFP will be subject to the prior written approval of the Town Manager.

## **SECTION 17. COMPLIANCE WITH LAWS**

**17.1** CONSULTANT shall fully obey and comply with the current applicable laws, ordinances and administrative regulations duly made in accordance therewith, which are applicable to the services performed under the terms of this Agreement.

## **SECTION 18. TRUTH-IN NEGOTIATIONS CERTIFICATE**

**18.1** Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

## **SECTION 19. OWNERSHIP OF DOCUMENTS**

**19.1** CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his/her sole discretion.

## **SECTION 20. AUDIT AND INSPECTION RIGHTS**

**20.1** The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

**20.2** The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

## **SECTION 21. WARRANTIES OF CONSULTANT**

**21.1** The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

## **SECTION 22. PUBLIC RECORDS**

**22.1** CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN. Should the Town be subject to litigation as a result of the CONSULTANT's refusal to timely provide public records or to provide them at all, the CONSULTANT agrees to hold harmless and

indemnify the Town from any damages, including attorney fees and costs associated with the litigation.

### **SECTION 23. NO CONTINGENT FEES**

**23.1** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

### **SECTION 24. GOVERNING LAW; CONSENT TO JURISDICTION**

**24.1** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida.

### **SECTION 25. HEADINGS**

**25.1** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

### **SECTION 26. SEVERABILITY**

**26.1** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

### **SECTION 27. CONFLICT**

**27.1** In the event of a conflict between the terms of this Agreement and any terms or conditions in any attached documents, the terms in this Agreement shall prevail.

### **SECTION 28. BINDING AUTHORITY**

**28.1** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

### **SECTION 29. SURVIVAL OF PROVISIONS**

29.1 Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforced by either party.

### **SECTION 30. ENTIRE AGREEMENT**

30.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

30.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

### **SECTION 31. WAIVER**

31.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

ATTACH AS **“Exhibit A”** --- Revised Scope of Work per Commission Workshop Held 09/16/15  
ATTACH AS **“Exhibit B”** --- **Architectural & Engineering Design Proposal for Kelsey & Lake  
Shore Park Improvements**  
ATTACHMENTS --- **Required Forms from CPZ response to RFP 104-2015**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND CPZ ARCHITECTS, INC., for ARCHITECTURAL/ENGINEERING CONSULTING SERVICES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 16<sup>th</sup> day of September, 2015; and Christopher P. Zimmerman, President CPZ Architects, Inc., authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

ATTEST:

By: \_\_\_\_\_  
James DuBois, Mayor

\_\_\_\_\_  
Vivian Mendez, CMC, Town Clerk

Approved as form and legality

(TOWN SEAL)

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

(CONSULTANT)  
CPZ ARCHITECTS, INC.

By: \_\_\_\_\_  
Christopher P. Zimmerman  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT “A”**  
**REVISED SCOPE OF WORK**  
**KELSEY/ LAKE SHORE PARKS RESTROOMS AND TENNIS COURT LIGHTING**  
**PER COMMISSION WORKSHOP HELD SEPTEMBER 16<sup>TH</sup>**

- The 1000 s.f. restroom building in Lake Shore Park is to be eliminated
- The existing restroom building in Lake Shore Park is to be renovated to ADA standards:
  1. Two stalls (1 HC) in women’s side if possible
  2. One HC stall and one urinal in men’s side if possible
  3. Utility corridor
  4. Reroof using “S” tile
  5. No air conditioning
  6. Stainless steel fixtures as presented to Commission
  7. Solid plastic partitions with exposure at bottom
  8. Easy to clean wall, floor, partition and ceiling finishes as presented to Commission
  9. Floor drain
  10. Single sink each side outside of HC stall (floor mounted)
  11. Drinking fountain (reg. and HC), chilled water
  12. Solid doors to meet wind code with electronic security latch
  13. Vandal proof push button flush valves, xcelerator hand dryer, ss mirrors
  14. Recessed LED interior lighting, exterior LED light fixture
  15. Glass block in exterior walls as presented to Commission
  
- Kelsey Park-Demolish Two Existing Buildings
  1. Restroom building to be same size (min. 10’ wide storage) and layout as presented to Commission
  2. Roof to be “S” tile
  3. No air conditioning
  3. Stainless steel fixtures as presented to Commission
  4. Solid plastic partitions with exposure at bottom
  5. Easy to clean wall, floor, partition and ceiling finishes as presented to Commission
  6. Floor drain
  7. Single sink each side outside of HC stall (floor mounted)
  8. Drinking fountain (reg. and HC), chilled water
  9. Solid doors to meet wind code with electronic security latch
  10. Vandal proof push button flush valves, xcelerator hand dryer, ss mirrors
  11. Recessed LED interior lighting, exterior LED light fixture
  12. Glass block in exterior walls as presented to Commission
  13. Site work including raising grade at new building location, and site of two demolished buildings
  14. Sanitary sewer connection, water connection, electric power (see RFP plan)
  
- Specifications for tennis court lighting
- Design specifications and drawings incl. bidding phase services
- Construction phase services on hourly as-needed basis



## Exhibit "B" Consultant Proposal

September 24, 2015

Town of Lake Park

Attn.: Mr Richard Pittman, Project Manager  
650 Old Dixie Highway  
Lake Park, FL 33403

**RE: Architectural & Engineering Design Proposal for Kelsey & Lake Shore Park Improvements**

Dear Mr. Pittman:

As requested, please find below the proposal for construction documents for permit, bid, construction and construction administration for the **ADA compliant renovations to the existing restroom building at Lake Shore Park and a new 840 sq. ft. restroom for Kelsey Park.**

### SCOPE

*This work includes construction documents including architectural, civil engineering, landscape architecture, structural, mechanical, electrical, and plumbing drawings for the new restroom buildings referenced in the schematic design proposal and PowerPoint presentations already provided under a separate contract. Drawings will be created for permitting, bidding, and construction. This work includes review sets at 50% CDs, 90% CDs and the permit set. Bidding phase assistance. Tennis Court Lighting Design and specifications*

*Construction administration is included as an allowance and will be billed as an hourly rate on an "as needed" basis.*

### SERVICES & COMPENSATION

#### Schematic Design

*Provided under separate contract*

#### Construction Documents

Perform code research

Develop Owner approved design from previous Schematic Design Phase and prepare Architectural, Civil Engineering, Landscape Architecture, Structural, Mechanical, Electrical, and Plumbing construction documents for building permit.

Respond to building department comments and complete permit revisions as needed.

## CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
200 N. FT. MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957  
(954) 792-8525. FAX (954) 337-0359

WWW.CPZARCHITECTS.COM



Assist the Town with preparation of the schedule of bid items to be included in the Town's boiler plate for bidding & construction contract.

Address contractors request for information (RFI's) during the bidding phase.

**COMPENSATION**

Compensation for architectural and engineering services shall be on a stipulated basis and in accordance with these General Conditions. The following fees include the Architects coordination and overhead on consultant services.

- A. Construction Documents
  - Architectural Services \$22,000.00
  - Structural Engineering \$ 4,000.00
  - Mechanical, Electrical, and Plumbing Engineering and Fire Alarm Drawings \$ 4,500.00
  - Civil Engineering & Landscape Architecture \$ 5,500.00
  - TOTAL \$36,000.00**
  
- B. Design & Specifications for Tennis Court Lighting \$ 2,000.00
  
- C. Bidding Phase Assistance \$ 1,000.00
  
- D. Construction Administration
  - Services during construction are not included and will be billed at the hourly rates as needed (see attached fee schedule).
  - Estimated Allowance \$10,000.00
  
- E. Allowance for Survey \$ 4,500.00
- F. Allowance for Geotechnical Engineering (Soil Borings and Foundation Recommendations) \$ 3,500.00
- G. Reimbursable Allowance \$ 2,000.00
  
- H. Reimbursable expenses will be billed at actual cost and will include the following:
  - 1. Courier Service
  - 2. Printing and Reproduction
  - 3. Fees paid to Municipalities
  - 4. Renderings
  
- I. Additional services not included in the estimate above:
  - 1. Preparation of full As-Built Drawings to be by the Contractor.
  - 2. Extensive investigation of the existing space, mechanical equipment and electrical systems.

**CPZ ARCHITECTS, INC.**

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
200 N. E. MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957

(954) 792-8525. FAX (954) 337-0359

WWW.CPZARCHITECTS.COM



3. Testing during construction (soils and concrete) by the Contractor

J. Compensation for additional architectural/engineering services not included above shall be computed on a per hour basis as follows:

1. Project Principal \$150
2. Project Manager \$125
3. Designer \$100
4. Administrative Support \$ 75
5. Consultants (Structural, Mechanical, Electrical Engineers, etc.) fee to be bill at their cost plus 10%.

**EXCLUSIONS**

*The following items are excluded from this proposal:*

1. Preparation of full As-Built Drawings of existing buildings.
2. Environmental services
3. Cost Estimating

We thank you for the opportunity to offer you these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,  
CPZ ARCHITECTS, INC.

Chris P. Zimmerman, AIA  
President

Accepted on \_\_\_\_\_ 2015.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CPZ ARCHITECTS, INC.**

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
200 N. E. MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957  
(954) 792-8525. FAX (954) 337-0359



**CPZ ARCHITECTS, INC.**

**GENERAL CONDITIONS, JANUARY, 2015**

1. **AUTHORIZATION TO PROCEED**  
Signing this Agreement shall be construed as authorization by CLIENT for CPZ ARCHITECTS, INC. to proceed with the Services, unless otherwise provided for in this Agreement.
2. **DIRECT & REIMBURSABLE EXPENSES**  
CPZ ARCHITECTS, INC.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at CPZ ARCHITECTS, INC.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CPZ ARCHITECTS, INC. All drawing printing expenses will be billed at \$1.50 per 24"x 36" drawing sheet.
3. **OUTSIDE SERVICES**  
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount of 10% shall be added to the cost of these services for CPZ ARCHITECTS, INC.'s administrative costs.
4. **OPINIONS OF CONSTRUCTION COSTS**  
Any opinion of construction costs provided by CPZ ARCHITECTS, INC. will be on a basis of experience and judgment. Since CPZ ARCHITECTS, INC. has no control over market conditions or bidding procedures, CPZ ARCHITECTS, INC. does not warrant that bids or ultimate construction costs will not vary from these opinions of costs.
5. **PROFESSIONAL STANDARDS**  
CPZ ARCHITECTS, INC. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CPZ ARCHITECTS, INC. makes no warranty, expressed or implied.
6. **ADDITIONAL SERVICES**  
Services in addition to those specified in Scope will be provided by CPZ ARCHITECTS, INC. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and CPZ ARCHITECTS, INC... In the absence of an express agreement about

**CPZ ARCHITECTS, INC.**

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200 N EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957  
(954) 792-8525. FAX (954) 337-0359

AA# 26000685

WWW.CPZARCHITECTS.COM



compensation, CPZ ARCHITECTS, INC. shall be entitled to an equitable adjustment to its compensation for performing such additional services.

7. DISPUTE RESOLUTION

All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

8. PAYMENT OF CPZ ARCHITECTS, INC. / INTEREST ON PAST DUE AMOUNTS

Monthly invoices will be issued by CPZ ARCHITECTS, INC. for all Services performed under the terms of this agreement. Invoices are due and payable within 28 days of receipt.

CLIENT agrees to pay interest at the rate of 1.5% per month on all past-due amounts.

9. TERMINATION FOR NONPAYMENT OF FEES

CPZ ARCHITECTS, INC. may terminate this contract by giving written notice if any CPZ ARCHITECTS, INC. invoice remains unpaid for more than 30 days. CPZ ARCHITECTS, INC.'s right to terminate this contract shall not be waived by CPZ ARCHITECTS, INC.'s continued performance during any period of investigation by CPZ ARCHITECTS, INC. to determine the reasons for CLIENT'S nonpayment.

10. TERMINATION

Either CLIENT or CPZ ARCHITECTS, INC. may terminate this Agreement by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay CPZ ARCHITECTS, INC. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. LEGAL EXPENSES

In the event legal action is brought by either party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, Both the CLIENT and CPZ ARCHITECTS, INC. shall be responsible for their own expenses in event the matter is settled before trial, and in the event a final judgment is issued, the losing party shall pay the prevailing party's reasonable amounts for fees, costs and expenses as may be set by the court.

12. ASSIGNMENT TO RELATED ENTITY

Notwithstanding anything in this Agreement to the contrary, in the event CPZ ARCHITECTS, INC. is not qualified and licensed in the relevant jurisdiction to provide any services required hereunder, CPZ ARCHITECTS, INC. may, without the consent of any other party, assign all or any part of its obligation to provide such services to an

**CPZ ARCHITECTS, INC.**

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317

200 N.E. MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957

(954) 792-8525. FAX (954) 337-0359

WWW.CPZARCHITECTS.COM



entity related to CPZ ARCHITECTS, INC. which is qualified and licensed to provide such services in the jurisdiction involved and which is contractually bound to CPZ ARCHITECTS, INC. to provide such services.

13. INDIVIDUAL PROTECTION

It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Florida corporation, and not against any of the Consultant's employees, officers or directors. **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

14. CLIENT FURNISHED INFORMATION

CPZ ARCHITECTS, INC. will consider all information supplied by the client as accurate and correct. Extra work, or work done over because of inaccurate or incorrect information supplied by the client, will be paid for as additional services.

15. CONTRACT LIMITATIONS

This proposal shall expire after 60 days if unsigned, and the fees indicated shall be subject to an increase. The Client also agrees by signing this proposal that CPZ ARCHITECTS, INC. hourly rate shall increase after a period of one year from the date of the contract.

16. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

**CPZ ARCHITECTS, INC.**

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
200 N.E. MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957  
(954) 792-8525. FAX (954) 337-0359

WWW.CPZARCHITECTS.COM

REQUIRED FORMS FROM CPZ RESPONSE TO RFP 104-2015  
PAGES 25-33

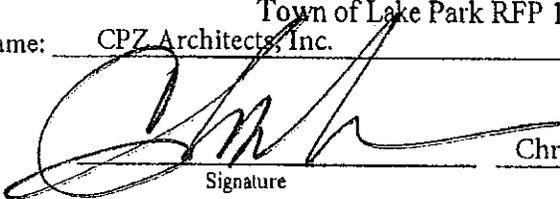
**PROPOSERS INFORMATION PAGE**

(This page must be completed and inserted in Section 1)

Town of Lake Park RFP 104- 2015

Company Name: CPZ Architects, Inc.

Authorized  
Signature:



Chris P. Zimmerman

Signature

Print Name

Title: President

Corporate  
Address:

4316 W. Broward Blvd.

Street

Plantation FL 33317

Town

State

Zip Code

Telephone: 954-792-8525 Fax: 954-797-2847

Email Address: chris@cpzarchitects.com

Remit To Address:

4316 W. Broward Blvd.

Street

Plantation FL 33317

Town

State

Zip Code

Web Site (if applicable): www.cpzarchitects.com

Federal ID No.: 57-1140055 This is a requirement of every Proposer.

**CONFIRMATION OF DRUG-FREE WORKPLACE\*\***

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

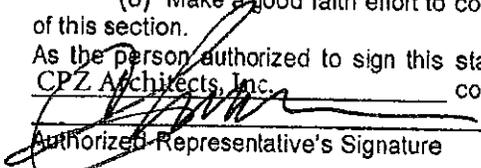
(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of CPZ Architects, Inc., I certify that CPZ Architects, Inc. complies fully with the above requirements.

 \_\_\_\_\_ Date 6/29/15

Chris P. Zimmerman, AIA \_\_\_\_\_ President  
Name: Position:

**\*\* If this form is not completed and submitted in the proposal, the Town will assume the Proposer has not implemented a drug-free workplace program.**

**REPRESENTATIONS AND DISCLOSURES**

**RFP 104-2015**

STATE OF Florida }  
COUNTY OF Broward } SS:

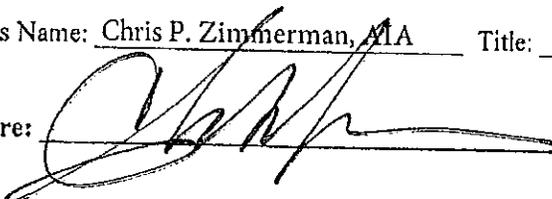
I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the Town and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

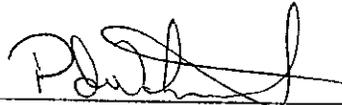
I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: CPZ Architects, Inc.

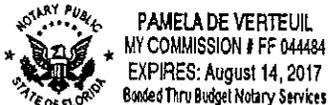
Officer's Name: Chris P. Zimmerman, AIA Title: President

Signature: 

AFFIRMED AND SIGNED before me this 29 day of June, 2015  
by Chris P. Zimmerman, AIA (name) as president (title) of  
CPZ Architects, Inc. (Proposer firm), and who is personally known to me  
or produced N/A as identification.

  
\_\_\_\_\_  
Notary Public

Notary Stamp:



**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER  
(CONSULTANT)**

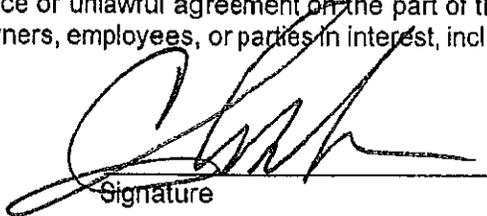
State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Chris P. Zimmerman who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is President of CPZ Architects, Inc., the Bidder (consultant) that has submitted a Proposal to perform work for the following project:

Contract #: 104-2015 Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

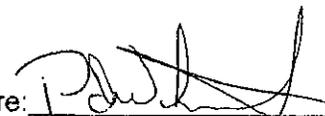
- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract; and
- (5) 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 Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

  
Signature

Subscribed and sworn to (or affirmed) before me this 29 day of June 2015 by Chris P. Zimmerman, who is personally known to me or who has produced N/A as identification.



PAMELA DE VERTEUIL  
MY COMMISSION # FF 044484  
EXPIRES: August 14, 2017  
Bonded Thru Budget Notary Services

Notary Signature:   
Notary Name: Pamela De Verteuil  
Notary Public-State of Florida

**ANTI-KICKBACK AFFIDAVIT**  
**(CONSULTANT)**

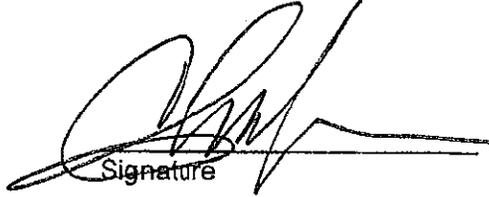
STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Chris P. Zimmerman, AIA, who, after being by me first duly sworn, deposes and says:

(1) I am President of CPZ Architects, Inc., the consultant that has submitted a proposal to perform work for the following project:

Contract #: 104-2015 Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed on the above identified project will be paid to any employee of Palm Beach County or, Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

  
Signature

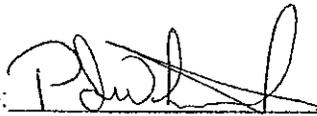
Subscribed and sworn to (or affirmed) before me this 29 day of June 2015 by Chris P. Zimmerman, AIA, who is personally known to me or who has produced N/A as identification.

NOTARY SEAL



PAMELA DE VERTEUIL  
MY COMMISSION # FF 044484  
EXPIRES: August 14, 2017  
Bonded Thru Budget Notary Services

Notary Signature:



Notary Name: Pamela De Verteuil  
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES  
(CONSULTANT)

The below named Consultant certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Consultant certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Consultant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Consultant agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

Company Name and Address:

CPZ Architects, Inc.

4316 W. Broward Blvd.

Plantation, FL 33317



Signature

Pamela De Verteuil

Name and Title

June 29, 2015

Date

S:\CapImprv\MUNICIPAL\LakePark\Lakeshore & KelseyPrksRenovations\FedReq\_Constant.WPD

**CERTIFICATION OF ELIGIBILITY OF CONTRACTOR  
(FOR CONSULTANT)**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Chris P. Zimmerman, AIA, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of CPZ Architects, Inc., hereinafter referred to as the "Contractor" (consultant); who submitted a proposal to perform work for the following project:

Contract #: 104-2015 Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

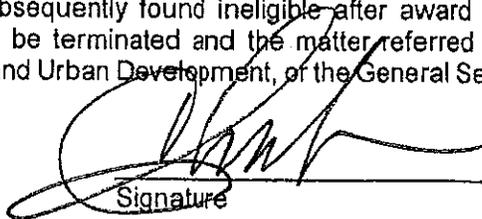
(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

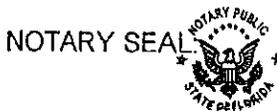
(4) The Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

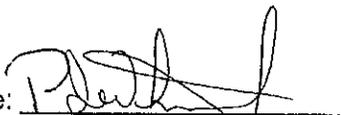
(6) The Contractor acknowledged the responsibility that all of its subcontractors (subconsultants) are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors (subconsultants), and that the "Contractor" will retain such certifications in its files. Furthermore, should the subcontractor (subconsultant) be subsequently found ineligible after award of the Contract, its contract with the "Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

  
Signature

Subscribed and sworn to (or affirmed) before me this 29 day of June, 2015 by Chris P. Zimmerman, AIA, who is personally known to me or who has produced N/A as identification.



PAMELA DE VERTEUIL  
MY COMMISSION # FF 044484  
EXPIRES: August 14, 2017  
Bonded Thru Budget Notary Services

Notary Signature: 

Notary Name: Pamela De Verteuil  
Notary Public-State of Florida

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT**

(for use by subconsultants)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

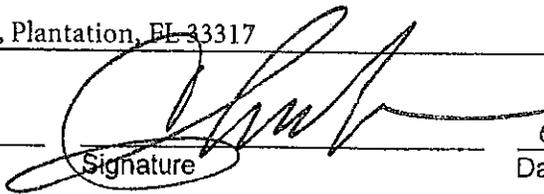
1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.  
Further, I, we, provide the certification set out below:  
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Name: CPZ Architects, Inc.

Address: 4316 W. Broward Blvd., Plantation, FL 33317

By: Chris P. Zimmerman, AIA

Name and Title

  
Signature

6/29/15

Date



**TOWN OF LAKE PARK  
REQUEST FOR PROPOSAL  
ARCHITECTURAL/  
ENGINEERING SERVICES  
KELSEY AND LAKESHORE PARK  
RESTROOMS &  
TENNIS COURT LIGHTING  
RFP No. 104-2015**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida is soliciting applications from qualified consulting firms to perform ARCHITECTURAL / ENGINEERING SERVICES. The Town desires to retain a qualified firm for the design, permitting and construction administration services for Lake Shore Park and Kelsey Park improvements which include ADA COMPLIANT RESTROOMS (two new buildings plus demolition and renovation of existing buildings) and TENNIS COURT LIGHTING. The qualified firm must include a team of specialty consultants for electrical, mechanical, civil, survey, environmental, geotechnical and construction inspection. The project budget is \$400,000.

This professional services procurement is pursuant to Florida Statutes 287.055.

Interested parties may obtain additional information regarding this project by contacting the Town of Lake Park Town Clerk, Vivian Mendez, CMC, 535 Park Avenue, Lake Park, FL 33403, tel. (561) 881-3311. RFP Package will be issued thru the office of the Town Clerk commencing June 1, 2015. Response Deadline: 11:00 A.M. June 30, 2015. Responses received after that time will be returned unopened.

The project is funded through a Community Development Block Grant (CDBG) administered thru the Palm Beach County Department of Economic Sustainability. Davis-Bacon & Related Acts will apply to all construction associated with this project design. Small, women owned, minority, and/or section 8 companies are encouraged to respond to this RFP.

All proposals must be delivered or mailed to:  
Town of Lake Park Town Clerk  
535 Park Avenue  
Lake Park, FL 33403

**ENVELOPE CONTAINING PROPOSAL  
MUST BE SEALED AND IDENTIFIED AS  
ARCHITECTURAL/ENGINEERING SERVICES  
RFP #104-2015. DUE 11:00 A.M. JUNE 30,  
2015.**

The Town of Lake Park reserves the right to reject any and all proposals.

Vivian Mendez, CMC  
Town Clerk  
Town of Lake Park, FLORIDA  
PUB: The Palm Beach Post  
5/31/2015 #427980

# TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2015

Agenda Item No. *Tab 5*

**Agenda Title: Setting a joint Town Commission/Planning & Zoning Board workshop date for the Mixed-Use Overlay Zoning District initiative.**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON 1<sup>st</sup> READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 10/6/15

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

<b>Originating Department:</b>  <p style="text-align: center;"><b>Community Development</b></p>	Costs: \$ 0 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  <p style="text-align: center;">N/A</p>
<b>Advertised:</b> 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 <u>ND</u> <b>Please initial one.</b>

**Summary Explanation/Background:**

In follow-up to the workshop held on Monday, September 21<sup>st</sup> at 6:00pm, the Town would like to schedule our next workshop in early December 2015. Staff is proposing the following dates:

- Wednesday, December 9 at 6:00pm; **OR**
- Thursday, December 10 at 6:00pm; **OR**
- Saturday, December 12 at 10:30am

**Recommended Motion:** I move to **SCHEDULE** the Mixed-Use Overlay Zoning District Workshop for    (day) at    (time).

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: October 21, 2015**

**Agenda Item No. *Table***

**Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH BELL DAVID PLANNING GROUP, INC. FOR PLANNING CONSULTANT SERVICES.**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_ READING
- NEW BUSINESS**
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

**Approved by Town Manager** *J. Di Tommaso* **Date:** *10/15/15*

**Nadia Di Tommaso / Community Development Director** *ND*  
**Name/Title**

<b>Originating Department:</b>  Community Development	Costs: \$13,200 Funding Source: 500-34000 Community Development Acct: # <input checked="" type="checkbox"/> Finance <i>BKR</i>	<b>Attachments:</b> <i>43-10</i> → Resolution __-2015 → Contract for Services → Written Summary of Quotes and Bell David Planning Group Information
<b>Advertised:</b> Date: N/A 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 <i>ND</i> OR Not applicable in this case __ <b>Please initial one.</b>

**Summary Explanation/Background:**

In 2014, the Community Development Department, under the direction of the (then) Town Manager, entered into an agreement with the Bell David Planning Group for assistance with the Comprehensive Plan Amendments and related Capacity Analysis of the Town's Comprehensive Plan, as it relates to the intended increased densities and intensities for the Mixed-Use corridor (*these limited tasks were tied to the Water Supply Facilities Work Plan and related Comprehensive Plan amendments that the Bell David Planning Group worked on for the Town*). The Bell David Planning Group was brought onboard for the Mixed-Use initiative, on a very limited scope. A preliminary

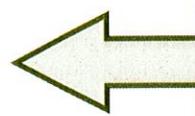
review of the proposed comprehensive plan amendments and a capacity analysis was prepared. The Town was invoiced \$2,660 for these services in September 2014. The project was put on hold due to several factors from October 2014 through May 2015. In May 2015, discussions started-up again with Mr. D’Agostino, Town Manager. Since then, while the Town has been in conversations with the Bell David Planning Group (free of charge), additional assistance is required.

The Town initially received three written quotes for the original requested services (without these new amendments). One additional planning firms were contacted however, they respectfully declined the offer to submit a quote. Other than the Bell David Planning Group, the two other firms responded with quotes significantly higher. Staff determined that since the Bell David Planning Group has previously worked with the Town on the 2009 Comprehensive Plan amendments related to the mixed-use commercial/residential land use designation, they are likely better postured to assist with the Mixed-Use land development regulations and associated comprehensive plan amendments, both from a dollar amount (which came in quite competitively) and from an historical knowledge perspective. Our procurement policies do not require a formal advertised bid process.

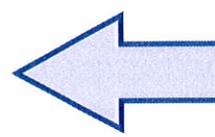
Additionally, working with the Bell David Planning Group will allow staff to continue our working relationship with them on this project. They have already assisted with the Comprehensive Plan capacity analysis and workshop held on Monday, September 21.

The total contract amount is \$13,200 (some of which was already paid pursuant to the original agreement), as follows:

<u>Tasks</u>	<u>Amount</u>
Water Supply Facilities Work Plan and related Comprehensive Plan Amendments – LIMIT: \$6000	\$6,000 (ALREADY PAID) – NOT PART OF THIS CONTRACT FOR MIXED-USE
Limited Scope for Mixed-Use ( <i>Capacity Analysis and review of Comprehensive Plan for possible amendments to goals, objectives, policies</i> ) – LIMIT \$3,800	\$2,660 (ALREADY PAID) \$1,140 (WILL BE BILLED FOR 09/21 WORKSHOP)

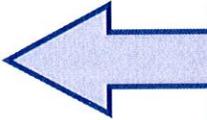


Part of original Scope.  
**NOT PART OF THE REVISED CONTRACT.**  
Already done and paid.

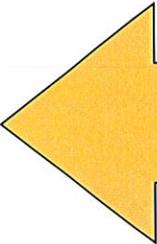


Mixed-Use-related tasks already performed pursuant to the original Scope.  
**INCLUDED IN THE REVISED CONTRACT.**

ADDED SCOPE OF SERVICES	<b>\$9,400</b> (PLUS AMOUNTS ALREADY EXPENSED - \$2,660 plus \$1,140) =  <b><u>LUMP SUM TOTAL:</u></b> <b><u>\$13,200</u></b>
-------------------------	--



Mixed-Use-related tasks that have been **ADDED AND INCLUDED IN THE REVISED CONTRACT.**



**(COMBINED) FOR THE MIXED-USE INITIATIVE CONTRACT.**

**Recommended Motion:** I move to APPROVE Resolution <sup>43-10</sup> \_\_\_-2015 to authorize the Mayor to sign the contract with the Bell David Planning Group, Inc. for planning consulting Services, as detailed in the enclosed Contract.

**RESOLUTION NO. 43-10-15**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH BELL DAVID PLANNING GROUP, INC. FOR PLANNING CONSULTANT SERVICES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Town of Lake Park (the Town) requires the services of a consulting planning firm to assist its staff in the preparation of various planning studies, reports and documents related to the Town's proposed Mixed-Use Overlay Zoning District initiative for the area of the Town along Federal Highway; and

**WHEREAS**, as required by the Town's procurement policies, the Town's Community Development Director solicited and received three quotes from firms who could provide consulting planning services associated with the development of a the [Mixed-Use Overlay Zoning District] and Comprehensive Plan amendments; and

**WHEREAS**, the Community Development Director has recommended that the Bell David Planning Group, Inc., be selected to provide consulting planning services to the Town related to the development and implementation of a Mixed-Use Overlay Zoning District and Comprehensive Plan amendments since they came in with the most competitive bid and have the most historical knowledge of our Code and Comprehensive Plan; and

**WHEREAS**, the Town Manager recommends that the Commission award a contract for consulting planning services to the Bell David Planning Group, Inc.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida

**Section 1:** The whereas clauses are incorporated herein.

**Section 2:** The Mayor is hereby authorized and directed to execute the contract with Bell David Planning Group, Inc.

**Section 3:** This Resolution shall take effect upon its adoption.

## **CONTRACT FOR SERVICES**

This Contract is made as of the \_\_\_\_ day of October\_\_\_\_, 2015, by and between the **Town of Lake Park**, a Florida municipal corporation, hereinafter referred to as the TOWN, and the **Bell David Planning Group, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WHEREAS, the TOWN requires the services of a consultant with whom it can contract to provide planning consultant services which are necessary to prepare such plans, studies, and documents necessary to create a Mixed-Use Overlay Zoning District; and

WHEREAS, in accordance with the TOWN's procurement policies, the Community Development Director solicited written proposals from qualified planning firms to assist it in the preparation of a Mixed Use Zoning District; and

WHEREAS, the Community Development Director reviewed the responses submitted from the firms she solicited to submit proposals; and

WHEREAS, the Community Development Director recommended to the Commission that it select the CONTRACTOR, and the Commission has selected the CONTRACTOR; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

### **ARTICLE 1. SCOPE OF SERVICES**

#### **COMPREHENSIVE PLAN AMENDMENTS - OVERVIEW**

- Prepare amendments to the text of the Town's Comprehensive Plan (the Amendments), including as necessary any Goals, Objectives, and Policies, and the data and analysis necessary to support the Amendments to provide for mixed-use development along US-1 in the Town. Assist Community Development staff in presenting the Amendments to the Local Planning Agency (LPA) and the Town Commission at its transmittal and adoption hearings.

#### **LAND DEVELOPMENT REGULATIONS (ZONING) - OVERVIEW**

- Assist Town staff in the review of the Town's existing Land Development Regulations (LDRs) and all associated tasks, including design, for [the purpose of amending same to adopt a Mixed-Use Overlay Zoning District. Assist Town staff in its presentation of the proposed amendments to the LDRs for the adoption of the Mixed-Use Overlay Zoning District to the Planning & Zoning (P&Z) Board, and Town Commission.

- Assist Town staff in its preparation of public outreach notifications and any necessary workshops

**SPECIFIED TASKS**

- Provide the Community Development staff with planning-related design-specific recommendations and graphics following [the workshops], and assist staff with the coordinated legal, landscape architecture, FDOT, and other design-related review.
- Revise the proposed amendments to address any objections, recommendations, and comments received by the Office of Economic Opportunity, or other state, regional or local reviewing agencies.
- Assist staff in presenting the proposed Comprehensive Plan Amendments (with an updated Capacity Analysis) and the associated data and analysis supporting the amendments to the Town Commission and Local Planning Agency (LPA). Assist staff in the presentation of the Amendments and transmittal to the Florida Department of Economic Opportunity (DEO), as required by Florida Statute. Then transmit the appropriate number of copies to the other designated review agencies.
- Address any objections, recommendations, and comments (if any), and assist in presenting the final proposal to the Planning & Zoning Board and Town Commission for adoption in advertised public hearings. For the comprehensive plan amendments, transmit three copies to DEO and copies to designated review agencies. DEO will issue its Notice to find the adopted amendment in compliance within 20-60 days. The effective date of the amendments is approximately 45 days from submittal of the amendments.
- [ Assist staff in putting together a final version of the Comprehensive Plan so as to create one final document, inclusive of all Element-related amendments and maps/figures.

**ARTICLE 3. COMPENSATION TO CONTRACTOR**

- A. Compensation shall not exceed \$13,200. This is a lump sum contract that will be compensated on a per invoice basis.
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the TOWN'S Community Development Director as the Project Manager. The Project Director shall be responsible for insuring that the services have been rendered in conformity with the Contract. Upon approval, the invoice will be directed to the Finance Department for payment. Invoices will normally be paid within 30 days following the TOWN representative's approval.

#### **ARTICLE 4. TERMINATION**

The Town may terminate the Contract for convenience and without cause at any time. The Contractor shall be paid for such work as has been completed and accepted by the Town as of the date of termination.

In the event of a default by the TOWN, this Contract may be terminated by the CONTRACTOR upon 30 days' prior written notice directed to the TOWN'S Town Manager. A default shall occur upon the TOWN'S failure to perform in accordance with the terms of this Contract.

The TOWN may terminate the Contract for CONTRACTOR'S default upon giving CONTRACTOR 30 days advance written notice. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After the TOWN has given CONTRACTOR notice of a default, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in progress, completed work, and other materials related to the work pursuant to the TOWN'S direction.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

#### **ARTICLE 5. PERSONNEL**

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary [personnel] required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- B. All of the services required hereunder shall be performed by the CONTRACTOR [or under its supervision], and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.
- C. [The CONTRACTOR warrants that all services shall be performed by skilled, licensed and competent personnel to the highest professional standards in the field.
- D. All of the CONTRACTOR'S personnel while on Town premises, shall comply with all Town requirements governing conduct, safety, and security.

## **ARTICLE 6. INDEMNIFICATION**

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its elected and appointed officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its elected and appointed officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR.
- D. Nothing in this Contract shall be construed to be intended as a waiver of the sovereign immunity conferred upon the Town by § 768.28, Florida Statutes.

## **ARTICLE 7. ASSIGNMENT**

Neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

## **ARTICLE 8. INDEPENDENT CONTRACTOR RELATIONSHIP**

- A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees shall be that of an Independent Contractor and not as employees or agents of the TOWN.
- B. The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this CONTRACT.

**ARTICLE 9. NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE 10. ATTORNEY FEES/ COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees, and all expenses even if not taxable as court awarded costs (including, without limitation, all such attorney fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 11. AUTHORITY TO CONDUCT BUSINESS**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN.

**ARTICLE 12. SEVERABILITY**

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

**ARTICLE 13. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it has not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

**ARTICLE 14. AMENDMENTS TO THE CONTRACT**

The provisions, terms and conditions set forth herein shall only be modified upon the execution of a written amendment to the Contract. TOWN reserves the right to make changes in Scope of

Work, including alterations, reductions therein or additions thereto. Any such changes to the Scope of Services set forth in Article I shall be subject to the approval of the Town Commission.

**ARTICLE 15. NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33410  
Attention: John D'Agostino, Town Manager

and if sent to the CONTRACTOR shall be mailed to:

Jerry Bell/Alex David  
774 NE 126 Street, Suite 1  
North Miami, Florida 33161

**ARTICLE 16. ENTIRETY OF CONTRACTUAL AGREEMENT**

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

**ARTICLE 17. WAIVER**

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

**ARTICLE 18. PREPARATION**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**ARTICLE 19. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract incorporates the terms of the Proposals solicited by the TOWN and the Response submitted by the CONTRACTOR.

TOWN OF LAKE PARK

CONTRACTOR

BY: \_\_\_\_\_  
MAYOR

BY: Bell David Planning Group, Inc.  
Name of Authorized Representative:

Jerry H. Bell / Alex A. David

\_\_\_\_\_  
\_\_\_\_\_

Title: Principals

ATTEST:

WITNESSED BY:

BY: \_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
Print Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
Thomas J. Baird TOWN ATTORNEY

*New Work \**  
*(Scope of Proposals)*

# Technical Assistance Request Quotes

Scope of Work	Company	Contact Person	E-Mail Address	Estimates
<p>The 20-year Water Supply Plan and Associated Amendments to the Future Land Use, Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements Element</p> <ul style="list-style-type: none"> <li>Coordinate with the Town, Seacoast Utility Authority (SUA) and the South Florida Water Management District in order write and secure the necessary approvals for the Town's state-mandated Water Supply Plan Update.</li> </ul>	<p>Calvin, Giordano</p>	<p>Patrick Figurella; Jean Dolan</p>	<p>PFigurella@egasolutions.com; JDolan@cgasolutions.com</p>	<p>Task Fee Estimate Net Entitlement Analysis \$8,500</p> <p>Net Entitlement Current and Build-out Traffic Analysis \$10,000</p> <p>Land Use Plan Amendment Application including additional entitlement impact analysis, service provider letters and DRG review. \$10,000</p> <p>Transmittal Process \$5,500 Adoption Process \$3,500</p> <p>LDR Preparation and Adoption Support \$11,340</p> <p><b>GRAND TOTAL \$48,840</b></p>
<ul style="list-style-type: none"> <li>Conduct a series of meetings beginning with the Town, and as necessary, with the SFWMD and DEO. These meetings are necessary in order to gather pertinent data needed for completion of the Updated Water Supply Plan and Comprehensive Plan Amendments.</li> <li>Compile and develop the Population and Water Demand Forecasts for the 20-Year Planning.</li> <li>Assist the Town with creating and/or revising the map series to depict wellfields, water treatment plant locations, service areas and distribution mains and other necessary information required by state statute. Consistency with the SUA and 2013 Lower East Coast Water Supply Plans.</li> <li>Review and compile a listing of all water supply related Capital Improvement Programs (and any private projects) to determine any impacts to the Town.</li> <li>Prepare the draft Updated Water Supply Plan and associated Amendments (Goals Objectives and Policies) to the Future Land Use, Infrastructure, Conservation, Intergovernmental and Capital Improvements Elements.</li> </ul>				
<p>Adoption of the Updated 20-year Water Supply Plan and Associated Amendments</p>				<p><i>increase amount of work, would however, staff will now have the opportunity to work with LGA for engineering &amp; landscape related review</i></p>

<ul style="list-style-type: none"> <li>Present the documents referenced below to the Town Commission and LPA in advertised public hearings in order to authorize and approve transmittal to the Florida Department of Economic Opportunity (DEO), as required by Florida Statute. Then transmit the appropriate number of copies to SUA, DEO, the SFWMD and copies to the other designated review agencies.</li> <li>Revise the proposed amendments, Schedule, Plan and Elements to address the objections, recommendations, and comments, if any, and present the amendments to the Town Commission for adoption in an advertised public hearing. Then transmit three copies to DEO and copies to designated review agencies. DEO will issue its Notice of Intent to find the adopted amendment in compliance within 20 days. The effective date of the amendments is approximately 45 days from submittal of the adopted EAR-based amendments.</li> </ul>	Cory O'Gorman	Cory O'Gorman	Cory O'Gorman	5/29 spoke with Mr. O'Gorman; stated the scope is not in his field of expertise
<p><b>Other Comprehensive Plan and Land Development Regulations Amendments</b></p> <ul style="list-style-type: none"> <li>Prepare amendments to the Comprehensive Plan, at the direction of staff, in order to provide for mixed-use development along US-1. These amendments will be supported by the required data and analysis, including impacts on services and infrastructure. It is anticipated that these amendments will include text amendments. Further assist staff in presenting the proposed amendments and associated data to the Town Commission and LPA in advertised public hearings in order to authorize and approve transmittal to the Florida Department of Economic Opportunity (DEO), as required by Florida Statute. Then transmit the appropriate number of copies to the other designated review agencies.</li> </ul>	H&L Development	James Hackett	James (james@hplanning.net)	<p>Water Supply Plan – hourly, not to exceed \$10,000;  Mixed Use Corridor (Corridor study and market study) \$20,000;  Code maps and graphics: hourly not to exceed <b>\$10,000 - max \$40,000</b></p> <p><i>increased scope would increase amount</i></p>

- Revise the proposed amendments to address the objections, recommendations, and comments, if any, and will present the amendments to the Town Commission for adoption in an advertised public hearing. Then transmit three copies to DEO and copies to designated review agencies. DEO will issue its Notice of Intent to find the adopted amendment in compliance within 20 days. The effective date of the amendments is approximately 45 days from submittal of the amendments.

- Assist the Town staff in the preparation and adoption of amendments to the Land Development Regulations, including maps and graphics, to provide for mixed use development along the US-1 corridor in accordance with the Comprehensive Plan amendments.

Bell David  
Planning Group

Jerry Bell and Alex  
David

[jerry@belldavid.com](mailto:jerry@belldavid.com)

Phase I: \$4,000; Phase II:  
\$2,000; Phase III:  
\$3,800.....TOTAL COST  
~~\$9,800~~

↳ further  
↳ detailed in  
Scope of Services

(new proposal for  
Mixed-use related  
scope of work only  
= \$13,200 (\$2,700 of  
which has already been  
paid pursuant to previous  
limited scope) thereby  
making the remaining  
amount = \$10,500



## ABOUT US

The principals of Bell David Planning Group have over forty-five years experience in long range and current planning. We boast a wide range of multi-disciplinary public and private sector experience in the following areas: Evaluation and Appraisal Reports; Comprehensive Planning; Land Use; Land Development Regulations; Annexations; Development Application Review; Facilitation; Grantswriting; and, Special Planning Studies.

**MR. JERRY BELL, AICP, PRINCIPAL**, is a highly regarded urban planner with extensive comprehensive and land planning experience. Mr. Bell served, or is serving, as the Project and/or Functional Manager for EARs for the following municipalities: City of Miami (Functional Manager); City of Hialeah; City of Aventura (Functional Manager); City of Hialeah Gardens; City of Oviedo; City of Royal Palm Beach; City of South Miami (Functional Manager); City of Port Richey; Village of Biscayn Park; Village of El Portal (Functional Manager) and; Indian Creek Village (Functional Manager). Mr. Bell is managing, or has managed, the preparation of EAR-based amendments for the City of Hialeah, City of Hialeah Gardens, City of Aventura, Town of Lake Park, City of Port Richey, Village of Tequesta, Town of Manalapan and Indian Creek Village. In recognition of his expertise and experience with the new EAR-requirements, Mr. Bell served on a panel regarding the EAR requirements at the 2005 Florida Chapter of the American Planning Association (FAPA) Conference in St. Petersburg. In addition he served as project manager for Deltona Community Strategic plan & as an element manager for the Town of Cutler Bay Comprehensive Plan.

**MR. ALEX DAVID, AICP, PRINCIPAL**, brings expertise acquired over 17 years with Miami-Dade County and Miami-Dade County Public Schools. Consulting experience includes: Evaluation and Appraisal Reports; revisions to municipal land development regulations for the City of Hialeah Gardens, Village of Tequesta and Indian Creek Village; a Building Moratorium Study; Annexation Applications and Reports for both public (City of Doral) and private clients; and other planning and development related consulting services. Mr. David served as Project Manager for the City of Aventura and Indian Creek Village EARs and assisted in establishing the Planning and Zoning Department for the Town of Cutler Bay. Mr. David has participated in sessions at the 1999, 2003 and 2005 Florida Chapter of the American Planning Association Conferences. His wealth of relevant urban and town planning and intergovernmental coordination experience brings the ability to navigate through the bureaucracy of local and state agencies and obtain required data in an expeditious manner.

Mr. David is currently serving as Chair of the Miami-Dade County Planner's Technical Committee, on the FAPA Gold Coast Section Board, as a member of the Miami Beach Design Review Board and the Miami-Dade County MPO Transportation Aesthetics Review Committee. In addition he served as project manager for Deltona Community Strategic plan & as an element manager for the Town of Cutler Bay Comprehensive Plan.

# TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2015

Agenda Item No. Tab 7

Agenda Title: U.S. Security Associates, Inc. Addendum

- SPECIAL PRESENTATION/REPORTS     CONSENT AGENDA  
 BOARD APPOINTMENT     OLD BUSINESS  
 PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING  
 NEW BUSINESS  
 OTHER: \_\_\_\_\_

Approved by Town Manager *[Signature]* Date: 10/1/15  
John O. D'Agostino, Town Manager

Name/Title

<b>Originating Department:</b>  Town Manager	Costs: \$ 150.00/month or \$1,800 for the contract year. Funding Source: <u>Budget</u> Acct. # <u>800 - 34006</u> <input checked="" type="checkbox"/> Finance <u>BKR</u>	<b>Attachments:</b> <input checked="" type="checkbox"/> Tour Positive Features and Benefits. <input checked="" type="checkbox"/> E-Mails. <input checked="" type="checkbox"/> Actual Vote by Commission. <input checked="" type="checkbox"/> U.S. Security Assoc. Inc. Addendum. <input checked="" type="checkbox"/> Page 23 of existing U.S. Security Assoc. Inc. Contract
<b>Advertised:</b> 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 _____ <b>Please initial one.</b>

**Summary Explanation/Background:**

The Town has an existing contract with U.S. Security Associates, Inc. to provide security monitoring for the Lake Park Harbor Marina. The Town is interested in expanding Marina security services to include two items, the physical lock-up of restroom facilities at Lake Shore Park and a better

monitoring system at the Marina. U.S. Security Associates, Inc. will lock-up the restrooms at Lake Shore Park around 8:30 p.m. every night from November through March and around 10:30 p.m. from April through October. According to the attached e-mail dated September 30, 2015, the Security Agency will Post Orders to include the inspection and lock up of the restrooms at the park without the need for an Addendum. The Administration is also interested in implementing a better monitoring system at the Marina. The existing monitoring system at the Marina is not compatible with the U.S. Security Associates, Inc. existing software system. The Marina software will need to be upgraded to work with U.S. Security Associates, Inc. existing software system. Further, the software upgrade will only tell us that the guard passed a certain check point location. The Tour Positive Handheld system will not only tell us that the guard passed a check point but if there is a reportable condition, the system will facilitate the completion of a report with pictures and will e-mail that report in real time to contact people authorized by the Town to receive such reports. The cost per month is \$150.00 for the hand held device or \$1,800 for the contract year. As you can see from the attached Key Features and Benefits sheet, Tour Positive provides a host of information and monitoring features for the Marina and the Town that do not exist with the current software system at the Marina. If a bathroom facility or boat is vandalized, the Tour Positive system will notify key personnel prior to the next day's activities. I recommend that PBSO Lieutenant Nick Vassalotti, David Hunt, Richard Scherle, Verdree Patterson, the Marina Director and Dock Attendants receive such e-mail notifications.

The benefit of receiving this information as early as possible will permit personnel to prioritize their response. The integration of such technology will permit staff to anticipate work load conditions in advance. It may also enhance the Palm Beach Sheriff's Office investigation because Lt. Vassalotti will have a written report and corresponding photos in the event of a criminal situation.

The initial contract with U.S. Security Associates, Inc was approved by the Town Commission without a Resolution. Therefore, a Resolution is not necessary to amend the contract.

**Recommended Motion:** Motion to approve U.S. Security Associates, Inc. Addendum effective October 15, 2015, by and between the Town of Lake Park and U.S. Security Associates, Inc. and to add one (1) USA Smart Tablet with Tour Positive at a rate of \$150.00 per month to the existing contract dated May 30, 2015.

# TOUR POSITIVE

Monitor, Deliver and Execute



With **Tour Positive®**, a supervised guard tour system that tracks each guard tour, 24/7/365, you can know where your security officers are at all times and respond to incidents in real-time

Officers use a hand-held, military grade communication device to scan barcodes strategically placed at guard tour and patrol checkpoints. The tour data is transmitted to our central command center, where it is monitored 24/7

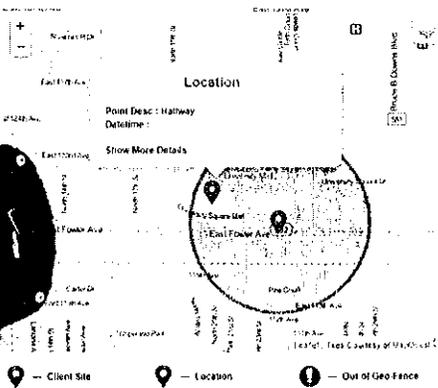
Tour detail shows exactly what points were scanned and when

- Location
- Fire Equipment Inspection
- Contractor Check-in/Check-Out
- Trailer Check-in/Check-Out
- Event
- Clock-in/Clock-Out
- Club Member Check-in/Check-Out
- Inspection Point
- Tour Picture
- Party Visitor Check-in/Check-Out
- Site Inspection
- Package Check-in/Check-Out
- Unauthorized Visitor Check-in/Check-Out
- JPHC Site Inspection
- Visitor Check-in/Check-Out
- Employee Check-in/Check-Out

Search:   All Points  Show TP  Show GMS  Show Heartbeat  Show IMS  Show DAR

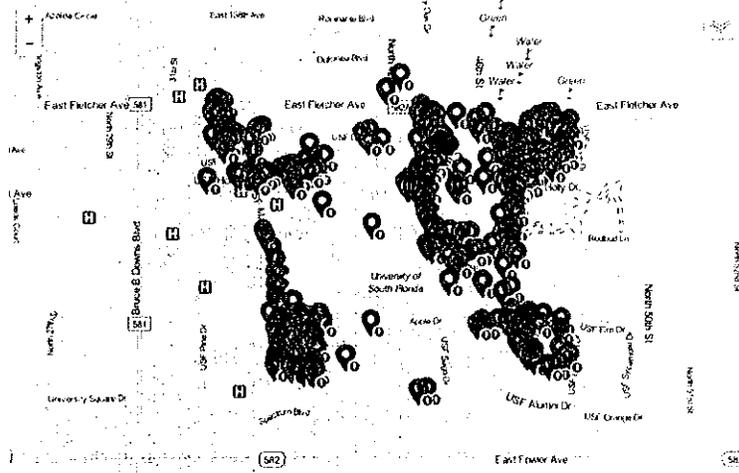
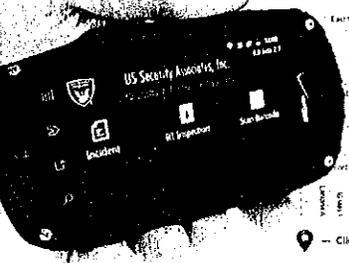
Local Time: Sun 07-08-2014 10:44:52 PM ES

Point Type	Touch Date	Touch Time	Point ID	Point Description	IMEI	Status	Map	View Alerts	View Details
Location	07/01/2014	00:48:50	P2331000001	Maintenance Roof Hatch	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	00:50:05	P2331000002	Hallway #3	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	00:50:57	P2331000003	Hallway #4	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	00:54:53	P2331000004	Bus Stop Common Doors	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	00:55:21	P2331000005	Riser Room #1	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	00:56:55	P2331000006	Hallway #1	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	00:59:57	P2331000007	Annex Lining Entrance	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	01:00:17	P2331000008	Hallway #23	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	01:03:13	P2331000009	Hallway #22	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	01:08:10	P2331000010	Hallway #21	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	01:08:39	P2331000011	Center Hallway #21	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	01:10:09	P2331000012	Hallway #25	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	01:11:46	P2331000013	Hallway #19	N/A	Secured	♀	No Alerts	👁
Location	07/01/2014	01:12:57	P2331000014	Hallway #18	N/A	Secured	♀	No Alerts	👁



## Key Features and Benefits -Tour Positive

- ◆ Customized alert process uses e-mail, voice, and SMS text.
- ◆ GPS Tracking (including Full Map Integration) confirms post coverage and officer location in real-time.
- ◆ Speed monitoring tracks the speed of patrol vehicles and ensures compliance with posted speed limits and property orders.
- ◆ Heading feature tracks the direction of officer tour patterns and locations toured.
- ◆ Charging status monitors when the device is in or out of the charger.
- ◆ Image capture technology allows officers to capture photos of incident and allows supervisors to capture photos of inspection violations to enforce training efforts and back up disciplinary action.
- ◆ Post orders documents are accessible from the device, ensuring shift duties are completed in compliance with post orders.
- ◆ Clock-In/Clock-Out feature tracks officer arrival and departure times.
- ◆ Notification of inactivity alerts supervisors to post coverage changes or absence, enabling rapid response to problems



# TOUR POSITIVE

Monitor, Deliver and Execute



Scheduled Start	Scheduled End	Alarm Date and Time	Percent Required
07/03/2014 22:00	07/04/2014 03:00	07/04/2014 01:23	95%
Actual Start	Actual End	Duration	Percent Performed
07/03/2014 22:30	07/03/2014 23:37	57 Minutes	95%
Total Bar Codes Available	Total Bar Codes Required	Bar Codes Scanned	Security Officer
14	12	13	No Officer Identified

How do we know what we say is being delivered?

Never wonder what is being done or wait for a report to be compiled. Performance is always monitored and tracked

If anomalies are detected or incidents are reported, the proper individuals are notified in real-time and the system dispatches supervisory response for occurrences that require immediate follow up.

Tour Positive® can also be customized to identify out-of-tolerance equipment based on officer responses to preprogrammed questions at tour locations, and to notify maintenance of any issues. With Tour Positive®

Tour data is available in real time on the web 24/7  
Scheduled tour activity is monitored and alerts are generated

### Site Inspection

Datetime	Location	Officer 1
2014-07-04 09:33:00	Usf	SMITH KIMBERLY
		Officer 2
		CORSA ROLANDO
		Officer 3
		Officer 4
		Officer 5
		Officer 6
		Inspector
		C. Santiago
User	Latitude	Longitude
6186	28.060251730	-82.418234240
Comments	No comments	

### Inspection Verification Details

Question	Answer
Is the condition of the security post organized and	Yes



## John D'Agostino

---

**From:** Jennifer Hudson <jhudson@ussecurtyassociates.com>  
**Sent:** Wednesday, September 30, 2015 2:36 PM ✖  
**To:** John D'Agostino  
**Subject:** Re: Addendum to add Tour Positive

Yes Sir, that is correct. I will modify the Post Orders to include the additional duties. We do not require an addendum to take care of that.



**Jennifer Hudson | Operations Manager - West Palm Beach | U.S. Security Associates, Inc.**  
1750 N. Florida Mango Rd. Ste. 301, West Palm Beach, FL 33409  
w: [561.689.2133](tel:561.689.2133) | c: [561.246.0251](tel:561.246.0251) | f: [561.689.2977](tel:561.689.2977)  
[jhudson@ussecurtyassociates.com](mailto:jhudson@ussecurtyassociates.com) | [www.ussecurtyassociates.com](http://www.ussecurtyassociates.com)

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On Wed, Sep 30, 2015 at 1:56 PM, John D'Agostino <[jD'Agostino@lakeparkflorida.gov](mailto:jD'Agostino@lakeparkflorida.gov)> wrote:

Hi Jennifer:

We also discussed adding the inspection and lock up of the public restroom facilities at Lake Shore and Kelsey Park (when constructed at Kelsey Park). The inspection and lock up would occur when the shift started but no later than 8:30 pm Monday through Sunday.

Thank you

John O. D'Agostino

Town Manager, Town of Lake Park, FL

561-881-3304 (Office)

561-881-3314 (Fax)

jdagostino@lakeparkflorida.gov

www.lakeparkflorida.gov

*Please note: Florida has a very broad public records law. Written communication regarding town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entry, instead contact this office by phone or in writing. Section 668.6076, FS*

**From:** Jennifer Hudson [mailto:[jhudson@ussecurityassociates.com](mailto:jhudson@ussecurityassociates.com)]

**Sent:** Wednesday, September 30, 2015 12:54 AM

**To:** John D'Agostino <[JD'Agostino@lakeparkflorida.gov](mailto:JD'Agostino@lakeparkflorida.gov)>

**Subject:** Addendum to add Tour Positive

John,

I have attached an addendum to add the Tour Positive system, as discussed in our last meeting. Once I receive the signed addendum I will order the tablet and checkpoints. It usually takes about a week for the equipment to be delivered to my office, then a couple of hours to get the checkpoints installed on-site, and programmed into the tablet. I will gladly take care of all the set-up when your device arrives. Once installed, maybe we can schedule a few minutes for me to walk you through all of the "bells and whistles"?

I have also included some information about Tour Positive for you to look through while we finish getting everything in order. Should you have any questions, please feel free to contact me. My cell number is 561-246-0251.

I look forward to hearing from you soon.

Thank you,

Jenn



**Jennifer Hudson | Operations Manager - West Palm Beach | U.S. Security Associates, Inc.**

1750 N. Florida Mango Rd. Ste. 301, West Palm Beach, FL 33409

w: 561.689.2133 | c: 561.246.0251 | f: 561.689.2977

[jhudson@ussecurtyassociates.com](mailto:jhudson@ussecurtyassociates.com) | [www.ussecurtyassociates.com](http://www.ussecurtyassociates.com)

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**Motion: Vice-Mayor Glas-Castro moved to approve Resolution 15-05-15 and have the payment from Seacoast Utility Authority continue to be sent to the Town; Commissioner Rapoza seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke			Not present at the time of the vote
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 4-0

**7. Award of the Marina Security Services Contract (Unarmed) bid.**

Human Resources Director Bambi Turner presented the item (see Exhibit "B").

**Motion: Commissioner Rapoza moved to award the Marina Security Services Contract (Unarmed) to U.S. Security Associates, Inc.; Commissioner Flaherty seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke			Not present at the time of the vote
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 4-0.

**PUBLIC COMMENT:**

Ellen McCormick – expressed concern with the proposed cell tower at the Lake Park Harbor Marina.

**CONSENT AGENDA:**

**1. Regular Commission meeting minutes of May 6, 2015.**

**Motion: Commissioner Flaherty moved to approve the consent agenda; Commissioner Rapoza seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke			Not present at the time of the vote
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 4-0.



# U.S. SECURITY ASSOCIATES, INC.®

## ADDENDUM

To

Security service agreement dated May 30, 2015 between.

The Town of Lake Park (Client) and U.S. SECURITY ASSOCIATES, INC. (Company)

- Effective 10/15/2015
- Add (1) USA Smart Tablet with tour positive at a rate of \$150.00 per month
- All other terms and conditions of the original contract shall remain the same.

\_\_\_\_\_  
Mayor James DuBois    Date

\_\_\_\_\_  
Company Signature                      Date



# U.S. SECURITY ASSOCIATES, INC.®

## ADDENDUM

To

Security service agreement dated May 30, 2015 between.

The Town of Lake Park (Client) and U.S. SECURITY ASSOCIATES, INC. (Company)

- Effective 10/15/2015
- Add (1) USA Smart Tablet with tour positive at a rate of \$150.00 per month
- All other terms and conditions of the original contract shall remain the same.

\_\_\_\_\_  
Mayor James DuBois Date

\_\_\_\_\_  
Company Signature Date

---

U.S. SECURITY ASSOCIATES, INC.- BRANCH 141- WEST PALM BEACH  
1750 NORTH FLORIDA MANGO RD • SUITE 301 • WEST PALM BEACH, FLORIDA 33409  
TELEPHONE 561 689 2133 • FAX 561 689 2977

Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.

**b. Security**

- Contractor shall provide one (1) on-site, uniformed security guard at the Marina during the hours herein noted. The Marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April through October). During the winter months (November through March) security services hours of operation shall be from 8:00 PM to 6:00 AM. The Town of Lake Park reserves the right to add other possible locations and to change the required hours of service during the term of the contract.
- The on-site security guard is required to make and electronically document (using Deggy or other similar equipment) one (1) "round" per hour during the 10:00 PM to 6:00 AM shifts and during the 8:00 PM to 6:00 AM shifts. The Daily Activity Reports on these "rounds" must be provided to the Marina Director for each round.
- Contractor shall follow the Marina security procedures including clocking in and out, opening and closing, the route to be followed, etc.

**c. Safety/Training**

- The contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR, automated external defibrillator (AED) operation, and general emergency procedures. In the event of a confrontation with members of the public, no force is allowed. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated enforcement personnel arrives on site. Each incident shall be fully documented in writing and submitted immediately to the Marina Director by the contractor and reviewed on a case by case basis by the TOWN.
- The contractor will provide, and all employees will receive, training in the following areas: General duties, patrol procedures, communication, safety, legal issues, and emergency procedures (fire, medical, disasters, etc.), and shall provide supervisory training to all supervisors.

**d. Emergencies**

- All calls of an emergency nature must be reported to the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) by calling 911.
- Contractor shall also instruct its employees to call the appropriate Town/County/State emergency personnel, and the Marina Director to report unusual situations such as trespassing, vandalism, vessel and building burglary and invasion, loitering, criminal mischief, unauthorized persons or unusual circumstances, fire, vessel sinking, alarms, etc.

U.S. SECURITY INC. CONTRACT LANGUAGE 23

# TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2015

Agenda Item No. *Tab 8*

**Agenda Title: Discussion Regarding the Rescission of Resolution 65-12-08 Requiring That Any Written Communications whereby the Mayor, Vice-Mayor or a Commissioner Uses Their Title or Uses the Official Town Stationery Must First Be Approved by a Majority of the Full Commission at a Public Meeting**

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

*J. D'Agostino*

Date:

*10/15/15*

John O. D'Agostino, Town Manager

Name/Title

<p><b>Originating Department:</b></p> <p>Commissioner Michael O'Rourke</p>	<p>Costs: \$ _____</p> <p>Funding Source: _____</p> <p>Acct. # _____</p> <p><input type="checkbox"/> Finance _____</p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Copy of Resolution 47,2001</li> <li>• Copy of Resolution 65-12-08</li> <li>• Copy of January 20, 2015 Palm Beach Post Internet Article Regarding Use of City of West Palm Beach Letterhead by City Officials .</li> </ul>
<p><b>Advertised:</b></p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" 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 JOD.</p> <p><b>Please initial one.</b></p>

**Summary Explanation/Background:**

This agenda item is being brought before the Town Commission at the request of Commissioner Michael O'Rourke at the October 7, 2015 Commission meeting

At its August 25, 2001 meeting, the Town Commission adopted Resolution 47,2001 directing that any correspondence written by the Mayor, Vice-Mayor or Commissioners on Lake Park letterhead be approved by the full Commission at a public meeting. On December 3, 2008 pursuant to Resolution 65-12-08, the Commission expanded upon the above language by requiring that the general substance of any written communication wherein the Mayor, Vice-Mayor or a Commissioner proposes to use his or her official title or to be written on the official letterhead of the Town of Lake Park shall be subject to the approval of a majority of the Commission at a public meeting prior to mailing. Written communications from the Mayor, Vice-Mayor or a Commissioner wherein they are representing themselves and which are not on the Town's official letterhead are not subject to the approval of a majority of the Town Commission as required by Resolution 65-12-08. The purpose of this item is to discuss the possible rescission of Resolution 65-12-08.

The Administration is concerned about rescinding the long-standing prohibition evidenced by Resolution 47 -2001 and later by Resolution 65-12-08, and recommends against such action. While current members are respectful and trustworthy of each other, rescission of this requirement will have broad reaching implications in that it will extend to future members of the Town Commission and may in that event expose the Town to potential liability.

Attached is a copy of the January 21, 2015 *Palm Beach Post* Internet news article entitled "West Palm Beach Officials Wrote Letters Requesting Murderer Be Freed from Prison". The article states that some of the letters were written on city letterhead. This is an example of what can happen when an elected body is self-regulated and has full discretion of the use of official letterhead. While this may seem to be an extreme example the unintended consequence is real and can happen to any elected Town body now or in the future.

The Town is in possession of informals (folded note paper) bearing a penciled sketch of Town Hall that do not contain the Town logo or seal. In the past, the Mayor and previous Commission members have utilized these informals to send communications such as thank-you notes, etc. The informals are available for use by any Commission member. According to the Resolution, this type of communication by a member of the Commission including the Mayor or Vice Mayor is permissible without the need to seek approval by a majority of the Town Commission prior to sending out correspondence.

Staff will have samples of these informals on hand at the October 21, 2015 Commission meeting for the Commission's review.

**Recommended Motion:** No Motion is necessary

**RESOLUTION 47, 2001**

**A RESOLUTION OF THE TOWN OF LAKE PARK, FLORIDA, DIRECTING THAT ANY CORRESPONDENCE WRITTEN BY THE MAYOR, VICE-MAYOR OR COMMISSIONERS ON LAKE PARK LETTERHEAD BE APPROVED BY THE FULL COMMISSION AT A PUBLIC MEETING; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS, The Town of Lake Park uses stationary which carries the official seal of the town; and**

**WHEREAS, When the mayor, vice-mayor, or a member of the commission uses the letterhead of the Town, they are speaking on behalf of the entire commission; and**

**WHEREAS, it is important to the interests of the Town that communications from the elected officials represent a spirit of unity and consistency,**

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**SECTION I**

**Any communications written by any or all of the elected officials of the Town on the official letterhead of the Town of Lake Park shall be submitted for the approval of the Commission at a public meeting prior to mailing.**

**SECTION II**

**Written communications from individual elected officials representing themselves which are not on the official letterhead of the Town are not subject to the above approval.**

**SECTION III**

**This Resolution shall take effect immediately upon adoption by the Town Commission**

47

The foregoing RESOLUTION was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Commissioner Otterson, and upon being put to a vote, the results were as follows:

	AYE	NAY
MAYOR PAUL CASTRO	<u>X</u>	_____
VICE MAYOR G. CHUCK BALIUS	<u>X</u>	_____
COMMISSIONER PAUL GARRETSON	<u>X</u>	_____
COMMISSIONER JEANINE LONGTIN	<u>X</u>	_____
COMMISSIONER BILL OTTERSON	<u>X</u>	_____

The Mayor thereupon declared the foregoing RESOLUTION 47, 2001 duly passed and adopted this 15th day of August, 2001

TOWN OF LAKE PARK, FLORIDA

BY: *Paul Castro*  
Paul Castro, Mayor

ATTEST   
*Bonnie L. Goralski*  
Bonnie L. Goralski  
Town Clerk

(Town Seal)

*Betty Resch*  
BETTY RESCH, Town Attorney  
Approved as to form and legal sufficiency

**RESOLUTION NO. 65-12-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING RESOLUTION 47-2001 DIRECTING THAT ANY WRITTEN COMMUNICATIONS WHEREBY THE MAYOR, VICE-MAYOR OR A COMMISSIONER USES THEIR TITLE OR USES THE OFFICIAL TOWN STATIONERY MUST FIRST BE APPROVED BY A MAJORITY OF THE FULL COMMISSION AT A PUBLIC MEETING; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lake Park uses stationery which carries the official seal of the Town; and

WHEREAS, the use of the Town's stationery by the Mayor, Vice-Mayor, or a Commissioner may impute or be attributed by recipients thereof as an "official" policy position of the Town Commission; and

WHEREAS, the use of his or her title by the Mayor, Vice-Mayor or a Commissioner when communicating in writing may impute or be attributed by recipients thereof as an "official" policy position of the Town Commission; and

WHEREAS, it is important to the interests of the Town that communications from the Mayor, Vice-Mayor or Commissioners represent a spirit of unity and consistency.

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

**Section 1.** The general substance of any written communication wherein the Mayor, Vice-Mayor or a Commissioner proposes to use his or her official title or to be written on the official letterhead of the Town of Lake Park shall be subject to the approval of a majority of the Commission at a public meeting prior to mailing.

**Section 2.** Written communications from the Mayor, Vice-Mayor, or a Commissioner when representing themselves, which are not on the Town's official letterhead, shall not be subject to the approval of a majority of the Town Commission.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Commissioner Carey, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	—
VICE-MAYOR ED DALY	<u>/</u>	—
COMMISSIONER CHUCK BALIUS	<u>/</u>	—
COMMISSIONER JEFF CAREY	<u>/</u>	—
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 65-12-08 duly passed and adopted this 3 day of December, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois  
DESCA DUBOIS  
MAYOR

ATTEST:

Vivian Mendez Lemley  
VIVIAN MENDEZ LEMLEY  
TOWN CLERK

TOWN OF LAKE PARK  
TOWN SEAL  
SEAL  
FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY



# WEST PALM BEACH OFFICIALS WROTE LETTERS REQUESTING MURDERER BE FREED FROM PRISON

**BY CHRIS JOSEPH**

WEDNESDAY, JANUARY 21, 2015 | 9 MONTHS AGO



Michelle Lennon's arrest photo in 1994

An unconscious Brooke Lennon was lying on the ground, his head a massive bloody wound. Lennon's young wife, Michelle, had smashed a baseball bat across his head. Her live-in boyfriend, Robert Tomassi, stood a short distance away, coaching Michelle on how to properly hold a bat for a more accurate strike.

Brooke had been drunk, so cracking him over the skull had been easy. The hard part was killing him. And the blood. All of the blood.

Tomassi instructed Michelle to cover Brooke's head with a plastic bag. That would keep the blood from seeping onto the floor. To keep the bag in place, Michelle tightened it with a telephone cord, wrapping it around the dying man's neck. She then squatted over her husband's limp, bloody body and sat on his chest. She punched and slapped his face, telling him to die already. She then stood up and kicked him in the testicles and kept shouting at him to die.

Michelle and Robert were eventually arrested and charged with murder. And in a tale that can unravel only in Florida, Palm Beach commissioners tried to get Michelle free by writing several letters to the New York state parole board.

According to a joint report by the *Palm Beach Post* and WPTV-News Channel 5, West Palm Beach Mayor Jeri Muoio, City Commissioner Kimberly Mitchell, and Commissioners Shanon Materio and Keith James all wrote letters on behalf of Michelle's adoptive father, a Palm Beach political heavyweight named Leonard Fintzy.

Michelle, who has been in prison since the gruesome murder took place in 1994, was up for parole, and Fintzy asked for the letters to be written as favors.

"I strongly recommend Michelle be released and allowed to live here in West Palm Beach," Muoio wrote in a letter obtained by WPTV dated August 16, 2013.

Another letter reads that Michelle "has been the subject of many conversations over the years" and that "We -- the collective we -- are ready to embrace Michelle and feel she will thrive with our collective guidance."

In yet another letter, the parole board is told that Michelle would have a job waiting for her in West Palm Beach upon release, offered by restaurateur Rodney Mayo, who owns Respectable Street, Howley's Diner, and other venues.

Fintzy is known as a political big dog who controls the powerful and influential CityWatch PAC. A CityWatch endorsement is gold to any politician seeking election, particularly in parts of West Palm Beach's affluent community.

According to the report, the letters came to light recently when Keith James, who is running against Fintzy for city commission, apparently tried to bring Michelle's case into light by requesting the city for correspondence that mentioned Fintzy or "Michelle Fintzy"

Fintzy and his wife released a statement last week saying that they were "shocked and deeply hurt that Commissioner Keith James has chosen to stoop to the lowest of low by authorizing his campaign staff to politicize our family's personal tragedy for his personal political gain."

For his part, James denies requesting the letters as a campaign tactic, chalking it up to good old fashioned campaign research.

James himself was a part of the group that wrote letters for the influential Fintzy. But he chose not to identify himself as a commissioner in the letters because he didn't want to be a subject to an ethics complaint, and that it was not considered city business.

Some of the letters were written on city letterhead.

According to the *Palm Beach Post*, James knew of Michelle's case, but had never personally met her. He also regrets writing the letter in the first place:

James said he never met Lennon but was familiar with the details of her case. Asked if Lennon was the kind of person he would want in West Palm Beach, James said, "in retrospect, probably not." He added, "the lesson that it teaches me is, 'just be careful about what favor you do for friends.' I decided to go on a limb and yes, I regret it."

Michelle's case was indeed a gruesome one. In 1994, she was a 23-year-old topless dancer who befriended the man she would eventually marry and ultimately murder, grocery store chain owner Brooke Lennon.

Brooke was 55-years-old when the two met and then married in Las Vegas. A short time after, Michelle would end up murdering Brooke by getting him drunk, beating him with a bat, and strangling him with a telephone cord. Michelle's boyfriend, then-24-year-old Robert Tomassi, helped her with the heinous crime.



Robert Tomassi

Prosecutors would ultimately prove that Michelle and Robert killed Brooke for money.

Brooke Lennon had \$280,000 in the bank and a \$2 million life insurance policy.

Robert helped place the plastic bag over Brooke's head, and eventually carried his dead body away from the crime scene. Police discovered the body in the trunk of Robert's car the very next day.

Michelle would be sentenced to 20 years to life. Robert, meanwhile, would be paroled in 2012. He died of a drug overdose last year.

As for Michelle, she remains in prison. She was up for parole for the first time in early 2014, but was denied.

In a statement about the letters, Fintzy and his wife wrote, "We as concerned parents reached out to our fellow community members for letters of support to show that we are deeply involved in the West Palm Beach community and that our daughter would not only have our help upon her release, but an entire support system in this community that would help her restart her life as a successful member of society."