

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.

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

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>—</u>
COMMISSIONER MICHAEL O'ROURKE	<u>Absent</u>	<u>—</u>
COMMISSIONER KATHLEEN RAPOZA	<u>Absent</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution NO. 43-10-15 duly passed and adopted this 21 day of October, 2015.

TOWN OF LAKE PARK, FLORIDA

BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

TOWN OF LAKE PARK

CONTRACTOR

BY: [Signature]
MAYOR

BY: Bell David Planning Group, Inc.

Name of Authorized Representative:

Jerry H. Bell / Alex A. David

Title: Principals



WITNESSED BY:

ATTEST:
TOWN OF LAKE PARK
SEAL
BY: [Signature]
FLORIDA
TOWN CLERK

Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: [Signature]
Thomas J. Baird TOWN ATTORNEY

CONTRACT FOR SERVICES

This Contract is made as of the 21 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.

ARTICLE 20. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 21. PUBLIC RECORDS

In performing services pursuant to this Contract, CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes including, but not limited to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service in paper and/or electronic formats.

- B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall, upon request be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

- E. In the event, Contractor does not or refuses to comply with the provisions of Chapter 119, F.S., and action is brought against the Town for the failure to provide public records associated with the Contract, CONTRACTOR shall indemnify and hold harmless the Town from any attorney's fees the Town incurs in defending such action.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

Technical Assistance Request Quotes

**all New Work*
(Scope of Work)*

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"> 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. 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. Compile and develop the Population and Water Demand Forecasts for the 20-Year Planning. 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. Review and compile a listing of all water supply related Capital Improvement Programs (and any private projects) to determine any impacts to the Town. 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. 	Calvin, Giordano	Patrick Figurella; Jean Dolan	PFigurella@egasolutions.com; JDolan@egasolutions.com	<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 DRC review. \$10,000</p> <p>Transmittal Process \$5,500 Adoption Process \$3,500</p> <p>LDR Preparation and Adoption Support \$11,340</p> <p>GRAND TOTAL \$48,840</p>
<p>Adoption of the Updated 20-year Water Supply Plan and Associated Amendments</p>				<p><i>increased scope of work, would increase amount however, staff will now have the opportunity to work with CGA for engineering & landscape related review</i></p>

<ul style="list-style-type: none"> 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. 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. 	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>Other Comprehensive Plan and Land Development Regulations Amendments</p> <ul style="list-style-type: none"> 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. 	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 \$10,000 - max \$40,000</p> <p><i>(increased scope would increase amount)</i></p>

<ul style="list-style-type: none"> • 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. 	<p>Bell David Planning Group</p>	<p>Jerry Bell and Alex David</p>	<p>jerry@belldavid.com</p>	
<ul style="list-style-type: none"> • 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. 			<p>Phase I: \$4,000; Phase II: \$2,000; Phase III: \$3,800.....TOTAL COST \$9,800</p>	

*Further
↳ detailed in
Scope of Services*

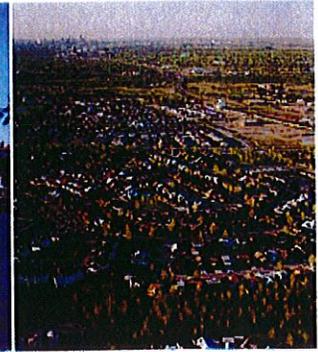
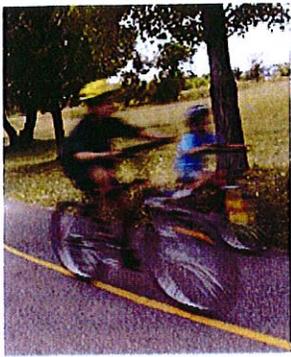
*new proposal for
Mixed-use related
scope of work only
= \$13,200 (\$2,700 of
which has already been
paid pursuant to previous
limited scope) thereby
making the remaining
amount = \$10,500*

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BELL DAVID PLANNING GROUP

The principals of Bell David Planning Group have over thirty-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
Special Planning Projects



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.