



REVISED

Lake Park Town Commission, Florida
Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
August 06, 2025 6:30 P.M.

Roger Michaud
Michael Hensley
John Linden
Michael O'Rourke
Judith Thomas
Richard J. Reade
Thomas J. Baird
Vivian Mendez, MMC

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Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner
Town Manager
Town Attorney
Town Clerk

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 contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT: NONE

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.

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.

1. Regular Commission Meeting Minutes - July 16, 2025
2. Resolution 43-08-25 – 2024-2025 Community Development Block Grant (CDBG) Award Agreement - 1st Amendment - PBC Department of Housing & Economic Development (DHED) - Splash Pad/Water Feature (Kelsey Park) - \$400,916
3. Resolution 44-08-25 - Professional Real Estate Brokerage Services Agreement - Cushman & Wakefield U.S., Inc.
4. Resolution 45-08-25 - Professional Real Estate Brokerage Services Agreement - RMA Real Estate, LLC
5. Resolution 46-08-25 - Professional Real Estate Brokerage Services Agreement - Colliers International Florida, LLC

- [6.](#) Emergency Purchase/Rental - Automated Side Loader (ASL) Vehicle - Big Truck Rental, LLC - \$12,000 (FY 2026 Sanitation Fund)(Town's Purchasing Code, Section 2-249. Alternative Source Selection)

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE

NEW BUSINESS:

- [7.](#) Resolution 47-08-25 – Agreement for Professional Architectural Services – Historic Town Hall Preservation Project – TFH Architectural Services, LLC.
- [8.](#) Town of Lake Park Marina P3 Project - Request to Amend the State of Florida Board of Trustees of the Internal Improvement Trust Fund (TIIF) Deed Restrictions.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on August 20, 2025.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 6, 2025

Originating Department: Town Clerk

Agenda Title: Regular Commission Meeting Minutes - July 16, 2025

Approved by Town Manager: _____ **Date:** _____

Cost of Item: NA **Funding Source:** _____

Account Number: NA **Finance Signature:** _____

Advertised:

Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibits A-C, Comment Cards

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Summary Explanation/Background: NA

Recommended Motion:

I move to approve the July 16, 2025 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Wednesday July 16, 2025

Immediately Following the Community Redevelopment Agency Meeting

Roger Michaud	—	Mayor
Michael Hensley	—	Vice Mayor
John Linden	—	Commissioner
Michael O'Rourke	—	Commissioner
Judith Thomas	—	Commissioner
Richard J. Reade	—	Town Manager
Thomas J. Baird	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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CALL TO ORDER/ROLL CALL

7:29 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

The Pledge was bypassed.

APPROVAL OF AGENDA:

Commissioner Thomas pulled items 3, 4, and 5 from the consent agenda.

Motion to approve the agenda as amended made by Commissioner O'Rourke, Seconded by Commissioner Thomas.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

SPECIAL PRESENTATION/REPORT:

1. Marina P3 Quarterly Update Presentation - Forest Development representatives

Larry Zabik and Peter Baytarian presented to the Commission (Exhibit A).

Commissioner O'Rourke asked for and received clarification regarding the timeline for payment of \$1.2 million to the Town to take place once Forest Development has paid \$600,000.00 to the State Cabinet for the appraisal. Commissioner Thomas raised concerns that the leases for the boat clubs and for the Nautilus sales/model barge would expire on September 30th and would this be in conflict with the September 16th Florida Department of Environmental Protection (FDEP) approval.

Lee Feldman from the Euclid Group introduced himself and explained that FDEP, the Governor and Cabinet are all aware of the continuing issues that extend past the approval date until September 30th with the understanding that everything will be removed by September 30th or shortly after. He went on to explain that the reversions on the deeds would not go into effect until this was completed.

Town Manager Reade explained that the charter companies have been notified that their contracts, which will expire on September 30th will not be renewed. He went on to say that an agreement would be brought back before the Commission for the re-location of the barge. Vice Mayor Hensley asked what date the \$1.2 Million would be paid to the Town. Forest Development representative stated that it would be after the approval of the reverters. There is not a date set, but they will comply with the comprehensive

agreement. Vice Mayor Hensley also requested that Forest Development provide timely quarterly reports moving forward.

PUBLIC COMMENT:

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-Pablo Perhacs spoke about traffic and speeding and believes progress is being made.

CONSENT AGENDA:

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Items 3, 4, and 5 were pulled.

2. Town Commission Regular Meeting Minutes - July 2, 2025
6. Resolution 41-07-25 – Stormwater Rates – Fiscal Year 2026 – 2028.
7. Resolution 42-07-25 - Support 2021 Lake Worth Lagoon Management Plan - Lake Worth Lagoon Initiative Grant Program - \$1,000,000 (Septic-to-Sewer Project).

Motion to approve remaining Consent Agenda items 2, 6 and 7 made by Commissioner Linden, Seconded by Commissioner O'Rourke.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

3. Resolution 38-07-25 – Scope of Services Agreement - Stormwater Infrastructure Design and Grant Support - Water Resource Management Associates, Inc. (WRMA) – \$134,012.40.

Commissioner Thomas requested confirmation that the funds would be for the design of the stormwater infrastructure, not to include the implementation of any features or improvements.

Public Works Director Jaime Morales confirmed this to be correct and outlined the process.

Commissioner Thomas asked follow up questions related to stormwater infrastructure in various locations in Town. Public Works Director Morales stated that they will be seeking Commission and community input throughout various stages including design and implementation.

Public Comment:

Patricia Leduc spoke about keeping Lottie Mae Park as a passive park without fencing.

Motion to approve Resolution 38-07-25 made by Commissioner Thomas. Seconded by Commissioner O'Rourke. Voting Aye: All.

4. Resolution 39-07-25 - Interlocal Agreement - Information Technology Network Services (Fiber) - Palm Beach County.

Commissioner Thomas stated that she pulled this item to get clarification on the following; will Public Wifi be part of this? We will be paying \$17,400.00 annually to the County, how does that work? She wanted it stated for the record that she had submitted the following questions to staff and she did receive some answers; could the Town have its own internet service and sell it off? Would there be free public internet service to residents and who would the provider/s be? Chief Information Technology Officer Paul McGuinness explained that the fiber service with the County does not include internet and is completely separate. He stated that if the Town purchased this service from a private provider, it would cost two to three times more. Commissioner Linden asked how this increased price is different from what the Town currently has. Chief Information Technology Officer McGuinness explained that our current service is with the County, but that the contract had expired and that this is the same rate and the same service that we had previously.

Vice Mayor Hensley wanted it to go on record that this will save money for the Town.

Motion to approve Resolution 39-07-25 made by Commissioner O'Rourke. Seconded by Vice Mayor Hensley. Voting Aye: All.

5. Resolution 40-07-25 – Solid Waste Rates – Fiscal Year 2026 – 2028

Commissioner Thomas requested a status on various vehicles. Public Works Director Morales stated that there are two vehicles they are expecting to receive in December 2025 and there are two vehicles which are proposed in 2025-2026 and expected to arrive in September 2026. There are also three vehicles anticipated in 2028. Commissioner Linden asked if the proposed pickup schedule will extend the life of any of the vehicles. Public Works Director Morales stated that yes it would. Town Manager Reade stated that most of this information will be in the budget document within the capital improvement plan and available to the public on the Town website.

Motion to approve Resolution 40-07-25 made by Vice Mayor Hensley. Seconded by Commissioner Thomas. Voting Aye: All.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

8. Ordinance 03-2025 - Creating Chapter 65 "Workforce Housing" - Town of Lake Park Code of Ordinances.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, FLORIDA BY CREATING CHAPTER 65 TO BE ENTITLED "WORKFORCE HOUSING"; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Karen Golonka explained the changes to the Ordinance since first reading regarding section 65-5. Commissioner Linden asked about the possibility of opting out of the State requirements due to the size of the Town. Town Attorney Baird stated that there is no possibility for an opt-out. Town Manager Reade further stated that they do advocate changes to support the Town's needs through the Town Lobbyist every year.

Commissioner Thomas stated that she had submitted questions to staff and wanted it to be on the record. The first question was what the maximum height would be under the Live Local Act. She stated that the response she received was that it would be related to what was in a one mile radius. The second question was would the developer be

guaranteed 48 units per acre but that land development regulations would determine how much would go on the parcel.

Vice Mayor Hensley asked for clarification on how the Live Local Act protects the Town. Town Attorney Baird stated that the live Local Act requires developers to consider all of the different income levels within the Town.

Motion to approve Ordinance 03-2025 made by Commissioner Linden, Seconded by Vice Mayor Hensley.

Commissioner O'Rourke stated that there are two staff recommendations that were not included on first reading that he would like read into the record. The first recommendation was "Live Local Act projects in Industrial districts and any on church property shall follow the regulations of the "Mixed Use, Traditional Neighborhood District". The second recommendation was "Live Local Act projects in Commercial districts shall follow the Park Avenue Downtown District (PADD) regulations".

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

Town Attorney Baird read the Ordinance by title only.

NEW BUSINESS:

9. Setting the Current Year Proposed Millage Rate, and Restating the Date, Time and Location for the First Public Budget Hearing

Finance Director Barbara Gould explained the item and added that there would be an opportunity for the Commission to adopt a lower rate but they would not be able to adopt a higher rate. Town Manager Reade clarified that this is the current rate at this time.

Motion to approve the Millage Rate at 5.1 Mills and setting the date, time and place as Monday September 8, 2025 at 6:30pm in the Commission Chamber made by Commissioner O'Rourke, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke

10. Town Commission Priorities - Fiscal Year 2026 Budget

Finance Director Gould explained that they had received the votes back from the Commission on the budget priority items (Exhibit B). Commissioner O'Rourke explained that he did not participate in the vote because he does not feel that this is an effective way to develop the budget. He prefers that each department submit their priorities. Commissioner Linden agreed with this as well. Vice Mayor Hensley explained that these are Commission priorities, not department priorities. Town Manager Reade confirmed this to be correct and clarified the process and why he took this approach. Commissioner Linden stated that one of his priorities would be traffic calming and another would be lighting in Town. Town Manager Reade suggested that the items that received a 4-1 vote have received majority support to move forward and the items that received a 3-2 vote are the items up for discussion tonight. Commissioner Thomas explained that she had some confusion over the lighting item and what it specifically meant. Town Manager Reade explained that the lighting item is in addition to the Florida Power & Light (FPL) lighting project already under way. Public Works Director Morales explained the phases of the FPL lighting project. Vice Mayor Hensley requested that the lighting item be taken out and they will just focus on the FPL plan for now. Commissioner O'Rourke stated that there was an item he had brought up previously regarding salary increases for the Commission, but it is not on the priorities list. Commissioner Thomas stated that the only reason that item was not included is because it was brought up after the priorities lists were provided to the Commission. Mayor Michaud stated that it seems that they would like to prioritize everything on the Special Events priorities list. Town Manager Reade suggested that they move forward with the code compliance and customer service training item. Mayor Michaud suggested that they do not need to have discussion on the items that received a 3-2 vote. Commissioner Thomas stated that the oval about is an item of concern. Town Manager Reade provided a status on this item and that it is a priority for staff. Commissioner Thomas spoke about traffic calming needs once the Promenade project is completed. Public Works Director Morales stated that they are already in the process of evaluating this issue. Commissioner O'Rourke spoke about the recreation events for kids and adults item. He stated that the re-development of Bert Bostrom Park would need to

come before this item. Mayor Michaud stated that a soccer program wouldn't require much funding or physical field enhancements. Special Events Director Riunite Franks asked about the possibility of holding the Martin Luther King (MLK) Day event in the Mirror Ballroom with guest speakers, poems, kids activities, etc. and she is requesting Commission direction. Mayor Michaud stated that it might be an issue because of the occupancy restrictions in the Mirror Ballroom. Commissioner O'Rourke encouraged the public to volunteer to assist with future events. Vice Mayor Hensley stated that he is not for having the event in the Ballroom because of the restrictions. He would like to continue with having the event outside, but having a back-up plan in place in case of rain. The Commission discussed having the event in the Ballroom as a brunch and charging a fee for entrance. Special Events Director Franks also requested direction regarding the holiday event due to the fact that the Community Redevelopment Agency (CRA) would not be able to fund it. CRA Administrator Allison Justice stated that the CRA would be able to participate in some ways such as the Christmas tree, but cannot host the event. Commissioner Thomas asked about the promotion of the Public Works Portal item. Public Works Director Morales stated that they are looking to improve the existing system to make it more effective. Grant Writer/Chief Public Information office Merrell Angstreich requested direction regarding the JetSet Soccer program. Commissioner Linden recommended keeping the grant funds for JetSet as a budgetary line item. The Commission agreed to keep the grant amounts for JetSet, Haitian Flag Day and for the block parties and to decrease the amount of funding for block parties.

Public Comment:

Mary Beth Taylor is glad that the oval about on 10th Street is a priority. She also spoke about the Splash Pad and Community Center. She asked that residents be provided with more information and consider residents input before prioritizing projects. Ms. Taylor submitted written comments (Exhibit C).

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager Reade informed the Commission that staff performed a hurricane tabletop exercise. He announced the following; Library Grand Re-Opening will be on August 2nd and the upcoming Sunset Celebration. Consensus was reached for a proclamation for “Feeding South Florida”. He announced there will be a Senate Bill 180 update via a memo from the Town Attorney's office. Town Manager Reade commended the Vice Mayor for assisting a fellow elected official in a moment of dire need.

Commissioner O'Rourke thanked Finance Director Gould for the budget process.

Commissioner Thomas also thanked Finance Director Gould. She stated that after the budget process, she would like the Commission to focus on the evaluation process for the Town Manager. Commissioner Linden requested that a Commissioner salary increase be added to the budget priorities. Commissioner O'Rourke suggested the Mayor be increased to \$15,000.00 and the Commissioners be increased to \$12,000.00 Commissioner Linden suggested the salaries for both be doubled given the level of work that the positions require. The Commission agreed to have this item brought forward for discussion but they request that they be provided with all of the associated costs involved with a raise.

Vice Mayor Hensley had no comments.

Mayor Michaud had no comments.

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

Motion to adjourn made by Commissioner O'Rourke. Seconded by Commissioner Thomas.

Voting Aye: All.

Meeting adjourned 10:07pm

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on August 6, 2025.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2025

Exhibit A

Lake Park Harbor Marina Quarterly Update July 16, 2025

Overview

- Hotel, Boat Storage, Restaurant and Marina Pod leases approved.
- PUD and site plans re-submitted June 2025.
- State of Florida Reverter appraisal received. We will be proceeding to Governor and Cabinet for approval at their September 16th Meeting.
- Lake Park – Forest Development joint planning meetings ongoing.
- Revised project timeline submitted.

P3 Redevelopment Project Critical Path

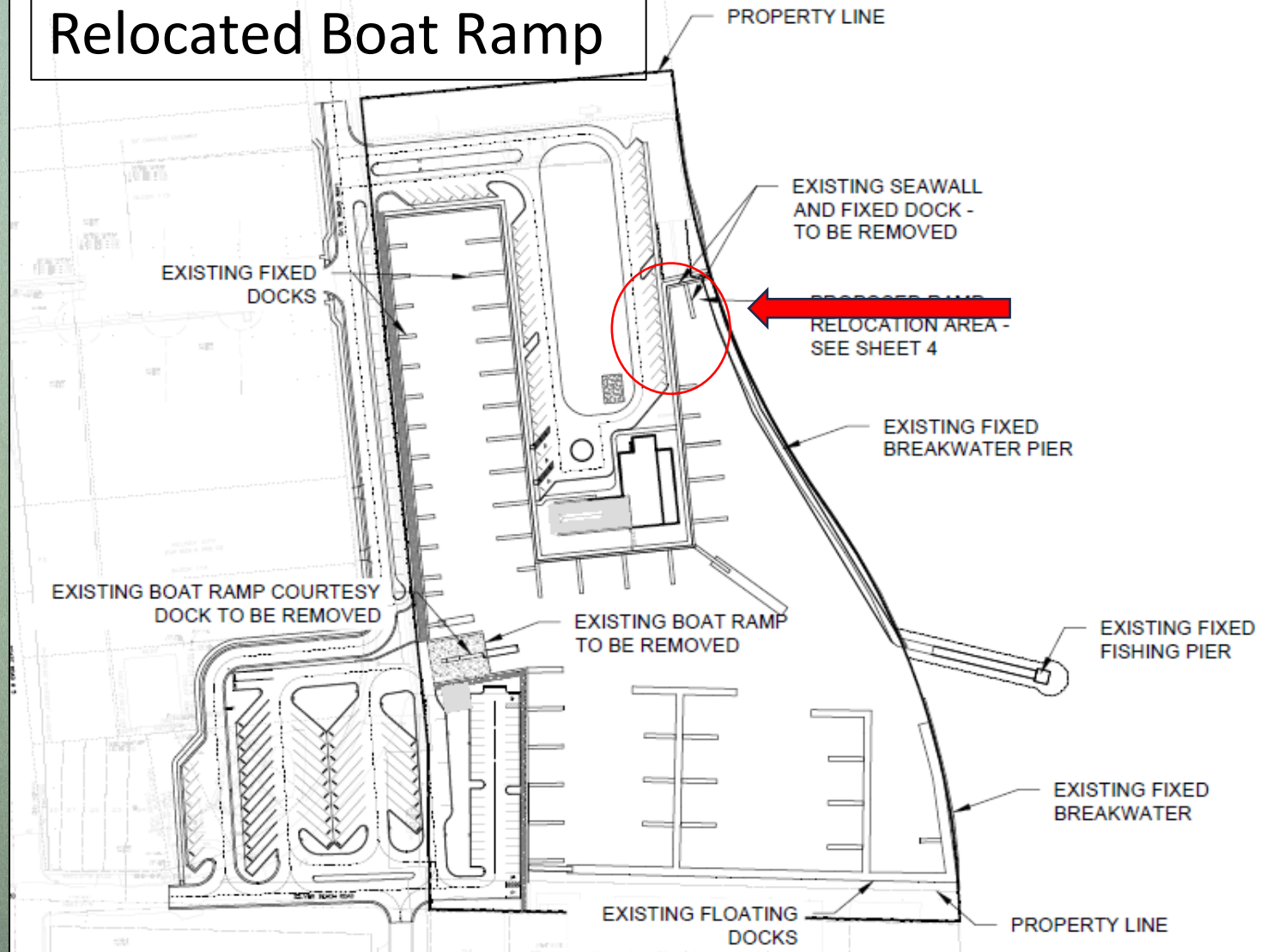
- Deed Restrictions and Reverter Clauses.
 - Full compliance for marina underway.
 - Boat clubs notified and evaluating options.
 - Forest Development barge to be moved to unaffected marina area.
 - Expect to be before Governor and Cabinet September 16, 2025 for approval of additional marina uses defined in Comprehensive Agreement.

Marina and Boat Storage Pod's Redevelopment Project Critical Path

- Marina and Boat Storage Component Partner Selected - City Harbor, LLC, whose Principal is Raymond Graziotto.
- Marina Component → First DEP/USACOE permits applied for ramp relocation to original location at northeast corner of marina as well as provide the dry stack boat storage entitlement.
 - › All permits submitted with Lake Park as Permittee.
 - › Response to comments submitted to DEP and USACOE.
 - › Relocation facilitates the operation of the dry boat storage and improves trailer access.
 - › Additional comments related to reverters being addressed.

Relocated Boat Ramp

Item 1.



FOREST
DEVELOPMENT



Hotel Pod Redevelopment Project Critical Path

- Hotel Component.
 - Resubmittal for PUD and site plan review included.
Architectural Elevations & Floor Plans.
 - Hotel Management Agreement currently in negotiations with Marriot Hotels & Resorts.
 - › Premium product → Autograph or Tribute level.

Start: 7/1/2022
Finish: 7/21/2028

Lake Park P3 : Master Critical Path 7.7.2025
Outline Gantt View: Default Outline Gantt View Table

Item 1.

	Activity Name	Org Duration	Early St.	Early Fin.	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	Master Critical Path 7.7.2025	2212	7/1/2022	7/20/2028									
2	Complete Comprehensive Agreement	371	7/1/2022	7/6/2023									
3	Public input and workshop	0	7/6/2023	7/6/2023									
4	Town Commission Review/Workshop	28	7/7/2023	8/3/2023									
5	Approval of Comprehensive Agreement	0	8/3/2023	8/3/2023									
6	Ground Lease (4) Submissions	153	8/4/2023	1/3/2024									
7	Ground Lease Approvals	134	1/4/2024	5/16/2024									
8	Marina Permit Preparation	180	4/18/2024	10/14/2024									
9	Resolution of Reverters	489	5/16/2024	9/16/2025									
10	Marina Permit Submission	0	10/14/2024	10/14/2024									
11	Marina Permit Review and Site Plan	442	10/15/2024	12/30/2025									
12	Boat Storage Site Plan Approval	180	7/1/2025	12/27/2025									
13	Site Plan Development & Finalization	288	9/17/2025	7/1/2026									
14	Design and Permitting of Approved Plan	180	12/28/2025	6/25/2026									
15	Marina Upgrades Phase I Boat Ramp	300	12/28/2025	10/23/2026									
16	Marina Permit Approval	0	12/30/2025	12/30/2025									
17	Marina Upgrade Phase II Initial Expansion	365	12/31/2025	12/30/2026									
18	Marina Expansion P3 Negotiations Begin	380	1/8/2026	1/22/2027									
19	Construction of Boat Storage	365	6/26/2026	6/25/2027									
20	Marina Restaurant Site Plan Approval	150	6/29/2026	11/25/2026									
21	Uplands Hotel Site Plan Submission	0	7/1/2026	7/1/2026									
22	Hotel Site Plan Approval	210	7/2/2026	1/27/2027									
23	Construction of Marina Restaurant	270	11/26/2026	8/22/2027									
24	Marina Upgrade Phase III Full Expansion	240	12/31/2026	8/27/2027									
25	Construction of Hotel	540	1/28/2027	7/20/2028									

This schedule is based on 9/16/25 approval by the Governor and Cabinet for modification to the deed reverter.
The provisions of this Schedule/Exhibit are subject to the terms of Section 8.2 of the Comprehensive Agreement.

Activity	Name	Resource Names & %Alloc	Event	Name	Hammock	Early Start	Early Finish
Subproject		Early Finish	Interface Event	Early Start	Summary	Early Start	Early Finish

Zabik & Associates, Inc.



Questions and Answers



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2025

Originating Department: Town Manager /Community Development

Agenda Title: Marina P3 Quarterly Update Presentation - Forest Development

Agenda Category (i.e., Consent, New Business, etc.): **Consent**

Approved by Town Manager: _____ **Date:** _____

Cost of Item: N/A **Funding Source:** N/A

Account Number: N/A **Finance Signature:** _____

Advertised:

Date: N/A **Newspaper:** _____

Attachments: Forest Development P3 Quarterly Update Presentation (includes updated Critical Path)

Original Critical Path (pursuant to the Comprehensive Agreement Approved on August 2, 2023)

Please initial one:

_____ Yes I have notified everyone

ND _____ Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park entered into a Marina P3 Comprehensive Agreement (in accordance with state law) with Forest Development on August 2, 2023 to provide/construct various improvements within Town-owned property to promote economic development opportunities within our community. This agreement provides many of the requirements/details regarding the proposed project, including a quarterly update to the Town Commission on the status of the project by our partner, Forest Development.

As a result, Forest Development will be providing their P3 Quarterly Update to the Town Commission (most recent update provided on December 18, 2024).

Town Staff has been meeting with Forest Development weekly throughout the month of June 2025. The meetings have been very productive in discussing a number of issues associated with the Lake Park Harbor Marina P3 initiative. The discussions have been geared on moving the process forward to, first and foremost, ensure that the request to the Governor and Cabinet to consider the deed restriction modifications for the proposed restaurant and the boat storage facility (i.e. 1st Appraisal only - \$600,000) be considered during their meeting in September 2025.

Forest Development has requested to utilize a consultant to assist with this request, which the Town staff does not have a concern with, as well as to determine if the State of Florida would provide Forest Development (i.e., sales barge) and both membership boat clubs (Freedom Boat Club and JetRide) with an opportunity to remain within the deed restricted areas until September 30, 2025.

Note: Previous to the determination of utilizing a consultant (as provided above), Forest Development has committed to either removing the barge from the Marina or to move it to an area within the Marina that does not maintain deed restrictions by August 1st. This new location is still under review by the Marina Director and Town Attorney.

In addition, and in an effort to address the updated timeline for the overall initiative, Forest Development will present an update to the Critical Path (project timeline/schedule), which was developed based on the date (September 16, 2025) that the developer expects the Governor and Cabinet to approve the amendments to the Deed Restrictions (as requested by the developer). The original Critical Path that was included with the August 2, 2023 approval of the Comprehensive Agreement is also enclosed.

Further, the project's PUD Master Plan and the individual site plan applications have been resubmitted by Forest Development at the end of June 2025 and are currently in review by Town staff. Each of the redevelopment proposals, due to the complexity of these proposed projects, are expected to require extensive review, along with potential land development regulation and comprehensive plan amendments to adequately accommodate the proposed uses within the Marina area, while maintaining necessary public amenities and open spaces.

Additionally, these reviews will assist in determining any needed amendments to the Comprehensive Agreement, which the Town and Forest Development will continue to work together on. All proposed amendments, once finalized, will be brought forward to the Planning & Zoning Board and the Town Commission at a later date for discussion and consideration.

Recommended Motion:

N/A.

Exhibit B

Item 1.

Town Commission's FY 2026 Budget Priorities/Initiatives Requested		Yes, supported by # of votes	No, not supported/no reponse by # of votes
Commissioner's Name _____			
Budget Season	Develop a smoother budget process	4	1
Town Calendar	Ensure Town calendar is up to date	4	1
Town Code Review	Review and propose amendments to all sections of the Town's Code of Ordinances	4	1
Code Compliance	Provide educational materials to residents to assist them to be and remain in code compliance	4	1
Code Enforcement Training	Customer service	3	2
More Proposed Project Signage	Inform residents to provide awareness regarding current and proposed projects	3	2
Golf Cart Parade	Christmas or 4th of July	1	4
Christmas Trolley Tour	Throughout the Town with Santa	2	3
Martin Luther King, Jr Day Holiday	Allocate funds to support programming the Martin Luther King, Jr Day Holiday, including community celebration, educational activities or a service initiative that honors Dr. King's legacy and encourages unity and civic engagement	4	1
Standing Commitment to Haitian Flag Day and MLK Celebration	Both events are proposed to be funded within the FY 2026 Budget	4	1
Hosting a Multi City Parade		1	4
Fall Festival on Park Avenue	Town to engage with the promoters of the Lake Park Music & Food Festival to potentially hold a Fall Festival within the Park Avenue Downtown District (i.e., 3rd Quarter)	4	1
Exclusive recreation events for kids and possibly adults	<u>Kids</u> : Micro Soccer, Flag Football, etc. <u>Adults</u> : Kickball or Soccer	3	2
Senior Citizen Activities with Transportation		3	2
Senior Citizen Event Promotion	Advertise events specifically tailored to our senior citizens (i.e., printed materials, social media or local partnerships)	3	2

Blakeley Memorial Park Improvements	Lighting, landscaping & benches	3	2	Item 1.
New Community Center	Research grant and alternative funding to support construction	3	2	
Oval-A-Bout	Research grant and alternative funding to support construction	3	2	
Traffic Calming	Speed hump on Teak Drive and other needed streets	2	3	
Refine Traffic Safety Ordinance		3	2	
Road Repairs	(i.e., Potholes, Sidewalks etc.)	4	1	
Lighting		2	3	
Public Works Department Staffing	Continue to fully staff department	4	1	
Promote Public Works Service Portal	Ensure that residents, businesses and stakeholders are aware of the Town's Service Portal to report issues and/or request services/repairs/maintenance	2	3	
Updates on Capital Projects	Grants & Communications Department and Public Works develop information on Town Capital Projects to be disseminated throughout the Town	3	2	
Working Sanitation Equipment	Fix or Replace our Sanitation Equipment	4	1	
Tyler Software	Make sure all software modules are implemented and updated	4	1	
USA Semi Quincentennial – 250 th Anniversary of the signing of the Declaration of Independence	Additional celebration of event, more fireworks	2	3	
Education Board	Reactivate the Board	4	1	
<u>Previous Commission Priorities:</u>				
Holiday Lighting & Music - Park Avenue Downtown District	Proposed to be funded within the FY 2026 Budget - CRA	3	2	
Holiday Lighting - Town Hall	Proposed to be funded within the FY 2026 Budget	2	3	
Quarterly Outreach Meetings	Proposed to be funded within the FY 2026 Budget	3	2	
Please see list of current and previous Commission priorities for consideration/direction	Attachment from Director of Special Events			



TOWN OF LAKE PARK
PROPOSED SPECIAL EVENTS ORGANIZED BY TOWN STAFF

	Yes, supported by # of votes	No, or no response by number of votes
<u>SUNSET CELEBRATION (\$106,980.00)</u> Sunset Celebrations are held the last Friday of each month from 6:00 PM – 9:00 PM in Kelsey Park. The event features live entertainment, and a variety of food, beverage, art and craft vendors.	4	1
<u>MLK CELEBRATION (\$20,000.00)</u>		
The MLK Celebration occurs the Friday before the national MLK holiday from 6:00 PM – 9:00 PM in Kelsey Park. The event features live entertainment, food, beverage, art and craft vendors, games, activities and a kid's zone.	4	1
<u>TOUR DE LAKE PARK (\$1,1140.00)</u>		
The Tour de Lake Park is a bicycling event that is held each year in March to recognize Florida Bicycle Month. The Commissioners lead participants (ages 12 and up) on a tour of pre-selected locations around the town.	4	1
<u>EASTER EGGSTRAVAGANZA (\$6,500.00)</u>		
The annual Easter Eggstravaganza is historically held the Saturday before Easter from 10:00 AM – 1:00 PM in Kelsey Park. There are egg hunts for children 3-10 years old, free photos with the Easter Bunny, children's activities, food vendors and more.	4	1
<u>ARBOR DAY CEREMONY (\$1,245.00)</u>		
The annual Arbor Day Ceremony is held the last Friday in April at 10:00 AM to celebrate National Arbor Day and our Tree City USA designation. The Town's Tree Board selects a tree to be planted in a location pre-determined by the Public Works Department.	4	1
<u>MEMORIAL DAY CEREMONY (\$1,040.00)</u>		
Town staff partners with our local VFW Post 9610 to host an annual Memorial Day Ceremony at 11:00 AM in Kelsey Park.	4	1
<u>SUMMER CAMP (\$8,500.00)</u>		
The Town hosts an annual Summer Camp for children ages 6 – 12 from June – August. We hire four Camp Counselors to work with our Recreation Supervisor to provide a wide range of activities and field trips. However, due to the capacity limitations of the 800 Park Avenue building and the Town Bus, we can only host a maximum of 20 campers each year.	4	1
<u>RED, WHITE & BLUE SUNSET CELEBRATION (\$45,000.00)</u>		
The Town hosts a red, white and blue themed event in honor of Independence Day in conjunction with the June Sunset Celebration in Kelsey Park. The event features live entertainment, food, beverage, art and craft vendors, games, activities, a kid's zone and a 25-minute fireworks show.	4	1

			Item 1.
<u>BACK 2 SCHOOL EXTRAVAGANZA (\$7,000.00)</u>			
The annual Back 2 School Extravaganza is held the Saturday prior to the first day of school from 10:00 AM – 1:00 PM at Lake Park Town Hall. We provide free backpacks, school supplies, educational resources, healthcare information and food assistance to over 700 K-12 students. We also provide children's activities, entertainment, free books, clothing, food and beverages. You do not have to be a Lake Park resident to participate.	4	1	
<u>MULTICULTURAL FESTIVAL (\$20,000.00)</u>			
The Multicultural Festival is held during the month of September in Kelsey Park. There is live music, cultural performances, food, beverage, art and craft vendors, games, activities, and a kid's zone.	4	1	
<u>FLORIDA CITY GOVERNMENT WEEK (\$250.00)</u>			
In honor of Florida City Government Week, the 5 th grade classes from Lake Park Elementary and Palm Beach Academy participate in a mock commission meeting and skits within the various town departments. We also have presentations from the Public Works Department, Lake Park Public Library and PBSO District 10.	3	2	
<u>FALL FESTIVAL AT SUNSET CELEBRATION (Part of Sunset Celebration Budget)</u>			
The Town hosts a fall festival/Halloween themed event in conjunction with the October Sunset Celebration in Kelsey Park. The event features live entertainment, food, beverage, art and craft vendors, trick-or-treating around the park and a Halloween costume fashion show.	3	2	
<u>HOLIDAY CELEBRATION (\$6,700.00)</u>			
The Town and CRA host an annual Holiday Celebration on the first Friday in December, from 6:00 PM – 8:00 PM at the Town Green. The event includes live performances, free photos with Santa and Mrs. Claus, children's activities, food, beverage, art and craft vendors, raffle prizes and the official countdown to light the Christmas tree, menorah and kinara. Attendees can also stroll down Park Avenue to view the Town's Holiday Lights Display.	4	1	
<u>SANTA'S MAGICAL SLEIGH RIDE (\$3,200.00)</u>			
Santa and the Town Commission travel through the town on a holiday themed fire truck complete with LED lights and snow.	3	2	
<u>HOLIDAY DECORATING CONTEST (\$600.00)</u>			
The Town hosts a Holiday Decorating Contest during the month of December. Residents and Businesses are asked to show their holiday spirit by decorating their home or business. The 1 st place winners in each category win a prize.	4	1	
<u>SANTA'S MAILBOX (\$200.00)</u>			
Santa's Mailbox is setup in the Lake Park Public Library during the month of December. Participants are asked to drop their letter for Santa in the mailbox and include their name, mailing address and phone number. Santa will send a personalized reply back straight from the North Pole.	4	1	

<u>TOWN OF LAKE PARK</u>		
<u>PROPOSED SPECIAL EVENTS ORGANIZED BY OUTSIDE ORGANIZATIONS</u>		
<u>NEIGHBORHOOD BLOCK PARTY GRANTS (\$5,000.00)</u>		
The Town provides 10 reimbursement grants for \$500.00 each for residents to host a block party in their neighborhood. Grants are provided on a first-come, first-served basis.	3	2
<u>CITY OF RIVIERA BEACH MLK PARADE (\$2,555.00)</u>		
Historically, the Town Commission has participated in the Riviera Beach MLK Parade held during the month of January. Costs include the rental of one or two convertibles, car magnets and staffing.	3	2
<u>HAITIAN FLAG DAY CELEBRATION (\$10,000.00)</u>		
The Haitian Flag Day Celebration is organized by a local group (FAPRE) to celebrate Haiti's independence. The event is held on the Saturday closest to May 18 at Bethlehem Haitian Baptist Church. There is live music, cultural performances, food, beverage, art and craft vendors, a soccer tournament, basketball game and other activities. Historically, the Town has sponsored this event and provided budgeted funding ranging from \$5,000.00 - \$15,000.00 as well as equipment and staffing.	4	1
<u>JET SET YOUTH SUMMER SOCCER CAMP (\$10,000.00)</u>		
The Town's soccer provider (Jet Set V.F.C.) hosts an annual weeklong soccer camp for children ages 6 – 12 during the first week in June at Bert Bostrom Park. Camp is free for Lake Park residents. Historically, the Town has sponsored this event and provided budgeted funding ranging from \$5,000.00 - \$15,000.00.	4	1
<u>PBC VETS DAY PARADE (\$2,555.00)</u>		
Historically, the Town Commission has participated in the Palm Beach County Veterans Day Parade held during the month of November in West Palm Beach. Costs include the rental of one or two convertibles, car magnets and staffing.	3	2
<u>LAKE PARK ELEMENTARY CAROLING EVENT (\$1,000.00)</u>		
The chorus from Lake Park Elementary organizes a caroling event around town for one evening in December. The Town provides budgeted funds to rent light towers as well as provide safety equipment and staffing.	4	1

JULY 16, 2025 REGULAR COMMISSION MEETING PUBLIC COMMENT
MARY BETH TAYLOR

Good Evening Everyone,

TOPIC: Town Commission's FY 2026 Budget Priorities/Initiatives Requests

- **LISTED, Improvements to Blakely Park** All of our parks are priceless, rare treasures, to be preserved for the health and well-being of our citizens.
- **LISTED, OVAL-A-BOUT**, hopefully located on Tenth Street, CRA.
Thank You for prioritizing funding for a much needed improvement. The town is investing a million dollars in the Oceana Coffee Project, a good looking building, with lovely landscaping, but it is devalued due to the awkward street design and ugly bollards defacing the view of the building.
- **LISTED, New Community Center.** I checked with residents to make sure that I didn't miss a meeting or a Commission vote on the topic of a *New Community Center*. The public had no idea what I was talking about, reminiscent of the most recent, 16 story surprise. I do recall using grant funding (\$400,000) for a plan including *accurate* cost estimates....but then I recall a diverting of grant funds to Kelsey Park for an approved water/fountain type of Splash Pad, which I did not see on the list of priorities.

At a recent commission meeting a Commissioner said, that "it doesn't matter how many residents show up, fill the chambers and voice their opinions because they do not have all the facts and information that the commissioners have". **I respectfully disagree.** **BUT**, To clarity, please publish and disseminate all plans/information and cost estimates of a New Community Center, by mail and social media, including the Town's website so that citizens know the facts.... so that they have access to all the information that commissioners have.....**Also**, after digesting the provided information and cost estimates allow citizens the opportunity to engage in the Community Center conversation and decision making process, by survey, shared public gatherings, or a dedicated prioritized Quarterly Outreach Meeting. Most importantly, consider resident's input **before** prioritizing costly new projects ahead of already studied and paid for projects such as The Town's *Mobility Plan, Park Avenue Road Diet, town wide traffic calming, Sea Walls, Park improvements, etc. which residents have been patiently waiting....for years! If these are listed under capital improvements please list for all to see..... or are they forgotten, gathering dust on a storage shelf.*

Our refreshed library is another treasure, when is the open house to show off our beautiful bibliotheca?



Town of Lake Park
PUBLIC COMMENT CARD

Regular
Commission

Item 1.

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

Meeting Date

7/16/2025

Cards must be submitted before the item is discussed!!

***Three (3) minute limitation on all comments

Name:

Pablo Perhacs

Address:

221 E Kalmia Dr

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following **Agenda Item**:

I would like to make comments on the following **Non-Agenda Item(s)**:

Enforcement of traffic

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



Town of Lake Park
PUBLIC COMMENT CARD

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Meeting Date 7-16-25

Cards must be submitted before the item is discussed!!

*****Three (3) minute limitation on all comments**

Name: Patricia Leduc
Address: 409 2nd Street

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

Consent Agenda #3 Resolution 38-07-25
re: Lottie Mae Park

Item #3

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



Town of Lake Park
PUBLIC COMMENT CARD

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Commission

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Meeting Date 7-13-2025

Cards must be submitted before the item is discussed!!

***Three (3) minute limitation on all comments

Name: Mary Taylor

Address: 2007 Park Ave

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

Budget priorities

Item # 10

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

JULY 16, 2025
MARY BETH TAYLOR

REGULAR COMMISSION MEETING

PUBLIC COMMENT

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TOPIC: Town Commission's FY 2026 Budget Priorities/Initiatives Requests

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Our refreshed library is another treasure, when is the open house to show off our beautiful bibliotheca?



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 06, 2025

Originating Department: Public Works

Agenda Title: Resolution 43-08-25 – 2024-2025 Community Development Block Grant (CDBG) Award Agreement - 1st Amendment - PBC Department of Housing & Economic Development (DHED) - Splash Pad/Water Feature (Kelsey Park) - \$400,916

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution 43-08-25 Authorizing Execution of the Grant Agreement Amendment

Grant Agreement Amendment (for execution)

Grant Amendment Request Correspondence

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

SUMMARY EXPLANATION/BACKGROUND:

The Town of Lake Park was awarded a 2024-2025 CDBG Grant to fund the development and partial construction of a Community Center and Aquatic Facility (approved by the Town Commission on May 7, 2025). However, the Town Commission determined that it was not appropriate to move forward with this project at this time utilizing CDBG funding. As a result, the Town requested that this funding be re-programmed to support the design and construction of a splash pad/water feature within Kelsey Park, in accordance with the Town's Master Plan for this facility.

Note: The Town Commission previously concluded that the Community Center project would require further community engagement efforts and planning and, that outside of the previously approved CRA funding to support the master plan development for Bert Bostrom Park, additional funding supporting this project would not be program/funded until a determination is made by the Town Commission and following the completion of the Park Master Plan.

As a result, the Town formally requested Palm Beach County's Department of Housing & Economic Development (DHED) to amend the original Agreement and approve a revised Agreement (Amendment 001 to the Agreement) and project scope of work to construct a Splash Pad (or water feature) within Kelsey Park.

DHED approved the request and issued a revised Grant Agreement (R2025-0815) on May 7, 2025 that allocates \$400,916 in CDBG funding (Town match not required) for design and construction activities to support a new Splash Pad/Water Feature.

Additionally, the revised agreement provides that the construction of this project may be completed utilizing multiple vendors, in an effort to complete the project on-time and to take advantage of potential cost savings.

Note: The revised Grant Award Agreement provides that the Town may utilize up to \$25,000 of the awarded CDBG grant funding to support the project's design cost.

If approved, staff will begin the engineering selection process and the construction phase. Project completion is expected by September 30, 2026.

The proposed Amendment (001) to the CDBG Grant Agreement with Palm Beach County was prepared by Palm Beach County and reviewed by the Public Works Director, the Project Manager - Capital Projects, the Grant Writer/Chief Public Information Officer, the Finance Director and the Town Attorney.

RECOMMENDATION:

I move to adopt the Resolution 43-08-25 – 2024-2025 Community Development Block Grant (CDBG) Award Agreement - 1st Amendment - PBC Department of Housing & Economic Development (DHED) - Splash Pad/Water Feature (Kelsey Park) - \$400,916; and authorize the Mayor to execute the Grant Agreement Amendment (001) with Palm Beach County.

RESOLUTION 43-08-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY TO ALLOW THE PROJECT SCOPE TO BE PERFORMED THROUGH MULTIPLE CONTRACTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town has been awarded a grant to construct a splash pad at Kelsey Park; and

WHEREAS, Palm Beach County previously entered into Agreement No. R2025-0815 (the Agreement) with the Town of Lake Park ("Subrecipient") on May 7, 2025, whereby it agreed to provide to the Subrecipient \$400,916.00 in Community Development Block Grant (CDBG) funds to be used by the Subrecipient for the construction of an outdoor splash pad at Kelsey Park, located at 701 Lake Shore Drive in the Town of Lake Park ("Project"); and

WHEREAS the Subrecipient has requested an amendment to the Agreement to allow the Project scope to be performed through multiple contracts, which the parties believe would facilitate a savings in the cost and, to the time it takes to complete the Project; and

WHEREAS, the parties agree to revise the procurement requirements within the Agreement, to facilitate the Subrecipient's completion of the Project within the established budget for the Project and allow adequate time for the Subrecipient to request 100% reimbursement of CDBG funds provided to the Subrecipient for the Project; and

WHEREAS, the parties have agreed to an amendment to the Agreement in accordance with the terms and conditions set forth in an amendment to the Agreement.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the amendment to the Agreement, a copy of which is incorporated herein by reference.

Section 3. This resolution shall take effect immediately upon its execution.

#6764689 v1 26508-00001

**AMENDMENT 001 TO THE AGREEMENT
WITH
TOWN OF LAKE PARK**

THIS IS AN AMENDMENT 001, with an effective date of _____, by and between **Palm Beach County** and the **Town of Lake Park**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2025-0815) with the Town of Lake Park ("Subrecipient"), on May 7, 2025, to provide \$400,916 of Community Development Block Grant (CDBG) funds for construction of an outdoor Splash Pad at Kelsey Park, located at 701 Lake Shore Drive, in the Town of Lake Park ("Project"); and

WHEREAS, the Subrecipient has requested to modify the Agreement to allow: completion of the design phase, the Project Scope of Work to be performed through multiple contracts that will provide cost savings, and to also extend the Project performance requirement dates; and

WHEREAS both the County and Subrecipient agree to revise the Agreement to facilitate the Bid and Contract award processes in order to complete Project within budget and allow adequate time to request 100% reimbursement of the CDBG funds; and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": SCOPE OF WORK - SECTION C. PROFESSIONAL SERVICES

The specific language within Section C, is so modified and made a part hereof as follows:

"Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient, unless otherwise indicated in writing by the County"

AMENDMENT 001 TO R2025-0815 AGREEMENT WITH LAKE PARK – SPLASH PAD AT KELSEY PARK

C. EXHIBIT “A”: SCOPE OF WORK - SECTION D. PROCUREMENT AND CONSTRUCTION

The specific language within Section D, is so modified and made a part hereof as follows:

“All construction work shall be included under one (1) contract if feasible. However, the Subrecipient may use multiple contracts upon written notice and justification to the County Department administering the Program Fund Agreement. The Subrecipient shall prepare bid package(s) complete with drawings, specifications, and any items required for competitive bid of the project scope, in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals”.

D. EXHIBIT “A”: SCOPE OF WORK - SECTION F. PERFORMANCE REQUIREMENTS

The time-frame for completion of the outlined activities and Expiration Date of the Agreement shall be modified as follows:

- (1) **Award Construction Contracts by:** (Extended from 10/31/25 to **04/30/26**)
- (2) **Request 50% of CDBG funds from County by:** (Extended from 03/31/26 to **6/15/26**)
- (3) **Complete Construction by:** (Extended from 6/30/26 to **7/31/26**)
- (4) **Request 100% of CDBG funds (“Final Reimbursement”) by:** **July 15, 2026**
- (5) **CDBG Capital Improvement Agreement Expiration Date:** **September 30, 2026**

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AMENDMENT 001 TO R2025-0815 AGREEMENT WITH LAKE PARK – SPLASH PAD AT KELSEY PARK

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand and seal the day and year above written and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)

TOWN OF LAKE PARK

By: _____
Roger D. Michaud, Mayor

By: _____
Vivian Mendez, Town Clerk

By: _____
Richard J. Reade, Town Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

AMENDMENT 001 TO R2025-0815 AGREEMENT WITH LAKE PARK – SPLASH PAD AT KELSEY PARK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Carlos R. Serrano
Deputy Director



REV. NO. 001

AGREEMENT/MOU REVISION REQUEST
AGREEMENT/MOU BETWEEN PALM BEACH COUNTY
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT
AND

TOWN OF LAKE PARK

PROJECT AND FUNDING Agreement R2025-0815 or MOU executed date May 7, 2025

Provide Project Name, Funding Amount and brief Project description.

Project Name: Kelsey Park Splash Pad

Funding Amount: \$400,916 CDBG Funds + \$10,000 Town Funds

Description: Design and construction of an outdoor Splash Pad within Kelsey Park. Project includes water supply, drainage, concrete splash pad, equipment and components, access sidewalks, landscaping and other necessary deliverables.

REQUESTED REVISION: *Provide name of Subrecipient (Town/City/ County Dept) and requested revision.*

See Attachments A and B, for details.

JUSTIFICATION *Provide description of activities to be undertaken and reason to justify the revision.*

See Attachments A and B, for details.

John Wille, Capital Projects, Town of Lake Park

Authorized Signatory (Name & Title)

Date

07.25.2025

REVISION ACTION (for DHED Contracts use only) AMENDMENT REQUIRED XYES _ NO

IN ACCORDANCE WITH: Item 22. AMENDMENTS, EXHIBIT "A"/ Section D. PROCUREMENT AND EXHIBIT "A"/ Section D. PROCUREMENT AND CONSTRUCTION, shall be modified to allow the Town to issue required bids to award multiple contracts, as a measure of cost savings for implementation of the Project scope. Therefore, the Agreement is revised as such: "All Construction Work shall be included under one contract if feasible. However, the Subrecipient may use multiple contracts upon written notice and justification to the County Department administering the Program Fund Agreement" and the Agreement is so modified. EXHIBIT "A" / Section F. PERFORMANCE REQUIREMENTS shall be modified, as outlined in Attachment B.

ACCEPTANCE OF WRITTEN REQUEST AND APPROVAL OF PROPOSED REVISION

Except as revised by this request, the Agreement remains in full force and effect in accordance with the terms thereof.

By:

Jonathan B. Brown, Director
 Department of Housing & Economic Development

Date:

7/29/2025

Cc Jeffrey Bolton, Director, Contract Development and Quality Control
 Bud Cheney, Director, Capital Improvements Real Estate and Inspection Services

AGREEMENT / MOU REVISION REQUEST

ATTACHMENT A

Project Name: Kelsey Park Splash Pad

Funding Amount: \$400,916.00 CDBG Grant Amount + \$10,000.00 Town Match

Description: Design and Construction of an outdoor Splash Pad within Kelsey Park; project includes water supply, drainage, concrete splash pad, Splash Pad equipment and components, access sidewalks, landscaping and other deliverables deemed necessary.

REQUESTED REVISION:

We are requesting, for your consideration and approval, an agreement amendment to **Section D. Procurement and Construction** that would allow the Town to solicit multiple contracts for the various work components related to the project. The agreement Section D indicates *"All Construction work shall be included under one contract"*; we anticipate developing several independent contract agreements for construction components and we are requesting an amendment to allow this contracting approach.

For Construction, we look to prepare two additional bid packages for 1) Site improvements to include grading, water, sewer and drainage requirements and site concrete work and 2) Splash Pad work to include splash pad engineering, furnishing & installation of all splash pad components.

JUSTIFICATION:

The primary reasoning for this request is the saving of time and money.

The Town will save by contracting directly and independently with a site contractor and a splash pad contractor instead of having both of these sub-trades under a prime contractor who will sub-contract these work items to the specialists at a marked-up cost to the Town.

The available budget for this project is tight and we want to get the best and most financially responsible value for the financial investment.

The Town has the "In-House" expertise to implement this multi-contact approach and the construction experience to manage these contractors for an efficient and time saving work effort.

ATTACHMENT B

Project # R 2025 0815

Kelsev Park Splash Pad

AGREEMENT PERFORMANCE DATES:

Award Construction Contract by April 01, 2026:	April 01, 2026
Request 50% of CBG funds from County by:	June 15, 2026
Complete Construction by:	July 31, 2026
Request 100% of CDBG Funds ("Final Reimbursement) by:	July 15, 2026
CDBG Capital Improvement Agreement Expiration Date:	September 30, 2026

TOWN OF LAKE PARK DESIGN / CONSTRUCTION SCHEDULE:

Grant Agreement Amendment Execution:	by August 15, 2025
Design Procurement Development	July 28 through August 15, 2025
Advertise for Design (30 day solicitation)	August 18, 2025
Award Design (80 day design period)	October 15, 2025
Conceptual Design presentation to Town Commission on December 03, 2025	
Design Complete	January 15, 2026
Construction Procurement Development	January 16 through February 06, 2025
Advertise for Construction Contractor (30 day solicitation)	February 09, 2026
Award Construction	April 01, 2026
Construction (3 month construction)	May 2026 through July, 31, 2026
Project Complete	August 31, 2026



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 6, 2025
Originating Department: Administration
Resolution 44-08-25 - Professional Real Estate Brokerage Services
Agenda Title: Agreement - Cushman & Wakefield U.S., Inc.

Agenda Category (i.e., Consent, New Business, etc.):

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: _____

Please initial one:

_____ Yes I have notified everyone
 X _____ Not applicable in this case

Summary Explanation/Background:

On March 6, 2025, the Town and the Lake Park CRA issued a Request for Qualifications (RFQ) for Professional Real Estate Brokerage Services (RFQ #110-2025). The intent of this RFQ was to select a brokerage firm (or multiple firms) to assist both the Town and the CRA with the sale, lease and/or purchase of properties on an as needed basis.

Following the closing of the RFQ on May 16, 2025, the Town and the CRA received qualification packages from five (5) firms:

1. Colliers International Florida
2. Cushman & Wakefield
3. The Urban Group

4. RMA Real Estate
5. Inter Related Construction Services Corp

An Evaluation Committee met on June 5, 2025 and consisted of Allison Justice, CRA Administrator, Bambi Turner, Assistant Town Manager and Nadia DiTommaso, Community Development Director.

The evaluation committee reviewed all qualification packages and ranked all firms based on various evaluation criteria, including but not limited to Public Sector Experience and similar projects, knowledge of the local real estate market and pricing. As a result, the top three (3) firms are being recommended to the CRA Board to negotiate professional real estate brokerage services agreements with each firm.

The top three (3) firms recommended under the RFQ #110-2025 are as follows:

1. Colliers International Florida
2. Cushman & Wakefield US, Inc.
3. RMA Real Estate Services

A Notice to Negotiate with the Cushman & Wakefield U.S. Inc. was prepared and published on June 5, 2025. As of this publishing, no protests have been filed.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 110-2025 and published addendums and the RFQ Advertisement.

If approved, the Town Commission would accept RMA Real Estate, LLCs approved pricing, including all terms, conditions and pricing therein. The proposed Agreement would provide for a three (3) year term with two (2), one-year extensions. The CRA will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: The intent of this RFQ and the selection of a firm to provide the Town and/or the CRA with professional real estate brokerage services on an as needed basis. Prior to commencing with any work under this Agreement, if approved, would require a work authorization to be completed by both parties, which would include a scope of work, pricing, schedule to complete, etc.

The proposed Agreement was prepared by the CRA Administrator and reviewed by the proposed brokerage firm and the Town's Attorney.

Note: A contract was previously approved by the CRA Board to utilize Cushman & Wakefield U.S., Inc. for CRA projects during their Special Meeting on July 16, 2025.

Recommended Motion:

I move to approve Resolution No. 44-08-25 - Professional Real Estate Brokerage Services Agreement with Cushman & Wakefield U.S., Inc.; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION NO. 44-08-25**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK APPROVING AN AGREEMENT WITH CUSHMAN & WAKEFIELD U.S, INC. FOR PROFESSIONAL REAL ESTATE BROKERAGE SERVICES; AND AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) and the Town of Lake Park competitively solicited Professional Real Estate Broker Services, pursuant the Town's Purchasing Policy and RFQ 110-2025; and,

WHEREAS, an Evaluation Committee for the Town evaluated proposals from the firms that submitted proposals pursuant to the competitive solicitation; and

WHEREAS, the Evaluation Committee ranked the proposals received and selected the top three ranked firms; and

WHEREAS, Cushman & Wakefield U.S., Inc. (the Firm) submitted a responsive proposal to the Town and was ranked as one of the top three ranked firms; and,

WHEREAS, the Town has elected to enter into an Agreement with the Firm.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LAKE PARK BOARD OF COMMISSIONERS

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

Section 2. The Boark hereby authorizes and directs the Mayor to execute an Agreement, a copy of which is incorporated herein by reference as Exhibit "A," with Cushman & Wakefield U.S., Inc., for the provision of Professional Real Estate Brokerage Services.

Section 3. This resolution shall become effective immediately upon execution.

AGREEMENT FOR REAL ESTATE BROKER SERVICES

THIS AGREEMENT FOR REAL ESTATE BROKER SERVICES (Agreement) is made by and between the TOWN OF LAKE PARK, having an address of 535 Park Avenue, Lake Park, FL 33403 and Cushman & Wakefield, U.S., Inc., having an address of 3801 PGA Blvd., Suite 104, Palm Beach Gardens, FL 33410, hereinafter referred to as the “FIRM” (collectively the Parties).

WITNESSETH:

WHEREAS, the CRA/TOWN competitively solicited proposals from firms to provide professional real estate broker services, pursuant to the Town of Lake Park’s Purchasing Policy and RFQ 110-2025; and,

WHEREAS, the FIRM submitted a responsive proposal to RFQ 110-2025 to the CRA and TOWN ; and,

WHEREAS, the Parties hereto have agreed to the terms and conditions recited herein ;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

RECITALS;

The above recitals are true and correct and are incorporated herein.

1.0 SCOPE OF SERVICES:

The FIRM shall provide the services described in **Exhibit “A”** attached hereto and incorporated herein.

2.0 AUTHORIZATION TO PROVIDE SERVICES AND COMPENSATION:

It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to the FIRM any work authorization. The TOWN expressly reserves the right to issue any assignments to any other firm that the TOWN has selected pursuant to its solicitation for services.

2.1 The TOWN shall make assignments for services to the FIRM on a task basis. The TOWN shall communicate assignments to the FIRM in writing, which shall include a description of the tasks to be performed. Upon receipt of the assignment, the FIRM shall generate a proposed Scope of Work, and the basis for its compensation and respond with a “Proposal” for the TOWN Administrator’s approval. The TOWN will review the Proposal, and if acceptable will execute a written “work order”.

2.2 FIRM agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of TOWN during the term of this AGREEMENT. All services provide shall be performed in accordance with this AGREEMENT and with any and all applicable laws, and professional standards and guidelines. FIRM shall perform its services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the services are performed.

3.0 TERM:

The term of this AGREEMENT term shall be three (3) years from the date of its execution by the Parties. The AGREEMENT term may be renewed for up to two (2) additional one (1) year renewal terms, upon the mutual written agreement of the Parties.

4.0 FUNDING:

This AGREEMENT or any amendments hereto shall be subject to the TOWN's annual appropriation of funds.

5.0 NOTICES:

All notices or other written communications required, contemplated, or permitted under this AGREEMENT shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the TOWN:

Richard Reade, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Vivian Mendez, Town Clerk
535 Park Avenue
Lake Park Florida 33403

As to Cushman & Wakefield (FIRM):
Cushman & Wakefield U.S., Inc.
3801 PGA Blvd, Suite 104
Palm Beach Gardens, FL 33410
Attn: Wanda Riley

6.0 PUBLIC RECORDS:

6.1 With respect to public records, the Firm is required to:

1. Keep and maintain public records required by the TOWN to perform the services.
2. Upon the request of the TOWN's custodian of public records, provide the TOWN with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this AGREEMENT.
4. Upon the completion of the term of the AGREEMENT, transfer, at no cost, to the TOWN all public records in possession of the FIRM; or keep and maintain the public records associated with the services provided for in the AGREEMENT. If the FIRM transfers all public records to the TOWN upon completion of the term of the AGREEMENT, the FIRM shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the FIRM keeps and maintains public records upon completion of the term of the AGREEMENT, the FIRM shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

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

7.0 EQUAL OPPORTUNITY/MBE PARTICIPATION:

- 7.1 The FIRM hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The FIRM shall take all measures necessary to effectuate these assurances.
- 7.2 The FIRM acknowledges that the TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. Accordingly, the FIRM shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

8.0 INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS:

The FIRM shall maintain the following insurance coverages in the amounts specified below during the term of the AGREEMENT and any extensions thereof:

- 8.1 Workers' compensation insurance for all employees of the FIRM for statutory limits in compliance with 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 FIRM.
- 8.2 The FIRM shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
 \$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
 \$1,000,000.00 Products/Completed Operations Aggregate
 \$5,000,000.00 General Aggregate
 \$1,000,000.00 Personal and Advertising Injury
 \$500,000.00 Damage to Premises Rented to You
- 8.3 The TOWN shall be included as an additional named insured under the FIRM's Commercial General Liability policy, and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein shall be maintained during the term of the AGREEMENT, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the FIRM's submission of its bid documents which demonstrates that the FIRM maintains the required coverages shall be submitted to the TOWN as a prerequisite to the execution of the AGREEMENT. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: "Should any of the above described policies be cancelled before the expiration date thereof, notice of such cancellation will be delivered in accordance with the policy provisions."

9.0 TERMINATION:

Either party may terminate the AGREEMENT by providing 90 days advance written notice of its intention to do so.

10.0 NON-EXCLUSIVITY:

The award of this AGREEMENT shall not impose any obligation on the TOWN to utilize the FIRM for all real estate broker services during the term of the AGREEMENT. The TOWN specifically reserves the right to concurrently enter into other agreements with real estate broker firms who have been selected by the TOWN pursuant to its solicitation of services.

11.0 OFFICE OF THE INSPECTOR GENERAL:

The Inspector General of Palm Beach County has the authority to investigate and audit

matters relating to the negotiation and performance of this AGREEMENT and in furtherance thereof may demand and obtain records and testimony from the FIRM. The FIRM understands and agrees that in addition to other remedies and consequences provided by law, the failure of the FIRM to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the TOWN to be material breach of this AGREEMENT justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. FIRM acknowledges that its failure to cooperate with the Inspector General of Palm Beach County is a violation of Palm Beach Code, Section 2-421-2-440, and that it may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree-misdemeanor.

11.0 RELATIONSHIP BETWEEN THE PARTIES:

- 11.1 The FIRM is an independent contractor and is not an employee or agent of the TOWN. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the FIRM.
- 11.2 The FIRM shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 11.3 The FIRM shall not pledge the TOWN's credit or make the TOWN a guarantor of payment or surety for any AGREEMENT, debt, obligation, judgment, lien, or any form of indebtedness.

12. GENERAL PROVISIONS:

- 12.3 In the event any provisions of this AGREEMENT shall conflict, or appear to conflict, the AGREEMENT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this AGREEMENT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 12.5 All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words

used in any gender will extend to and include all genders.

- 12.6 Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.7 This AGREEMENT may be amended only with the written approval of the Parties.
- 12.8 This AGREEMENT states the entire understanding and Agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this AGREEMENT. The FIRM recognizes that any representations, statements, or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.

13.0 INVOICING AND PAYMENT:

- 13.1 The FIRM's invoices shall be emailed or mailed to the following address:

Finance Department
Town of Lake Park
Attn: Account Payable
535 Park Avenue
Lake Park, Florida 33403
accountpayable@lakeparkflorida.gov

- 13.2 Invoices for fees or other compensation for services or expenses shall be submitted to the TOWN in detail sufficient for a proper pre-audit and post-audit thereof. All invoices for services shall be accompanied by an appropriate invoice. This appropriate invoice shall include the work order number, the original value of the work order, the amount of work billed to date, the amount of the current invoice and the amount remaining for the work order.
- 13.3 Travel expenses shall only be paid on a reimbursement basis, and only when authorized by the TOWN. The FIRM shall submit all documentation, including receipts in order to be entitled to reimbursement in accordance with Section 112.061, Florida Statutes.
- 13.4 Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the TOWN at all times during the

term of this AGREEMENT and for three years after final payment for any of the services rendered by the FIRM. Copies of these records shall be promptly furnished to the TOWN upon written request.

13.5 Records of costs incurred shall include the FIRM's general accounting records and the project records, together with supporting documents and records, of the FIRM considered necessary by the TOWN/TOWN for a proper audit of project costs.

13.6 The TOWN shall pay the full amount of the invoice within 30 days of receipt, upon acceptance of the work by the TOWN's assigned project manager.

14.0 GOVERNING LAW:

This AGREEMENT shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

15.0 ATTORNEY FEES:

If either party is required to initiate a legal action, including appeals, to enforce this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

16.0 ENTIRE AGREEMENT:

This AGREEMENT embodies the entire AGREEMENT and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter.

17.0 AMENDMENTS:

This AGREEMENT may only be modified by written amendment executed by the Parties hereto.

18.0 SEVERABILITY:

If any part of this AGREEMENT is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

IN WITNESS WHEREOF, the Parties hereto have made and execute this AGREEMENT as of the day and year last execute below.

ATTEST:

By:_____
Vivian Mendez, TOWN Clerk

TOWN:

By:_____
Roger Michaud, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:_____
Thomas J. Baird, TOWN Attorney

FIRM

By: _____
**Wanda Riley, Managing Principal-
Florida**

**Exhibit “A”
Scope of
Services**

The FIRM shall be responsible for assisting TOWN with the following residential and commercial brokerage services:

- Develop strategies for acquisition, sale or lease of designated TOWN-owned properties (including conducting studies of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise available properties for sale including the MLS;
- Distribute the materials to potential buyers via the appropriate form(s) of media and report results to the TOWN Administrator on an agreed upon frequency;
- Participate in site tours of available property for potential buyers or tenants;
- Analyze offers from potential buyers or tenants and advise the TOWN with respect to negotiations;
- Represent the TOWN in negotiations with a prospective buyer/tenant from the time of offer until closing;
- Recommend lease terms and conditions and assist the TOWN in contract negotiations;
- Coordinate real estate transaction closings with the TOWN’s attorneys;
- Handle all other customary activities and services performed by real estate brokers associated with real estate transactions;
- Presentations at public meetings or internal meetings as required;
- Analyze offers from potential owners or sellers of both residential and commercial properties and advise the TOWN with respect to negotiations;
- Represent the TOWN in negotiations with an owner/seller from the time of offer until closing;
- Recommend purchase terms and conditions to the Town’s attorney and assist the Town and its attorneys in contract negotiations;
- Handle all other customary activities and services associated with real estate transactions as requested by the TOWN.

Exhibit B:

#6735441 v1 26508-~~0000~~200003



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 6, 2025
Originating Department: Administration
Resolution 45-08-25 - Professional Real Estate Brokerage Services
Agenda Title: Agreement - RMA Real Estate, LLC

Agenda Category (i.e., Consent, New Business, etc.):

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: _____

Please initial one:

_____ Yes I have notified everyone
 X _____ Not applicable in this case

Summary Explanation/Background:

On March 6, 2025, the Town and the Lake Park CRA issued a Request for Qualifications (RFQ) for Professional Real Estate Brokerage Services (RFQ #110-2025). The intent of this RFQ was to select a brokerage firm (or multiple firms) to assist both the Town and the CRA with the sale, lease and/or purchase of properties on an as needed basis.

Following the closing of the RFQ on May 16, 2025, the Town and the CRA received qualification packages from five (5) firms:

1. Colliers International Florida
2. Cushman & Wakefield
3. The Urban Group

4. RMA Real Estate
5. Inter Related Construction Services Corp

An Evaluation Committee met on June 5, 2025 and consisted of Allison Justice, CRA Administrator, Bambi Turner, Assistant Town Manager and Nadia DiTommaso, Community Development Director.

The evaluation committee reviewed all qualification packages and ranked all firms based on various evaluation criteria, including but not limited to Public Sector Experience and similar projects, knowledge of the local real estate market and pricing. As a result, the top three (3) firms are being recommended to the CRA Board to negotiate professional real estate brokerage services agreements with each firm.

The top three (3) firms recommended under the RFQ #110-2025 are as follows:

1. Colliers International Florida
2. Cushman & Wakefield US, Inc.
3. RMA Real Estate Services

A Notice to Negotiate with the RMA Real Estate, LLC was prepared and published on June 5, 2025. As of this publishing, no protests have been filed.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 110-2025 and published addendums and the RFQ Advertisement.

If approved, the Town Commission would accept RMA Real Estate, LLCs approved pricing, including all terms, conditions and pricing therein. The proposed Agreement would provide for a three (3) year term with two (2), one-year extensions. The CRA will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: The intent of this RFQ and the selection of a firm to provide the Town and/or the CRA with professional real estate brokerage services on an as needed basis. Prior to commencing with any work under this Agreement, if approved, would require a work authorization to be completed by both parties, which would include a scope of work, pricing, schedule to complete, etc.

The proposed Agreement was prepared by the CRA Administrator and reviewed by the proposed brokerage firm and the Town's Attorney.

Note: A contract was previously approved by the CRA Board to utilize RMA Real Estate, LLC for CRA projects during their Special Meeting on July 16, 2025.

Recommended Motion:

I move to approve Resolution No. 45-08-25 - Professional Real Estate Brokerage Services Agreement with RMA Real Estate, LLC; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION 45-08-25**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK APPROVING AN AGREEMENT WITH RMA REAL ESTATE SERVICES, LLC. FOR PROFESSIONAL REAL ESTATE BROKERAGE SERVICES; AND AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) and the Town of Lake Park competitively solicited Professional Real Estate Broker Services, pursuant the Town's Purchasing Policy and RFQ 110-2025; and,

WHEREAS, an Evaluation Committee for the Town evaluated proposals from the firms that submitted proposals pursuant to the competitive solicitation; and

WHEREAS, the Evaluation Committee ranked the proposals received and selected the top three ranked firms; and

WHEREAS, the RMA Real Estate Services, LLC. (the Firm) submitted a responsive proposal to the Town and was ranked as one of the top three highest ranked firms; and,

WHEREAS, the Town has elected to enter into an Agreement with the Firm.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK BOARD OF COMMISSIONERS

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

Section 2. The Board hereby authorizes and directs the Mayor to execute an Agreement with RMA Real Estate Services, LLC. for the provision of Professional Real Estate Brokerage Services, a copy of which is incorporated by reference as Exhibit A.

Section 3. This resolution shall become effective immediately upon execution.

AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF LAKE PARK, having an address of 535 Park Avenue, Lake Park, FL 33403 and RMA Real Estate Services, LLC, having an address of 2301 E. Atlantic Blvd., Pompano Beach, FL 33062, hereinafter referred to as the “FIRM”.

WITNESSETH:

WHEREAS, the CRA/TOWN competitively solicited proposals from firms to provide professional real estate broker services, pursuant to the Town of Lake Park’s Purchasing Policy and RFQ 110-2025; and,

WHEREAS, the FIRM submitted a responsive proposal to the CRA/TOWN pursuant to RFQ 110-2025; and,

WHEREAS, the parties hereto have agreed to the terms and conditions recited herein ;

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

RECITALS;

The above recitals are true and correct and are incorporated herein.

1.0 SCOPE OF SERVICES:

The FIRM shall provide the services described in **Exhibit “A”** attached hereto and incorporated herein.

2.0 AUTHORIZATION TO PROVIDE SERVICES AND COMPENSATION:

It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to the FIRM any work authorization. The TOWN expressly reserves the right to issue any assignments to any other firm that the TOWN has selected pursuant to its solicitation for services.

2.1 The TOWN shall make assignments for services to the FIRM on a task basis. The TOWN shall communicate assignments to the FIRM in writing, which shall include a description of the tasks to be performed. Upon receipt of the assignment, the FIRM shall generate a detailed Scope of Work, a Schedule, and, if applicable, a not-to-exceed-budget to accomplish the task based on the service fee or commissions set forth herein and provide a “Proposal” to the TOWN for approval. The TOWN will review the Proposal, and if acceptable will enter into a written “work order”.

2.2 FIRM agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of TOWN during the term of this AGREEMENT. All services provide shall be performed in accordance with this AGREEMENT and with any and all applicable law, professional standards and guidelines. FIRM shall perform its services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the services are performed.

3.0 TERM:

The term of this AGREEMENT term shall be three (3) years from the date of its execution by the parties The AGREEMENT term may be renewed for up to two (2) additional one (1) year renewal periods, upon the mutual written agreement of the PARTIES.

4.0 FUNDING:

This AGREEMENT or any amendments hereto shall be subject to the TOWN's annual appropriation of funds.

5.0 NOTICES:

All notices or other written communications required, contemplated, or permitted under this AGREEMENT shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the TOWN:

Richard Reade, Town Manager
TOWN of Lake Park
535 Park Avenue
Lake Park, Florida 33403

As to the TOWN:

Vivian Mendez
Town Clerk
535 Park Avenue
Lake Park, Florida 33403

As to RMA Real Estate Services (FIRM):

RMA Real Estate Services, LLC
2301 E. Atlantic Blvd.
Pompano Beach, FL 33036
Attn: Christopher J. Brown

6.0 PUBLIC RECORDS:

6.1 With respect to public records, the Contactor is required to:

1. Keep and maintain public records required by the TOWN to perform the service.
2. Upon the request of the TOWN's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this AGREEMENT, and following completion of this FIRM if the Contactor does not transfer the records which are part of this AGREEMENT to the TOWN.
4. Upon the completion of the term of the AGREEMENT, transfer, at no cost, to the TOWN all public records in possession of the Contactor; or keep and maintain the public records associated with the services provided for in the AGREEMENT. If the Contactor transfers all public records to the TOWN upon completion of the term of the AGREEMENT, the FIRM shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the FIRM keeps and maintains public records upon completion of the term of the AGREEMENT, the FIRM shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

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

7.0 EQUAL OPPORTUNITY/MBE PARTICIPATION:

- 7.1 The FIRM hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The FIRM shall take all measures necessary to effectuate these assurances.
- 7.2 The FIRM acknowledges that the TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. Accordingly, the FIRM shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

8.0 INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS:

The FIRM shall maintain the following insurance coverages in the amounts specified below during the term of the AGREEMENT and any extensions thereof:

- 8.1 Workers' compensation insurance for all employees of the FIRM for statutory limits in compliance with 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 FIRM.
- 8.2 The FIRM shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
 \$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
 \$1,000,000.00 Products/Completed Operations Aggregate
 \$5,000,000.00 General Aggregate
 \$1,000,000.00 Personal and Advertising Injury
 \$500,000.00 Damage to Premises Rented to You
- 8.3 The TOWN shall be included as an additional named insured under the FIRM's Commercial General Liability policy, and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein shall be maintained during the term of the AGREEMENT, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the FIRM's submission of its bid documents which demonstrates that the FIRM maintains the required coverages shall be submitted to the TOWN as a prerequisite to the execution of the AGREEMENT. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: "Should any of the above described policies be cancelled before the expiration date thereof, notice of such cancellation will be delivered in accordance with the policy provisions."

9.0 TERMINATION:

Either party may terminate the AGREEMENT by providing 90 days advance written notice of its intention to do so.

10.0 NON-EXCLUSIVITY:

The award of this AGREEMENT shall not impose any obligation on the TOWN to utilize the FIRM for all work within its profession for, which the TOWN may requires said professional services during the term of the AGREEMENT. The TOWN specifically reserves the right to concurrently AGREEMENT with other FIRMS who have been selected by the TOWN pursuant to its solicitation of services.

11.0 OFFICE OF THE INSPECTOR GENERAL:

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this AGREEMENT and in furtherance thereof may demand and obtain records and testimony from the FIRM. The FIRM understands and agrees that in addition to other remedies and consequences provided by law, the failure of the FIRM to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the TOWN to be material breach of this AGREEMENT justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. FIRM acknowledges that its failure to cooperate with the Inspector General of Palm Beach County is a violation of Palm Beach Code, Section 2-421-2-440, and that it may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree-misdemeanor.

11.0 RELATIONSHIP BETWEEN THE PARTIES:

- 11.1 The FIRM is an independent FIRM and is not an employee or agent of the TOWN. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent FIRM, between the TOWN and the FIRM.
- 11.2 The FIRM shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 11.3 The FIRM shall not pledge the TOWN's credit or make the TOWN a guarantor of payment or surety for any AGREEMENT, debt, obligation, judgment, lien, or any form of indebtedness.

12. GENERAL PROVISIONS:

- 12.3 In the event any provisions of this AGREEMENT shall conflict, or appear to conflict, the AGREEMENT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this AGREEMENT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

- 12.5 All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- 12.6 Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.7 This AGREEMENT may be amended only with the written approval of the parties.
- 12.8 This AGREEMENT states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this AGREEMENT. The FIRM recognizes that any representations, statements, or negotiations made by TOWN staff do not suffice to legally bind the /TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

13.0 INVOICING AND PAYMENT:

- 13.1 The FIRM's invoices shall be emailed or mailed to the following address:

Finance Department
Town of Lake Park
Attn: Account Payable
535 Park Avenue
Lake Park, Florida 33403
accountpayable@lakeparkflorida.gov

- 13.2 Invoices for fees or other compensation for services or expenses shall be submitted to the TOWN in detail sufficient for a proper pre-audit and post-audit thereof. All invoices for services shall be accompanied by an appropriate invoice. This appropriate invoice shall include the work order number, the original value of the work order, the amount of work billed to date, the amount of the current invoice and the amount remaining for the work order.
- 13.3 Travel expenses shall only be paid on a reimbursement basis, and only when authorized by the TOWN. The FIRM shall submit all documentation, including receipts in order to be entitled to reimbursement in accordance with Section 112.061, Florida Statutes.

- 13.4 Records of costs incurred under terms of this AGREEMENT shall be maintained and made available upon request to the TOWN at all times during the term of this AGREEMENT and for three years after final payment for any of the work orders have been made. Copies of these records shall be promptly furnished to the TOWN upon written request.
- 13.5 Records of costs incurred shall include the FIRM's general accounting records and the project records, together with supporting documents and records, of the FIRM considered necessary by the TOWN/TOWN for a proper audit of project costs.
- 13.6 The TOWN shall pay the full amount of the invoice within 30 days of receipt, upon acceptance of the work by the TOWN's assigned project manager.

14.0 GOVERNING LAW:

This AGREEMENT shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

15.0 ATTORNEY FEES:

If either party is required to initiate a legal action, including appeals, to enforce this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

16.0 ENTIRE AGREEMENT:

This AGREEMENT embodies the entire AGREEMENT and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter.

17.0 AMENDMENTS:

This AGREEMENT may only be modified by written amendment executed by the parties hereto.

18.0 SEVERABILITY:

If any part of this AGREEMENT is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

IN WITNESS WHEREOF, the parties hereto have made and execute this AGREEMENT as of the day and year last execute below.

ATTEST:

TOWN:

By: _____
Vivian Mendez, TOWN Clerk

By: _____
Roger Michaud, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, TOWN Attorney

FIRM

By: 

Name/Title:

Christopher J. Brown, Principal

**Exhibit “A”
Scope of
Services**

The FIRM shall be responsible for assisting TOWN with the following residential and commercial brokerage services:

- Develop strategies for acquisition, sale or lease of designated TOWN-owned properties (including conducting studies of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise available properties for sale including the MLS;
- Distribute the materials to potential buyers via the appropriate form(s) of media and report results to the TOWN on an agreed upon frequency;
- Participate in site tours of available property for potential buyers or tenants;
- Analyze offers from potential buyers or tenants and advise the TOWN with respect to negotiations;
- Represent the TOWN in negotiations with a prospective buyer/ tenant from the time of offer until closing;
- Recommend lease terms and conditions and assist the TOWN in AGREEMENT negotiations;
- Coordinate real estate transaction closings;
- Handle all other customary activities and services associated with real estate transactions; Presentations at public meetings or internal meetings as required;
- Analyze offers from potential owners or sellers of both residential and commercial properties and advise the TOWN with respect to negotiations;
- Represent the TOWN in negotiations with an owner / seller from the time of offer until closing;
- Recommend purchase terms and conditions and assist the TOWN in AGREEMENT negotiations;
- Handle all other customary activities and service associated with real estate transactions as requested by the TOWN.

Exhibit B:

#6643593 v1 26508-0000200003



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 6, 2025
Originating Department: Administration
Agenda Title: Resolution 46-08-25 - Professional Real Estate Brokerage Services Agreement - Colliers International Florida, LLC

Agenda Category (i.e., Consent, New Business, etc.):

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: _____

Please initial one:

_____ Yes I have notified everyone
 X _____ Not applicable in this case

Summary Explanation/Background:

On March 6, 2025, the Town and the Lake Park CRA issued a Request for Qualifications (RFQ) for Professional Real Estate Brokerage Services (RFQ #110-2025). The intent of this RFQ was to select a brokerage firm (or multiple firms) to assist both the Town and the CRA with the sale, lease and/or purchase of properties on an as needed basis.

Following the closing of the RFQ on May 16, 2025, the Town and the CRA received qualification packages from five (5) firms:

1. Colliers International Florida
2. Cushman & Wakefield
3. The Urban Group

4. RMA Real Estate
5. Inter Related Construction Services Corp

An Evaluation Committee met on June 5, 2025 and consisted of Allison Justice, CRA Administrator, Bambi Turner, Assistant Town Manager and Nadia DiTommaso, Community Development Director.

The evaluation committee reviewed all qualification packages and ranked all firms based on various evaluation criteria, including but not limited to Public Sector Experience and similar projects, knowledge of the local real estate market and pricing. As a result, the top three (3) firms are being recommended to the CRA Board to negotiate professional real estate brokerage services agreements with each firm.

The top three (3) firms recommended under the RFQ #110-2025 are as follows:

1. Colliers International Florida
2. Cushman & Wakefield US, Inc.
3. RMA Real Estate Services

A Notice to Negotiate with the Colliers International Florida, LLC was prepared and published on June 5, 2025. As of this publishing, no protests have been filed.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 110-2025 and published addendums and the RFQ Advertisement.

If approved, the Town Commission would accept Colliers International Florida, LLCs approved pricing, including all terms, conditions and pricing therein. The proposed Agreement would provide for a three (3) year term with two (2), one-year extensions. The CRA will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: The intent of this RFQ and the selection of a firm to provide the Town and/or the CRA with professional real estate brokerage services on an as needed basis. Prior to commencing with any work under this Agreement, if approved, would require a work authorization to be completed by both parties, which would include a scope of work, pricing, schedule to complete, etc.

The proposed Agreement was prepared by the CRA Administrator and reviewed by the proposed brokerage firm and the Town's Attorney.

Note: A contract was previously approved by the CRA Board to utilize Colliers International Florida, LLC for CRA projects during their Special Meeting on July 16, 2025.

Recommended Motion:

I move to approve Resolution No. 46-08-25 - Professional Real Estate Brokerage Services Agreement with Colliers International Florida, LLC; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION 46-08-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK APPROVING AN AGREEMENT WITH COLLIERS INTERNATIONAL FLORIDA, LLC. FOR PROFESSIONAL REAL ESTATE BROKERAGE SERVICES; AND AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) and the Town of Lake Park competitively solicited Professional Real Estate Broker Services, pursuant the Town's Purchasing Policy and RFQ 110-2025; and,

WHEREAS, an Evaluation Committee for the Town evaluated proposals from the firms that submitted proposals pursuant to the competitive solicitation; and

WHEREAS, the Evaluation Committee ranked the proposals received and selected the top three ranked firms; and

WHEREAS, the Colliers International Florida, LLC. (the Firm) submitted a responsive proposal to the Town and was ranked as one of the top three highest ranked firms; and,

WHEREAS, the Town has elected to enter into an Agreement with the Firm.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK BOARD OF COMMISSIONERS

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

Section 2. The Board hereby authorizes and directs the Mayor to execute an Agreement with Colliers International Florida, LLC. for the provision of Professional Real Estate Brokerage Services, a copy of which is incorporated by reference as Exhibit A.

Section 3. This resolution shall become effective immediately upon execution.

AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF LAKE PARK having an address of 535 Park Avenue, Lake Park, FL 33403 and Colliers International Florida, LLC, having an address of 901 Northpoint Parkway, Suite 109, West Palm Beach, FL 33401, hereinafter referred to as the “FIRM”.

WITNESSETH:

WHEREAS, the CRA/TOWN competitively solicited proposals from firms to provide professional real estate broker services, pursuant to the Town of Lake Park’s Purchasing Policy and RFQ 110-2025; and,

WHEREAS, the FIRM submitted a responsive proposal to the CRA and TOWN pursuant to RFQ 110- 2025; and,

WHEREAS, the parties hereto have agreed to the terms and conditions recited herein ;

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

RECITALS;

The above recitals are true and correct and are incorporated herein.

1.0 SCOPE OF SERVICES:

The FIRM shall provide the services described in **Exhibit “A”** attached hereto and incorporated herein.

2.0 AUTHORIZATION TO PROVIDE SERVICES AND COMPENSATION:

It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to the FIRM any work authorization. The TOWN expressly reserves the right to issue any assignments to any other firm that the TOWN has selected pursuant to its solicitation for services.

2.1 The TOWN shall make assignments for services to the FIRM on a task basis. The TOWN shall communicate assignments to the FIRM in writing, which shall include a description of the tasks to be performed. Upon receipt of the assignment, the FIRM shall generate a detailed Scope of Work, a Schedule, and, if applicable, a not-to-exceed-budget to accomplish the task based on the service fee or commissions set forth herein and provide a “Proposal” to the TOWN for approval. The TOWN will review the Proposal, and if acceptable will enter into a written “work order”.

2.2 FIRM agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of TOWN during the term of this AGREEMENT. All services provided shall be performed in accordance with this AGREEMENT and with any and all applicable law, professional standards and guidelines. FIRM shall perform its services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the services are performed.

3.0 TERM:

The term of this AGREEMENT term shall be three (3) years from the date of its execution by the parties. The AGREEMENT term may be renewed for up to two (2) additional one (1) year renewal periods, upon the mutual written agreement of the PARTIES.

4.0 FUNDING:

This AGREEMENT or any amendments hereto shall be subject to the TOWN's annual appropriation of funds.

5.0 NOTICES:

All notices or other written communications required, contemplated, or permitted under this AGREEMENT shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the TOWN:

Vivian Mendez
Town Clerk
535 Park Avenue
Lake Park, Florida 33403

As to Colliers International Florida, LLC (FIRM):

Colliers International Florida, LLC
901 Northpoint Pkwy., Suite 109
West Palm Beach, FL 33401
Attn: Market Leader

With copies to:

Colliers International Florida, LLC
901 Northpoint Pkwy., Suite 109
West Palm Beach, FL 33401
Attn: Brooke Mosier

And:

Colliers
Attention: Legal Department
1114 6th Ave., 12th Floor
New York, NY 10036.
george.schwab@colliers.com

6.0 PUBLIC RECORDS:

6.1 With respect to public records, the Contactor is required to:

1. Keep and maintain public records required by the TOWN to perform the service.
2. Upon the request of the TOWN's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this AGREEMENT, and following completion of this FIRM if the Contactor does not transfer the records which are part of this AGREEMENT to the TOWN.
4. Upon the completion of the term of the AGREEMENT, transfer, at no cost, to the TOWN all public records in possession of the Contactor; or keep and maintain the public records associated with the services provided for in the AGREEMENT. If the Contactor transfers all public records to the TOWN upon completion of the term of the AGREEMENT, the FIRM shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the FIRM keeps and maintains public records upon completion of the term of the AGREEMENT, the FIRM shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

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

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- 7.1 The FIRM hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The FIRM shall take all measures necessary to effectuate these assurances.
- 7.2 The FIRM acknowledges that the TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. Accordingly, the FIRM shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

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- [BTJ1][BTJ2]12.3 In the event any provisions of this AGREEMENT shall conflict, or appear to conflict, the AGREEMENT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this AGREEMENT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

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- 12.6 Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
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- 13.6 The TOWN shall pay the full amount of the invoice within 30 days of receipt, upon acceptance of the work by the TOWN's assigned project manager.

14.0 GOVERNING LAW:

This AGREEMENT shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

15.0 ATTORNEY FEES:

If either party is required to initiate a legal action, including appeals, to enforce this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

16.0 ENTIRE AGREEMENT:

This AGREEMENT embodies the entire AGREEMENT and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter.

17.0 AMENDMENTS:

This AGREEMENT may only be modified by written amendment executed by the parties hereto.

18.1 SEVERABILITY:

If any part of this AGREEMENT is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

IN WITNESS WHEREOF, the parties hereto have made and execute this AGREEMENT as of the day and year last execute below.

ATTEST:

TOWN:

By: _____
Vivian Mendez, TOWN Clerk

By: _____
Roger Michaud, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, TOWN
Attorney

FIRM
Colliers International Florida, LLC

By:  _____

Name/Title:
Warren Weiser, Broker of Record

Exhibit “A”
Scope of
Services

The FIRM shall be responsible for assisting TOWN with the following residential and commercial brokerage services:

- Develop strategies for acquisition, sale or lease of designated TOWN-owned properties (including conducting studies of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise available properties for sale including the MLS;
- Distribute the materials to potential buyers via the appropriate form(s) of media and report results to the TOWN on an agreed upon frequency;
- Participate in site tours of available property for potential buyers or tenants;
- Analyze offers from potential buyers or tenants and advise the TOWN with respect to negotiations;
- Represent the TOWN in negotiations with a prospective buyer/ tenant from the time of offer until closing;
- Recommend lease terms and conditions and assist the TOWN in AGREEMENT negotiations;
- Coordinate real estate transaction closings;
- Handle all other customary activities and services associated with real estate transactions; Presentations at public meetings or internal meetings as required;
- Analyze offers from potential owners or sellers of both residential and commercial properties and advise the TOWN with respect to negotiations;
- Represent the TOWN in negotiations with an owner / seller from the time of offer until closing;
- Recommend purchase terms and conditions and assist the TOWN in AGREEMENT negotiations;
- Handle all other customary activities and service associated with real estate transactions as requested by the TOWN.

Exhibit B:

- a. State your commission rate for listing and selling of properties.
- b. State your contract rate for managing the leasing of properties.
- c. State your fee for evaluation of properties.
- d. State any other costs the CRA/Town may anticipate relating to the real estate services to be provided.

a. State your commission rate for listing and selling of properties.

Seller Representative		Rate	Buyer Representative
Sales less than or equal to \$3,000,000		5%	Colliers will look to Seller for payment, in the event Seller will not pay, CRA/Town will pay Commission per the Seller Representative chart to the left.
Sales between \$3,000,001 and \$6,000,000		4%	
Sales between \$6,000,001 and \$10,000,000		3%	
Sales greater than \$10,000,001		2%	

b. State your contract rate for managing the leasing of properties.

Leasing Representation	Rate	Commission
CRA/Town Landlord Representation	6%	Commission paid by CRA/Town. Colliers to be responsible for any outside/co-broker (if any).
CRA/Town as Tenant Representation	4%	Commission paid by Landlord/Owner

c. State your fee for evaluation of properties.

Appraisals will range from \$3,500-\$5,500 depending on the complexity of the project.

d. State any other costs the CRA/Town may anticipate relating to the real estate services to be provided.

Colliers is available on an as needed basis for Advisory Services/ Consulting projects on an hourly basis.

Role/Qualification	Rate
Primary Point of Contact and Brokerage Professionals	\$20
Research	\$125
Financial Analyst	\$12
Administrative	\$75



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 06, 2025

Originating Department: Public Works

Agenda Title: Emergency Equipment Rental – Automated Side Loader – Waste Collection Operations

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$12,000.00 **Funding Source:** Sanitation Fund

Account Number: 404-44100 (Rentals) **Finance Signature:** Barbara A Gould

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Big Truck Rental Inc. quote

Certificate of Coverage

Please initial one:

_____ Yes, I have notified everyone.

X Not applicable in this case

Summary Explanation/Background:

The Public Works Department has a need for an immediate and emergency purchase/rental of an automated side loader (ASL) sanitation truck to ensure continued collection of sanitation waste throughout the Town, which has resulted due to the Town's two (2) automated side loader (ASL) sanitation trucks - Unit #58 and Unit #51 – facing unforeseen mechanical issues.

As a result, the Public Works Department has requested the Town Manager to authorize an emergency purchase/rental in accordance with the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection:

2. Emergency Purchase: The Purchasing Agent may authorize an emergency purchase when a declaration of emergency has been issued or there is a threat of other substantial or potential loss to the Town that requires urgent action.

Note: The proposed emergency purchase/rental will ensure the continued and immediate collection of residential solid waste and related operations.

In an effort to resolve this issues as quickly as possible, the Public Works Department has identified a potential vendor, Big Truck Rental, LLC, to assist with providing an ASL vehicle that will meet the Town's requirements to continue the collection of residential solid waste while the Town's two (2) ASL vehicles are being repaired.

The emergency purchase/rental proposal, in the amount of \$12,000 includes:

- One (1) ASL Truck for four (4) consecutive weeks

Funding to support this emergency purchase/rental is available with the FY 2026 Budget – Sanitation Fund (Account #404-534-404-44100 - \$22,414)

Although this purchase is being requested to be approved as an Emergency Purchase under the Town's Purchasing Code, staff will continue to ensure that the proposed purchase will meets all requirements (as available) as provided within Sec. 2-246. Thresholds for the procurement of goods and services.

1. For goods and services with a value greater \$10,000, but less than \$35,000 (including posting on the Town's website, etc.).

The proposed Emergency Purchase has been prepared by the vendor and reviewed by the Public Works Director, the Finance Director and the Town Attorney.

The Town has previously worked with the proposed vendor and they have provided a quality product and good customer service.

Recommendation

I move to approve the Emergency Purchase and authorize the Town Manager to execute an emergency purchase agreement with Big Truck Rental, LLC to provide an ASL vehicle for immediate rental in the amount of \$12,000 under the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection – Emergency Purchase.

July 30, 2025

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Re: Big Truck Rental, LLC

To Whom It May Concern:

The Florida Municipal Insurance Trust is unable to name Big Truck Rental, LLC as an additional insured due to the operation of § 768.28, Florida Statutes, affecting sovereign immunity.

Specifically, entities that are not themselves governmental entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. This self-insurance program is predicated upon the concept of sovereign immunity among its insureds. Therefore, entities that do not qualify for protection under this statute are not eligible to be an additional insured.


We appreciate your understanding, and should there be any additional questions, please feel free to contact the undersigned.

Sincerely,



Bobby Livingston
Underwriter - South

BL/MV

CERTIFICATE OF COVERAGE				Item 6.	
Certificate Holder and Loss Payee		Administrator			Issue Date 7/30/25
Big Truck Rental, LLC 4221 Boyscout Road Suite 400 Tampa, Florida 33607		Florida League of Cities, Inc. Department of Insurance Services P.O. Box 538135 Orlando, Florida 32853-8135			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT					
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST					
AGREEMENT NUMBER: FMIT 0795		COVERAGE PERIOD: FROM 10/1/24		COVERAGE PERIOD: TO 10/1/25 12:01 AM STANDARD TIME	
TYPE OF COVERAGE - LIABILITY General Liability <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Employment Practices Liability <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible \$25,000 Automobile Liability <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A			TYPE OF COVERAGE - PROPERTY <input checked="" type="checkbox"/> Buildings <div><input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form</div> <input checked="" type="checkbox"/> Personal Property <div><input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form</div> <input checked="" type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$5,000 <input checked="" type="checkbox"/> Coinsurance 100% <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value Limits of Liability on File with Administrator		
			TYPE OF COVERAGE - WORKERS' COMPENSATION <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability <div>\$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease</div> <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A		
Automobile/Equipment - Deductible <input checked="" type="checkbox"/> Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment					
Other * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.					
Description of Operations/Locations/Vehicles/Special Items RE: Evidence of Insurance – 2024 Mack LR64R, VIN: 1M2LR2GC2PM008727.					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.					
Designated Member Town of Lake Park 535 Park Avenue Lake Park FL 33403			Cancellations SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE		



Company Address 4221 W. Boy Scout Blvd
Suite 400
Tampa, FL 33607

Prepared By Michael Giordano

Created Date 7/28/2025

Email mgiordano@bigtruckrental.com

Quote Number 00059810

CUSTOMER INFORMATION

Billing Customer Town of Lake Park

Billing Contact Paul Mathis

Billing Address Finance Department
535 Park Ave
Lake Park FL 33403

Billing Email garage@lakeparkflorida.gov

Billing Phone (561) 881-3345

Billing Mobile (561) 722-9034

Rental Customer Town of Lake Park

Shipping Contact Paul Mathis

Shipping Address 650 Old Dixie HWY
Lake Park FL 33403
United States

Shipping Email garage@lakeparkflorida.gov

Shipping Phone (561) 881-3345

Shipping Mobile (561) 722-9034

Product Details

Chassis Vin

Automated Side Loader on a multi-weekly basis

Product Family

Side Loader

Pricing Details

Line Item Description	Quantity	Sales Price	Total Product Price	Transportation Cost	Rental Start Date	Rental End Date
Automated Side Loader on a multi-weekly basis	4.00	\$2,575.00	\$10,300.00	\$1,700.00	7/28/2025	8/24/2025

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$10,300.00	Total Amount Due	\$12,000.00
Total Security Deposit	\$0.00		
Total Transportation Cost	\$1,700.00		

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Pricing is reflective of a 4-week billing cycle of (1) Automated Side Loader. Terms are based on OMNIA National Partners Cooperative Contract #2019000319.

Freight charge displayed includes delivery of trucks from their current location.

Return freight will be quoted at termination of rental and will be dependent upon dealer availability.



RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half ($\frac{1}{2}$) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states; however, any state or local permits for state or county road use and waste pick up and/or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

CUSTOMER

CUSTOMER NAME

Town of Lake Park

BY

(Signature)

PRINT NAME

Dwayne Bell, Sr.

TITLE

Sanitation Foreman

PURCHASE ORDER #

DATE

7/30/2025

TAX ID #

596000355

STATE

FL

Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to bt-sales@bigtruckrental.com or fax to (813) 261-0821.



Company Address 4221 W. Boy Scout Blvd
Suite 400
Tampa, FL 33607

Created Date 7/28/2025
Quote Number 00059810

Prepared By Michael Giordano

CUSTOMER'S INFORMATION

Billing Customer Town of Lake Park
Billing Contact Paul Mathis
Billing Address Finance Department
535 Park Ave
Lake Park FL 33403
Billing Phone (561) 881-3345
Billing Mobile (561) 722-9034
Billing Email garage@lakeparkflorida.gov

Rental Customer Town of Lake Park
Shipping Contact Paul Mathis
Shipping Address 650 Old Dixie HWY
Lake Park FL 33403
United States
Shipping Phone (561) 881-3345
Shipping Mobile (561) 722-9034
Shipping Email garage@lakeparkflorida.gov

TERMS & CONDITIONS

This Master Rental Agreement ("Master Agreement") is between BIG TRUCK RENTAL, LLC, a Florida limited liability company, ("Big Truck Rental") and the customer named on the first page of this Master Agreement ("Customer"). Big Truck Rental and Customer shall sometimes be collectively referred to as the "Parties." This Master Agreement provides the basic terms of every rental contract between Big Truck Rental and Customer, however, the specifics of each rental contract shall be found in the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement(s)"). All capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

1. Vehicles Covered Big Truck Rental agrees to rent to Customer and Customer agrees to rent from Big Truck Rental certain vehicles (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein.

2. Payment of Rental: Customer agrees that it will pay the rental rate and other charges as set forth in the Supplemental Agreement(s) and Extension Agreement(s) (the "Rental Charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Customer shall pay and/or reimburse Big Truck Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. During the term of this Master Agreement, the rental rate set forth in the corresponding Supplemental Agreement or Extension Agreement (the "Rental Rate") shall entitle Customer to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use calculated in the following manner: more than 50 hours per week but less than 80 hours per week, Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate. 80 or more hours per week, Customer shall pay an additional charge equal to one (1) times the Rental Rate. All Rental Charges shall be paid by Customer to Big Truck Rental at its address set forth in the Supplemental Agreement or Extension Agreement or in such other manner or at such other place as Big Truck Rental notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.

3. Security for Customer's Performance: Concurrently with the execution of this Master Agreement, Big Truck Rental may demand a security deposit to secure the performance by the Customer of its financial obligations under this Master Agreement. Supplemental Agreement(s) and Extension Agreement(s). Customer hereby authorizes Big Truck Rental to apply security deposit i for Customer's obligations on each vehicle rented within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

4. Big Truck Rental's Disclaimer of Warranty; Customer's Obligations Unconditional: Other than the original equipment manufacturer (OEM) and extended warranties that may be applicable to the vehicle, there are no additional warranties, expressed or implied, by Big Truck Rental to the Customer, except as contained in this master agreement or any supplemental agreement or extension agreement. Big Truck Rental shall not be liable for any loss or damage to customer, nor to anyone else, of any kind and howsoever caused, whether by the vehicle or the repair, maintenance, or equipment of the vehicle, or by the failure of the vehicle or interruption of service or use of the vehicle rented under this agreement. Customer has inspected and is fully familiar with the vehicle and accepts the vehicle "as is" and "with any and all faults." No defect in or unfitness of the vehicle and no loss or damage thereto and no other condition circumstance whatsoever, including, without limitation, the unavailability thereof for any reason whatsoever, shall relieve customer of its obligations under this agreement or result in the abatement or suspension of any such obligations, which are absolute and unconditional. To the maximum extent permitted by law, Big Truck Rental shall incur no liability whatsoever to customer arising out of or in connection with any defect in or condition of the vehicle or the use, operation or functioning of the vehicle. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle rented (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by Big Truck Rental, all of which are



superseded by this Master Agreement. Customer authorizes the deletion of any safety equipment and accepts all liability for injury or loss incurred thereby.

5. Location of the Vehicle; Inspections: Customer shall keep each Vehicle in Customer's possession and control at Customer's place of business or job site, except that the Vehicle may be moved in the normal course of Customer's business or to such other location to which the Vehicle may be moved with the prior written consent of Big Truck Rental. Big Truck Rental may, without notice to Customer, at any time during normal business hours, enter the premises where any Vehicle owned by Big Truck Rental is located and inspect the same.

6. Repairs; Maintenance; Use; Alterations: Customer shall perform and pay for all normal, periodic and other basic service, adjustments and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only), and checking tire pressures and battery fluid and charge levels weekly. The original equipment manufacturer's warranty will apply to the renter if any warranty items are in need of, or become in need of repair during the rental period. For any non-warranty repairs, Customer shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefor; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Customer will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle. Customer will furnish copies thereof to Big Truck Rental and will allow Big Truck Rental to inspect such records and logs at any time during normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements. All Vehicles rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use, waste pickup or disposal is the responsibility of the Customer. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Customer at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees of the Customer, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Customer which are the sole and exclusive responsibility of Customer. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by Big Truck Rental. No Vehicle identification, other than DOT numbers, shall be removed, covered, or defaced in any way. Customer agrees that they will be the motor carrier operator during the rental period and will display their DOT numbers on said rental vehicle. If the Vehicle is used in violation of any part of this Section, or is obtained from Big Truck Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without Big Truck Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of Big Truck Rental, Customer shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. All modifications or additions to or changes in a Vehicle shall belong to and immediately become the property of Big Truck Rental without charge or cost to Big Truck Rental, and shall be returned to Big Truck Rental with the Vehicle upon the expiration or earlier termination of this Master Agreement unless Big Truck Rental notifies Customer to remove any of the same, in which case Customer shall promptly do so at its sole expense and cost without causing damage to the Vehicle or impairing its operation in any way. Short term rentals are not subject to the International Fuel Tax Agreement (IFTA). Therefore, all fuel tax and reporting thereof is the responsibility of the Customer. Any violations and/or fines due to violation of the laws regarding fuel taxes and reporting shall be the sole responsibility of the Customer.

7. Risk of Loss; Damage: Big Truck Rental documents the condition of the Vehicle(s) rented upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer, using parts and materials of comparable quality. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Customer shall promptly pay Big Truck Rental the current market value of the Vehicle (the "Termination Payment"). Without relieving Customer of its obligation to make the Termination Payment and without deferring that obligation, Big Truck Rental will apply toward the Termination Payment any amounts received by and payable to Big Truck Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with Big Truck Rental receives on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to Section 8. Upon receipt of the Termination Payment and performance by Customer of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental will transfer and assign to Customer, without recourse, any remaining rights which Big Truck Rental has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which Big Truck Rental has in the Vehicle. Big Truck Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF SECTION 4. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Customer and shall be accessions to the Vehicle and shall belong to and immediately become the property of Big Truck Rental.

8. Insurance: If the City is self-insured, it will provide Big Truck Rental with a document stating that it will maintain appropriate coverage limits in respect to Commercial General Liability, Business Auto Liability and Workers Compensation insurance. Upon review of these documents, Big Truck Rental will notify the city if this coverage is acceptable and will move forward with the rental contract. Upon approval of this document, the language below regarding liability limits will not be applicable. Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy. The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in



the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"). Big Truck Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Big Truck Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to Big Truck Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect. Customer irrevocably appoints Big Truck Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance. Customer will not settle any claim under the insurance without Big Truck Rental's prior written consent, and Big Truck Rental may settle any claim under the insurance for such amount and on such terms as Big Truck Rental, in its sole and absolute discretion, determines; and Big Truck Rental will incur no liability to Customer by reason of any settlement which it makes. Customer will execute such documents as Big Truck Rental requests to confirm or effect the provisions of this entire Section 8.

9. Customer's Indemnity: To the fullest extent permitted by law, the City will defend, indemnify, and hold Big Truck Rental, its subsidiaries parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

10. Return of Vehicles: At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle rented under the Supplemental Agreement or Extension Agreement to and into the custody of Big Truck Rental, at its business location set forth on the first page of this Master Agreement or at such other place as Big Truck Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such reasonable time as the Vehicle is again operable. All Vehicles shall be returned free of trash in the cab, body, hopper, and behind the packing blades or they will be subject to a clean out fee and any related disposal costs. Security deposit will be applied to any and all damages.

11. Tires: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

12. Default by Customer; Remedies of Big Truck Rental; Waiver of Bond: Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Rental Charges or any other amount payable; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Customer to report, at the beginning of each week or at the request of Big Truck Rental, the miles and hours on the truck or (5) any reasonable ground for insecurity on the behalf of Big Truck Rental with respect to the performance of Customer's obligations hereunder. While an event of default exists, Big Truck Rental shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by Big Truck Rental due to the event of default and/or termination of the contract between Big Truck Rental and Customer; (3) require Customer to redeliver any and all rented Vehicles immediately to Big Truck Rental as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Customer voluntarily and knowingly agrees to and waives the same. If Big Truck Rental attempts but is unable to repossess the Vehicle for any reason whatsoever, Big Truck Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to Big Truck Rental the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Big Truck Rental at law or in equity. Big Truck Rental may enforce any of its rights separately or concurrently and in such order as Big Truck Rental determines. In any proceeding by Big Truck Rental to recover possession of the Vehicle, Big Truck Rental shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

13. Payments by Big Truck Rental; Interest: If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental may, at its option, pay such amount or perform such obligation, and Customer shall, on demand by Big Truck Rental, reimburse Big Truck Rental for the amount of such payment or the cost of such performance. Customer shall pay Big Truck Rental interest at one- and-a-half percent (1½%) per month or at the highest lawful rate that may be charged, whichever is lower, on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by Big Truck Rental, from the date of such payment or the expenditure of such cost until Big Truck Rental receives reimbursement therefor.

14. Assignment: This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Customer shall not be deemed an agent or employee of Big Truck Rental for any purpose. Customer will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. Big Truck Rental



may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Big Truck Rental and Customer.

15. Termination: This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Supplemental Agreement (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to Big Truck Rental in a rentable condition, or (b) inform Big Truck Rental five (5) days prior to the proposed Early Termination date that the Customer wishes for Big Truck Rental to pick up its Vehicle.

16. Governing Law; Jurisdiction; Venue: This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by and construed in accordance with the law of the State of Florida and jurisdiction and venue shall properly lie in the County Court in and for Hillsborough County, the Thirteenth Judicial Circuit Court of the State of Florida, or in the United States District Court for the Middle District of Florida (Tampa Division).

17. Attorneys' Fees: Should the parties not agree on resolution of any issues surrounding this agreement, the successful party will be entitled to collect fees and costs associated with enforcement of this agreement.

18. Severability of Provisions: If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held invalid, the remainder of this Master Agreement or Supplemental Agreement(s) or Extension Agreement(s) and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.

19. Entire Agreement; Amendment and Waiver; Facsimile and Counterparts: This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between Big Truck Rental and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and/or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement(s) or extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Section Headings: Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement.

21. Waiver of Trial by Jury: Intentionally left blank.

By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below.

Customer Acknowledgement

CUSTOMER NAME

Town of Lake Park
(Municipal Name)

DATE

7/30/2025

TAX ID #

596000355

BY

[Signature]
(Signature)

STATE

FL

PRINT NAME

Dwayne Bell, Sr.

[Initials] Initial here acknowledging you have read Section 6 on maintenance responsibility.

TITLE

Sanitation Foreman

Please sign and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 06, 2025

Originating Department: Public Works

Agenda Title: Resolution 47-08-25 – Agreement for Professional Architectural Services – Historic Town Hall Preservation Project – TFH Architectural Services, LLC.

Approved by Town Manager: _____ **Date:** _____

Cost of Item:	<u>\$29,900.00</u>	Funding Source:	<u>Grant – Historical Resources/PBC Discretionary Surtax</u>
Account Number:	<u>301-337.715/301-338.100</u>	Finance Signature:	<u>Barbara A Gould</u>

Advertised:

Date: June 01, 2025 **Newspaper:** Palm Beach Post

Attachments: 1) Resolution 47-08-25

2) Agreement – Professional Architectural Design Services

– TFH Architectural Services

Please initial one:

_____ Yes, I have notified everyone.

X Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park has been awarded a FY 2025 Small Matching Grant from the Florida Division of Historical Resources (FDHR) to address preservation and code-compliance needs/improvements within the historic 1927 Town Hall in the amount of \$15,281 (design and engineering services). The grant requires a 50% local match (\$15,281), providing a total available design budget of \$30,562.

As a result, June 01, 2025, the Town issued a Request for Qualifications (RFQ) for Building Preservation and Compliance Improvements to Lake Park Town Hall (RFQ #114-2025). The intent of this RFQ was to select an engineering firm (or multiple firms) to assist the Town with the construction of various improvements to the Town's historic Town Hall building.

Following the closing of the RFQ on June 26, 2025, the Town received qualification packages from four (4) firms:

- 1) TFH Architectural Services, LLC
- 2) RJ Heisenbottle
- 3) GHP Architecture
- 4) WGI Inc

An Evaluation Committee met on July 16, 2025, and consisted of John Wille, Project Manager, Dwayne Bell, Sanitation Foreman, Paula LeBlanc, Executive Assistance, and Howard Butts, Infrastructure Foreman.

The evaluation committee reviewed all qualification packages and ranked all firms based on various evaluation criteria, including but not limited to Public Sector Experience and similar projects. As a result, the top three (3) firms are being recommended to the Town Commission to negotiate a Building Preservation and Compliance Improvements to Lake Park Town Hall Agreement with the top ranked firm.

The top three (3) firms recommended under the RFQ #114-2025 are as follows:

- 1) TFH Architectural Services, LLC
- 2) RJ Heisenbottle
- 3) GHP Architecture

A Notice to Negotiate with the TFH Architectural Services, LLC was prepared and published on July 22, 2025. As of this publishing, no protests have been filed.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ #114-2025 and published addendums and the RFQ Advertisement.

If approved, the Town of Lake Park would accept TFH Architectural Services' approved pricing, including all terms, conditions and pricing therein. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

In an effort to begin the design phase, TFH Architectural Services, LLC submitted the highest ranked qualification package (RFQ #114-2025 – Building Preservation and Compliance Improvements to Lake Park Town Hall), offering the requisite experience to perform full architectural design, permitting and limited construction-administration services.

Key scope of work items include:

- Replacement of two (2) deteriorated exterior doors at the rear of Town Hall
- Installation of impact-rated glass in the prominent fixed window assembly on the south façade
- Addition of a protective awning over the west-side main public entrance

- Design of ADA-compliant sidewalks, landings and ramps to serve the Commission Chambers rear entrance

If approved, Town staff would recommend the Town Commission approve a proposed Professional Architectural Services Agreement with TFH Architectural Services, LLC, to complete various improvements within the Town's historic Town Hall building, in the amount of \$29,900.

The proposed Agreement was prepared utilizing the Town's standard template and reviewed by the Public Works Director, the Project Manager - Capital Projects, the Grant Writer/Chief Public Information Officer, the Finance Director and the Town Attorney.

If approved, the Town will issue a Notice to Proceed to the selected engineering firm, TFH Architectural Services, to begin the project design and development of the required construction bid-ready documents. The proposed engineering/design and project permitting is expected to be completed by January, 2026 (5 months).

Note: The intent of this RFQ and the selection of a firm to provide the Town with professional engineering services to complete the proposed improvements within the Town's historic 1927 Town Hall. Prior to commencing with any work under this Agreement, if approved, would require a work authorization/notice to proceed to be completed by both parties, which would include a scope of work, pricing, schedule to complete, etc.

Additional Note: During the design process, the Public Works Department is planning to work with the selected engineering firm, Town Staff and the Palm Beach Sheriff's Office (PBSO) to identify opportunities to ensure that the Commission Chambers provide for a safe and convenient environment for the Commission, staff and the community. This process may result in a change order and/or the need for additional funding depending on the design options that may be presented.

Recommendation

I move to approve Resolution 47-08-25 – Agreement for Professional Architectural Services with TFH Architectural Services, LLC. to provide design and permitting services to support the Historic Town Hall Preservation Project, in the amount of \$29,900; and to authorize the Mayor to execute the Agreement.

RESOLUTION 47-08-25**A RESOLUTION AUTHORIZING AND DIRECTING THE-MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND TFH ARCHITECTURAL SERVICES, LLC, FOR ARCHITECTURAL DESIGN SERVICES FOR BUILDING PRESERVATION AND COMPLIANCE IMPROVEMENTS TO LAKE PARK TOWN HALL.**

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

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

WHEREAS, the Town has previously determined there is a need to restore and preserve the Town Hall building structure; and

WHEREAS, the Town, in pursuit of funding for required preservation work at Town Hall applied for grant funding through the Division of Historical Resources; and

WHEREAS, in June of 2024, the State of Florida, Department of State, Division of Historical Resources notified the Town of Lake Park of an approved grant award in the amount of \$15,281 with an equal match amount for the Town, for Design Services required for preservation and compliance improvements to the Lake Park Town Hall; and

WHEREAS, in February 2025, the Town advertised a solicitation, (RFQ #114-2025), for Architectural Design Services for preservation and compliance improvements to Lake Park Town Hall; the Town received 2 submittal responses; and

WHEREAS, town staff received and evaluated the submittal responses; and determined that proposal submitted by TFH Architectural Services, LLC was responsive both in scope and in pricing with a proposed cost of \$29,900.00, and that the submitter was determine to be qualified, able and willing to perform the work requirements and services associated with this project, and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into an Design Services Agreement with TFH Architectural Services, LLC for this preservation and compliance improvements project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute a Professional Design Services Agreement with TFH Architectural Services, LLC, A copy of the agreement is attached hereto.

Section 3. This Resolution shall take effect immediately upon its execution.

**PROFESSIONAL ARCHITECTURAL DESIGN SERVICES AGREEMENT
FOR
LAKE PARK TOWN HALL BUILDING PRESERVATION
AND COMPLIANCE IMPROVEMENTS PROJECT**

Dated this 06th day of August, 2025

PROFESSIONAL SERVICES

This Professional Architectural Design Services Agreement between the Town of Lake Park, a Florida municipal corporation ("TOWN"), and TFH Architectural Services, LLC, a Florida S-Corporation ("CONSULTANT"), is pursuant to the Architectural Services RFQ #114-2025 issued by TOWN on June 02, 2025.

PROJECT BACKGROUND

The Agreement provides for Professional Architectural Design Services for Historic Preservation improvements to the Town Hall building, including design an accessible entrance to the TOWN's commission chambers from the north, and design the replacement of entry doors and three (3) windows on the exterior of Town Hall. The replacement one of the existing doors is intended to be part of the new accessible route from the west parking lot to the north side of Town Hall. The 3 windows are arched windows original to the building and are centered on the second floor and face south.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT will be as follows:

Task 1: Evaluate Existing Conditions

CONSULTANT will meet with TOWN representatives on-site to discuss the TOWN's goals for the project. Through discussion, Q+A and photographs, it is anticipated that CONSULTANT will be given a full and accurate description of the Town's objectives.

Meetings anticipated during this task:

One (1) meeting with staff: One on-site to review scope, and discuss project with TOWN staff.

Deliverable: None.

Task 2: Obtain Limited Existing Topographic Data Along the Proposed Accessible Route

CONSULTANT will utilize a professional land surveyor to obtain existing topographic data along the proposed accessible route. A partial site plan showing the east edge of the west parking lot; the outline of Town Hall's northern edge (including the porch in the NE corner; a line of elevation points 10-feet north of Town Hall; and the identification of structures that could inhibit the construction of the accessible route.

Meetings anticipated during this task:

One (1) meeting with staff: One on-site to discuss with TOWN Staff any anomalies in the survey findings.

Deliverable: CONSULTANT will provide CAD site base plan and PDFs with topographic survey data points as described above.

Task 3: Estimate Schedule for the Project's Design Phase

CONSULTANT will deliver to the TOWN a PDF document that outlines the anticipated schedule for the design phase of the project.

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any review comments of the proposed project design schedule with Town staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDF project schedule for review by the TOWN.

Task 4: Conceptual Design Drawings for Review and Approval

CONSULTANT will deliver to the TOWN a set of PDF documents that are conceptual and preliminary in nature.

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any review comments with TOWN staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDFs drawings for review by the TOWN as they deem necessary and for their general use and distribution.

Task 5: 50% Construction Documents for Review and Approval

CONSULTANT will deliver to the TOWN a set of PDF documents that are at least 50% complete and ready for a preliminary review and discussion with TOWN staff.

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any review comments with TOWN staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDFs drawings for review by the TOWN as they deem necessary and for their general use and distribution.

Task 6: Final Construction Documents for Review and Approval

CONSULTANT will deliver to the Town a set 100% Architectural Design Plans in PDF format that are ready for bidding, permitting and construction

Meetings anticipated during this task:

One (1) meeting with staff: Via teleconference or in-person the CONSULTANT will discuss any final review comments with Town staff and make revisions and corrections as requested.

Deliverable: CONSULTANT will provide PDFs for review, and final electronically signed and sealed PDFs for the Town's use in permitting and General Contractor solicitations.

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

- Additional site visits
- Additional submittals and/or reviews requested by the TOWN
- Additional exhibits requested by the TOWN
- Development of architectural renderings
- Scope additions to that outlined herein that have not been listed above

PERFORMANCE SCHEDULE

CONSULTANT and the TOWN will agree on a mutually beneficial project schedule. The following is proposed by the CONSULTANT.

Task 1 Evaluate Existing Conditions	1 week following Notice to Proceed (NTP)
Task 2 Limited Topographic Survey	2 weeks following Notice to Proceed (NTP)
Task 3 Estimate Design Phase Schedule	3 weeks following Notice to Proceed (NTP)
Task 4 Conceptual Design	5 weeks following Notice to Proceed (NTP)
<u>TOWN review and comment period</u>	<i>TOWN will review expeditiously.</i>
Task 5 50% Construction Documents	3 weeks following receipt of review comments
<u>TOWN review and comment period</u>	<i>TOWN will review expeditiously.</i>
Task 6 Final Construction Documents	3 weeks following receipt of review comments

METHOD OF COMPENSATION

CONSULTANT will perform the services in Tasks 1 - 6 on a lump sum fee plus expense basis plus expenses as shown below.

Task 1 Evaluate Existing Conditions	\$	500.00
Task 2 Limited Topographic Survey	\$	4,000.00
Task 3 Estimate Design Phase Schedule	\$	400.00
Task 4 Conceptual Design	\$	3,500.00
Task 5 50% Construction Documents	\$	7,500.00
Task 6 Final Construction Documents	\$	\$11,000.00
Project Management	\$	2,500.00
Expense Costs NTE	\$	500.00
<u>Total Project Lump Sum</u>	\$	<u>29,900.00</u>

ADDITIONAL DOCUMENTATION

As requested by the TOWN, the following supplemental documents are attached to this proposal:

1. The Historic Preservation Resume for architect Timothy F. Hulihan, a member of our consulting team whose firm, TFH Architectural Services, LLC, will be principally responsible for the architectural services described in the proposal.
2. The Governmental Facilities Resume for architect Timothy F. Hulihan, and TFH Architectural Services, LLC
3. Should additional documentation or clarification be desired, TFH Architectural Services, LLC will provide additional information upon request.

GENERAL PROVISIONS

CONSULTANT will not exceed the total lump sum fee shown without authorization from the TOWN. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

For additional work assignments that are agreed to be billed hourly, the following Labor Rates will apply.

Classification: 2025 Labor Rates:

- Sr. Architect / Principal: \$ 250.00 per hour
- Architect: \$ 175.00 per hour
- CAD Designer / Drafter: \$ 120.00 per hour
- Clerical: \$ 85.00 per hour

All expenses will be reimbursed on a direct-cost basis. Vehicle travel outside of Palm Beach County will be reimbursed at a rate of 55-cents per mile.

If unforeseen circumstances, or changes to previously approved work, create the need for work beyond the scope proposed herein, additional time shall be allotted to complete the affected tasks, and additional fees in accordance with the rates for hourly services shall apply. CONSULTANT will notify TOWN in writing prior to proceeding with changes in the project scope, and obtain TOWN's approval in writing before commencing.

TOWN's experience with, and understanding of, Architectural Services recognizes the follow as consistent and agreeable terms and conditions:

1. CONSULTANT shall rely on information transmitted to him by TOWN or their consultants as being accurate, and shall not be liable for decisions based on those assumptions.
2. It is understood that this is a contract for architectural services only, and CONSULTANT is not a construction company and will, therefore, not be installing, repairing, replacing, or renovating building materials or components.
3. CONSULTANT shall exercise usual and customary professional care in its efforts to comply with all laws, codes and regulations in effect as of the date of this contract. Changes made necessary by newly enacted laws, codes and regulations after the agreement date shall entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Contract.

4. The project will be reviewed under the current locally adopted version of the Florida Building Code (FBC). Compliance with any other codes or standards will be considered Additional Services.
5. It is understood that professional certification of CONSULTANT work effort is attached to all limits of liability established by Florida Statutes.
6. Post-construction certification of The Project cannot be done unless a commiserate level of construction observation is requested and paid for by TOWN. If said certification is requested in the absence of adequate construction observation, it will be necessarily limited in scope to exclude all work concealed from view, and will be considered an Additional Service.
7. Payment for services shall be as stated herein and will be invoiced monthly based on the work performed. Invoices shall be due and payable upon receipt of invoice. Invoices past due 30 days will be surcharged 1-1/2% per month on the unpaid balance.
8. Work will cease on any project with invoices 60 days past due. CONSULTANT will not be held liable for any damages resulting from the delay of The Project due to work which is stopped due to delinquent payment.
9. TOWN shall make no claim for professional negligence, either directly or by way of a cross complaint against TFH Architectural Services, LLC, or Timothy F. Hulihan, herein referred to as CONSULTANT, unless TOWN has first provided The Architect with a written certification executed by an independent Florida Registered Architect practicing architecture in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for an architect performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to CONSULTANT not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
10. This agreement can be terminated by either party without cause via written notification of such intentions. Upon receipt of termination, CONSULTANT will finalize all work in progress within 5 working days. TOWN agrees by virtue of this agreement and the issuance of a written termination that CONSULTANT is due all fees earned prior to the receipt of termination letter.
11. The Client agrees to limit CONSULTANT's liability for services (including additional or optional services agreed to in the future) performed under this agreement to the amount of \$5,000.
12. This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.

With this sponsorship comes compliance requirements applicable to State Resources; the compliance requirements may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <http://apps.fldfs.com/fsaa/>.
13. *The Contractor may not discriminate against any employee under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.*

Professional Architectural Design Services for the Small Matching Grant Funded Project with the Division of Historical Resources for the Building Preservation and Compliance Improvements to Lake Park Town Hall for an Agreement amount of \$29,900.00

TOWN OF LAKE PARK

By: _____
Roger Michaud Mayor Date

ATTEST

By: _____
Vivian Mendez – MMC
Town Clerk

Date

TOWN ATTORNEY

By: _____
Thomas Baird
Jones Foster, PA

Date

TFH Architecture Services, LLC



Timothy F. Hullihan, President

Date: August 01, 2025



TOWN OF LAKE PARK

535 Park Ave.

Lake Park, Florida 33403

REQUEST FOR QUALIFICATIONS (RFQ) No. 114-2025

PROJECT:

Professional Architectural Design and Consulting Services
For the
“Building Preservation and Compliance Improvements to Lake Park Town Hall”

A State of Florida, Department of State, Division of Historical Resources Project

Date of Advertisement: Sunday, June 01, 2025

Date of Distribution: Monday, June 02, 2025 at 10:00 AM EDT

Response Due Date: Thursday, June 26, 2025 at 2:00 PM EDT

Issuing Department: Public Works

**Owner:**

TOWN of Lake Park, Florida

Roger Michaud, Mayor
Michael Hensley, Vice-Mayor
Judith Thomas, Commissioner
John Linden, Commissioner
Michael O'Rourke, Commissioner

Owner's Representative:

Richard Reade, Town Manager
535 Park Avenue
Lake Park, Florida 33403
Phone: 561.881.3304
Fax: 561.881.3314

Project Manager:

John Wille - Capital Projects Manager
640 Old Dixie Highway Lake Park, FL 33403
561-881-3345

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List of Exhibits Attached

None

TOWN OF LAKE PARK REQUEST FOR QUALIFICATIONS (RFQ) #114-2025

The Town of Lake Park is accepting sealed proposals from qualified proposers who can perform the work described herein.

This solicitation is for Architectural Professional Services vital to the preparation of project design plans, including elevations & details and specifications for the preservation and compliance improvements as identified in the project scope of work.

The Town Hall building is recognized as a Historic building. Accordingly, Architects responding to this solicitation must have experience with the Secretary of the Interior's Standards for Rehabilitation and Preservation. Historic Building construction standards shall be observed as this project is considered a Historic Building Preservation project.

Request for Qualifications documents are available on Monday, June 02, 2025 at 10:00 am.

Sealed responses will be accepted digitally to the Lake Park Town Clerks office at townclerk@lakeparkflorida.gov or can be submitted directly to the Lake Park Capital Projects Manager at email address, jwille@lakeparkflorida.gov. on or before Thursday, June 26, 2025 at 2:00 PM EDT at which time the proposals will be publicly opened and read aloud at 2:05 PM EDT that same day in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Proposals will not be accepted in any other format other than the specified above. Late proposals will not be accepted.

There is not Pre-Proposal meeting scheduled at this time.

Pre-Bid Meeting: No Pre Bid Meeting Date/Time: Not applicable

Location: Not applicable

Site Visit: Optional

Date/Time: Not applicable

Location: Town of Lake Park Town Hall Building
535 Park Avenue,
Lake Park, Florida 33403

Additional Information:

SITE VISIT:

Please contact John Wille the Lake Park Project Manager to schedule a site visit.
Cell # 561-722-1922

All Proposers are advised to closely examine the Solicitation package, and to become familiar with the scope of work and services to be performed under this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services are to be submitted through the Town Clerks office no later than, Thursday, June 13, 2025 by 4:00 PM EDT.

Proposers shall demonstrate a satisfactory record of performance for services provided which are similar in the magnitude and scope for the services sought herein and as documented by their Letters of Reference.

The Town of Lake Park reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property taxes.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All proposers are further advised that the Town will not supply or sell materials to proposers in connection with submission of preparation of proposals, or any other matter, including but not limited to envelopes, labels, or tape.

TOWN OF LAKE PARK, FLORIDA
Office of the Town Clerk

Laura Weidgans
Deputy Town Clerk
Town of Lake Park, Florida

Laura
Weidgans

Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of Lake Park, ou=Deputy Town Clerk, email=lweidgans@lakeparkflorida.gov, c=US
Date: 2025.05.22 13:23:57 -04'00'

PART I -GENERAL INFORMATION

1 PROJECT OVERVIEW

This solicitation is for Architectural Professional Services vital to the preparation of project design plan details and specifications for the Building Preservation and Compliance Improvements at Lake Park Town Hall building.

The Town Hall building is recognized as a Historic building. Accordingly, Architects responding to this solicitation must have experience with the Secretary of the Interior's Standards for Rehabilitation and Preservation. Historic Building construction standards shall be observed as this project is considered a Historic Building Preservation project.

2 PROCUREMENT SCHEDULE

The anticipated Schedule for this Solicitation is as follows:

Item	Date/Time
Solicitation Issued	Sunday, June 01, 2025
Pre-Proposal Meeting	Not applicable
Deadline for Receipt of Questions	Friday, June 13, 2025 at 4:00 PM EDT
Submission Deadline	Thursday, June 26, 2025 at 2:00 PM
Sealed Proposal Opening	Thursday, June 26, 2025 at 2:05 PM EDT
Contract Award	TBD

3 SELECTION PROCESS AND EVALUATION

Award of any contract, which may result from this solicitation, will be made to the Offeror that has submitted a proposal, and which has been determined to be fully responsible and fully responsive to all requirements as detailed in this solicitation and its associated project manual. The winning Offeror must also be fully responsible, which includes, but is not limited to, being fully licensed, qualified, and able to complete the work.

Evaluation Criteria:

(15 Points) – Completion of BID FORMS

(40 Points) - Firm Qualifications & Experience Narrative

(15 Points) - Preliminary Architectural Design Schedule Timeline

(15 Points) - Submitters Office location to be used to manage & direct this design work

(15 Points) - Submittal of required forms completed with signatures as necessary.

4. PROPOSAL SUBMISSION AND WITHDRAWAL

To be considered for award, proposals must include all required forms, and must be timely submitted prior to the deadline as established in Section 2.

Proposals will not be accepted in any other format other than the specified above. Late proposals will not be accepted.

A Proposal shall be irrevocable unless the Proposal is withdrawn by contacting the Town of Lake Park's Town Clerks office prior to the submission deadline.

5. DEFINITIONS

Contract or Agreement: The Request for Proposal, all addenda issued thereto, all affidavits, all exhibits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the Town and the Offeror.

- a) Contractor: successful Offeror that is awarded a contract to provide the goods or services to the Town.
- b. Proposal Submittal forms: forms which must be completed and submitted with the Proposal are available by contacting the Lake Park Town Clerk at townclerk@lakeparkflorida.gov.
- c. Proposer: person or firm submitting a response to this Request for Proposal.
- d. Purchasing Department: The Purchasing Department of the Town of Lake Park, Florida.
- e. Responsible Offeror: An Offeror that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposal, and the integrity and reliability that will assure good-faith performance.
- f. Responsive Offeror: An Offeror whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposal.
- g. Solicitation or Request for Qualifications (RFQ): this Solicitation documentation, including any and all addenda.
- h. Town: shall refer to the Town of Lake Park, Florida.

PART II-PROCUREMENT GUIDELINES, TERMS AND CONDITIONS

6. CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Town of Lake Park, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence".

This restricts communication and requires documentation of communications between potential Offerors and/or Offerors on Town Solicitations, the Town's professional staff, and the Town Commission members.

7. COMMUNICATION PROTOCOL

All questions, requests for clarifications or additional information and communications concerning this procurement process must be directed to the Town Clerk.

townclerk@lakeparkflorida.gov.

The Town will record its responses to questions, if any, and address them in the form of a written addendum. All communication must be in writing -no exceptions.

8. ADDENDUM

The Town Clerk may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Offeror should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Offeror's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Offeror is required to submit with its Proposal a signed "Acknowledgement of Addenda" form, when any addenda have been issued (see "List of Exhibits" for a complete catalog of all required forms).

Note, that June 13, 2025 at 4:00 PM EDT, is the deadline for receipt of questions. Questions should be submitted according to the communication protocol established in Section 2.4.

9. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Town Ordinances and Resolutions, as well as all applicable local, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order; Federal, State and local.

10. CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, an Offeror may change its Proposal by contacting the Lake Park Town Clerk, **townclerk@lakeparkflorida.gov.** and submitting a new Proposal in the same manner as the original

The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

11. CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of items, the Special Conditions, and then the General Terms and Conditions.

12. PROMPT PAYMENT TERMS

It is the policy of the Town of Lake Park that payment for all purchases by Town departments shall be made in a timely manner. The Town will pay the successful Offeror upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. However, the successful Offeror will be required to submit all required final close-out forms, as detailed within the project manual, prior to final payment. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Town Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Town.

13. PREPARATION OF PROPOSALS

- a. All Proposals must include every form included within this solicitation. The submittal forms define requirements of services to be performed or items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Offerors shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Offeror's firm must sign the Proposal submittal forms where indicated. Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive, and therefore subject to disqualification.
- c. The Offeror must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Offeror being deemed non-responsive; however, such a determination is at the discretion of the Town. Offerors are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Offeror may submit alternate Proposal(s) for the same Solicitations provided that such Proposal is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Offeror's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness or other issues.

14. CANCELLATION OF SOLICITATION

The Town of Lake Park reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the Town.

15 AWARD OF CONTRACT

- a. Any contracts arising from this RFQ may be awarded to the responsive and responsible Offeror meeting all requirements as set forth in the Solicitation. The Town reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.
- b. The Town reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- c. The Offeror's prior performance as a prime contractor or subcontractor on previous Town contracts shall be considered in evaluating the Proposal received for this Solicitation.
- d. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- e. The Town reserves the right to request and evaluate additional information from any Offeror after the due date for Proposals, as the Town deems necessary.

16 WARRANTY

All warranties express and implied shall be made available to the Town for goods and services covered by this Solicitation. All goods and services furnished shall be fully guaranteed by the successful Offeror against defects and workmanship for the life of the product. At no expense to the Town, the successful Offeror shall correct any and all apparent and latent defects that may occur within the standard warranty.

17. PROTEST

A recommendation for contract award or rejection of award may be protested by an Offeror, as further described within the Town's purchasing ordinance.

18. LAWS AND REGULATIONS

The successful Offeror shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Offeror shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

19. LICENSES, PERMITS AND FEES

The successful Offeror shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Town or a successful Offeror for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Offeror.

20. SUBCONTRACTING

Unless otherwise specified in the Solicitation, the successful Offeror shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town shall constitute a material breach of the agreement and may result in termination of the contract for default.

21. ASSIGNMENT

The successful Offeror shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the contract for default.

22. SHIPPING TERMS

Unless otherwise specified in the Solicitation, prices quoted shall be Free on Board (F.O.B.) Destination. Freight shall be included in the proposed price.

23. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the successful Offeror shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Town or any of its departments. The successful Offeror shall provide physically competent employee(s) capable of performing the work as required. The Town may require the successful Offeror to remove any employee it deems unacceptable. All employees of the successful Offeror shall wear proper identification.

It is the successful Offeror's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the successful Offeror.

24. INDEMNIFICATION and INSURANCE

The successful Offeror shall indemnify and hold harmless the Town and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the successful Offeror or its employees, agents, servants, partners, principals, or subcontractors. The successful Offeror shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Offeror expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the successful Offeror shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The selected Offerors shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the Town's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town of Lake Park shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not

constitute a waiver of the selected Offeror's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town of Lake Park.

The selected Offeror must submit a current Certificate of Insurance, naming the Town of Lake Park as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Offeror shall provide insurance coverage as follows:

- a. **WORKERS' COMPENSATION INSURANCE** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. **GENERAL LIABILITY INSURANCE** with each occurrence limits of not less than \$1,000,000.00.
- c. **PROFESSIONAL LIABILITY INSURANCE** with limits of not less than \$1,000,000 annual aggregate.
- d. **HIRED AND NON-HIRED VEHICLES** with limits of not less than \$500,000.00 per claim.
- e. **ADDITIONAL INSURANCE REQUIREMENTS**, if applicable, will be listed below.
Not applicable

25. COLLUSION

A Offeror shall submit an affidavit under the penalty of perjury, on a form provided by the Town, stating that the contractor is not related to any of the other parties proposing in the competitive Solicitation; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Offeror has not, directly or indirectly, induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Offeror has not in any manner sought by collusion to secure to the Offeror an advantage over any other Offeror. In the event a recommended Offeror identifies related parties in the competitive Solicitation, its Proposal shall be presumed to collusive and the recommended Offeror shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Town. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

26. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

27. TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this RFP with or without cause immediately upon providing written notice to the awarded Offeror. Upon receipt of such notice, the awarded Offeror shall not incur any additional costs under the contract. The Town shall be liable only for reasonable costs incurred by the awarded Offeror prior to the date of the notice of termination. The Town shall be the sole judge of "reasonable costs."

28. TERMINATION FOR DEFAULT

The Town reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Offeror fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Offeror must cure any such failure to perform or default. The awarded Offeror's failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this RFQ.

The Town further reserves the right to suspend or debar the awarded Offeror in accordance with the appropriate Town ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Town's intent to terminate. In the event of termination for default, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Offeror.

29. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Town, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

30. ACCESS AND AUDIT OF RECORDS

The Town reserves the right to require the successful Offeror to submit to an audit by an auditor of the Town's choosing at the successful Offeror's expense. The successful Offeror shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The successful Offeror shall retain all records pertaining to this contract, and upon request, make them available to the Town for three (3) years following expiration of the contract. The successful Offeror agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

31. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Town contracts.

32. PRE-AWARD INSPECTION

The Town may conduct a pre-award inspection of the Offeror's premises or hold a pre-award qualification hearing to determine if the Offeror is capable of performing the requirements of this Solicitation.

33. PROPRIETARY/CONFIDENTIAL INFORMATION

Offerors are hereby notified that all information submitted as part of, or in support of Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Offeror shall not submit any information in response to this solicitation that Offeror considers a trade secret, proprietary, or confidential. The submission of any information to the Town in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Offeror. In the event that the Offeror submits information to the Town in violation of the restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the Town may, in its sole discretion, either (a) communicate with the Offeror in writing in an effort to obtain the Offeror's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Offeror as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

Any person or entity that performs or assists the Town of Lake Park with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and /or

Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPPA) OF 1996.

HIPPA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the Town of Lake Park any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Offeror and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- g. Making PHI available to the Town of Lake Park for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the Town of Lake Park for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The successful Offeror must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

35. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Town will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

36. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

37 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

38 SEVERABILITY

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

39 GOVERNING LAW AND VENUE

Any contract arising from this solicitation and all transactions contemplated by this agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

40. ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

41. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town of Lake Park complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this contract, successful Offeror agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The successful Offeror shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The successful Offeror further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and vendors in connection with this contract.

42. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with an Offeror, the Town may conduct a comprehensive criminal background check by accessing any Federal State, or local law enforcement database available. The contract employee or Offeror will be required to sign an authorization for the Town to access criminal background information. The costs for the background checks shall be borne by the Town.

43. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the successful Offeror.

44. MINIMUM WAGE REQUIREMENTS

The successful Offeror shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

45. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes.

If the Offeror believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Offeror must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The Town will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The Town's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the Town and the Town's

officers, employee, and agents against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

The selected Offeror(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.070 Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this RFQ.

46. CONFLICTS OF INTEREST

All Offerors must disclose within their Proposal the name of any officer, director, or agent who is also an employee of the Town of Lake Park. Further, all Offerors must disclose the name of any Town employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Offerors' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Offeror from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the Town.

47. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

48. OTHER GOVERNMENTAL AGENCIES

If an Offeror is successfully awarded a contract as a result of this Solicitation, the Offeror shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

49. COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be presented to the Town, and adhered to by the successful Offeror, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes or other causes beyond the control of the successful Offeror.

50. FAILURE TO DELIVER OR COMPLETE WORK

Should the successful Offeror fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Town reserves the authority to cancel the contract with the successful Offeror and secure the services of another vendor to purchase the items or complete the work.

If the Town exercises this authority, the Town shall be responsible for reimbursing the successful Offeror for work that was completed, and items delivered and accepted by the Town in accordance with the contract specifications. The Town may, at its option, demand payment from the successful Offeror, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the Town as a result of having to secure the services of another vendor.

51. CORRECTING DEFECTS

The successful Offeror shall be responsible for promptly correcting any deficiency, at no cost to the Town, within three (3) calendar days after the Town notifies the successful Offeror of such deficiency in writing. If the successful Offeror fails to correct the defect, the Town may (a) place the successful Offeror in default of its contract; and/or (b) procure the products or services from another source and charge the successful Offeror for any additional costs that are incurred by the Town for this work or items, either through a credit memorandum or through invoicing.

52. ACCIDENT PREVENTION AND SAFETY

Precautions shall be exercised at all times for the protection of persons and property. All successful Offerors performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and Town regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Offeror. Barricades or other safety devices shall be provided by the successful Offeror when work is performed in areas traversed by persons, or when deemed necessary by the Town.

53. OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Offeror from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

54. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The successful Offeror hereby acknowledges and agrees that all materials, except where requested, supplied by the successful Offeror in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Town by the successful Offeror are found to be defective or do not conform to specifications, (1) the materials may be returned to the successful Offeror at the Offeror's expense and the contract cancelled; or (2) the Town may require the successful Offeror to replace the materials at the successful Offeror's expense.

55. TAXES

The Town of Lake Park is exempt from Federal and State taxes for tangible personal property.

56. OFFEROR'S COSTS

The Town shall not be liable for any costs incurred by Offerors in responding to this RFQ.

57. FORCE MAJEURE

The Town and the successful Offeror are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including; fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.
- e. Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the successful Offeror shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

58. FISCAL FUNDING OUT

The Town's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Town.

59. RIGHTS OF THE TOWN

This RFQ constitutes an invitation for submission of Proposals to the Town. This RFQ does not obligate the Town to procure or contract for any of the scopes of services set forth in this RFQ. The Town reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- a. To prepare and issue addenda to the RFQ that may expand, restrict, or cancel any portion or all work described in the RFQ without obligation to commence a new procurement process or issue a modified or amended RFQ.
- b. To receive questions from potential Offerors and to provide such answers in writing as it deems appropriate.
- c. To waive any informalities, technicalities, or irregularities in the Proposals submitted.
- d. To reject any and all Proposal submissions.
- e. To change the date for receipt of Proposals or any deadlines and dates specified in the RFQ.
- f. To change the procurement and/or selection process prior to receipt of Proposals.
- g. To conduct investigations with respect to the information provided by each Offeror and to request additional information (either in writing or in presentations and interviews) to support such Offeror's responses and submittals.
- h. To visit facility construction area referenced in the Offeror's submittal at any time or times during the procurement process.
- i. To seek clarification of Proposals from the Offerors either in writing or in presentations and interviews.
- J. To cancel the RFQ with or without substitution of another RFQ.

PART III-SCOPE OF SERVICES

The Town is issuing a request for proposals for an Architectural Firm with Historic Preservation repair and rehabilitation experience.

The project scope includes performing a condition assessment and preparing a report, which provides recommended repair and replacement strategies as well as written specifications for each asset identified in the Scope of Work. Additionally, the proposal shall include field inspection services for resulting construction activities.

The following is a specific outline of the required professional services:

ARCHITECTURAL SERVICES SCOPE OF WORK:

Building Preservation and Compliance Improvements

This project is partially funded by a grant from the State of Florida, Department of State, Division of Historical Resources. Project funding is for the procurement of Architectural/Engineering services required to develop and produce 1005 Construction and Permit ready construction plans and specifications including elevations, for the restoration of the Lake Park Town Hall.

Tasks Deliverable associated with the grant are:

- Task 1:** Provide a copy of the professional architectural / engineering firms credentials and a project timeline (schedule) of the proposed work.
- Task 2:** Provide conceptual project drawings with elevations for review and approval
- Task 3:** Provide a copy of the 50% complete construction drawings for review and approval
- Task 4:** Provide a copy of the 100% complete construction drawings for review and approval

Scope of Work:

The Lake Park Town Hall is the operations center for the Town of Lake Park. The Town Hall building houses the Town's Administration services, the Town Clerk, the Community Development office, the Finance Department, the Events office and the Town's Commission Chambers. Additionally, the 3rd Floor includes the Mirror Ballroom, which is used for events ranging from official town meetings to wedding ceremonies.

Over the past several years the Town Hall has seen various historic preservation projects designed to repair and harden the exterior façade of this historic building. There are a few remaining building components that need to be preservation work. If awarded this grant opportunity, the Town will use the grant funds for design and construction to address those remaining building preservation needs.

Upon receipt of grant funding, the Town will look to develop design plans for the preservation construction projects. Upon completion of the final plans and specifications and Division approval, the Town will look to competitively solicit bid proposals, pursuant to the Town's purchasing policy, from contractors that have the qualifications and experience to meet the needs of this unique historic preservation project.

The Town's Public Works Department and their Capital Projects manager, in coordination with the Historical Preservation Architect, will work closely with the contractor to ensure the industry practices and standards are implemented and that the desired results are achieved.

The written specifications shall be used by the Town for soliciting project bids and as construction contract documents identifying the required project scope of work for each of the two building improvement project identified above.

Development

- ***Architectural Design:***

Design work to include a condition assessment of the structure and the development of architectural plans and specifications identifying the structural preservation improvements needed and building use assessment to determine the use improvements needed to provide the best use functionality for the Town and its residents.

Develop a set of architectural plans and specifications including work specific details for each of the proposed preservation and compliance work items.

- ***Exterior Hardening:***

- a. ***Exterior Door Replacement***

Replacement of two (2) existing exterior doors at the rear of the building. One door leads to the Commission Chambers room and the other to the Town's Public Information office

The doors are in disrepair, but were not included in previous preservation projects to do budget limitations.

Remove existing non-compliant doors and replace with new Impact Rated doors.

Doors to remain period correct.

Clean and reuse existing door hardware.

- b. ***Exterior Window Glass Replacement:***

Change the glass work in an existing architectural window feature to Impact Rated Glass. With the completion of this fix-glass window change out, all of the building windows will have been hardened to Impact Rated exterior glass.

- ***Exterior ADA Accessibility Compliance:***

Provide ADA Accessibility to rear entrance of Town Commission Chambers

Construct concrete sidewalks, landings and ramps to provide ADA access from public walks to the rear entry of the Town Hall Commission Chambers room. Currently the rear entrance does not accommodate ADA access.

Construction of ADA accessible sidewalks, landings and ramps for the rear entry of the Commission Chambers area. Currently the commission chambers rear access does not provide an accessible route in or out of the access point. This new concrete work will provide the required and necessary access route that will bring this building entry point into compliance with federal access regulations.

DOOR REPLACEMENT – Town Hall Rear Access:



*Double Door Entry at rear of Town Hall Commission Chambers
Doors to be replaced with similar door, Impact Rated with period correct aesthetics
Reuse existing hardware*



*Single Door Entry at rear of Town Hall into Public Information Office
Door to be replaced with similar door, Impact Rated with period correct aesthetics
Reuse existing hardware*

Exterior Window Glass Change-out:



The sections of radius arched windows (above the casement windows) are not impact rated. Building exterior hardening plan is to change these openings to achieve an impact rating.

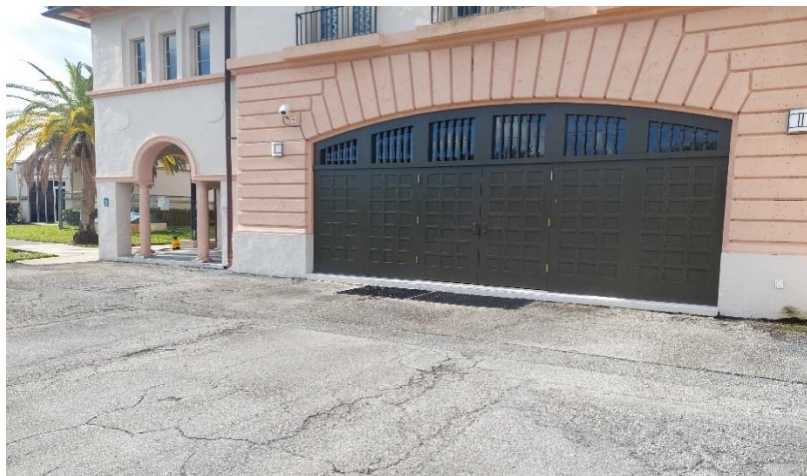


ADA SIDEWALK ACCESS COMPLIANCE:

Modify the ADA pathway and access to the Commission Chambers door area



Alcove area just at Commission Chambers door area



Rear parking area leading alcove at rear Commission Chambers entry

PART IV - AWARD PROCESS

The Town reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the Town. In general, the recommendation for award will be made to the Offeror who is fully responsive to all requirements as set forth in this solicitation, and who also offers the best value for performing the services.

60. REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to each of the submission requirements. A Proposal must first be deemed completely responsive to all of the submittal requirements. A responsive Proposal is one that follows the requirements, includes all documentation and completed forms, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

ITEMS TO BE INCLUDED IN THE RESPONSE PROPOSAL:

- A. Bid Form
- B. A narrative and general description of the submitter's Architectural experience with specific reference, examples of the firms Historic Preservation Restoration project experience.
Provide general description of projects of similar scope and size.
- C. A general performance time-line of the proposed work Tasks and the related time for execution and deliverables related to the Tasks. See pages 24 through 32 for description of tasks and scope of work.
- D. Location of submitting firms office
- E. Copies of the respondents License(s) and Insurance(s)
- F. Required Forms: Debarred Firms Affidavit
 Non-Collusion Affidavit
 Conflict of Interest Disclosure

61. RIGHTS TO ADDITIONAL INFORMATION

Any Offeror recommended for award may be required to provide to the Town:

Its most recent certified business financial statements as of a date not earlier than the end of the Offeror's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

62. CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the Town Manager or designee, and the Town Commission for approval, as appropriate. All Offerors will be notified in writing when the Town Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Offeror(s) whose Proposal(s) are deemed by the Town to be in the best interest of the Town. Notwithstanding the rights of protest listed herein, the Town's decision of whether to make the award and to which Offeror(s) shall be final.

Bid Form Documents

BF 1
BIDDER:

Firm Name _____
 Address _____

**PROJECT: Professional Architectural Design and Consulting Services
 For the
 “Building Preservation and Compliance Improvements to Lake Park Town Hall”**

RFQ #114-2025

DATE: _____

THIS BID IS SUBMITTED TO: Town of Lake Park
 Office of the Town Clerk
 535 Park Avenue
 Lake Park, Florida 33403

1. The undersigned Submitter proposes and agrees, if this Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Submitter accepts all of the terms and conditions of the Request for Proposals, including without limitation.. This Proposal will remain open for ninety (90) days after the day of Proposal opening. Submitter will sign and submit the Agreement with Bonds, if required, and other documents required by the RFQ requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this proposal the submitter represents, as more fully set forth in the Agreement, that:
4. Submitter has examined copies of the Request of Qualification Documents and the following addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

5. Submitter has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Submitter deems necessary.
6. Submitter has contacted local governments and agencies where the Work is to take place and determined all required permits, licenses and fees.
7. Submitter has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

8. Submitter has given OWNER written notice of all conflicts, errors or discrepancies, if any, that it has discovered in the Request of Qualification Documents and the written resolution thereof by Owner is acceptable to Submitter.
9. This Submitter is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Submitter has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Bid; Submitter has not solicited or induced any person, firm or corporation to refrain from bidding; and Submitter has not sought by collusion to obtain for itself any advantage over any other Submitter or over OWNER.
10. Submitter covenants that it is qualified to do business in the State of Florida.

Other Conditions:

Submitter understands that the OWNER reserves the right to reject any or all submittals in whole or in part, with or without cause, to waive any irregularities, variances, deviations, technical errors and informalities to the extent permitted by law or to accept the proposal which in its judgment best serves the public interest.

11. The following documents are attached to and made a condition of this RFQ proposal:

Request for Qualifications (RFQ) #114-2025 Documents
Including Bid Form documents

Other Conditions:

Submitter understands that the OWNER reserves the right to reject any or all submittals in whole or in part, with or without cause, to waive any irregularities, variances, deviations, technical errors and informalities to the extent permitted by law or to accept the Bid which in its judgment best serves the public interest.

Bids will be evaluated on the following basis:

BF 1	Completion of BID FORM	15 points
BF 2	Firm Qualifications & Experience Narrative	40 points
BF 4	Preliminary Architectural Design Schedule Time-line	15 points
BF 5	Submitters Office Location	15 points
BF 6	Required Forms	15 points
Total Score		100 points

If BIDDER is:

AN INDIVIDUAL

By (sign here): _____

(Print Individual's Name): _____

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

(Partnership Name)

By (sign here): _____

(Print General Partner's Name): _____

Business address: _____

Phone No. _____

A CORPORATION

(Corporation Name)

(State of Incorporation)

By (sign here): _____

(Print Name of Person Authorized to Sign): _____

Its:

(Print Title of Person Signing if other than the president or vice president, attach evidence of individual's authority to sign)

Business address: _____

Phone No. _____

A LIMITED LIABILITY COMPANY

 (LLC Name)

 By (Sign here)

 (Print Name of Person Signing):

Its:

 (If other than manager, attach evidence of individual's authority to sign)

 (Address)

Phone No. _____

A JOINT VENTURE

 (Joint Venture Name)

By (sign here):

 (Print Name of Person Signing):

 (Address)

Phone No. _____

By (sign here):

 (Print Name of Person Signing)

 (Address)

Phone No. _____

(Each joint venture member must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above as to that type of entity).

BF 2

FIRM QUALIFICATIONS & EXPERIENCE

Insert Qualification & Experience Narrative Here

BF 3

Preliminary Architectural Design Schedule Time-line

Insert Preliminary Schedule

BF 4

Submitters Office Location

Insert Narrative Related to Submitters Office Location

BF 5

Required Forms

This section intentionally left blank

DEBARRED FIRMS AFFIDAVIT

The undersigned hereby certifies that the firm of _____
has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that has been debarred for non-compliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other Federal Law.

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

- a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:
RFQ No.: _____ Title: _____
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.
Such Proposal is genuine and is not a collusive or sham Proposal.
- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____, as identification.

SEAL

Notary Signature _____

Notary Name: _____

Notary Public (State): _____

My Commission No.: _____

Expires on: _____

CONFLICT OF INTEREST DISCLOSURE FORM

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

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches. The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

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

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

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

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

Acknowledged by:

Firm Name

Signature

Name and title (Print or Type)



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: August 6, 2025

Originating Department: Town Manager /Community Development

Agenda Title: Town of Lake Park Marina P3 Project - Request to Amend the State of Florida Board of Trustees of the Internal Improvement Trust Fund (TIIF) Deed Restrictions

Agenda Category (i.e., Consent, New Business, etc.): New Business

Approved by Town Manager: _____ **Date:** _____

Cost of Item: N/A **Funding Source:** N/A

Account Number: N/A **Finance Signature:** Barbara A. Gould

Advertised:

Date: N/A **Newspaper:** _____

Attachments: Town of Lake Park Marina P3 Project –
Agenda Item – Modified TIIF Deed Restrictions – Governor & Cabinet
Meeting – September 16, 2025
Lake Park Marina Partial Modification – Master Plan
Lake Park Marina Partial Modification – Reference Map

Original Critical Path (pursuant to the Comprehensive Agreement Approved on August 2, 2023)

Please initial one:

_____Yes I have notified everyone

ND Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park Commission has requested that this item be added to the Commission's August 6, 2025 Regular Meeting Agenda to discuss the Marina P3 Project planned request to amend the State of Florida Board of Trustees of the Internal Improvement Trust Fund's (TIIF) Deed Restrictions with in the Town's Marina to support the proposed P3 Project with Forest Development.

Recommended Motion: N/A.

25-DSL-RB**STATE LANDS****Lake Park Marina Deed Partial Modification**

REQUEST: Consideration of a request from the Town of Lake Park for the Partial Modification of Deed Restrictions for Parcel A +/- 0.3143-acres and Parcel B +/- 0.04907-acres within Board of Trustees' Deed No. 22899 and Parcel C +/- 0.2434-acres within Deed No. 24018 for a combined +/- 0.6074-acres (collectively "Subject Property"), now owned by the Town of Lake Park.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Palm Beach

APPLICANT: Town of Lake Park

LOCATION: Section 21, Township 42 South, Range 43 East

CONSIDERATION: \$600,000 to be deposited into the Internal Improvement Trust Fund.

		APPRAISED BY
		Holden
<u>PARCEL</u>	<u>ACRES</u>	<u>(08/30/2024)</u>
Town of Lake Park	+/- 0.6074	\$600,000*

* Modification of Deed Restrictions and Reversion Rights

STAFF REMARKS:**Background**

On October 11, 1961, the Board of Trustees conveyed Parcel A and Parcel B of the Subject Property under Deed No. 22899 to the Town of Lake Park (Town). Subsequently, on June 23, 1965, the Board of Trustees conveyed Parcel C of the Subject Property under Deed No. 24018 to the Town. Both deeds contain land use restrictions as well as a reversion clause should those restrictions not be adhered to. Specifically, Deed No. 22899, containing Parcel A and Parcel B, restricts the use of the land for a public park and boat ramp and Deed No. 24018, containing Parcel C, restricts the use to public purposes.

Deed No. 22899

1. *That said premises shall be used for public park and boat ramp purposes only; and*
2. *That in the event said land is not used for public park and boat ramp purposes and for a period of Three (3) consecutive years shall not be maintained and used for said purposes, or in the event said land is used for other purposes, then the premises hereinabove described and conveyed shall revert to the Trustees of the Internal Improvement Fund of the State of Florida.*

Deed No. 24018

In the event the said Town of Lake Park shall (a) use said lands for other than public purposes, or (b) for a period of three consecutive years shall fail and neglect to maintain and use the same for said purposes, the interest herein granted shall automatically revert to and revest in the Trustees of the Internal Improvement Fund.

Since the original conveyances in 1961 and 1965, the Town of Lake Park has used the area as a local public marina in accordance with the existing restrictions.

Current Request

On August 2, 2023, the Town entered into a Comprehensive Agreement (Agreement) with Forest Development P3 LPM, LLC (Developer) for the purpose of providing terms, conditions, and obligations of both the Town and the Developer regarding the redevelopment of the Lake Park Harbor Marina (Marina). The footprint of the redevelopment area includes the Subject Parcels conveyed to the Town in Deed Nos. 22899 and 24018.

The redevelopment of the Marina, as proposed by the Town and Developer, is in the public interest as substantial improvements, including expansion, are planned. The proposal for Parcel A (POD D) includes a waterfront restaurant, retail and office space. Parcel B and Parcel C (collectively “POD B”) is proposed to include dry slips, and an open space rooftop/recreation area. All of which will increase waterfront access for the public. The larger-scale redevelopment plans not subject to BOT restrictions include a hotel, conference center/ event space, additional restaurants, retail spaces, and residential areas. These greater project plans along with the requested use of the Subject Property culminate in a marina with varied amenities which are currently unavailable to the public within the proposed project’s vicinity. These updates are also projected to benefit the local economy by making the Lake Park Harbor Marina a destination location.

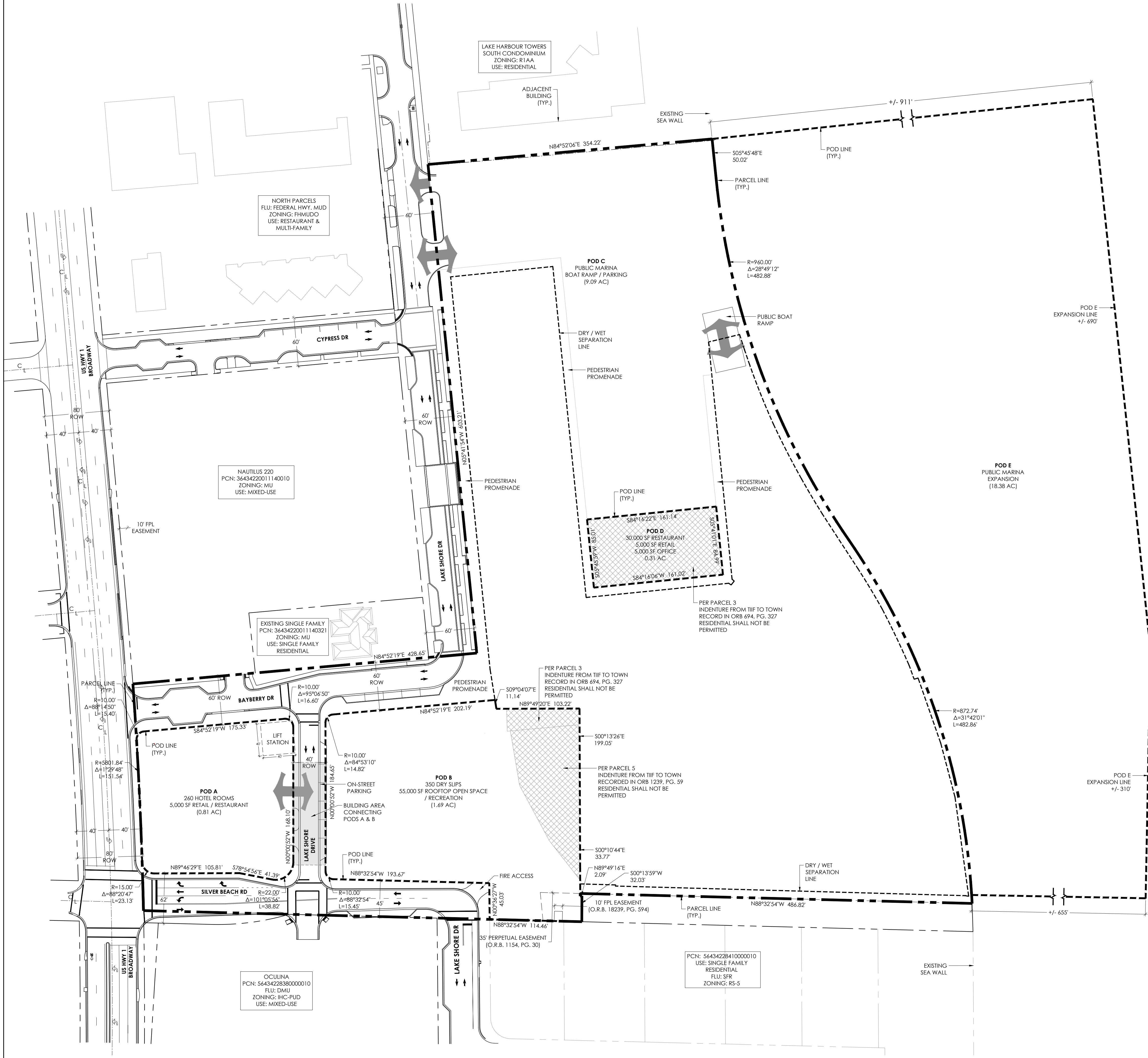
The deed restrictions as written preclude the redevelopment as proposed. The modification of deed restrictions in no way waives any regulatory requirements including but not limited to those of the Department, local, state, and federal government.

Comprehensive Plan

A local government comprehensive plan has been adopted for this area pursuant to section 163.3167, F.S. The individual site plan applications will be subject to the adherence of the Town’s Comprehensive Plan and Land Development Regulations.

(Attachment , Pages 1-)

RECOMMEND: APPROVAL



SITE DATA	
PROJECT NAME	LAKE PARK HARBOR MARINA PUD
ADDRESS	115 FEDERAL HIGHWAY; 102 LAKE SHORE DRIVE; 15 LAKE SHORE DRIVE; 103 LAKE SHORE DRIVE
PROPERTY CONTROL NUMBER	36434221000040010 / 36434220011140281 / 36434220011140160 / 36434220011140250 / 36434220011140260
ZONING	MIXED USE (MU); PUBLIC (P)
FUTURE LAND USE	FEDERAL HIGHWAY MIXED USE DISTRICT; PUBLIC BUILDINGS & GROUNDS
FUTURE LAND USE OVERLAY	FHMUDO FEDERAL HIGHWAY MIXED USE DISTRICT OVERLAY
APPROVED USE(S)	PUBLIC MARINA / BOAT RAMP / PARKING / RESTAURANT
TAZ	1764
SITE AREA (OVERALL PUD)	13.13 AC (571,938 SF)

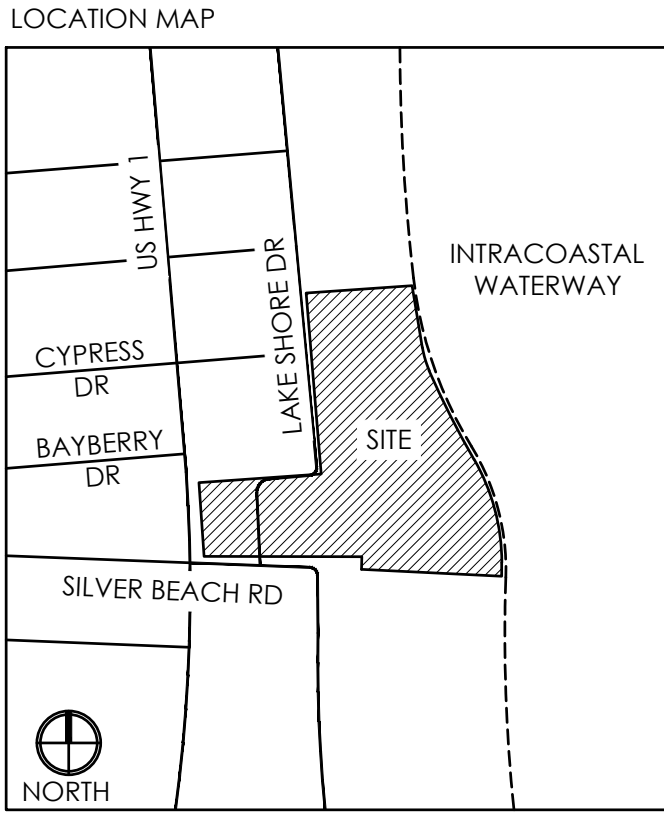
LAND USE ALLOCATION				
POD	PHASE	LAND USE	SF / DU	ACREAGE
A	2	HOTEL	260 HOTEL ROOMS 5,000 SF RETAIL / RESTAURANT	0.81
B	2	PUBLIC MARINA COMMERCIAL / BOAT STORAGE / OPEN SPACE RECREATION	350 DRY SLIPS 55,000 SF ROOFTOP OPEN SPACE / RECREATION	1.69
C	1	PUBLIC MARINA	PUBLIC MARINA BOAT RAMP / PARKING	9.09
D	3	RESTAURANT / RETAIL / OFFICE	30,000 SF RESTAURANT 5,000 SF RETAIL 5,000 SF OFFICE	0.31
E	4	PUBLIC MARINA (EXPANSION)	PUBLIC MARINA EXPANSION	18.38
-		PUBLIC ROAD ROW	BAYBERRY / LAKESHORE DR / SILVER BEACH RD	1.19

POD A PLANNED DEVELOPMENT REGULATIONS (PDR)					
	ZONING DISTRICT	STREETS	SETBACKS		
			FRONT	SIDE STREET	REAR
REQUIRED	MIXED-USE / FHMUDO	FEDERAL HWY / LAKE SHORE DR / SILVER BEACH RD / BAYBERRY DR	MIN. 10' MAX. 20'	MIN. 10' MAX. 20'	MIN. 5' MAX. 20'

POD B PLANNED DEVELOPMENT REGULATIONS (PDR)					
	ZONING DISTRICT	STREETS	SETBACKS		
			FRONT	SIDE STREET	REAR (EAST)
REQUIRED	MIXED-USE / FHMUDO	LAKE SHORE DR / SILVER BEACH RD / BAYBERRY DR	MIN. 10' MAX. 20'	MIN. 10' MAX. 20'	MIN. 0' MAX. 20'

POD C/D PLANNED DEVELOPMENT REGULATIONS (PDR)					
	ZONING DISTRICT	STREETS	SETBACKS		
			FRONT	SIDE	REAR
REQUIRED	P	N/A	0'	0'	0'

DEVELOPMENT TEAM	
OWNER	
TOWN OF LAKE PARK	
535 PARK AVE	
LAKE PARK, FL 33403	
P3 PARTNER	
FOREST DEVELOPMENT, LLC	
105 LAKE SHORE DR E60	
LAKE PARK, FL 33403	
OWNERS REPRESENTATIVE	
ZABIK & ASSOCIATES, INC.	
11398 OKEECHOBEE BLVD, SUITE 2	
ROYAL PALM BEACH, FL 33411	
561.791.2468	
ARCHITECTURE (POD A & B)	
ADACHE GROUP	
550 S FEDERAL HIGHWAY	
FORT LAUDERDALE, FL 33301	
954.525.8133	
ARCHITECTURE (POD C & D)	
SPINA OROURKE + PARTNERS	
285 BANYAN BLVD.	
WEST PALM BEACH, FL 33401	
561.684.6844	
PLANNER & LANDSCAPE ARCHITECT	
INSITE STUDIO, INC.	
3601 PGA BLVD SUITE 220	
PALM BEACH GARDENS, FL 33410	
561.249.0940	
CIVIL ENGINEER	
SIMMONS & WHITE, INC.	
2581 METROCENTRE BLVD, SUITE 3	
WEST PALM BEACH, FL 33407	
561.478.7848	
SURVEY	
CAULFIELD & WHEELER, INC.	
7900 GLADES ROAD, SUITE 100	
BOCA RATON, FL 33434	
561.392.1991	
MARINA DESIGNER	
BOLCHOZ MARINE ADVISORS, INC	
103 US-1 SUITE F5-171	
JUPITER, FL 33477	
561.315.3318	



insite studio

planning + landscape architecture

Item 8:
3601 PGA Blvd, Suite 220, Palm Beach Gardens, FL 33409
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License # LC26000606

Revisions:

06/10/2024 - RESUBMITTAL
07/02/2024 - RESUBMITTAL
09/27/2024 - RESUBMITTAL

LAKE PARK HARBOR MARINA PUD

Lake Park, Florida

NORTH

0

30'

60'

120'

SCALE: 1" = 60'-0"

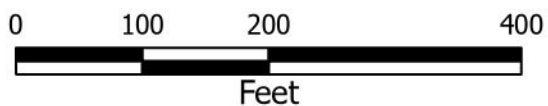
Drawn By: TAC
Drawing #: 1186
Date: 05/29/2024

Master Plan

SHEET # MP.1151



-  Parcel A
-  Parcel B
-  Parcel C
-  Deed 22899
-  Deed 24018



Partial Modification of Deed Restriction - Lake Park

Palm Beach County, Florida