



Lake Park Town Commission, Florida

Regular Commission Meeting

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

January 07, 2026

6:30 P.M.

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, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	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 contact 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 - December 17, 2025.
2. Resolution 01-01-26 – Agreement (First Renewal) – Sunset Celebration Beverage Service – Bonner Mobile Bar.
3. Resolution 02-01-26 – Agreement (1st Renewal) – Sunset Celebration Portable Restroom Service – Porta Potty To Go.
4. Resolution 03-01-26 – Establish Non-Exclusive Franchises & Fees - Compactor Collection Services.

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

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

NEW BUSINESS:

- [5.](#) Facility Rental Requests - Lake Park Society for the Advancement of Civic Engagement – 1st Mayoral Candidate Forum – Town Hall - Saturday, February 7, 2026 (10:00 AM to 12:00 PM).
- [6.](#) Facility Rental Requests - Lake Park Society for the Advancement of Civic Engagement – 2nd Mayoral Candidate Forum – Town Hall - Saturday, February 28, 2026 (1:00 PM to 3:00 PM).
- [7.](#) Discussion - Town Manager Annual Performance Evaluation.
- [8.](#) Presentation - Town of Lake Park Marina P3 Quarterly Report - Forest Development.
- [9.](#) Update, Discussion & Direction - Town of Lake Park Marina P3 Project.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on January 21, 2026.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2026 Regular Commission Meeting

Originating Department: Clerk

Agenda Title: Regular Commission Meeting Minutes - December 17, 2025

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

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

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

Advertised:

Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibits A-E, Comment Cards

Please initial one:

_____Yes I have notified everyone

LW Not applicable in this case

Recommended Motion:

I move to approve the minutes of the December 17, 2025 Regular Commission Meeting.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

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

Wednesday, December 17, 2025

Immediately Following the Special Called CRA 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

7:52 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 recited during the Special Call CRA Meeting.

APPROVAL OF AGENDA:

Motion to approve the agenda made by Commissioner Thomas, Seconded by Commissioner Linden.

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

Mayor Michaud asked for consensus to allow Captain Sanford to provide a verbal report.

SPECIAL PRESENTATION/REPORT:

1. Proclamation - Twiggs Academy

Mayor Michaud presented the owners of Twiggs Academy with a proclamation.

Dr. Pierre Michel thanked the Commission.

2. Discussion - 2026 State of Florida Legislative Session - Ms. Ellyn Bogdanoff - Becker & Poliakoff

Ms. Ellyn Bogdanoff gave a presentation to the Commission (see Exhibit A) and the Commissioners were provided with a pamphlet with a summary of the Legislative items that staff compiled (Exhibit B). The Commissioners asked questions about homestead; property taxes property insurance costs. Ms. Bogdanoff spoke about possible insurance rate reductions that may take place.

Captain Sanford reported on the district's special patrols during the holiday season. Mayor Michaud thanked Captain Sanford and the Deputies for the Shop with a Cop, which was a great event. Commissioner Thomas commended law enforcement in Town for keeping the community safe and comfortable.

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.

-Tim Sullivan spoke in favor of development on 10th Street and traffic safety including the Brightline train.

-Dianne Sophinos read into the record a public comment from Kelly Steele in support of the Town Manager (Exhibit C).

-Katia Zhestkova spoke about the Town Manager's performance evaluation and her hopes for the process.

-Michael Steinhauer provided comments via Exhibit D.

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.

Commissioner Thomas requested that items 7,8 and 9 be pulled. Commissioner Linden requested that items 4 and 10 be pulled from the Consent Agenda.

Motion to approve items 3, 5 and 6 from the Consent Agenda made by Vice Mayor Hensley, Seconded by Commissioner Thomas.

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

3. Regular Commission Meeting Minutes - November 19, 2025
5. Resolution 100-12-25 - Annual Pest Control Service - Town Facilities - Northwest Exterminating Co., LLC - \$23,580 (3-Year Agreement)
6. Resolution 101-12-25 – Agreement - Evergreen House Restoration Project - Professional Architectural Design and Consulting Services (RFQ #109-2025) - Baker Design Build – \$78,120

Items 4, 7, 8, 9 and 10 were pulled from the consent agenda for separate discussion:

4. Resolution 99-12-25 Purchase of 32' Dovetail Equipment Trailer – Right Trailers, Inc. – \$23,044.40

Commissioner Linden asked about the equipment that the trailer would be used for. Public Works Director Jaime Morales stated that the trailer is for a digger that the Town already possesses, but it can be used for multiple purposes if needed.

Motion to approve Resolution 99-12-25 made by Commissioner O'Rourke, seconded by Commissioner Thomas.

Voting Aye: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas and Commissioner O'Rourke.

Voting Nay: Commissioner Linden

7. Resolution 102-12-25 – Agreement - Kelsey Park Splash Pad. (RFQ #121-2025) - Professional Architectural Design and Consulting Services - Kimley-Horn and Associates, Inc. - \$123,125.65

Commissioner Thomas stated that she did not want this item on consent because she knew that it was an important topic to residents. Public Works Director Morales explained that this item is for the design of the splash pad. He stated that the grant funds in the amount of \$400,000.00 that are available need to be used or they will be lost. Commissioner Linden stated that he would like this item to be moved to next year due to unanticipated costs associated with upkeep and insurance and the Town's inability to fund the construction phase at this time. Public Works Director Morales stated that the design and underground infrastructure are already funded and the additional amenities can be added once additional funding is secured. Grants Writer/Chief Public Information Officer Merrell Angstreich explained the annual schedule for the Community Development Block Grant (CDBG) and that if the Town did not use the \$400,000.00 in available grant funds, it would be lost and the Town would not get another sizeable grant for several years. The Commission suggested installing a water feature as opposed to a splash pad in order to reduce upkeep and insurance and asked the Public Works Director to investigate the options. Commissioner Linden stated for the record that "we are making a big mistake if we don't have all of the answers."

Motion to approve Resolution 102-12-25 made by Commissioner O'Rourke, seconded by Commissioner Thomas.

Voting Aye: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas and Commissioner O'Rourke.

Voting Nay: Commissioner Linden

8. Resolution 103-12-25 – Agreement - 10th Street Road and Green Infrastructure (Stormwater) Improvements (RFQ #115-2025) - Professional Engineering & Design Services - Baxter & Woodman, Inc. - \$423,898

Commissioner Thomas asked for an update on where we are in the design phase. Public Works Director Morales stated that the funds are available for the design but not for construction.

Motion to approve Resolution 103-12-25 made by Vice Mayor Hensley, seconded by Commissioner Thomas.

Voting Aye All

9. Resolution 104-12-25 - Agreement - Lake Park Neighborhood Water and Sanitary Sewer Improvement Project (10th Street Property - Town Owned) - Seacoast Utility Authority (SUA)

Commissioner Thomas asked if this is a part of Seacoast Utilities master improvements that they are doing throughout Town. Community Development Director Nadia DiTommaso confirmed that to be correct. Commissioner Thomas stated for the record that Seacoast Utilities have been doing tremendous work to get projects completed.

Motion to approve Resolution 104-12-25 made by Commissioner O'Rourke, seconded by Vice Mayor Hensley.

Voting Aye; All.

10. Resolution 105-12-25 – Purchase Quick View Video Inspection Pole Camera – Environmental Products Group, Inc. – \$19,500

Commissioner Linden asked who would be responsible for operating this equipment and who will train them. Public Works Director Morales stated that the Stormwater Division will operate the equipment and they have already received training from the vendor.

Motion to approve Resolution 105-12-25 made by Commissioner O'Rourke, seconded by Vice Mayor Hensley.

Voting Aye; All.

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

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

NEW BUSINESS:

11. Resolution 106-12-25 - Agreement (Piggyback) - Copier & Multi-Function Devices - Canon USA, Inc.

Information Technology (IT) Director Paul McGuiness explained that devices in Town will be replaced and the number of copiers will be reduced resulting in a cost savings for the Town. Motion to approve Resolution 106-12-25 made by Vice Mayor Hensley, seconded by Commissioner O'Rourke.

Voting Aye: All.

12. Resolution 107-12-25 - Agreement (1st Renewal) - Financial, Purchasing, Human Resource, Utility Billing, Business Licensing, Code Compliance and Permitting Software Subscription and Support - Tyler Technologies, Inc.

Information Technology (IT) Director McGuiness explained that the contract with Tyler Technologies is being amended to remove unnecessary modules resulting in a cost savings for the Town.

Motion to approve Resolution 107-12-25 made by Commissioner O'Rourke, Seconded by Commissioner Linden.

Voting Aye; All.

13. Resolution 108-12-25 - Fiscal Year 2025/2026 Budget Adjustment - Re-Encumber Open Purchase Order Funding from the FY 2025 Budget

Finance Director Barbara Gould explained that this is a housekeeping item to bring a revenue and expenditure item forward from the previous budget.

Motion to approve Resolution 108-12-25 made by Vice Mayor Hensley, Seconded by Commissioner Linden.

Voting Aye; All.

14. Resolution 109-12-25 - Agreement - Right-of-Way Improvement & Maintenance
(Nautilus 220) - Forest Development, LLC

Community Development Director DiTommaso provided an explanation of the item (Exhibit E). Commissioner Thomas that this agreement may create confusion as to who owns the right of way area. Town Attorney Baird stated that there would be no question of ownership because the land is public land owned by the Town.

Motion to approve Resolution 109-12-25 made by Commissioner O'Rourke, Seconded by Commissioner Thomas.

Voting Aye; All.

15. Discussion - Town Manager Annual Performance Evaluation.

Motion to approve the annual performance evaluation tool using the enumerated score card method made by Commissioner O'Rourke, Seconded by Commissioner Thomas.

Commissioner Linden stated that these evaluations had previously been done in a public format and feels that this is unfair to the person being evaluated and requests that only the results of the evaluations be provided publicly. Mayor Michaud advised the Commission to bring any modifications they would like to suggest to the Town Manager so they can be compiled for discussion at the next meeting.

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

Voting Nay: Commissioner O'Rourke.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird provided an update on the local challenge to Senate Bill 180 and stated that there is a motion for a preliminary injunction pending and he has submitted a declaration of negative impact on behalf of the Town. Town Attorney Baird wished everyone happy holidays.

-Town Manager Reade thanked staff for the recent holiday event. He asked the Commission for consensus for a proclamation for an employee who has been with the Town for fifty years. The Commission agreed to the proclamation. Town Manager Reade also thanked staff for grants that were received for drainage improvements. He announced upcoming holiday Town closures and the Commission discussed and agreed to gifting employees with additional time off for the

holidays. Community Development Director DiTommaso provided an update on the Nautilus project and stated that they are close to issuing a certificate of occupancy. Town Manager Reade wished everyone happy holidays.

-Commissioner O'Rourke announced an achievement within his family.

-Commissioner Linden spoke in favor of the angel program.

-Vice Mayor Hensley wished everyone a merry Christmas and happy New Year.

-Commissioner Thomas stated that she will not be in favor of reducing Commission meetings to one per month. She wished staff the best over the holiday and the New Year.

-Mayor Michaud stated that staff has helped him grow over the years. He wished everyone a merry Christmas and happy New Year.

REQUEST FOR FUTURE AGENDA ITEMS: NONE

ADJOURNMENT:

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

Voting Aye; All.

Meeting adjourned 10:03 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on January 7, 2026.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Exhibit A

2026 Legislative Session Outlook

December 17th, 2025

Becker

Your State Lobbying Team



Ellyn S. Bogdanoff

Shareholder
Becker



Cody Rogers

Government Relations
Specialist
Becker

2026 Legislative Session Information

The Florida State Constitution requires the Florida Legislature to meet in Tallahassee for regular session for 60 days every year:

- The regular session begins on the first Tuesday after the first Monday in March for odd-numbered years, and on the second Tuesday after the first Monday in January for even-numbered years.
- “The seat of government shall be the City of Tallahassee, in Leon County, where the offices of the governor, lieutenant governor, cabinet members and the supreme court shall be maintained, and the sessions of the legislature shall be held...”
- January 13th, 2026 - Regular Session convenes
- March 13th, 2026 - Last day of Regular Session
- There are six interim committee weeks between now and the start of the 2025 Legislative Session

The Florida Legislature is constitutionally required to pass a balanced state budget, officially titled the General Appropriations Act, during the annual regular session.

- This is the only piece of legislation legislators are required to pass each year.

2026 Appropriation Projects

The Town is currently seeking funding for two appropriation projects this Session:

- Town of Lake Park – Traffic Safety Upgrade - \$800,000
 - Upgrading traffic safety in Lake Park by creating an Oval about at a well-traveled five-way intersection will reduce the number of vehicular crashes that occur in that area
 - 27 in the 10 years ending 1/1/25, 24 of which occurred in the last five of those years.
 - It will also create traffic-calming benefits by reducing travel speeds, increase mobility, and provide residents, local business owners, and visitors to Lake Park with an increased level of serving
- Town of Lake Park – Septic-to-Sewer Conversion - \$500,000
 - Partnership with PBC – Lake Worth Lagoon Initiative
 - Construction includes removal of existing septic systems and installation of lateral connections and other components to existing sewer system.
 - The project represents the final 42 parcels to complete a town-wide conversion of 4,374 total parcels

Recent State Appropriation Success

▪ 2017

- \$600,000 – Lakeshore Drainage – Sen. Powell

▪ 2019

- \$29,000 – Road Stripping Improvement Project - Sen. Powell & Rep. Jacquet

▪ 2022

- \$700,000 – Lake Shore Drive Drainage Improvements - Sen. Powell & Rep. Caruso

▪ 2023

- \$1,000,000 – Septic to Sewer Conversion Project – Sen. Powell & Rep. Edmonds

▪ 2024

- \$1,000,000 - Palm Beach Shores - Lake Worth Inlet/Singer Island Channel Dredging Project – Sen. Harrell & Rep. Caruso

\$3.3 Million!

Budget Outlook

- On September 12th, the Legislative Office of Economic and Demographic Research presented an updated Long-Range Financial Outlook to the Legislative Budget Commission.
 - The State of Florida's General Revenue Fund collections were slightly over the March 2025 estimates for Fiscal Year 2024-25; however, the August 2025 estimates generally retain the previous forecast due to expected short-term weakness in key economic variables.
 - Although actions taken by the Legislature in the 2025 Session improved the state's financial position, expenditure projections are expected to outpace available General Revenue beginning in Year 2 of the Outlook.
 - A minimum reserve equivalent to 3.9 percent of the revenue estimate is maintained in the General Revenue Fund for each year of the Outlook.
 - The Outlook does not account for any new or expanded programs.

Budget Outlook

(cont.)

- The forecasts assume the legislature will continue spending on the priorities of the recent years like:
 - Popular tax cuts and holidays
 - Investment in affordable housing
 - Increases for health care workers and providers
 - Florida's universal school voucher program
 - Medicaid growth and a shortfall in the employee health insurance program.
- The outlook also demonstrates the shift in Federal funding to State funding.
- The FY 24/25 Budget was \$117.4 billion post Vetoes.

Bill Watch

- **HB 217/SB 218 – Land Use Regulations – by Rep. Abbott & Sen. Gaetz**
 - Defines the term “impacted local government” for counties under specified federal disaster declarations and revises land use restrictions and enforcement processes in those disaster-impacted areas.
 - Defines “impacted local government” to include counties designated under certain federal disaster declarations for Hurricanes Debby, Helene, or Milton, as well as any municipality within those counties.
 - Substitutes the term “impacted local government” for “county or municipality” in existing provisions related to post-hurricane land use regulations.
 - Prohibits newly defined impacted local governments from imposing moratoria or more restrictive land use regulations on hurricane-damaged property until October 1, 2027, invalidating any such proposals retroactively.
 - Ensures residents or business owners in affected areas can bring civil actions against impacted local governments for noncompliance, with provisions governing attorney fees and damages.
 - Applies these changes retroactively to August 1, 2024. ; Effective Date: July 1, 2026
 - Status: Awaiting first committee hearing in both chambers

Bill Watch

- **HB 405/SB 526 – Commercial Construction Projects– by Rep. Griffitts Jr. & Sen. Grall**
 - Expand contractor protections for delays in public construction contracts and mandate uniform commercial building permit application processes statewide.
 - Void clauses in public construction contracts that limit contractor recovery of costs or time extensions for delays caused by the awarding body, including concurrent delays
 - Create a uniform commercial building permit application to be used statewide and prohibit local modifications, while allowing standardized trade-specific and supplemental forms
 - Require local enforcement agencies to allow simultaneous permitting reviews and permit additional documentation only as necessary to ensure code compliance
 - Define commercial construction projects and require local enforcement agencies to reduce or forfeit permit fees for such projects when private providers perform plan review or inspection services
 - Effective Date: July 1, 2026
 - Status: Second committee stop in the House; referenced in the Senate

Bill Watch

- SB 48 / HB 313 – Housing by Senator Gaetz & Representative Nix
 - Requires local governments to adopt accessory dwelling unit ordinances, allows landlords to accept reusable tenant screening reports, and expands affordable housing incentives and studies.
- HB 67 - Reduction of Annual Assessment Increases for Homestead Property by Rep. Holcomb
 - Reduce the maximum annual increase in the assessed value of homestead property from 3% to 1.5%.
- HB 71 - Distribution of Funds to Homestead Property Owners by Rep. Holcomb
 - Create a Homestead Property Tax Relief Program to provide annual \$1,000 payments to eligible homesteaders for a limited duration.
- HB 123 - Special Districts by Rep. Overdorf
 - Abolishes certain soil and water conservation districts, revises special district laws, and updates liability, annexation, purchasing, and performance review provisions.
- SB 208 / HB 399 - Land Use and Development Regulations by Senator McClain & Rep. Borrero
 - Revises land use rules to streamline approvals for infill residential developments and limit local design and fee restrictions.
- SB 248 / HB 247 - Public Records/Municipal Clerks and their Staff by Senator Rodriguez & Rep. Campbell
 - Protects personal information of municipal clerks and their staff by expanding public records exemptions.
- SB 270, SB 274, SB 276 – Senator Bernard’s Property Tax Reform Bills
 - Creates a total homestead property tax exemption for persons age sixty-five or older who meet certain residency and income requirements, excluding school district levies.
 - Proposes preventing the assessed value of homestead property from increasing after 20 years and grants an additional homestead tax exemption for those residing in their homestead for 30 years or more.
 - Expand homestead property tax benefits for Florida homeowners who have maintained ownership and residency for at least 20 or 30 years.

Bill Watch

- SB 302 - Nature-based Solutions for Improving Coastal Resilience by Senator Garcia
 - Create a framework requiring the adoption and study of nature-based solutions for improving coastal resilience.
- SB 322 – Construction by Senator McClain
 - Expands landlords' maintenance obligations to include certain cooling requirements, revises contractor definitions, and updates continuing education requirements for certificate holders and registrants.
- HB 323 - Parking on Public Property by Rep. Steele
 - Require local governments to refund or carry over unused parking fees on public property, restrict towing and citations for parked vehicles, and prohibit private entities from charging parking fees on such property.
- SB 426 / HB 347 - Adoption and Display of Flags by Governmental Entities by Senator Yarborough & Rep. Borrero
 - Prohibit governmental entities from displaying certain flags and void conflicting local regulations while imposing penalties for violations.
- SB 548 - Growth Management by Senator McClain
 - Define “plan-based methodology,” revise concurrency requirements, and modify impact fee regulations and procedures to limit certain local government rate increases and expand accountability measures.

Property Tax

- CATEGORICAL ELIMINATIONS

- HJR 201 by Rep. Steele eliminates non-school homestead property taxes.
- HJR 203 by Rep. Miller phases out non-school homestead property taxes over a ten-year period. Each year homeowners would receive an additional \$100,000 exemption. After ten years, all non-school homestead property taxes would be eliminated.
- HJR 205 by Rep. Porras exempts Florida residents over the age of 65 from paying non-school homestead property taxes

- ADDITIONAL EXEMPTIONS

- HJR 207 by Rep. Abbott creates a new homestead exemption for non-school property taxes equal to 25% of the assessed value of the house. In addition to providing relief to current homeowners, it would also benefit first-time homebuyers.
- HJR 209 by Rep. Busatta creates a new property insurance relief homestead tax exemption. Homestead property owners who have property insurance will be entitled to an additional \$100,000 exemption on non-school property taxes.

- REFORMS

- HJR 211 by Rep. Overdorf eliminates the cap on portability, allowing a homeowner to transfer their entire accumulated Save Our Homes benefit to their new home, even if that home has a lesser value.
- HJR 213 by Rep. Griffiths limits the growth in assessed value of non-school homestead property taxes to 3% over three years for homestead property (currently it is 3% per year) and 15% over three years for non-homestead property (currently it is 10% per year).
- HB 215 by Rep. Albert makes various statutory changes including requiring a 2/3 vote for any increase in the millage rate and allowing newly married couples to combine their accumulated Save Our Homes benefits The outlook also demonstrates the shift in Federal funding to State funding

MSTU Local Bill

- Overview of the Bill
 - The bill addresses the provision and funding of **fire protection, rescue, and emergency medical services (EMS)** when property in **unincorporated Palm Beach County** is **annexed** into a municipality after **January 1, 2026**.
- Key Policy Changes
 - Service Provision
 - The County's **Municipal Service Taxing Unit (MSTU)** remains the **fire, rescue, and EMS provider** for properties annexed after **January 1, 2026**.
 - This applies regardless of general law, special acts, municipal charters, or local ordinances.
 - A municipality may assume services **only through a written interlocal agreement** approved by both the County Commission and the annexing municipality.
 - Taxing and Boundaries
 - Upon annexation:
 - MSTU boundaries **contract to exclude** the annexed property.
 - The County **may not levy MSTU ad valorem taxes** on the annexed property.
- Financial Responsibility
 - The annexing municipality must **annually reimburse the County** an amount equal to the **ad valorem taxes and assessments** that would have been collected if the property remained in the MSTU.

THANK YOU!



TOWN OF LAKE PARK'S 2026 APPROPRIATIONS REQUESTS

Traffic Safety Upgrade (Ovalabout) \$800,000 (Construction)

The Town is requesting an appropriation to support a traffic safety upgrade project that will result in the creation of an ovalabout (similar to a roundabout, but oval) at a well-traveled five-way intersection. The ovalabout will enhance traffic flow and safety in order to reduce the number of vehicular crashes that occur in that specific area (27 in the past 10 years, 24 of which occurred in the last five years).

Septic-To-Sewer Conversion Project \$500,000 (First Phase Of Construction)

The Town, through the Palm Beach County Lake Worth Lagoon Initiative, is requesting an appropriation for the first phase of its Septic-To-Sewer Conversion Project, that will ultimately convert the final 42 properties (all commercial) in Lake Park from septic systems to a sanitary sewer system. The conversion will reduce the contaminants released into the Lake Worth Lagoon, which is of particular importance due to Lake Park's proximity to the Intracoastal Waterway/Lake Worth Lagoon, which forms the eastern border of the Town.

Town of Lake Park Commission

ROGER MICHAUD
MAYOR

MICHAEL HENSLEY
VICE MAYOR

JOHN LINDEN
COMMISSIONER

MICHAEL O'ROURKE
COMMISSIONER

JUDITH THOMAS
COMMISSIONER



**535 Park Avenue
Lake Park, FL 33403
(561) 881-3300**

www.lakeparkflorida.gov

www.linktr.ee/townoflakepark



TOWN OF LAKE PARK

**2026
State of Florida
Legislative
Appropriations,
Priorities &
Issues**

Property Tax and Homeowner's Insurance:

The Town of Lake Park SUPPORTS maintaining a stable property tax structure to ensure local governments can continue providing vital services residents and businesses depend on. Property taxes are the primary revenue source for funding essential municipal services such as police, fire protection, emergency response, infrastructure, and leisure services.

SB 180: The Town of Lake Park SUPPORTS language to clarify Sections 18 and 28 of Ch. 2025- 190, Laws of Florida, to limit applicability of this law to jurisdictions that experience measurable impacts from hurricanes, provide definitions for overbroad and vague terms, limit applicability of the preemptive language to storm-damaged properties, and clarify provisions relating to legal standing, pre-suit notice, and opportunity to cure.

Municipal Elections: The Town of Lake Park OPPOSES legislation that restricts voters' authority to set municipal election dates.

Community Redevelopment Agencies: The Town of Lake Park OPPOSES legislation that limits the authority or operation of Community Redevelopment Agencies (CRAs), which are essential tools for revitalizing neighborhoods and driving local economic growth.

Sovereign Immunity: The Town of Lake Park SUPPORTS maintaining reasonable limits on 'caps' on monetary damages recoverable in negligence claims against government entities.

South Florida Regional Transportation Authority Funding: The Town of Lake Park SUPPORTS continued state funding for the South Florida Regional Transportation Authority's Tri-Rail system to maintain reliable service for residents, students, workers, and visitors.

Municipal Service Taxing Unit (MSTU) The Town of Lake Park OPPOSES the municipal service tax unit local bill and requests that its consideration by the local legislative delegation be postponed until the 2027 legislative session in order to create a revised piece of local legislation that all stakeholders can support.

Housing: The Town of Lake Park SUPPORTS legislation that addresses Florida's urgent housing shortage while preserving the authority of local governments to manage growth consistent with each community's capacity to ensure public safety, resilience, and financial stability.

Public Records Exemption for Municipal Staff: The Town of Lake Park SUPPORTS legislation that provides a public records exemption for the personal information of municipal clerks, as well as investigative personnel and employees who perform municipal elections work.



Affordable Housing - The Town of Lake Park supports:

- Continued state investment in affordable and workforce housing programs that allow municipalities to tailor solutions to local needs.
- Preserving municipal authority over zoning, density, and land-use decisions to ensure developments align with existing infrastructure and community character.
- Allowing local impact fees and funding tools to support housing-related infrastructure and public services.

Home Rule - The Town of Lake Park supports:

- Opposing legislative preemption that limits local authority over land use, development standards, environmental protections, or local revenue tools.
- Ensuring municipalities retain the ability to adopt ordinances responsive to local conditions and community priorities.
- Meaningful consultation with local governments when legislation has fiscal or operational impacts on municipalities.

Environmental Protection & Resilience

The Town of Lake Park supports:

- Continued funding for the Lake Worth Lagoon Initiative and related water-quality improvement efforts that reduce nutrient pollution and improve estuarine health.
- Increased state investment in local stormwater, wastewater, and water-quality infrastructure projects that directly benefit the Lagoon.
- Flexibility for municipalities to prioritize environmental and resilience projects based on localized conditions and outfall impacts.

Item 1.



Exhibit C

F16220 <f16220@gmail.com>

Town of Lake Park – Commission Meeting

1 message

Kelly Steele <kellyjsteele@hotmail.com>

Wed, Dec 17, 2025 at 1:07 PM

To: Dianne Sophinos <di.sophinos@gmail.com>, Dianne Sophinos <f16220@gmail.com>

Town of Lake Park – Commission Meeting

Public Comment Submission

Submitted by: Kelly Steele

Date: December 17, 2025

Members of the Commission, town staff, and fellow residents of Lake Park—

Thank you for the opportunity to speak **tonight**. While I'm unable to be there in person, I am watching the meeting live and appreciate the chance to share my perspective.

Lake Park has been navigating a transition in management style **for almost a year now**, while also managing a very full agenda with significant redevelopment issues at the forefront. This is when steady, experienced leadership matters most.

Under the prior administration, many residents and staff experienced a top-down, pressure-driven environment marked by intimidation and bullying. That individual is no longer here, but the effects of that leadership style do not simply vanish. Some people are still operating under its influence, which is why a clear break and a true fresh start are so important.

That is why I strongly support our Town Manager, Richard Reade.

Richard brought to Lake Park **years of town management experience** and a skill set this community benefits from every day. We are fortunate that he chose to come here and invest his time, expertise, and leadership in our town. He understands municipal operations, complex redevelopment issues, and how to keep residents—not politics or pressure—at the center of decisions.

Just as important, Richard has backbone. He is not easily swayed. He is not here to give developers whatever they want. He cannot be persuaded away from doing what is right for the Town of Lake Park. His judgment is independent, his standards are clear, and his integrity is unquestionable. He leads with strong character and a serious work ethic. He is prepared. He is steady. He listens. He evaluates carefully. And he sets clear expectations for professionalism throughout Town Hall.

That means being honest about who we want working for and with the Town of Lake Park. We need sharp, forward-thinking, motivated individuals on our town staff—people who value transparency, accountability, and service to residents. And we need leadership that cannot be pressured or persuaded to compromise those values.

I also want to say this plainly: referring a matter to the State Inspector General without first having a direct conversation with Richard was the wrong approach. Professional concerns should begin with professional communication. Undermining leadership does not move Lake Park forward.

As we look toward 2026, I am optimistic about Lake Park's future.

Support Richard Reade.

Stand behind him.

Give him the authority to lead.

Allow him to do the job he was hired to do.

Lake Park needs steady leadership.

Lake Park has it in **Town Manager Richard Reade**.

Thank you.

12/17/25, 3:29 PM

Gmail - Town of Lake Park – Commission Meeting

Wishing you all a blessed Christmas and a Happy New Year.

Item 1.

— **Kelly Steele**

Kelly Steele
(561) 315-8152 c

2025 Year End Wishes for 2026

FOR THE PUBLIC RECORD December 17, 2025

Michael Steinhauer, 435 Greenbriar Dr., Lake Park. Pipestone1992@gmail.com 608-332-5547

Good evening. I speak as a private resident and on behalf of the Lake Park Society for the Advancement of Civic Engagement.

You better watch out, you better not cry.

You better not pout, I'm telling you why.

Resident advocacy and engagement are staying in town.

We've made a list and we've checked it twice; soon, we'll see who's naughty or nice.

These are not in any priority order. They are all critical in their own way.

#1 No waivers, at no time, for no projects - town wide.

#2 Establish consistency between town zoning codes, the Comprehensive Plan, and Low-Density Residential Development. And start the Lake Park Vision project right away.

#3 Work towards acceptance of the KH consultant's recommended option for 7 stories total height, all in.

#4 Pass a Developer Disclosure Ordinance with a recusal option.

#5 Support all efforts to build the capacity for a program of resident's contribution to public safety.

#6 Liberalize the 3-minute public comment practice to include direct dialogue between us.

#7 For the next fiscal year, pass an all-encompassing town neutral budget until we can put our fiscal house in order and live within our means.

#8 Relocate the Sunset Celebrations downtown. Establish monthly themed evenings, business doors open, bright lights, music stages at both ends of the street, wandering minstrels, face painting, vendors, information tables, and more.

#9 Terminate the P-3 contract for failure to meet both the needs of the town and its residents. Fear no legal action.

#10 We declare a vote of confidence for Town Manager Richard Reade. His idea for a Resident Academy demonstrates his values. Complete his performance evaluation immediately. It is an embarrassment on you that this has not been completed.

I have previously provided you with sample language options for a few of these items. Let's start 2026 off on the right foot and work together to achieve the destiny the town of Lake Park deserves and accomplish resolution of these items as a measure of our success. My friends, it's so easy to be nice; I fear the naughty path may result in termination of some of your seats.



Exhibit E

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 17, 2025

Originating Department: Community Development Department

Agenda Title: Resolution 109-12-25 Authorizing and Directing the Mayor to Sign a Right-Of-Way Improvement and Maintenance Agreement on Behalf of the Town of Lake Park with Forest Development LLC.

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

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

Cost of Item: Legal Review **Funding Source:** Nautilus Escrow

Account Number: 5286 **Finance Signature:** Barbara Gould

Advertised:

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

Attachments: Resolution, Maintenance Agreement, Exhibit A, Exhibit B, Exhibit C
(Included within Maintenance Agreement)

Please initial one:

_____Yes I have notified everyone

AV Not applicable in this case

Summary Explanation/Background:

The Community Development Department recommends approval of the right-of-way agreement with Forest Development LLC for the landscape and hardscape maintenance of the property known as Nautilus 220 and transferring maintenance responsibilities of the adjacent rights-of-way from the Town to the developer pursuant to Exhibit A. This item is a housekeeping item required prior to the issuance of the CO for the project.

The maintenance area would include the entirety of improvements on Cypress Drive, Lake Shore Drive, and new Bayberry Drive extension rights-of-way. This includes all landscaping, street trees, ground cover and sod; irrigation for all landscaping within the rights-of-way; storm-drain structures; concrete sidewalks, roadways, asphalt, concrete curbs, concrete pavers along sidewalks and crosswalks, and streetscape

furniture, including but not limited to, decorative street lighting, accent lighting, benches, bicycle racks, and trash receptacles.

By executing the agreement, the Town will not have any maintenance responsibilities for these rights-of-way in perpetuity.

The Right-of-Way Improvement and Maintenance Agreement has been prepared by the Town Planner, and reviewed by the Finance Director, Town Attorney, Public Works Director, Community Development Director, Town Manager, and signed by Forest Development LLC.

It is important to note that while the Town Attorney has reviewed the agreement and confirmed the Town is fully safeguarded in the event of default, the Town Manager did express concerns as it relates to the *cure* process provided in the agreement. Per the proposed agreement, in the event there is default that the property owner does not remedy, the Town can enforce using the *cure* procedures in the agreement and also utilize the Town's code compliance procedures to request an emergency hearing per the Statute, if warranted, in order to abate a potential nuisance and all assess costs back to the property in the form of an assessment lien (but the Town would need to have the funds available to do so and there would be a time delay). A bond was suggested by the Town Manager, but Forest Development's attorney explained that a perpetual bond where the amount is to be "determined and periodically updated by the Town", as suggested, is simply not feasible and cost prohibitive. With this being said, the Town Attorney is comfortable with the agreement as enclosed and therefore, Staff is recommending approval,

Recommended Motion:

I move to approve Resolution 109-12-25 Authorizing and Directing the Mayor to Sign a Right-Of-Way Improvement and Maintenance Agreement on Behalf of the Town of Lake Park with Forest Development LLC.

Meeting Date 12/17/25

Town

Item 1.

Cards must be submitted before the item is discussed!!

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

Name: Tim Sullivan
Address: 529 Forestville Pr

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):
10th Park

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.

Meeting Date 12/17/2025

Commission

Cards must be submitted before the item is discussed!!

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

Name: Dianne Stephens
Address: 530 Bayberry Drive

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):
on behalf of Mrs Kelly Steele

reading a letter about the town MGR
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.
Richard Reade



F16220 <f16220@gmail.com>

Town of Lake Park – Commission Meeting

1 message

Kelly Steele <kellyjsteele@hotmail.com>

Wed, Dec 17, 2025 at 1:07 PM

To: Dianne Sophinos <di.sophinos@gmail.com>, Dianne Sophinos <f16220@gmail.com>

Town of Lake Park – Commission Meeting

Public Comment Submission

Submitted by: Kelly Steele

Date: December 17, 2025

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12/17/25, 3:29 PM

Gmail - Town of Lake Park – Commission Meeting

Wishing you all a blessed Christmas and a Happy New Year.

Item 1.

— **Kelly Steele**

Kelly Steele
(561) 315-8152 c

Meeting Date 12/17/2025

Cards must be submitted before the item is discussed!!
***Three (3) minute limitation on all comments

Name: Katia Zhestkova
Address: 1018 7th 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:
Town Manager performance

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

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 12/17/25

Cards must be submitted before the item is discussed!!

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

Name: Michael Steinhauer
Address: 435 Greenbriar Lake PK

If you are interested in receiving Town information through Email, please provide your E-mail address: p.prestone1992@gmail.com

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

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

Resident wishes for 2026

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.

2025 Year End Wishes for 2026

FOR THE PUBLIC RECORD December 17, 2025

Michael Steinhauer, 435 Greenbriar Dr., Lake Park. Pipestone1992@gmail.com 608-332-5547

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Meeting Date 12/17/2025

Commission

Item 1.

Cards must be submitted before the item is discussed!!

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

Name: Amy Angelo
Address: ~~1900~~ 1301 10th St.

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:
10th & PARK KIMLEY HORN PRESENTATION

I would like to make comments on the following Non-Agenda Item(s):
10th & PARK KIMLEY HORN PRESENTATION

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.

#5
Left MTS

Meeting Date 12/17/25

Cards must be submitted before the item is discussed!!

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

Name: Constance Chabot
Address: 804 US Hwy 1 #10

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: Kimley Horne

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.

Left MTS

Meeting Date 12/17/25

Item 1.

Cards must be submitted before the item is discussed!!

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

Name: Natasha Quiza

Address: _____

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

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

Kirby Horne

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.

Left Mts.

Meeting Date 12/17/25

Cards must be submitted before the item is discussed!!

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

Name: Igor de Almeida

Address: _____

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

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

Kirby Horne

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.

Left Mts.

Meeting Date

December 17,
~~DEC 18TH~~ 2025

Cards must be submitted before the item is discussed!!
 ***Three (3) minute limitation on all comments

Name: ZECHARIAH CESARI
 Address: 914 PARK AVE

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

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

PRO EXTENSION PAB

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

YES

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.

left mts

Meeting Date

12/17/25

Cards must be submitted before the item is discussed!!
 ***Three (3) minute limitation on all comments

Name: PAT WELSA
 Address: 804 US #1 #10

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:

Kintly Hauer

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.

left mts



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2026
Originating Department: Special Events
Agenda Title: Resolution 01-01-26 – Agreement (First Renewal) – Sunset Celebration Beverage Service – Bonner Mobile Bar

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

Cost of Item: \$0 **Funding Source:** Recreation Vendor Fees
Account Number: 001-347.916 **Signature:** Barbara A. Gould

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

Attachments: Resolution, Renewal Agreement, Original Agreement

Please initial one:
 _____ X Yes, I have notified everyone.
 _____ Not applicable in this case

Summary Explanation/Background:

The Special Events Department recommends renewing the current agreement with Bonner Mobile Bar to provide beverage service for the Town's monthly Sunset Celebration events throughout 2026 at Kelsey Park. The current one-year agreement expires on January 14, 2026, and the proposed one-year renewal, if approved, would be through January 14, 2027, in the amount of \$600 (annual license fee) and 10% of the gross sales from each Sunset Celebration (reimbursement fee)].

If approved, the Town Commission will accept Bonner Mobile Bar's annual license fee and reimbursement fee including all terms, conditions, and pricing contained in the existing agreement. The proposed renewal will be for one year with one additional one-year renewal option remaining available to the Town. The Town will not expend more than the amount within

the approved budget as it may be adopted or amended each year for these goods and services over the term of the contract.

Note: Various documents related to the original competitive process RFP 120-2024 are available for review from the Town Clerk's Office, including but not limited to the solicitation notice, scoring matrix, proposal documents, and advertisement as required.

The proposed first renewal has been prepared by the Special Events Director and reviewed by the proposed vendor, Bonner Mobile Bar, the Finance Director and the Town Attorney.

The Town has previously worked with Bonner Mobile Bar and they have provided quality service for previous events (since 2016).

Recommendation:

I move to approve Resolution 01-01-26 and the First Renewal to the Sunset Celebration Beverage Service Agreement with Bonner Mobile Bar, effective from January 15, 2026 and authorize the Mayor to execute the proposed First Renewal.

RESOLUTION NO. 01-01-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST RENEWAL TO THE AGREEMENT WITH BONNER MOBILE BAR FOR THE PROVISION OF SUNSET CELEBRATION BEVERAGE SERVICE 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 powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, the Town of Lake Park, Florida ("Town") entered into a one-year agreement with Bonner Mobile Bar on January 15, 2025 to provide beverage service for the Town's monthly Sunset Celebration events throughout 2026; and

WHEREAS, the original agreement includes one optional one-year renewal term; and

WHEREAS, the Town finds it in its best interest to exercise the first one-year renewal option under the same terms and conditions with an annual cost for services paid to the Town shall be a \$600.00 annual license fee and 10% reimbursement fee of the gross sales from each Sunset Celebration; and

WHEREAS, the Contractor has agreed to continue providing the services as specified under the original agreement for an additional year commencing January 15, 2026; and

WHEREAS, the Town desires to formally approve the [first renewal] to the Agreement to ensure continuity of services, preserve contractual authority, and maintain compliance with procurement standards;

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 1st Renewal to the Agreement with Bonner Mobile Bar, attached hereto as Exhibit A.

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

FIRST RENEWAL AGREEMENT FOR THE PROVISION OF SUNSET CELEBRATION BEVERAGE SERVICE

THIS FIRST RENEWAL TO THE AGREEMENT (the “Agreement”) is made and entered into this 7th day of January, 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (“Town”), and Bonner Mobile Bar, 4400 Fairwinds Drive, Fort Pierce, FL 34946 (“Contractor”).

WITNESSETH THAT

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 contracts with private corporations for services; and

WHEREAS, on January 15, 2025, the Town entered into an agreement with Contractor to provide beverage service for the Town’s monthly Sunset Celebration (“Original Agreement”); and

WHEREAS, Section 4 of the Original Agreement provides the Town with the option to renew the Agreement for one additional year term; and

WHEREAS, the Original Agreement expires on January 14, 2026; and

WHEREAS, the Contractor has continued to perform all services without interruption and in good faith under the terms of the Original Agreement; and

WHEREAS, the Town desires to exercise the first one-year renewal option under the same terms, pricing, and conditions as set forth in the Original Agreement.

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each other, do hereby agree as follows:

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

Term Extension – The term of the Agreement is extended for one-year, effective from January 15, 2026 through January 14, 2027.

Compensation – The annual cost for services paid to the Town during this renewal term shall remain a \$600.00 annual license fee and 10% reimbursement fee of the gross sales from each Sunset Celebration, consistent with the terms of the Original Agreement.

Public Records Compliance – Contractor shall comply with Florida’s Public Records Law, Chapter 119, Florida Statutes, including all requirements applicable to contractors providing goods or services to a public agency.

No Further Modifications – All other terms and conditions of the Original Agreement not modified herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK

Bonner Mobile Bar

By: _____

By: Suzanne Gardner

Name: _____

Name: Suzanne Gardner

Title: _____

Title: Manager

Date: _____

Date: 12/19/2025

#7483878 v1 26508-00001

RESOLUTION 05-01-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUNSET CELEBRATION BEVERAGE SERVICE AGREEMENT WITH BONNER MOBILE BAR SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter “Town”) is a municipality and 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 to provide services; and

WHEREAS, the Town solicited proposals for the provision of beverage service for Sunset Celebration; and

WHEREAS, the Town complied with the requirements of its Code and Florida Statutes pertaining to the competitive bidding of products and commodities; and

WHEREAS, the Town staff recommends the award of the Agreement for Sunset Celebration Beverage Service to Bonner Mobile Bar Service.

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

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

Section 2. The Town Commission hereby authorized and directs the Mayor to execute the Agreement for Sunset Celebration Beverage Service between the Town of Lake Park, Florida and Bonner Mobile Bar Service, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.

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

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER MICHAEL HENSLEY	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>Not on Dias during vote</u>	
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 05-01-25 duly passed and adopted this 15 day of January, 2025

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
ROGER D. MICHAUD
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK
TOWN OF LAKE PARK
(TOWN SEAL)
SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY



**AGREEMENT FOR SUNSET CELEBRATION BEVERAGE SERVICE
BETWEEN THE TOWN OF LAKE PARK, FL
AND
BONNER MOBILE BAR SERVICE**

THIS AGREEMENT TO PROVIDE BEVERAGE SERVICES TO THE TOWN OF LAKE PARK ("Agreement") is made this 15 day of January, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town") and Bonner Mobile Bar Service ("Beverage Vendor"), 4400 Fairwinds Drive, Fort Pierce, FL 34946.

WITNESSETH THAT:

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

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

WHEREAS, the Town previously determined that there is a need for the provision of beverage service at the Town's monthly Sunset Celebration event; and

WHEREAS, the Town solicited via a Request for Proposal (No. 120-2024) from vendors to provide beverage service for the monthly Sunset Celebration events; and

WHEREAS, the Town received a proposal from the Beverage Vendor on to provide beverage service for its monthly Sunset Celebration events; and

WHEREAS, in its proposal, the Beverage Vendor represented that it is qualified, able and willing to satisfactorily provide the services solicited in the Town's Request for Proposals; and

WHEREAS, the Town determined that the Beverage Vendor's proposal was a responsible and responsive bidder and is qualified and able to provide the services solicited; and

WHEREAS, the Town and the Beverage Vendor proposes to enter into this Agreement, and the Town has budgeted funds in its current fiscal year budget, which are available for the funding of this Agreement;

NOW, THEREFORE, the Town and the Beverage Vendor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. RESPONSIBILITIES OF THE BEVERAGE VENDOR

- 1.1 The Beverage Vendor agrees to assume primary responsibility for beverage service at the Sunset Celebration events held on the last Friday of each month, including fiscal management coordinated with the Special Events Department and the Beverage Vendor's contracted employees.
- 1.2 The Beverage Vendor may arrive as early as 3:00 PM to set up.
- 1.3 The Beverage Vendor agrees to keep the roadway and sidewalk around the perimeter of the event sight clear at all times while loading/unloading.
- 1.4 The Beverage Vendor and staff will park his/her vehicle(s) in the designated Vendor Parking area.
- 1.5 The Beverage Vendor will have the bar service fully set up and open for business by 5:50 PM and remain open until the close of the event at 9:00 PM.
- 1.6 The Beverage Vendor shall be responsible for providing all equipment and supplies required to operate its space, including tables, chairs, tents, signage, presentation/display materials, extension cords, etc.
- 1.7 The Beverage Vendor agrees not to sell or display any items with obscene language and/or with any image that might be considered pornographic.
- 1.8 The Beverage Vendor assumes responsibility for having all applicable business tax certificates and any applicable licenses appropriated posted at its space during the event, and to collect any applicable sales tax for product sales.
- 1.9 The Beverage Vendor acknowledges to take full responsibility for its product and activities at the event and for those actions of any individuals assisting the Beverage Vendor.
- 1.10 The Beverage Vendor must provide an adequate amount of staff (age 21 and older).
- 1.11 The Beverage Vendor must provide varied beverage options to meet customer's need.
- 1.12 The Beverage Vendor and staff agree to refrain from smoking while handling beverages.
- 1.13 The Beverage Vendor agrees to keep all supplies and equipment within the assigned space.
- 1.14 The Beverage Vendor must clean space by removing all trash and personal items.
- 1.15 The Beverage Vendor must secure and maintain all licenses necessary to do business in Palm Beach County, Florida, the Town, and the state of Florida, and other operations

provided by the Beverage Vendor at Sunset Celebration. All licenses and permits are to be obtained at the Beverage Vendor's expense.

- 1.16 If for any unforeseen circumstances the Beverage Vendor must cancel its attendance at Sunset Celebration event, the vendor must notify the Town's Special Events Director no later than 12:00 PM on the day prior to the event. Notification of a cancellation is necessary in order for the event to be adjusted to accommodate the overall success of the event. The failure to notify the Town's Special Events Director shall be cause for termination of contract.

2. RESPONSIBILITIES OF TOWN STAFF

- 2.1 The Town staff shall provide space pre-designated based on Beverage Vendor requirements and work cooperatively with Beverage Vendor to facilitate successful Sunset Celebration events.
- 2.2 In the event it is necessary for the Town to cancel a scheduled event, the Town will contact the vendor by phone and/or email by 2:00 PM on the day of the event.

3. SUNSET CELEBRATION HOURS OF OPERATION:

- 3.1.1 Sunset Celebration (or any other event held in its place) will be held on the last Friday of every month, weather permitting, from 6:00 PM – 9:00 PM except during the months of November and December.
- 3.1.2 Sunset Celebration (or any other event held in its place) will be held at Kelsey Park (601 US Highway 1, Lake Park, Florida 33403).

4. TERM:

The initial term of this Agreement shall be for one year from the date of the execution of the Agreement by the parties. The Town shall have the option to extend the Agreement for one additional year term. If the Town elects to extend the term, it shall provide the Beverage Vendor 60 day's prior written notice of its intention to do so.

5. INDEMNIFICATION, INSURANCE AND LICENSE REQUIREMENTS:

- 5.1 The Beverage Vendor shall indemnify, defend and hold harmless the Town and its elected and appointed officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Beverage Vendor to comply with any of the requirements specified within the contract, or the failure of the Beverage Vendor to conform to statutes, ordinances, or other regulations

or requirements of any Beverage Vendor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Beverage Vendor, or any of its contractual staff, if applicable and as provided above, for which the Beverage Vendor's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.

5.2 Insurance: Prior to execution of the Agreement by the Town, the Beverage Vendor shall obtain insurance, which is acceptable to the Town with the following coverage and minimum limits of liability:

a. **WORKERS' COMPENSATION INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY limits are required to be not less than \$1,000,000.00 EACH ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.

b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.

c. **LIQUOR LEGAL LIABILITY** insurance with the minimum limits of \$1 million.

5.3 Prior to the execution of the Agreement by the Town, the Beverage Vendor shall obtain a Palm Beach County and Town BUSINESS TAX RECEIPTS.

6. MANAGEMENT COMPENSATION

The Beverage Vendor's direct earned revenue from the beverage service at Sunset Celebration is limited to direct sales of beverages.

7. LICENSE FEE AND REIMBURSEMENT FEE

The Beverage Vendor shall pay the Town an annual license fee of \$600.00 at the time of the contract signing.

The Beverage Vendor shall pay the Town 10 percent of gross sales from each Sunset Celebration. The reimbursement fee shall be paid to the Town within 10 days following each event.

8. TERMINATION

Either party may terminate the Agreement for convenience at any time by providing the other with 60 days advance written notice of its intention to do so.

9. NOTICES

All notices between the parties shall be in writing and be mailed by certified mail, return receipt requested or by hand delivered to the parties at the following addresses:

TO THE TOWN:
Town of Lake Park
Attention: Town Manager
535 Park Avenue
Lake Park, Florida 33403

TO BEVERAGE VENDOR:
Bonner Mobile Bar Service
4400 Fairwinds Drive
Fort Pierce, FL 34946

10. GOVERNING LAW/VENUE

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, of the United States District of Florida, West Palm Beach, Florida.

11. 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.

12. ASSIGNMENT

The Beverage Vendor shall not assign this Agreement without the express written consent of the Town.

13. SEVERABILITY

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

14. WAIVER

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be constructed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

15. 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 and contemporaneous agreement and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and the Beverage Vendor.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below

ATTEST:

By: Vivian Mendez
Vivian Mendez, Town Clerk

**TOWN OF LAKE PARK
SEAL
FLORIDA**

TOWN OF LAKE PARK

By: Roger Michaud
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 15 day of January 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.



Vivian Mendez
Notary Public, State of Florida

WITNESSES:

By: Ruth C. Duke
Rionite Franks
Printed Name

By: Sara Notgarnie
Sara Notgarnie
Printed Name

BONNER MOBILE BAR SERVICE

By: Suzanne Gardner
Suzanne Gardner
Printed Name
Manager
Title



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2026
Originating Department: Public Works
Agenda Title: Resolution 02-01-26 – Agreement (1st Renewal) – Sunset Celebration Portable Restroom Service – Porta Potty To Go

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

Cost of Item: \$4,848.00 per month **Funding Source:** General Fund
Account Number: [600-48046] **Finance Signature:** Barbara A. Gould

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

Attachments: Resolution, Renewal Agreement, Original Agreement

Please initial one:
 _____ Yes, I have notified everyone.
 _____ Not applicable in this case

Summary Explanation/Background:

The Special Events Department recommends renewing the current agreement with Porta Potty To Go to provide portable restroom service for the Town's monthly Sunset Celebration events at Kelsey Park. The current one-year agreement expires on February 4, 2026, and the proposed renewal will be through December 31, 2026 in the amount of \$4,848.00 per event.

If approved, the Town Commission will accept Porta Potty To Go's agreement including all terms, conditions, and pricing contained in the existing agreement. The proposed renewal will be for one year with one additional one-year renewal option remaining available to the Town. The Town will not expend more than the amount within the approved budget as it may be adopted or amended each year for these goods and services over the term of the contract.

Note: Various documents related to the original competitive process RFP 122-2024 issued on November 25, 2024 are available for review from the Town Clerk's Office, including but not limited to the solicitation notice, scoring matrix, proposal documents, and advertisement as required.

Funding for this service is available within the current FY 2025-2026 Budget and will be presented for consideration in the proposed FY 2026-2027 Budget.

The proposed first renewal has been prepared by the Special Events Director and reviewed by the proposed vendor, Porta Potty To Go, the Finance Director and the Town Attorney.

The Town has previously worked with Porta Potty To Go and they have provided quality service for previous events.

Recommendation:

I move to approve Resolution 02-01-26 and the First Renewal Agreement with Porta Potty To Go to provide Portable Restroom Services during the upcoming Sunset Celebrations, in the amount of \$4,848.00 per event; and authorize the Mayor to execute the proposed Renewal Agreement.

RESOLUTION NO. 02-01-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A 1st RENEWAL TO THE AGREEMENT WITH PORTA POTTY TO GO FOR THE PROVISION OF SUNSET CELEBRATION PORTABLE RESTROOM SERVICE; 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 powers as have been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts for goods and services necessary to maintain and improve public facilities, infrastructure, and operations; and

WHEREAS, the Town of Lake Park, Florida ("Town") entered into a [one-year] agreement with Porta Potty To Go on February 5, 2025 to provide portable restroom service for the Town's monthly Sunset Celebration events throughout 2026; and

WHEREAS, the original agreement includes 1 optional one-year renewal terms; and

WHEREAS, the Town finds it in its best interest to exercise the 1st one-year renewal option under the same terms and conditions with a monthly cost of \$4,848.00; and

WHEREAS, the Contractor has agreed to continue providing the services as specified under the original agreement for an additional year commencing February 5, 2026; and

WHEREAS, the Town desires to formally approve the 1st renewal to the Agreement to ensure continuity of services, preserve contractual authority, and maintain compliance with procurement standards;

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 1st Renewal to the Agreement with Porta Potty To Go, attached hereto as Exhibit A.

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

RENEWAL TO THE AGREEMENT FOR PORTABLE RESTROOMS

THIS FIRST RENEWAL TO THE AGREEMENT FOR PORTABLE RESTROOMS (the “Agreement”) is made and entered into this 7th day of January, 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (“Town”), and Porta Potty To Go, 1029 25th Court, West Palm Beach, FL 33407 (“Contractor”).

WITNESSETH THAT

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 contracts with private corporations for services; and

WHEREAS, on February 5, 2025, the Town entered into an agreement with Contractor to provide portable restroom service for a Town monthly event known as the Sunset Celebration (“Original Agreement”); and

WHEREAS, Section 4 of the Original Agreement provides the Town with the option to renew the Agreement for 1 additional one-year term; and

WHEREAS, the Original Agreement expires on February 4, 2026, and the renewal is continuous and;

WHEREAS, the Contractor has continued to perform all services without interruption and in good faith under the terms of the Original Agreement; and

WHEREAS, the Town desires to exercise the first one-year renewal option under the same terms, pricing, and conditions as set forth in the Original Agreement.

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

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

Term Extension – The Agreement is hereby renewed for a one year term, effective, February 5, 2026. The Term is hereby extended through February 4, 2027.

Compensation – The monthly cost for services during this term shall be \$4,848.00.

Public Records Compliance – Vendor shall comply with Florida’s Public Records Law, Chapter 119, Florida Statutes, including all requirements applicable to contractors providing goods or services to a public agency.

No Further Modifications – All other terms and conditions of the Original Agreement not modified herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last executed below.

TOWN OF LAKE PARK

Porta Potty To Go

By: _____

By: Barbara Chin

Name: _____

Name: Barbara Chin

Title: _____

Title: CFO

Date: _____

Date: 12-16-25

#7483949 v1 26508-00001



**AGREEMENT FOR SUNSET CELEBRATION PORTABLE RESTROOM SERVICE
BETWEEN THE TOWN OF LAKE PARK, FL
AND
PORTA POTTY TO GO**

THIS AGREEMENT TO PROVIDE PORTABLE RESTROOM SERVICES TO THE TOWN OF LAKE PARK ("Agreement") is made this 5 day of February, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town") and Porta Potty To Go ("Portable Restroom Vendor"), 1029 25th Court, West Palm Beach, FL 33407.

WITNESSETH THAT:

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

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

WHEREAS, the Town previously determined that there is a need for the provision of portable restroom service at the Town's monthly Sunset Celebration event; and

WHEREAS, the Town solicited via a Request for Proposal (No. 122-2024) from vendors to provide portable restroom service for the monthly Sunset Celebration events; and

WHEREAS, the Town received a proposal from the Portable Restroom Vendor to provide portable restroom service for its monthly Sunset Celebration events; and

WHEREAS, in its proposal, the Portable Restroom Vendor represented that it is qualified, able and willing to satisfactorily provide the services solicited in the Town's Request for Proposals; and

WHEREAS, the Town determined that the Portable Restroom Vendor's proposal was a responsible and responsive bidder and is qualified and able to provide the services solicited; and

WHEREAS, the Town and the Portable Restroom Vendor proposes to enter into this Agreement, and the Town has budgeted funds in its current fiscal year budget, which are available for the funding of this Agreement;

NOW, THEREFORE, the Town and the Portable Restroom Vendor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. RESPONSIBILITIES OF THE PORTABLE RESTROOM VENDOR

- 1.1 The Portable Restroom Vendor agrees to assume primary responsibility for the portable restrooms at the Sunset Celebration events held on the last Friday of each month (from January – September of 2025), including fiscal management coordinated with the Special Events Department and the Portable Restroom Vendor's contracted employees.
- 1.2 The Portable Restroom Vendor, will provide a 6 Station Deluxe Portable Restroom Trailer that includes the following:
 - Men's Room with 1 Stall, 1 Sink and 2 Urinals
 - Ladies Room with 3 Stalls, 1 Sink
 - Air Conditioning
 - 150 GL Fresh Water with Pump
 - 700 GL Waste Tank
 - Toilet Paper
 - Paper Towels
 - Hand Soap
 - Garbage Bin
 - Glass Mirror
- 1.3 The Portable Restroom Vendor, will provide an ADA Single Station Deluxe Portable Restroom Trailer that includes the following:
 - 1 Stall and 1 Sink
 - Air Conditioning
 - 150 GL Fresh Water with Pump
 - 350 GL Waste Tank
 - Toilet Paper
 - Paper Towels
 - Hand Soap
 - Garbage Bin
 - Glass Mirror
- 1.4 The Portable Restroom Vendor will provide an Electric Generator.
- 1.5 The Portable Restroom Vendor will provide any other equipment and supplies that are needed for the portable restroom trailers for each event.
- 1.6 The Portable Restroom Vendor will provide the delivery, set up and pick up of the portable restroom trailers.
- 1.7 The Portable Restroom Vendor may arrive as early as 10:00 AM on the day of the event to deliver and set up the portable restroom trailers.
- 1.8 The Portable Restroom Vendor will pick up the portable restrooms no later than 9:00 PM on the following day after the event.

- 1.9 The Portable Restroom Vendor agrees to keep the roadway and sidewalk around the perimeter of the event sight clear at all times while loading/unloading.
- 1.10 The Portable Restroom Vendor will have the portable restroom trailers fully set up and operational by 5:00 PM and remain open until the close of the event at 9:00 PM).
- 1.11 The Portable Restroom Vendor must secure and maintain all licenses necessary to do business in Palm Beach County, Florida, the Town, and the state of Florida, and other operations provided by the Portable Restroom Vendor at Sunset Celebration. All licenses and permits are to be obtained at the Portable Restroom Vendor's expense.
- 1.12 If for any unforeseen circumstances the Portable Restroom Vendor cannot provide the agreed upon portable restroom trailers for a Sunset Celebration event, the vendor must notify the Town's Special Events Director no later than 12:00 PM on the day prior to the event. Notification of a cancellation is necessary in order for the event to be adjusted to accommodate the overall success of the event. The failure to notify the Town's Special Events Director shall be cause for termination of contract.
- 1.13 The Portable Restroom Vendor is not entitled to any benefits provided by the Town to its employees, which include but are not limited to workers' compensation insurance, health insurance, unemployment compensation insurance, and pension plan coverage.

2. RESPONSIBILITIES OF TOWN STAFF

- 2.1 The Town staff shall provide space pre-designated based on Portable Restroom Vendor's requirements and work cooperatively with the Portable Restroom Vendor to facilitate successful Sunset Celebration events.
- 2.2 In the event it is necessary for the Town to cancel a scheduled event, the Town will contact the vendor by phone and/or email by 10:00 AM on the day of the event.
- 2.3 If the Town notifies the Portable Restroom Vendor of the event cancellation by 10:00 AM on the day of the event, the Town will not have to pay the monthly fee for that event.

3. SUNSET CELEBRATION HOURS OF OPERATION:

- 3.1.1 Sunset Celebration (or any other event held in its place) will be held on the last Friday of every month, weather permitting, from 6:00 PM – 9:00 PM except during the months of November and December.
- 3.1.2 Sunset Celebration (or any other event held in its place) will be held at Kelsey Park (601 US Highway 1, Lake Park, Florida 33403).

4. TERM:

The initial term of this Agreement shall be for one year from the date of the execution of the Agreement by the parties. The Town shall have the option to extend the Agreement for one additional year term. If the Town elects to extend the term, it shall provide the Portable Restroom Vendor 60 day's prior written notice of its intention to do so.

5. INDEMNIFICATION, INSURANCE AND LICENSE REQUIREMENTS:

- 5.1 The Portable Restroom Vendor shall indemnify, defend and hold harmless the Town and its elected and appointed officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Portable Restroom Vendor to comply with any of the requirements specified within the contract, or the failure of the Portable Restroom Vendor to conform to statutes, ordinances, or other regulations or requirements of any Portable Restroom Vendor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Portable Restroom Vendor, or any of its contractual staff, if applicable and as provided above, for which the Portable Restroom Vendor's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.
- 5.2 Insurance: Prior to execution of the Agreement by the Town, the Portable Restroom Vendor shall obtain insurance, which is acceptable to the Town with the following coverage and minimum limits of liability:
- a. **WORKERS' COMPENSATION INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY limits are required to be not less than \$1,000,000.00 EACH ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.
 - b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.
- 5.3 Prior to the execution of the Agreement by the Town, the Portable Restroom Vendor shall obtain a Palm Beach County and Town BUSINESS TAX RECEIPTS.

6. MONTHLY FEE

The Portable Restroom Vendor shall submit a monthly invoice to the Town for payment regarding the use of the portable restrooms provided for each Sunset Celebration. The total amount of each invoice shall not exceed 4,848.00 per month.

7. TERMINATION

Either party may terminate the Agreement for convenience at any time by providing the other with 60 days advance written notice of its intention to do so.

8. NOTICES

All notices between the parties shall be in writing and be mailed by certified mail, return receipt requested or by hand delivered to the parties at the following addresses:

TO THE TOWN:
Town of Lake Park
Attention: Town Manager
535 Park Avenue
Lake Park, Florida 33403

TO PORTABLE RESTROOM VENDOR:
Porta Potty To Go
1029 25th Court
West Palm Beach, FL 33407

9. GOVERNING LAW/VENUE

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, of the United States District of Florida, West Palm Beach, Florida.

10. 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.

11. ASSIGNMENT

The Portable Restroom Vendor shall not assign this Agreement without the express written consent of the Town.

12. SEVERABILITY

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

13. WAIVER

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be constructed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

14. 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 and contemporaneous agreement and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and the Portable Restroom Vendor.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below

ATTEST:

By: Vivian Mendez
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By: Roger Michaud
Roger Michaud, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 5 day of February 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.



Vivian Mendez
Notary Public, State of Florida

WITNESSES:

By: Rivante Franks
Rivante Franks
Printed Name

By: Sara Notgarnie
Sara Notgarnie
Printed Name

PORTA POTTY TO GO

By: Barbara Chinn
BARBARA CHINN
Printed Name

CFO
Title



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2026
Originating Department: Public Works
Agenda Title: Resolution 03-01-26 – Establish Non-Exclusive Franchises & Fees -
Compactor Collection Services

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

Cost of Item: Not applicable **Funding Source:** _____
Account Number: _____ **Finance Signature:** Barbara A. Gould

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

Attachments: Resolution 03-01-26 - Establish Non-Exclusive Franchises & Fees -
Compactor Collection Services

Please initial one:

_____ Yes, I have notified everyone.
 DB _____ Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified a need to establish a non-exclusive franchise program that would provide for minimum requirements for waste haulers seeking to provide compactor collection services within the Town as well as a non-exclusive franchise fee for services provided within the Town of Lake Park boundaries.

The proposed non-exclusive franchise program, if approved, would require interested haulers to submit an application within a designated timeframe and provide all required documentation to demonstrate compliance with the requirements of the program, which will be established by the Public Works Department Director. Each approved franchise would be valid for three (3) years with the option to renew for two (2) additional one (1) year terms, subject to continued compliance.

All franchised compactor collection haulers would be required to remit an annual franchise fee of \$2,500 plus quarterly compactor collection fees equal to 15% of net revenues generated from compactor collection services within the Town. The annual franchise fee would be required to be paid prior to commencing business activities within the Town and the quarterly collection fees would be due and payable on a quarterly schedule established by the Town.

This proposed program supports public health, safety and accountability by ensuring that haulers operating within the Town meet uniform requirements, while preserving competition and customer choice for commercial properties that depend on this service. Additionally, it would enable the Town to recover reasonable administrative oversight costs and generate revenue from haulers that have provided, and will continue to provide, this service within the community.

Recommendation:

I move to adopt Resolution 03-01-26 and establish Non-Exclusive Franchises & Fees for Compactor Collection Services within the Town of Lake Park.

RESOLUTION 03-01-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING AN APPLICATION PROCESS AND MINIMUM STANDARDS FOR AUTHORIZING NONEXCLUSIVE FRANCHISES FOR COMPACTOR COLLECTION SERVICES WITHIN THE TOWN, PROVIDING FOR FEES, REPORTING, COMPLIANCE, AND REVOCATION PROCEDURES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida, is a municipal corporation of the State of Florida and possesses home rule powers under the Florida Constitution and Chapter 166, Florida Statutes, including the authority to protect the public health, safety, and welfare and to manage the use of Town streets and public rights of way; and

WHEREAS, the Town Commission finds that compactor collection services conducted within the Town should be regulated through a nonexclusive franchise process to promote accountability, public safety, neighborhood compatibility, and service reliability; and

WHEREAS, the Town Commission desires to establish precise minimum requirements and an application process under which qualified providers may be authorized to offer compactor collection services within the Town, subject to compliance with Town requirements and applicable law,

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

SECTION 1. Findings, purpose, and authority.

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. This resolution is intended to establish a standardized process for reviewing and authorizing nonexclusive compactor collection franchises and to establish minimum operating standards applicable to franchisees while operating within the Town.
3. Nothing herein grants an exclusive right. The Town reserves the right to grant additional non-exclusive franchises, to provide service itself, or to modify its program by future Town Commission action, subject to applicable law and the terms of any executed franchise agreement.

SECTION 2. Definitions.

For purposes of this resolution, the following terms have the meanings set forth below.

1. **Compactor collection services** means the commercial collection and transportation of for solid waste from stationary compactor containers located at commercial or multifamily properties within the Town, using a compactor container and compatible hauling equipment.
2. **Disposal costs** means amounts paid by the franchisee to a lawful, permitted disposal facility, or the Solid Waste Authority of Palm Beach County, for disposal of solid waste collected within the Town, supported by disposal receipts or other documentation acceptable to the Town.
3. **Gross revenues** means all amounts billed by the franchisee for compactor collection services provided within the Town during the reporting period, excluding separately stated disposal costs and excluding amounts billed solely as a pass-through Town franchise fee, if the Town requires separate invoice disclosure.
4. **Net revenues** mean gross revenues less disposal costs, as defined above.
5. **Franchisee** means a firm, company, or corporation authorized by the Town Commission to provide compactor collection services within the Town pursuant to this resolution and an executed franchise agreement.

SECTION 3. Franchise required.

1. No person or entity shall engage in the business of providing compactor collection services within the Town, including using Town streets or public rights of way in connection with such services, without first applying for and receiving a nonexclusive franchise approved by the Town Commission.
2. The nonexclusive franchise required by this resolution is in addition to any business tax receipt and other licenses otherwise required by law.
3. No franchise granted under this resolution shall be deemed property of the holder. The franchise is a revocable authorization subject to compliance with this resolution, the executed franchise agreement, and applicable law.

SECTION 4. Minimum operating standards.

1. Each franchisee shall maintain an office in Palm Beach County, Florida, for receiving and processing complaints during regular business hours, and shall provide the Town copies of complaints upon request.
2. All containers used within the Town shall be clearly marked on both sides with the franchisee name, container number, tare weight, and cubic yard capacity, in letters and numerals at least two inches in height, and all equipment shall comply with applicable federal and state Department of Transportation requirements.

3. Franchisees shall perform services with as little disturbance as practicable, shall return containers to the exact location from which they were collected, and shall prevent spillage and promptly clean any spillage at no cost to the Town or customer.
4. Collection restrictions applicable under the Town code remain enforceable. For clarity, commercial collection east of the Florida East Coast Railway corridor **shall not occur before 7:00 a.m.**, as provided by Town ordinance.
5. Franchisees shall indemnify, defend, and hold harmless the Town, its officials, employees, and agents from claims and liabilities arising from the acts or omissions of the franchisee and its personnel in the performance of services within the Town, to the extent permitted by law.
6. Each franchisee shall obtain and maintain all licenses and permits required by law.
7. Subcontracting of collection operations is prohibited unless expressly authorized in writing by the Town Commission through the franchise agreement.

SECTION 5. Disposal.

All solid waste collected within the Town shall be disposed of only at facilities permitted by the Florida Department of Environmental Protection and, when applicable, at facilities required by the Solid Waste Authority of Palm Beach County. Improper disposal is grounds for revocation.

SECTION 6. Fees and reporting.

1. **Annual franchise fee.** Each franchisee shall pay an annual nonexclusive franchise fee of \$2,500.00, due on the next business day following Town Commission approval and annually thereafter on the same date during the term.
2. **Quarterly franchise fee.** Each franchisee shall pay the Town a quarterly compactor collection fee equal to fifteen percent (15%) of net revenues for services provided within the Town.
3. **Quarterly statement, customer list, and payment deadline.** Within 30 days after the last day of each calendar quarter, the franchisee shall deliver to the Finance Director, or designee, all of the following for the prior quarter:
 - a) A true and correct statement of gross revenues, disposal costs, and net revenues for Town accounts, certified and signed by an authorized representative of the franchisee.
 - b) Payment of the quarterly compactor collection fee.

- c) A list of all service locations within the Town, including customer name, service address, container quantity and size, collection frequency, and the rate charged.
- 4. **Audit rights.** The Town may audit franchisee records relating to Town accounts during regular business hours upon reasonable notice. Unpaid amounts accrue interest at 1.5% per month, and the franchisee is responsible for reasonable collection costs and attorneys' fees to the extent permitted by law.
- 5. **Business tax receipt condition.** Evidence of payment of all fees due under this resolution is required for renewal of any Town business tax receipt, as applicable.
- 6. **Invoice disclosure.** If the Town requires the franchise fee to be disclosed on customer invoices, the franchise agreement shall specify the required disclosure language to avoid customer confusion between a cost and a tax.

SECTION 7. Application and minimum qualifications.

- 1. Franchises may be granted only after an applicant files an application on forms approved by the Town Manager or designee and provides the minimum information required by the Town.
- 2. At a minimum, the applicant shall demonstrate:
 - a) At least three years of experience providing compactor collection and disposal services.
 - b) Authorization to conduct business in the State of Florida.
 - c) At least three references, business history, equipment inventory, and financial information sufficient for the Town evaluation.
- 3. The Town may request additional information reasonably necessary to determine compliance with this resolution.

SECTION 8. Insurance and workers' compensation.

- 1. Each franchisee shall maintain general liability and automobile liability insurance with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, naming the Town as an additional insured, and providing 30 days' written notice to the Town of cancellation or material change, to the extent available by endorsement.
- 2. Each franchisee shall maintain workers' compensation coverage as required by Florida law.

SECTION 9. Authorization to commence service.

A franchisee may commence service only after Town Commission approval, execution of the franchise agreement, payment of the annual franchise fee, and submission of all required insurance and other compliance documentation.

SECTION 10. Term and renewal.

1. The initial term of each nonexclusive franchise agreement shall be three years, commencing on the effective date stated in the franchise agreement following Town Commission approval.
2. The Town Commission may approve up to two one-year renewals upon a finding of satisfactory performance and full compliance with this resolution and the franchise agreement.

SECTION 11. Transfer.

A franchise may not be assigned or transferred without prior written approval by the Town Commission. Any successor entity must apply for transfer approval within 30 days after a sale or legal transfer and must provide updated insurance and financial responsibility documentation.

SECTION 12. Revocation and due process.

1. Grounds for revocation include, but are not limited to, violations of this resolution, failure to pay fees, failure to submit required reports, false statements, refusal of lawful inspection, improper disposal, repeated service complaints evidencing noncompliance, or violations of applicable law that endanger the public health, safety, or welfare.
2. Except in cases requiring immediate action to protect public health or safety, the Town shall provide written notice of the alleged violations, a reasonable opportunity to cure where cure is feasible, and notice of a public hearing before the Town Commission at which the franchisee may be heard and may present evidence.
3. Following the hearing, the Town Commission may revoke, suspend, or impose conditions on the franchise, based on competent substantial evidence in the record. It may direct enforcement in a manner consistent with the franchise agreement and applicable law.

SECTION 13. Effective date.

This resolution shall take effect immediately upon adoption.

SECTION 14. Severability.

If any section, sentence, clause, or provision of this resolution is held invalid, the remainder shall not be affected and shall remain in full force and effect.

SECTION 15. Conflicts.

All resolutions, or parts of resolutions, in conflict herewith are repealed to the extent of such conflict.

**Application to Provide Compactor Collection Services
in Incorporated Town Limits of Lake Park**

1. Application Date: _____
2. Applicant/Business Name: _____
3. Corporate Office Address: _____
4. Palm Beach County Physical Address:_____
5. Mailing Address: _____
6. Phone Number: _____
7. Officers/Principals: _____
8. Contact for Town Franchise: (Name)_____

(Authorized Agent) (Address)_____

(Phone)_____

9. Business History: List County in the State of Florida in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit, or license, and the dates of such operation for the last three years:

10. Other References: (include name, address, and phone number)

Reference 1:

Reference 2:

Reference 3:

11. Has the applicant ever had a government contract, franchise, permit, or license revoked or suspended?

_____No _____Yes If yes, explain where, when, and the reasons therefore:

12. Has the applicant been listed on the state convicted vendor's list within the past 36 months?

_____No _____Yes

13. REQUIRED ATTACHMENTS:

- A.) Good Standing. Attach proof of good standing with the State Division of Corporations. Also, attach proof or registration of any fictitious names used by applicant.
- B.) Attach applicant's last annual financial statement.
- C.) Attach applicant's financial operating statement for the prior quarter.
- D.) Attach business tax receipt from County/City of principal place of business.
- E.) Attach Initial Annual Franchisee Payment of \$2500.00 (see below, and attached Resolution for terms and conditions). This payment will be returned to any applicant that is found to be less than fully responsive to all requirements.

16. Equipment. List all trucks, containers, and other equipment to be used in the franchise operations.

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Terms and Conditions of Franchise:

1. All franchisees shall maintain an office where complaints can be received within the County.
2. All equipment utilized for commercial compactor collection services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the franchised hauler, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in

height. In addition, all vehicles utilized in the provision of services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of commercial vehicles. All drivers must be appropriately licensed.

3. The franchisee shall perform commercial compactor collection services with as little disturbance as possible and shall return any container to the same place from which it was collected. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way where the commercial compactor collection services occur. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter at no cost to the town or its customer.

4. The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of commercial compactor collection services within the Town.

5. The Town reserves unto itself the power to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchises, in its sole discretion, by ordinance duly enacted by it.

6. Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct commercial collection services.

7. The grant of a franchise does not relieve any corporation or company from complying with the requirements of F.S. Ch. 403, Department of Environmental Protection rules and regulations, OSHA rules and regulation, Department of Transportation rules and regulations, and all applicable federal, state and local laws.

8. The franchisee shall maintain, during the franchise term, general liability insurance and automobile liability insurance policies written in the franchisee's name which covers all exposures incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town's Risk Manager be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Public Works Director by franchisee prior to providing any franchise services.

9. Workers' compensation coverage must be maintained in accordance with statutory requirements.

10. Franchisee agrees to pay the annual \$2,500 franchise fee and quarterly collection fees in accordance with Resolution No. *****, and to abide by all additional terms and conditions found within the Resolution (attached hereto and incorporated herein as part of this application).

Note: If the applicant is fully responsive to all requirements of the application, a contract will be executed between the applicant and the Town to formalize the agreement. The terms and conditions of the contract will include all terms and conditions found within this application and within Resolution No. *****.

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I WILL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN CODE, INCLUDING THE ABOVE TERMS AND CONDITIONS. I UNDERSTAND THE REQUIREMENTS RELATING TO INSURANCE, BONDS, FRANCHISEE FEE PAYMENTS AND OCCUPATIONAL LICENSE.

APPLICANT: _____
(Business Name)

Date: ____/____/____

(Signature) _____

(Print Name) _____

(Title) _____

FOR PUBLIC WORKS USE ONLY:

Date Received: ____/____/____ _____ Initials

Certificate of Corporate Good Standing	_____ Yes	_____ No	_____
Financial Records	_____ Yes	_____ No	_____
Certificate of Insurance	_____ Yes	_____ No	_____
Sent to Risk ____/____/____; Risk Approved	_____ Yes	_____ No	_____
Business Tax Receipt	_____ Yes	_____ No	_____
Franchise Fee Paid	_____ Yes	_____ No	_____

APPROVED: _____, Public Works Director

FRANCHISE ISSUED: ____/____/____

FRANCHISE EXPIRES ____/____/____



Town of Lake Park Town Commission

Item 5.

Agenda Request Form

Meeting Date: January 7, 2026

Originating Department: Special Events

Agenda Title: Facility Rental Requests - Lake Park Society for the Advancement of Civic Engagement – 1st Mayoral Candidate Forum – Town Hall - Saturday, February 7, 2026 (10:00 AM to 12:00 PM)

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

Cost of Item: \$270.00 **Funding Source:** General Fund Revenues

Account Number: _____ **Finance Signature:** Barbara A. Gould

Advertised:

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

Attachments: Lake Park Society for the Advancement of Civic Engagement Mayoral Candidate Forum Facility Rental Documents

Please initial one:

X Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

On Friday, December 19, 2025, the Special Events Department received a Facility Rental Application from Michael Steinhauer, on behalf of the Lake Park Society for the Advancement of Civic Engagement. The organization is proposing a Mayoral Candidate Forum to be held in the Town Hall Mirror Ballroom on Saturday, February 7, 2026, from 10:00 AM – 12:00 PM. This will be the first of two forums scheduled ahead of the Town's mayoral election that will be held on Tuesday, March 10, 2026.

As a non-profit, the organization receives three (3) free facility rentals per year. However, they are still responsible for the refundable security deposit, staff fee and restroom cleaning fee.

At this time, the event organizers would like the Town to approve the following facility rental requests, which cannot be granted administratively:

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
<p align="center">Staff Fee</p> <p>One employee from the Public Works Department will be needed onsite during the event.</p>	<p>One employee at \$40.00 Per Hour for 3 Hours</p>	<p>\$120.00 (Direct Cost)</p>
<p align="center">Restroom Cleaning</p> <p>Additional restroom cleaning for the restrooms located in Town Hall.</p>	<p>\$150.00 (Flat Rate)</p>	<p>\$150.00 (Direct Cost)</p>
<p align="center">Refundable Security Deposit</p> <p>The Town requires a \$500.00 refundable security deposit fee for any special event held in the Mirror Ballroom. This will only become a direct cost if the Town has to use funds to cover any damages done to the rental facility during the event.</p>	<p>\$500.00 (Flat Rate)</p>	<p>\$500.00 (Indirect Cost)</p>
<p align="center"><u>TOTAL DIRECT COST REQUESTED: \$270.00</u></p>		

Item 5.

Recommended Motion:

The Town Commission is requested to provide consideration and direction on the proposed facility rental requests from the Lake Park Society for the Advancement for Civic Engagement for the 1st Mayoral Candidate Forum in Town Hall on Saturday, February 7, 2026 (10:00 AM to 12:00 PM).

Lake Park Society for the Advancement of Civic Engagement

(A Nonprofit 501(c) (3) Organization)

Contact: Michael Steinhauer EMAIL: pipestone1992@gmail.com PH: 608-332-5547

Commission Meeting January 7, 2026 New Business Testimony via Special Events

Requesting waiver of fees to host (2) “2026 Lake Park Mayoral Candidate Forums” in the Mirrored Ballroom: February 7, 2026 10am and February 28, 2026 1pm. 90 minutes

Attention: Lake Park Commission Members. Request justification of waiving all or partial fee requirements. The Society seeks to conduct these forums to:

- 1) Enhance and expand the voter turn-out for Lake Park elections. Historically the number of votes cast has been poor every year regardless of election cycles year by year. Residents are not always well informed of election dates, candidate positions, and voting processes.
 - 2) Familiarize residents with each candidate’s background and positions in a face-to-face event.
 - 3) Provide residents with ample opportunity to ask their own questions. Candidates may also respond to a pre-determined number of questions posed by the Society Steering Committee on Elections and provided to the candidates prior to each meeting.
 - 4) Partner with the town and its role to promote and encourage a large turn-out of voters. That role suggests acknowledgement of the importance of civic engagement which includes voting, and a willingness to work with any candidate successful in their election pursuit.
- The Society is deeply engaged in planning the forum, exercising a **strict** position of non-partisan conduct. Each candidate opening and closing statement, and every question posed will result in a random selection process of who shall speak first, second, and third.
 - The Society will provide public education and awareness of the dates and times being offered, and to inform participants of the elements of each session.
 - The Society will require adherence to the Lake Park Ordinance on Civility and Decorum. We will work with PBSO to assure a police presence as an added layer of response if needed.
 - The Society intends to video both meetings so people with disabilities, the elderly, and those with scheduling conflict can access the information provided.

We sincerely appreciate consideration of your sensitivity in considering our request.
Thank you!



FACILITY RENTAL INVOICE

NAME: Lake Park Society for the Advancement of Civic Engagement c/o Michael Steinhauer
ADDRESS: 435 Greenbriar Drive
 Lake Park, FL 33403
PHONE: 608-332-5547
EVENT DATE: Saturday, February 7, 2026
EVENT TIME: 10:00 AM TO 12:00 PM
SET-UP TIME: 9:30 AM TO 10:00 AM
BREAK DOWN TIME: 12:00 PM TO 12:30 PM
EVENT TYPE: Mayoral Candidate Forum
LOCATION: Mirror Ballroom
of PEOPLE: 100

EVENT DETAILS		
CODE	COST BREAKDOWN	TOTAL
→	SECURITY DEPOSIT <i>(non-taxable, DUE IN FULL AT INCEPTION & REFUNDABLE)</i>	
DEPPV	Park Pavilions/Gazebos	
DEPMB	Mirror Ballroom	\$500.00
DEPPK	Kelsey Park Rental East/West	
→	RENTAL FEES <i>(7% Sales Tax applied)</i>	
RFRNT	Resident Fee \$ <input type="text"/> hrly x <input type="text"/> hrs	\$0.00
RFRNT	Non-Resident Fee \$ <input type="text"/> hrly x <input type="text"/> hrs	\$0.00
RFRNT	Flat Rate Rental Fee	
RFRNT	Flat Rate Cleaning Fee	\$150.00
RFRNT	Restroom Attendant Fee \$ 25 hrly x <input type="text"/> hrs	\$0.00
RFTAX	Sales Tax 6.5% <i>(collected first on balance payment)</i>	TAX EXEMPT
RSCUR	Personnel Fee \$ 40 hrly x <input type="text"/> 3 hrs <i>(NON-taxable)</i>	\$120.00
	TOTAL RENTAL FEES:	\$270.00
FACRENT	COMBINED TOTAL: <i>(security deposit + rental fees)</i> <div> <div>PARK PAV/GAZ</div> <div>BALLROOM</div> <div>KELSEY PARK</div> </div>	<div>\$770.00</div>

PAYMENT DETAILS		
first PAYMENT DATE:	INSTALLMENT DATE:	BALANCES & DUE DATE:
		YOUR FINAL PAYMENT IS DUE:
\$0.00		1/23/26
\$500.00		
\$0.00		
For internal accounting purposes		
		\$0.00
		\$0.00
		\$0.00
		\$150.00
		\$0.00
TAX EXEMPT	TAX EXEMPT	TAX EXEMPT
		\$120.00
\$0.00		
PAID TODAY:	PAID TODAY:	FINAL PAYMENT DUE:
\$500.00	\$0.00	\$270.00

NOTES: Your final balance is due 14 days before the event. If paying online, your invoice/reference # is:

THANK YOU AND ENJOY YOUR EVENT!



Town of Lake Park Facility Rental Application

Date of Event: Saturday, February 7, 2026

Time of Event: 10:00 AM to 12:00 PM

Set-up Time: 9:30 AM to 10:00 AM

Breakdown Time: 12:30 AM to 12:30 PM

Rental Facility

Town Hall: ☒ Mirror Ballroom

W. Ilex Park: ☐ Picnic Pavilion

Kelsey Park (West): ☐ Entire Park (Requires Special Events Permit) ☐ Gazebo

Kelsey Park (East): ☐ Entire Park (Requires Special Events Permit) ☐ Indoor Pavilion

Kelsey Park (East): ☐ Picnic Pavilions (North, South, Playground)

Purpose of Rental:

Election Candidate Forum

Requests: ☐ Alcoholic Beverages ☐ Bounce House
☐ Special Events Permit Required

Contact Information:

Name: Michael Steinhauer

Organization: Lake Park Society For The Advancement

Address: OF Civic Engagement (UPSPACE)
435 Corenbriar Drive, Lake Park

Home: () - Cell: (888) 332 - 5547

Work: () - E-mail: pipestone1992@gmail.com

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE
FACILITY RENTAL POLICY AGREEMENT.

Renter: ☒ [Signature] Date 12/19/25

Lake Park Staff: ☒ [Signature] Date 12/19/25



Facility Usage Agreement

This agreement, made the 19th day of December, 2025, and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and Michael Steinhauer (Renter).

Premises: Town leases to Renter and Renter leases from Town the Mirror Ball room (Facility Name)

Term: The hours of rental are from 9:30 AM until 12:30 AM on February 7, 2026 (Day/Date).

Security Deposit: Event organizer shall deposit with Town the sum of \$500.00 as security for the full and faithful performance by event organizer of all of event organizers obligations hereunder. The deposit shall be made at the time the reservation for the premise is made with Town. No interest shall be paid upon the security deposit nor shall Town be required to maintain said deposit in a segregated account. The security deposit shall not be considered prepaid rent. In the event that the event organizer shall default in the full and faithful performance of any of the terms hereof, then Town may, without notice, either retain the security deposit as liquidated damages, or Town may retain the same and apply it toward actual damages sustained by Town by reason of the default of the event organizer. If the event organizer fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to the event organizer within one month of the event.

Rental Rate: Event Organizer shall pay Town the rental sum of \$2700.00, fourteen (14) business days prior to the event. Any payment made to the Town after the 14 days must be paid in cash only.

Leases and Assignments: Event Organizer shall not have the right to assign this agreement to any other person or entity.

Rules and Regulations: The rules and regulations included hereto shall be incorporated into and made a part of this agreement.

Indemnification: Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

General Provisions:

Captions: The captions or titles to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this agreement or of any parts thereof.

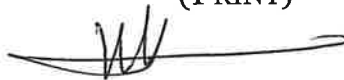
Joint and Several Obligations: If event organizer consists of more than one person or entity, the obligation of all such persons is joint and several.

Situs: The agreement shall be constructed and interpreted according to the laws of the State of Florida.


In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

EVENT ORGANIZER: Michael Steinhauer
(PRINT)


(SIGNATURE)

DATE: 12, 19, 25

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-28-2024

Employer Identification Number:
99-3225157

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

LAKE PARK SOCIETY FOR THE
ADVANCEMENT OF CIVIC ENGAGEMENT
429 GREENBRIAR DR
WEST PALM BCH, FL 33403

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3225157. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.



Town of Lake Park Town Commission

Item 6.

Agenda Request Form

Meeting Date: January 7, 2026

Originating Department: Special Events

Agenda Title: Facility Rental Requests - Lake Park Society for the Advancement of Civic Engagement – 2nd Mayoral Candidate Forum – Town Hall - Saturday, February 28, 2026 (1:00 PM to 3:00 PM)

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

Cost of Item: \$270.00 **Funding Source:** General Fund Revenues

Account Number: _____ **Finance Signature:** Barbara A. Gould

Advertised:

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

Attachments: Lake Park Society for the Advancement of Civic Engagement 2nd Mayoral Candidate Forum Facility Rental Documents

Please initial one:

X Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

On Friday, December 19, 2025, the Special Events Department received a Facility Rental Application from Michael Steinhauer, on behalf of the Lake Park Society for the Advancement of Civic Engagement. The organization is proposing a Mayoral Candidate Forum to be held in the Town Hall Mirror Ballroom on Saturday, February 28, 2026, from 1:00 PM – 3:00 PM. This will be the second forum scheduled ahead of the Town’s mayoral election that will be held on Tuesday, March 10, 2026.

As a non-profit, the organization receives three (3) free facility rentals per year. However, they are still responsible for the refundable security deposit, staff fee and restroom cleaning fee.

At this time, the event organizers would like the Town to approve the following facility rental requests, which cannot be granted administratively:

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
Staff Fee One (1) employee from the Public Works Department will be needed onsite during the event.	One employee at \$40.00 Per Hour for 3 Hours	\$120.00 (Direct Cost)

<p style="text-align: center;">Restroom Cleaning</p> <p>Additional restroom cleaning for the restrooms located in Town Hall.</p>	<p style="text-align: center;">\$150.00 (Flat Rate)</p>	<p style="text-align: center;">\$150.00 (Direct Co</p>
<p style="text-align: center;">Refundable Security Deposit</p> <p>The Town requires a \$500.00 refundable security deposit fee for any special event held in the Mirror Ballroom. This will only become a direct cost if the Town has to use funds to cover any damages done to the rental facility during the event.</p>	<p style="text-align: center;">\$500.00 (Flat Rate)</p>	<p style="text-align: center;">\$500.00 (Indirect Cost)</p>
<p style="text-align: center;"><u>TOTAL DIRECT COST REQUESTED: \$270.00</u></p>		

Item 6.

Recommended Motion:

The Town Commission is requested to provide consideration and direction on the proposed facility rental requests from the Lake Park Society for the Advancement for Civic Engagement for a 2nd Mayoral Candidate Forum in Town Hall on Saturday, February 28, 2026 (1:00 PM to 3:00 PM).

Lake Park Society for the Advancement of Civic Engagement

(A Nonprofit 501(c) (3) Organization)

Contact: Michael Steinhauer EMAIL: pipestone1992@gmail.com PH: 608-332-5547

Commission Meeting January 7, 2026 New Business Testimony via Special Events

Requesting waiver of fees to host (2) “2026 Lake Park Mayoral Candidate Forums” in the Mirrored Ballroom: February 7, 2026 10am and February 28, 2026 1pm. 90 minutes

Attention: Lake Park Commission Members. Request justification of waiving all or partial fee requirements. The Society seeks to conduct these forums to:

- 1) Enhance and expand the voter turn-out for Lake Park elections. Historically the number of votes cast has been poor every year regardless of election cycles year by year. Residents are not always well informed of election dates, candidate positions, and voting processes.
 - 2) Familiarize residents with each candidate’s background and positions in a face-to-face event.
 - 3) Provide residents with ample opportunity to ask their own questions. Candidates may also respond to a pre-determined number of questions posed by the Society Steering Committee on Elections and provided to the candidates prior to each meeting.
 - 4) Partner with the town and its role to promote and encourage a large turn-out of voters. That role suggests acknowledgement of the importance of civic engagement which includes voting, and a willingness to work with any candidate successful in their election pursuit.
- The Society is deeply engaged in planning the forum, exercising a **strict** position of non-partisan conduct. Each candidate opening and closing statement, and every question posed will result in a random selection process of who shall speak first, second, and third.
 - The Society will provide public education and awareness of the dates and times being offered, and to inform participants of the elements of each session.
 - The Society will require adherence to the Lake Park Ordinance on Civility and Decorum. We will work with PBSO to assure a police presence as an added layer of response if needed.
 - The Society intends to video both meetings so people with disabilities, the elderly, and those with scheduling conflict can access the information provided.

We sincerely appreciate consideration of your sensitivity in considering our request.
Thank you!



FACILITY RENTAL INVOICE

NAME: Lake Park Society for the Advancement of Civic Engagement c/o Michael Steinhauer
ADDRESS: 435 Greenbriar Drive
 Lake Park, FL 33403
PHONE: 608-332-5547
EVENT DATE: Saturday, February 28, 2026
EVENT TIME: 1:00 PM TO 3:00 PM
SET-UP TIME: 12:30 PM TO 1:00 PM
BREAK DOWN TIME: 3:00 AM TO 3:30 PM
EVENT TYPE: Mayoral Candidate Forum
LOCATION: Mirror Ballroom
of PEOPLE: 100

EVENT DETAILS		
CODE	COST BREAKDOWN	TOTAL
→	SECURITY DEPOSIT <i>(non-taxable, DUE IN FULL AT INCEPTION & REFUNDABLE)</i>	
DEPPV	Park Pavilions/Gazebos	
DEPMB	Mirror Ballroom	\$500.00
DEPPK	Kelsey Park Rental East/West	
→	RENTAL FEES <i>(7% Sales Tax applied)</i>	
RFRNT	Resident Fee \$ <input type="text"/> hrly x <input type="text"/> hrs	\$0.00
RFRNT	Non-Resident Fee \$ <input type="text"/> hrly x <input type="text"/> hrs	\$0.00
RFRNT	Flat Rate Rental Fee	
RFRNT	Flat Rate Cleaning Fee	\$150.00
RFRNT	Restroom Attendant Fee \$ 25 hrly x <input type="text"/> hrs	\$0.00
RFTAX	Sales Tax 6.5% <i>(collected first on balance payment)</i>	TAX EXEMPT
RSCUR	Personnel Fee \$ 40 hrly x <input type="text"/> 3 hrs <i>(NON-taxable)</i>	\$120.00
	TOTAL RENTAL FEES:	\$270.00
FACRENT	COMBINED TOTAL: <i>(security deposit + rental fees)</i>	
	PARK PAV/GAZ	
	BALLROOM	\$770.00
	KELSEY PARK	

PAYMENT DETAILS		
first PAYMENT DATE:	INSTALLMENT DATE:	BALANCES & DUE DATE:
		YOUR FINAL PAYMENT IS DUE:
\$0.00		2/13/26
\$500.00		
\$0.00		
For internal accounting purposes		
		\$0.00
		\$0.00
		\$0.00
		\$150.00
		\$0.00
TAX EXEMPT	TAX EXEMPT	TAX EXEMPT
		\$120.00
\$0.00		
PAID TODAY:	PAID TODAY:	FINAL PAYMENT DUE:
\$500.00	\$0.00	\$270.00

NOTES: Your final balance is due 14 days before the event. If paying online, your invoice/reference # is:

THANK YOU AND ENJOY YOUR EVENT!



Town of Lake Park Facility Rental Application

Date of Event: Saturday, February 28, 2026
Time of Event: 1:00 PM to 3:30 PM
Set-up Time: 12:30 PM to 1:00 PM
Breakdown Time: 3:00 PM to 3:30 PM

Rental Facility

Town Hall: ☒ Mirror Ballroom
W. Ilex Park: ☐ Picnic Pavilion
Kelsey Park (West): ☐ Entire Park (Requires Special Events Permit) ☐ Gazebo
Kelsey Park (East): ☐ Entire Park (Requires Special Events Permit) ☐ Indoor Pavilion
Kelsey Park (East): ☐ Picnic Pavilions (North, South, Playground)

Purpose of Rental: Election Candidate Forum

Requests: ☐ Alcoholic Beverages ☐ Bounce House
☐ Special Events Permit Required

Contact Information:

Name: Michael Steinhauer
Organization: IPSociety For The Advancement of Civic Engagement
Address: 435 Cereenbriar Drive
Lake Park, FL 33403
Home: () - Cell: (608) 332-5547
Work: () - E-mail: pipestone1992@gmail.com

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.

Renter: X [Signature] **Date:** 12/19/25

Lake Park Staff: X [Signature] **Date:** 12/19/25



Facility Usage Agreement

This agreement, made the 19th day of December, 2025, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and Michael Steinhauer (Renter).

Premises: Town leases to Renter and Renter leases from Town the Mirror Ballroom (Facility Name)

Term: The hours of rental are from 12:30 PM until 3:30 PM on Saturday, 2/28/26 (Day/Date).

Security Deposit: Event organizer shall deposit with Town the sum of \$ 500.00 as security for the full and faithful performance by event organizer of all of event organizers obligations hereunder. The deposit shall be made at the time the reservation for the premise is made with Town. No interest shall be paid upon the security deposit nor shall Town be required to maintain said deposit in a segregated account. The security deposit shall not be considered prepaid rent. In the event that the event organizer shall default in the full and faithful performance of any of the terms hereof, then Town may, without notice, either retain the security deposit as liquidated damages, or Town may retain the same and apply it toward actual damages sustained by Town by reason of the default of the event organizer. If the event organizer fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to the event organizer within one month of the event.

Rental Rate: Event Organizer shall pay Town the rental sum of \$ ~~500.00~~ 270.00, fourteen (14) business days prior to the event. Any payment made to the Town after the 14 days must be paid in cash only.

Leases and Assignments: Event Organizer shall not have the right to assign this agreement to any other person or entity.

Rules and Regulations: The rules and regulations included hereto shall be incorporated into and made a part of this agreement.

Indemnification: Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

General Provisions:

Captions: The captions or titles to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this agreement or of any parts thereof.

Joint and Several Obligations: If event organizer consists of more than one person or entity, the obligation of all such persons is joint and several.

Situs: The agreement shall be constructed and interpreted according to the laws of the State of Florida.

In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.


I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

EVENT ORGANIZER: Michael Steinhauer
(PRINT)



(SIGNATURE)

DATE: 12, 19, 25

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-28-2024

Employer Identification Number:
99-3225157

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

LAKE PARK SOCIETY FOR THE
ADVANCEMENT OF CIVIC ENGAGEMENT
429 GREENBRIAR DR
WEST PALM BCH, FL 33403

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3225157. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is LAKE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

9999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 05-28-2024
EMPLOYER IDENTIFICATION NUMBER: 99-3225157
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

A standard linear barcode consisting of vertical black bars of varying widths on a white background, located at the bottom of the document.

LAKE PARK SOCIETY FOR THE
ADVANCEMENT OF CIVIC ENGAGEMENT
429 GREENBRIAR DR
WEST PALM BCH, FL 33403



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2025
Originating Department: Human Resources
Agenda Title: Discussion - Town Manager Annual Performance Evaluation

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

Cost of Item: _____ **Funding Source:** _____
Account Number: 001-408-597 **Finance Signature:** _____

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

Attachments: Numerical Scores Performance Evaluation (draft)
SMART Goals - Annual Performance Evaluation Guide - December 2025

Please initial one:
 _____ Yes, I have notified everyone.
 DP _____ Not applicable in this case

Summary Explanation/Background:

The Town Commission is requested to consider, discuss and provide additional input/direction on proceeding with the upcoming evaluation for the Town Manager (January 9, 2025 to January 8, 2026).

During the December 17, 2025 Town Commission Meeting, the Town Commission selected the numerical scores performance evaluation option, which was developed utilizing evaluations from a number of Florida municipalities and counties (i.e., Lauderhill, Long Boat Key, Palm Beach County, North Palm Beach, Coral Springs, Pembroke Pines, Tequesta, etc.). This option would require the development of S.M.A.R.T. (Specific, Measurable, Achievable, Realistic and Timing) Goals (Mayor and Commission with the Town Manager) for the upcoming performance year.

Note: S.M.A.R.T. Goals provide a clear framework for setting and achieving goals effectively.

Additionally, this method helps ensure that goals are structured and attainable, making it easier to track progress and stay accountable. Please see attached S.M.A.R.T. Goals Guide Sheet for additional information on developing Goals under this method.

The proposed evaluation includes various proposed amendments from the initial version that was considered by the Town Commission on December 17, 2025 (and previously presented on November 14, 2025).

Recommendation:

The Town Commission consider, discuss and provide input/direction on proceeding with the Town Manager's Annual Performance Evaluation.



Town Manager Annual Performance Evaluation **DRAFT**

Employee Name & Title: Richard J. Reade, Town Manager
 Evaluator's Name
 (Mayor & Commission):
 Evaluation Date:
 Evaluation Period: January 9, 2025 to January 8, 2026

Evaluation Instructions:

This form shall be completed by each member of the Town Commission to evaluate and provide comments as applicable of the Town Manager's performance in each of the sections below. This annual performance evaluation form contains eleven (11) categories sections of evaluation criteria. Each category section contains a statement [sixty-two (62) total metrics] to describe a behavior standard in that evaluation sectioncategory. For each statement metric, please utilize the rating scale provided below to indicate your rating of the Town Manager's performance for the evaluation period identified above. All scores will be totaled and divided by the total number of metrics to determine a final performance evaluation score on the last page of the evaluation document.

- 5 - Excellent** (consistently exceeds expectations and performs at a very high standard)
- 4 - Above Average** (generally exceeds performance expectations)
- 3 - Satisfactory** (meets performance expectations)
- 2 - Below average** (generally does not meet performance expectations)
- 1 - Unsatisfactory** (consistently fails to meet minimum performance expectations)

This annual performance evaluation form also contains an opportunity for the Mayor and Commission to include narrative comments and/or Specific, Measurable, Achievable, Realistic and Timing S.M.A.R.T. (Specific, Measurable, Achievable, Realistic and Timing) Goals for the upcoming performance year.

S.M.A.R.T. Goals provide a clear framework for setting and achieving goals effectively. Additionally, this method helps ensure that goals are structured and attainable, making it easier to track progress and stay accountable. Please see attached S.M.A.R.T. Goals Guide ~~Sheet~~ for additional information on developing Goals under this method.

ONE-ON-ONE MEETING – Town Mayor and Commissioners are encouraged to meet directly with the Town Manager to review the finalized annual evaluation and discuss identified S.M.A.R.T. Goals that are recommended for the next performance year.

Please type all scores within the area provided and type all comments and/or S.M.A.R.T. Goals within the section provided. If additional space is needed, please attach within the additional page(s) provided.

All fully completed and signed performance evaluations are requested to be provided to the Town Manager's Office by ~~Wednesday, December 31, 2025~~ or **Wednesday, January 14, 2026**.

SECTION 1. ETHICS, JUDGEMENT AND DECISION MAKING:

	5	4	3	2	1	Total
	Excellent	Above Average	Satisfactory	Below Average	Unsatisfactory	
• Diligent and thorough in the discharge of duties, "self-starter"						0
• Exercise good judgement						0
• Displays enthusiasm, cooperation, and willingness to adapt						0
• Mental and physical stamina appropriate for the position						0
• Exhibits composure, appearance and attitude appropriate for the executive position						0
• Makes decisions that are well thought out and in the best interest of the Town; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner						0
Total Section 1 Performance Evaluation Review Score (30 <u>25</u> Available Points):						0

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SECTION 2. JOB SKILLS, KNOWLEDGE, COMMUNICATION, PUBLIC RELATIONS:

5 Excellent	4 Above Average	3 Satisfactory	2 Below Average	1 Unsatisfactory	Total	Item 7.
----------------	--------------------	-------------------	--------------------	---------------------	-------	---------

• Maintains knowledge of current development affecting the practice of local government					0	
• Demonstrates a capacity for innovation and creativity					0	
• Anticipates and analyzes problems to develop effective approaches for solving them					0	
• Willing to try new ideas proposed by governing body members and/or staff					0	
• Sets a professional example by handling affairs of the public office in a fair and impartial manner					0	
• <u>Handling of disputes and/or complaints involving citizens and/or stakeholders in an effective, equitable and timely manner</u>					0	

Total Section 2 Performance Evaluation Review Score (25 25 Available Points):

0

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SECTION 3. RELATIONS WITH RESPONSIVENESS WITH TOWN COMMISSIONERS:

5 Excellent	4 Above Average	3 Satisfactory	2 Below Average	1 Unsatisfactory	Total
----------------	--------------------	-------------------	--------------------	---------------------	-------

• Openly communicates with members of the Commission promptly and properly responds to requests; keeps Commission informed of current issues					0	
• Carries out directives of the Town's elected body as a whole as opposed to those of any one member or minority group					0	
• Sets meeting agendas that reflect the guidance of the governing body					0	
• Disseminates complete and accurate information equally to all members in a timely manner					0	
• Assists by facilitating Town Commission policy decision making					0	
• Responds well to requests, advice and constructive criticism					0	
• <u>Willing to try new ideas proposed by governing body members and/or staff</u>					0	
• <u>Gives an appropriate effort to maintain citizen satisfaction with Town Services</u>					0	
• <u>Demonstrates sensitivity to the opinions and concerns of others in an outside of the Town organization</u>					0	
• <u>Presenting Council policies and positions on issues to the citizens and/or stakeholders accurately, equitably and effectively</u>					0	

Total Section 3 Performance Evaluation Review Score (30 50 Available Points):

0

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SECTION 4. POLICY EXECUTION:

5 Excellent	4 Above Average	3 Satisfactory	2 Below Average	1 Unsatisfactory	Total
----------------	--------------------	-------------------	--------------------	---------------------	-------

Item 7.

- | | |
|---|---|
| • Implements governing body actions in accordance with the intent of the Commission | 0 |
| • Supports the actions of the governing body after a decision has been reached | 0 |
| • Understands, supports and enforces local government's laws, policies and Ordinances | 0 |
| • Reviews Ordinance and policy procedures periodically to suggest improvements to their effectiveness | 0 |
| • Offers workable alternatives to the governing body for changes in law or policy when an existing policy or Ordinance is no longer practical | 0 |

Total Section 4 Performance Evaluation Review Score (25 Available Points):**0****COMMENTS &/OR S.M.A.R.T. GOALS:**

- 1.
- 2.
- 3.

SECTION 5. REPORTING & TRANSPARENCY:

5 Excellent	4 Above Average	3 Satisfactory	2 Below Average	1 Unsatisfactory	Total
----------------	--------------------	-------------------	--------------------	---------------------	-------

- | | |
|--|---|
| • Provides regular information and reports to the governing body concerning matters of importance | 0 |
| • Responds in a timely manner to requests from the government body | 0 |
| • Takes the initiative to provide information, advice and recommendations to the governing body of matters that are non-routine and not administrative in nature | 0 |
| • Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience | 0 |
| • Produces and handles reports in a way to convey the message that the efforts and services of the Town are transparent | 0 |

Total Section 5 Performance Evaluation Review Score (25 Available Points):**0****COMMENTS &/OR S.M.A.R.T. GOALS:**

- 1.
- 2.
- 3.

SECTION 6. CITIZEN RELATIONS:

5 Excellent	4 Above Average	3 Satisfactory	2 Below Average	1 Unsatisfactory	Total	Item 7.
----------------	--------------------	-------------------	--------------------	---------------------	-------	---------

• Responsive to request from citizens concerning matters of importance					0	
• Demonstrates a dedication to service to the community and its citizens					0	
• Maintains a nonpartisan approach in dealing with the news media					0	
• Meets with and listens to members of the community to discuss their concerns and strives to understand their interests					0	
• Gives an appropriate effort to maintain citizen satisfaction with Town Services					0	
• <u>Ability to interact and communicate positively with the public and promote public input and</u>					0	
• <u>Demonstrates a clear understanding of customer needs (internal and external) and responds in a</u>					0	

Total Section 6 Performance Evaluation Review Score (25 30 Available Points):

0

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SECTION 7. STAFFING & RECRUITING:

5 Excellent	4 Above Average	3 Satisfactory	2 Below Average	1 Unsatisfactory	Total
----------------	--------------------	-------------------	--------------------	---------------------	-------

• Recruits and retains competent personnel (including reviewing and amending the hiring process to bring in the best available candidates and reduce costs)					0	
• Professionally manages the compensation and benefit plans					0	
• Stays accurately informed and appropriately concerned about employee relations					0	
• Motivates and develops personnel through leadership opportunities and training so that they are increasingly effective in the performance of their duties; in achieving common goals and objectives and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public					0	
• <u>Applies an appropriate level of supervision (including assessing progress and providing feedback, coaching/mentoring, establishing goals, disciplinary actions, etc.) to improve any areas of substandard performance</u>					0	

Total Section 7 Performance Evaluation Review Score (20 25 Available Points):

0

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SECTION 8. SUPERVISION MANAGEMENT & EMPLOYEE RELATIONS:

	5 Excellent	4 Above Average	3 Satisfactory	2 Below Average	1 Unsatisfactory	Total	Item 7.
• Encourages department directors to make professional-driven decisions within their department						0	
• Instills confidence and promotes initiative in subordinates through supportive (rather than restrictive) controls for their programs while still monitoring Town operations						0	
• Develops and maintains a friendly and informal relationship with the staff and the workforce						0	
• Encourages teamwork, communication, innovation and effective problem solving among staff members						0	
• Treats all Town personnel in a fair and equitable manner and applies an appropriate level of supervision (including assessing progress and providing feedback; coaching/mentoring; establishing goals; disciplinary actions; etc.) to improve any areas of substandard performance						0	
Total Section 8 Performance Evaluation Review Score (25 Available Points):						0	

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SECTION 9. BUDGET & FISCAL MANAGEMENT:

	5 Excellent	4 Above Average	3 Satisfactory	2 Below Average	1 Unsatisfactory	Total
• Prepares/Presents a balanced annual Town budget in a practical, intelligent, transparent (provides numerous opportunities for community input) and accessible format that ensures Town service levels as directed by the Town-Commission						0
• <u>Submit and provide annual Town Budget in a timely manner allowing for adequate review by the Town Commission</u>						0
• Ensures the Town's budget reflects an adopted level of service department responsibility for financial planning and accountability						0
• Makes the best possible use of available funds, while remaining conscious of the need to operate the local government efficiently and effectively (i.e., judicious/economical utilization of funding to support needed manpower, material(s) and equipment, etc.)						0
• Appropriately monitors and manages fiscal activities of the Town throughout the budget year						0
• Provide staff procurement and budget training to ensure proper oversight of funding for capital projects/equipment, personnel operations						0
Total Section 9 Performance Evaluation Review Score(25 30 Available Points):						0

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SECTION 10. COMMUNITY & CUSTOMER SERVICE:

5 Excellent	4 Above average	3 Satisfactory	2 Below average	1 Unsatisfactory	Total
----------------	--------------------	-------------------	--------------------	---------------------	-------

Item 7.

- Ability to interact and communicate positively with the public and promote public input and transparency
- Demonstrates a clear understanding of customer needs (internal and external) and responds in a timely manner
- Handling of disputes and/or complaints involving citizens and/or stakeholders in an effective, equitable and timely manner
- Demonstrates sensitivity to the opinions and concerns of others in an outside of the Town organization
- Presenting Council policies and positions on issues to the citizens and/or stakeholders accurately, equitably and effectively

0

0

0

0

0

Total Section 10 Performance Evaluation Review Score (25 Available Points):

0

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SECTION 11 10. PLANNING & ECONOMIC DEVELOPMENT:

5 Excellent	4 Above Average	3 Satisfactory	2 Below Average	1 Unsatisfactory	Total
----------------	--------------------	-------------------	--------------------	---------------------	-------

- Planning and execution of the short and long-term goals and objectives of the Town Commission
- Organizes a process of planning in anticipation of future needs and issues
- Participates in the establishing reasonable goals and objectives of the Town and its departments
- Assists in coordinates/directs the implementation of Town projects to effectively achieve desired results
- Works along side staff, the Town Attorney and the Town Commission to develop effective working relationships with development professionals and property owners to ensure that new development within the Town provides the highest opportunity to improve the community's quality of life and financial security
- Promotes/Develops ideas to increase the visibility of the Town

0

0

0

0

0

0

Total Section 11 10 Performance Evaluation Review Score (30 Available Points):

0

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SECTION 11. INTERGOVERNMENTAL:

5 4 3 2 1 Total *Item 7.*

Excellent Above Average Satisfactory Below Average Unsatisfactory

- Effectively works/cooperates with other regional, state, federal governmental agencies at all levels in representing the Town of Lake Park 0
- Developing and administrating cooperative interlocal agreements and contracts when appropriate 0
- Staying abreast of issues, concerns and trends affecting the Town of Lake Park as well as other local municipalities 0
- Advise the Commission on relevant legislation and developments that may impact the quality of life within the Town of Lake Park 0

Total Section 11 Performance Evaluation Review Score (20 Available Points): 0

COMMENTS &/OR S.M.A.R.T. GOALS:

- 1.
- 2.
- 3.

SUMMARY - ELEVEN (11) PERFORMANCE SECTIONS [SIXTY-TWO (62) METRICS]:	RATING	
SECTION 1. ETHICS, JUDGEMENT AND DECISION MAKING	0	of 25 Total Points
SECTION 2. JOB SKILLS, KNOWLEDGE, COMMUNICATION, PUBLIC RELATIONS	0	of 25 Total Points
SECTION 3. RELATIONS WITH RESPONSIVENESS WITH TOWN COMMISSIONERS	0	of 50 Total Points
SECTION 4. POLICY EXECUTION	0	of 25 Total Points
SECTION 5. REPORTING & TRANSPARENCY	0	of 25 Total Points
SECTION 6. CITIZEN RELATIONS	0	of 30 Total Points
SECTION 7. STAFFING & RECRUITING	0	of 25 Total Points
SECTION 8. MANAGEMENT & EMPLOYEE RELATIONS	0	of 25 Total Points
SECTION 9. BUDGET & FISCAL MANAGEMENT	0	of 30 Total Points
SECTION 10. PLANNING & ECONOMIC DEVELOPMENT	0	of 30 Total Points
SECTION 11. INTERGOVERNMENTAL	0	of 20 Total Points
Total Annual Performance Evaluation Review Score - All Sections:	0	
Total Available Points - All Sections:	310	
Total Average Annual Performance Evaluation Score: [Total Available Points - All Sections - Divide by Sixty-Two (62) Evaluation Metrics]	0.00	

Town Manager Signature

Date

Evaluator (Mayor & Commission) Signature

Date



S.M.A.R.T. Goals

ANNUAL PERFORMANCE EVALUATION GUIDE

The following information is a guide for your consideration to assist in setting S.M.A.R.T. Goals during an Annual Performance Evaluation. It is not absolute...it is simply a guide.

Setting S.M.A.R.T. Goals – use the S.M.A.R.T. formula:

- S** → Specific
- M** → Measurable
- A** → Attainable
- R** → Relevant
- T** → Trackable

Specific – Precise Terms – Targeted

The goal should define specific results and provide concrete details on what is to be achieved.

Measurable – How much of what and by when – Means for tracking

When writing the goal, define how you and your manager can measure its success. There are several ways to measure goals:

- a. Behavior: Observable change in an employee's actions.
- b. Quantity: A numerical increase or decrease.
- c. Quality: How well the result meets the criteria set in a goal.
- d. Cycle time: Time from request to completion: processing time.
- e. Efficiency: Resources (time, budget) applied to achieve the result.

Attainable – Achievable

Goals should be challenging and go beyond your day-to-day duties and at the same time be achievable.

Relevant – Links to results – Results Based

When writing, state the results to be achieved rather than the activity or work

processes leading to those results. Focus on what you are responsible for accomplishing.

Trackable – timeframe for action or completion dates (long- or short-term goal)

Establish a time limit. State the date which results must happen or for ongoing expectations, specify how often the goal or expectations must be met as well as how often it will be reviewed.

Example S.M.A.R.T. Goals

- To reconcile the department financial reports by the fifteenth of every month with no increase or a decrease in reconciliation
- To lead the assessment and redesign of the department's webpage in order to create a professional and resident-focused website. Develop, revise, and design by September 2019.
- To reduce overtime in the department from 150 hours per month to 50 hours per month by the end of the fiscal year.

Performance Goals

Performance Goals are the “what” you are working to accomplish. They are tied to departmental and organizational strategic priorities. Below is an example of a performance goal:

- Implement an enhanced billing management process through web-based technology by April 30th. Develop a master design document, and creating stakeholder buy-in and awareness. Ensure functionality of system and new form. Develop the communication and implementation plan for the new process by the end of September. Ready for delivery in mid-October.

Development/Personal Goals:

Development/Personal goals focus on an area you want to develop in order to grow in your job or advance in your career. Below is an example of a development goal:

- To increase my effectiveness in giving presentations I will join Toastmasters by March 31 and attend at least 6 monthly meetings by end of the year. I will ask for feedback using the Toastmasters format on my presentations after each staff meeting during the year.

The following are components of an effective goal – one that describes performance standards that will “tell us what good behavior looks like.” The SMART acronym can help us remember these Components:

- **Specific** -- The goal should identify a specific action or event that will take place.

- **Measurable** -- The goal and its benefits should be quantifiable.
- **Achievable** -- The goal should be attainable given available resources.
- **Realistic** -- The goal should require you to stretch some, but allow the likelihood of success.
- **Timely** -- The goal should state the time period in which it will be accomplished.

Here are some tips that can help you set effective S.M.A.R.T. goals:

1. Develop several goals. A list of five to seven items gives you several things to work on over a period of time.
2. State goals as declarations of intention, not items on a wish list. "I want to apply to three schools" lacks power. "I will apply to three schools," is intentional and powerful.
3. Attach a date to each goal. State what you intend to accomplish and by when. A good list should include some short-term and some long-term goals. You may want a few goals for the year, and some for two- or three-month intervals.
4. Be specific. "To find a job" is too general; "to find and research five job openings before the end of the month" is better. Sometimes a more general goal can become the long-term aim, and you can identify some more specific goals to take you there.
5. Share your goals with someone who cares if you reach them. Sharing your intentions with your parents, your best friend, or your teacher will help ensure success.
6. Write down your goals and put them where you will see them. The more often you read your list, the more results you get.
7. Review and revise your list. Experiment with different ways of stating your goals. Goal setting improves with practice, so play around with it.

Writing an Effective S.M.A.R.T. Goal Statement

Rules for writing S.M.A.R.T. goal statements:

1. Use clear, specific language.
2. Start your goal statement with TO + a VERB
3. Write your goal statement using SMART Goal Criteria
4. Avoid using negative language. Think positive!

An example of a S.M.A.R.T. goal statement:

- *To run the mini marathon in May and complete the 10 mile race in under 1 hour to beat my personal best time.*

Notice how the above example begins with the word “To”, includes the verb “run”, and tells what (the marathon), why (to beat personal best time) and when (May).

Activity

Use this worksheet to identify the specific S.M.A.R.T. criteria you will use to write your goal statement.

What is your basic goal? _____

1. Is it **Specific?** (Who? What? Where? When? Why?)
2. Is it **Measurable?** How will I measure progress? (How many? How much?)
3. Is it **Attainable?** (Can this really happen? Attainable with enough effort? What steps are involved?)
4. Is it **Realistic?** (What knowledge's, skills, and abilities are necessary to reach this goal?)
5. Is it **Timebound?** (Can I set fixed deadlines? What are the deadlines?)

My S.M.A.R.T. Goal Statement

Use the S.M.A.R.T. worksheet you just completed and the rules above for writing a goal statement. This should be a work-related goal that you would like to achieve in 12 months or less. Repeat this exercise as needed to write other goal statements.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2026
Originating Department: Town Manager /Community Development
Presentation - Town of Lake Park Marina P3 Quarterly Report - Forest
Agenda Title: 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: Town of Lake Park Marina P3 Project – Presentation

Please initial one:
 VM _____ Yes I have notified everyone
 _____ Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park entered into a Marina P3 Comprehensive Agreement 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.

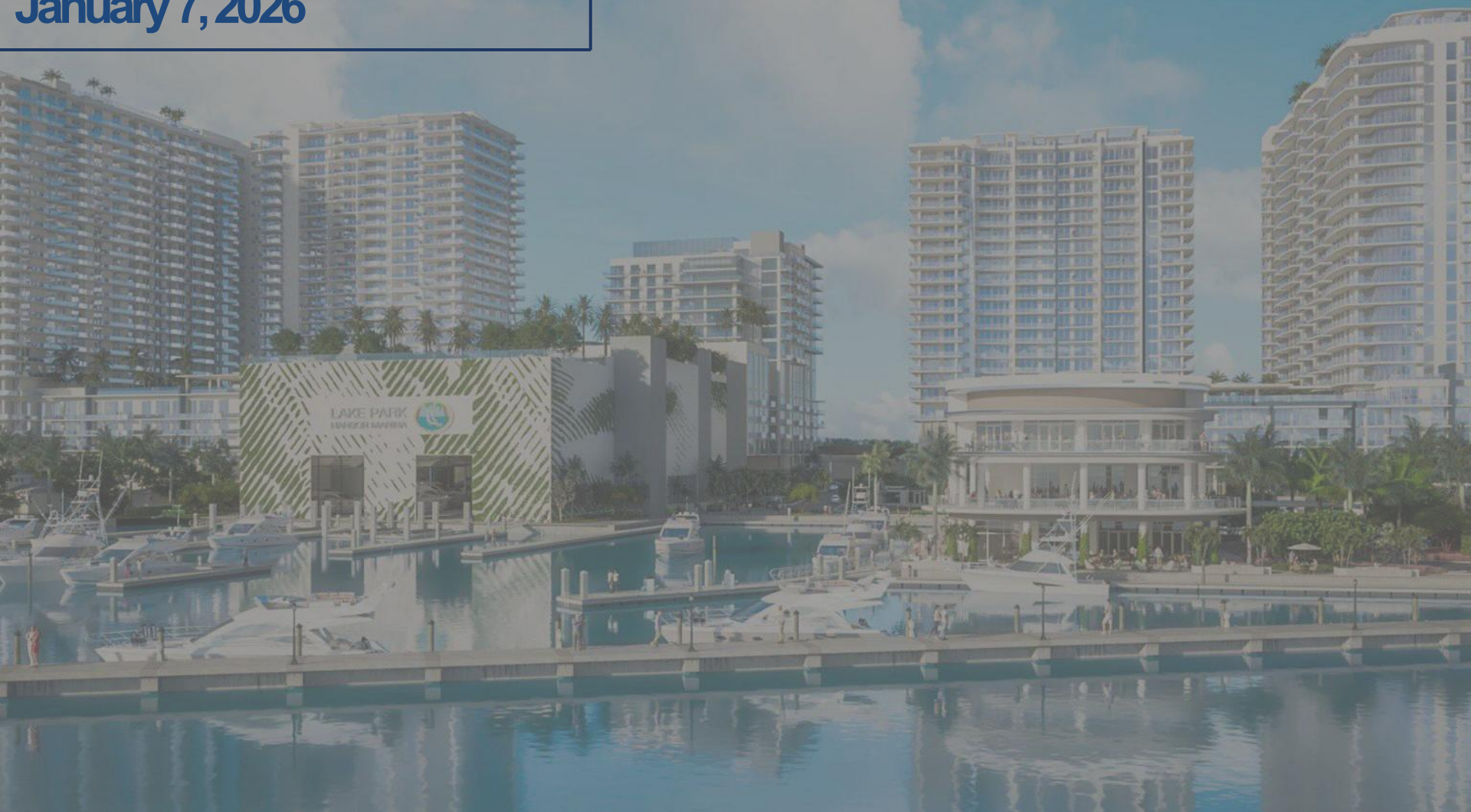
As a result, Forest Development will be providing their P3 Quarterly Update to the Town Commission (most recent update provided on July 16, 2025).

Recommended Motion:

N/A.

P3 Lake Park Marina Quarterly Update January 7, 2026

Item 8.



Completed New Economic Study

- **172 to 207** permanent jobs once fully operational
- **\$9–11 million** in annual payroll supporting local households
- **\$22.8 to \$48.1 million** in annual economic output
- 20-Year Town Revenue: **\$26.2 Million**
- Present Value (5% discount): **~\$16 million**

Project Status (as of December 31, 2025)

- Master Plan/PUD Site Plan – Town Responded on
on October 9, 2025, Forest is preparing response
- Deed Restriction/Reverter Removal Application to
Governor and Cabinet – ON HOLD BY TOWN
(delays \$1.2 million payment to Town)
- Marina Reconfiguration Permit Application to FDEP –
FDEP in process of withdrawing the application

Questions?





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 7, 2026

Originating Department: Town Manager, Town Attorney & Community Development

Agenda Title: Update, Discussion & Direction - Town of Lake Park Marina P3 Project

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

Cost of Item: _____ **Funding Source:** n/a

Account Number: _____ **Finance Signature:** Barbara A. Gould

Advertised: _____

Date: _____ **Newspaper:** _____

Attachments: _____

Please initial one:

_____ Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

The Town Attorney and Town Staff will provide the Town Commission with an update on various aspects of the Town of Lake Park Marina P3 Project, including:

1. Presentation - Real Estate Appraisal Services – Walter Duke + Partners
2. Update – State of Florida Board of Trustees of the Internal Improvement Trust Fund (TIITF) Proposed Modification of Town Marina Deed Restrictions – Community Development Director
3. Update & Direction – Florida Department of Environmental Protection (FDEP) Proposed Town Marina ERP Permit (various infrastructure improvements proposed by Forest Development) – Community Development Director
4. Update & Direction - Memo - Public Records Requests from Lee Feldman (Forest Development) re P-3 meetings – Town Attorney

5. Update - Complaint - Forest Development - Declaratory Relief & Specific Performance - December 2025 – Town Attorney

The Town of Lake Park entered into a Marina P3 Comprehensive Agreement 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.

At the direction/request of the Town's Marina P3 Project Developer, Forest Development, following the Town Commission's determination (on August 6, 2025) to not move forward with the Governor and Cabinet meeting regarding the proposed amendment(s) to the State of Florida's TIITF Deed Restrictions within the Marina and to pause on all pending permits associated with the Marina P3 Project to enable staff and the Town Attorney to work with the developer on amending the P3 Project Comprehensive Agreement, including the critical path that continues to be significantly delayed.

The Town's Attorney and staff have proposed various amendments to the Marina P3 Comprehensive Agreement, including the following four (4) main areas of the Project's Agreement and/or Leases:

1. Revise Long-term financial contributions to the Town to ensure the financial viability of the project and fairly value the Town's property over the term of the proposed Agreement and Ground Leases
2. Revise the Ground Leases (i.e., terms, etc.) to provide the Town with the opportunity to address various aspects of the Agreement in the future as well as to ensure local, public access and Town input
3. Ensure that the Town Commission is included within the design/planning of the project prior to PUD Master Plan and Site Plan(s) approval
4. Approve various operational and management agreements:
 - a. Marina Operating Agreement
 - b. Rights-of-Way Maintenance & Repair Agreement
 - c. Open Space Maintenance & Repair Agreement

Other important changes (more favorable terms to the Town) expected to be proposed within the Agreement include: determination of the property requested to be removed from the State of Florida's Trustees of the Internal Improvement Trust Fund (TIITF) deed restrictions, clarification of decision making by the Town Commission regarding Town property; ensuring that there are firm and consequential deadlines to complete the various components outlined within the Agreement; assurance that all financial statements must be provided at a specified time (eliminate the ambiguous periodic requirement); long-term maintenance funding, etc.

Town staff had hoped to work with the developer through these issues during meetings and discussions; however, the Developer was very strong in their conversation that they did not want to negotiate against themselves and required the Town to put our proposed changes in writing. Thus, staff is working with the Town Attorney to propose amendments to the Comprehensive Agreement to ensure that we have an Agreement that, if agreed upon by both parties, would be more fair to the Town than what is currently in place.

Additionally, staff is working with Walter Duke + Partners, a local real estate brokerage group (with the specialty of working with local governments) that maintains significant experience with valuing marinas

and surrounding properties to ensure that the Town receives/requests upfront and long-term funding that is fair for the use of this incredible Town property. The expected valuations are planned to be presented to the Developer for consideration as an amendment(s) within the Comprehensive Agreement following Town Commission direction.

Note: The Town Commission selected Walter Duke + Partner in accordance with the Town's Purchasing Code – Section 2-244. Exemptions on November 5, 2025. Additionally, the Developer's Attorney maintains a current working relationship with Walter Duke + Partner; however, the Developers Attorney has verbally noted that he does not believe that there is a conflict, and, after speaking with the proposed vendor, nor does the Town's Attorney.

Additionally, during this timeframe, the Town was notified by the Developer's representative during a meeting on Friday, August 8, 2025, that the Town Commission had violated Florida Sunshine's Law related to the selection of the current Developer (which occurred over multiple "out of the public" meetings on and after October 5, 2021). As a result, the Town Manager notified and requested the Town Attorney and requested a review of this verbal claim and to provide an understanding on whether the Town did in fact violate state law. Additionally, the Town Attorney was requested to provide information on how to resolve this issue, if substantiated. Thus, the Town Attorney has prepared a Memo (dated December 8, 2025) and will provide further information regarding this issue.

Finally, on December 30, 2025, Forest Development began to contact members of the Town Commission to notify them that they have filed a claim against the Town for

“declaratory relief and specific performance as a means to enforce its rights and hold the Town accountable for its abrupt and unjustified departure from its obligation to perform under an executed and legally binding agreement that governs the redevelopment of 12 acres of public waterfront property known as the Lake Park Harbor Marina.”

This claim was filed in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida on Monday, December 29, 2025. The Town Attorney will be available to provide further information related to this claim to the Commission, if required.

Recommendation:

The Town Commission consider, discuss and provide input/direction on the various issues presented related to the Lake Park Marina P3 Project.



Evaluation Lake Park Harbor Marina 3P Town of Lake Park

**WALTER DUKE
+ PARTNERS**

**C O M M E R C I A L
REAL ESTATE VALUATION**

Current Financial Terms vs. Market Baseline

POD A - Hotel

COMPONENT	CURRENT FINANCIAL TERMS PER CA	MARKET BASELINE TERMS
Pod A 0.81 AC		
257 Keys inc. 5,488 SF Retail/Rest	Lease term – 99 years	Lease term – 75 – 99 years
	One Time Assessment Fee \$300,000	Ground lease - 3% to 6% Fee Simple Land
	Rent \$75,000/year 10 Years	99 years NNN

Current Financial
Terms vs. Market
Baseline

POD B – Dry Boat
Storage

COMPONENT	CURRENT FINANCIAL TERMS PER CA	MARKET BASELINE TERMS
Pod B 1.69 AC		
Dry Boat Storage - 292 Slips	Lease term - 99 years	Lease term – 50 to 99 years
	One Time Assessment Fee - \$300,000	8% - 12% of EGI for 99 years – (Avg 10%)
	Rent \$75,000/year – 10 Years	

Current Financial Terms vs. Market Baseline

POD C - Marina

COMPONENT	CURRENT FINANCIAL TERMS PER CA	MARKET BASELINE TERMS
Pod C 12.09 AC		
Marina Expansion 47 slips	Lease term – 99 years	Lease term – 50 to 99 years
	One Time Assessment Fee - \$300,000	Base rent + 8% to 12% of EGI – 99 Yrs
	Rent \$75,000/year - 10 Years	
	10% EGI above current 135 slips, 99 years	

COMPONENT		CURRENT FINANCIAL TERMS PER CA	MARKET BASELINE TERMS
Pod D .31 AC			
Retail SF	1,444	Lease term – 99 years	Min 50 years if tenant builds building
Restaurant SF	13,126	Rent \$75,000/year – 10 year	Base rent + 5% to 7% EGI – 50 Yrs
Office SF	1,088	One Time Assessment Fee \$300,000	

Current Financial Terms vs. Market Baseline

POD D – Retail, Restaurant, Office

		Year ending 12/31:	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
	assumes Effective Date of Agreement is 1/12026		1	2	3	4	5	6	7	8	9	10	11	12
	Commencement	disct rate	NPV											
Project Asst Fee	1 yr after Effective Date of Agrt	4.25%	1,104,000	-	1,200,000									
Component Ast Fee	1 yr after CO of 1st compnent	4.25%	2,211,000	-	-	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Total			3,315,000	-	1,200,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000

Present Value to Town - 10-Year Revenue Per Comprehensive Agreement – Assumes Effective 1/1/2026

Present Value of Installments: \$3,315,000

Present Value Summary

Present Value Installment	\$3,315,000
Present Value 47 Additional Wet Slips	\$1,900,000
<i>Projected Wet Slip EGI x 10% capped at 6%</i>	
Present Value 52 Less Parking / Boat Ramp Spaces	(\$1,070,000)
<i>Revenue /space of \$1,234 x 52 lost spaces capped at 6%</i>	
PRESENT VALUE TO TOWN OF LAKE PARK	\$4,145,000

Hypothetical Baseline Market Revenue Projections for Illustrative and Discussion Purposes Only

POD A - HOTEL	\$154,200 to \$308,400 annually for lease term of 75+ years (257 keys x \$20,000/door = \$5,140,000 at 3% and 6%)
POD B – DRYBOAT STORAGE	\$530,000 annually for lease term up to 99 years. (10% of EGI of 292 dry slips)
POD C – MARINA EXPANSION	47 New Wet Slips - \$114,125 (10% of EGI)
POD D - RESTAURANT	\$492,225 to \$689,115 annually for lease term of 50 years (13,126 SF x \$750/SF Sales = \$9,844,500 at 5% and 7%)
HYPOTHETICAL ANNUAL INCOME	\$1,290,550 to \$1,641,640 (Year 1 rent subject to rent escalations over lease term)

Hypothetical Baseline Market Revenue Projections for Illustrative and Discussion Purposes Only

POD A - HOTEL	\$154,200 to \$308,400 annually for lease term of 75+ years (257 keys x \$20,000/door = \$5,140,000 at 3% and 6%)
POD B – DRYBOAT STORAGE	\$530,000 annually for lease term up to 99 years. (10% of EGI of 292 dry slips)
POD C – MARINA EXPANSION	47 New Wet Slips - \$114,125 (10% of EGI)
POD D - RESTAURANT	\$492,225 to \$689,115 annually for lease term of 50 years (13,126 SF x \$750/SF Sales = \$9,844,500 at 5% and 7%)
HYPOTHETICAL ANNUAL INCOME	\$1,290,550 to \$1,641,640 (Year 1 rent subject to rent escalations over lease term)

Memo

To: Richard Reade, Town Manager; Vivian Mendez, Town Clerk
From: Thomas J. Baird, Brett T. Lashley and Krissy A. Hosman, Town Attorneys
Date: December 8, 2025
Subject: Public Records Requests from Lee Feldman re P-3 meetings

Preface

Mr. Lee Feldman of the Euclid Group, one of the entities representing Forest Development P3 LPM, LLC ("Forest") requested that the Town Clerk produce public records associated with the P-3 Project and the subsequent Comprehensive Agreement. Mr. Feldman requested:

It is my understanding ... that one or more meetings of the Town Commission occurred on or after January 8, 2021, and that publicly exempt meetings were conducted in accordance with the then applicable Section 255.065(15)(d)1., Florida Statutes (2021). However, the recording of, and any records generated during those exempt meetings are no longer exempt from s. 119.07(1), Florida Statutes. Therefore, please consider this email as a request for (1) all notices of meetings of the Town Commission which were conducted pursuant to Section 265.055(15), Florida Statutes (2021) on or after January 8, 2021 (the "Meetings"); (2) agendas of the Meetings; (3) minutes of the Meetings; (4) recordings of the Meetings; (5) transcripts of the Meetings; (5) (sic) copies of all staff reports; (b) Town Consultant's reports; (c) presentations made by third parties; and (d) any and all other documents presented to the Town Commission at the Meetings.

The Town Clerk provided Mr. Feldman with those responsive documents the Town had. After receiving the documents from the Town Clerk, Mr. Feldman had this email exchange with the Town Clerk:

E S T .
1 9 2 4

tbaird@
jonesfoster.com
561 650 8232 T
561 650 5300 F

4741 Military Trail
Suite 200
Jupiter
Florida 33458

1. There was a notice for the June 1, 2022, meeting, but no agenda, meeting, recording or transcript. *The Town Clerk confirmed his conclusion.* 2. There are no minutes for the September 22, 2021, meeting. *The Town Clerk responded that there was a notice, but the meeting was not held.* 3 & 4. There are no recordings or transcripts for March 3, 2021; April 15, 2021; January 26, 2022; June 19, 2022; August 24, 2022; and October 25, 2022, meetings. *The Town Clerk confirmed that there were no audio recordings or transcripts of these meetings.* 5. There were no staff or consultant reports for any of the meetings. *The Town Clerk replied that she could not locate any reports that were provided to the Commission during these meetings.*

Given our review of the records produced, there are two potential violations of the Sunshine Law: (1) There were private meetings that were not recorded; and (2) private meetings were held after the exemption in Fla. Stat. §255.065(15) sunset. It is my understanding that Mr. Feldman commented to you that those Commissioners who attended the private meetings after the statutory exemption had sunset violated the Sunshine Law and that those public officials who participated in the meetings may be subjected to civil and/or criminal violations under Sunshine Law¹. Because of the seriousness of his statements to you, and at your request, we have reviewed the public records produced by the Town Clerk to Mr. Feldman to evaluate whether the Town may not have complied with the provisions of Fla. Stat. §255.065(15).

DISCUSSION

Prior to the time the unsolicited proposal was submitted by Forest and thereafter, the Commission was advised in *all respects* regarding its P-3 statutory requirements and responsibilities by Strategic Development Initiatives, Inc. ("SDI"). The Commission selected SDI based upon the representation of its President, Don Delaney that he was an "expert" in P-3 projects and the P-3 process. SDI and the Town signed a contract on October 7, 2020, which authorized Mr. Delaney to lead the Town throughout the P-3 process². ***SDI was required to administer and ensure compliance with the procedures of Fla. Stat. §255.065, provide expert opinions and recommendations to protect the Town's position during the negotiation process with the developer and thereafter with the negotiation of a Comprehensive Agreement. Also §1.6 of the contract with SDI, vested the Town Manager with the "sole responsibility" and authority to determine whether SDI's services were satisfactory and whether SDI fulfilled the terms of its contract to administer the P-3 process.*** The recordings we have listened to confirm that Mr.

¹ **Caveat:**¹ It should be noted that Mr. D'Agostino has retired and of those on the Town Commission during this time, only Mayor Michaud and Commissioners Linden and O'Rourke remain elected officials. We have not undertaken any analysis of whether the Sunshine Law may be applied retroactively to those who may be alleged to have violated the Sunshine Law during this time, or who are not presently serving as elected officials.

² Sometime after the Comprehensive Agreement was executed, the Town Manager recommended the termination of the SDI contract and the Town Commission affirmatively voted to do so.

Delaney and former Town Manager D'Agostino were responsible for and led all aspects of the P-3 process, including specifically the October 13, 2021, private meeting wherein Forest's unsolicited proposal was selected.

Sunshine Law Exemption

During the 2015 session of the Florida Legislature Section 255.065(15) was enacted to provide for an exemption to the Sunshine Law and Public Records Act pertaining to P-3 qualifying projects. Section 255.065(15)(d)1, provided that any portion of a meeting of a responsible public entity during which an unsolicited proposal that is discussed is **exempt from Fla. Stat. Section 286.011³ and s. 24(b), Art. I of the State Constitution**. An unsolicited proposal received by a responsible public entity is **exempt from s.119.07(1)⁴ and s. 24(a), Art. I of the State Constitution** until such time as the responsible public entity provides notice of an intended decision for a qualifying project. According to the statute, this statutory exemption extends until the public entity provides notice of its intended decision to select a developer for a P-3 project. The Commission selected Forest following private and public meetings held on October 13, 2021.

We examined the February 16, 2016, Bill Analysis of SB 124 which created the exemption from public record and meeting requirements for unsolicited proposals codified in §255.065(15). The bill analysis states that the exemption was created in furtherance of the statutory intent to encourage developers to submit proposals and prevent competitors from gaining an unfair advantage. The Bill Analysis also notes that "*The Open Government Sunset Review Act*" mandates any newly created or expanded public records or open meeting exemption be automatically repealed on October 2 of the fifth year after the enactment. Accordingly, the exemption created in 2016 for unsolicited proposals in Fla. Stat. §255.065(15) sunset on October 2, 2021. Our further research revealed that a bill (SPB 7050) to extend the exemption, was filed during the Florida Legislature's 2021 legislative session. This bill would have taken effect on October 1, 2021, and extended the exemption, but it was not enacted. Thus, Fla. Stat. §255.065(15) sunset on October 2, 2021.

Email Exchanges Between Feldman and the Town Clerk

Mr. Feldman also questioned the Town Clerk regarding whether there were notices⁵, agendas, minutes or audio recordings of the private meetings. The exemption does not require notices, an agenda, or minutes for private meetings; rather all that is required is that the meetings be recorded. In her response to Mr. Feldman, *the Town Clerk, advised Mr. Feldman that she was only able to locate three recordings of the eight private meetings*. The meetings were held in the Mirror Ballroom, not the Commission Chambers. *The Town Clerk explained that she set up the*

³ This is the Sunshine Law statute and constitutional provision.

⁴ This is the Public Records statute and constitutional provision.

⁵ The statute did not require the Town to provide notice to the public that such a meeting will take place.

ability to record those meetings using an iPad. She understood that all the meetings were recorded because she had set up the iPad for all private meetings, but that since she was not invited to attend these meetings, it was up to “staff” (the Town Manager) to start the recordings on the iPad.

Potential Sunshine Law Violations

Pursuant to the exemption contained in Fla. Stat. §255.065(15)(d)2 a., all private meetings wherein the unsolicited proposals were discussed must be recorded. The recordings become public records after the Commission provided its notice of the selection of an unsolicited proposal. Based upon the Town Clerk’s production of the recordings, the statutory requirement to record all private meetings was not met. Only three of the eight private meetings were recorded. The three recorded **private meetings** to discuss the unsolicited proposals were held on July 28, 2021, October 5, 2021, and October 13, 2021.

The exemption sunset on October 2, 2021. The Commission held private meetings on October 5 and 13, 2021, after the exemption sunset. At the October 5 private meeting, Forest and Creative Choice made presentations of their respective unsolicited proposals in the Mirror Ballroom. There was no public presentation of the two unsolicited proposals following this private meeting. On October 13, 2021, a private meeting of the Commission was held in the Mirror Ballroom, followed by a public meeting in the Commission Chambers.

October 13, 2021 Private Commission Meeting

The recording of this meeting reveals the Commission evaluated the unsolicited proposals of Forest and Creative Choice for purposes of selecting one of the two unsolicited proposals. Those commissioners present were then Mayor O’Rourke, Vice Mayor Glas-Castro, Commissioners Linden and Michaud. Town Manager D’Agostino and P-3 Consultant Don Delaney were also present. Commissioner Flaherty and Town Attorney Baird were not present.

During the meeting, a detailed discussion ensued comparing both developers. Creative Choice was recognized for focusing on a wellness center but lacked detailed development plans. Forest’s proposal contemplated a hotel, a boat storage building and the expansion of the marina. Some members expressed concern that Forest might market the marina as its own project, emphasizing the importance of preserving public access and the marina’s community identity. Forest’s proposal referred to supporting local businesses, parking needs, and it proposed underwriting launch slip costs and creating access opportunities for Lake Park residents. The Commission consensus was to select Forest, with direction to include the Creative Choice wellness component as part of the P-3. The Commission support for Forest was contingent on community access being preserved and the marina remaining available to the public. The Commission acknowledged that in public meeting, which was to immediately follow this private meeting, a formal selection and vote to select Forest would occur.

October 13, 2021 Public Commission Meeting

The minutes⁶ suggest there was little discussion by the Commission at the October 13, 2021, public meeting regarding the selection of Forest. The minutes confirm that the same commissioners along with Town Manager D'Agostino and P-3 Consultant Don Delaney attended the public meeting and that Commissioner Flaherty and Town Attorney Baird were not present. The minutes state that Mayor O'Rourke noted the difficulty the Commission faced in reaching a decision and explained that the consensus was that both presentations were impressive. Commissioner Linden made the motion to select Forest. The motion was seconded by Commissioner Michaud. The only discussion on the motion reflected in the minutes were comments from the commissioners of the high quality of the presentations regarding the two unsolicited proposals. After this discussion, the Commissioners voted 4-0 to select Forest.

Curing Sunshine Law Violations

If there were violations of the Sunshine Law, the caselaw we have examined indicates that it is possible to "cure" the violation. It should be noted, however, that there could not be a "cure" of the Sunshine Law violations for the Town Manager's failure to record five of the private meetings. We have presented below two examples of a "cure" for the violation of the Sunshine Law.

Florida law permits a "cure" for Sunshine Law violations if an independent final action occurs in the sunshine. However, only *a full, open meeting can cure a violation*. *Florida Citizens All., Inc. v. Sch. Bd. of Collier Cnty.*, 328 So. 3d 22, 29 (Fla. 2d DCA 2021). If challenged, the evidence before the court to sustain a cure of the violation must demonstrate that the Commission held a public meeting to discuss Forest's proposal and that there was a public meeting was a "*full, open meeting*" wherein the commission would presumably **fully discuss** its reasons for selecting Forest and there was an opportunity for the public to comment on the Commission's intended decision to select Forest. A court would likely consider the recording of the October 13 private and the discussions of the subsequent public meeting and compare the information regarding the two unsolicited proposals that was discussed at the private meeting and that which was presented at the public meeting to determine if there was a "full" discussion.

An example of a court's analysis occurred in *Sarasota Citizens for Responsible Gov't v. City of Sarasota*. In this case, the Florida Supreme Court determined that any violations of the Sunshine Law committed through private email exchanges were cured when "multiple proposals were discussed and rejected before one was finally approved" by a board after *four* public board meetings were held. 48 So. 3d 755, 762 (Fla. 2010). Contrast that with the actions in *Florida Citizens*, where a court held that a school board failed to cure a violation of a special textbook committee even after two subsequent open meetings occurred. 328 So. 3d at 29. In *Florida Citizens*, at the first meeting, the school board did not discuss the substance of the textbooks, and the school board's discussion

⁶ The Town Clerk has advised us that there is no longer a recording of the October 13, 2021 public meeting of the Commission.

lasted under thirty minutes when it approved all thirty-six recommended books. *Id.* At the second meeting, the school board considered objections filed as to six of the thirty-six textbooks that the school board previously approved and ended up rescinding only one of the approved books. *Id.* The court found that the two subsequent meetings failed to cure the Sunshine Law violations because a full and open hearing was not held on the approved books. *Id.*

Assuming the October 13, 2021, private meeting was not exempt from the Sunshine Law, the Commission's discussion of the two unsolicited proposals at the public meeting would have to have been sufficiently detailed to cure the violation. There is certainly a difference both in time and substance when comparing the Commission's discussion at the private meeting with its discussion at the public meeting. If challenged, a court would ultimately determine whether the discussion at the public meeting was a full and open discussion as compared to that which took place at the private meeting, and if so, if the violations were "cured."

Legal Challenges to Sunshine Violations

A violation of the Sunshine Law may be initiated by *any person*⁷ in the state of Florida. See Fla. Stat. §286.011(2). Accordingly, any person can challenge the Commission's decision to select Forest's unsolicited proposal. To prove the violation, that person would have to provide evidence that the Commission's decision to select Forest did not occur at **a full and open public meeting which included a discussion regarding the Commission's** reasons for selecting Forest to be the preferred P-3 developer. Because there is no longer a recording of the Commission's public meeting on October 13, 2021. The only memorialization of its public discussion is contained in the minutes of that meeting.

Consequences For Sunshine Law Violations

If a violation of the Sunshine Law occurred, and the violation was not cured, there could be consequences for the actions taken by the Commission and for those public officials who participated in the meeting where the Sunshine Law was violated, as discussed below:

First, the official actions taken by the Commission may be declared *void ab initio*⁸ or invalid. *Port Everglades Auth. v. Int'l Longshoremen's Ass'n, Local 1922-1*, 652 So. 2d 1169, 1170 (Fla. 4th DCA 1995); *Town of Palm Beach v. Gradison*, 296 So.2d 473, 477 (Fla.1974) ("[m]ere showing that the government in the sunshine law has been violated constitutes an irreparable public injury so that the ordinance is void *ab initio*."); *Spillis Candela & Partners, Inc. v. Centrust Savs. Bank*, 535 So.2d 694 (Fla. 3d DCA 1988) (upholding trial court determination that Dade County Board of Rules and Appeals violated Sunshine Law and invalidating the Board's resulting recommendation);

⁷ We note that this could include Mr. Feldman, but this seems unlikely.

⁸ This means from the beginning, such that the action was never valid.

Blackford v. School Bd. of Orange County, 375 So.2d 578 (Fla. 5th DCA 1979) (overturning school board decision to close school when its decision was made outside of public eye).

Here, a private meeting was held wherein the unsolicited proposal from Forest was discussed and compared with another unsolicited proposal after the Sunshine Law exemption sunset. We have not researched whether the Town could have justifiably relied on the exemption continuing because it started the P-3 process and scheduled the October 13, 2021, meeting **before** the statute sunset, but this seems like a tenuous argument. If a court were to find that the Commission's private decision was not cured by its discussion of the proposal at the subsequent public meeting, the Commission's decision to select Forest could be held to be void *ab initio*, or invalid. It could also be that the actions subsequently taken based upon the selection of Forest, such as entering into the Comprehensive Agreement and Ground Leases, would also be void or invalid.

Second, any public officer who violates the Sunshine Law can be convicted of a non-criminal infraction punishable by fine not exceeding \$500. See Flat Stat. §286.011(3)(a). *Third*, any Commissioner who *knowingly* violated §286.011 may be found guilty of a misdemeanor of the second degree, punishable by six months in jail, or a fine of \$500. *Id.* at (3)(b). We have not evaluated whether the commissioners who participated in the private meetings in 2021 after the exemption sunset could be found in violation of a noncriminal or convicted of a criminal violation of the Sunshine Law. We note that although Commissioner O'Rourke served as the Mayor in October of 2021. Sometime thereafter, he resigned from his office of mayor, but in 2025 he was elected as a commissioner. Similarly, Commissioner Linden was a commissioner during a portion of the relevant timeframe, subsequently resigned and was re-elected in 2025 as a commissioner. Mayor Michaud was a commissioner in October of 2021 and was subsequently elected as Mayor. Vice Mayor Gals Castro was not re-elected in 2025. Town Manager D'Agostino retired in September of 2024. We have not evaluated whether the public officials who may have violated the Sunshine Law could be sanctioned if they are no longer in office, or if they were subsequently elected to another office different from the office they held in 2021.

Finally, in the event a person files a lawsuit alleging a Sunshine Law violation, and is successful, that person may be entitled to recover his or her attorneys' fees and costs from the Town. See Fla. Stat. §286.011(4).

Conclusions

Florida Statute §255.065 (15) enacted an exemption from the Sunshine Law and Public Records Act pertaining to P-3 unsolicited proposals. This exemption from Sunshine Law *requires* that all private meetings be recorded. The Town does not have recordings of all the private meetings the Commission held wherein it discussed the unsolicited proposal made by Forest.

The exemption sunset on October 2, 2021. The statute did not contain any language that would indicate that the exemption ended October 2, 2021; rather this occurred because of another

legislative act⁹ mandating its sunset. It might be argued that having begun the statutorily exempt process before the exemption sunset, the Town was entitled to continue to rely on this exemption even after it sunset. It might also be argued that the Commission's subsequent discussion of the Forest unsolicited proposal at the October 13, 2021, public meeting "cured" the violation. Ultimately, however, a court would have to find such arguments persuasive based upon the evidence produced. Should a court determine that a Sunshine Law violation was proven, it is unlikely that there would be any criminal adjudication because there does not seem to be any evidence of anyone's intent to (1) not record the meetings, or (2) conduct a meeting that was known to be impermissible because the exemption had sunset. If proven, however, a court could find a non-criminal violation of the Sunshine Law and could hold the Commission's vote to select Forest on October 13, 2021, void *ab initio*.

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⁹ The Open Government Sunset Review Act requires the Legislature to review each public meeting exemption five years after enactment. The exemption contained in Fla. Stat. §255.065(15) (2016) was repealed effective October 2, 2021.

December 30, 2025

VIA ELECTRONIC DELIVERY

Mr. Richard Reade, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
rreade@lakeparkflorida.gov

**RE: Courtesy Notice of Complaint Filed by Forest Development P3 LPM, LLC
Against the Town of Lake Park (the “Town”) Regarding its Failure to Perform
Under that Certain Comprehensive Agreement Entered into by and between
the Town and Forest Development on August 2, 2023 (the “Comprehensive
Agreement”)**

Dear Town Manager Reade:

For the last six months, Peter Baytarian and Ray Graziotto have attempted in good faith to exercise their rights under an executed and approved Comprehensive Agreement that exists between the Town and Forest Development P3 LPM, LLC. Without waiving those rights, they have also met with you in good faith to address how that Agreement could be refined or amended to accommodate concerns raised this year by elected officials who might not have considered or voted on the Agreement. In light of the fact that you were not Town Manager at the time of the Agreement’s approval, we have also attempted to listen to you and navigate that fine line between incorporating your suggestions and not deviating from the letter and spirit of the original Public-Private Proposal (the “Proposal”), which served as the foundation for the Agreement and its contemplated development plan.

Unfortunately, your demands fail to appreciate our client’s legal rights under the existing Agreement, fail to consider the negative economic consequences associated with our client acceding to your demands; and, if accepted, would so deviate from the original Proposal as to vitiate the entire process that our client and the Town worked so hard to accomplish. It would also deprive the Town and its residents of an amazing amenity that would, as planned, serve as an economic and social catalyst for the Town’s responsible growth.

We have filed the attached Complaint with full recognition that, at first, it may not be received well by you and the Town. We want you to know, however, that we are not suing you for damages and are merely seeking a re-affirmation of our rights under the Agreement so that we can move forward as previously approved. If you disagree with our position, we will rely upon the court to address our competing positions.

Consistent with our past engagement with you in good faith, and should you wish to reciprocate, we are happy to re-engage with you and to do so under the auspices of a professional mediator. If that is not the path which you wish to take, rest assured we will continue to do whatever we can to exercise our rights without the unjustified interference which our clients have faced as they attempted to exercise their contractual rights under the Agreement.

Sincerely,



John K. Shubin
Liana M. Kozlowski
Hannah P. Stevenson
For the firm

cc: Thomas J. Baird, Town Attorney (tbaird@jonesfoster.com)
Peter Baytarian (peter@forestdevelopment.com)
Nadia DiTommaso, Community Dev. Director (nditommaso@lakeparkflorida.gov)
Lee Feldman (lfeldman@theeuclidgrp.com)
Raymond E. Graziotto (raymond@skholdings.com)
Larry Zabik (lzabik@zabikandassociates.com)

bcc: Town Mayor & Commission

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. _____

FOREST DEVELOPMENT P3 LPM, LLC, a
Florida limited liability company,

Plaintiff,

vs.

TOWN OF LAKE PARK, a Florida municipal
corporation,

Defendant.

_____ /

COMPLAINT

Plaintiff, Forest Development P3 LPM, LLC, a Florida limited liability company (“Forest Development” or “Plaintiff”), by and through undersigned counsel, sues Defendant, the Town of Lake Park, a Florida municipal corporation (the “Town” or “Defendant”), and states as follows:

INTRODUCTION

Forest Development brings this action for declaratory relief and specific performance as a means to enforce its rights and hold the Town accountable for its abrupt and unjustified departure from its obligation to perform under an executed and legally-binding agreement that governs the redevelopment of 12 acres of public waterfront property known as the Lake Park Harbor Marina (the “Marina” or the “Property”). Consistent with the Town’s stated vision for the redevelopment of the Marina, the agreement at issue (the “Comprehensive Agreement” or “Agreement”) was unanimously approved by the Town Commission and executed by the parties in 2023 following

the Town's selection of Forest Development's unsolicited proposal to expand and modernize the existing Marina and reactivate the Property with complimentary commercial uses (the "Project").

For two years following the approval and execution of the Comprehensive Agreement, the parties worked collaboratively under the framework of the Agreement and were aligned in their vision to modernize the Marina and introduce supportive mixed uses on the Property, including a new hotel, restaurant and retail business. That all changed in January of this year when the Town suddenly had a bout of seller's remorse that coincided with the start date of its new Town Manager, who has ignored the Town's contractual obligations and repeatedly sought to renegotiate the deal. Indeed, for months now, the Town has employed delay tactics and created obstacles aimed at financially burdening Forest Development and forcing it to renegotiate a fully-executed and approved Agreement. As part of its efforts, this new administration has also introduced a newly-contrived interpretation of the Comprehensive Agreement and has expressed opinions about the corresponding redevelopment plan that are at odds with the longstanding public support for the Project, which the Town continues to prominently feature and promote on its website.

Accordingly, Forest Development seeks relief from this Court to clarify and reaffirm the terms of the Comprehensive Agreement so that the Town is compelled to honor its obligation to reengage in this public-private partnership and authorize the processing of the local, state, and federal applications necessary for Forest Development to proceed with the redevelopment and revitalization of this important public Property.

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, Forest Development, is a Florida limited liability company with its principal place of business located in Palm Beach County, Florida.

2. Defendant Town of Lake Park is a municipal corporation organized under Florida law and is located in Palm Beach County.

3. This Court has jurisdiction over this matter pursuant to Section 26.012 and Chapter 86 of the Florida Statutes.

4. Venue is appropriate in Palm Beach County pursuant to Section 47.011 of the Florida Statutes because the Town and Forest Development are located in this County.

5. All conditions precedent to the filing of this action have occurred, have been performed by Plaintiff or have otherwise been fulfilled, or their performance has been excused or waived by the acts and/or omissions of the Defendant.

BACKGROUND FACTS

A. The Unsolicited Public-Private Proposal

6. In 2017, the Town introduced its Vision of Lake Park plan, which identifies the Marina as “one of the Town’s greatest yet most underutilized assets . . . [that] needs to be enhanced to bring value to the site to facilitate and motivate private development around the [M]arina.” *See* Town of Lake Park Federal Highway Mixed Use District Existing Conditions, Data and Parcel Analysis, attached hereto as **Exhibit A**. The vision also suggests using a public-private partnership to fund the repairs and improvements to the Marina.

7. In furtherance of the Town’s vision, and in accordance with Section 255.065, Florida Statutes, Forest Development submitted an unsolicited public-private proposal to the Town in January 2021 that set forth a mixed-use development Project conceived as the cornerstone of the Town’s long-term vision for the revitalization of the Marina.

8. The Town published public notice of Forest Development’s unsolicited proposal and received at least one other proposal for a project involving the redevelopment of the Marina.

See Public Notice attached hereto as **Exhibit B**. Between 2021 and 2023, the Town held three (3) Public-Private Partnership (“P3”) workshops to hear presentations and public comment on both Forest Development’s proposal and the competing proposal. Several public comments indicated broad support for Forest Development’s proposal. See November 16, 2022 Regular Commission Meeting Minutes attached hereto as **Exhibit C**.

9. Encompassing retail, office, restaurant, and hotel components, together with significant public infrastructure and Marina enhancements, the Project was designed to transform the waterfront into an attractive, economically vibrant, and publicly-accessible destination. The Project includes the expansion and modernization of the Marina’s boat slips, relocation and improvement of the public boat ramp, construction of a modern boat storage facility, and the addition of new pedestrian promenades, public spaces, and landscaping.

10. Collectively, these improvements seek to beautify the waterfront, enhance public access, and generate substantial new revenues for the Town through tourism, hospitality, local commerce, increased real estate taxes, and upfront payment of fees and rental income from Forest Development. It is the goal of the Forest Development team to elevate the Marina into the Town’s defining focal point—a landmark destination that embodies the Town’s stated goals for economic development, waterfront beautification, and public enjoyment.

B. The Comprehensive Agreement

11. On or about August 2, 2023, the Town adopted Resolution No. 48-07-23 directing the Mayor to execute the Comprehensive Agreement between the Town and Forest Development. See Resolution No. 48-07-23, attached hereto as **Exhibit D**.

12. On or about August 2, 2023, Forest Development and the Town entered into the Comprehensive Agreement for the development of the Marina. The Town knowingly entered into

the Agreement after being represented throughout the negotiation process by a third-party consultant with a demonstrated professional pedigree. The Agreement outlined both the Town and Forest Development's respective obligations and responsibilities throughout all phases of the Project's development. *See* Comprehensive Agreement, attached hereto as **Exhibit E**.

13. Under the Agreement, the Town retains fee ownership of the Marina, but grants Forest Development four (4) separate long-term, ninety-nine (99) year ground leases that allow Forest Development to finance, construct, operate, and maintain improvements on the Marina property for the ninety-nine (99) year term. The four (4) ground leases include a Hotel Component executed January 3, 2024; a Marina Restaurant Component executed May 15, 2024; a Public Marina Component executed May 15 2024; and a Boat Storage Component executed May 17, 2024 (collectively, the "Ground Leases").

14. In particular, Forest Development agreed to develop the Marina on the condition that the Town, as owner of the land on which the Marina sits, lend its support and full cooperation in acquiring all government approvals required to effectuate various components of the Project contemplated by the Agreement.

15. Due to the Town's fee ownership, the Agreement makes clear that the Town's cooperation is necessary and critical for the development and completion of the Project. *See* Article 39 to the Agreement ("It is the intent and agreement of the parties that they ***shall cooperate with each other in good faith*** to effectuate the purposes and intent of, and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement . . .") (emphasis added).

16. As part of its duties, the Town is required to aid in the removal of certain deed restrictions that must be released at the state level before the Project can move forward.

17. Specifically, the Comprehensive Agreement acknowledges that the Marina is burdened with at least ten (10) prior vesting deeds for the parcels containing certain reverter clauses, easements, Trustees of the Internal Improvement Trust Fund (“TIITF”) restrictions, a breakwater easement, and other restrictions (collectively the “Deed Restrictions and Reverter Clauses”).

18. From 2021 to 2024, Forest Development and the Town worked in tandem to begin the initial phase of the Project, including, but not limited to, submitting site plan applications, participating in public workshops, and submitting various permits for the Marina and Ground Leases.

19. Forest Development diligently performed its obligations under the Comprehensive Agreement, including incurring significant expenditures to advance and implement the Project. However, much to Forest Development’s dismay, the Town’s cooperation and responsiveness began to change drastically in January 2025—curiously, the same month Richard J. Reade formally assumed the role of Town Manager following his selection in October 2024 and approval of his employment agreement in November 2024 (the “Town Manager”). *See* Resolution 95-11-24, attached hereto as **Exhibit F**.

20. As Forest Development sought to advance the application with the state to obtain the removal of the Deed Restrictions and Reverter Clauses, the Town began to express hesitancy. Importantly, and under the Comprehensive Agreement, in order to receive clear title for site plan approval, the Deed Restrictions and Reverter Clauses must be removed from the Marina Property and the parties expressly committed to making good-faith efforts to carry out that removal.

21. What started off as delayed responses to email communications and unanswered phone calls, culminated in the Town's outright refusal to assist in the removal of the Deed Restrictions and Reverter Clauses as required by the Agreement.

22. It is now clear to Forest Development that the Town's unwillingness to perform under the Agreement stems from its desire to renegotiate the terms of the Agreement, despite having enthusiastically entered into the binding contract more than two years ago.

23. The Town admits as much in an October 22, 2025 staff report in which town staff stated that the Town's P3 Project staff/attorney "is working to provide the developer with proposed changes to the existing Comprehensive Agreement so that it is more favorable to the Town, including longer-term financial contributions to the Town. . .". (the "Staff Report"). *See* Staff Report, attached hereto as **Exhibit G**.

24. Despite Forest Development's continued efforts to advance the Project, the Town refuses to satisfy its obligations under the Agreement, leaving the Project stalled.

C. Release of the Deed Restrictions and Reverter Clauses

25. Under the Agreement, three of the four Ground Leases require Forest Development to submit for site plan approval within 90 days of the latter of (i) the Title Cleared Date or (ii) the Planned Unit Development Master Plan Approval Date (the "PUD").

26. Notably, obtaining approval of the PUD Master Plan serves as an alternative option for site plan approval. The Critical Path—a project timeline incorporated as an exhibit to the Comprehensive Agreement—provides that "[Forest Development] shall submit a PUD application with an accompanying Master Plan for the Project within 120 days of the last of the Ground Lease Execution Date for all of the Components". Forest Development's quarterly reports indicate that it initially submitted the PUD and Master Plan to the Town on December 20, 2023, prior to the

execution of the Ground Leases. Forest Development then resubmitted the Master Plan at the end of June 2025. However, to date, the Town has still not approved the Master Plan, leaving that option unavailable. As such, receiving clear title is the only viable path forward.

27. In order to receive clear title for site plan approval, the Deed Restrictions and Reverter Clauses **must** be removed from the Marina Property. To that end, the Town and Forest Development agreed to “work to resolve the Deed Restrictions and Reverter Clauses using best efforts within 180 days from the Effective Date.” *See* Comprehensive Agreement Exhibit B, attached hereto as **Exhibit E**. The Critical Path exhibit further states that “the date that the Deed Restrictions and Reverter Clauses are resolved to Developer’s reasonable satisfaction shall be referred to as the ‘Title Cleared Date’”. *See id.*

28. To move forward with the redevelopment and allow Forest Development (the “tenant” under the Ground Leases) to actually build and operate what the Ground Leases contemplated, an appraisal was done to determine the value impact of removing those Deed Restrictions and Reverter Clauses.

29. In 2024, the first appraisal was completed for the removal of the Deed Restrictions and Reverter Clauses to allow for development of the Marina to effectuate Forest Development’s lease (the “**First Appraisal**”). The First Appraisal resulted in a letter and appraisal from the Department of Environmental Protection (“**FDEP**”) and the TIITF indicating that the cost for inclusion of the uses designated to the Marina would be \$600,000. In order to move forward with the Project, ***but not required under the Agreement***, Forest Development agreed to pay the \$600,000 as a solution to any stall the appraisal caused (the “**Suggested Solution**”).

30. On June 4, 2025, Forest Development sent an email to the Town detailing the Suggested Solution and recommending that the Town advise FDEP and TIITF of Forest

Development's intent to move forward based upon the Suggested Solution. *See* June 4, 2025 Email, attached hereto as **Exhibit H**. In fact, in that same email Forest Development presented suggested language for the Town to send to FDEP and TIITF explaining the Suggested Solution and Forest Development's intent to move forward. *Id.*

31. As Forest Development continued to fulfill its obligations and, in fact, go above and beyond to begin the next phase of the Project, the same level of cooperation was expected of the Town and required under the Agreement. This is especially true where the Agreement acknowledged that the Marina Property was burdened by the Deed Restrictions and Reverter Clauses, and that the Town would specifically aid in having those burdens removed for the Project to proceed.

32. Indeed, the following provisions of the Agreement (the "Good Faith Provisions") clearly and unambiguously require the Town to aid in the removal of the Deed Restrictions and Reverter Clauses:

a. Article 8. Government Approvals.

8.1 Government Approvals. As soon as practicable, the Developer shall submit to the Town for its review and approval, all copies of all applications necessary to develop each Component of the Project as may be required by all Governmental Authorities. ***The Town as the owner of the Property hereby agrees to execute and deliver to the Developer, all authorizations to submit applications to facilitate the Developer's obtaining all necessary Government Approvals to develop the Project.*** If this Agreement is terminated, Developer shall withdraw all of its pending applications to Governmental Authorities with respect to its applications for Governmental Approvals, and to terminate all agreements which have been entered into for the purposes of the development of the Project. This obligation shall survive termination of this Agreement.

8.2 Reverter Clauses. ***The Developer and the Town shall work together to obtain any necessary approvals from the Trustees of the Internal Improvement Fund to release and/or revise the Reverter Clauses*** described herein below to allow for the development of any or all parcels for any of the Components within the Project which are subject to said

Reverter Clauses. There are at least ten (10) prior vesting deeds for the Parcels containing certain Reverter clauses, easements, Trustees of the Internal Improvement Fund (“TIIF”) restrictions, a breakwater easement and other restrictions (collectively the “**Deed Restrictions and Reverter Clauses**”). For illustrative purposes only, the Deed Restrictions and Reverter Clauses are shown on the Overlay Plan attached hereto as **Exhibit D**. *The Town, as fee simple owner, has agreed to work diligently with the Developer and the Developer's professionals to be engaged to resolve the Deed Restrictions and Reverter Clauses. The Town, the Developer, and the Developer's professionals will work cooperatively to obtain deletions and/or modifications of the Deed Restrictions and Reverter Clauses* with the State of Florida, the Department of Environmental Protection, and TIIF to release and remove the Deed Restrictions and Reverter Clauses to allow the development of the Project, in compliance with this Agreement, and without violating and/or triggering the Deed Restrictions and Reverter Clauses. Developer shall direct the Developer's professionals it engages for this task to cooperate with and assist the Town in the Parties’ efforts to remove, terminate, and modify the Deed Restrictions and Reverter Clauses as may be required to construct the Project. Any and all of the commencement dates contemplated in this Agreement, including, but not limited to, any obligations of the Developer reference in the Critical Path and the commencement of the Ground Lease, *shall not start until the earlier* of (i) the date of the modification or termination of the Deed Restrictions and Reverter Clauses to the Town and Developer's reasonable satisfaction, or (ii) the date that the Developer notifies the Town that it intends to proceed with the Project even if the Deed Restrictions and Reverter Clauses are not fully terminated (the “**Commencement Date**”). In the event the Deed Restrictions and Reverter Clauses cannot be terminated to the satisfaction of either Party, then Developer shall have the right to seek amendments to this Agreement in accordance with Article 39 herein, including, but not limited to, modifying the timeline for the development of one or more of the Components referenced in the Critical Path. Notwithstanding anything to the contrary contained herein, the Parties hereby agree and acknowledge that if a certain Component of the Project cannot be developed due to the Deed Restrictions and Reverter Clauses, it is the intent of the Parties to exercise reasonable efforts to proceed with the remaining Components of the Project as contemplated by this Agreement.

(emphasis added).

b. Article 10. Project Timeline/Critical Path.

Critical Path.

...

(d) *The Town shall cooperate with the Developer in processing all necessary Government Approvals, including removal of Deed Restrictions and Reverter Clauses on subject parcels to be issued by the Town, and to the extent necessary support the Developer's application to other applicable Governmental Authorities. The Parties recognize that certain Government Approvals may require the Town to take certain governmental actions.*

(emphasis added).

c. Article 14. Town Obligations.

In connection with this Agreement and the Project, *the Town has agreed to:*

(a) *As more fully set forth in Article 8.2., work with the Developer to cause the release, removal, and/or modification of the Deed Restrictions and Reverter Clauses so that the development of the Project as contemplated herein will not violate nor trigger any of the Deed Restrictions and Reverter Clauses;*

(b) *Authorize the Developer to submit applications on behalf of the Town and take necessary actions on behalf of the Town, with the Town Commission's consent and approval, to address the Deed Restrictions and Reverter Clauses;*

(c) *Use its best efforts to facilitate an expeditious review of all permits and applications required by the Town;*

(d) *Provide Developer with copies of existing leases, contracts, employment contracts, the collective bargaining agreements of the Marina employees and members, and other contracts and agreement pertaining to the operations of the Marina that are currently in effect;*

(e) *Exercise best efforts to provide resources to advocate at the state, local, and federal levels for policies, programs, and funding that may benefit and support the Project; and*

(f) *Use its best efforts to render the Development Order(s) for the Project.*

In the event that the Town Commission fails to render a Development Order(s) for any Component of the Project, the Developer and the Town shall exercise reasonable efforts to amend this Agreement in accordance with Article 39.

(emphasis added).

d. Article 39. Further Assurances.

The parties to this Agreement have *negotiated in good faith*. It is the intent and agreement of the parties that they *shall cooperate with each other in good faith* to effectuate the purposes and intent of, and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties *shall execute such further documents and amendments as may be reasonably necessary to effectuate the provisions of this Agreement, including, but not limited to, this Agreement, the Critical Path, and the Ground Leases*, provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the Town's police power or actions of the Town when acting in a quasi-judicial capacity.

(emphasis added).

33. Given the Suggested Solution, and in reliance of the Good Faith Provisions, in 2024, Forest Development requested that the Town, as the owner of the Marina Property, submit an application seeking the removal of the Deed Restrictions and Reverter Clauses (the “Removal Application”) to the TIITF, the board with the authority to do so.

34. The Town submitted the Removal Application to TIITF and the Removal Application was placed on TIITF’s September 16, 2025 agenda for consideration for the upcoming meeting.

D. The Town Improperly Delays the Consideration of the Removal Application

35. Subsequent to the Town’s submission of the Removal Application, on June 6, 2025, the Town suddenly and inexplicably raised the idea of issuing a new Request for Qualifications procurement process to further assess Forest Development’s financial qualifications to complete the Project (the “RFQ”). See June 6, 2025 Email Communication from Town attached hereto as **Exhibit I**.

36. In the June 6, 2025 email, the Town explained that “prior to moving forward regarding the path forward with the State on the deed restrictions and possibly requesting a third

appraisal, or to possibly see if there is an opportunity to segregate the uses within the Marina that are in conflict with the deed restrictions into an unrestricted area, we are intending to issue a Request for Qualifications (RFQ).” *See id.*

37. In the same email, the Town communicated that Forest Development would now be expected to also cover the extra expenses of the RFQ process, effectively adding a financial obligation to Forest Development—an obligation that was not in the Agreement. *See id.*

38. The Town’s June 6, 2025 email provided, in relevant part, that

“[T]o ensure that the Forest team is aware that prior to moving forward regarding the path forward with the State on the deed restrictions and possibly requesting a third (3rd) appraisal, or to possibly see if there is an opportunity to segregate the uses within the Marina that are in conflict with the deed restrictions into an unrestricted area, we are intending to issue a Request for Qualifications.”

...

“Understanding that these costs are yet to be determined, it is our expectation that these additional services and costs will be reimbursed by Forest Development.”

(emphasis added).

39. The Town’s stated intent for the RFQ was to “bring onboard a Marina/Coastal Engineering firm and an Economist/Market Analyst with financial planning and fiscal impact experience, and possibly a Planning Consultant who is experienced with large scale Marina P3 redevelopment initiatives to complement our existing staff.” *See id.*

40. The Town also stated in its June 6th email that this additional and unilateral condition is “being done to ensure that the Town gathers a strong, complementary team of professionals to confirm the proposed uses and components will ***best serve the Town’s financial goals . . .***” *See id.* (emphasis added).

41. Further confirming the true motive for the RFQ, in the October 2025 Staff Report, Town staff stated that because the Town has not been able to work through the financial issues

with Forest Development during meetings or discussions, the Town is “proceeding with a full review of the Comprehensive Agreement to ensure that [the Town] [has] an agreement that, if agreed upon by both parties, would be *more fair to the Town than what is currently in place.*” *Id.* (emphasis added).

42. Importantly, there is not a single provision within the Agreement that authorizes, requires, or even contemplates this additional RFQ review process or the imposition of any associated financial obligation on Forest Development.

43. Despite the Town’s indication that it would issue an RFQ, the Town never actually proceeded with a formal RFQ to obtain services to review the Agreement. Instead, on November 5, 2025, the Town engaged the services of a real estate appraiser to assist in making/identifying an appropriate and fair financial determination for the Town’s property that is included within the Project (the “Marina Valuation”). Town staff estimated that this review would take three (3) months. *See id.* (“We anticipate the RFQ solicitation and award process can take up to 60 days and that the implementation of the scope of services can then take approximately 90 days.”). This review process has and will cause significant delays in Forest Development’s ability to carry out the Ground Leases pursuant to the Agreement.

44. To condition the consideration of the Removal Application on the completion of the Marina Valuation is wholly antithetical to the Agreement and the Good Faith Provisions. *See* Comprehensive Agreement **Exhibit E** ¶ Article 10 (“*The Town shall cooperate* with the Developer in processing all necessary Government Approvals, including *removal of Deed Restrictions and Reverter Clauses on subject parcels to be issued by the Town*, and to the extent necessary *support the Developer’s application to other applicable Governmental Authorities . . .*”); *but see*, Staff Report **Exhibit G** (Town staff stating that it is “working to provide the

developer with proposed changes to the existing Comprehensive Agreement *so that it is more favorable to the Town, including longer-term financial contributions to the Town*”) (emphasis added).

45. In addition to using the Marina Valuation as a delay tactic to prevent the consideration of the Removal Application, the Town then committed another act of blatant defiance.

46. On August 6, 2025, the Town Commission voted to formally submit a request to postpone TIITF’s review of the Town’s Removal Application until the December 16, 2025 Meeting of the Governor & Cabinet.

47. However, causing even further delay, on October 22, 2025 Town staff advised the Town Commission that “a request to amend and/or terminate the deed restrictions will not be included within the December 2025 Governor and Cabinet meeting (deadline was October 13, 2025) and this will need to move into 2026 (next available meeting will be in March 2026 with an advance deadline of around mid-January 2026).” *See* Staff Report, attached hereto as **Exhibit G**.

48. The Town’s unilateral decision to delay TIITF’s consideration of the Removal Application, which effectively delays TIITF’s review of the Removal Application until at least March 2026, is a clear, material breach of the Good Faith Provisions in the Agreement.

49. Importantly, the delay in the Removal Application process has created a cascading effect that is now slowing other projects and applications, all stemming from the Town’s confusion.

50. Simultaneously with the Removal Application, Forest Development and the Town, together as the “applicant”, applied to the FDEP to obtain an Environmental Resource Permit for the Property. On October 24, 2024, the FDEP requested additional information (the “RAI”). Forest Development, through its expert engineers, prepared a response to the RAI and submitted it to the

Town for its concurrence on July 14, 2025. After several requests, the Town never provided any comments to Forest Development regarding the RAI. *See* Rule 62-330.060, Florida Administrative Code, attached hereto as **Exhibit J** (noting that applicant is required to submit a response to an RAI for the application to be considered complete for processing by the Florida Department of Environmental Protection or relevant Water Management District). On November 24, 2025, FDEP stated that since there was no response to the RAI, that the application would need to be withdrawn or, in the alternative, it would be denied by FDEP.

51. On December 1, 2025, the Town Manager wrote to FDEP, “[a]t this time, the Town Commission has only made a decision to pause our request regarding a change to the current deed restrictions; and, as a result, has not made a determination to not proceed forward with requesting a change in the current deed restrictions.” *See* December 1, 2025 Email Correspondence from the Town, attached hereto as **Exhibit K**.

52. This conduct evidences a continued refusal by the Town to participate in the good faith cooperation required by the Agreement; causing delays to the Project in more ways than just its refusal to authorize the Removal Application; the Town’s ongoing confusion about the process—particularly its failure to understand that the Removal Application is a separate and distinct action from the Environmental Resource Permit—has now resulted in delays of entirely different permits as well.

53. The Town’s fundamental misunderstanding of the Agreement and associated processes effectively delays TTIF’s review of the Removal Application until March 2026—but likely even further due to the three (3) month Marina Valuation.

E. Forest Development Provides Notice of Material Breach and the Town's Continued Harmful Behavior

54. On August 13, 2025, pursuant to Section 17.4 of the Agreement, Forest Development sent the Town a notice regarding its obligations to perform under the Agreement and the Town's potential breach ("Notice of Breach"). *See* August 13, 2025 Notice of Breach Letter, attached hereto as **Exhibit L** (Under Section 17.4 of the Agreement, the Developer is required to provide the Town with written notice if the Town "fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by the Town . . .").

55. The Notice of Breach detailed to the Town that, if left uncured, the "Town Commission's actions on August 6th constitute a material violation of the Agreement." The Notice of Breach also informed the Town that its 30-day cure period expired on September 12, 2025. *Id.* It was Forest Development's hope that the Town would see reason and cure its breach ahead of the September 16, 2025 meeting of the TIITF.

56. On August 28, 2025, the Town responded to Forest Development's Notice of Breach, alleging that "it is the Developer's failure to diligently perform that rendered the Agreement unworkable and necessitated postponement of the TIITF submittal." (the "Town's Response"). *See* August 28, 2025 Town Response Letter, attached hereto as **Exhibit M**. The baseless accusations of Forest Development's supposed breaches outlined in the Town's Response were nothing more than a pathetic attempt to combat the fact that the Town is in material breach.

57. On September 3, 2025, Forest Development replied to the Town's Response, again urging the Town "to comply with its obligations under the Comprehensive Agreement and cure its material breach of the Agreement no later than September 12th . . ." *See* September 3, 2025 Letter, attached hereto as **Exhibit N**. Additionally, Forest Development responded to the Town's

unfounded allegations of the various breaches above, to “assure the Town and the community that the Developer remains fully compliant and intends to continue its performance under the Agreement.” *Id.*

58. Rather than cooperate and fulfill its obligations under the Good Faith Provisions, the Town instead decided to double down and continue its obstructionist campaign.

59. On August 18, 2025, Town Manager Richard Reade formally requested that the FDEP and TIITF postpone TIITF’s review of the Town’s Application by three months, until the December 16, 2025 Meeting of the Governor & Cabinet. *See* Letter from the Town, attached hereto as **Exhibit O** (“[T]he Town of Lake Park is requesting that this item be postponed until the December 16, 2025 meeting.”).

60. The Town’s effort to delay the TIITF’s consideration of the Removal Application has now created a cascading delay, culminating in the Town’s failure to meet the deadline for the December 2025 Governor and Cabinet meeting.

61. Additionally, based upon the estimated completion of the Marina Valuation being three (3) months, it is likely that the Marina Valuation will not be complete by the January 2026 deadline for the March 2026 Governor and Cabinet meeting, causing even further delay to the Project.

62. The Town’s unilateral decision to delay the TIITF’s consideration of the Removal Application until *at least* March 2026, is a clear, material breach of the Good Faith Provisions in the Agreement.

COUNT I – DECLARATORY AND EXPEDITED RELIEF

63. The allegations set forth in paragraphs 1 through 62 are hereby incorporated into this Count.

64. This is an action for declaratory relief pursuant to Chapter 86 of the Florida Statutes. Under Section 86.021 of the Florida Statutes and well-settled Florida law, any person whose rights, status, or other equitable or legal relations are affected by a statute, municipal ordinance, or contract may have determined any question of construction or validity arising under such statute, ordinance, or contract, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

65. Forest Development and the Town are parties to the Comprehensive Agreement, dated on or about August 2, 2023.

66. Forest Development contends that, pursuant to the Good Faith Provisions of the Agreement, the Town was obligated to submit the required Removal Application requesting removal of the Deed Restrictions and Reverter Clauses necessary for the Developer to proceed with the Project. *See* Comprehensive Agreement **Exhibit E** (Articles 8.1-8.2, 10, 14, and 39 expressly define the Town's obligations including the obligation to prepare and submit the request for removal of the Deed Restrictions and Reverter Clauses).

67. The Town's interests are adverse and antagonistic to Forest Development because the Town has refused to perform its obligations under the Agreement and denies that it is required to comply, notwithstanding Forest Development's demand for performance. Through its actions and stated intentions, the Town has made clear that it now disagrees with and does not adhere to the interpretation of the Agreement that both parties shared and applied at the time the Agreement was executed, and that is consistent with Forest Development's interpretation.

68. Forest Development is legally entitled to seek declaratory relief through this action. Forest Development has a *bona fide*, actual, and present practical need for a declaration by this Court that the Town has materially breached the Agreement by refusing to perform its contractual

obligations, stalling the Project and creating a present dispute requiring judicial interpretation of the Agreement.

69. There is a presently ascertainable set of facts and present controversy for this Court to resolve. Forest Development and the Town have antagonistic and adverse interests in the subject matter of this controversy. The antagonistic and adverse interests relative to this controversy are all before this Court.

70. The declaration is sought by Forest Development from this Court not to obtain legal advice, but to obtain a declaration of its rights relating to the Agreement.

71. Accordingly, Plaintiff is entitled to a declaration that the Town is obligated to submit the Removal Application to TIITF, requesting removal of certain deed restrictions and reverter clauses necessary for the Developer to proceed with the Project.

72. Furthermore, pursuant to Section 86.111, Florida Statutes, this Court has the authority to order a speedy hearing of an action for declaratory judgment and may advance the case on the Court's calendar. Because the Agreement calls for strict contractual milestones and deadlines, Forest Development respectfully requests the Court to exercise its authority under Section 86.111 to order a prompt and expedited hearing on this action so that the parties' respective rights and obligations may be determined by the Court without jeopardizing the Project's schedule.

WHEREFORE, Plaintiff respectfully requests this Court, on an expedited basis, to enter an order (i) declaring the Town was obligated to complete the Removal Application, and the Town's failure to do so constitutes a material breach under the Agreement, (ii) awarding Plaintiff's reasonable attorney's fees and costs pursuant to Article 17.4 of the Comprehensive Agreement and Section 57.105, Florida Statutes, and (iii) granting any other relief the Court deems appropriate.

COUNT II – SPECIFIC PERFORMANCE

73. The allegations set forth in paragraphs 1 through 62 are hereby incorporated into this Count.

74. Having sought a declaration of the Town's obligations under the Comprehensive Agreement in Count I, Forest Development also seeks specific performance to require the Town to perform its contractual obligations as declared.

75. A valid and enforceable Agreement exists between the parties concerning the redevelopment of the Marina property. In reliance on the Agreement, Forest Development has already expended hundreds of thousands of dollars toward project-related costs.

76. The Agreement concerns specific performance obligations tied to unique real property interests, and monetary damages would be inadequate to address the Town's refusal to carry out its contractual duties. Just as importantly, because the Agreement concerns a unique parcel of real property and the Town has refused to perform its obligations, Forest Development lacks an adequate remedy at law to require the Town to honor its obligations and is therefore entitled to specific performance. Specific performance is therefore required to enforce the Town's obligations under the Agreement.

77. Forest Development has performed under the Agreement and continues to remain ready, willing, and able to perform its obligations under the Agreement. *See* September 3, 2025 Letter, attached hereto as **Exhibit N** (Forest Development stating that it remains fully compliant and intends to continue its performance under the Agreement).

78. While the Town did submit the initial Removal Application, it subsequently postponed and has stalled the consideration of the Removal Application process despite its contractual obligation under Articles 8.1-8.2, 10, 14 and 39 of the Agreement.

79. Forest Development is entitled to the consideration of the Removal Application so that clear title can be obtained and the Project can proceed. The projected profits from the completion of the Project would vastly exceed any actual expenses incurred by Forest Development, but are too attenuated to properly calculate. As such, specific performance is the only viable remedy.

WHEREFORE, Plaintiff respectfully requests this Court to enter an order (i) compelling the Town to allow the TTITF to consider and approve the Removal Application in accordance with its obligations under the Agreement, (ii) reinstating the Environmental Resources Permit with FDEP, (ii) awarding Plaintiff's reasonable attorney's fees and costs pursuant to Article 17.4 of the Agreement and Section 57.105, Florida Statutes, and (iii) granting any other relief the Court deems appropriate.

CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests the Court to (i) declare the parties' rights and obligations under the Agreement, (ii) compel the Town to specifically perform its duties pursuant to the Agreement by completing and advancing the Removal Application through the approval process, and (iii) award Plaintiff reasonable attorney's fees and costs pursuant to Article 17.4 of the Agreement and Section 57.105, Florida Statutes, together with such further relief as the Court deems just and appropriate.

Dated December 29, 2025.

Respectfully Submitted,

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EXHIBIT A

Town of Lake Park
Federal Highway Mixed Use District
Existing Conditions, Data and Parcel Analysis

FINAL REPORT
8/10/17



This report was prepared for the Town of Lake Park by:
Redevelopment Management Associates

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Figure 1.1 Study Area

Introduction

The Town of Lake Park is interested in developing Mixed Use Districts for the Federal Highway corridor. The study area (Figure 1.1) incorporates the east and west side of Federal Highway between Silver Beach Road (to the south), Palmetto Drive (to the north), 2nd Street (to the west) and Lake Shore Drive (to the east). The Town has recently adopted changes to the Comprehensive Plan for the east side of the corridor to establish the Federal Highway/Intracoastal Mixed Use District (Figure 1.2). For the west side, the Town would also like to amend the Comprehensive Plan to establish an additional mixed use district. Both sides of the corridor require the creation of land development regulations. The Town of Lake Park has requested RMA to complete the necessary Comprehensive Plan Amendments for the west and the land development regulations for both the west and the east. In addition, the Town has requested RMA to review the adopted comprehensive plan amendment application for the east to determine any updates that may be needed for consistency with the proposed comprehensive plan amendment for the west, including but not limited to, the densities and intensities of the residential and commercial development.

This report is a summary of the existing conditions, data and parcel analysis portion of RMA's scope of services for the Federal Highway Comprehensive Plan Amendments and Land Development Regulations. The analysis begins with an overview of the background data and previous studies, followed by the market analysis, existing entitlements analysis, the proposed recommendations for implementing the established vision for the redevelopment of the corridor, Basket of Rights concept and tools for preserving historic structures within the study area.

Background Analysis

The first part of the background analysis is an overview of the current land uses within the study area, the intent of the mixed use district and the two types of approaches for distributing development entitlements. The second part is an overview of the proposed Federal Hwy (US 1) corridor improvements in the Village of North Palm Beach, which are evaluated to understand the connectivity between the two Towns.

Market Analysis

The market analysis will provide a realistic assessment of the area's economic development potential and an overview of the constraints and opportunities influencing the five drivers of economic development: Land, Labor, Capital, Markets, Regulation.

RMA's review of demographic and lifestyle data, along with real estate information, housing conditions, labor market, business types, spending potential and other economic data points will enable the team to develop potential build-out scenarios that the market can support, including demand analysis for residential and commercial development that will inform the recommendations the team will make regarding zoning and comprehensive plan changes.

Existing Entitlements Analysis

The existing entitlements analysis is an overview of the entitlements for both the east and west side of Federal Hwy under the previous and existing Future Land Use categories in the study area. This analysis will inform the team if there are currently enough entitlements within the area to build what the market can support.

The Vision

Once the team has an understanding of the current regulations, previous studies, what the market can support, and whether there are enough entitlements to build the market potential, the team begins to craft the recommendations for implementing the established vision (Part 4) for the redevelopment of the study area.

The vision established by the Town for the Mixed Use District is to encourage infill, redevelopment, and streetscape improvements along the Federal Highway Corridor and to achieve the following:

- Sense of place
- Physical and functional integration from west side of Federal Highway to Lake Shore Drive
- Enhanced pedestrian, bicycle and vehicular accessibility and connectivity (Complete Streets Vision and Design)
- Overall development pattern that is compatible with surrounding neighborhoods and enhances character of the community
- Preservation of potentially historic resources
- Enhanced existing public spaces, waterfront and marina
- Diversify the Town's tax base to better position the Town in the future, in its ability to provide services to its residents

To implement the recommendations, an analysis of the public realm, which includes the study area's parks and streets, is conducted. This analysis will identify both constraints and opportunities for improvements, infrastructure needs and projects, and potential sources of grants to implement the improvements.

The next step is to analyze the existing development pattern and the appropriate pattern for future growth to ensure quality of life and neighborhood compatibility. After understanding the potential improvements to the public realm and appropriate development patterns, the master plan is created. The master plan is a guide for future development and provides recommendations for specific areas within the District.

Basket of Rights

The team conducts a buildout analysis to understand the actual capacity for development in the District (based on the master plan) and necessary changes to density and intensity to encourage future development that is consistent with the established vision.

Transfer of Development Rights Analysis

The Town requested RMA to analyze the possibility and feasibility of establishing a transfer of development rights program whereby properties on the west side of Federal Hwy can sell/transfer development rights to properties on the east side.

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Part 1: Background Analysis

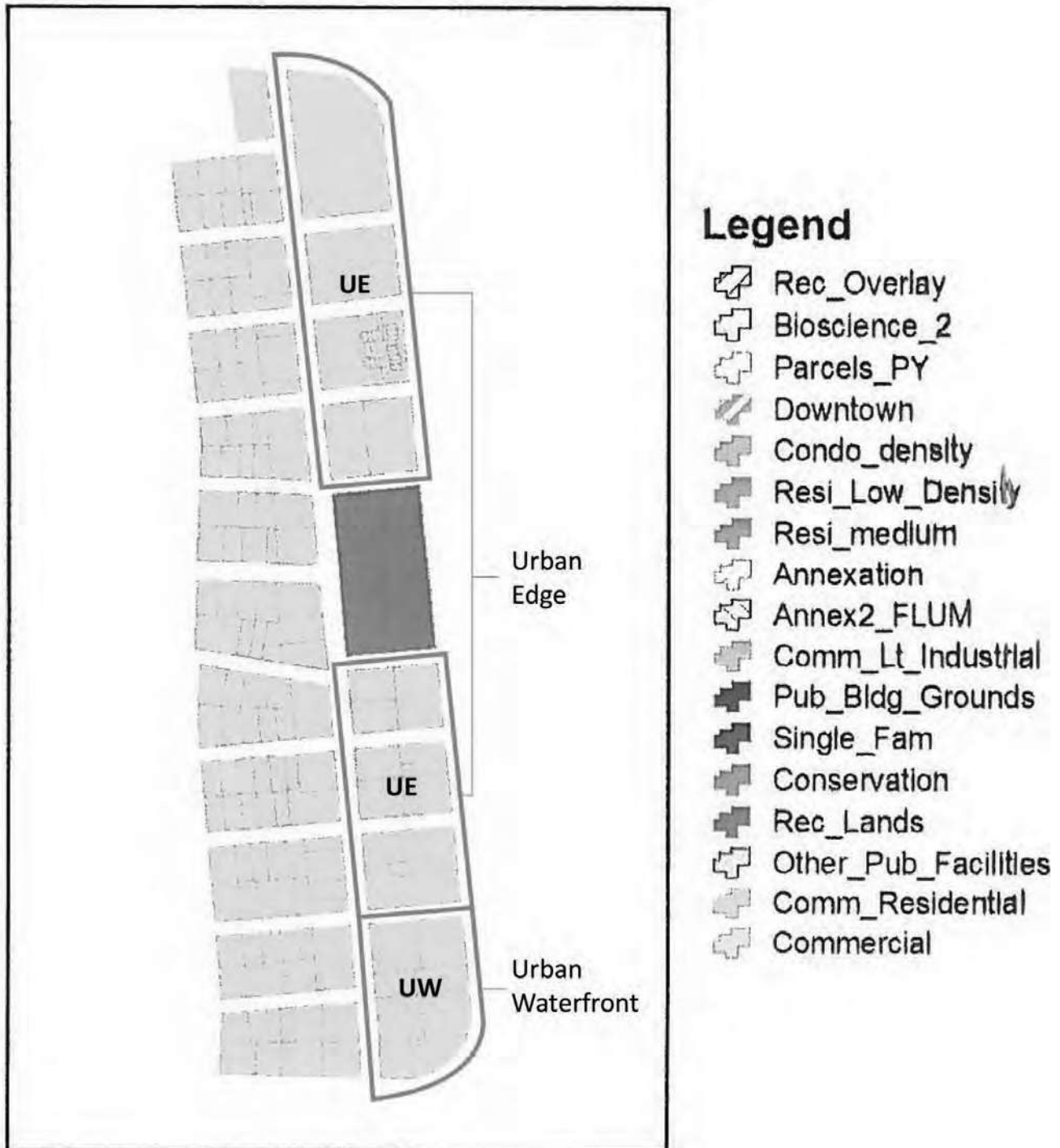
Comprehensive Plan Amendments

The mixed use land use concept was first adopted in the Town of Lake Park's Comprehensive Plan in 2008 as part of the Evaluation and Appraisal Report (EAR) based amendments with the introduction of the Commercial/Residential land use category. The goals, objectives and policies for the mixed use land use category state that the zoning to be adopted to implement the mixed use land use category should promote vertically and horizontally integrated mixed use development and redevelopment that is designed to be compatible with the surrounding residential neighborhoods and commercial areas and create a pedestrian friendly environment. It was intended that redevelopment regulations for the mixed use areas would facilitate both economic development and historic preservation. The density and intensity for the mixed use land use category was set at 20 dwelling units per acre (du/ac) and a commercial floor area ratio (FAR) of 2.5. This category was applied to both the east and west side of the Federal Hwy. Corridor in the study area.

Several factors worked against implementation of the new district. Unfortunately, 2008 was the height of the recession. It is likely that no amount of redevelopment potential within this new mixed use district would have stimulated redevelopment between 2008 and 2011. A specific set of zoning regulations was never adopted to implement the mixed use land use category so any Applicant seeking to build a mixed use project would have been required to rezone to PUD. The PUD zoning code has a 50-foot height limit which equates to a 4 to 5 story building so significant redevelopment was constrained by existing regulations. After 2011, the economy started recovering but Lake Park still did not see significant redevelopment projects in the established mixed use district. Shortly thereafter, the Town launched a new planning effort to determine if the structure of the mixed use district was too restrictive to entice developers to Lake Park and to begin to think about creating more flexible zoning regulations to implement the vision for the study area.

The Federal Highway/Intracoastal Mixed Use land use category was adopted in June of 2017 in response to this planning effort. It divided the east side of Federal Hwy. into two sub-districts (Urban Edge and Urban Waterfront) and the density and intensity was increased to 60-80 du/ac and a nonresidential FAR of 4.0-6.0 depending on the subdistrict. A summary of the total entitlements created based on these two density/intensity scenarios is presented in Part 3: Existing Entitlements.

The traditional land use approach applies the same density and intensity to every parcel in a district regardless of whether it can or should accommodate that level of development. In Part 4 of this report, the basket of rights approach will be explained in detail. In this land use approach, all of the units and nonresidential entitlements previously created within the Comprehensive Plan for the mixed use district are gathered into a basket and then distributed to each redevelopment project based on the vision for the district and compatibility with the development along its edges. This is the most flexible approach and gives potential developers maximum value based on the actual development potential of the property they acquire to redevelop while respecting the existing urban fabric surrounding and internal to the district.

Figure 1.2: Future Land Use Map

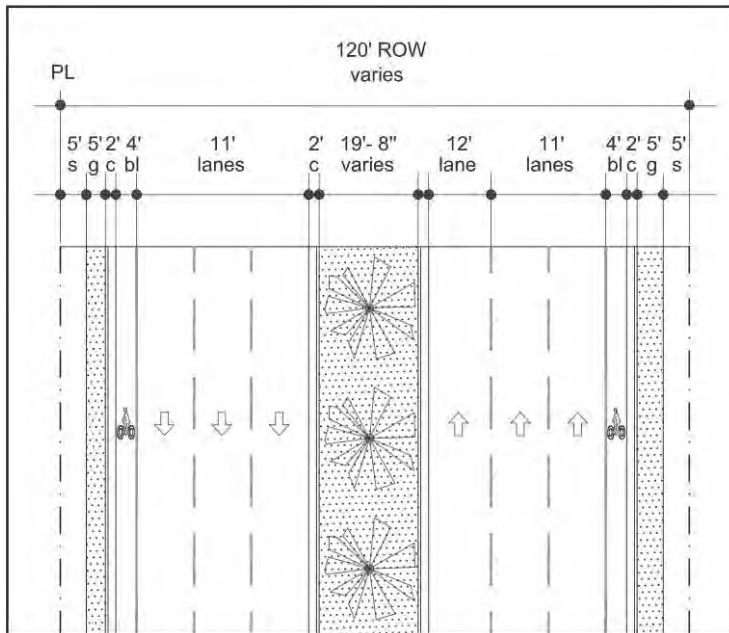
The figure above was the previous future land use map prior to the adoption of the Federal Highway/ Intracoastal Mixed Use Category for the east side of Federal Hwy in June 2017. The parcels outlined in blue show the areas that changed to Urban Edge and Urban Waterfront sub-districts following this amendment. For the purposes of this report, the combined west side and east side district is being called the Federal Highway Mixed Use Study Area.

Part 1: Background Analysis

Previous Studies for US 1 Design Alternatives

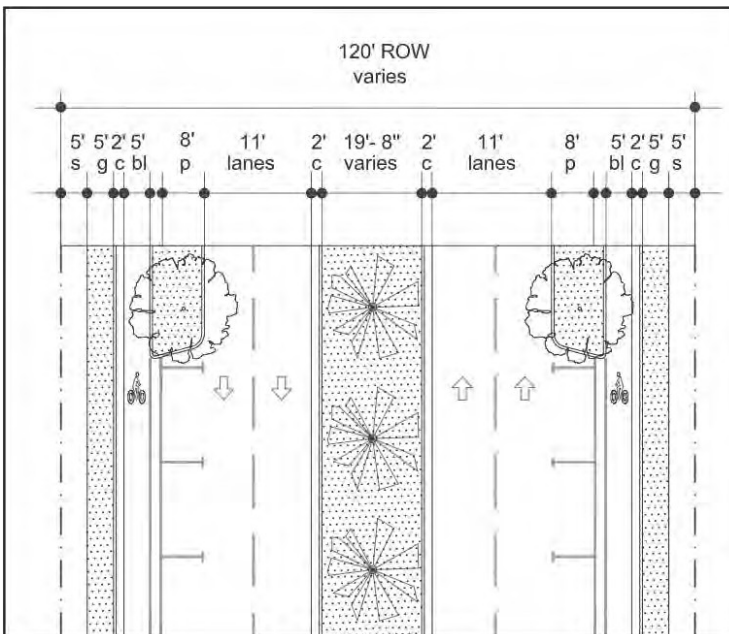
RMA has reviewed the FDOT Complete Street Design Standards for US 1 as well as the recommendations for the US 1 Corridor in North Palm Beach that will be considered for the proposed improvements to the US 1 Corridor in the Town of Lake Park.

Figure 1.3: US 1 Current Condition (North Palm Beach)



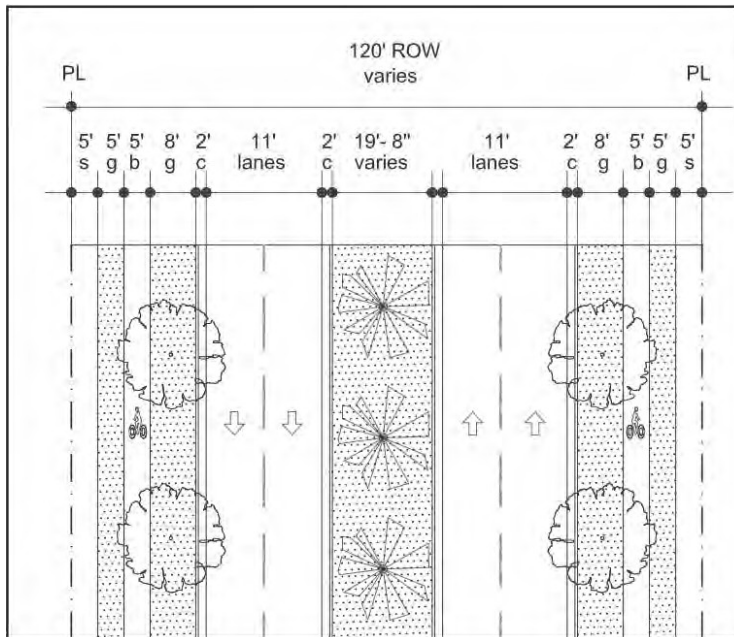
The Village of North Palm Beach's main thoroughfare is US 1, between Northlake Boulevard and the Parker Bridge. The current road conditions include three travel lanes in each direction. A striped shoulder functions as a bike lane, however it is unmarked and the width is substandard. The road provides a five feet wide landscape strip and a five feet wide sidewalk on each side. The only landscaping is provided in the median. The three reconfigurations of the right-of-way use a lane elimination on both sides of the roadway to change the design.

Figure 1.4: US 1 On-Street Parking Option (North Palm Beach)



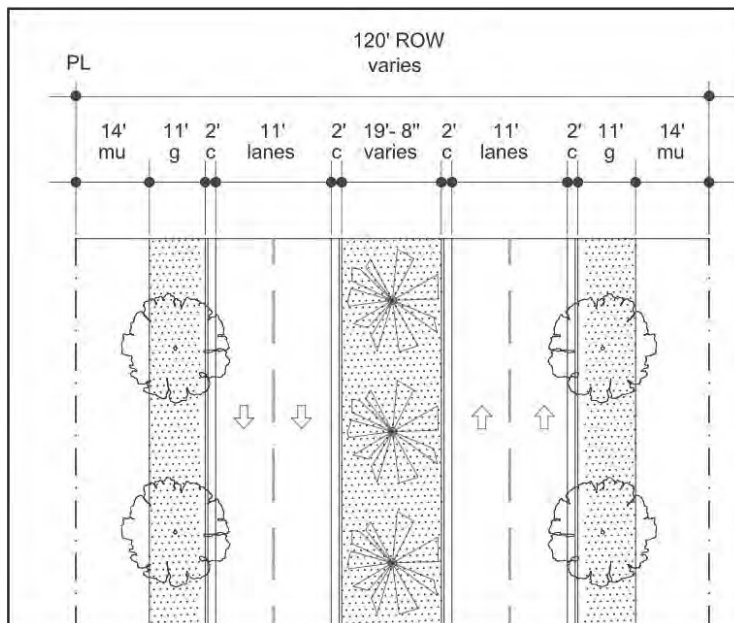
The first option: provides two travel lanes in each direction and on-street parking on both sides of the road to separate the cycle lane and sidewalk from moving traffic. The bike lane is expanded to a standard 5 feet width and is provided a buffer of over two feet of striping to guide cyclists away from potential conflicts with passenger doors. Street trees would be provided in landscape islands between parking spaces.

Figure 1.5: US 1 Cycle Track Option (North Palm Beach)



The second option: provides two travel lanes in each direction and a bike lane that is separated from both the roadway and the sidewalk. This configuration protects both cyclists and pedestrians from vehicular traffic and eliminates conflicts between bikers and walkers. The separated bike path could be curbed or placed at grade with the sidewalk. The space between the bike lane and travel lanes would provide wide landscaping swales with regularly spaced shade trees along the corridor.

Figure 1.6: US 1 Multi-Use Path Option (North Palm Beach)



The third option: provides two travel lanes in each direction and expands the width of the sidewalk into a multi-use path, which provides a route for both pedestrians and cyclists that is separated from the travel lanes by a wide planting strip. Shade trees would be uniformly spaced to create shade and a parklike condition along the corridor.

These cross sections are being considered for US 1 through the Town of Lake Park to provide a continuous connection between the Village of North Palm Beach and the Town of Lake Park. The intent to create a Main Street atmosphere in Lake Park dictates wider than the 5 foot sidewalks as shown in figures 1.4 and 1.5. For an example of a wider sidewalk design that is appropriate for US 1 in the Federal Highway Mixed Use Study Area, see figure 4.7: Federal Hwy/ US 1 Corridor - Vision in Part 4 of this report.

Part 2: Market Analysis

Overview

This Market Study/Economic Analysis provides a trade area review for the Town of Lake Park and the Federal Highway Mixed Use District area. The assessment includes a collection of demographic and lifestyle data, retail spending, existing conditions review, real estate and housing market info, and consumer trends organized by their respective influence on one of the five key drivers of economic development. The established vision, as well as stakeholder input collected through one-on-one meetings with elected officials and staff and one-on-one meetings with major property owners and stakeholders will also be considered during this project.

Economic development is building wealth in a community, encouraging economic growth and improving quality of life. This is accomplished by implementation of actions that influence the five key drivers of economic development: Land, Labor, Markets, Capital and Regulation, and each community's ability to influence these drivers is different.

Kelsey City, now known as the Town of Lake Park, was the first zoned municipality in Florida (1923). Town founders envisioned a "winter wonderland" and proposed a layout that included residential on the Town's Eastern boundary (West of Lake Worth), an industrial area to the West along 10th street and Dixie Highway, and a commercial area sandwiched in between. The Town of Lake Park was laid out in a way to include something unique to the area and greater South Florida region, a traditional downtown. The quaint and unique downtown along Park Avenue provides business and residential opportunities.

In addition to the downtown, opportunity for commercial and residential exists along Federal Highway in Lake Park. This area receives moderate average daily traffic volume (22,000 trips), provides residents with significant green space and event space (Kelsey Park), and has existing retail and restaurant businesses. However, RMA has observed turnover among businesses along Federal Highway and the appearance/layout of commercial strips

is unattractive and disjointed. Additionally, low population and income levels may not be meeting retailers' minimum requirements and create a barrier to entry. Better utilization of Town assets Kelsey Park and Lake Park Harbor Marina will aid in revitalization efforts.

An emerging arts scene coupled with affordable housing opportunities and access to waterfront have recently made the Town of Lake Park an attractive area for millennials and younger generations. The Kelsey Theater performing arts venue, along with the Palm Beach Dance Academy and artist-friendly Brewhouse Gallery are creating a "grassroots" music and arts scene. Successful events in the downtown, Kelsey Park, and Lake Park Harbor Marina are aiding in the "Renaissance" of Lake Park. Implementation of the mixed use vision will help Downtown Lake Park anchor and complement the Federal Highway Mixed Use District rather than compete with it.

A majority of residents in Lake Park (56.4%) work in service industry jobs. Retail trade (20.1%) and Finance, Insurance, and Real Estate (4.3%) make up the second and third highest employee sectors. There are approximately 6,660 local jobs and a resident workforce of 3,978. This information indicates that businesses must look outside the Town of Lake Park to find employees. The total deficit (local workforce-local jobs) is 2,682, with majority occurring in the retail (1,026), construction (727), public admin (284), and services (271).

In Lake Park, median household income (\$39,863) and per capita income (\$19,812) are lower than the surrounding area and Palm Beach County medians. However, in the Federal Highway Mixed Use Study Area, per capita income (\$28,067) is significantly higher than the other areas of Lake Park. The percentage of renters in the study area is 47.3% and in the Town is 50.5% (Please refer to page 131 for the Housing Unit Occupancy graph data). Additionally, education levels with the mixed use study area are in line with the surrounding area and county average. Based on recent migration trends, RMA has observed the influx of young people aged 18-35 to Lake Park. Lake Park and the Federal Highway Mixed Use Study Area have a high percentage of residents who rent rather than own their homes. This trend is positive for revitalization of the area and the attraction of new residents, however, over time the Town should implement strategies to turn renters into owners.

Regulation plays a big role in development and whether or not a project gets off the ground. Developers are seeking expedited solutions, and prohibitive regulations create barriers for entry. A streamlined process focused on business friendliness and responsiveness can go a long way in the project initiation process. Areas in which the Town of Lake Park has regulatory influence over investment, including in the mixed use study area, include Floor Area Ratio, Residential Density, Lot Coverage, Design Standards, Signage, Parking Requirements, Building Heights, and Setbacks as well as design theme and overall vision for the district.

The local real estate market has demonstrated the most activity in the retail sector. Retail is not only strong in Lake Park and the Federal Highway Mixed Use Study Area but throughout Palm Beach County.

Vacancy rates have decreased, rents are increasing, and the amount of time retail property remains on the market has decreased by more than half the 5-Year average. These are all signs of a strong retail market with opportunity for more product. The multifamily sector also shows potential as it has become less risky for investors. Capitalization rates have decreased significantly and market rents are steadily increasing. There is a demand for new product in the market as there has been no new multifamily product over the past 5 years in Lake Park or the Federal Highway Mixed Use Study Area.

The Office sector shows limited potential, and the least activity of the major sectors in Lake Park. Vacancy rates and negative absorption have increased significantly over the past 5 years. However, the Federal Highway Mixed Use Study Area shows signs of a positive market that can support office product as there is low office vacancy in the market. Lake Park also demonstrated growth in the industrial market as vacancy rates decreased and 12-month square foot absorption more than tripled. Throughout Palm Beach County there has been a positive trend for the industrial sector. However, the Federal Highway Mixed Use Study Area has not seen any industrial activity in the past 5 years.

As Palm Beach County continues to grow, the Town of Lake Park has an opportunity to capture new investment. More companies and people are moving into Palm Beach County, and Lake Park has the potential to capture some of the economic growth occurring throughout the county; and position itself as an affordable market to live, work, and play. There is opportunity for a mixed use environment in the study area that will support office, retail, and multifamily product.

Approach and Analysis

The market analysis will provide a realistic assessment of the area's economic development potential and an overview of the constraints and opportunities influencing the five drivers of economic development:

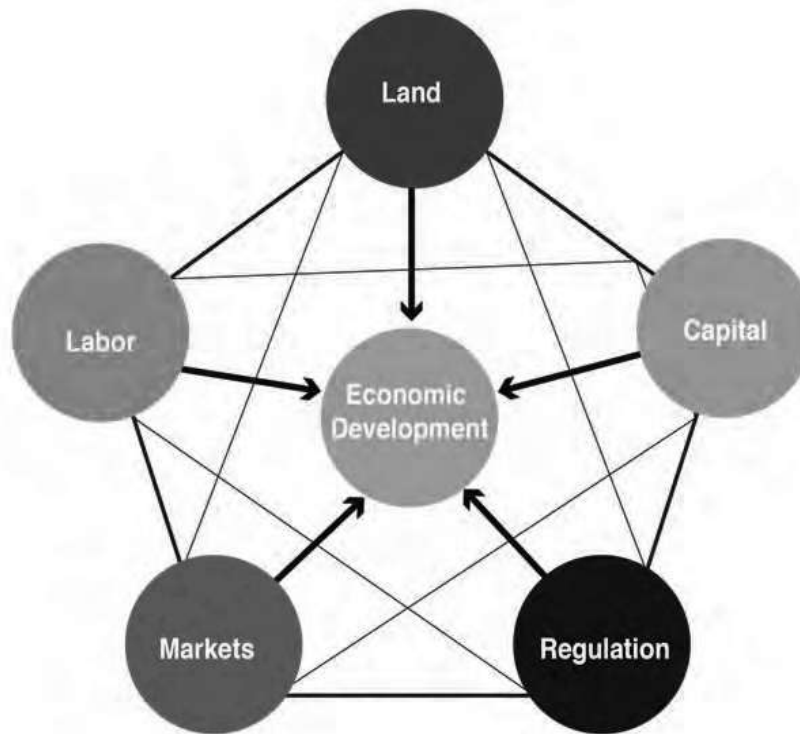


Figure 2.1 Five drivers of Economic Development

RMA's review of demographic and lifestyle data, along with real estate information, housing conditions, labor market, business types, spending potential and other economic data points will enable the team to develop potential build-out scenarios that the market can support, including demand analysis for residential and commercial development that will inform the recommendations the team will make regarding zoning and comprehensive plan changes.

In addition to the analysis of the local investment drivers and estimates of market demand and potential, an SWOT (Strengths, Weaknesses, Opportunities, and Threats) review is conducted, followed by identification of economic opportunities and community connections. These items are key elements to successfully realizing market potential.

Market Demand and Market Potential

Supply and demand analysis is not sufficient in an urban setting, or in an area that seeks more urban development. At the local level however, especially at full stabilization, there is no significant increase in population if no units are to be built. Supply can create its own demand, but “they will come” only works if units are matched to the households that make up the potential market, and the developer can execute in a manner that connects to the area’s “brand.”

The bottom line however, is that market demand analysis looks at the past, while market potential looks to the future. For the Federal Highway Mixed Use Study Area, RMA believes that it is not the quantity of market demand that is important; rather, *it is the quality of market potential*. The difference between economic development and redevelopment is that economic development serves and capitalizes on the market while redevelopment changes the market or creates a new one. Redevelopment is about realizing market potential, and Lake Park has significant potential and opportunity for market change.

Market Demand

Market Demand (and associated development capacity) is identified through the analysis of existing conditions, and evaluates growth based on normal economic conditions, many of which the Town can have little direct influence over. Market demand evaluates the current need for additional office space, the amount of additional retail and commercial space that the market could support, and the additional residential units that will be necessary to accommodate population growth.

In summary, we believe that under current market conditions, the study area faces significant challenges to attracting investment, and that normal development capacity from 2017-2022 is limited to:

- 200 residential units;
- 74,000 square feet of retail;
- 35,000 square feet of restaurant/bar;

Market Potential

Market Potential is the estimation of development capacity that *MAY* become available through the convergence of brand strength, regulatory efficiency, financial feasibility and developer execution. Market potential analysis evaluates migration trends and mobility rates; i.e. how many households move into an area, and how many move within a market area, and the additional commercial goods and services that those additional units may patronize.

Retail and restaurant market potential will be driven by branding of the Federal Highway Mixed Use Study Area and realization of residential market potential. Residential development can drive the need for new office space, especially to serve locally generated employment and entrepreneurship. Up to 33,000 square feet of new office space in a mixed use environment that taps into the residential market potential could ultimately be supported.

Market Potential is an estimate of overall market potential, which the Federal Highway Mixed Use Study Area can tap into. *It is not an estimate of Market Potential that can be fully accommodated in the Federal Highway Mixed Use Study Area*. In summary, we believe that the market potential that the Federal Highway Mixed Use Study Area could tap into is:

- Up to 3,000 residential units;
- 132,000 square feet of retail and restaurant space;
- 33,000 square feet office development;

Part 2: Market Analysis

While the market analysis demonstrates additional demand for grocery stores and personal care stores, additional retail development to serve this demand is unlikely due to the number of establishments currently in the marketplace, including 2 Publix stores, 2 Walgreens stores, 2 CVS stores, Costco, Aldi, Walmart, and a few specialty providers. This additional demand does provide some opportunity for smaller niche providers, as well as potential growth for the existing establishments. Additionally, retail potential may be impacted in the near term by the late 2017 opening of Burlington and Hobby Lobby.

Current land use and zoning regulations are not consistent with market conditions and financial feasibility, and will not encourage mixed use, pedestrian oriented development that can provide the densities required for private investment that will bring true redevelopment and revitalization to the Federal Highway Mixed Use Study Area.

SWOT Observations

The on-site assessment and the market analysis provide an opportunity to identify the strengths, weaknesses, opportunities and threats to implementing revitalization and tax base enhancement in the Federal Highway Mixed Use Study Area. These observations help identify and prioritize actions which will improve the Town's ability to implement revitalization that is effective in attracting new investment while respecting community character and identity.

Strengths

- Town assets
 - Lake Park Harbor Marina
 - Kelsey Park
 - Unique and historic downtown
 - Kelsey Theater
- Notable eateries:
 - The Catch, Southern Kitchen, Pelican Café, Camilli's, etc.
- Federal Highway- well known and highly visible corridor
- Art & Culture Scene

Weaknesses

- Low population and household income
- Identity issue- people don't know about lake park (or they do and have a negative perception)
- Perception of crime in the area
- Minimal revenue streams for economic development
- Limited Town resources
- Vacancy / Turnover
- Unattractive commercial strip centers along Federal Highway
- Limited housing availability
- Market characteristics are below typical retailer requirements

Opportunities

- Attraction of Millennials - affordability
- Ability to create a mixed use environment that is livable, walkable and enhances quality of life.
- Anchored by a unique and historic downtown
- Enhance the large amounts of green space in the district as well as the Lake Park Harbor Marina

Threats

- Downtown Lake Park, if not structured in a way that will complement and anchor the Federal Highway Mixed Use District, can be a competition.
- Tax base erosion
- Some local resistance to change

Economic Development Opportunities

The “elevator speech” of the market analysis is an assessment of economic development opportunities with five questions used to interconnect financial feasibility, regulatory reality, and brand identity for a realistic, implementable revitalization strategy which informs and guides the Town’s activities, including Comprehensive Plan and zoning amendments.

What should be preserved that will support new investment in Lake Park?

- Historic character of the Town
- Unique “old Florida homey” feel of the community

What can be enhanced to encourage economic development and investment in Lake Park?

- Aesthetics
 - Appearance of commercial strip centers
 - Public spaces
- Highest and best use.
- Efforts to attract millennials

What can be exposed and promoted to attract more development in Lake Park?

- Employment and housing opportunities for millennials
- Organic growth in the downtown
 - Art and music scene

What can be invested in that will improve the Lake Park area’s competitiveness?

- Lake Park Harbor Marina and Kelsey Park
- Aesthetics
- Technology and processes

What can be capitalized on to establish the Lake Park area as a good location for investment?

- Underused waterfront
- Success of existing restaurants on US 1
- Connection to downtown

Community Connections

A key element to successful revitalization efforts is understanding how people connect to their community. It is strong community connection which creates vibrancy and a positive identity that attracts new residents and businesses to a community. These include the aesthetics of a place (how it looks and feels), the social offerings and activities in that place (opportunities for citizens to interact with each other), and how open and welcoming a community is. In Lake Park, the influences on community connection are identified below:

Aesthetics

- Public Spaces
- Private Property through new investment

Social Offerings

- Public Spaces – park and marina
- Private businesses as gathering spaces
- Downtown

Openness

- Some local resistance to change
- Need to improve technology and processes
- Experienced strong regional (PBC) migration

Current Investment Driver Conditions and Market Potential

This market analysis evaluates six areas: the five drives of investment and economic development (Land, Labor, Capital, Markets and Regulations), and provides estimates of Market Demand and Market Potential. Appendix A provides a detailed explanation of the five drivers of investment and economic development.

Part 3: Existing Entitlements

Existing Entitlements

The following information is an analysis of the entitlements (for both the east and west side of Federal Hwy.) under the previous and existing Future Land Use categories in the study area. The existing entitlements analysis takes into account the recently adopted Plan amendments for the Land Use categories on the east side of Federal Hwy.

During RMA's review of the previous consultant's "Capacity Analysis" for the east, it became apparent that the entitlement calculations under the previous and existing Future Land Use categories were based on net square footages of land use areas (does not include area to centerline of roadways). This is important as entitlements are always calculated based on gross square footages (includes area to center line of roadways). What this means is that there are more entitlements in the east today than previously thought. The previous consultant factored a total of 24 acres net in the east, whereas RMA's gross acreage is 32.82 acres. Table 3.1 is a comparison of the entitlement calculations, under the previous and existing Future Land Use categories as well as the net and gross areas, for the east side only. In summary, before the recent Plan amendments in the east, there were a total of 656 residential units and 3,574,098 sf of commercial entitlements. Today, there are 2,102 residential units and 6,297,905 sf of commercial entitlements.

Figure 3.1 is a map showing the distribution of the entitlements (for both the east and west side of Federal Hwy.) under the previous Future Land Use categories in the study area. Before the recent adopted amendments to the east, the entire study area had a total of 1,603 residential units and 8,732,690 sf of commercial entitlements. Figure 3.2 is a map showing the distribution of the entitlements (for both the east and west side of Federal Hwy.) under the existing Future Land Use categories in the study area. The entire study area currently has a total of 3,049 residential units and 11,456,498 sf of commercial entitlements. The current number of units built within the entire study area today is 262 units.

In general, there are currently sufficient entitlements to accommodate the potential growth the entire market area can support, which is estimated to be 3,000 residential units, 132,000 sf of retail and restaurant, and 33,000 sf of office development in the next five years. These entitlements are expected to be sufficient to meet the demand in Lake Park well beyond the next 5 year period.

Part 3: Existing Entitlements

Table 3.1: Analysis of Net vs. Gross

Town of Lake Park Entitlement Analysis (East Side)						
Net Vs. Gross Comparisons						
Previous Mixed Residential and Commercial Land Use Category	Net Acreage (Bell David)	Gross Acreage (RMA)	Net Residential Entitlements Units (Density at 20 u/a)	Gross Residential Entitlements Units (Density at 20 u/a)	Net Commercial Entitlements Sq. Ft. (FAR 2.5)	Gross Commercial Entitlements Sq. Ft. (FAR 2.5)
	24	32.82	480	656	2,613,600	3,574,098
Existing Urban Edge Category	Net Acreage (Bell David)	Gross Acreage (RMA)	Net Residential Entitlements Units (Density at 60 u/a)	Gross Residential Entitlements Units (Density at 60 u/a)	Net Commercial Entitlements Sq. Ft. (FAR 4)	Gross Commercial Entitlements Sq. Ft. (FAR 4)
	19.5	26.17	1,170	1,570	3,397,680	4,559,861
Existing Urban Waterfront Category	Net Acreage (Bell David)	Gross Acreage (RMA)	Net Residential Entitlements Units (Density at 80 u/a)	Gross Residential Entitlements Units (Density at 80 u/a)	Net Commercial Entitlements Sq. Ft. (FAR 6)	Gross Commercial Entitlements Sq. Ft. (FAR 6)
	4.5	6.65	360	532	1,176,120	1,738,044
Total Proposed Entitlements			1,530	2,102	4,573,800	6,297,905
Net Change in Entitlements			1,050	1,446	1,960,200	2,723,807

Part 3: Existing Entitlements

Figure 3.1: Previous Future Land Use (Gross Block Area)

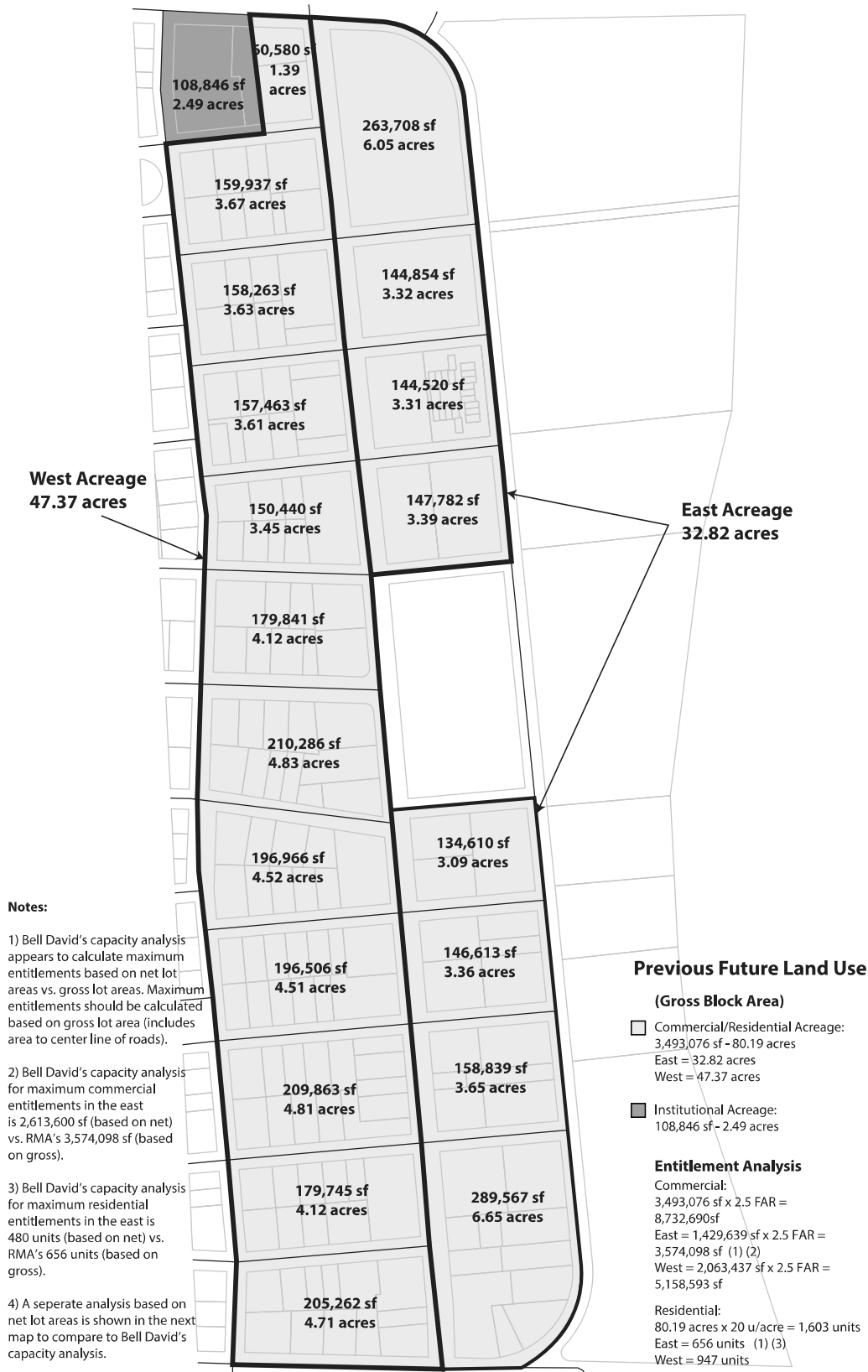
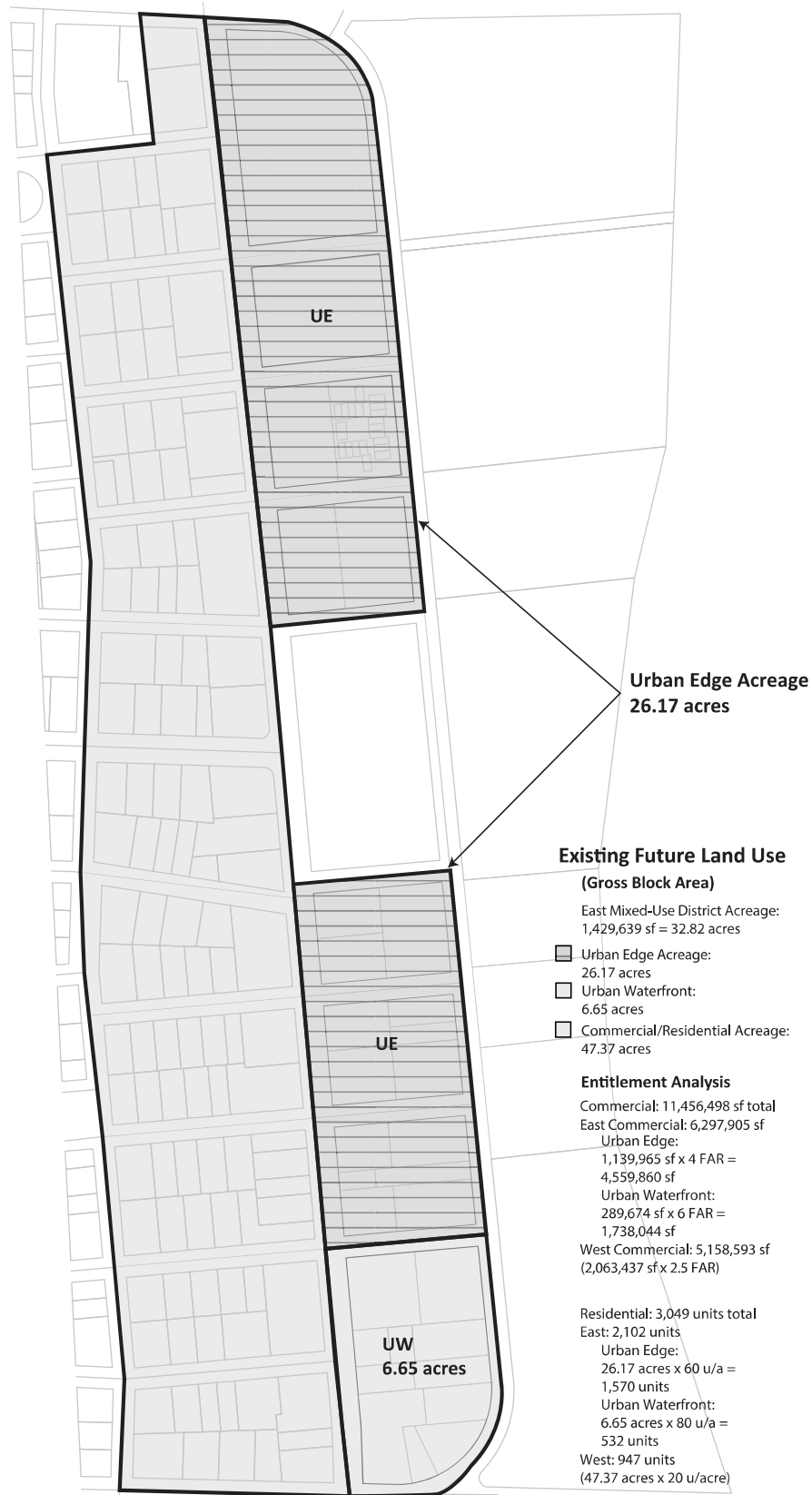


Figure 3.2: Existing Future Land Use (Gross Block Area)



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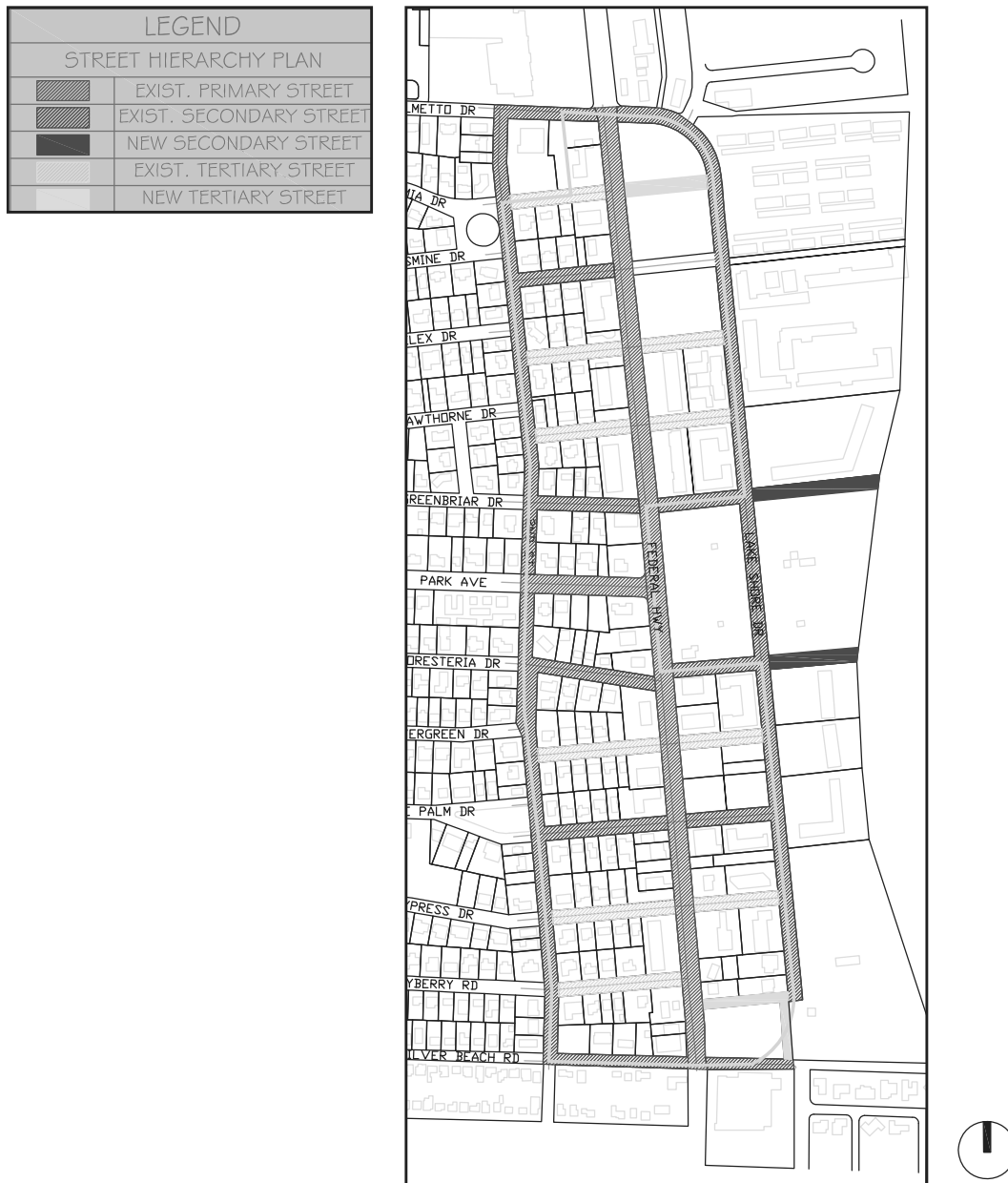
The Public Realm

RMA's approach to the implementation of the vision for the Federal Highway Mixed Use District began with a thorough understanding of the existing conditions for both the public realm and private development. The first step began with an analysis of the character of the streets and public open spaces. After walking the district, the team was able to understand the hierarchy of the streets in terms of pedestrian, bicycle and vehicular connectivity. Some streets like Federal Hwy. and Park Avenue were determined to be Primary Streets, which are streets that need to balance all modes of transportation equally but need to provide special emphasis on the pedestrian experience and continuity. These streets will likely carry commercial and other non-residential uses, which defines the heart of the District. 2nd Street, Lake Shore Drive and several east-west streets are important to be enhanced to establish a better physical and functional integration between the west side of Federal Hwy. and the waterfront. These streets were determined to be Secondary in the hierarchy. Secondary streets also provide special emphasis on the pedestrian experience and continuity, however, vehicular movement is less of a priority.

Both primary and secondary streets are streets that should contain a high level of active use along the ground floor of adjacent buildings to create a pleasant and continuous environment for walking and biking. The rest of the streets were determined to be Tertiary, which means that although pedestrian connectivity is still important, vehicular accessibility is more of a priority. Figure 4.1 is the proposed Street Hierarchy Plan for the District. This plan illustrates the existing and potential new streets needed to create the prescribed network of streets. In the District, two potential new streets have been identified. The streets are proposed on the north and south side of the waterfront park in order to enhance connectivity to the waterfront.

After looking at the streets in general, the team began to analyze the existing public open spaces, both in and immediately outside of the district, to determine opportunities to establish greenway connections. Greenways are streets that should provide, in addition to pedestrian amenities, bicycle facilities that are part of a network to connect existing parks, other points of interest and the waterfront visually and physically. These streets require more robust landscaping to identify them as special streets and to encourage walking and biking. Figure 4.2 is the proposed Greenways and Open Space Plan. Additional new parks were identified in and outside of the district to establish destination points within the ¼ mile radius (5 minute walk). Two of the new parks outside of the district are proposed to be on the marina parking lots to enhance the waterfront spaces. The third new park outside of the District is within a long and narrow public piece of land running east-west between Lake shore Dr. and the waterfront. These proposed new open spaces provide additional opportunities for public waterfront access.

Figure 4.1: Street Hierarchy Plan



The Street Hierarchy Plan is intended to show the approximate location of existing and potential new streets needed to create the prescribed network of streets as well as the hierarchy of streets within the District. The intent of providing this plan is to ensure complete street design parameters that enhance and encourage walking and biking.

Figure 4.2: Greenways and Open Space Plan



The Greenways and Open Space Plan is intended to locate existing public open spaces, the potential new greenway system, and new public open spaces that are interconnected.

Part 4: The Vision

Specific Streetscape Conditions and Proposed Improvements

After looking at the streets and public open spaces generally, the team began to take a closer look at the existing streetscape conditions. The team measured and surveyed the streets in the District and identified any constraints within the right-of-way as well as opportunities for improvements that could complete the streets with pedestrian and bicycle amenities. Figures 4.3–4.6 illustrate the existing conditions for the streets as well as the proposed streetscape improvements that would be required for new full-block developments and developments along an entire street frontage. On several streets, RMA has provided more than one alternative for improvements. In general, the recommended improvements include narrowing the lane widths, if they are excessively wide, in order to reduce speed and enhance the safety of pedestrians and bicyclists. In addition, sidewalks are proposed to be enlarged, shade trees are added and bicycle facilities are incorporated along specific corridors.

Wherever possible, RMA suggests maintaining the existing curb and gutter to reduce the impact to existing infrastructure and therefore, overall cost of the improvements. In most cases where curbs can be maintained, the existing sidewalks are too narrow and/or landscape does not exist. For these conditions, RMA recommends the acquisition of easements or dedication of land on private properties to expand the width of sidewalks and install trees. In some cases, where parking is desired along the street edge and it cannot be accommodated in the right-of-way, it may be recommended to move the curb and gutter as redevelopment occurs.

Streetscape improvements only happen over the long term. Street construction is expensive and significant redevelopment to generate additional tax base and revenues is necessary before significant road projects can be implemented in a phased approach.



Figure 4.3: Lake Park Marina



Figure 4.5: Federal Hwy/ US 1



Figure 4.4: Cypress Dr



Figure 4.6: Park Ave

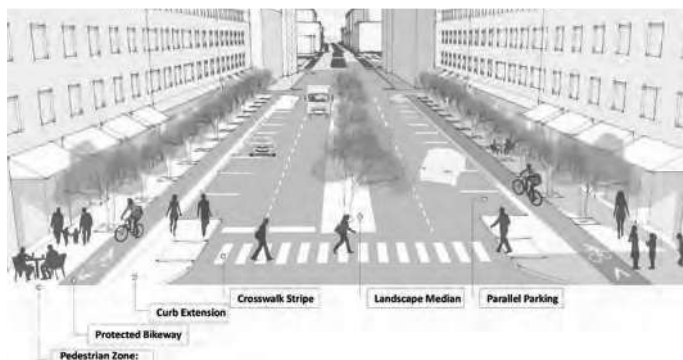


Figure 4.7: Federal Hwy/ US 1 Corridor - Vision

The vision for the Federal Highway Corridor is to establish a Main Street within the heart of the District that unifies both the west and east side aesthetically and physically. The Main Street is envisioned to be lined with restaurants, retail and residential uses that together form a lively streetscape with outdoor cafes and plenty of shade to enjoy a stroll along the corridor. RMA's proposed improvements for the corridor are very similar to the proposed improvements for the US1 corridor in the Village of North Palm Beach. As noted earlier, the Village of North Palm Beach is proposing to do a road diet to convert the 6-lane roadway into a 4-lane. RMA recommends to maintain the four-lane street section within the Town of Lake Park for continuity. RMA also recommends to convert the central turn lane into a raised median with landscape and trees. There are two alternatives for the edges of the corridor. The first alternative is to maintain the existing curb and gutter and request a 10 foot easement or dedication, on either side, to expand the sidewalk from 7.5 feet to 17.5 feet. Within the overall 17.5 feet of sidewalk, trees would be planted in tree grates along the curb and a bicycle facility would be placed between the trees and the sidewalk. The second alternative proposes parking along the street edge. For this to be feasible, the existing curb and gutter would have to move and a 10 foot easement and/or dedication would be necessary for the sidewalk.



Figure 4.8: Park Ave Streetscape - Vision

The Park Avenue corridor was also carefully analyzed. This street connects directly west to the Downtown and future rail stop, along the FEC, and also serves as the Downtown Main Street providing additional neighborhood shopping and entertainment uses. The vision for Park Avenue is to connect the Downtown Main Street to Federal Hwy and to provide a gateway at this important junction (Park Ave and Federal hwy), into the heart of the district. The gateway is also the terminus of the Main Street at Kelsey Park and the waterfront. The properties on both sides of Park Avenue have some of the most beautiful historic architectural gems in the District. These Florida Vernacular buildings are currently being used as restaurants and have the potential to collectively create a unique entertainment and retail environment. This street is envisioned to be lined with additional restaurants and retail in a park like setting. Several alternatives have been proposed for the improvement of Park Avenue. In all cases, RMA proposes to convert this roadway from four lanes to two lanes, for the portion of the roadway within the District (one block). The first alternative is to simply convert the excess pavement into a center median lined with trees, large landscape areas along the street edges and a shared trail to accommodate bikes and pedestrians. The second alternative is to provide a linear park, instead of a median, running through the middle with a shared trail for bikes and pedestrians. The third alternative proposes to restrict vehicular access along the portion of the roadway within the district (one block), to create a festival street with places for outdoor dining and outdoor events to take place. More about this concept is explained in the Master Plan Section of this report.

Federal Highway/US 1



Figure 4.9: Plan View



Figure 4.10: Street View

Federal Highway/US 1

Existing Conditions

- Existing Conditions
- 1. 7.5' sidewalk (both sides)
 - 2. 5 lanes
 - 3. 12' center turn lane

Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

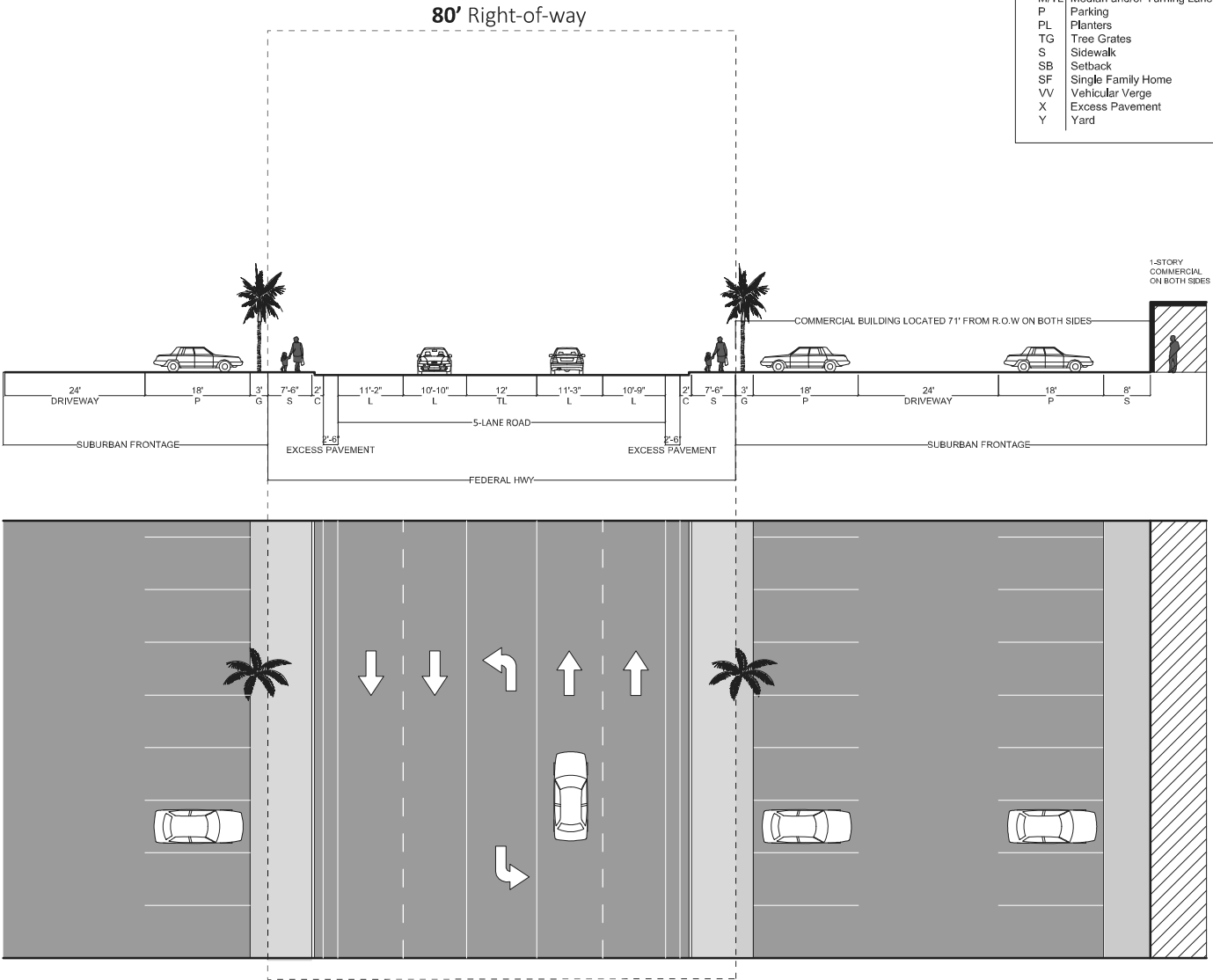


Figure 4.11: Existing Street Section/Plan



Federal Highway/US 1

Proposed Improvements

Alternative 1: No On-Street Parking

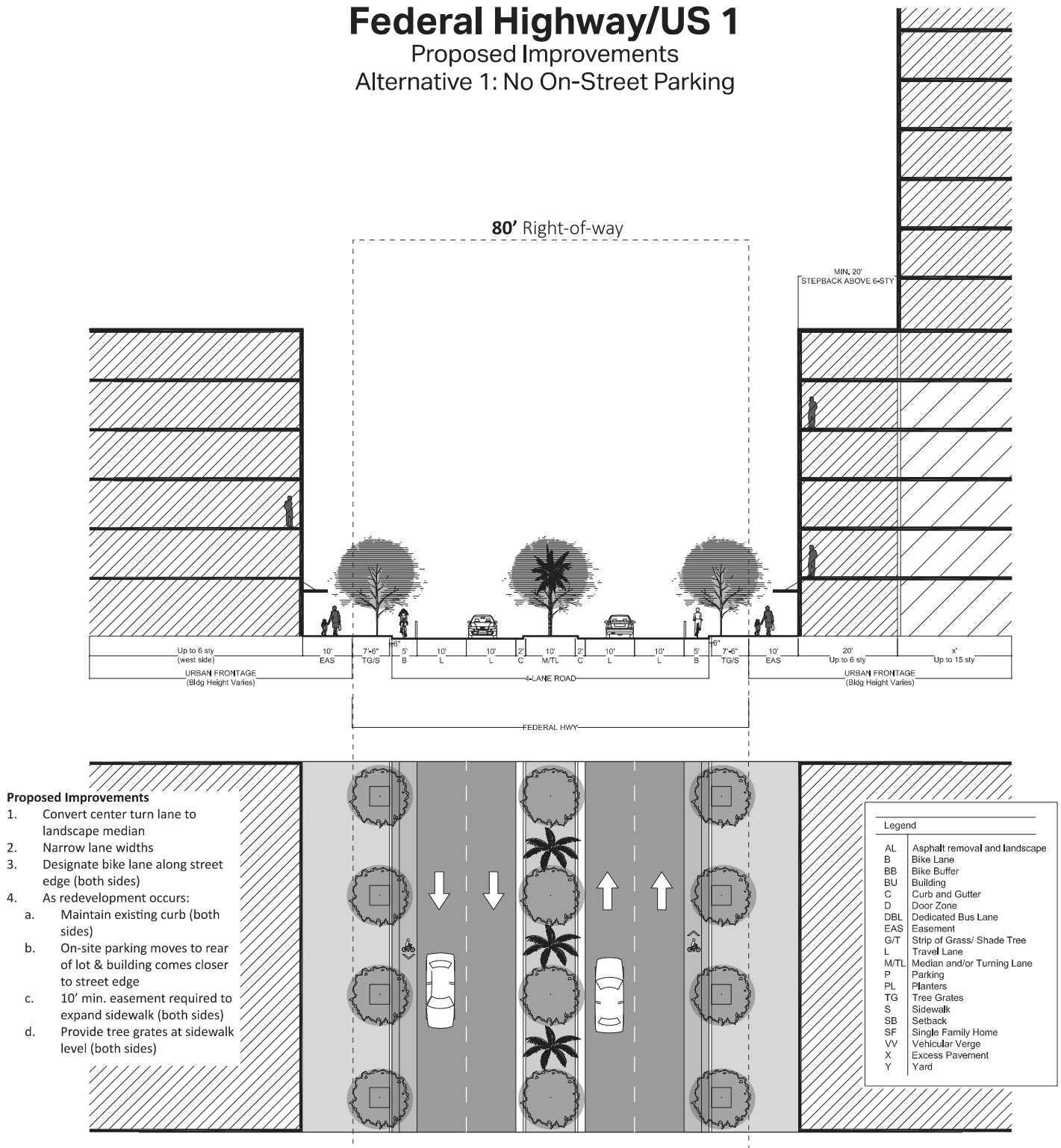


Figure 4.12: Alternative 1 Street Section/Plan



Federal Highway/US 1

Proposed Improvements

Alternative 2: On-Street Parking

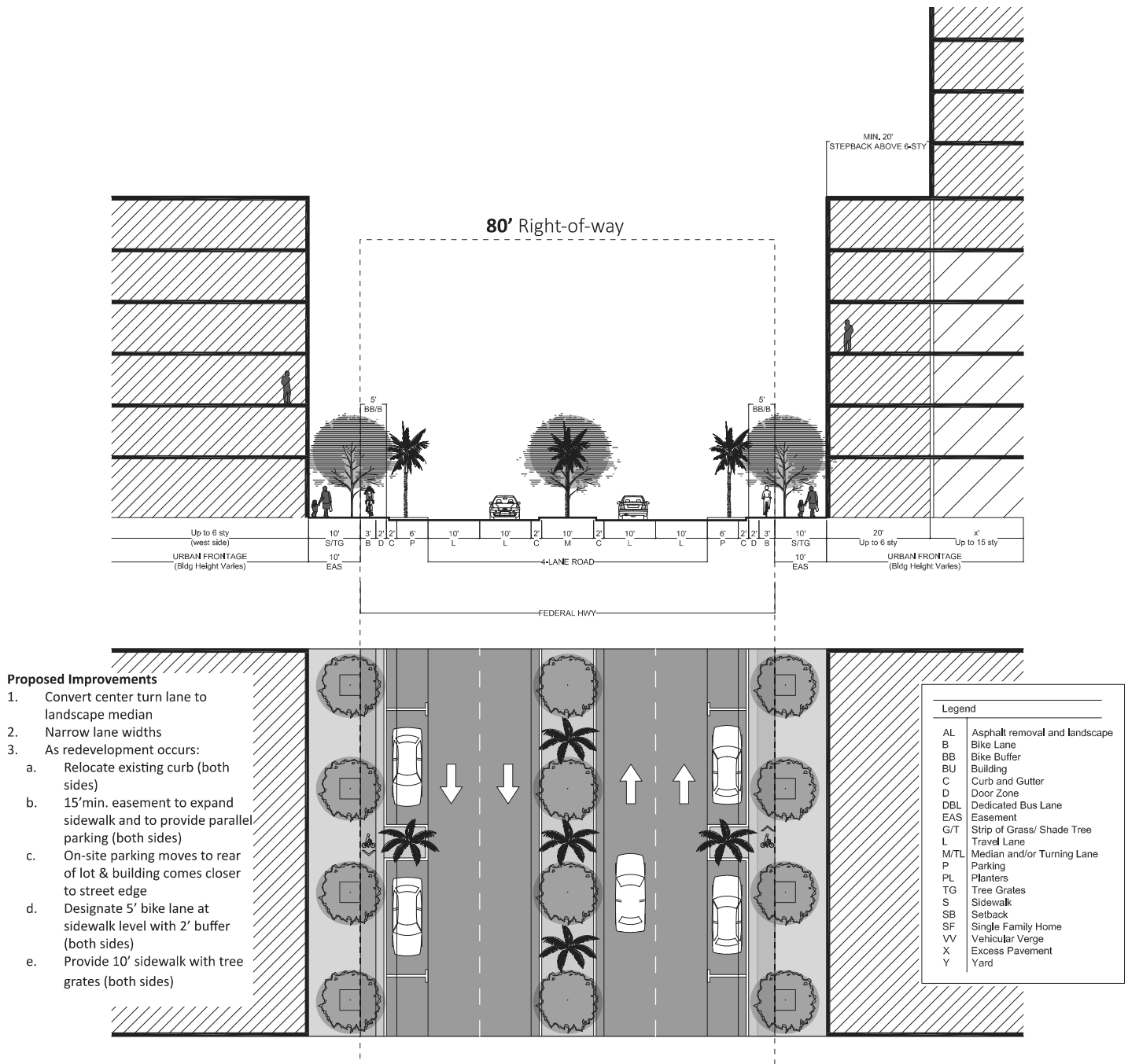


Figure 4.13: Alternative 2 Street Section/Plan



Lake Shore Drive A (south of Cypress Drive)



Figure 4.14: Plan View - Lake Park Harbor Marina



Figure 4.15: Street View - Lake Park Harbor Marina

Lake Shore Drive A

(south of Cypress Drive)

Existing Conditions

- Existing Conditions
- 1. 5' sidewalk (west side)
 - 2. 3 lanes divided (median)
 - 3. 2 way street (west side)
 - 4. One way service street with parallel parking (east side)
 - 5. 11' sidewalk along dock (east side)

Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

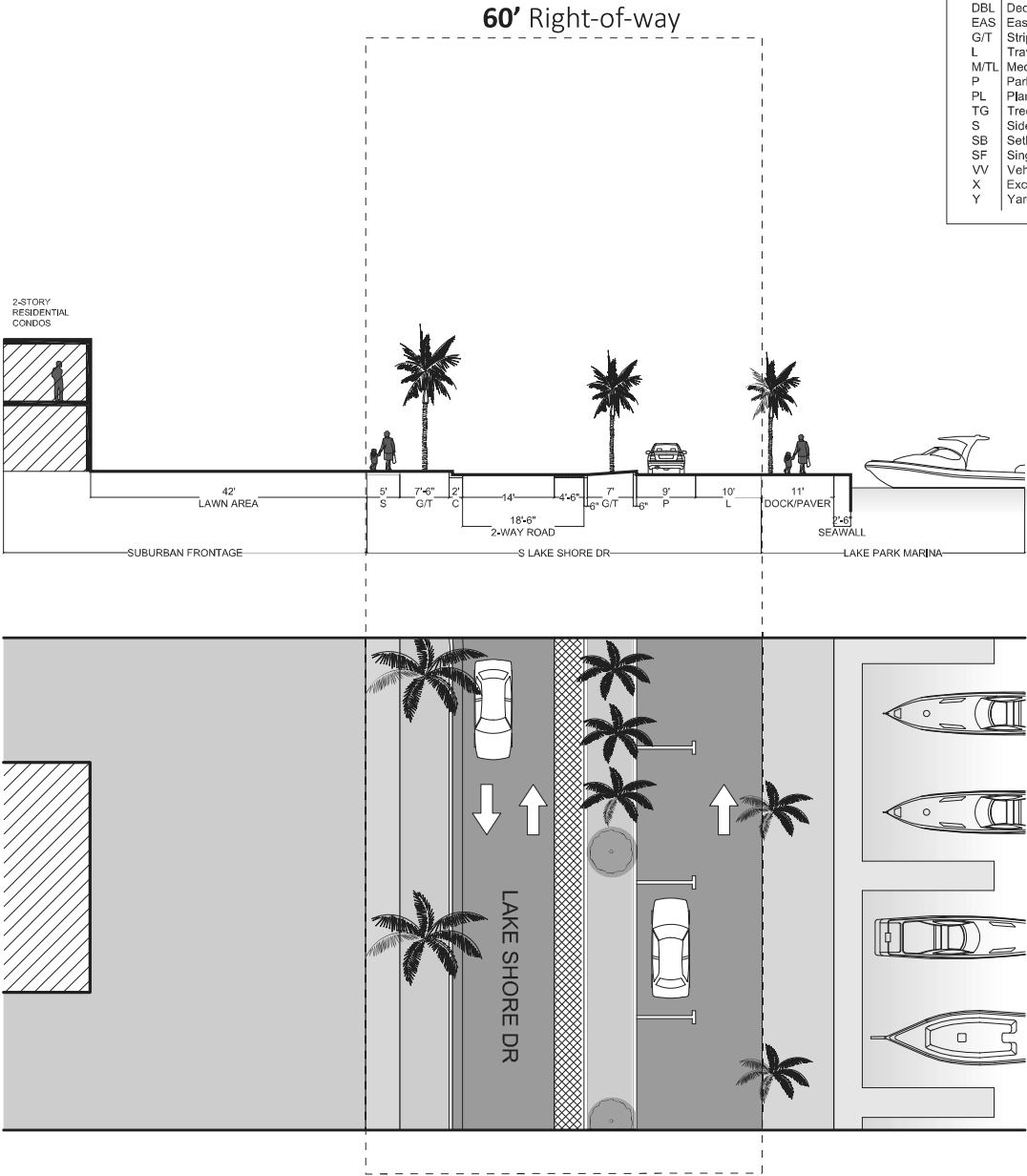
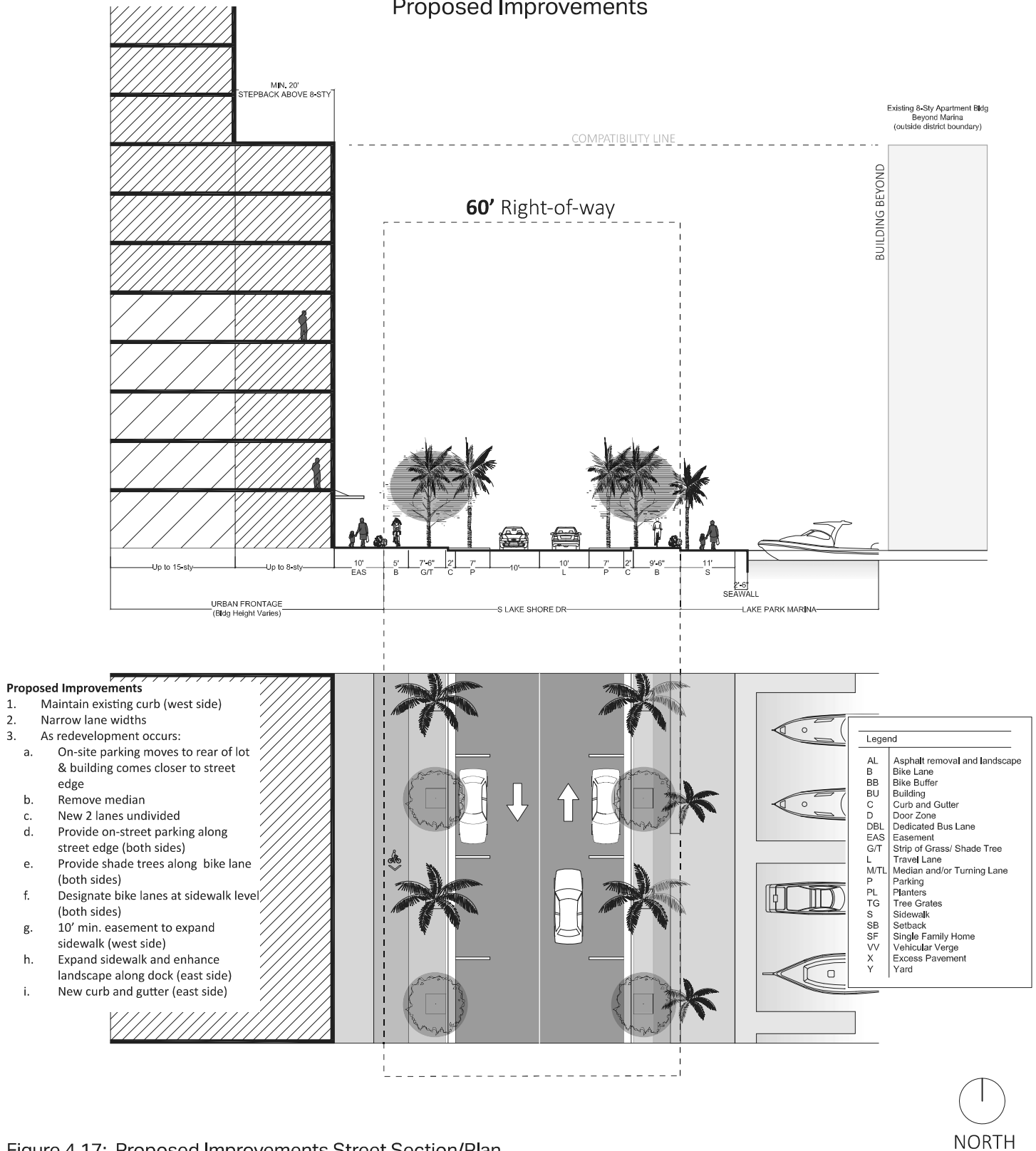


Figure 4.16: Existing Street Section/Plan

Lake Shore Drive A (south of Cypress Drive) Proposed Improvements



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Lake Shore Drive B (north of Cypress Drive)



Figure 4.18: Plan View



Figure 4.19: Street View

Lake Shore Drive B

(north of Cypress Drive)

Existing Conditions

- Existing Conditions
1.

5' sidewalk (both sides)
2.

2 lanes
3.

13' strip of grass/ swale along street edge (both sides)
4.

No curb and gutter (both sides)

Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

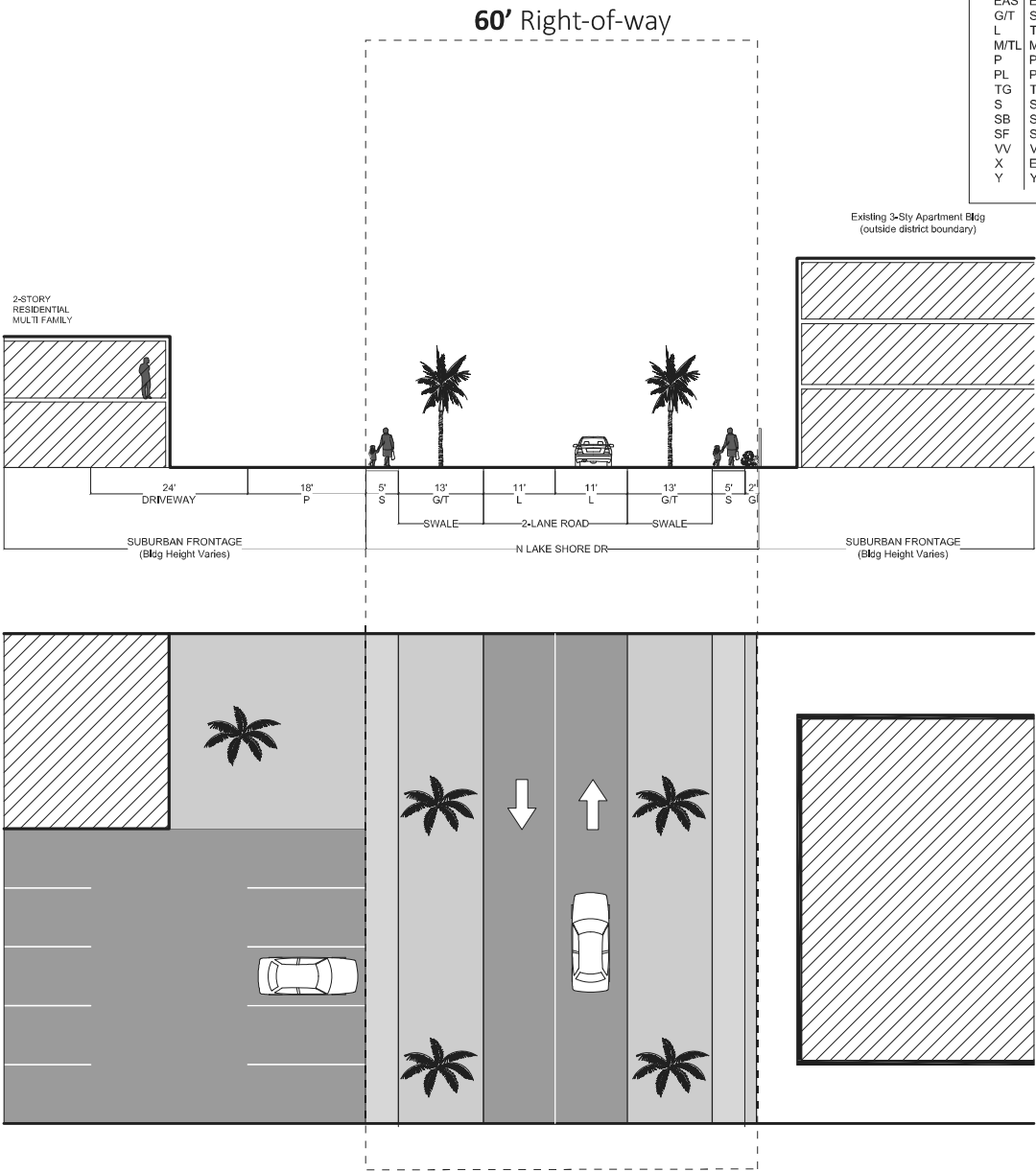
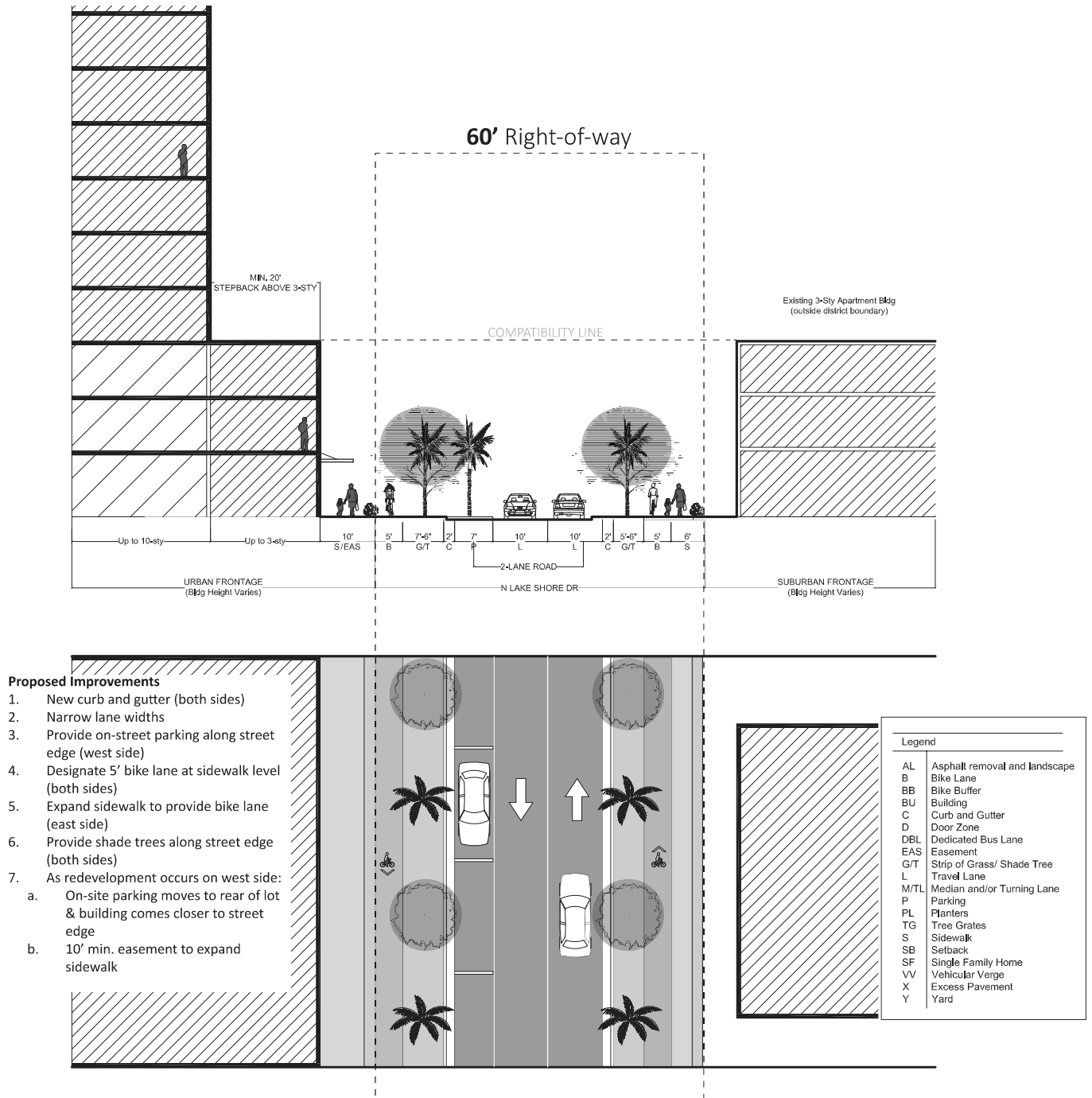


Figure 4.20: Existing Street Section/Plan



Part 4: The Vision

Lake Shore Drive B (north of Cypress Drive) Proposed Improvements



NORTH

Figure 4.21: Proposed Improvements Street Section/Plan

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Park Ave



Figure 4.31: Plan View



Figure 4.32: Street View

Park Ave

Existing Conditions

- Existing Conditions**
- 1. 5' sidewalk (both sides)
 - 2. 4 lanes
 - 3. Curb (no gutter) along street edge (both sides)

Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

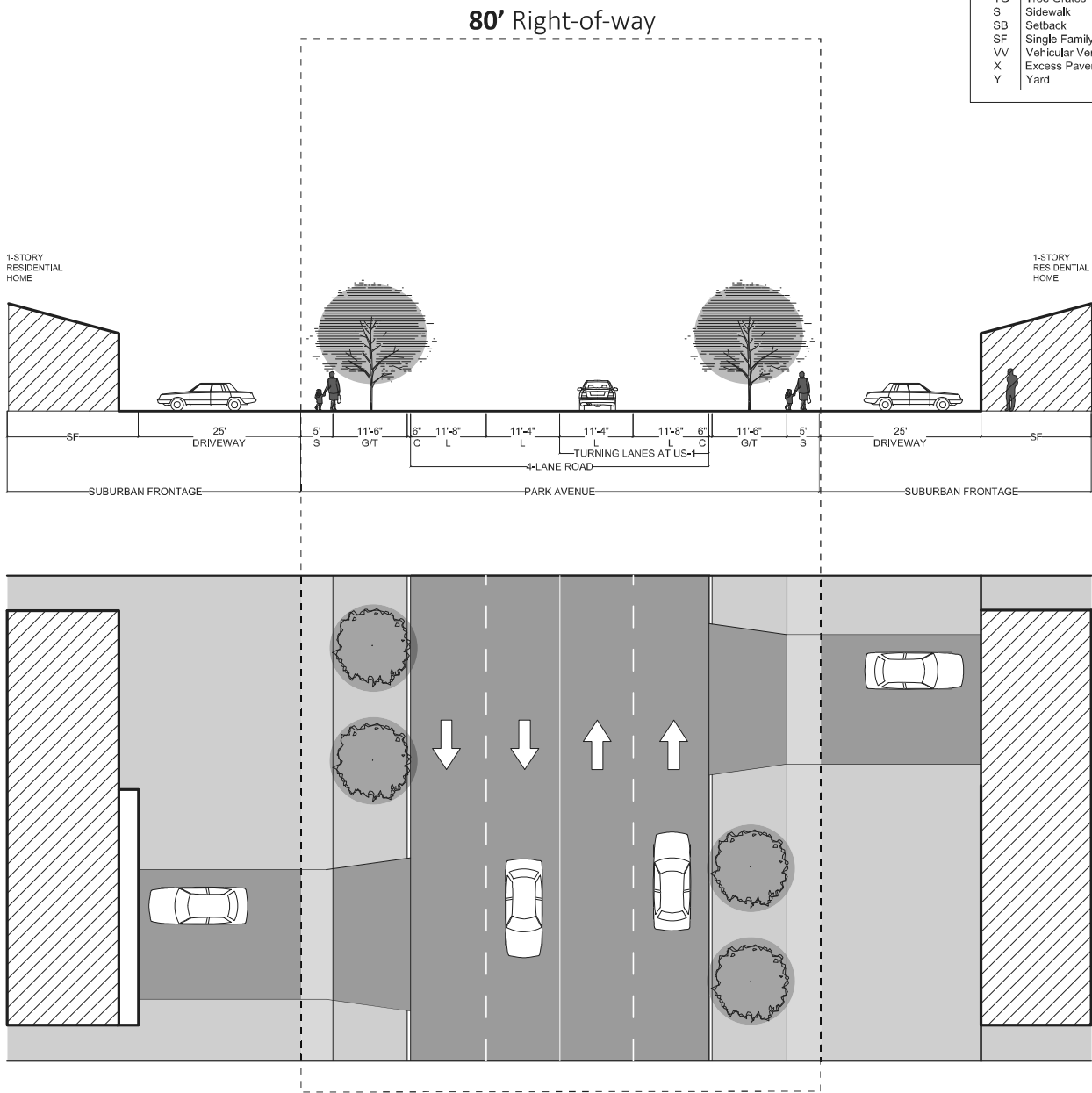


Figure 4.33: Existing Street Section/Plan

Park Ave Proposed Improvements Alternative 1: Boulevard

Proposed Improvements

1. As redevelopment occurs:
 - a. On-site parking moves to the rear of the lot and building comes closer to the street edge
 - b. Lane elimination (2 lanes)
 - c. Narrow lane widths
 - d. Provide a central 10' median with trees
 - e. New curb and gutter (both sides)
 - f. Designate 5' bike lane at sidewalk level (both sides)
 - g. Expand sidewalk to 6' (both sides)
 - h. Provide shade trees along sidewalk (both sides)

Legend

AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

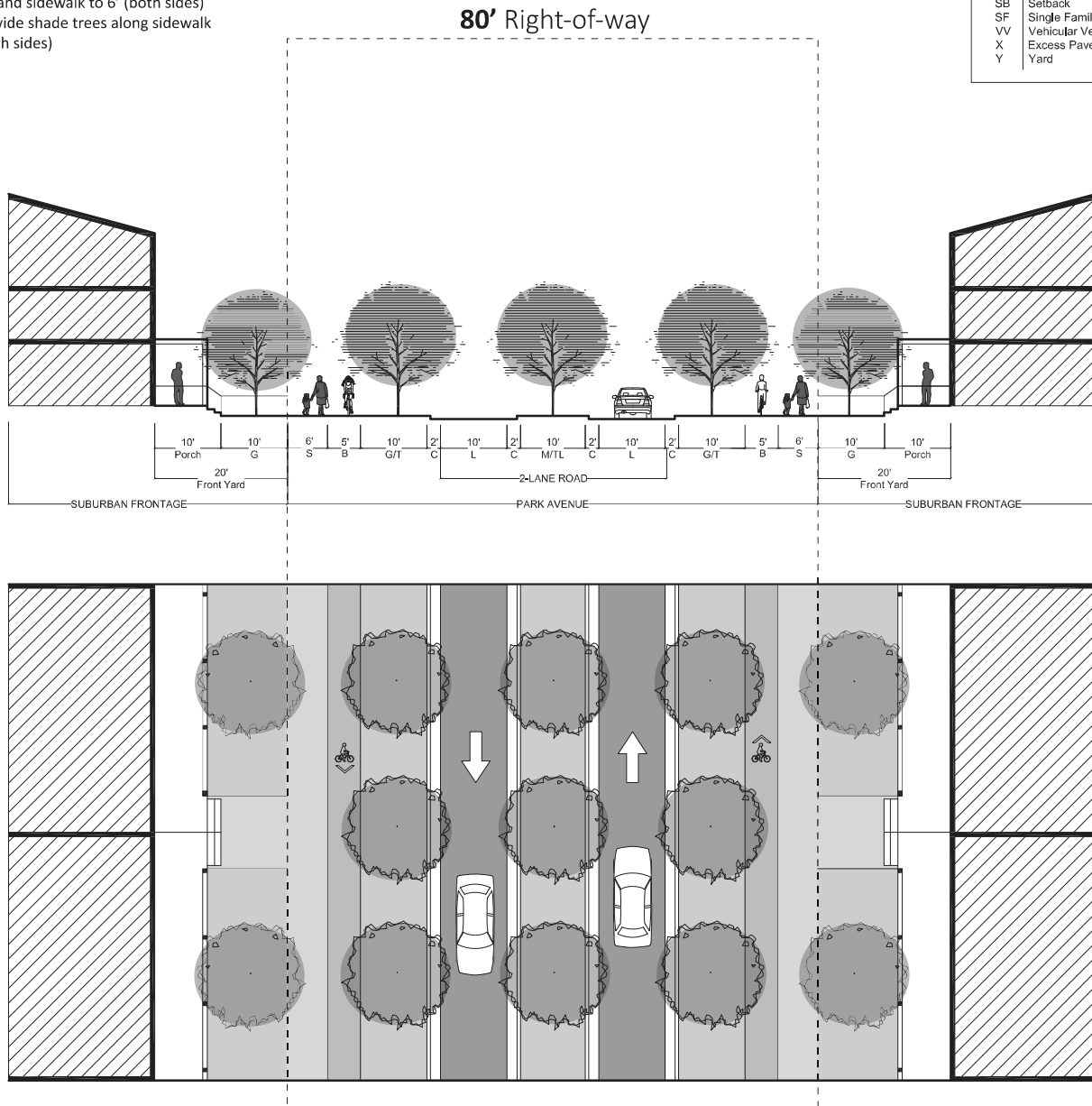


Figure 4.34: Alternative 1 Street Section/ Plan

Park Ave

Proposed Improvements Alternative 2: Linear Park

Proposed Improvements

1. As redevelopment occurs:
 - a. On-site parking moves to the rear of the lot and building comes closer to the street edge
 - b. Lane elimination (2 lanes)
 - c. Narrow lane widths
 - d. Provide a central 20' wide linear park with shade trees and bike lane
 - e. New curb and gutter (both sides)
 - f. Expand sidewalk to 6' (both sides)
 - g. Provide shade trees along sidewalk (both sides)

Legend

AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

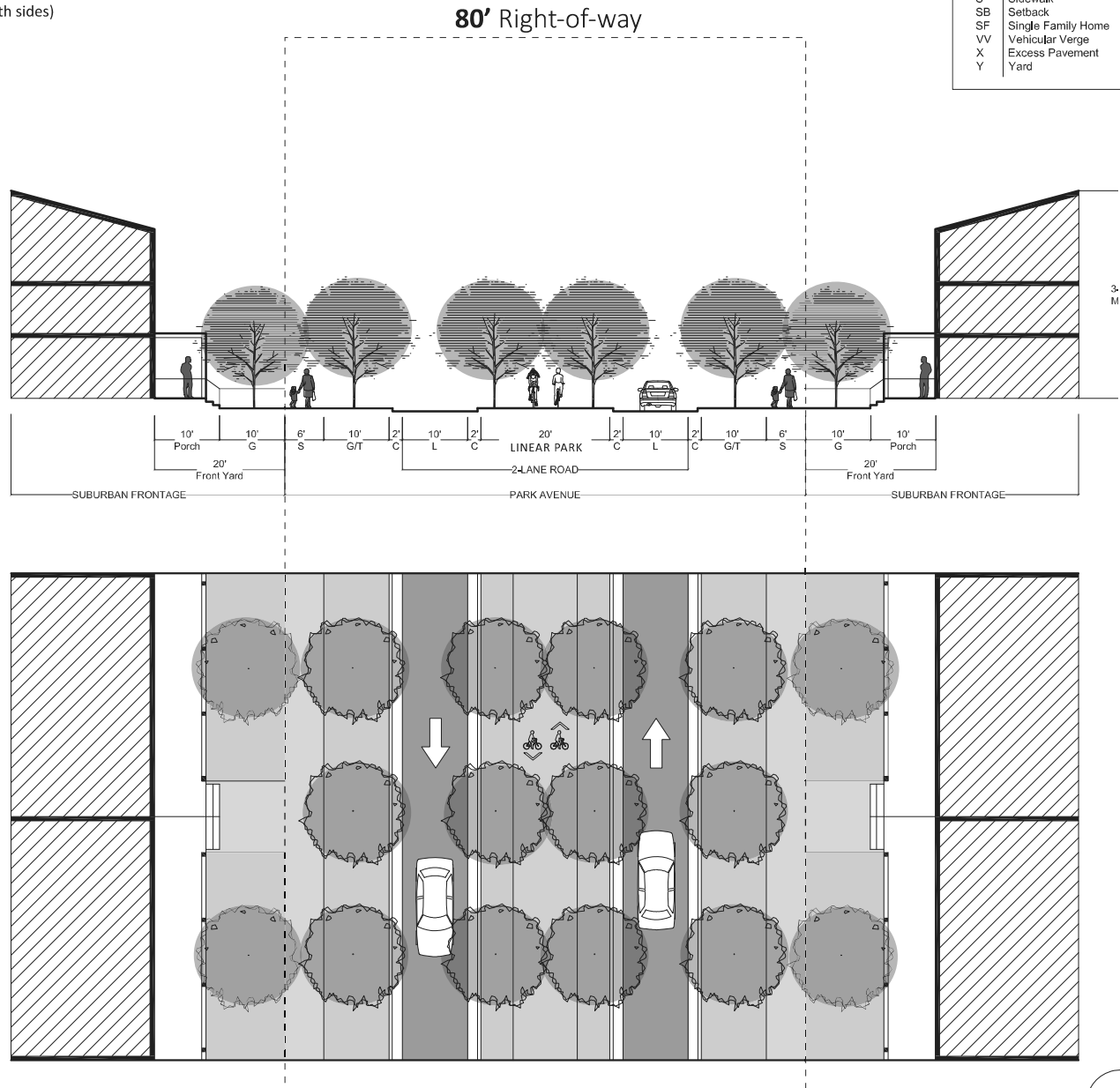


Figure 4.35: Alternative 2 Street Section/ Plan



Park Ave Proposed Improvements Alternative 3: Festival Street

Proposed Improvements

1. As redevelopment occurs:
 - a. On-site parking moves to the rear of the lot and building comes closer to the street edge
 - b. Remove curbs (both sides)
 - c. Restrict vehicular access and convert roadway to pedestrian promenade/multi-use path
 - d. Provide shade trees along promenade

Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

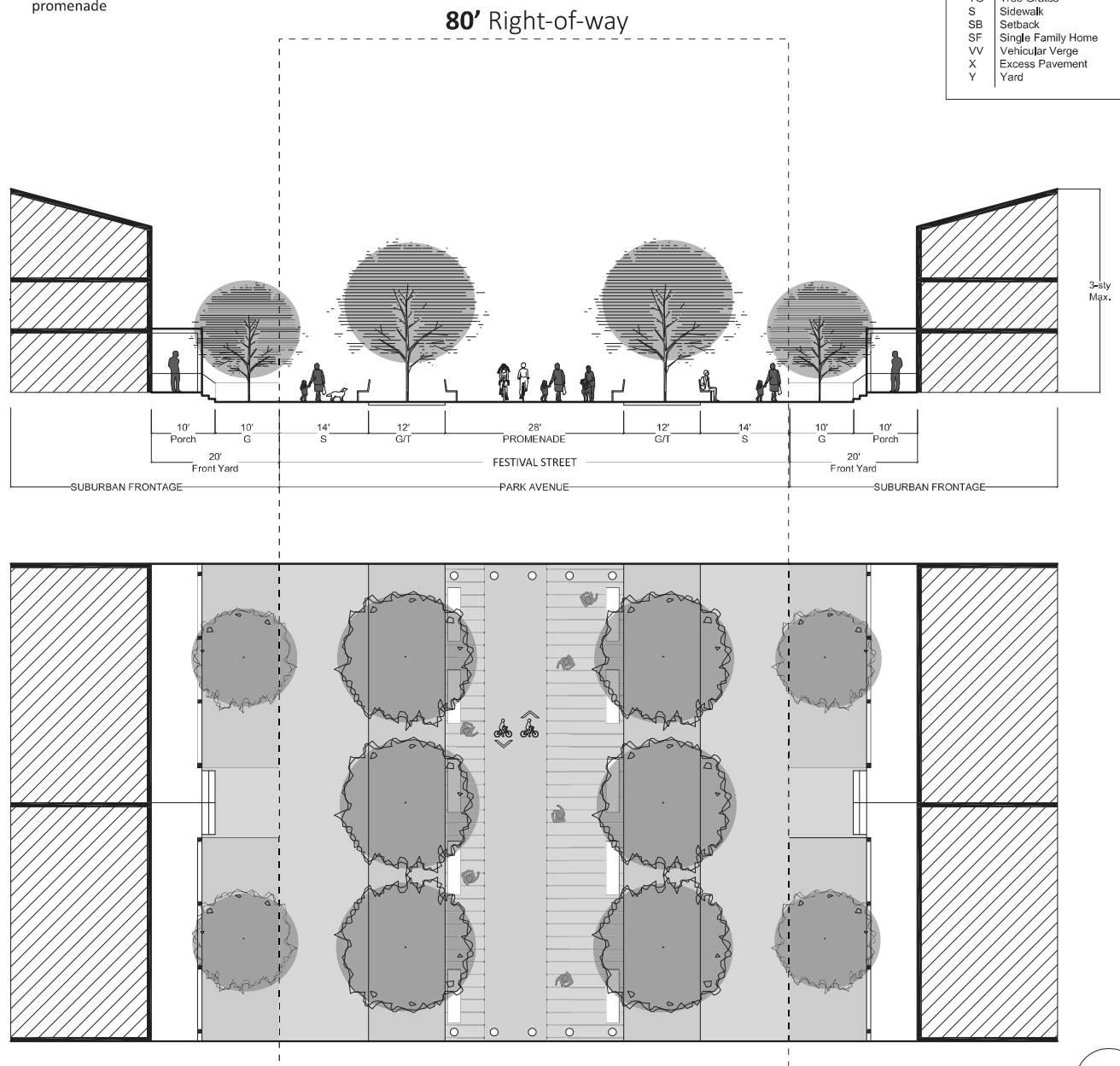


Figure 4.36: Alternative 3 Street Section/ Plan



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2nd Street



Figure 4.22: Plan View



Figure 4.23: Street View

2nd Street

Existing Conditions

- Existing Conditions
- 1. 5' sidewalk (both sides)
 - 2. 2 lanes
 - 3. Strip of grass/ swale along street edge (both sides)
 - 4. No curb and gutter (both sides)

Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

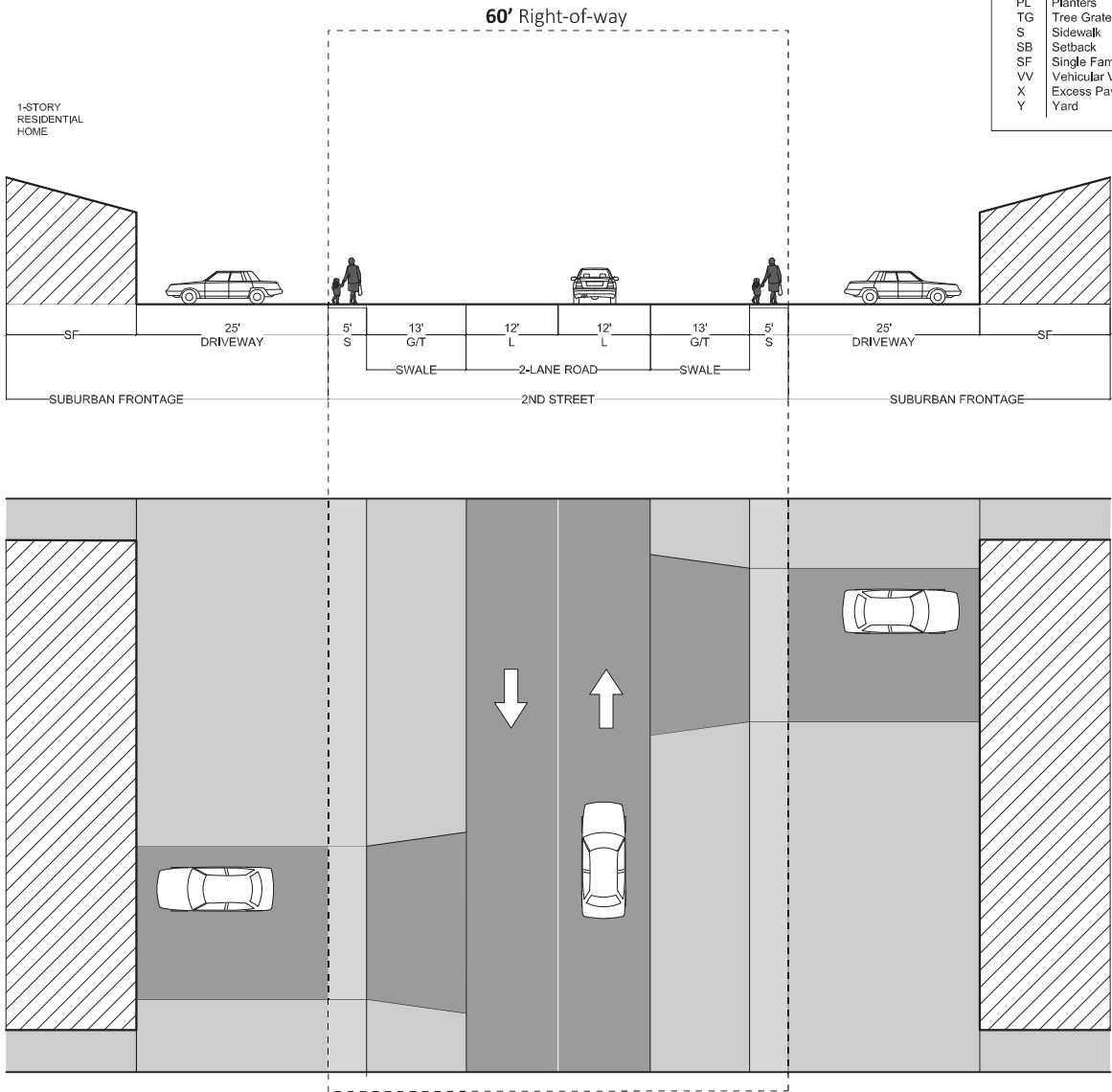


Figure 4.24: Existing Street Section/Plan



2nd Street Proposed Improvements

Proposed Improvements

1. New curb and gutter (both sides)
2. Narrow lane widths
3. Designate 5' bike lane at sidewalk level (both sides)
4. Expand sidewalk to 6' (both sides)
5. Provide shade trees along street edge (both sides)
6. As redevelopment occurs on east side (townhouse or 3-sty multi-family):
 - a. On-site parking moves to the rear of the lot and building comes closer to the street edge
 - b. Provide and enhance front yard

Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

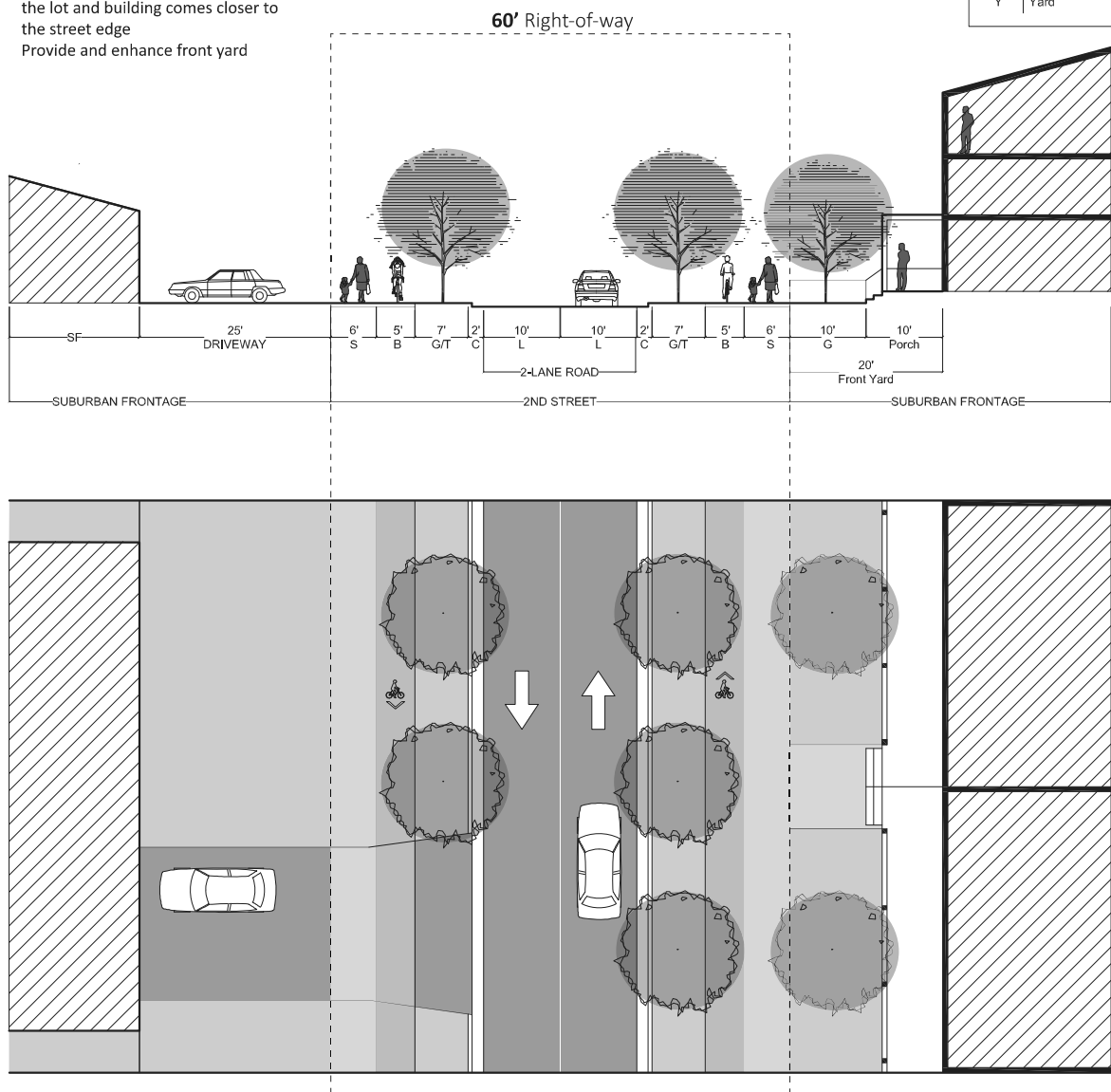


Figure 4.25: Proposed Improvements Street Section/ Plan



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Typical Proposed East-West Greenway Streets



Figure 4.26: Plan View (Date Palm Drive: Typical Proposed East-West Greenway Street)



Figure 4.27: Street View (Date Palm Drive: Typical Proposed East-West Greenway Street)

Typical Proposed East-West Greenway Streets

Existing Conditions

- Existing Conditions
- 1. 5' sidewalk (both sides)
 - 2. 2 lanes
 - 3. Strip of grass/ swale along street edge (both sides)
 - 4. No curb and gutter (both sides)

Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

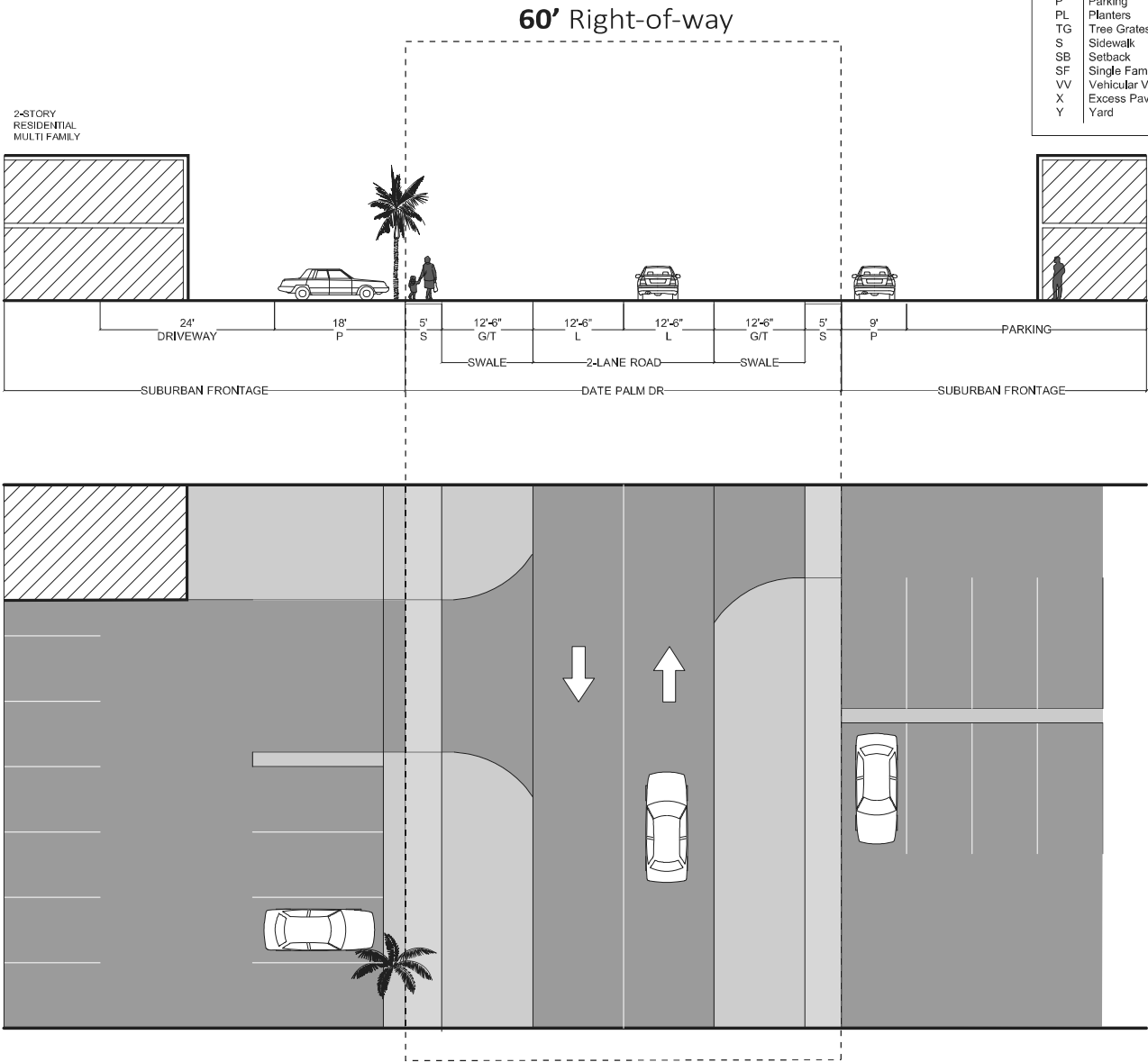


Figure 4.28: Existing Street Section/Plan



Typical Proposed East-West Greenway Streets

Proposed Improvements
Alternative 1: No On-Street Parking

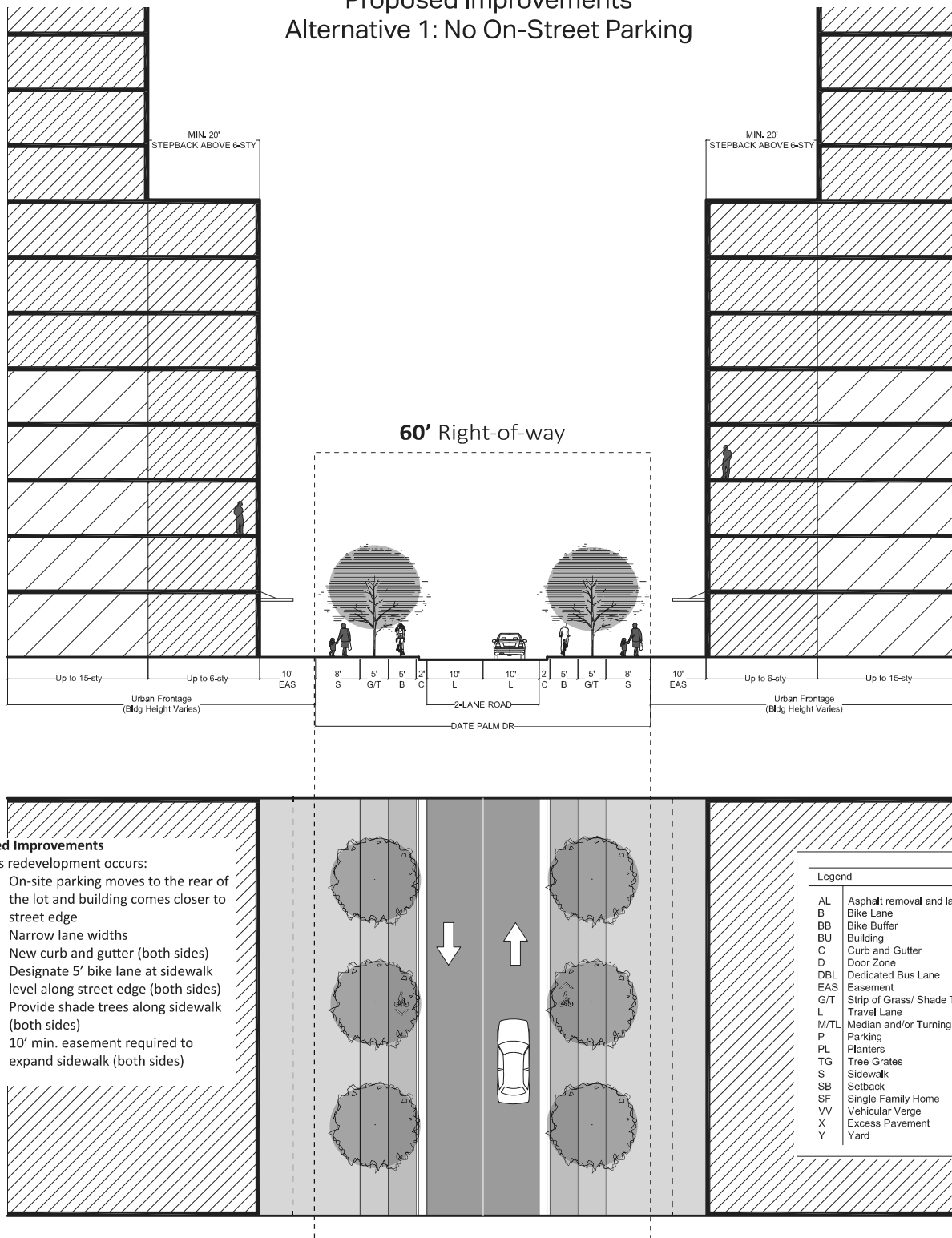


Figure 4.29: Alternative 1 Street Section/ Plan



Typical Proposed East-West Greenway Streets

Proposed Improvements Alternative 2: On-Street Parking

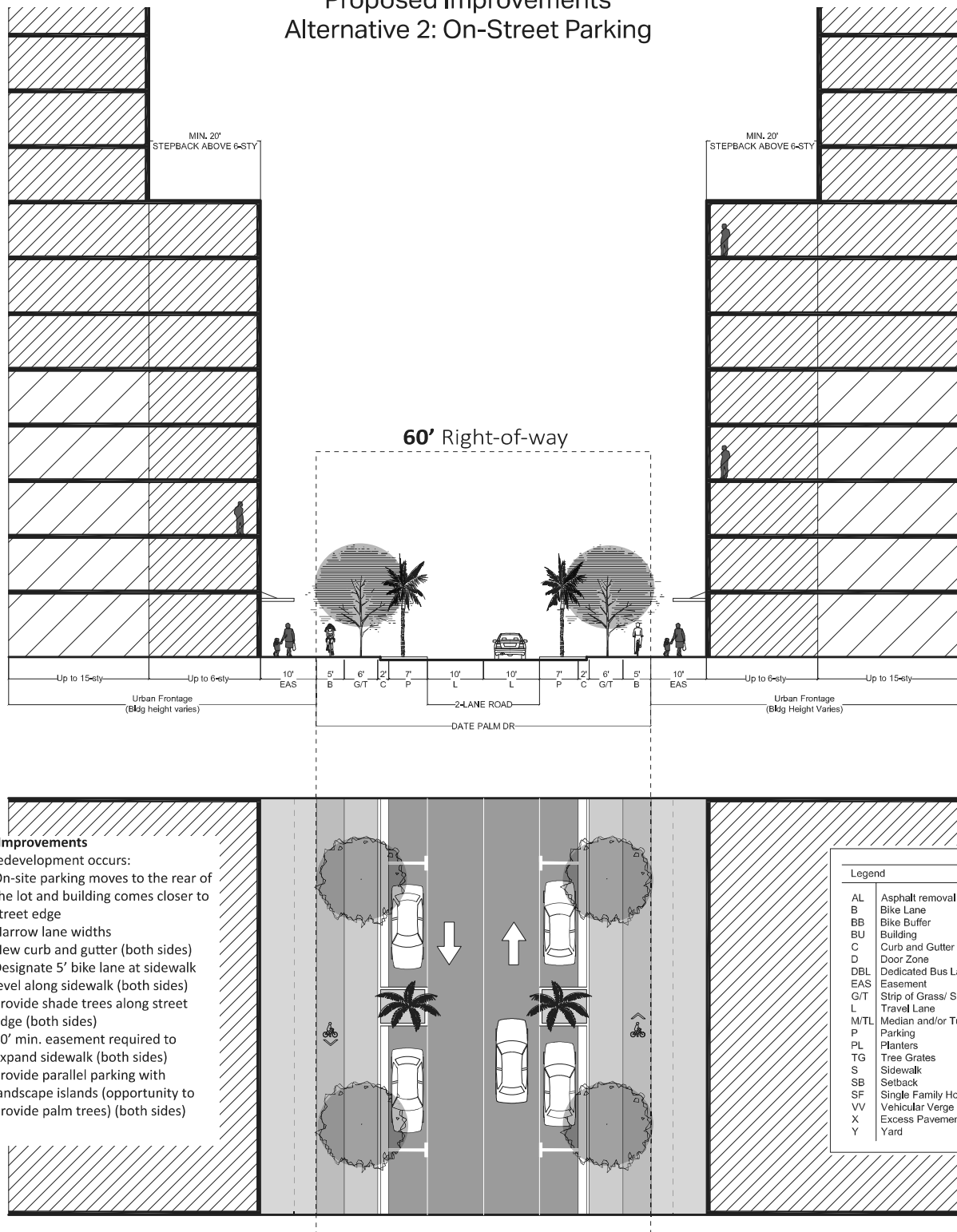


Figure 4.30: Alternative 2 Street Section/ Plan



Typical Proposed East-West Non-Greenway Streets



Figure 4.37: Plan View (Hawthorne Drive: Typical Proposed East-West Non-Greenway Street)



Figure 4.38: Street View (Hawthorne Drive: Typical Proposed East-West Non-Greenway Street)

Typical Proposed East-West Non-Greenway Streets

Existing Conditions

- Existing Conditions**
- 1. 5' sidewalk (both sides)
 - 2. 2 lanes
 - 3. Strip of grass/ swale along street edge (both sides)
 - 4. No curb and gutter (both sides)

Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

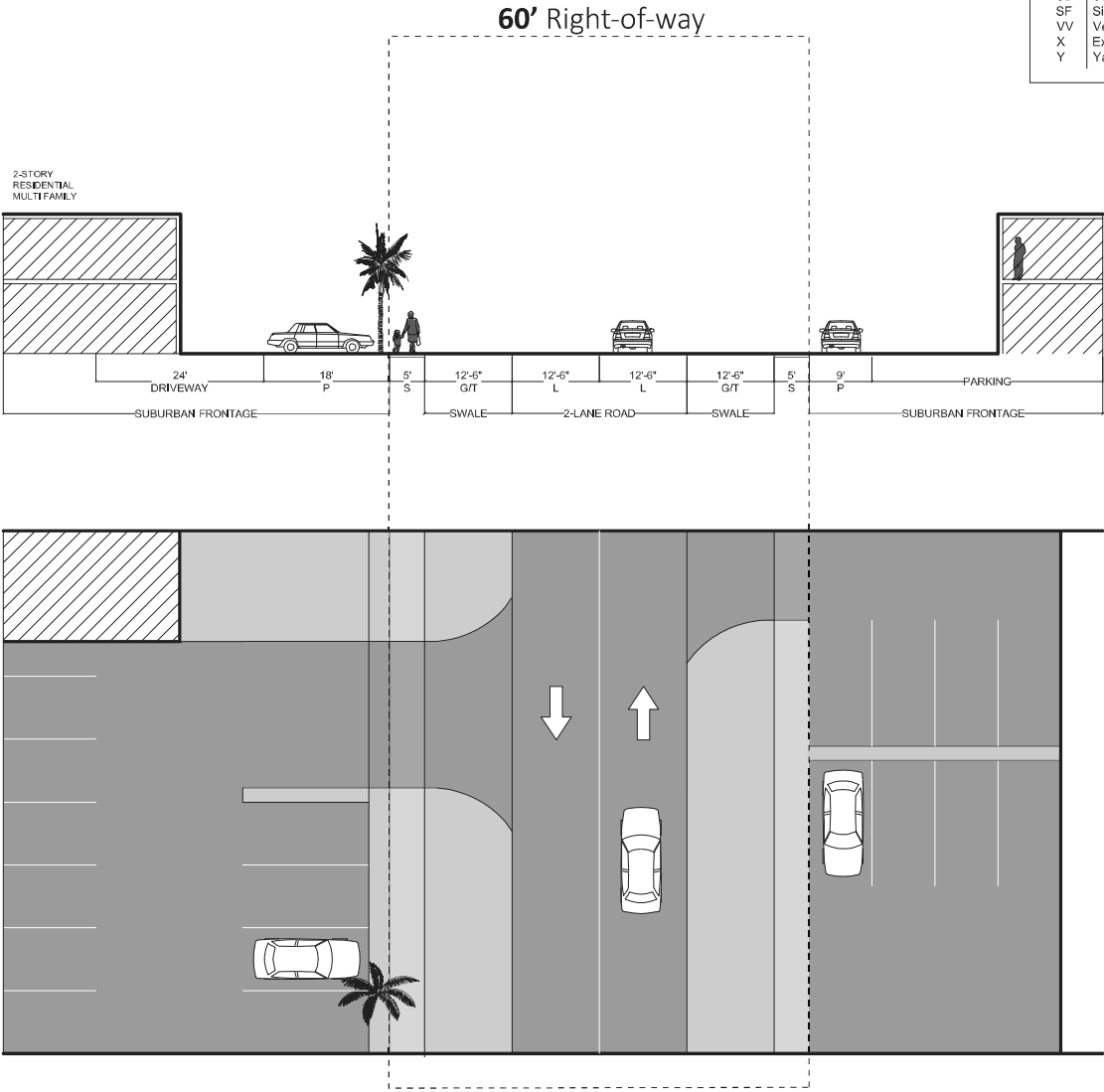


Figure 4.39: Existing Street Section/Plan

Typical Proposed East-West Non-Greenway Streets

Proposed Improvements
Alternative 1: No On-Street Parking

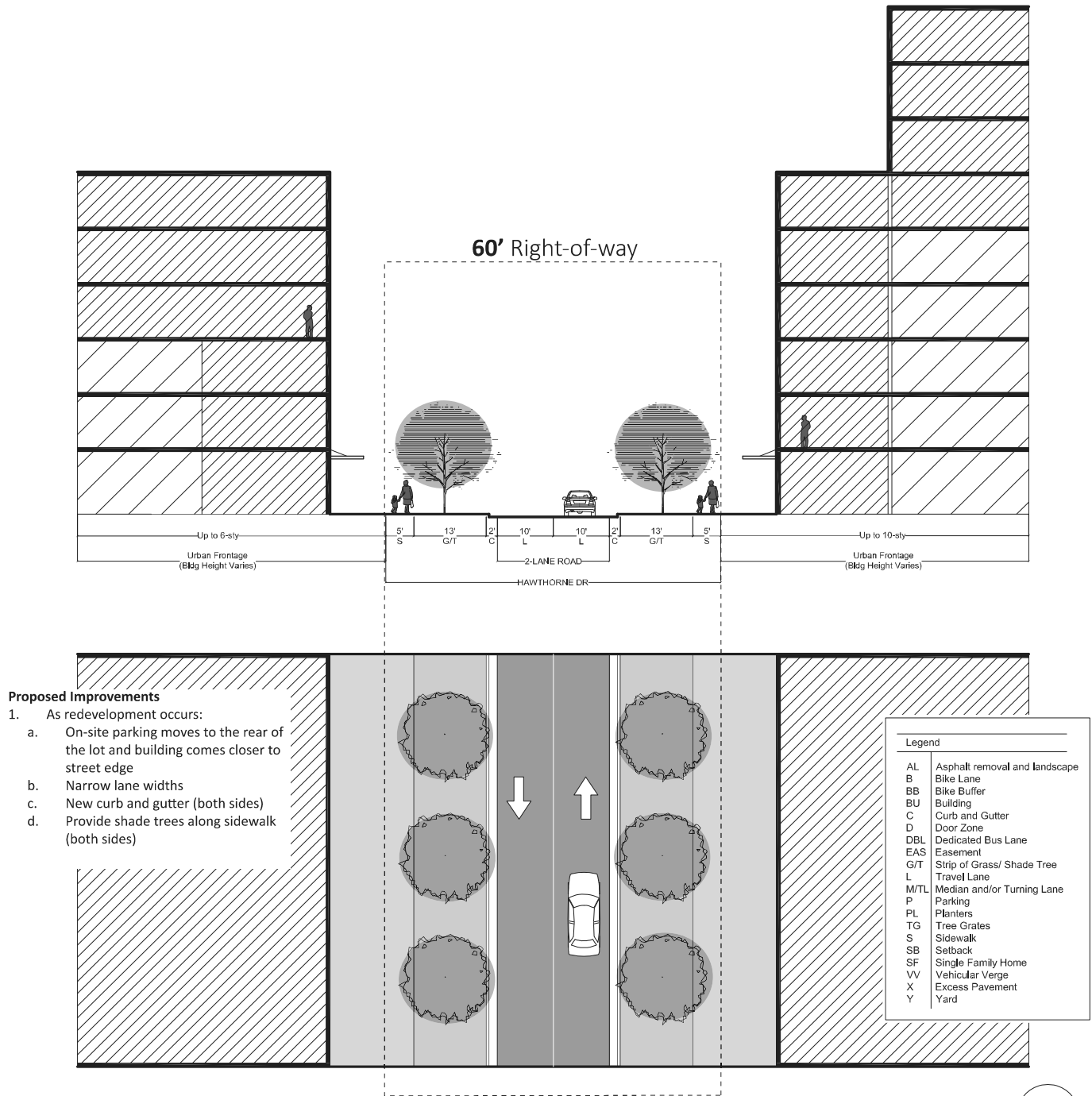


Figure 4.40: Alternative 1 Street Section/ Plan



Typical Proposed East-West Non-Greenway Streets

Proposed Improvements

Alternative 2: On-Street Parking

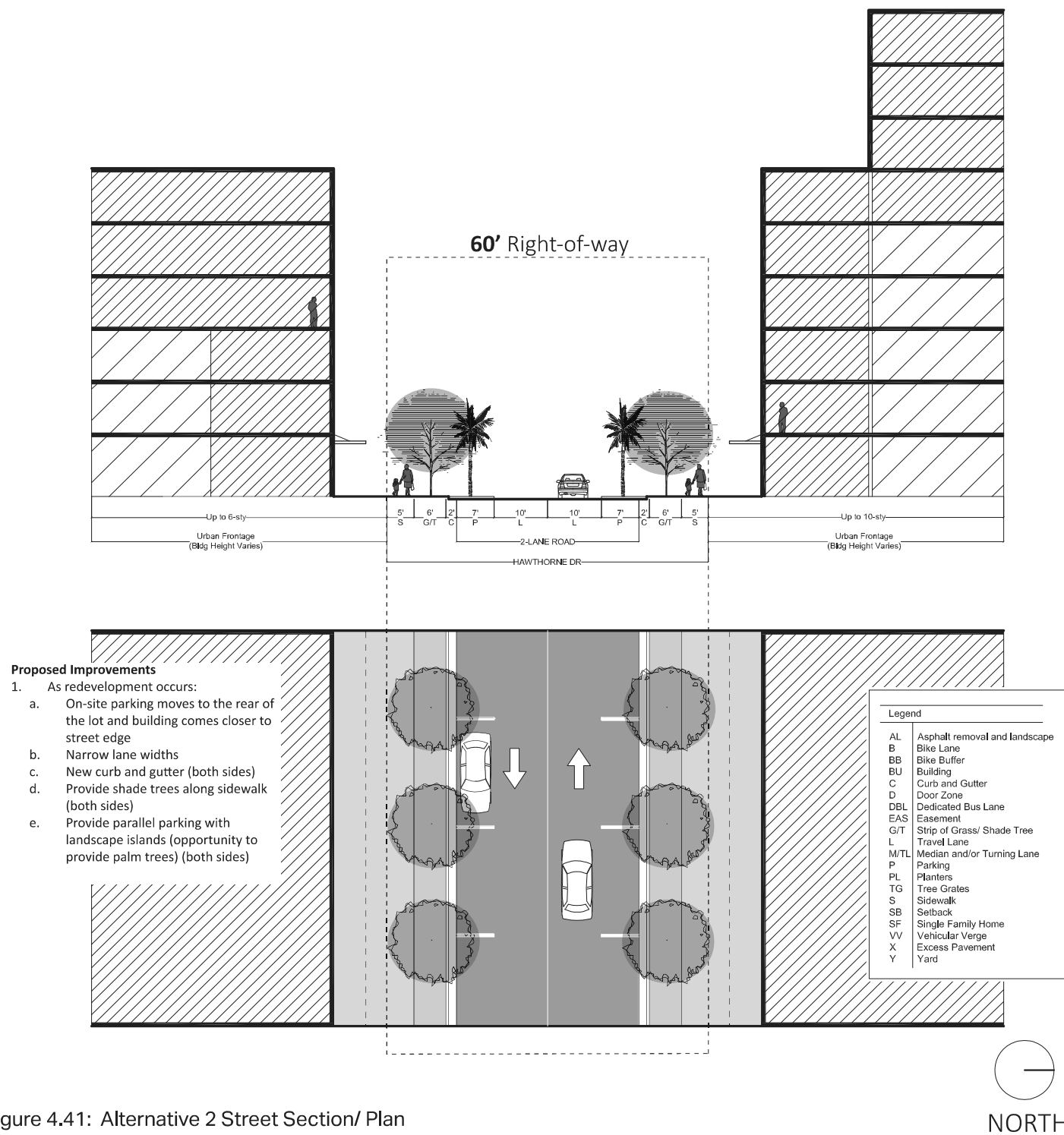


Figure 4.41: Alternative 2 Street Section/ Plan

Typical Proposed East-West Non-Greenway Streets

Proposed Improvements
Alternative 3: On-Street Parking (one side)

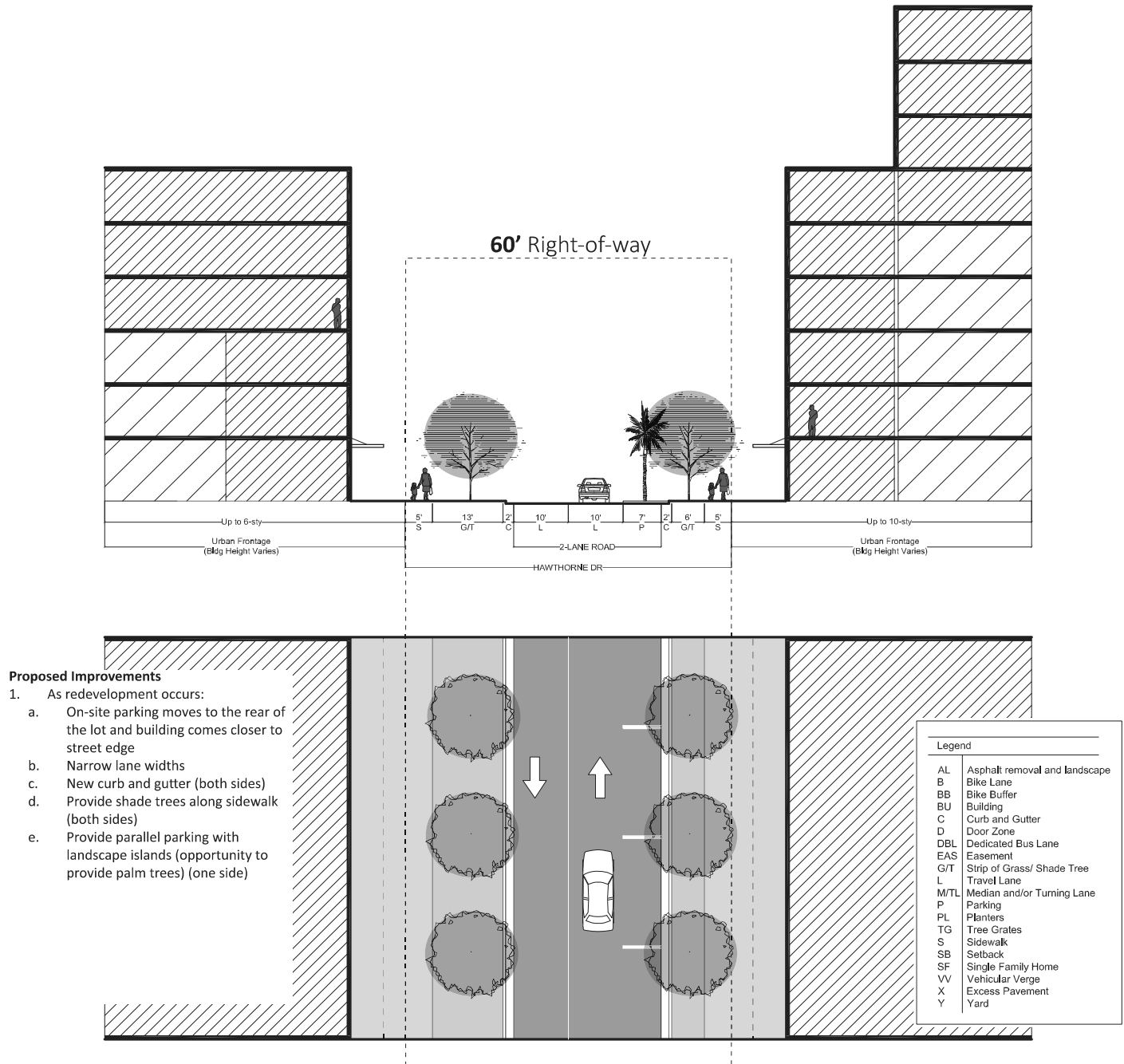


Figure 4.42: Alternative 3 Street Section/ Plan



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Adopted Five Year Capital Improvements Schedule

Ordinance No. 02-2017, the update of the Capital Plan Improvements element of the Town of Lake Park's Comprehensive Plan, has planned funding for the following areas located within the District:

Funding made available by various sources such as the General Fund, Storm water Utility Assessment, Grants, Special Assessments, CRA Funding and Streets and Roads.

Table 4.1: Five Year Capital Improvements Schedule

Project	Expense
Lake Shore Drive Drainage	\$8,200,000
Lake Shore Drive Promenade	\$150,000
New Marina Parking Lot	\$2,000,000
Park Avenue from Federal Hwy to 7th Street (improved landscape, medians, striping, signalization, paving, and drainage, lighting, "Complete Street" approx. 3,900 linear feet)	\$4,200,000 (Grant Funded 20%/ One Cent Sales Tax 80%)
Complete Streets Initiative/Safe Streets Program (Federal Highway approximately 4,100 linear feet)	\$6,000,000 (Grant)

Note: projects listed above are not slated to be implemented in a specific year because these projects are not required to maintain a level of service and most of them are contingent on grant funds.

Funding made available by \$0.005 Sales Tax:

- Park Avenue from Federal Hwy to 7th Street (improved sidewalks, linear park with pedestrian connections, striping, signalization)
- Mill roadways and overlay with 1" asphalt
- Replace sidewalks
- Roadway centerline striping
- Intersection improvements, ADA improvements
- Reconstruct Lake Shore Drive
- Lake Shore Drive Promenade at Lake Park Marina
- Lake Shore Marina Parking Lot
- Federal Highway pedestrian improvements including Complete Streets Initiative design

Note: Pursuant to a recent Town Commission meeting discussion, priority projects identified are the following:

- Street lighting
- Roadway striping
- CRA parking lot
- Florida LambdaRail research and education network
- Lake Shore Drive drainage improvements
- Town Hall renovations

Potential Sources of Grants

A comprehensive list of grant programs and resources for many redevelopment-associated activities and projects is included in the Capital Chapter of the Market Analysis in Part 2 of this report. The grants that may be the most applicable to public realm improvements to the streets and open spaces for a redevelopment area or a historic district are listed below. It must be noted that Grant programs continually change as does funding availability and criteria for grant eligibility. The information included below is subject to change and not all programs may be active.

Table 4.2: Potential Sources of Grants

Category	Available Program	Summary Description	Agency or Funding Source
Community/ Economic Development	Florida Main Street Program	Revitalization of Historic Downtown and Commercial Districts	Florida Department of State
Community/ Economic Development	Economic Development Assistance Programs	Funding for Infrastructure to support new investments and job creation	Economic Development Administration
Recreation and Conservation	Florida Greenways and Trails Program Financial Assistance	Acquire land to facilitate the establishment of a Statewide system of greenways and trails	Florida Department of Environmental Protection
Recreation and Conservation	Florida Recreation Development Assistance Program (FRDAP)	Fund acquisition and development of land and trails for public outdoor recreation purposes	Florida Department of Environmental Protection
Recreation and Conservation	Land and Water Conservation Fund Program	Development of acquisition of land for public outdoor recreational purposes	US Dept of Interior
Recreation and Conservation	Recreational Trails Program	Provide renovate or maintain recreational trails motorized or unmotorized	Federal Highway Administration through the Florida DEP
Transportation	Pedestrian and Bicycle Program	Improve the environment for safe comfortable and convenient walking and bicycling trips, improve interaction among motorist, bicycles and pedestrians	US Dept of Transportation
Transportation	Safe Routes to School Program	Improve conditions for walking and bicycling for Elementary and Middle School Children	US Dept of Transportation

Part 4: The Vision

The Development Pattern

Once the analysis of the public realm was complete, the team began to analyze the development pattern. Along Federal Hwy. the development pattern is primarily suburban, which is characterized as single story commercial structures with parking on the front of the buildings, along the street edge. To the west, behind the commercial, the typical development pattern is single family. To the east, it is primarily multi-family with a mixture of owner-occupied and rental apartment buildings. The residential development pattern is also suburban.

The vision for the District is to establish a Mixed Use area whereby residential and commercial uses could be integrated vertically and horizontally. The buildings that vertically integrate the uses could be placed along the Federal Hwy. corridor to establish a vibrant urban environment where more people can access the shops and restaurants by foot. Along the single family neighborhoods to the west, only low-medium density residential such as sideyard or townhouses should be permitted. In order to establish compatibility along 2nd Street, it is recommended that the front setbacks for the townhouses be a minimum of 15 feet with heavily landscaped front yards. Parking is recommended to be placed and accessed off the rear of the lot of the townhouses for two reasons:

The first reason is to establish a continuous pedestrian and landscaped area along the streets without the interruption of driveways. Secondly, to establish frontage along the ground floor, which provides eyes on the street.

Along Lake Shore Drive, the vision is to establish a denser, medium to high density urban residential development pattern facing the waterfront. Along Federal Hwy. and Lake Shore Drive, buildings should be placed closer to the street and parking should always be to the rear or interior of the lot. Because the sidewalks are very narrow along these streets, it is recommended that the setbacks be a minimum of 10 feet to expand the sidewalk area. Colonnades and deep overhanging shade structures should be encouraged to create a comfortable walking environment along Federal Hwy. and Lake Shore Drive.



Figure 4.43: Existing Commercial Development Pattern (along Federal)



Figure 4.43: Existing Single Family (west of Federal Hwy)

In order to establish a cohesive environment that sensitively fits in with the character of the Town and respects the single family residential areas to the west, it is important to establish a transition of intensity and density. To do this, the team developed a building heights regulating plan that clearly marks where the transitions of heights need to be established. Figures 4.46 and 4.47 illustrate two possible options for this transition.

In both options, the concept is to require lower buildings along 2nd Street (2-3 stories maximum) and permit taller buildings along Federal Hwy. (6-10 stories maximum) and Lake Shore Drive (15 stories maximum). Option one assumes more redevelopment of the single family homes, along the east side of 2nd Street, through the acquisition of lots for block assemblages in order to achieve a higher density and height. Option two assumes less redevelopment of the single family homes. Option two shows a more gradual transition of heights from the west, whereas, Option one is less gradual. Both options, however, establish an appropriate transition of heights and will result in development that sensitively fits into the context. RMA recommends Option one, as this provides the ability to fit the growth the market supports for the area, however, if the desire of the community is to not have major redevelopment of the single family homes east of 2nd Street, then Option 2 is the best approach.



Figure 4.44: Existing Multi-Family Development Pattern (east of Federal)



Figure 4.45: Existing 8-story Apartments (east of Lake Shore Dr)

Figure 4.46: Proposed Building Heights Regulating Plan Option 1



Figure 4.47: Proposed Building Heights Option 2

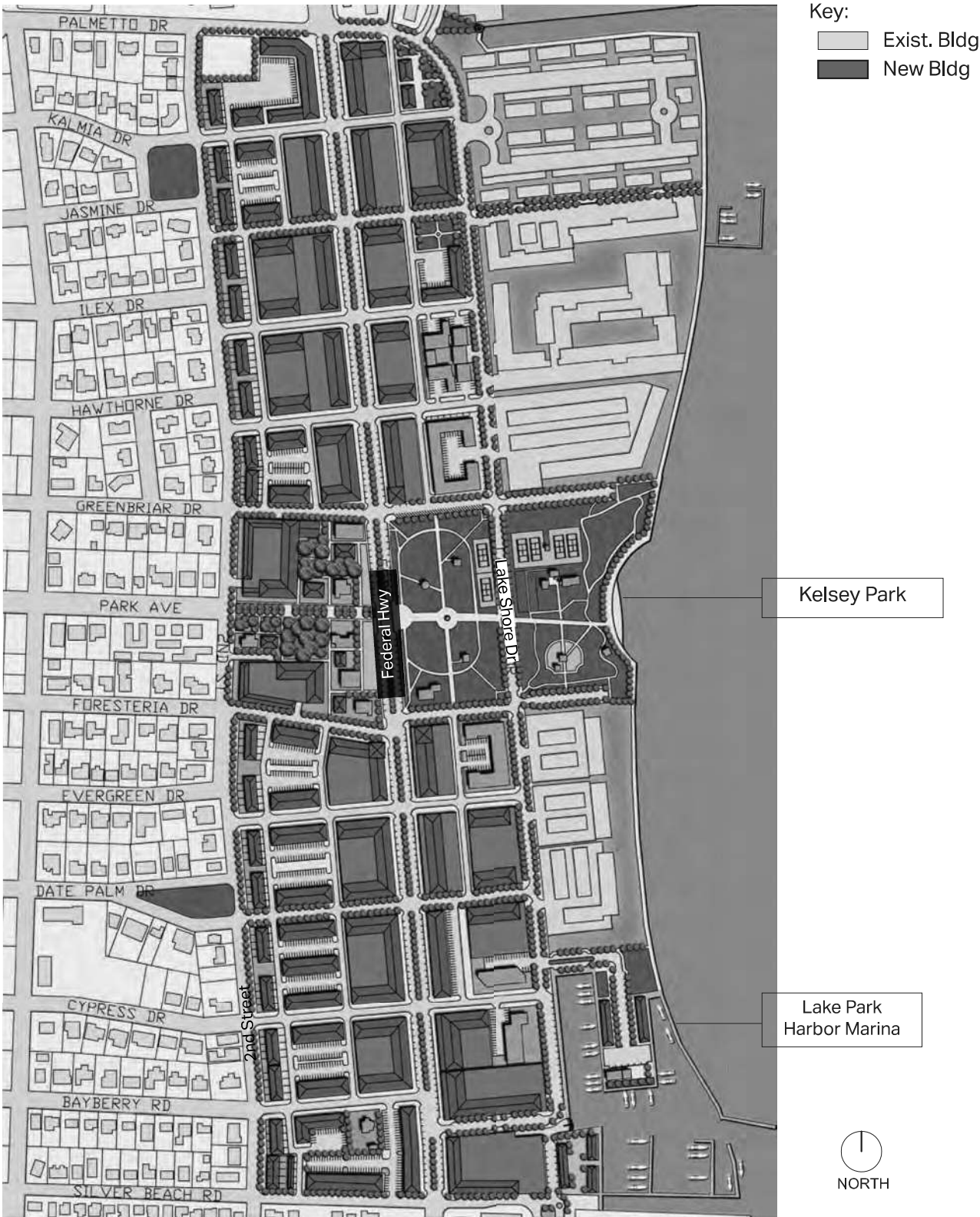


Master Plan

After understanding the potential improvements to the public realm (streets and open spaces) and appropriate development patterns, the team began to craft the Master Plan. The Master Plan is an illustrative plan that conceptually shows the potential redevelopment of the entire District at maximum buildout, which can take up to 20 years to complete. The Plan highlights the various proposed streetscape improvements, new public open spaces and enhancements to the existing parks and marina, alongside the potential private development. The improvements to the public realm are essential to encourage redevelopment and to increase the tax base in the District.

Not all of the public realm improvements, however, need to be implemented by the Town. Streetscape improvements that fall within the right-of-way and enhancements to the marina and public parks may be implemented by the Town, however, as redevelopment occurs developers can complete the streetscape improvements along their street frontages. The Master Plan is shown in Figure 4.48. On the following pages are descriptions of the proposed recommendations to implement the established vision for specific areas of the District.

Figure 4.48: Master Plan



**Kelsey Park Area:**

Kelsey Park is an incredible amenity for the District. Its combination of passive and active spaces as well as its waterfront location provides a variety of activities for people of all ages. The recommendations for the Kelsey Park area is to enhance the edges of the park with trees and to create additional pedestrian paths where they are missing or disconnected throughout the park. The Plan also illustrates the recommendation to relocate the parking inside the park to the street edges, so it is better distributed and accessible from all parts of the park. By moving the parking outside of the park there is additional space that can be converted for recreational use. Greenbriar Drive and Foresteria Drive are both proposed to be extended east through the park to provide additional parking and accessibility to the waterfront. The Town has expressed a desire to have outdoor events in the park, which will benefit from better pedestrian and bicycle connectivity.

West of Kelsey Park are the beautiful historic architectural buildings that are currently being used for commercial uses and have the potential to collectively create a unique entertainment and retail environment. As redevelopment occurs in the District, this area will have an opportunity to increase in value as high end restaurants and retailers seek buildings of this character to be part of a unique setting that is different from the urban environment along Federal Highway. As stated earlier, one of the options for Park Avenue is to restrict vehicular access along the portion of the street in the study area, to create a festival street with places for outdoor dining and events to take place. The recommendations for this area is to create a village type commercial and entertainment district with the existing historically significant buildings and new buildings that celebrate the "Old Town Charm." To do this, the properties to the rear of the historically significant buildings would have to be assembled. The Plan illustrates the potential to relocate all the parking to the rear of the buildings, as assemblage and redevelopment occurs, in order to create plazas and outdoor eating areas along Federal Hwy and along the festival street. The Plan also illustrates multifamily residential along Greenbriar Dr. and Foresteria Dr behind the historically significant buildings and new buildings along the festival street to enhance the marketability of this area.



Lake Park Harbor Marina:

The marina is one of the Town's greatest, yet most underutilized assets. The marina currently has a large amount of parking area, which understandably, is necessary to serve visitors and the boating community coming to launch from this location. From an aesthetic and real estate point of view, the marina needs to be enhanced to bring value to the site to facilitate and motivate private development around the marina. The marina offers very few services and amenities for people wanting to enjoy dinner or even a stroll along the waterfront. The recommendations for the marina is to establish, on the northern lot, public pavilions and space for special events. On the southern lot, the boat and trailer parking area can be pushed west inside a public parking garage to provide room for restaurants and outdoor pavilions where fishermen can clean the catch of the day. The area can be designed as a market place for weekend farmer's (and fish) markets. The public parking garage may be part of a public-private partnership, whereby the city owned parcels on the corner of US 1 and Silver Beach Road can be developed in conjunction with the parcels to the north as one master development. The existing interlocal agreement between the Town and Palm Beach County requires that the minimum number of boat trailer and vehicular parking, as well as water front access, be maintained on that site whether redevelopment occurs or not. The development surrounding the marina parking

garage is envisioned to be mixed use with retail and restaurants on the ground floor and residential above taking advantage of the beautiful ocean views.

2nd Street:

The value of a community is in its people and culture that defines that community. As redevelopment occurs in the District, it is imperative that the character of the adjacent neighborhood to the west is respected. New development and enhancements to the area should improve the quality of life for everyone. As previously stated, the concept is to establish a transition of heights to protect the single family on the west. The Plan illustrates two possible redevelopment scenarios for the properties along the east side of 2nd Street. Figure 4.65 illustrates the first redevelopment scenario which is a more gradual transition of heights. In this scenario, 3 story townhouses line 2nd Street. Immediately behind the townhouses are 3 to 4 story garden style apartments (with surface parking in the rear) in the middle and 6 story mixed use buildings along Federal Highway. Figure 4.66 illustrates the second redevelopment scenario which is a less gradual transition of heights but still appropriate for the area. In this scenario, 3 story townhouses line 2nd Street. Immediately behind the townhouses are 6 story apartment buildings (with structured parking in the rear) in the middle and 6 to 10 story mixed use buildings along Federal Highway.

Part 4: The Vision

Kelsey Park

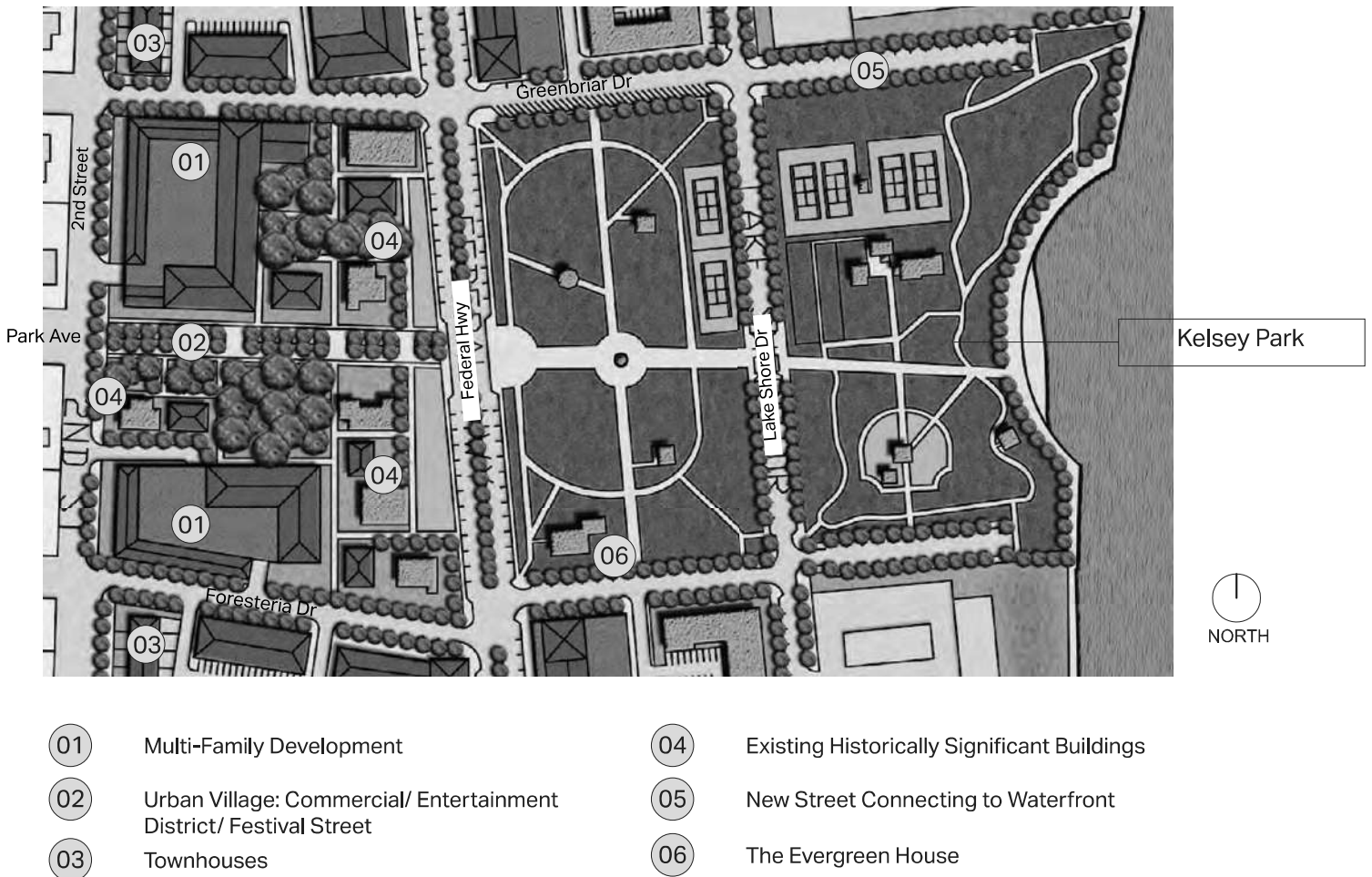


Figure 4.49: Kelsey Park Master Plan Detail



Figure 4.50: Existing features of Kelsey Park

Park Avenue

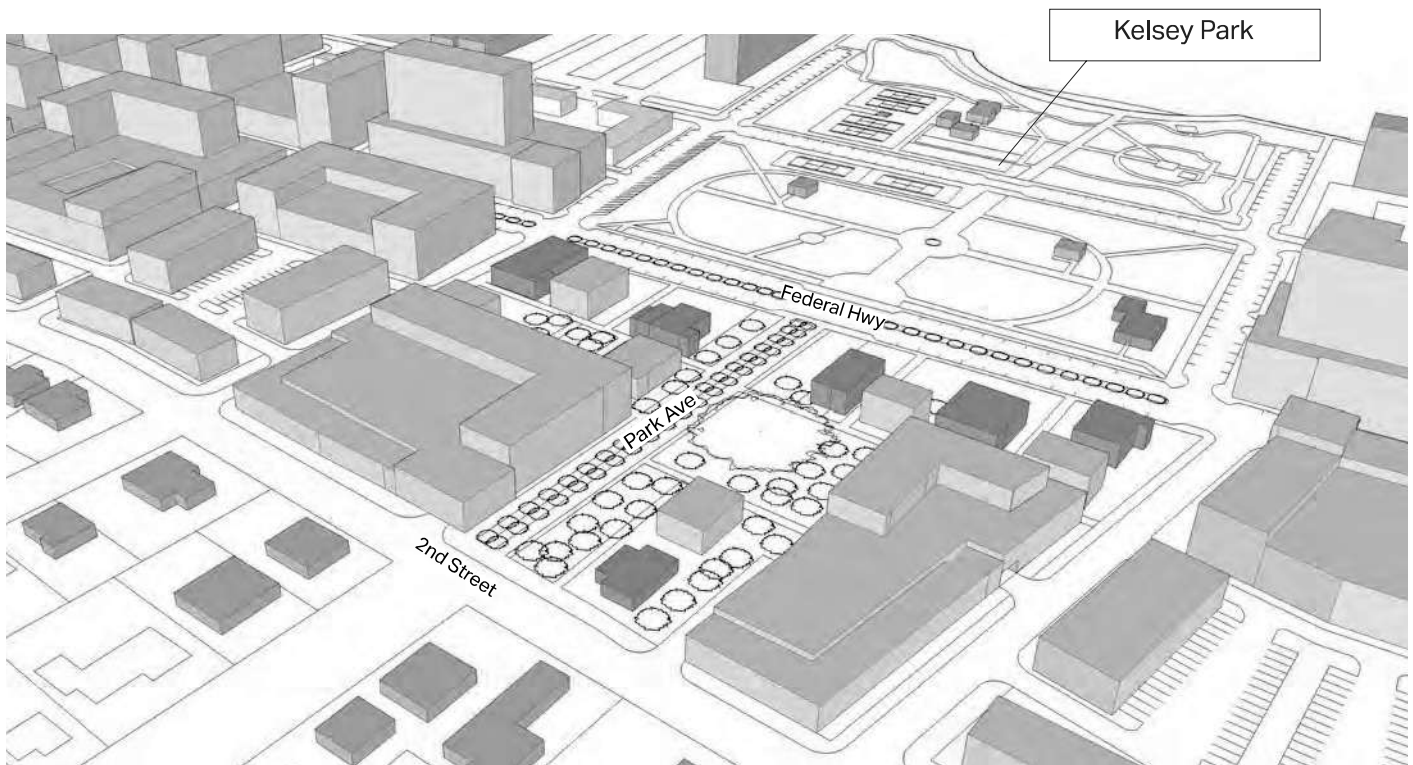


Figure 4.51: Proposed transition of heights looking east



Figure 4.52 Existing historically significant buildings along Federal Hwy



Figure 4.53 Examples of residential transitioning to commercial and entertainment areas

Part 4: The Vision

Lake Park Harbor Marina

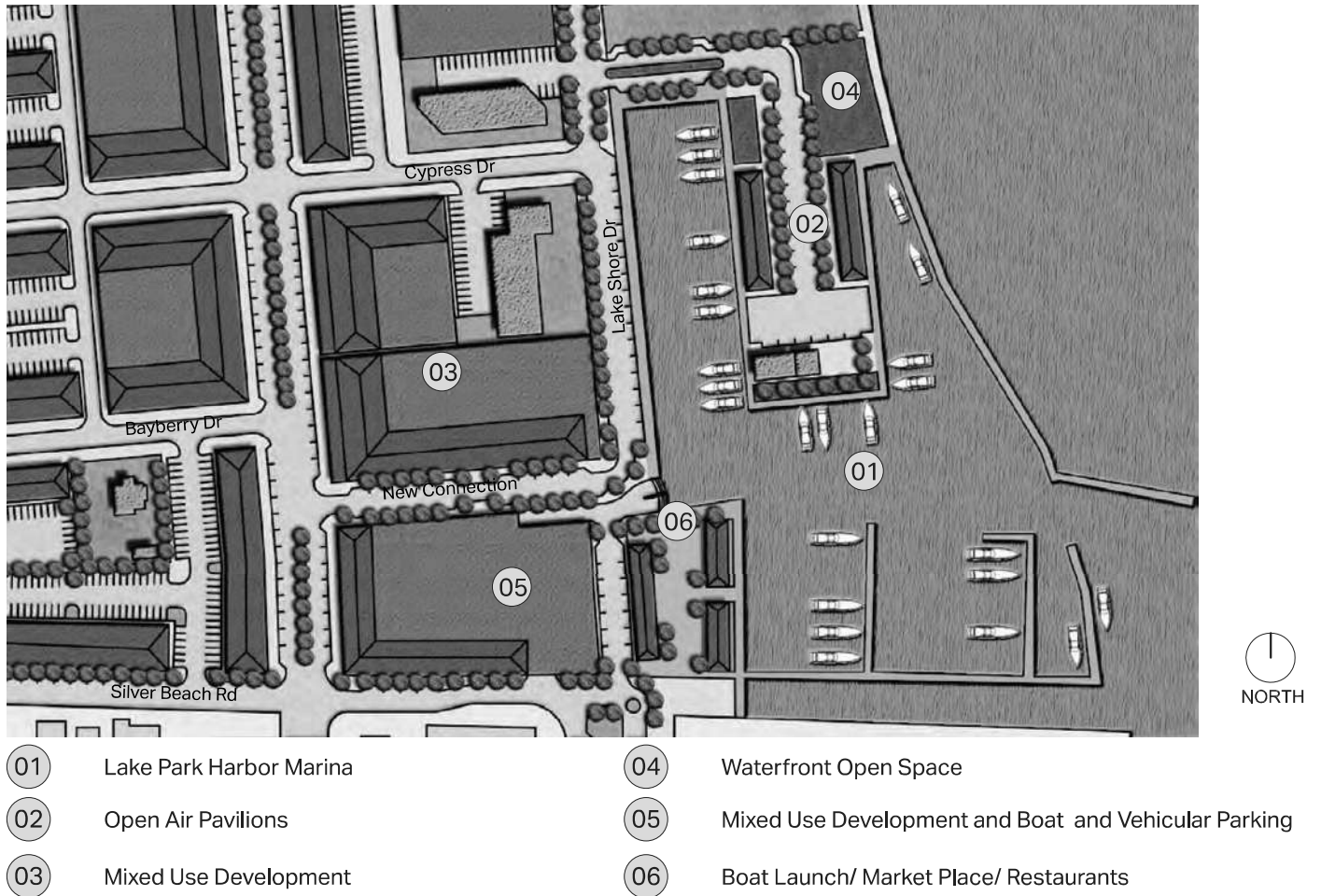


Figure 4.54: Lake Park Harbor Marina Master Plan Detail



Figure 4.55: Examples of waterfront public spaces and marketplaces

Lake Park Harbor Marina



Figure 4.56: View of Lake Park Harbor Marina of potential redevelopment improvements



Figure 4.57: Height transitions over Lake Park Harbor Marina

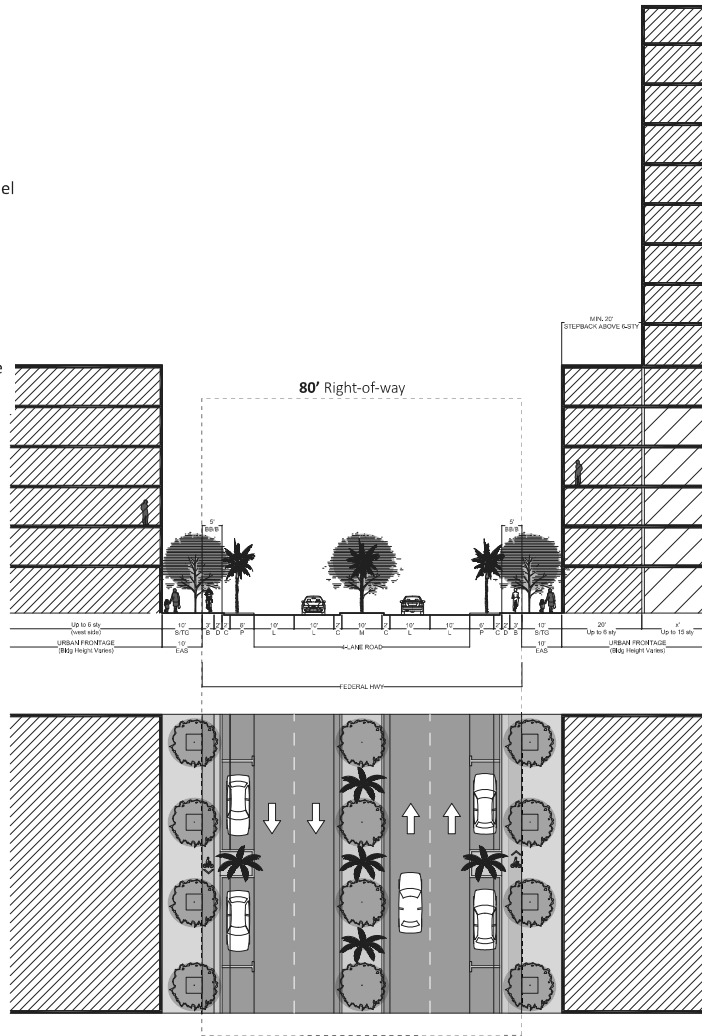


Figure 4.58: Example of a waterfront marina and development (Harborside, Jupiter, FL)

Federal Highway

Proposed Improvements

1. Convert center turn lane to landscape median
2. Narrow lane widths
3. As redevelopment occurs:
 - a. Relocate existing curb (both sides)
 - b. 15' min. easement to expand sidewalk and to provide parallel parking (both sides)
 - c. On-site parking moves to rear of lot & building comes closer to street edge
 - d. Designate 5' bike lanes at sidewalk level with 2' buffer (both sides)
 - e. Provide 10' sidewalk with tree grates (both sides)



Legend	
AL	Asphalt removal and landscape
B	Bike Lane
BB	Bike Buffer
BU	Building
C	Curb and Gutter
D	Door Zone
DBL	Dedicated Bus Lane
EAS	Easement
G/T	Strip of Grass/ Shade Tree
L	Travel Lane
M/TL	Median and/or Turning Lane
P	Parking
PL	Planters
TG	Tree Grates
S	Sidewalk
SB	Setback
SF	Single Family Home
VV	Vehicular Verge
X	Excess Pavement
Y	Yard

Figure 4.59: Federal Hwy Street Section/ Plan - Alternative 2: On-Street Parking



Figure 4.60: Example of mixed use along Federal Hwy and outdoor dining

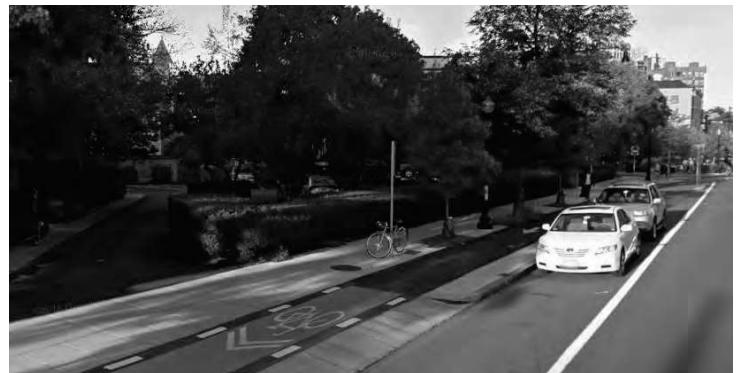


Figure 4.61: Example of bike lanes between sidewalk and on-street parking

Federal Highway

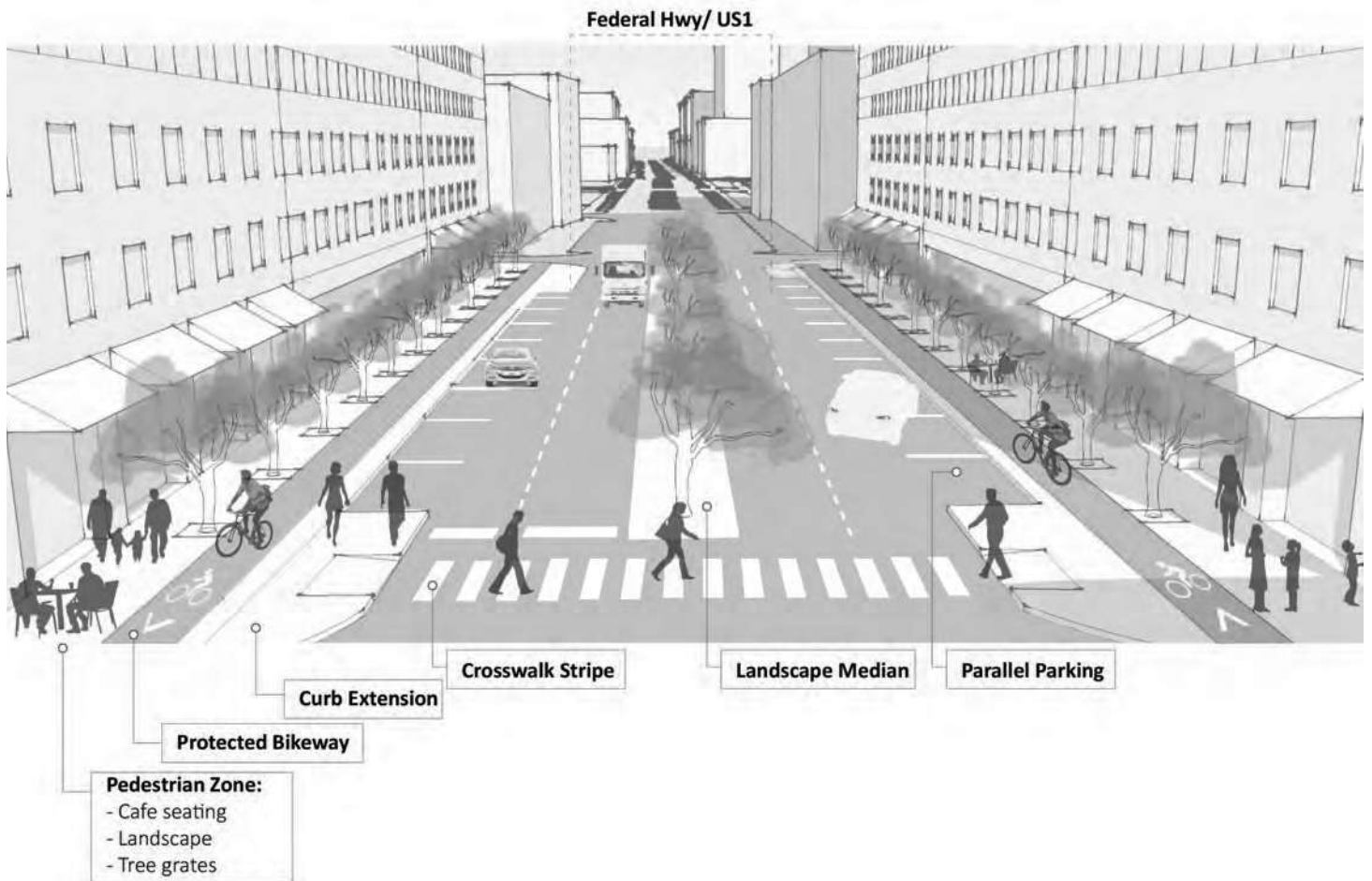


Figure 4.62: Federal Hwy Streetscape Diagram - Alternative 2: On-Street Parking



Figure 4.63: Example of South Florida Main Street

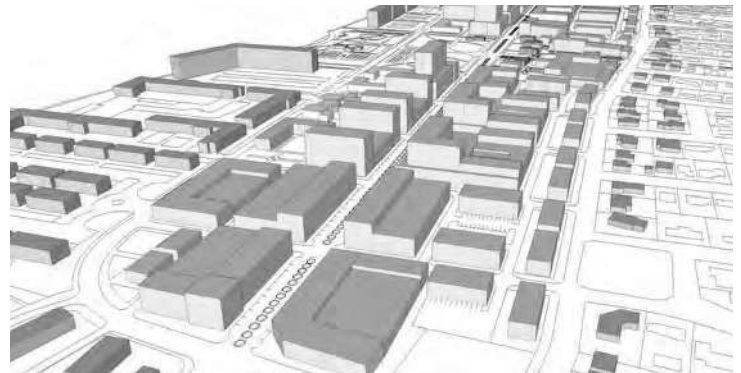


Figure 4.64: Proposed transition of heights looking south

Part 4: The Vision

2nd Street

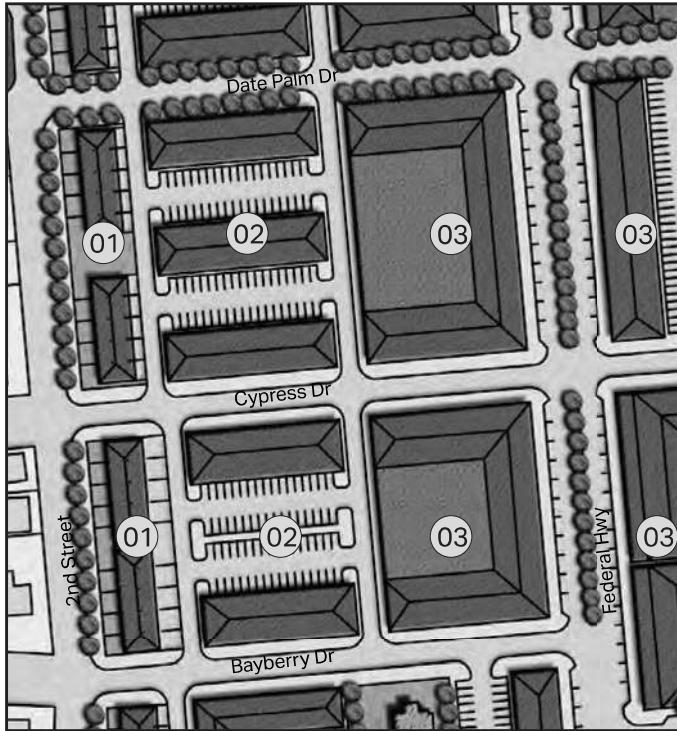


Figure 4.65: Redevelopment Scenario 1

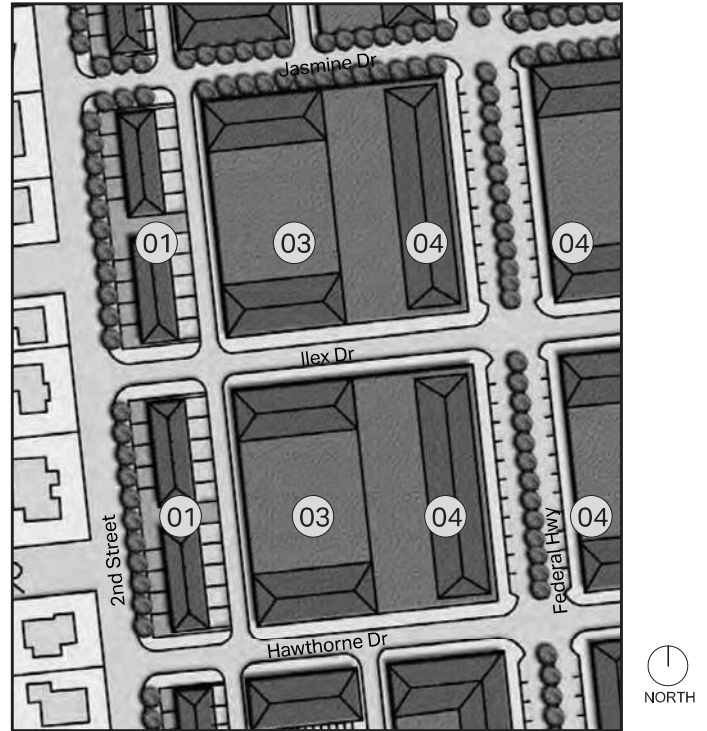


Figure 4.66: Redevelopment Scenario 2

- 01 Townhouses/Sideyard Single-Family Homes
- 02 Garden Style Apartments
- 03 Mixed Use Development
- 04 Mid-Rise Development



Figure 4.67: Example of sideyard houses



Figure 4.68: Example of townhouses



Figure 4.69: Example of garden-style apartments

Context Sensitive

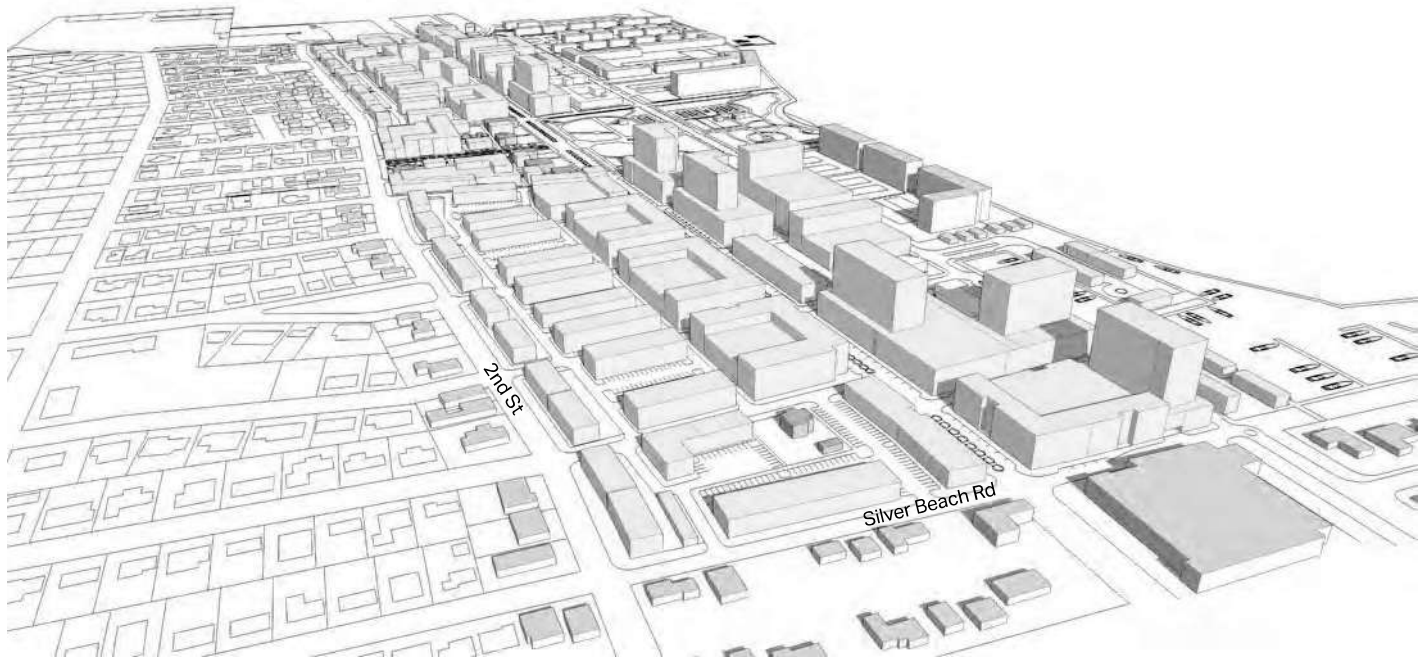


Figure 4.70: Proposed transition of heights from 2nd Street to Lake Shore Drive looking north



Figure 4.71: Example of proposed transition of heights/ Mid-Rise Development

Part 5: Basket of Rights

Recommended Changes to Densities and Intensities

After crafting the recommendations for implementing the vision plan for the Federal Highway Mixed Use District, based on the appropriate development pattern and height transitions, RMA conducted a build out analysis to understand the actual maximum capacity for development in the District. The build out analysis takes each block and determines how much square footage of commercial development and residential units fit within the building along with the minimum number of parking spaces required. In this exercise the objective is to fill the maximum permitted envelope, which is established by the heights and lot coverages. In Table 5.1 the column on the right summarizes the total potential build out, which is approximately 3,829 units for the entire district and approximately 454,136 square feet of commercial, assuming that the ground floor of every building along Federal Highway and Park Ave only is commercial. These numbers include existing residential (121 units) and commercial (13,336 sq ft) uses that are not expected to redevelop, such as the condos along Lake Shore Drive and the historic buildings in Kelsey Park area.

What this analysis shows is that the proposed maximum building envelope can accommodate well beyond what the market can support in Lake Park. As stated earlier, there are sufficient existing entitlements today to support the projected growth in the next 15 year planning horizon, which is the typical planning horizon in the Comprehensive Plan. Both the east and west side of Federal Highway, prescribe maximum density thresholds and do not have a basket of rights in place. As explained earlier, the basket of rights approach is the best approach as it simply places all the rights into one basket for everyone to use, as needed, versus distributing the rights on a parcel by parcel basis which is the traditional land use approach used today. Under this approach, if a property owner chooses not to develop to the maximum potential, as established by the density, those development rights stay trapped in that parcel and the full market potential may not be realized.

Appendix B: Basket of Rights Analysis (Block by Block), is a block by block summary of the maximum potential build out for commercial and residential. The column on the right is the net density of the proposed developments. The analysis shows that the current density thresholds for both the east and west are not compatible with the proposed permitted heights. In other words, in areas where the maximum density is currently permitted to be 20 units/acre the actual development capacity is at 60 units/acre.

Because it is difficult to predict how much density an actual development site needs, which is usually dictated by the size of units that are being built, it is recommended to not define density on a parcel by parcel basis and instead establish a basket. This allows flexibility for development to respond to market conditions.

Table 5.1: Entitlements Analysis

	Data			Existing FLU Entitlement Summary		RMA Master Plan Buildout Analysis	
District Totals	SF	Acres (Gross)	Acres (Net)			District Totals	
	3,495,645	80.17	56.88	Commercial Entitlement (SF)	11,456,498	Commercial Buildout Total (SF)	454,136
				Residential Entitlement (Units)	3,049	Residential Buildout Total (Units)	3,829
East Totals (Block 1 - 10)	SF	Acres (Gross)	Acres (Net)			East Totals	
	1,430,493	32.8	22.94	Commercial Entitlement (SF)	6,297,905	Commercial Buildout Total (SF)	284,700
				Residential Entitlement (Units)	2,102	Residential Buildout Total (Units)	2,284
						Multi-Family Units	2,127
						Garden Style Apartments	28
						Townhouse Units	7
						Existing Condo Units to Remain	122
West Totals (Block 11-22)	SF	Acres (Gross)	Acres (Net)			West Totals	
	2,065,152	47.37	33.94	Commercial Entitlement (SF)	5,158,593	Commercial Buildout Total (SF)	205,436
				Residential Entitlement (Units)	947	Existing Historic Commercial SF to Remain	13,336
						Residential Buildout Total (Units)	1,545
						Multi-Family Units	1,026
						Garden Style Apartments	420
						Townhouse Units	98
						Existing Historic Units to Remain	1

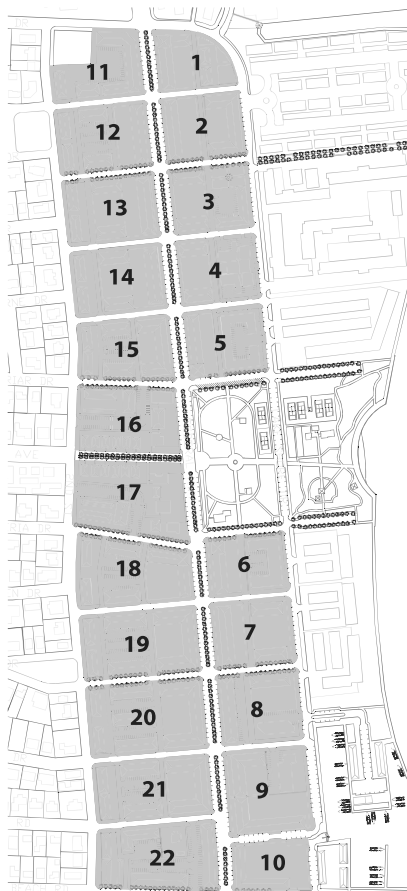


Figure 5.1: Key Map of District Blocks

Part 6: Transfer of Development Rights Analysis

Transfer of Development Rights Analysis

Introduction

What is a TDR Program?

Local governments can create Transfer of Development Rights (TDR) programs that allow the private market to assess development feasibility while also meeting a public policy goal, usually related to historic preservation or conservation.

TDR programs can be complicated, and require an extensive process to establish, including legal, legislative and regulatory requirements along with significant public education. There is an abundance of documentation and case study work available online, and the American Planning Association offers good information.

There are different economic benefits available from TDR programs, including stimulating redevelopment and managing growth and expansion. Most successful TDR programs focus on a specific policy goal, such as historic preservation or open space conservation. With the absence of these priorities, there are better tools available to local governments to spur revitalization.

How much does a TDR Program cost?

The costs to begin a program includes staff time, consultant costs, and legal fees. There are also management costs associated with the administration of the program.

The costs to developers and property owners to participate include the market established price of the transferred development rights, plus additional fees and costs, primarily legal and regulatory.

How does a TDR Program work?

Parcels are identified for preservation or conservation, which are in what is designated as the "sending" area. Zoning regulations and entitlements are not changed, but property owners in this area are able to sell their unused development rights to property owners and developers in a "receiving" area, which is an area that the policy making body has designated for redevelopment, revitalization, and/or higher development intensity.

What makes a TDR Program successful?

1. A clear and valid public purpose;
2. Clear designation of the sending and receiving areas;
3. Recording of the development rights as a restrictive covenant or conservation easement;
4. Uniform standards and clear legislation;
5. Transparent, sophisticated and efficient processes;
6. Strong market conditions;
7. Creating an adequate formula for allocating development rights;
8. Adequate infrastructure in the receiving area;
9. Letting the market for TDR transfers work

Analysis of the Feasibility for a Transfer of Development Rights Program in the Federal Highway Study Area

The study area is located in the Town of Lake Park, and is comprised of the blocks on the east and west side of Federal Highway, between Silver Beach Road and Northlake Boulevard, as illustrated below:



Figure 6.1: Key Map of District Blocks

The area on the west side of Federal Highway, blocks 11-22, is comprised primarily of single family homes with commercial parcels directly facing Federal Highway. The purpose of this analysis is to determine if there is a need and a market for a TDR program which transfers development rights from blocks 11-22 on the west side ("Sending Area") to the blocks 1-10 on the east side of Federal Highway ("Receiving Area"), which has been identified as an area for mixed use redevelopment and new investment.

The purpose of the TDR program, if viable, is to:

1. Preserve the 3 historic properties located on the west side of Federal Highway, comprised of one home and 2 commercial buildings, and to also preserve the single-family character of the area.
2. To provide an incentive for new investment and redevelopment of the east side of Federal Highway.

This analysis considers the feasibility of a transfer of development rights for both commercial as well as residential uses.

Part 6: Transfer of Development Rights Analysis

Commercial

The following table includes the following information:

1. Existing built square feet
2. Square feet of historic commercial properties
3. Total commercial entitlements
4. Unused, but available entitlements
5. Realistic, full buildout square feet of commercial space per the Mixed Use Master Plan
6. The amount of additional square feet needed above the existing entitlements to realize full buildout.

There is currently 122,679 square feet of commercial space in the east side of the study area, and the market analysis has identified 5-7 year market potential of an additional 165,000 square feet. The total current commercial entitlements

per the Town's Comprehensive Plan is just below 3.5 million square feet of commercial space. The projected total buildout of commercial space on the east side of the district according to the Master Plan is 248,700 square feet, or 7% of current entitlements.

The total buildout of commercial space does not provide enough space to meet market potential, however, the additional market demand can potentially be absorbed as commercial space fronting the west side of Federal Highway.

Based on this information, and since current commercial entitlements provide more than enough commercial space to meet both market demand and realistic buildout scenarios, the need and market for a TDR program to transfer commercial space to the east side does not exist.

District Block	Existing	Historic Properties	Entitlements	Unused	Full Buildout	Needed for Buildout
1 & 2	45,427	-	659,270	613,843	36,900	-
3	-	-	362,135	362,135	18,000	-
4	13,785	-	361,300	347,515	13,800	-
5	12,638	-	369,455	356,817	12,600	-
6	17,158	-	336,525	319,367	48,000	-
7	11,724	-	366,532	354,808	37,900	-
8	12,055	-	397,096	385,041	27,400	-
9	9,892	-	470,118	460,226	27,600	-
10	-	-	253,800	253,800	26,500	-
11	2,998	-	151,450	148,452	17,500	-
12	6,084	-	399,842	393,758	13,500	-
13	10,807	-	395,657	384,850	15,600	-
14	13,076	-	393,657	380,581	15,600	-
15	11,200	-	376,100	364,900	13,500	-
16	5,957	5,957	449,603	443,646	10,500	-
17	7,379	7,379	525,715	518,336	10,500	-
18	7,746	-	492,415	484,669	13,500	-
19	12,744	-	491,265	478,521	13,000	-
20	9,886	-	524,658	514,772	13,000	-
21	10,608	-	449,363	438,755	13,000	-
22	17,166	-	513,155	495,989	42,900	-

Residential

The following table includes the following information:

1. Existing residential units
2. Historic properties
3. Total residential entitlements
4. Unused, but available residential entitlements
5. Realistic, full buildout of residential units per the Mixed Use Master Plan
6. The amount of additional units needed above the existing entitlements to realize full buildout.

District Block	Existing	Historic Properties	Comp Plan Entitlements	Comp Plan Density	Unused	Full Buildout	Needed for Buildout
1 & 2	-	-	363	60	363	327	-
3	-	-	199	60	199	204	5
4	19	-	199	60	180	118	-
5	46	-	203	60	157	222	19
6	36	-	185	60	149	198	13
7	26	-	202	60	176	455	253
8	30	-	219	60	189	183	-
9	12	-	344	80	332	423	79
10	-	-	186	80	186	154	-
11	-	-	28	20	28	4	-
12	6	-	73	20	67	151	78
13	6	-	73	20	67	229	156
14	8	-	72	20	64	229	157
15	7	-	69	20	62	151	82
16	7	-	82	20	75	48	-
17	9	-	97	20	88	48	-
18	8	-	90	20	82	151	61
19	11	-	90	20	79	191	101
20	10	-	96	20	86	191	95
21	9	-	82	20	73	191	109
22	12	1	94	20	82	9	-
East Side	169	-	2,100		1,931	2,284	184
West Side	93	1	946		853	1,593	647
Total	262	1	3,046		2,784	3,877	831

Part 6: Transfer of Development Rights Analysis

West Side (Sending Area)

There are currently 262 residential units in the study area, which account for approximately 9% of the currently entitled units. There are 3,046 units entitled in the area, of which 2,784 are available for development. The market analysis has identified 5-7 year market potential of approximately 3,000 residential units for a much larger area than just Lake Park. While this indicates deficit of 216 units between available, entitled units and market demand (if Lake Park attracted 100% of the market potential which is unlikely), the market demand figures are estimates and not likely to all be built within Lake Park so it is likely that current entitlements are sufficient to absorb this demand.

The total projected buildout scenario for the study area is 3,877 units. While this potential buildout is enough to satisfy demand, there are currently not enough entitled units to satisfy full buildout of the most intense conceptual Master Plan which has a projected 20-year buildout and does not necessarily need to be fully entitled when initially adopted.

There are 93 residential units located in the Sending Area on the west side of Federal Highway. Existing entitlements per the Comprehensive Plan (20 units per acre) are 946 units of which 853 are potentially available for development however, current zoning only permits 5 units per acre or 237 units on the west side, of which 144 are available for development.

Based on the proposed Basket-of-Rights Comprehensive Plan amendment and most intense conceptual Master Plan, the total possible buildout of residential units on the west side of Federal Highway is 1,593 units, more than current zoning and the Comprehensive Plan currently allow.

Total supply of units available to a TDR Program are:

- Per Comprehensive Plan: 853
- Per Zoning: 144

If the current zoning of 5 units per acre is maintained, the need for a TDR program to retain the character of the neighborhood does not exist. There are very limited circumstances where single-family homes would be assembled for larger development given the lack of significant development rights. Therefore, current zoning is likely sufficient to preserve the existing character of the neighborhood, if that is a policy objective of the Town. For this reason, the following analysis will focus on the feasibility of a TDR program based on the underlying Land Use of 20 units per acre.

East Side (Receiving Area)

There are currently 169 residential units on the east side of Federal Highway in the study area, with the Comprehensive Plan authorizing 2,100 units of which 1,931 are available for development. This is not enough to satisfy the estimated 5-7 year market potential of 3,000 residential units, which aren't anticipated to be 100% built within Lake Park regardless of this planning initiative. Total projected buildout in the Master Plan is 2,284 units, leaving a deficit of 184 units.

Total demand for units in a TDR Program are:

- 184 units

Units (or credits) in TDR programs do not transfer on a 1 to 1 basis. Each unit credit acquired by a developer or landowner in the receiving zone must have more value in additional density than its acquisition cost, and there is variation on how communities apply the credits (i.e. three additional units in the receiving zone for each unit purchased out of the sending area. For example, in Whatcom County Washington there is an allocation rate of 1:3 which provides a developer three additional units in a receiving area for each unit purchased from a sending area. Multipliers can exist from 1.5 to 10, and can also vary based on priorities of various uses.

The number of units (or credits) that need to be sold through a TDR program to achieve the buildout number will vary on the multiplier that is ultimately established:

- 1.5 = 123 (14% of the 853 available)
- 2.0 = 92 (11%)
- 2.5 = 74 (9%)
- 3.0 = 61 (7%)
- 4.0 = 46 (5%)
- 5.0 = 37 (4%)

Once the multiplier is applied to the unit demand, the result is a large supply of units (853 units per the Comprehensive Plan) and limited demand for units to purchase (123 or less). Based on the supply and demand dynamics, there is not a market for a TDR Program to encourage redevelopment on the east side of Federal Highway for the following reasons.

- Limited demand exists for transferred units;
- A higher multiplier will increase potential interest from developers, but will erode demand;
- Limited demand and large supply will erode market value of the "units";
- Low market value of the "units" will limit participation by property owners on the west side;
- Implementation of a basket of rights for the east side eliminates the need for developers to find additional density.

Conclusion

Following the analysis of the study area, the need for, and the market for a TDR Program does not exist in the study area due to supply and demand conditions, the basket of rights approach which will allow nearly full buildout of either of the proposed Master Plan scenarios without the need for density increases on individual properties.

There are other methods to achieve the goal of preserving the single-family character and the three historic structures on the west side of Federal Highway if that is a goal of the Town:

- Maintain zoning controls which do not encourage redevelopment of the historic and single-family properties on the west side
- Historic designation and protection of the properties with historic character, which requires owner's consent
- Outright purchase and public ownership of the historic properties by a historic property management foundation or other mechanism

Conclusion

Conclusion

Total Entitlements (Densities and Intensities)

The densities and intensities in the Town's adopted Comprehensive Plan, including the changes to the east side of the Federal Highway Mixed Use District on June 7, 2017, results in the following total entitlements:

- 3,049 residential units
- 11,456,498 square feet of commercial

RMA has prepared two versions of a Master Plan for the combined Federal Highway Mixed Use District (east plus west sides). The buildout of the most intensive plan (Option 1) would require:

- 3,829 residential units
- 454,136 square feet of commercial

The market area "potential" for the next 5-years, which includes but is not limited to Lake Park so it's not likely Lake Park would attract 100% of this potential, is:

- 3,000 units
- 165,000 square feet of commercial (includes 132,000 SF of retail/restaurant and 33,000 SF office).

What these numbers indicate is that the entitlements in the Comprehensive Plan are currently adequate to stimulate redevelopment of the corridor, and are nearly adequate to buildout the entire Master Plan which is probably a minimum 20-year buildout project.

The issue with the Comprehensive Plan is not total entitlements but how those are distributed on a per parcel basis where they are not available to be utilized where needed or appropriate and thus the adopted per parcel densities and intensities do not necessarily encourage lot consolidation and major redevelopment projects.

RMA proposes to prepare a Comprehensive Plan amendment for the entire district which will bundle the existing total entitlements into one "basket of rights" which will then be distributed to redevelopment projects based on the maximum heights noted in whichever version of the Master Plan the Town chooses to adopt.

The Vision

RMA has presented two versions of a Master Plan for the combined Federal Highway Mixed Use District based on an established community vision. The difference is primarily on the west side focusing on the treatment of the east side of 2nd Street. Option One assumes more redevelopment of the single-family homes and Option Two maintains a row of single-family homes fronting on the east side of 2nd Street. Both show a compatible transition of heights up to Federal Highway. Both scenarios assume the area between the single-family fronting on the west of 2nd Street and Federal Highway will redevelop in relatively low scale townhomes and garden apartments to maintain compatibility with the single-family neighborhood west of 2nd Street.

In both Plans, the Marina and Kelsey Park are the main attractions to the area and a small historic dining and shopping district is proposed along Park Avenue where three of the homes of historic character front on Federal Highway. Heights in this area are proposed to be maintained at the currently allowed 3-stories to reduce pressure for those properties to redevelop into mixed use buildings. It should be noted that a transfer of development rights program was evaluated as a means to encourage the preservation of the properties with historic character but it was concluded that the supply of existing entitlements is adequate and the demand for purchasing additional development rights is just not present. It is the hope that the properties along Park Avenue between Federal Highway and 2nd Street could be designated

as a Historic District to give the area access to additional incentives to convert that area into low-scale mixed use fronting Park Avenue. Park Avenue could eventually be converted to a festival street to help create a visible “place making” feature along Federal Highway in Lake Park. It is likely that the proposed historic district and festival street will not be one of the first changes in the Federal Highway Mixed Use District but could be implemented after significant redevelopment has occurred and more activity is realized in the area.

In both versions of the Master Plan, improvements to Kelsey Park and the redevelopment of the marina parking lot into a parking structure with restaurants is the recommended signature project that will provide the catalyst for redevelopment of the area. A public-private partnership to implement this can be modeled after the efforts of other local governments who have come before Lake Park and successfully implemented similar waterfront projects that helped spur additional redevelopment activity.

Significant redevelopment is possible within the Federal Highway Mixed Use District. If the Federal Highway Mixed Use District redevelops as envisioned, it will provide a significant source of new residents and activity to support the “Old Town Charm” of the Town of Lake Park which is embodied in its traditional downtown, lovely park system, and single family neighborhoods laid-out on an interesting and well connected street grid.

Next Steps

The next steps in the process is to make sure the staff, Town Commission and Lake Park residents understand the concepts for redevelopment and the proposed versions of the Master Plan and provide input so the vision can continue to be refined until there is a reasonable consensus on how to move forward with the zoning regulations.

In the meantime, the Comprehensive Plan amendment can be prepared to change the concept for the existing entitlements for both the east and west sides of Federal from parcel specific density and FAR to a basket-of-rights district. This can be accomplished while the Master Plan is being finalized.

Once it is clear how the heights will transition in the area and there is reasonable consensus on the recommendation for implementing the vision, RMA will prepare the zoning regulations.

Appendix A

Investment Driver: Land

Real Estate Condition Overview

Lake Park, Florida is a small town in Palm Beach County with a population 8,957 as of 2016. Lake Park's borders include the Intracoastal waterway and the Earmon River. The Town's built up character presents a challenge for finding vacant land for commercial development, however, a large lot of vacant land near the corner of Northlake Blvd and Federal Highway exists to the west of Publix Supermarket. The Town's proximity to the Intracoastal waterway and the developed nature of the Town also present challenges for locating vacant land. Vacant land near Congress Avenue between Watertower Road and Silver Beach Road presents unique opportunities for various real estate sector development. Along Congress Avenue a large assemblage is currently owned by Guy DiVosta, a custom homebuilder based in Palm Beach Gardens. Small infill lots are available within the municipality however the supply of these is limited.

The Federal Highway Mixed-Use Study Area in The Federal Highway Mixed Use Study Area in Lake Park has two significant land parcels for sale. The first is 1.9 acres listed at \$4.9 Million fronting Federal Highway. This parcel is zoned for C-1 Commercial with proposed multifamily use. The second parcel is 0.80 acre listed at \$2.4 Million on US 1 zoned CG Riviera Beach for general commercial use. Currently, this parcel is vacant and its proposed use is parking.

The map below highlights all 29 Town owned parcels in Lake Park and the 7 Town owned parcels in the Federal Highway Mixed Use Study Area.

Lake Park Town Owned Parcels



Commercial Real Estate Market Characteristics

Utilizing CoStar Group, a real estate and market information provider, the Town of Lake Park and the Federal Highway Mixed Use Study Area were analyzed. The data provider CoStar highlights current real estate market trends and compares them to the previous years activity. All major real estate sectors were examined including office, retail, industrial, and multifamily. The real estate sectors are highlighted below showcasing property availability, demand, inventory, and sales.

The retail sector shows the highest potential and the most activity in the Town of Lake Park and the Federal Highway Mixed Use Study Area. According to CoStar Group market data, retail use is growing throughout Palm Beach County. Vacancy rates have decreased, rents are increasing, and the amount of time retail property remains on the market has decreased by more than half the 5-Year average. These are all signs of a strong retail market with opportunity for more product. The Lake Park office market shows the least potential and activity of the major sectors. Vacancy rates and negative absorption have increased significantly over the past 5 years. While Lake Park has a strong industrial market, the study area showed no industrial activity because industrial use is not permitted in the study area. As Palm Beach County continues to grow in population there is opportunity for multifamily product on the market.

Office

The Palm Beach County Office market is strengthening in large part to the County's economic growth. Throughout 2016 Palm Beach County added 13,200 jobs with 5,600 jobs in the Professional Business Service and Education/Health Services sector. The County was very proactive in attracting financial services companies through an incentive program. Vacancy rates have declined by 3.6% between Q4 2015 and Q4 2016, averaging 13.8% across the County.

While vacancy rates are decreasing in Palm Beach County, the overall Lake Park office market has seen an increase in vacancy. The 5-Year average was 6.2% and currently the vacancy rate is 10.2%. Over the past 5-Years Lake Park has averaged -1,351 sf of absorption and currently there is - 5,353 sf of negative absorption.

The Palm Beach County office market had two significant transactions Q1 2017. The first being 4400 PGA Boulevard in Palm Beach Gardens purchased by Summit Commercial RE. This 80,323-square foot building sold for \$18.5 Million at \$231 per sf. The second transaction was Northlake Corporate Park. The 69,505-square foot corporate park was purchased by Northlake Palm Beach Corp. for \$10.6 Million (\$153 per sf).

(Source: Cushman & Wakefield Market Beat Palm Beach County Office Q1)

(2017 Source: CBRE Palm Beach County Office Q1 2017)

(Source: Costar Group Inc.)

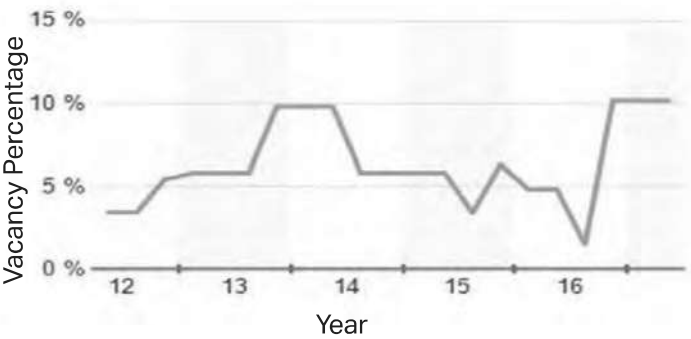
Appendix A

Lake Park Office Market Characteristics

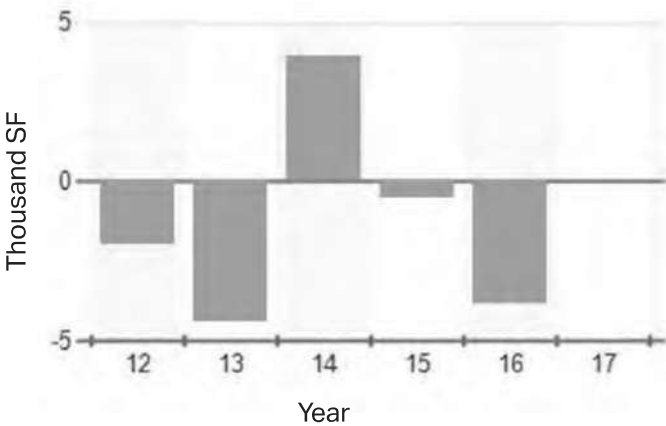
Availability	Survey	5-Year Average
Gross Rent Per SF	\$20.57	\$15.50
Vacancy Rate	10.2%	6.2%
Vacant SF	10,192	6,199
Availability Rate	14.1%	7.8%
Available SF	14,169	7,871
Sublet SF	-	-
Months on the Market	7.5	22.1
Demand	Survey	5- Year Average
12 Month Absorption SF	-5,353	-1,351
12 Month Leasing SF	1,500	300
Inventory	Survey	5- Year Average
Existing Buildings	13	13
Existing SF	100,329	100,329
Sales	Past Year	5- Year Average
Sale Price Per SF	\$271	\$144
Sales Volume (Mil.)	\$1.8	\$0.8
Cap Rate	-	-

(Source: Costar Group Inc.)

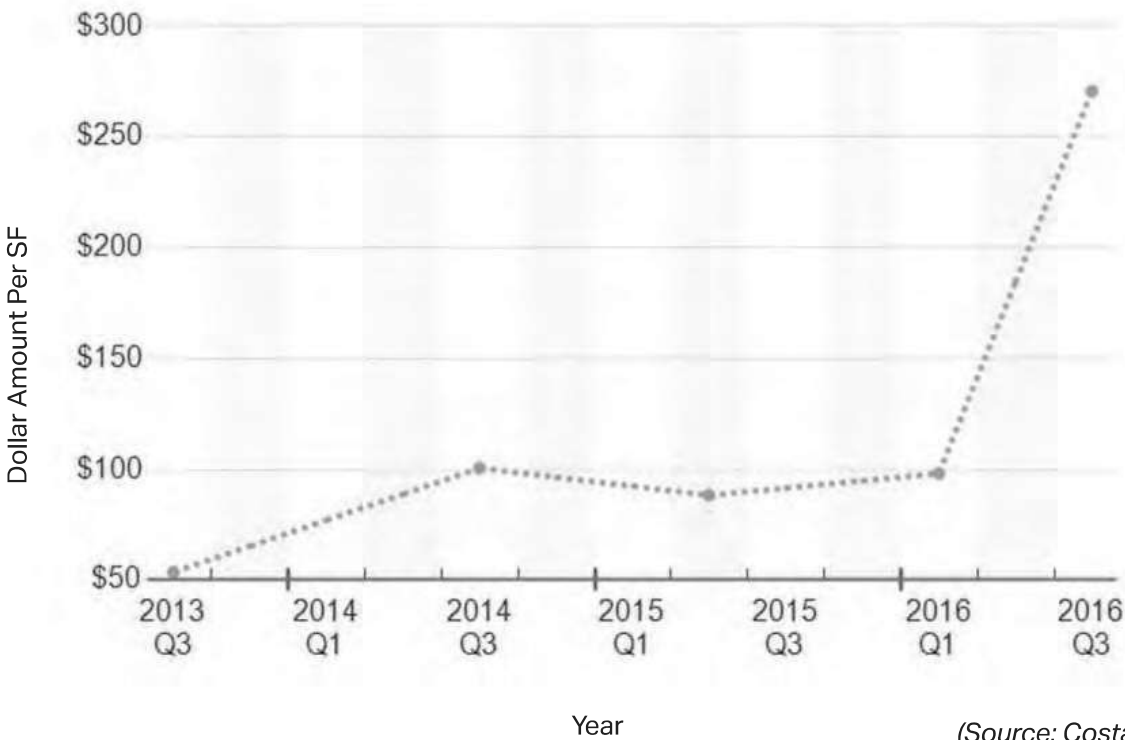
Lake Park Office Market Vacancy Rates



Lake Park Office Market Net Absorption



Lake Park Office Market Sale Price Per SF



(Source: Costar Group Inc.)

Appendix A

Federal Highway Mixed Use Study Area Office Market Characteristics

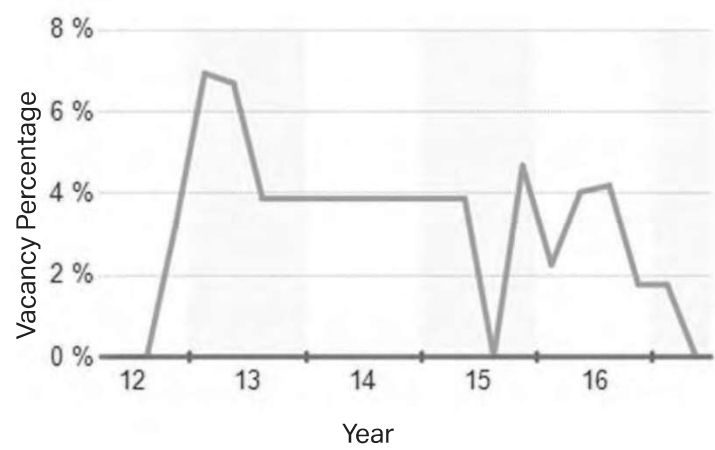
The Federal Highway Mixed Use Study Area office market is comprised of 61,920 square feet in 12 buildings. Over the past 5 years the office market has improved. Costar data shows very low vacancy rates and no availability. Over 12 months 300 sf of office space has been absorbed compared to the

5 Year average of -220 sf. Sales price per square foot has increased to \$192 and sales volume has more than tripled to \$2.1 million. The overall Town of Lake Park is seeing a decrease in office activity as a result higher vacancy rates and increase in negative absorption. The immediate study area however is seeing a greater demand for product and activity as there is no office space available in the market.

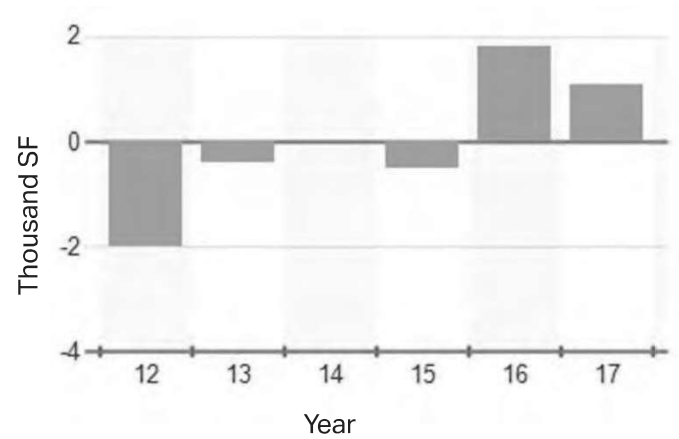
Availability	Survey	5- Year Average
Gross Rent Per SF	\$20.57	\$17.73
Vacancy Rate	0.0%	3.3%
Vacant SF	0	2,063
Availability Rate	0.0%	4.4%
Available SF	0	2,735
Sublet SF	0	0
Months on the Market	14.4	8.5
Demand	Survey	5- Year Average
12 Month Absorption SF	300	-220
12 Month Leasing SF	1,500	320
Inventory	Survey	5- Year Average
Existing Buildings	12	12
Existing SF	61,920	61,920
Sales	Past Year	5- Year Average
Sale Price Per SF	\$192	\$132
Sales Volume (Mil.)	\$2.1	\$0.6
Cap Rate	-	-

(Source: Costar Group Inc.)

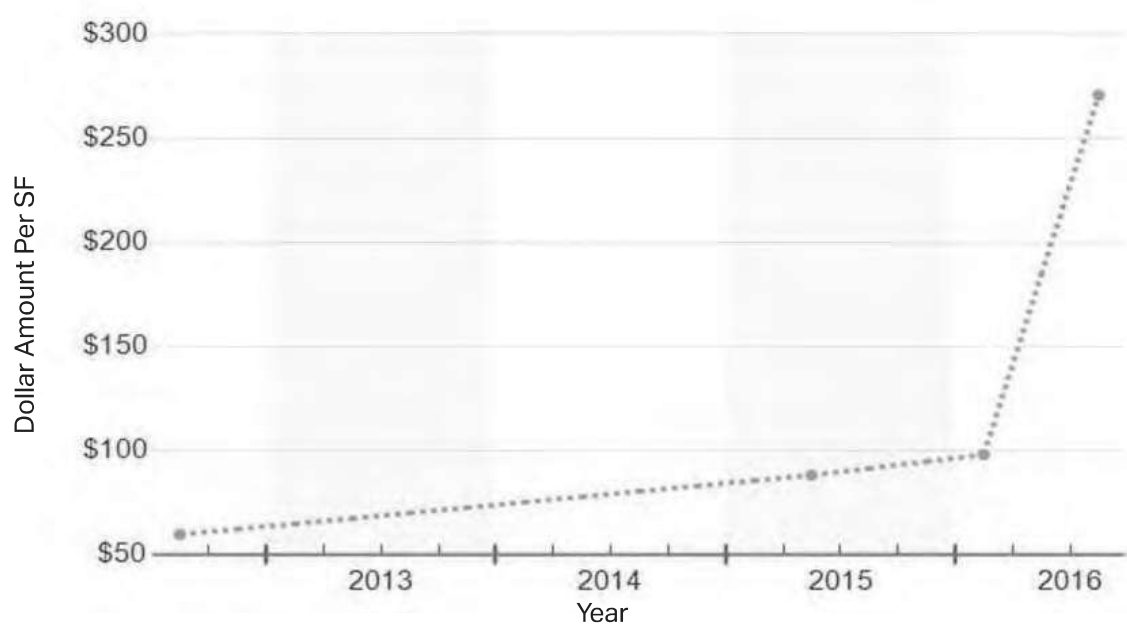
Office Market Vacancy Rates



Office Market Net Absorption



Office Market Average Sale Price Per SF



(Source: Costar Group Inc.)

Appendix A

Retail

Despite some of the retail market disruption happening across the country, Palm Beach County Retail showed tremendous growth in 2016 and throughout Q1 2017. With the workforce increase in Palm Beach County, investors are seeing an opportunity to meet the new retail demand. Q1 2017 retail transactions totaled \$236 Million, almost triple the trading activity of Q1 2016. In Q3 2016 vacancy rates reached 4.6%, a 5- year low and lease rates were \$19.50, a 5-year high.

Lake Park has a slightly lower vacancy rate of 2.5% and the proposed mixed use district has a vacancy rate of 4.8%. In Lake Park there is 82,725 sf of retail being absorbed. This is a significant turnaround from the 5-Year average of -221 sf. The months on market has also improved from the 5-Year average of 16 months to 7.6 months. The Lake Park Plaza at Northlake Boulevard and Old Dixie Highway has approximately 100,000 sf

of retail coming to market in November. Burlington Coat Factory leased 45,000 sf and Hobby Lobby leased 51,959 sf in the plaza.

In 2016, North Palm Beach had two significant retail transactions. Coconut Cay Shoppes was sold to Coconut Cay Shoppes, LLC. This 5,944-square foot building sold for \$7.1 Million at \$1,207 per sf. Another notable transaction was the 20,193 sf Beall's lease in the Promenade Shopping Plaza. The market indicates that the retail market will continue to strengthen as investors see growth and opportunity in the market.

(Source: Colliers International South Florida Retail Market Report, Q1 2017)

(Source: CBRE Palm Beach County Retail, Q3 2016)

(Source: Costar)

Availability	Survey	5- Year Average
NNN Rent Per SF	\$23.87	\$13.25
Vacancy Rate	2.5%	3.2%
Vacant SF	30,640	39,785
Availability Rate	3.2%	5.4%
Available SF	39,365	65,831
Sublet SF	-	62
Months on the Market	8.1	16
12 Month Absorption SF	82,725	-221
12 Month Leasing SF	106,684	32,320
Inventory	Survey	5- Year Average
Existing Buildings	57	57
Existing SF	1,227,131	1,227,131
Sales	Past Year	5- Year Average
Sale Price Per SF	\$395	\$146
Sales Volume (Mil.)	\$4.7	\$1.8
Cap Rate	-	12.6%

(Source: Costar Group Inc.)

A map of the Lake Park Scrub Natural Area, outlined in black. The area is bounded by Northlake Blvd to the north, Silver Beach Rd to the south, and N Congress Ave to the west. Major roads shown include US Highway 1 (Anchorage Dr), US Highway 77 (Burma Rd), and US Highway 95 (Prospect Ave). Local streets include MacArthur, Consumer St, Investment Ln, Garden Rd, Watertower Rd, 12th St, 8th St, 15th St, 7th St, 2nd St, Foresteria Dr, Evergreen Dr, and Silver Beach Rd. Sampling locations are marked with black diamond symbols: five along Northlake Blvd, one near the intersection of Northlake Blvd and US Highway 1, a cluster of three in the center, and a cluster of three near the intersection of Silver Beach Rd and US Highway 1. The text 'Lake Park Scrub Natural Area' is centered within the boundary. A scale bar at the bottom right indicates 500 m, and map data is attributed to 2017 Google.

Year	Absorption Per Thousand SF
2012	0
2013	-10
2014	0
2015	-80
2016	90
2017	-10

Year	Vacancy Percentage
2012	2.0%
2013	2.5%
2014	2.2%
2015	9.5%
2016	2.5%
2017	2.8%

(Source: Costar Group Inc.)

Appendix A

Federal Highway Mixed Use Study Area Retail Market Characteristics

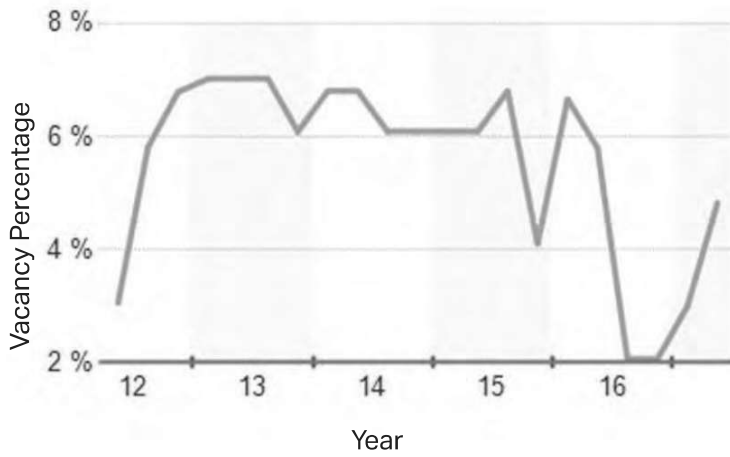
The Federal Highway Mixed Use Study Area retail market is comprised of 160,389 square feet in 27 buildings. Over the past 5 years the retail market has improved. Vacancy rates have decreased to 4.8% and 2,950 sf of retail space has been absorbed compared to the 5 Year average of -516 sf. Sale price per square foot has increased to \$1,200

and sales volume has increased to \$4.6 million. The overall Town of Lake Park is seeing growth in retail activity as a result of lower vacancy rates and increase in absorption. The immediate study area is also experiencing a strong market with lower vacancy rates, increased Triple Net rents (NNN), and price per square foot.

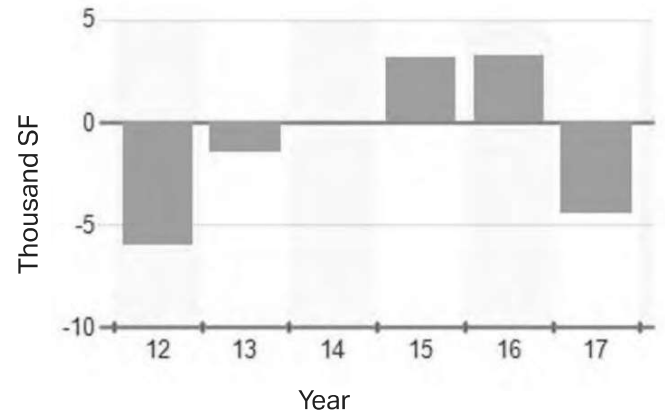
Availability	Survey	5- Year Average
NNN Rent Per SF	\$14.00	\$12.15
Vacancy Rate	4.8%	5.6%
Vacant SF	7,730	8,940
Availability Rate	8.5%	6.7%
Available SF	13,680	10,809
Sublet SF	0	960
Months on the Market	6	15.9
Demand	Survey	5- Year Average
12 Month Absorption SF	2,950	-516
12 Month Leasing SF	6,530	4,398
Inventory	Survey	5- Year Average
Existing Buildings	27	27
Existing SF	160,389	160,811
Sales	Past Year	5- Year Average
Sale Price Per SF	\$1,200	\$924
Sales Volume (Mil.)	\$4.65	\$0.9
Cap Rate	-	5.8%

(Source: Costar Group Inc.)

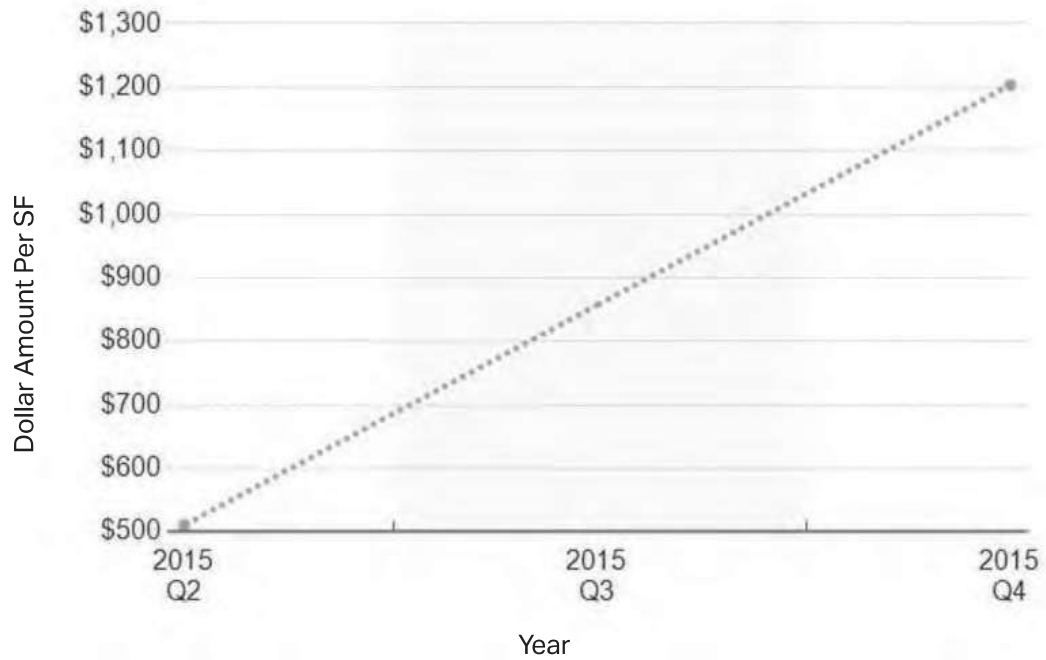
Retail Market Vacancy Rates



Retail Market Net Absorption Per SF



Retail Market Average Sale Per SF



(Source: Costar Group Inc.)

Appendix A

Industrial

In the United States over the last several years there has been a demand for Industrial product in the market. Many large companies have improved their logistics efficiency by buying warehouse product. Entrepreneurs and small companies are also seeing value and opportunity in light industrial/flex space. Palm Beach County saw an increase in industrial product from logistic firms. Of the 5,600 new jobs in the county 1,200 new jobs were created in the trade and transportation industry. The new job creation directly affected the industrial market. There was an increase in demand for space with heights above 30' and multiple docking bays. This demand led to 3,300 construction jobs and additional industrial product.

Lake Park has a very low industrial vacancy rate of 0.9%. In Lake Park, there is 19,698 sf of industrial space being absorbed. This is a significant turnaround from the 5-Year average of 5,993 sf. The months on market has also improved from

the 5-Year average of 27.5 months to 25.1 months. The Towns industrial market has not only seen an increase in absorption and a decrease in months on market, but a significant increase in sale price per sf. The 5-Year average sale price per sf is \$61 and currently the sale price per sf in Lake Park is \$95. The Federal Highway Mixed Use Study Area did not show any industrial activity. However, that is not relevant to the overall demand. The Town of Lake Park and greater Palm Beach County is seeing a positive trend in the industrial sector.

Palm Beach County had two notable transactions near the Lake Park area Q1 2017. Jupiter Commerce Park was purchased by Charles Hora. This 20,000-square foot Palm Beach property sold for \$4 Million at \$200 per sf. There was one notable lease transaction at 1333 Jog Road in West Palm Beach. 1 800 Pack Rat leased 54,000 sf of industrial space.

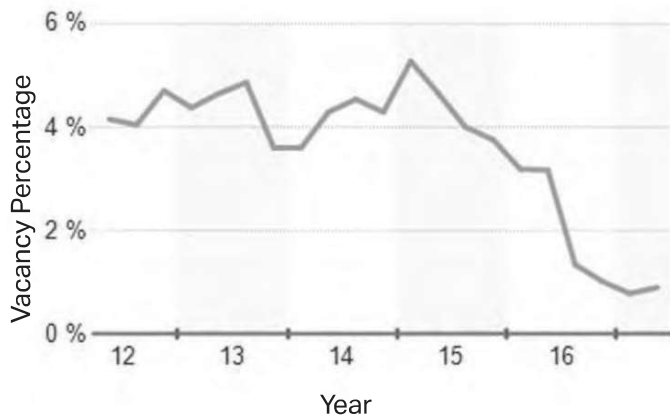
(Source: Cushman & Wakefield Market Beat Palm Beach County Industrial, Q1 2017)

(Source: Costar Group Inc.)

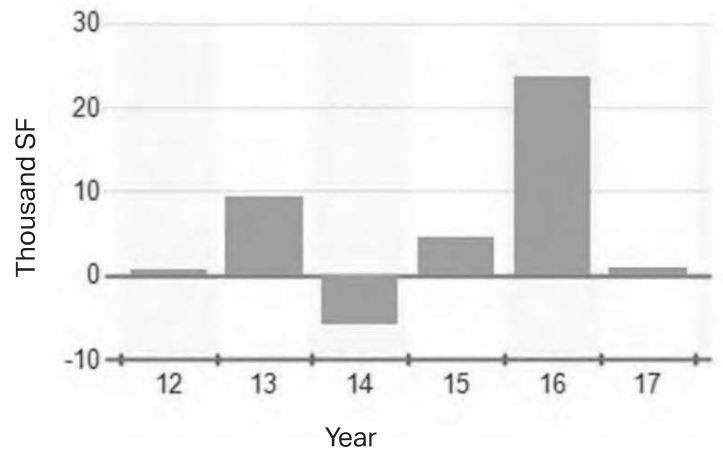
Availability	Survey	5- Year Average
Rent Per SF	\$12.10	\$9.61
Vacancy Rate	0.9%	3.8%
Vacant SF	7,731	33,402
Availability Rate	5.6%	5.8%
Available SF	48,404	50,097
Sublet SF	-	100
Months on the Market	55.9	27.5
Demand	Survey	5- Year Average
12 Month Absorption SF	19,968	5,993
12 Month Leasing SF	35,972	24,331
Inventory	Survey	5- Year Average
Existing Buildings	84	84
Existing SF	860,970	862,740
Sales	Past Year	5- Year Average
Asking Sale Price Per SF	\$171	\$162
Sales Volume (Mil.)	-	\$1.5
Cap Rate	-	-

(Source: Costar Group Inc.)

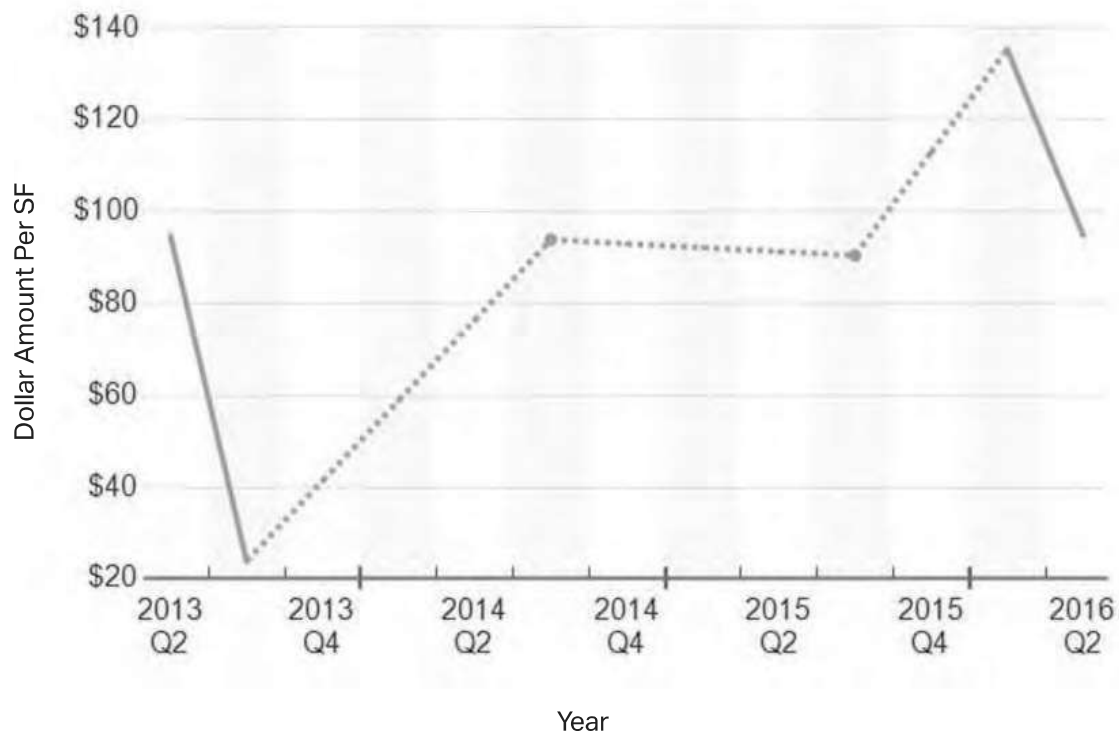
Lake Park Industrial Market Vacancy Rates



Lake Park Industrial Market Net Absorption



Lake Park Industrial Market Sale Price Per SF



(Source: Costar Group Inc.)

Appendix A

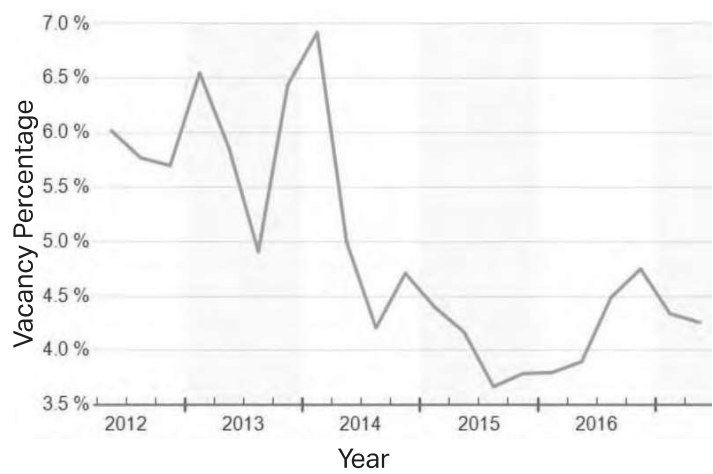
Multifamily

According to Costar Group, a real estate information and market provider, Lake Park has 1,576 multifamily units. Of the 1,576 existing units in the market there was a low vacancy rate of 4.3%. Over the past 5 years the average vacancy has been 5.0%. Over the past 5 years there has been no new

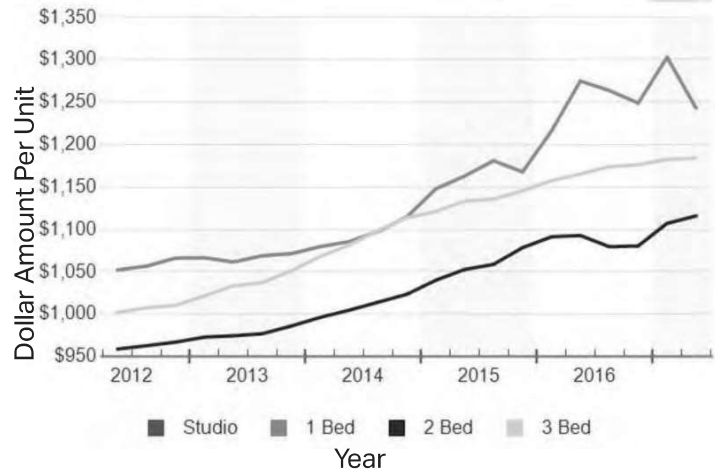
construction of units in Lake Park. Currently, cap rates are 6.7% significantly lower than the 5-year average of 9.4%. The decrease in cap rate is an indication that the market is less risky for investors. Sales price per unit has decreased while market rents are steadily increasing.

Leasing Units	Survey	5- Year Average
Vacant Units	46	53
Vacancy Rate	4.3%	5.0%
12 Mo. Absorption Units	-4	4
Rents	Survey	5-Year Average
Studio Asking Rent	-	-
1 Bed Asking Rent	\$1,243	\$1,139
2 Bed Asking Rent	\$1,116	\$1,026
3+ Bed Asking Rent	\$1,185	\$1,096
Concessions	0.6%	0.5%
Existing Units	1,576	1,576
12 Mo. Construction Starts	-	-
Under Construction	-	-
12 Mo. Deliveries	-	-
Sales	Past Year	5- Year Average
Sale Price Per Unit	\$80,810	\$129,441
Sales Volume (Mil.)	\$4.0	\$10
Cap Rate	6.7%	9.4%

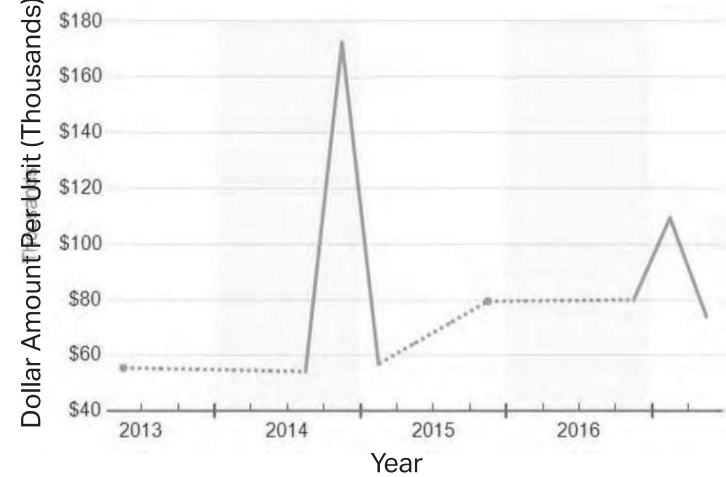
Lake Park Multifamily Market Vacancy Rates



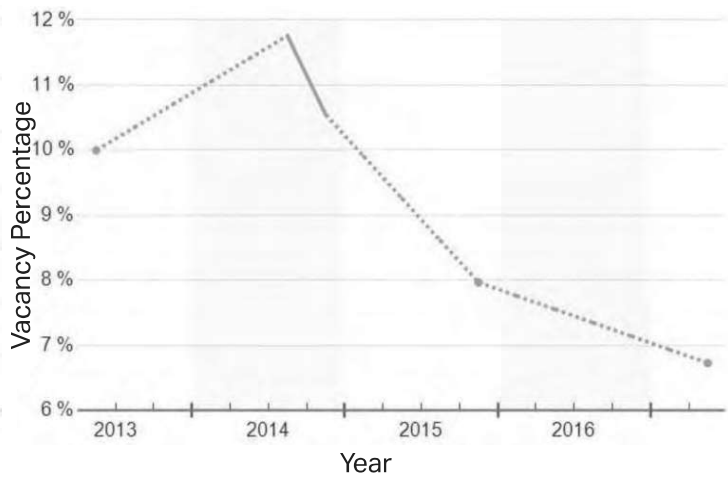
Lake Park Multifamily Market Asking Rent Per Unit



Lake Park Multifamily Market Average Sale Price Per Unit



Lake Park Multifamily Market Cap Rate



(Source: Costar Group Inc.)

Appendix A

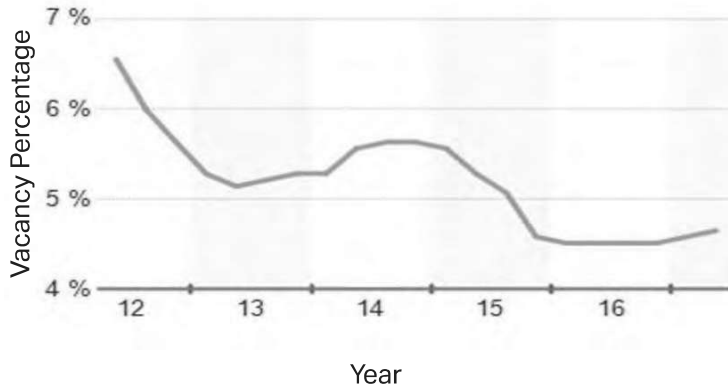
Federal Highway Mixed Use Study Area Multifamily Market Characteristics

According to Costar Group, a real estate information and market provider, the Federal Highway Mixed Use Study Area did not have a large enough multifamily market with vacancy rates, rents, and sales price to analyze. Therefore, a similar

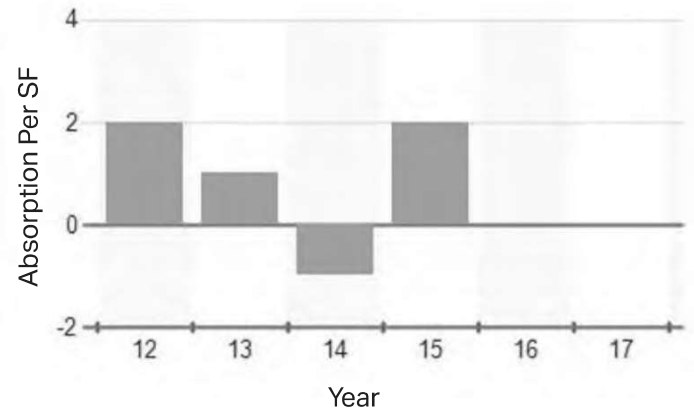
market with approximately 500 multifamily units were analyzed and shown below for comparison. According to the Palm Beach County property appraisers office the Federal Highway Mixed Use study area has 262 residential properties.

According to Costar Group, a	Survey	5- Year Average
Vacant Units	7	7
Vacancy Rate	4.9%	5.2%
12 Mo. Absorption Units	0	1
Rents	Survey	5-Year Average
Studio Asking Rent	-	-
1 Bed Asking Rent	\$810	\$729
2 Bed Asking Rent	\$891	\$818
3+ Bed Asking Rent	-	-
Concessions	0.6%	0.7%
Existing Units	512	512
12 Mo. Construction Starts	-	-
Under Construction	-	-
12 Mo. Deliveries	-	-
Sales	Past Year	5- Year Average
Sale Price Per Unit	\$73,921	\$65,522
Sales Volume (Mil.)	\$2.4	\$0.9
Cap Rate	-	-

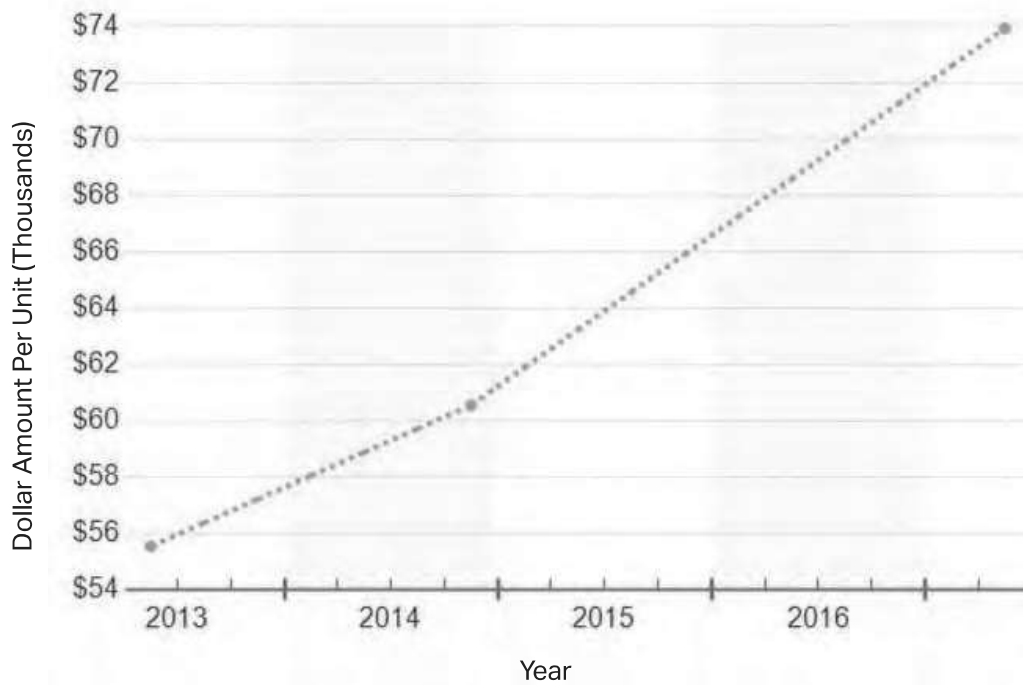
Multifamily Market Vacancy Rates



Multifamily Market Net Absorption Rate



Multifamily Market Average Sale Price Per Unit



(Source: Costar Group Inc.)

Appendix A

Single Family Homes

The homeownership rate currently in the United States is 63.6% according to St. Louis' Federal Reserve Economic Data department. Rates in the low 60s are considered by most experts to be the new normal for housing. Affordability has been buoyed by low interest rates as home prices have recovered nationally, with growth outpacing national trends in the South Florida region.

According to the Multiple Listing Service (MLS) for South Florida, Palm Beach County closed 3,982 single family homes in Q1 of 2017 totaling \$2.1 billion in transactions. The average sale price was \$521,857. There were 3,149 townhouse and condo transactions in the county totaling \$816.1 Million with an average sale price of \$157,000. The strong real estate market is a direct reflection of the 13,200 jobs created throughout Palm Beach County.

The Town of Lake Park closed \$2.2 Million in single family transactions and \$758,000 in townhouse and condo sales during Q1 of 2017. A total of 11 single family homes closed with an average sale price of \$196,336. There were 5 townhomes that closed with an average sale price of \$151,600. Research from ESRI Business Analyst indicates that homeownership in Lake Park is 34%, renters occupy 50.5%, and the Towns overall housing vacancy rate for multifamily and single family is 15.6%. In the proposed mixed use district, the homeownership rate is 34.5%, renters occupy 47.3%.

Housing Availability

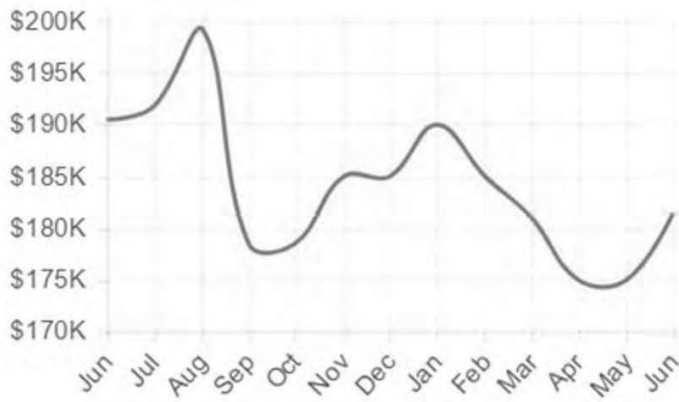
	Housing Units for Sale	Housing Units for Rent
Lake Park	49	30

(Source: Trulia)

Housing Pricing

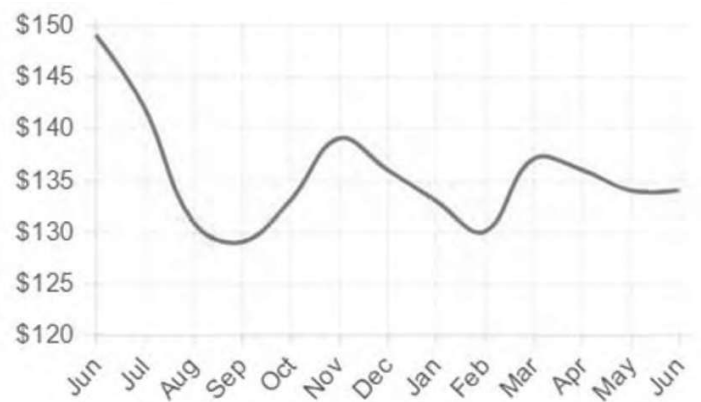
According to Trulia, an online real estate database, the median home value in the Lake Park area is \$181,500. The term home value is the same as sales price. What is sold on the market is what the home is valued at during that point in time. The median home sales price has decreased in the period June of 2016 to June of 2017. In June of 2016 the median home sales price was \$190,000 and in June of 2017 the median home sales price is \$181,500. While the market is starting to improve again it has not reached where it was in June of 2016.

Median Sales Price



Period June 2016-June 2017

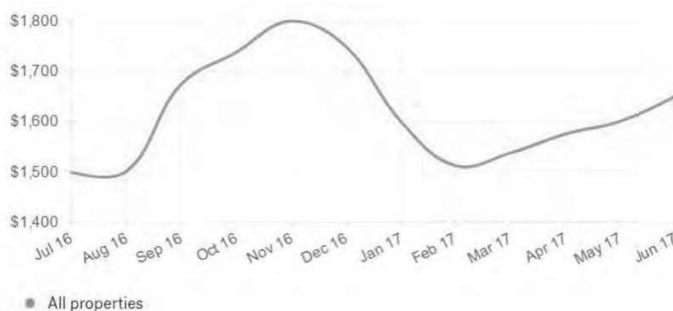
Price Per Square Foot



Period June 2016-June 2017

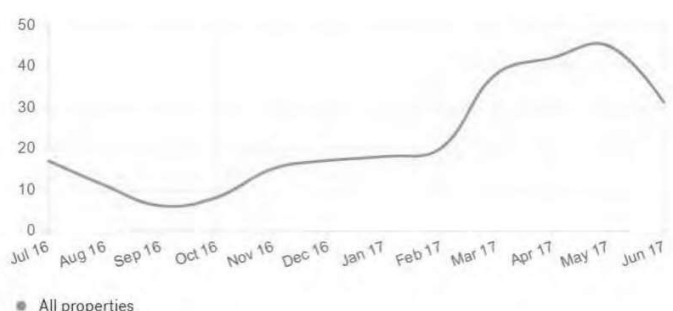
The average price per square foot within the Town of Lake Park is \$135, a decrease from last year's average of \$149. However, there has been a 3% rise in median rent per month. Consistent with surrounding sub markets rents are increasing. The median rent in the Lake Park area is \$1,650. Due to the demand for rental property, the number of rental properties have increased from 17 properties in July 2016 to 31 properties June 2017.

Median Rent



Period July 2016-June 2017

Number of Rentals



Period July 2016-June 2017

Appendix A

Investment Driver: Labor

Overall Conditions

Unemployment Rate – April 2017

State of Florida	Palm Beach County
4%	3.9%

(Source: Bureau of Labor Statistics)

Workforce

The workforce in Lake Park is primarily service based with approximately 56.4% of residents

working service industry jobs. Retail trade (20.1%) and finance, insurance, and real estate (4.3%) make up the second and third highest employee sectors.

LOCAL WORKFORCE	Lake Park	Federal	15 Minutes	30 Minutes	Palm Beach
Construction	80	11	3,534	26,373	43,000
Manufacturing	143	14	3,188	13,830	25,800
Wholesale	115	11	1,317	6,754	15,971
Retail	800	41	8,662	40,204	78,628
Transport/ Utilities	163	25	3,465	14,795	24,571
Information	104	10	1,247	5,146	11,057
FIRE	171	15	5,336	21,549	47,914
Services	2,246	190	39,361	178,825	338,471
Public Admin	100	18	2,911	11,257	20,886
Total	3,978	335	69,437	321,950	613,671

(Source: 2017 ESRI Inc.)

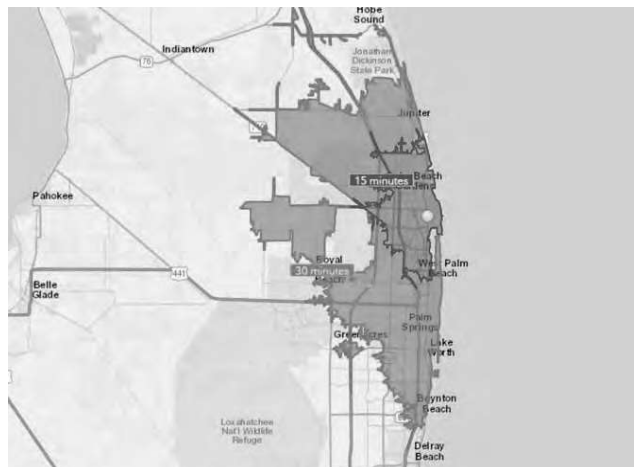
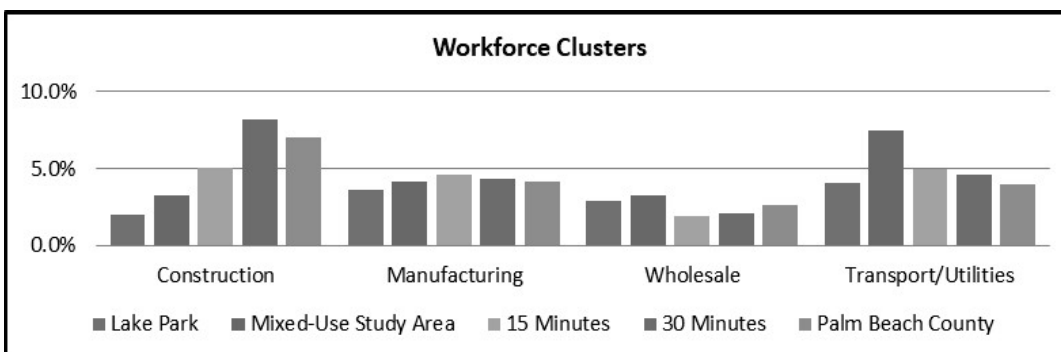
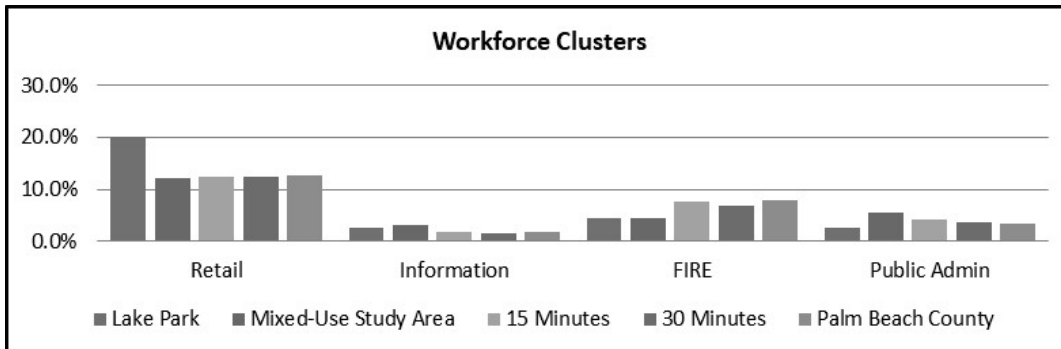


Figure 2.2 15 and 30 Minute Drive Times

A workforce cluster is a geographic concentration of employees in a particular industry. The Town of Lake Park features a strong retail workforce cluster while the Federal Highway Mixed Use Study Area exhibits clusters in public administration, transportation and utilities. Both Lake Park and the Federal Highway Mixed Use Study Area have information and wholesale trade clusters.



Lake Park has a deficit of employees in every industry excluding transportation/utilities and information. This suggests that businesses in Lake

Park are having to seek workforce from outside of the Town. The total deficit is 2,862 with majority being in the retail industry (1,026).

	Workforce	Local Jobs	Surplus/Deficit
Construction	80	807	(727)
Manufacturing	143	353	(210)
Wholesale	115	360	(245)
Retail	800	1,826	(1,026)
Transport/Utilities	163	92	71
Information	104	57	47
FIRE	171	264	(93)
Services	2,246	2,517	(271)
Public Admin	100	384	(284)
Total	3,978	6,660	(2,682)

(Source: 2017 ESRI Inc.)

Job Market

Jobs

Lake Park	6,660
Federal Highway Mixed Use Study Area	680
Palm Beach County	719,403

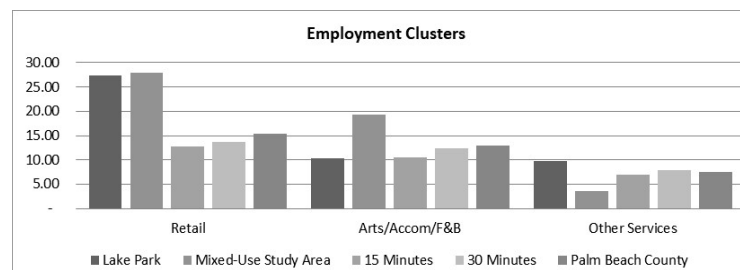
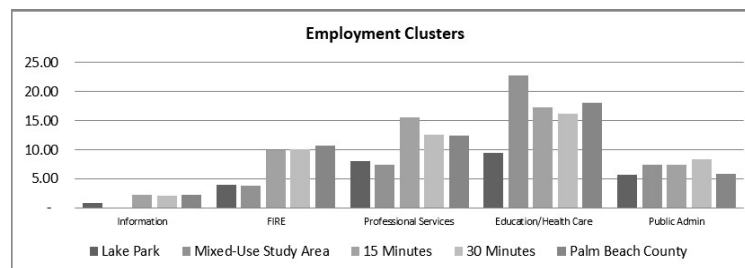
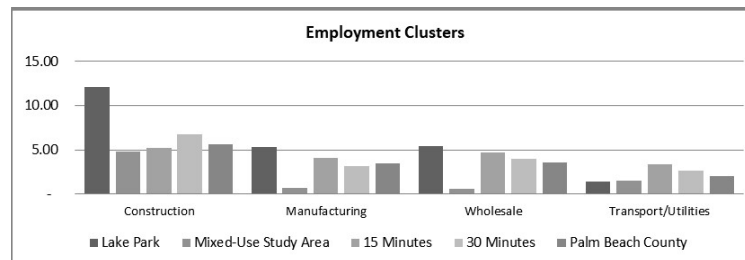
(Source: 2017 ESRI Inc.)

Employment and Wages

The chart on the following page is a summary of employment and average wages in Palm Beach County. The total number of employees is estimated at just above 517,000 while the average annual wage is \$50,120. The highest wage grossing industries are management, utilities, finance and insurance.

Employment Clusters

Employment clusters indicate if an area has strong industry sectors compared to the region by comparing the percentage of all local employment that is in a sector versus that of the region. If an area has a higher percentage of employment than the larger region, then a strong cluster is present. Lake Park has high employment clusters in construction and wholesale trade while the Federal Highway Mixed Use Study Area holds clusters in education/healthcare and public administration.



(Source: 2017 ESRI Inc.)

	Total Wages	Average Monthly Employment	Average Annual Wages
Total, All Industries	\$6,480,553,801	517,209	\$50,120
Accommodation and Food Services	\$362,068,064	64,773	\$22,360
Administrative and Waste Services	\$562,278,739	48,270	\$46,596
Agriculture, Forestry, Fishing and Hunting	\$49,451,258	5,437	\$36,380
Arts, Entertainment, and Recreation	\$152,273,287	16,375	\$37,196
Construction	\$434,481,059	34,058	\$51,028
Durable Goods Manufacturing	\$239,279,208	13,883	\$68,940
Education and Health Services	\$1,205,716,210	93,941	\$51,340
Educational Services	\$101,705,037	9,835	\$41,364
Finance and Insurance	\$550,464,263	22,244	\$98,988
Goods-Producing	\$790,928,352	58,223	\$54,340
Health Care and Social Assistance	\$1,104,011,174	84,106	\$52,504
Information	\$179,145,707	10,054	\$71,272
Leisure and Hospitality	\$514,341,351	81,148	\$25,352
Management of Companies and Enterprises			
Manufacturing	\$302,752,897	10,382	\$116,648
Manufacturing	\$305,874,214	18,660	\$65,568
Nondurable Goods Manufacturing	\$66,595,006	4,777	\$55,768
Other Services	\$227,489,340	24,429	\$37,248
Professional and Business Services	\$1,658,898,496	101,510	\$65,368
Professional and Technical Services	\$793,866,859	42,859	\$74,092
Real Estate and Rental and Leasing	\$205,477,531	16,082	\$51,108
Retail Trade	\$618,223,008	77,568	\$31,880
Service-Providing	\$5,689,625,449	458,986	\$49,584
Trade, Transportation, and Utilities	\$1,146,631,341	109,446	\$41,908
Transportation and Warehousing	\$106,000,292	9,348	\$45,360
Unclassified	\$1,461,211	131	\$44,504
Utilities	\$61,819,946	2,447	\$101,056
Wholesale Trade	\$360,588,094	20,083	\$71,820

(Source: Florida Department of Economic Opportunity)

Appendix A

Education

Education levels in Lake Park are below the average in Palm Beach County, however the percentage of population with a bachelor's degree and/or a graduate/professional degree is higher in the Federal Highway Mixed Use Study Area. Within the Federal Highway Mixed Use Study Area, 22.5% of residents have received a high school diploma, 22.8% a bachelor's degree, and 12.9% have achieved a graduate or professional degree.

2015 Population 25+ by Educational Attainment

	Lake Park	Federal Highway Mixed Use Study Area	Palm Beach County
High School Diploma	25.0%	22.5%	22.8%
Bachelor's degree	11.5%	22.8%	21.0%
Graduate/Professional degree	7.3%	12.9%	12.7%

(Source: 2017 ESRI Inc.)

Lake Park School Ratings

Highly rated schools are an important way to attract families into a housing market. The Town of Lake Park features two educational institutions; Lake Park Elementary and Lake Park Baptist School. Lake Park Baptist is a fully accredited private Christian school, therefore ratings are not available. Detailed ratings for Lake Park Elementary are provided below.

2015 Population 25+ by Educational Attainment

	Lake Park Elementary	Statewide Elementary School Average
School Rating	"C"	
English Language Arts Achievement	27	52
English Language Arts Learning Gains	43	52
English Language Arts Learning Gains of the Lowest 25%	37	46
Mathematics Achievement	66	58
Mathematics Learning Gains	71	57
Mathematics Learning Gains of the Lowest 25%	63	46
Science Achievement	30	51
Total Points Earned	337	357

(Source: Florida Department of Education)

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Appendix A

Investment Driver: Capital

Millage Rates

The Town of Lake Park's current millage rate for general services is \$6.7754 per \$1,000 (or 0.6675 per \$100) of taxable value, which is a combination of the Town's Operating and Debt Services. The total millage rate, including county, Town, school, water management, and independent districts is Lake Park's total millage rate is fairly high compared to other municipalities in Palm Beach County.

Town of Lake Park Breakdown of Total Millage Rate 2016:

District	Type	Rate	Total
County	Operating	4.7815	8.3723
	Debt	0.1327	
	MSTU-Fire	3.4581	
School	Required Local	2.498	7.07
	Discretionary	4.572	
Town	Operating	5.3474	6.0146
	Debt	0.6675	
Water Management District	District	0.1359	0.3307
	Basin	0.1477	
	Construction	0.0471	
Independent Districts	Children's Services	0.6833	1.5858
	F.I.N.D.	0.0032	
	Health Care District	0.8993	
Total (all districts)			23.07577

Palm Beach County			
2016 Final Millage Rates			
Municipality	Total Tax Rate	Municipality	Total Tax Rate
Palm Beach Gardens	20.3154	Jupiter Inlet Beach Colony	19.6873
Palm Beach Gardens	20.2009	Lake Clarke Shores	24.2607
Palm Beach Gardens	20.2009	Lake Park	23.0758
Atlantis	22.4228	Lake Worth	22.8821
Belle Glade	24.5228	Lantana	20.6271
Boca Raton	18.5231	Loxahatchee Groves	19.4527
Boynton Beach	21.8295	Manalapan	16.7245
Briny Breezes	24.5228	Mangonia Park	24.3228
Cloud Lake	17.9809	Ocean Ridge	19.8728
Delray Beach	21.1402	Pahokee	24.5228
Glenridge	17.9809	Town of Palm Beach	17.2001
Greenacres	20.6082	Palm Beach Shores	20.8728
Gulf Stream	18.4195	Riviera Beach	22.3815
Haverhill	22.4809	South Bay	24.2898
Highland Beach	17.7855	Tequesta	20.9293
Hypoluxo	18.0728	South Palm Beach	22.1087
Juno Beach	20.3499	Village of Golf	20.3144
Jupiter	19.3371	North Palm	21.2595
West Palm Beach	22.4241	Palm Springs	21.7806
Wellington	20.4209	Royal Palm Beach	19.9009

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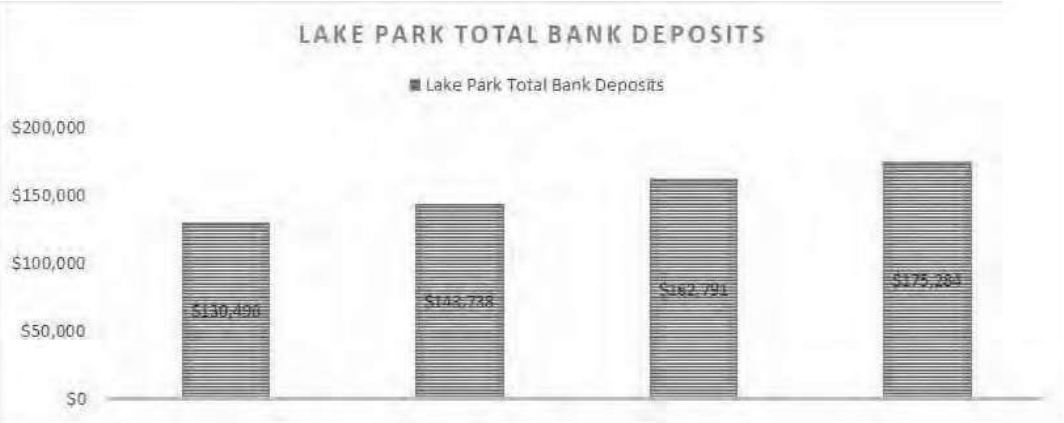
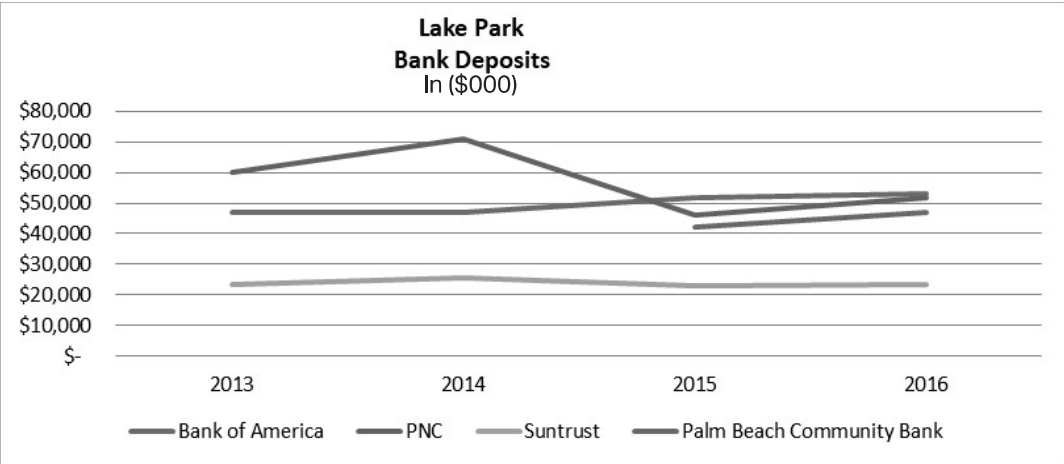
Banking

Local bank deposit information provides insight into local economic conditions and trends. Since deposit relations are largely local, this information can indicate the likelihood that locally active banks may be in a position for additional small business lending. There are geographic restrictions on bank activity that ties banks to their locations and role in local economic prosperity. How individual bank behavior approaches lending, funding, and operations vary however, and this information is only provided as a general economic indicator. Bank deposits in Lake Park have seen steady annual growth from 2013-2016. Bank deposits within a community provide a good snap shot of macro-economic conditions (i.e. small business lending). The opening of Palm Beach Community Bank in Lake Park in 2015 appears to have led to a transfer of deposits from other locally based large banking institutions. The willingness of residents to move deposits from a large national bank to a small community bank speaks to the close-knit nature of the Town of Lake Park.

Summary of Bank Deposits in Lake Park (in \$000)

	2013	2014	2015	2016
Bank of America	\$46,896	\$47,020	\$51,888	\$53,157
PNC	\$60,180	\$71,057	\$45,988	\$51,722
Suntrust	\$23,422	\$25,661	\$22,935	\$23,315
Palm Beach Community Bank			\$41,980	\$47,090
Total	\$130,498	\$143,738	\$162,791	\$175,284
Growth		10.1%	13.3%	7.7%

(Source: Federal Deposit Insurance Corporation 2017)



(Source: Federal Deposit Insurance Corporation)

Businesses

There are approximately 952 businesses in Lake Park at the time of this study. The predominant businesses in Lake Park are retail (20.8% of all businesses), other services including auto repair and maintenance (17.2%), and construction (11.4%).

Data for all businesses in area	Lake Park	Mixed Use Study Area	Palm Beach County
Total Businesses:	952	93	73,956
Total Employees:	6,863	681	724,346

(Source : US Census Bureau, Census 2010, ESRI Inc.)

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Funding Opportunities

There are a number of grant opportunities available to local government for various types of projects. The following is a partial list of grants and other financial sources for public projects and economic development. This list is only a guide, and does not address the current status of the program related to funding status, application cycles, or other information. The Town should conduct additional research to identify the specific active grants for which it may have eligible projects.

Economic Development Programs

Brownfield Economic Development Initiative (BEDI): Spurs redevelopment of brownfield sites to productive economic use. Must be used in conjunction with a Section 108 loan.

Brownfield Incentives: Florida offers incentives to businesses that locate on a brownfield site with a Brownfield Site Rehabilitation Agreement (BSRA). The Brownfield Redevelopment Bonus Refund is available to encourage Brownfield redevelopment and job creation. Approved applicants receive tax refunds of up to \$2,500 for each job created.

Community Development Block Grants: CDBG funding is available for eligible projects through Palm Beach County. The program funds can be used to build community facilities, roads, parks, repair or rehabilitate housing, provide new or increased public services to residents, or fund initiatives that generate or retain new jobs.

Economic Development Transportation Fund: The Economic Development Transportation Fund, commonly referred to as the "Road Fund," is an incentive tool designed to alleviate transportation problems that adversely impact a specific company's location or expansion decision. The award amount is based on the number of new and retained jobs and the eligible transportation project costs, up to \$3 million. The award is made to the local government on behalf of a specific business for public transportation improvements.

Economic Development Administration: Public Works program investments help facilitate the transition of communities from being distressed to becoming competitive by developing key public infrastructure, such as technology-based facilities that utilize distance learning networks, smart rooms, and smart buildings; multi-tenant manufacturing and other facilities; business and industrial parks with fiber optic cable; and telecommunications and development facilities. In addition, EDA invests in traditional public works projects, including water and sewer systems improvements, industrial parks, business incubator facilities, expansion of port and harbor facilities, skill-training facilities, and brownfield redevelopment.

Housing and Urban Development (HUD) Grants and Loans: HUD provides low-interest loans to local governments for the implementation of capital projects for revitalization and economic development, including streetscape and infrastructure improvements. These loans can be supplemented by Economic Development Initiative (EDI) grants from HUD.

Incumbent Worker Training Program (IWT): Incumbent Worker Training is a program that provides training to currently employed workers to keep Florida's workforce competitive in a global economy and to retain existing businesses. The program is available to all Florida businesses that have been in operation for at least one year prior to application and require skills upgrade training for existing employees. Priority is given to businesses in targeted industries, HUB Zones, Inner City Distressed areas, Rural Counties and areas, and Brownfield areas.

National Complete Streets Coalition: Streets are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations.

Qualified Target Industry Tax Refund (QTI): The Qualified Target Industry Tax Refund incentive is available for companies that create high wage jobs in targeted high value-added industries. This incentive includes refunds on corporate income, sales, ad valorem, intangible personal property, insurance premium, and certain other taxes.

Quick Response Training (QRT): Quick Response Training is an employer-driven training program designed to assist new value-added businesses and provide existing Florida businesses the necessary training for expansion. A state educational facility – community college, area technical center, school district or university – is available to assist with application and program development or delivery. The educational facility will also serve as fiscal agent for the project. The company may use in-house training, outside vendor training programs or the local educational entity to provide training.

Section 108 Loan Guarantees: Provides CDBG-eligible communities with a source of financing for economic development, public facilities, and other eligible large-scale physical development projects.

Safe Routes to School: The Florida Department of Transportation funds projects that will substantially improve the ability of students to walk and bicycle to school. Projects may include planning, design, and construction of infrastructure-related projects directly supporting increased safety and convenience for school children in grades K-12 to bicycle and/or walk to school. Projects may indirectly benefit the general public, however these constituencies cannot be the sole or primary beneficiaries.

Surface Transportation Program - Transportation Enhancement: Helps expand transportation choices and enhance transportation through 12 eligible transportation enhancement surface transportation activities, including pedestrian and bicycle infrastructure and safety programs, landscaping beautification, historic preservation, and environmental mitigation.

Transportation, Community & System Preservation: Livability is a criterion that will be used to evaluate candidate projects. Planning grants, implementation grants, and research, could include transit projects, complete streets, streetscaping, pedestrian/bike improvements or plans, implementation of transit-oriented development plans, traffic calming measures, and much more. Projects must improve relationships among transportation, community, and system preservation plans and practices.

Transportation Investments Generating Economic Recovery (TIGER): Competitive grant program funding infrastructure projects that promote economic competitiveness, improve energy efficiency, reduce greenhouse gas emissions and improve safety, quality-of-life and working environments in communities.

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Grant Programs

Grant programs continually change due to changing priorities by the funding agencies, policy and personnel changes, etc. Information included below is subject to change and not all programs may be active.

Category	Available Program	Summary Description	Agency or Funding Source
Arts and Culture	Resource for Public Art Programs	Develop Public Art Program	Florida Department of State
Beautification/Litter Prevention	Adopt a Highway	Adopt a section of highway	Florida Department of Transportation
Boating	Boating Infrastructure Grant Program	Install and upgrade tie up facility for transient boats	Florida Fish and Wildlife Commission
Boating	Florida Boating Improvement	Boating access projects, water marking	State Game Trust Fund
Boating	Small Navigation Projects	Study, Construct and Maintain small commercial navigation projects	US Army Corps of Engineers
Communications and Information Technology	911 Emergency Communication System	911 coordination technical assistance (not a grant)	Florida Department of Management Services
Communications and Information Technology	Emergency Medical Services Communication Plan	Free technical Assistance	Florida Department of Health
Communications and Information Technology	Law Enforcement Communication Plan	Two-way radio free for law enforcement	Florida Department of Management Services
Community/Economic Development	Communities for a Lifetime Initiative	Implement enhancements for better place for Seniors	US Department of Housing and Urban Development (HUD)
Community/Economic Development	Community Development Block Grant	Grants for community development and economic development initiatives	US Department of Housing and Urban Development (HUD) through Miami-Dade County
Community/Economic Development	CDBG/Entitlement Community Program	Develop Viable Urban Communities providing Decent Housing- Low to moderate Income	US Department of Housing and Urban Development (HUD)

Community/Economic Development	Section 108 Loan Guarantee	Source of financing for development, housing rehabs, public facilities	US Department of Housing and Urban Development (HUD)
Community/Economic Development	Florida Main Street Program	Revitalization of Historic Downtown and Commercial Districts	Florida Department of State
Community/Economic Development	Economic Development Assistance Programs	Funding for Infrastructure to support new investments and job creation	Economic Development Administration
Crime Prevention	Bureau of Criminal Justice	Public Education and Training Crime prevention initiatives	Bureau of Criminal Justice
Crime Prevention	Drug Abuse Resistance Education	Provide training to enforcement agencies participating in DARE	Florida Department of Law Enforcement
Crime Prevention	Edward Byrne Memorial Justice Assistance Grant	Law enforcement programs, prosecution prevention and education, corrections drug treatment programs	US Department of Justice
Crime Prevention	Juvenile Justice and Delinquency Prevention Program	Develop creative and innovative delinquency prevention programs	US Department of Justice
Crime Prevention	Crime Stoppers Trust Fund	Improve crime stopper and crime fighting programs- methods of training	State of Florida Office of the Attorney General
Crime Prevention	Victims of Crime Act	Provide direct services to Crime Victims	US Department of Justice
Education	Office of Innovation and Improvement (OII): Charter School Program (CSP): Grants to Non-State Educational Agency (Non-SEA): Planning, Program Design, and Initial Implementation Grant	Education Innovations	US Department of Education

Education	Office of Innovation and Improvement (OII): Charter School Program (CSP): Grants to Non-State Educational Agency (Non-SEA):	Education Innovations	US Department of Education
Emergency Management	CDBG Disaster Recovery Assistance	To recover from Presidential declared disasters, especially in low income areas	US Department of Housing and Urban Development (HUD)
Emergency Management	Flood Mitigation Grant Program	To reduce the financial drain on the NFIP by retrofitting flooded structures covered by NFIP	National Flood Insurance Program
Emergency Management	Hazard Mitigation Grant Program	Intended to reduce a community's vulnerability to identified hazards after a Presidentially declared Disaster	FEMA Through the Florida Department of Economic Opportunity
Emergency Management	Pre-Disaster Mitigation Program	Assist with the implementation of cost effective mitigation activities prior to disaster	FEMA Through the Florida Department of Economic Opportunity
Emergency Management	US Army Corps of Engineers Flood Damage Reduction	Plan, design and construct certain small flood control projects	US Army Corps of Engineers
Emergency Medical Services	Florida Emergency Medical Services Matching Grant Programs	Improve and Expand EMS statewide	Traffic Violation Fines
Energy Conservation / Weatherization	Weatherization Assistance Program	Provide program services for low income families for insulation, weather stripping, water and A/C Systems	US Department of Energy
Environmental Programs	Brownfields Economic Development Initiative	Clean Up and Redevelop contaminated industrial and Commercial sites	US Department of Housing and Urban Development (HUD)
Environmental Programs	Brownfield Cleanup - Loan Program	Help Fund brownfields site remediation	South Florida Regional Planning Council
Homeless	Emergency Shelter Grants	Help recover from Presidentially declared disasters	US Department of Housing and Urban Development (HUD)
Homeless	Homeless Challenge Grants	Help fund Homeless Assistance Services	State of Florida Office of the Attorney General

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Homeless	Shelter Plus Care Programs	Provides rental assistance for hard to serve homeless persons with disabilities	US Department of Housing and Urban Development (HUD)
Housing	Affordable Housing Catalyst	Technical Assistance program to implement the State Housing Initiative Partnership (SHIP)	Florida Housing Finance Corp.
Housing	Affordable Housing Technical Assistance	Ensure Housing projects are successful and in compliance with regulations and policies	Florida Housing Coalition
Housing	Florida Housing Finance Corp (only if eligible for SHIP)	Enhance ability to match qualified homebuyers with purchase assistance and increase affordable housing in Florida	Florida Housing Finance Corp.
Housing	Home Investment Partnership Program	Grants for building, buying, or rehabilitate affordable housing, for rent or homeownership	US Department of Housing and Urban Development (HUD)
Housing	Pre-Development Loan Program	Introduce Florida Housing Finance Corp to local governments with limited affordable housing experience	US Department of Housing and Urban Development (HUD)
Housing	State Housing Initiatives Partnership (to entitled municipality)	Build, rehabilitate and preserve affordable housing	Florida Department of Economic Opportunity
Human/Social Services	Community Services Block Grant (CSBG)	Assist low income communities and households to improve their lives	Florida Department of Health and Human Services
Human/Social Services	Low-Income Home Energy Assistance Program	Assist low income households in meeting home energy costs- One time utility payment	Florida Department of Health and Human Services
Intergovernmental Issues	John Scott Daily Florida Institute of Government	Enhance the capacity of Governments through education and training and technical assistance	Florida Legislature through Florida State University
Library Program	Public Library Construction Grants	Construction or remodel of Library Buildings	Florida Department of State
Library Program	State Aid to Libraries	Encourage local governments to provide Library services	Florida Department of State
Local Government Management	Range Rider Program FCCMA and ICMA	Make retired members of city/county management profession available to local government	FCCMA and ICMA

Recreation and Conservation	Florida Greenways and Trails Program Financial Assistance	Acquire land to facilitate the establishment of a Statewide system of greenways and trails	Florida Department of Environmental Protection
Recreation and Conservation	Florida Greenways and Trails Program Technical Assistance	To stimulate public and private sector awareness	Florida Department of Environmental Protection
Recreation and Conservation	Florida Recreation Development Assistance Program (FRDAP)	Fund acquisition and development of land and trails for public outdoor recreation purposes	Florida Department of Environmental Protection
Recreation and Conservation	Land and Water Conservation Fund Program	Development of acquisition of land for public outdoor recreational purposes	US Dept of Interior
Recreation and Conservation	Recreational Trails Program	Provide renovate or maintain recreational trails motorized or unmotorized	Federal Highway Administration through the Florida DEP
Recreation and Conservation	The Trust for Public Land-Conservation Finance	Provides services to government including conservation, real estate transaction finance	Trust for Public Lands
Storm Water Management	Section 319 Non Point Source Management Implementation Grant	Implementation of Nonpoint-Source Pollution Management Controls	Florida Department of Environmental Protection
Storm Water Management	Clearing and Snagging for Flood Control	Design and construction projects aimed to reduce flood damage caused by debris (channel excavation and limited bankment construction)	US Army Corps of Engineers
Storm Water Management	Flood Plain Management Services Program	Encourage prudent use of nation's flood plains by supporting flood plain management planning	US Army Corps of Engineers
Surplus Property	Bureau of Federal Property Assistance	Federal Govt excess and Government equipment and supplies are made available on a donation basis through 2 programs	Florida Department of Management Services
Transportation	Local Agency Program	Delivery of Federally funded transportation projects and technical assistance to support project delivery- FDOT projects	Florida Department of Transportation
Transportation	Miami Metropolitan Planning Organization Municipal Grant Program	Intended to fund small -scale transportation planning studies	US DOT Through FDOT

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Transportation	Pedestrian and Bicycle Program	Improve the environment for safe comfortable and convenient walking and bicycling trips, improve interaction among motorist, bicycles and pedestrians	US Dept of Transportation
Transportation	Safe Routes to School Program	Improve conditions for walking and bicycling for Elementary and Middle School Children	US Dept of Transportation
Transportation	Transportation Alternatives Program	Provide funding and technical assistance for bicycle, pedestrian facilities, renovation of historical transportation activities	Federal Highway Administration
Transportation	Section 5309 Bus and Bus Facilities, Ladders of Opportunity Program	Funding for mass transit bus programs	Federal Transit Administration
Transportation	Regional Surface Transportation Workforce Centers	Funding for surface transportation, mass transit workforce related programs.	Federal Highway Administration
Urban Forestry	Urban and Community Forestry Grants	incentive to local governments to initiate or enhance local urban forestry management programs	US Forest Service
Volunteer Services	Americorps VISTA	Volunteer-Services with Mentoring and Sponsorship requirements	Federal Gvt
Volunteer Services	Florida Mentoring Partnership	Stipend and mentoring, insurance coverage to participants	
Volunteer Services	Foster Grandparent Program	Governments to sponsor individuals	National Community Services
Volunteer Services	Retired and Senior Volunteer Program	Varies	National Community Services
Volunteer Services	Senior Companion Program		National Community Services
Water and WasteWater	Drinking Water State Revolving Fund Program	Improvements to drinking water Facilities Address Public Health/risk problems	Florida Department of Environmental Protection

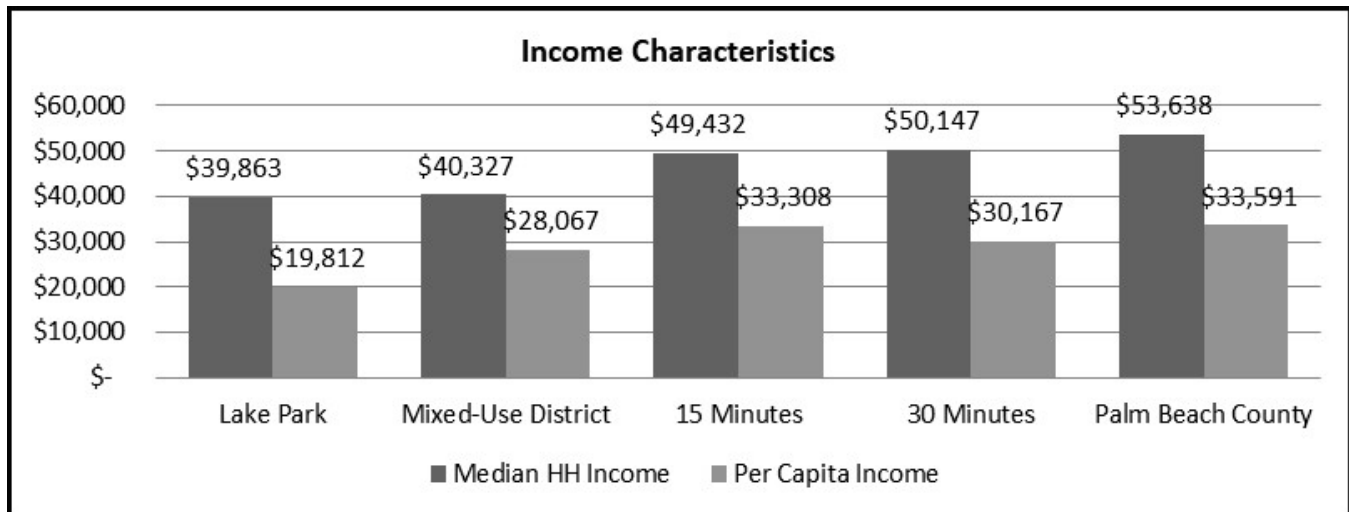
Water and WasteWater	TMDL Water Quality Restoration Grant	Implementation of Best practices	Florida Department of Environmental Protection
Waterway and Resource Management	Florida Inland Navigation District Cooperative Assistance Program	Development and implementation of water-related improvement projects	Florida Inland Navigation District
Waterway and Resource Management	Aquatic Ecosystem Restoration	Restore degraded ecosystem structure/ Development	US Army Corps of Engineers
Water and WasteWater	Florida Water Fluoridation Project	Cover cost of fluoridation equipment, installation, engineering and 2 yrs chemical costs	Department of Health
Water and WasteWater	State of Florida Pollution Control Bond Program for Wastewater Treatment	Loans to local governments for construction of water/wastewater/solid waste facilities	Florida Department of Environmental Protection
Water and WasteWater	State Revolving Fund Loan Program	Wastewater and Stormwater infrastructure improvements	Florida Department of Environmental Protection

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Investment Driver: Markets

Local Market Area

Income levels in Lake Park are lower than the immediate market area and Palm Beach County. While median household incomes are similar, per capita income is significantly higher within the Federal Highway Mixed Use Study Area compared to the Town of Lake Park as a whole.



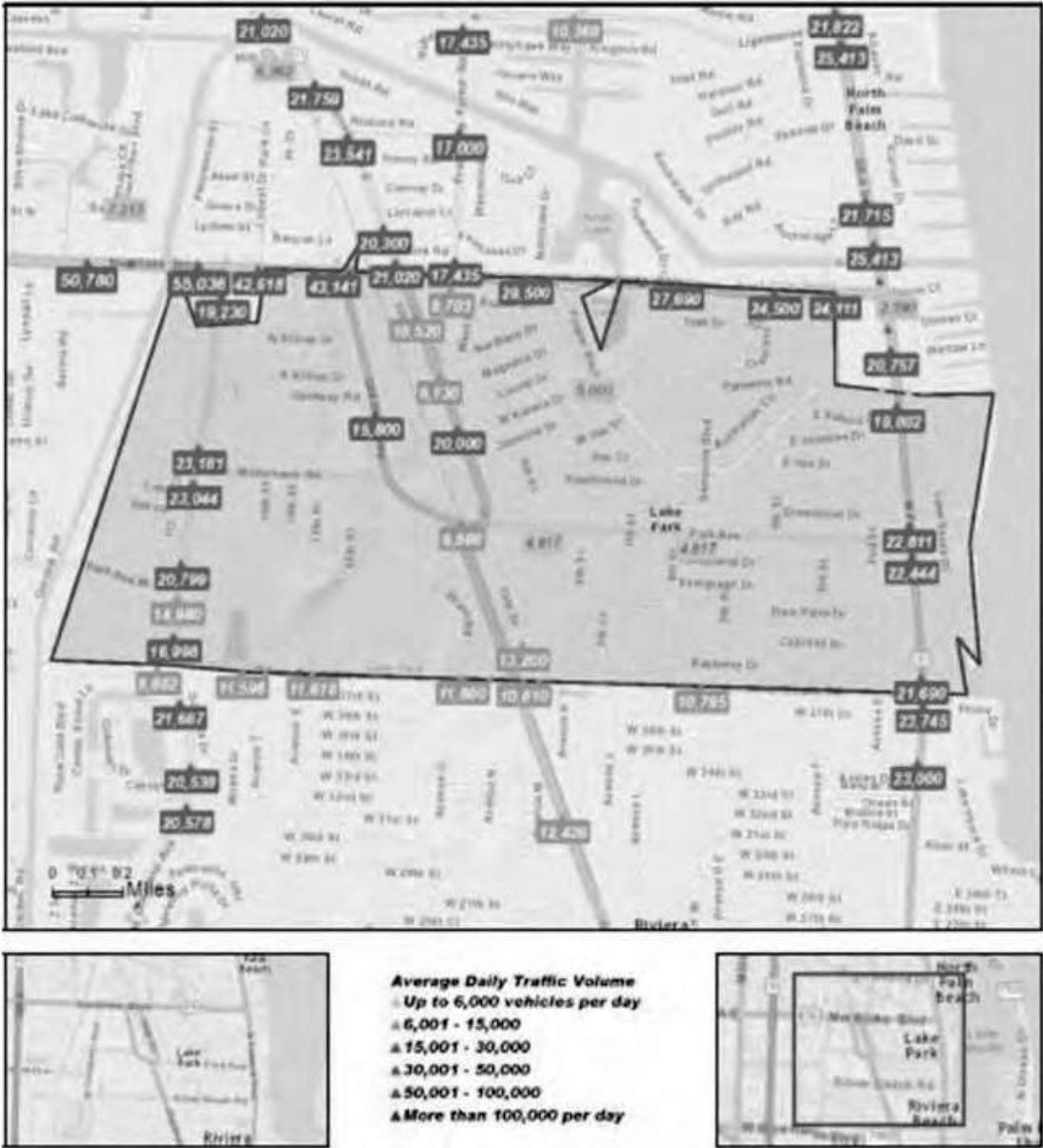
Market Areas

	Population	Median Home Value	Median Household Income
Lake Park	8,957	\$166,393	\$39,863
Federal Highway Mixed Use Study Area	701	\$158,333	\$40,327
15 Minute Drive Time	156,355	\$241,833	\$49,432
30 Minute Drive Time	707,431	\$220,934	\$50,147
Palm Beach County	1,408,220	\$246,653	\$53,638

(Source: 2017 ESRI Inc.)

Lake Park Traffic Count Map

The maps presented below represent the average daily traffic (ADT), or number of vehicles that cross a certain point of a street location. In addition to population, income level, and other criteria, retailers analyze traffic counts during the site selection process. Many retailers prefer to locate in areas with a minimum of 20- 30,000 ADT. In Lake Park, moderate traffic flow exists along Northlake Boulevard (24,000-44,000 ADT), Congress Avenue (14,000-21,000), Old Dixie Highway (9,000-20,000), and Federal Highway (19,000- 23,000). Downtown Lake Park (Park Avenue) experiences less than 5,000 vehicles daily.



(Source: 2017 ESRI Inc.)

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Population

Lake Park's population has rebounded from a short period of negative growth following the Great Recession of 2008, growing from 8,155 in 2010 to 8,957 in 2016. Lake Park's population is estimated to grow at 1.58% annual through 2021.

Population Summary

TOTAL POPULATION	Lake Park	Mixed Use Study Area	15 Minutes	30 Minutes	Palm Beach County
Population	8,957	701	156,355	707,431	1,408,220

(Source: 2017 ESRI Inc.)

Daytime Population

Daytime population refers to the number of people who are present in an area during normal business hours, including workers. Resident population refers to people who reside in a given area and are typically present during the evening and nighttime hours.

	Town of Lake Park	Federal Highway Mixed Use Study Area
Total Daytime Population	11,037	998
Workers	5,982	627
Residents	5,055	371

(Source: 2017 ESRI Inc.)

Population Age

	2010 Population by Age	2016 Population by Age
0-4	6.7%	6.5%
5-9	6.5%	6.3%
10-14	6.5%	6.2%
15 - 24	15.9%	14.7%
25 - 34	13.3%	13.8%
35 - 44	12.7%	12.2%
45 - 54	16.0%	14.5%
55 - 64	11.0%	12.3%
65 - 74	6.0%	7.6%
75 - 84	3.9%	4.2%
85 +	1.4%	1.7%
Median Age	35.9	37

(Source: 2017 ESRI Inc.)

Geographic Mobility

Geographic mobility tracks residents moving to Lake Park and classifies them based on age and the destination in which they are moving from (within the same county, different county within the same state, different state, and abroad). Majority of new residents in Lake Park, during the period 2010-2014, moved from another location in Palm Beach County and were within the age of 18-34 (51.9%). Another large component of new residents moved from out of state within 25-34 years (13.7%). This info is consistent with other trends that indicate the movement of young people, particularly the millennial generation, moving into Lake Park.

	Total	Moved; within same county	Moved; from different county, same state	Moved; from different state	Moved; from abroad
	Estimate	Estimate	Estimate	Estimate	Estimate
Population 1 year and over	8,277	17.4%	2.4%	4.1%	0.7%
AGE					
1 to 4 years	374	14.4%	3.7%	4.8%	0.0%
5 to 17 years	1,124	18.2%	2.2%	0.0%	0.0%
18 to 24 years	713	26.6%	5.5%	4.5%	0.0%
25 to 34 years	1,611	25.3%	4.7%	13.7%	3.1%
35 to 44 years	812	11.9%	2.8%	2.7%	0.0%
45 to 54 years	1,372	11.7%	0.0%	3.4%	0.0%
55 to 64 years	1,131	21.8%	1.7%	0.0%	0.0%
65 to 74 years	428	7.7%	0.0%	0.0%	1.9%
75 years and over	712	6.3%	0.0%	0.0%	0.0%
Median age (years)	39.2	29.9	25.4	28.7	-

(Source: U.S. Census, American Community Survey 2010-2014)

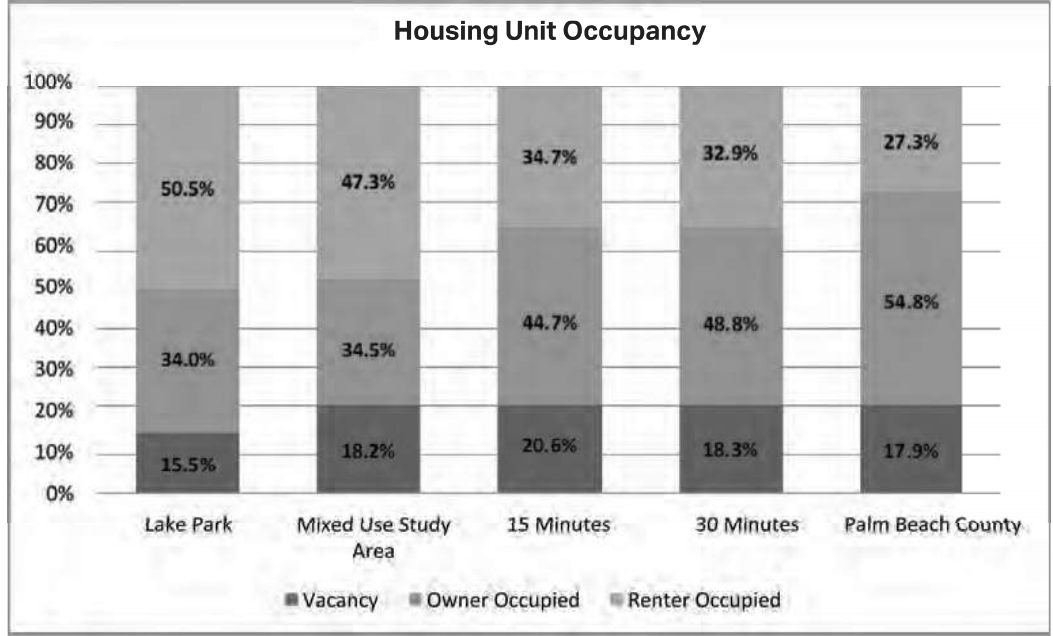
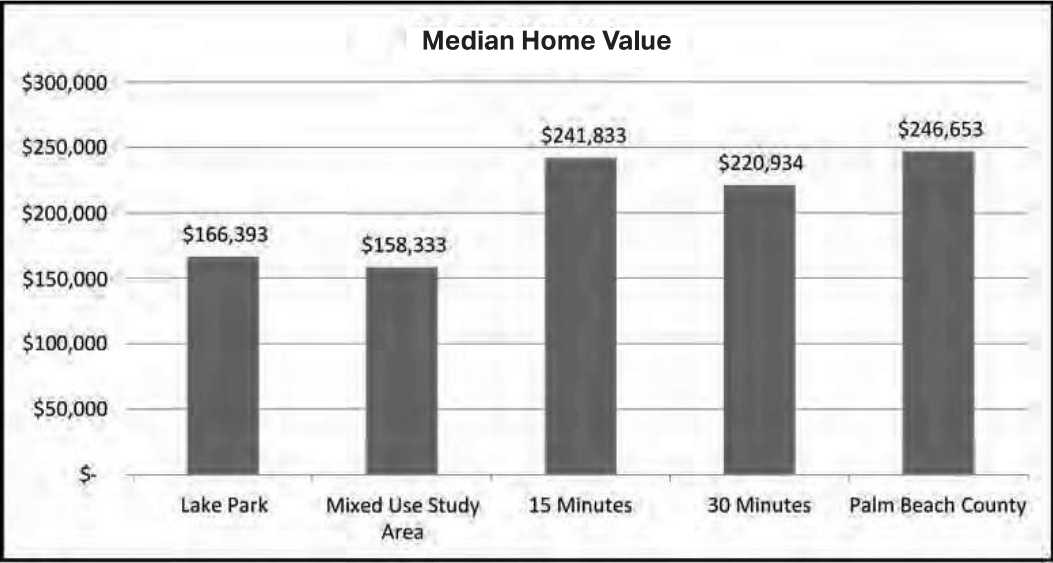
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Households

Median home values in Lake Park are significantly lower when compared to the surrounding area and Palm Beach County. Approximately 53.5% of the population in Lake Park resides in a family household and 32.2% of households live with children. The average household size is 2.37 in Lake Park and 1.95 within the Federal Highway Mixed Use Study Area. Lake Park, as a whole, has a high percentage of rental households (50.5%) compared to the county and surrounding areas.

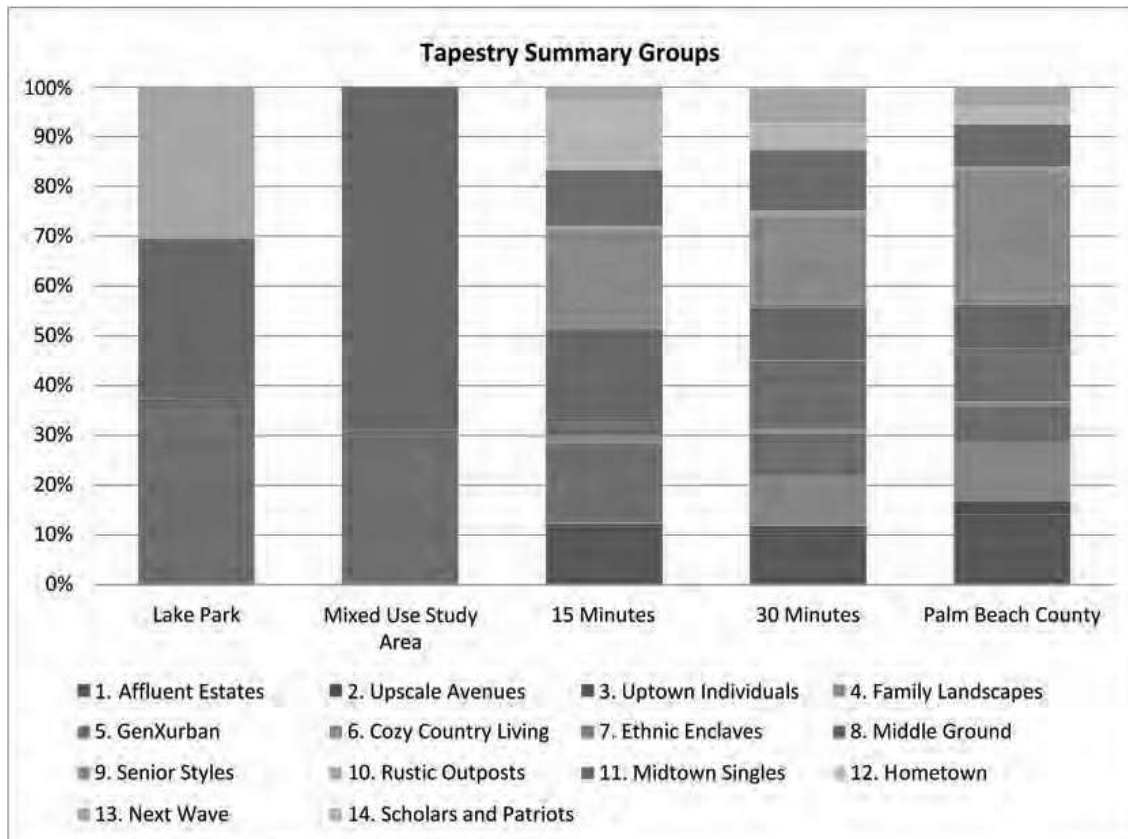
TOTAL HOUSEHOLDS	Lake Park	Mixed Use Study Area	15 Minutes	30 Minutes	Palm Beach County
Households	3,441	360	66,620	279,115	571,057

(Source: 2017 ESRI Inc.)



Tapestry

ESRI Tapestry segmentation provides an accurate, detailed description of America's neighborhoods. Population is broken down into 14 LifeMode groups based on spending, employment, and quality of life characteristics. The 14 LifeMode groups are broken down into 67 distinct tapestry segments.



The predominant LifeMode Groups in Lake Park are:

Middle Ground (32.3%)

- Lifestyles of thirty-somethings
- Millennials in the middle: single/married, renters/homeowners, middle class/working class
- Urban market mix of single-family, townhome, and multi-unit dwellings
- Majority of residents attended college or attained a college degree
- Householders have ditched their landlines for cell phones, which they use to listen to music (generally contemporary hits), read the news, and get the latest sports updates of their favorite teams
- Online all the time: use the Internet for entertainment (downloading music, watching YouTube, finding dates), social media (Facebook, Twitter, LinkedIn), shopping and news
- Leisure includes night life (clubbing, movies), going to the beach, some travel and hiking

GenXUrban (27.3%)

- Gen X in middle age; families with fewer kids and a mortgage
- Second largest Tapestry group, comprised of Gen X married couples, and a growing population of retirees
- About a fifth of residents are 65 or older; about a fourth of households have retirement income
- Own older single-family homes in urban areas, with 1 or 2 vehicles
- Live and work in the same county, creating shorter commute times
- Invest wisely, well-insured, comfortable banking online or in person
- News junkies (read a daily newspaper, watch news on TV, and go online for news)
- Enjoy reading, photo album/scrapbooking, playing board games and cards, doing crossword puzzles, going to museums and rock concerts, dining out, and walking for exercise

Next Wave (30.6%)

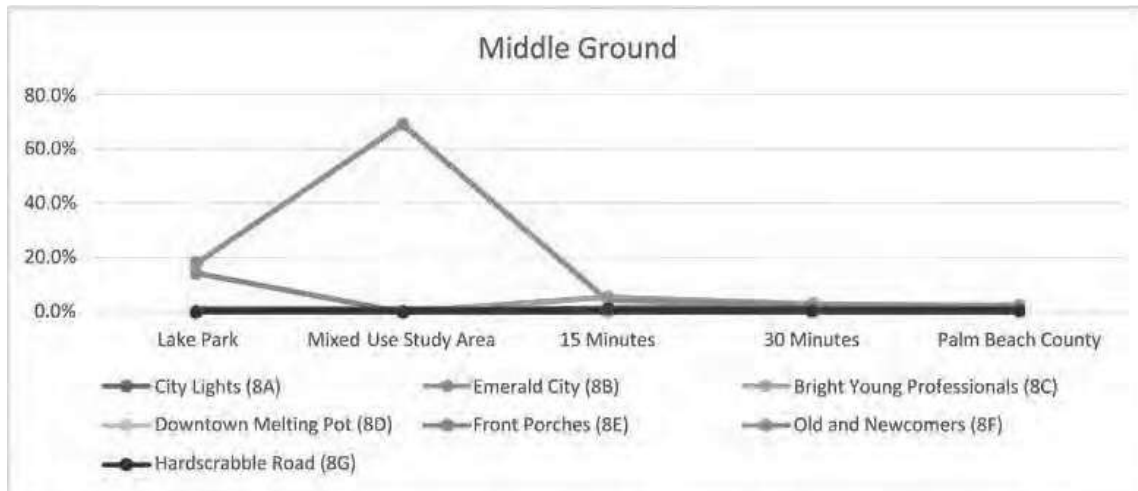
- Urban denizens, young, diverse, hard-working families
- Extremely diverse with a Hispanic majority, the highest among LifeMode groups
- A large share are foreign born and speak only their native language
- Young, or multi-generational, families with children are typical
- Most are renters in older multi-unit structures, built in the 1960s or earlier
- Hard-working with long commutes to jobs, often utilizing public transit to commute to work
- Spending reflects the youth of these consumers, focus on children (top market for children's apparel) and personal appearance
- Also a top market for movie goers (second only to college students) and fast food
- Partial to soccer and basketball

Ethnic Enclaves (9.9%)

- Established diversity—young, Hispanic homeowners with families
- Multilingual and multi-generational households feature children that represent second-, third- or fourth-generation Hispanic families
- Neighborhoods feature single-family, owner-occupied homes built at Town's edge, primarily built after 1980
- Hard-working and optimistic, most residents aged 25 years or older have a high school diploma or some college education
- Shopping and leisure also focus on their children—baby and children's products from shoes to toys and games and trips to theme parks, water parks or the zoo
- Residents favor Hispanic programs on radio or television; children enjoy playing video games on personal computers, handheld or console devices
- Many households have dogs for domestic pets

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Lifemode Groups are then further classified into 67 tapestry segments. The common segments in Lake Park are: Rustbelt Traditions, Old and Newcomers, Front Porches, and Fresh Ambitions. A detailed description of each is provided below.

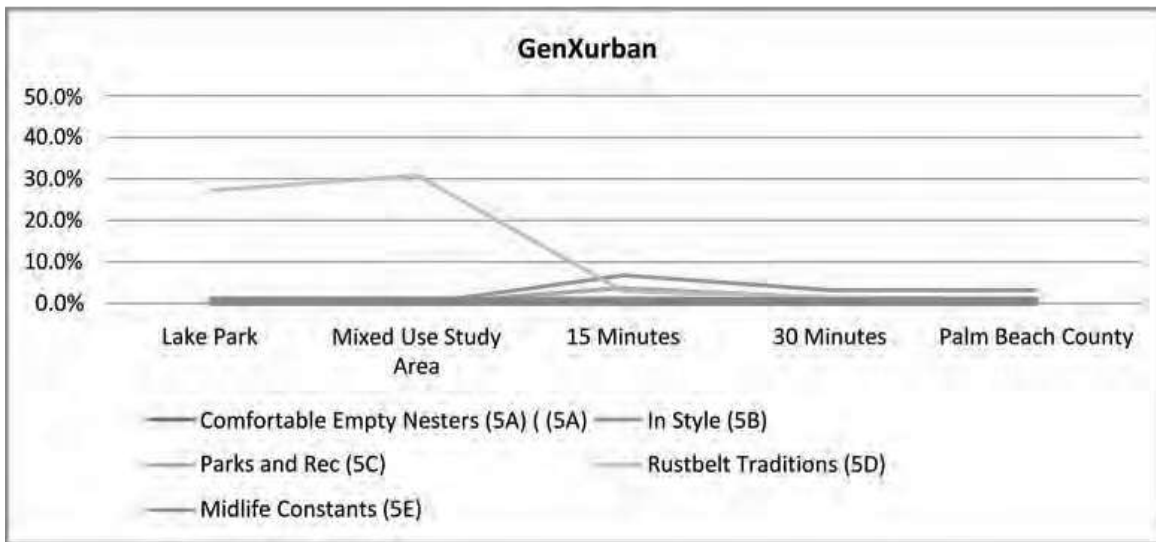


Front Porches (14.2%)- Front Porches blends household types, with more young families with children or single households than average. This group is also more diverse than the US. Half of householders are renters, and many of the homes are older townhomes or duplexes. Friends and family are central to Front Porches residents and help to influence household buying decisions. Residents enjoy their automobiles and like cars that are fun to drive. Income and net worth are well below the US average, and many families have taken out loans to make ends meet.

- Composed of a blue-collar work force with a strong labor force participation rate, but unemployment is high at 11%.
- Price is more important than brand names or style to these consumers.
- With limited incomes, these are not adventurous shoppers.
- They would rather cook a meal at home than dine out.
- They seek adventure and strive to have fun.

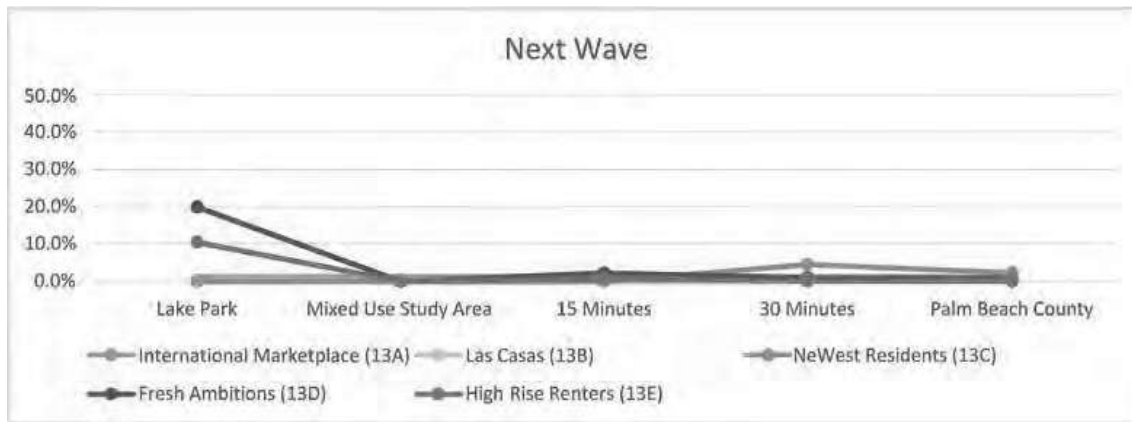
Old and Newcomers (18.1%)- This market features singles' lifestyles, on a budget. The focus is more on convenience than consumerism, economy over acquisition. Old and Newcomers is composed of neighborhoods in transition, populated by renters who are just beginning their careers or retiring. Some are still in college; some are taking adult education classes. They support environmental causes and Starbucks. Age is not always obvious from their choices.

- Unemployment is lower at 7.8% (Index 91), with an average labor force participation rate of 62.6%, despite the increasing number of retired workers.
- 30% of households are currently receiving Social Security.
- 28% have a college degree (Index 99), 33% have some college education, 10% are still enrolled in college (Index 126).
- Consumers are price aware and coupon clippers, but open to impulse buys.
- They are attentive to environmental concerns.
- They are more comfortable with the latest technology than buying a car.



Rustbelt Traditions (27.3%)- The backbone of older industrial cities in states surrounding the Great Lakes, Rustbelt Traditions residents are a mix of married-couple families and singles living in older developments of single-family homes. While varied, the work force is primarily white collar, with a higher concentration of skilled workers in manufacturing, retail trade, and health care. Rustbelt Traditions represents a large market of stable, hard-working consumers with modest incomes but above average net worth (Index 111). Family oriented, they value time spent at home. Most have lived, worked, and played in the same area for years.

- Most have graduated from high school or spent some time at a college or university.
- Unemployment below the US at 8%; labor force participation slightly higher than the US at 67%.
- While most income derived from wages and salaries, nearly 30% of households collecting Social Security and nearly 20% drawing income from retirement accounts.
- Family-oriented consumers who value time spent at home.
- Most lived, worked, and played in the same area for years.
- Budget aware shoppers that favor American-made products.
- Read newspapers, especially the Sunday editions.



Fresh Ambitions (20%)- These young families, many of whom are recent immigrants, focus their life and work around their children. Fresh Ambitions residents are not highly educated, but many have overcome the language barrier and earned a high school diploma. They work overtime in service, in skilled and unskilled occupations, and spend what little they can save on their children. Multi-generational families and close ties to their culture support many families living in poverty; income is often supplemented with public assistance and Social Security. Residents spend more than one-third of their income on rent, though they can only afford to live in older row houses or multi-unit buildings. They budget wisely not only to make ends meet but also to save for a trip back home.

- One in four is foreign-born, supporting a large family on little income. Fresh Ambitions residents live on the edge of poverty but are an ambitious community. They will take on overtime work when they can.
- Unemployment is high for these recent immigrants.
- One in three has overcome the language barrier and earned a high school diploma.
- Price-conscious consumers, they budget for fashion, not branding. However, parents are happy to spoil their brand savvy children.
- These residents maintain close ties to their culture; they save money to visit family, but seek out discount fares over convenience.

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Appendix A

Retail Market

The chart below shows consumer spending data on a variety of goods and services by households in Lake Park compared to the overall national average. The Spending Potential Index (SPI) represents the amount spent in the area relative to the national average of 100. This is a useful representation of spending power in the community.

	United States	Town of Lake Park		
	Average Spent	Average Spent	Total	Spending Potential Index
Apparel & Services:	\$4,809,528	\$2,013.61	\$4,809,528	69
Entertainment/ Recreation:	\$1,897.18	\$2,915.21	\$6,528,190	65
Food at Home:	\$4,983.50	\$3,429.77	\$11,801,849	69
Food Away from Home:	\$3,092.72	\$2,086.49	\$7,179,624	67
Health Care:	\$5,297.84	\$3,368.83	\$11,592,133	64
HH Furnishings & Equipment:	\$1,765.64	\$1,154.45	\$3,972,478	65
Personal Care Products &				
Services:	\$732.73	\$483.49	\$1,663,701	66

Gap Analysis

The gap analysis presents a snapshot of retail opportunity. This is a measure of the relationship between supply and demand, leakage and surplus. A positive value represents 'leakage' of retail opportunity outside the trade area. A negative value represents a surplus of retail sales, a market where customers are drawn in from outside the trade area. The Retail Gap represents the difference between Retail Potential and Retail Sales.

SUPPORTABLE SQUARE FEET	Lake Park	Mixed Use Study Area
Furniture Stores	-	361
Home Furnishings Stores	-	850
Bldg Materials, Garden Equip. & Supply Stores	-	1,180
Food & Beverage Stores	-	51,178
Health & Personal Care Stores	-	93,881
Clothing & Clothing Accessories Stores	2,234	1,438
Sporting Goods, Hobby, Book & Music Stores	-	16,839
Department Stores Excluding Leased Depts.	-	16,640
Used Merchandise Stores	-	703
Food Services & Drinking Places	-	34,338
Total Supportable Retail Square Feet	4,016	183,070
Total Supportable Restaurant Square Feet	181	34,558
Total Supportable Square Feet	4,197	217,628

(Source: 2017 ESRI Inc.)

Data Note:

Supply (retail sales) estimates sales to consumers by establishments. Sales to businesses are excluded. Demand (retail potential) estimates the expected amount spent by consumers at retail establishments. Supply and demand estimates are in current dollars.

Retail is in a state of transition. Traditional models do not necessarily work anymore, and it is much more about the customer's overall experience. This has been especially true with businesses such as bookstores. Just because demand exists does not mean that the demand can be met successfully. "It's a successful business and with the higher rent I think it would work great if there was a restaurant inside it open at night. You need the combination of food and gifts because you don't get enough markup on books" - Felice Dubin, owner of Bookstore in Coconut Grove.

Appendix A

Investment Driver: Regulation

Business Friendly does not only mean smiling, courteous or friendly. Cities must provide a professional response with an expedited solution.

Infill development in the Federal Highway Mixed Use Study Area can help raise the tax base and surrounding property values. However, private developers cannot generate adequate returns on investment to justify the investment risk if the barriers for entry include prohibitive regulations requiring additional time and money. Typically, lenders view redevelopment projects as being very risky and are reluctant to fund them.

The regulatory staff will need to continue to work to encourage growth and facilitate development of an expanded Downtown and fight any perception of non-responsiveness. Difficult, expensive and lengthy processes to permit new and existing businesses are shown to be a significant obstacle in plans for expansion. Slow response by government cost businesses money and will influence expansion plans.

The Florida Chamber of Commerce estimates that by the year 2030, Florida is expected to:

- Add 6 million more residents;
- Attract more than 150 million annual visitors;
- Need 2 million additional jobs to remain at 5 percent unemployment;
- Have up to 5 million new drivers;
- Need 20 percent more water; and
- Demand 76 percent more energy.

While there is optimism in the business community, there are concerns that workforce quality, access to capital, government regulations and health care costs will continue to be areas that businesses cannot control. Listed as the top obstacles for business growth are uncertainty about what government will do next, too much regulation and requirements of the federal health care bill.



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Appendix B

Basket of Rights Analysis (Block by Block)



Data				Existing FLU Entitlement Summary			RMA Master Plan Buildout Analysis		
	SF	Acres (Gross)	Acres (Net)		SF or Units	Density (Gross)		SF or Units	Density (Net)
Block 1	117,304	2.69	1.72	Commercial Entitlement	293,260		Commercial Buildout Total (SF)	14,700	
Urban Edge				Residential Entitlement	161	60	Residential Buildout Total (Units)	108	63
							Multi-Family Units	101	
							Garden Style Apartments	-	
							Townhouse Units	7	
Block 2	146,404	3.36	2.24	Commercial Entitlement	366,010		Commercial Buildout Total (SF)	22,200	
Urban Edge				Residential Entitlement	202	60	Residential Buildout Total (Units)	219	98
							Multi-Family Units	219	
							Garden Style Apartments	-	
							Townhouse Units	-	
Block 3	144,854	3.32	2.24	Commercial Entitlement	362,135		Commercial Buildout Total (SF)	18,000	
Urban Edge				Residential Entitlement	199	60	Residential Buildout Total (Units)	204	91
							Multi-Family Units	176	
							Garden Style Apartments	28	
							Townhouse Units	-	
Block 4	144,520	3.31	2.21	Commercial Entitlement	361,300		Commercial Buildout Total (SF)	13,800	
Urban Edge				Residential Entitlement	199	60	Residential Buildout Total (Units)	118	53
							Multi-Family Units	98	
							Garden Style Apartments	-	
							Townhouse Units	-	
							Existing Condo Units to Remain	20	
Block 5	147,782	3.39	2.3	Commercial Entitlement	369,455		Commercial Buildout Total (SF)	12,600	
Urban Edge				Residential Entitlement	203	60	Residential Buildout Total (Units)	222	97
							Multi-Family Units	176	
							Garden Style Apartments	-	
							Townhouse Units	-	
							Existing Condo Units to Remain	46	

Data				Existing FLU Entitlement Summary			RMA Master Plan Buildout Analysis		
	SF	Acres (Gross)	Acres (Net)		SF or Units	Density (Gross)		SF or Units	Density (Net)
Block 6	134,610	3.09	2.02	Commercial Entitlement	336,525		Commercial Buildout Total (SF)	48,000	
Urban Edge				Residential Entitlement	185	60	Residential Buildout Total (Units)	198	98
							Multi-Family Units	162	
							Garden Style Apartments	-	
							Townhouse Units	-	
							Existing Condo Units to Remain	36	
Block 7	146,613	3.36	2.26	Commercial Entitlement	366,533		Commercial Buildout Total (SF)	37,900	
Urban Edge				Residential Entitlement	202	60	Residential Buildout Total (Units)	455	201
							Multi-Family Units	455	
							Garden Style Apartments	-	
							Townhouse Units	-	
Block 8	158,839	3.65	2.48	Commercial Entitlement	397,098		Commercial Buildout Total (SF)	27,400	
Urban Edge				Residential Entitlement	219	60	Residential Buildout Total (Units)	183	74
							Multi-Family Units	173	
							Garden Style Apartments	-	
							Townhouse Units	-	
							Existing Condo Units to Remain	10	
Block 9	188,047	4.3	3.15	Commercial Entitlement	470,118		Commercial Buildout Total (SF)	27,600	
Urban Waterfront				Residential Entitlement	344	80	Residential Buildout Total (Units)	423	134
							Multi-Family Units	413	
							Garden Style Apartments	-	
							Townhouse Units	-	
							Existing Condo Units to Remain	10	
Block 10	101,520	2.33	1.67	Commercial Entitlement	253,800		Commercial Buildout Total (SF)	26,500	
Urban Waterfront				Residential Entitlement	186	80	Residential Buildout Total (Units)	154	92
							Multi-Family Units	154	
							Garden Style Apartments	-	
							Townhouse Units	-	

Note: the Basket of Rights is based on the redevelopment scenario that would result from the Building Heights Regulating Plan Option #1, as mentioned on page 64 of this report.

Appendix B

Data				Existing FLU Entitlement Summary		RMA Master Plan Buildout Analysis		
	SF	Acres (Gross)	Acres (Net)		Density (Gross) SF or Units		SF or Units	Density (Net)
Block 11	60,580	1.39	0.97	Commercial Entitlement (SF)	151,450		Commercial Buildout Total (SF)	17,500
							Residential Buildout Total (Units)	4
				Residential Entitlement (Units)	28	20	Multi-Family Units	-
							Garden Style Apartments	-
							Townhouse Units	4
Block 12	159,937	3.67	2.57	Commercial Entitlement	399,843		Commercial Buildout Total (SF)	13,500
							Residential Buildout Total (Units)	151
				Residential Entitlement	73	20	Multi-Family Units	95
							Garden Style Apartments	48
							Townhouse Units	8
Block 13	158,263	3.63	2.57	Commercial Entitlement	395,658		Commercial Buildout Total (SF)	15,600
							Residential Buildout Total (Units)	229
				Residential Entitlement	73	20	Multi-Family Units	219
							Garden Style Apartments	-
							Townhouse Units	10
Block 14	157,463	3.61	2.57	Commercial Entitlement	393,658		Commercial Buildout Total (SF)	15,600
							Residential Buildout Total (Units)	229
				Residential Entitlement	72	20	Multi-Family Units	219
							Garden Style Apartments	-
							Townhouse Units	10
Block 15	150,440	3.45	2.42	Commercial Entitlement	376,100		Commercial Buildout Total (SF)	13,500
							Residential Buildout Total (Units)	151
				Residential Entitlement	69	20	Multi-Family Units	95
							Garden Style Apartments	48
							Townhouse Units	8
Block 16				Commercial Entitlement	449,603		Commercial Buildout Total (SF)	10,500
							Existing Historic Property Commercial SF to remain	5,957

Data				Existing FLU Entitlement Summary		RMA Master Plan Buildout Analysis		
	SF	Acres (Gross)	Acres (Net)		Density (Gross) SF or Units		SF or Units	Density (Net)
Block 17	210,286	4.83	3.52	Commercial Entitlement	525,715		Commercial Buildout Total (SF)	10,500
							Existing Historic Property Commercial SF to remain	7,379
				Residential Entitlement	97	20	Residential Buildout Total (Units)	48
							Multi-Family Units	-
							Garden Style Apartments	42
							Townhouse Units	6
Block 18	196,966	4.52	3.12	Commercial Entitlement	492,415		Commercial Buildout Total (SF)	13,500
							Residential Buildout Total (Units)	151
				Residential Entitlement	90	20	Multi-Family Units	95
							Garden Style Apartments	48
							Townhouse Units	8
Block 19	196,506	4.51	3.32	Commercial Entitlement	491,265		Commercial Buildout Total (SF)	13,000
							Residential Buildout Total (Units)	191
				Residential Entitlement	90	20	Multi-Family Units	101
							Garden Style Apartments	80
							Townhouse Units	10
Block 20	209,863	4.81	3.62	Commercial Entitlement	524,658		Commercial Buildout Total (SF)	13,000
							Residential Buildout Total (Units)	191
				Residential Entitlement	96	20	Multi-Family Units	101
							Garden Style Apartments	80
							Townhouse Units	10
Block 21	179,745	4.12	3.01	Commercial Entitlement	449,363		Commercial Buildout Total (SF)	13,000
							Residential Buildout Total (Units)	191
				Residential Entitlement	82	20	Multi-Family Units	101
							Garden Style Apartments	80
							Townhouse Units	10
Block 22	205,262	4.71	3.37	Commercial Entitlement	513,155		Commercial Buildout Total (SF)	42,900
							Residential Buildout Total (Units)	9
				Residential Entitlement	94	20	Multi-Family Units	-
							Garden Style Apartments	-
							Townhouse Units	8
							Existing Historic Property Units to Remain	1

Note: the Basket of Rights is based on the redevelopment scenario that would result from the Building Heights Regulating Plan Option #1, as mentioned on page 64 of this report.

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EXHIBIT B

PUBLIC NOTICE

TOWN OF LAKE PARK

TO THE CITIZENS OF THE TOWN OF LAKE PARK, FLORIDA

Please be advised that during the regular meeting of the Lake Park Town Commission, it will hold a private meeting in accordance with Section 255.065(15)(d)1., Fla. Stat. to discuss unsolicited proposals for a public private partnership (P-3) Qualifying Project involving the potential redevelopment of the Lake Park Harbor Marina. The private meeting will occur during the Commission's regular meeting **of Wednesday, March 3, 2021** which begins at **7:00 p.m.** in the Commission Chambers at 535 Park Avenue, Lake Park, Florida. The Commission will recess its regular meeting shortly thereafter to hold the private meeting.

It is expected that the private meeting portion of the Commission's regular meeting will be attended by: Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin T. Flaherty, John Linden and Roger Michaud, as well as Town Attorney, Thomas J. Baird, Town Manager John D 'Agostino and the Town's P-3 consultant Don Delaney to discuss the unsolicited proposals received by the Town for the redevelopment of the Lake Park Harbor Marina. The private session of the Commission is anticipated to last one hour. Also, be advised that at the conclusion of this private session, the Commission will re-convene its regular meeting in the Commission chambers and take up its remaining business.

Vivian

Mendez, MMC

Digitally signed by Vivian Mendez, MMC
DN: cn=Vivian Mendez, MMC, o=Town
of Lake Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov,
c=US
Date: 2021.02.24 15:51:56 -05'00'

Vivian Mendez, MMC
Town Clerk

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the office of the Town Clerk at 561-881-3311.

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

Posted: February 24, 2021

EXHIBIT C



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Wednesday, November 16, 2022 at 6:30 PM

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

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Mary Beth Taylor	—	Commissioner
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	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 contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL:

PRESENT

Mayor Michael O'Rourke
 Vice-Mayor Kimberly Glas-Castro
 Commissioner John Linden
 Commissioner Roger Michaud
 Commissioner Mary-Beth Taylor

PLEDGE OF ALLEGIANCE

Mr. Bill Mulligan led the Pledge of Allegiance.

SPECIAL PRESENTATION/REPORT:

1. Public Presentation by Forest Development Acquisitions, LLC Regarding the Proposed Public Private Partnership (P3) for the Enhancement of the Lake Park Harbor Marina.

Mr. Don Delaney of Strategic Development Initiatives (SDI) explained the history of the project. Mr. Peter Baytarian of Forest Development, and Mr. Larry Zabik, Project Manager presented to the Commission (see Exhibit "A").

Vice-Mayor Glas-Castro announced that Nautilus was the only approved component and the remainder of the presentation were concepts.

Commissioner Michaud asked questions regarding the proposed relationship between the Marina, Nautilus and Hotel. Mr. Zabik announced the Marina is complimentary to the Nautilus project. He announced the Town of Lake Park would own the Marina and Nautilus could not sell boat slips; the Marina, Nautilus, and the Hotel (concept) were separate entities. Commissioner Linden questioned the proposed advantages for boaters at the Lake Park Harbor Marina. Mr. Zabik explained the amenities (e.g., restaurant, automated boat storage maintenance, relocation of the boat ramp and improved Seawall.)

Public Comment:

1. Mr. Chip Armstrong spoke in support of the project.
2. Ms. Heather Kirkendoll spoke in opposition of the project.
3. Mr. Tom Barrett spoke in support of the project. He expressed concern regarding the potential boardwalk that would connect the Marina to Kelsey Park. Mr. Barrett announced that he had received a mailer regarding a public access boardwalk "Linking the Marina to Town Parks". Mr. Don Delaney announced that a boardwalk was not included in the project. Town Manager D'Agostino explained the boardwalk concept was separate from the expansion of the Marina. He announced the boardwalk was an option to reduce the construction costs of a seawall for 301, 401, and 501 Lake Shore Drive. He announced that a grant for public access would only be sought to reduce construction costs for residents (e.g. 5k-7k per quarter). He announced that seawall discussions would begin in January 2023.
4. Mr. Bob Olivo requested clarification of the \$1.2 Million initial payment to the Town of Lake Park. Town Manager D'Agostino confirmed that \$1.2 Million was an initial payment. He announced that future payments would be determined by an amendment to the agreement. Mr. Olivo questioned if the Bond would be paid off over time. Town Manager D'Agostino explained the installments would shift from the Town of Lake Park, currently an annual \$350k debt obligation.
5. Shana Phelan commented on the project.
6. Susan Ray spoke in support of the project.
7. Nancy Kohl spoke in support of the project.
8. Rafael Moscoso spoke in opposition of the project.

9. Greg Swayer asked for clarification of the number of boat slips and current bond status for the Marina. Mr. Zabik announced there were currently 67 boat slips in the conceptual drawings. Town Manager D'Agostino explained the current bond status as related to Florida Inland Navigation District Grant.

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.

Motion to approve the Consent Agenda was made by Commissioner Linden, Seconded by Commissioner Michaud.

Voting Yea: Mayor O'Rourke, Vice-Mayor Glas-Castro, Commissioner Taylor

2. 82-11-22 Resolution Authorizing the Award of Lake Park Harbor Marina Security Services Contract to United Special Patrol, Inc.
3. October 22, 2022 Second Public Workshop - Park Avenue Lane Reduction Minutes
4. October 25, 2022 Special Call Commission Private Session Minutes
5. 83-11-22 Resolution Authorizing and Directing the Mayor to Execute an Amendment to the Grant Agreement Between the State of Florida, Department of State, Division of Historical Resources, and the Town of Lake Park for Town Hall Preservation Work Activities.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

NONE

NEW BUSINESS:

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.

James Sullivan made comments regarding streets closures during construction projects. He also made comments regarding traffic at Park Avenue and 10th Street near the fire station.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino announced comments within Exhibit "B". Per consensus, the Commission scheduled the Ribbon Cutting Ceremony for Lake Shore Park playground on Wednesday, December 21, 2022 at 4:00 p.m.; the Commission voted to cancel the December 21, 2022 Regular Commission Meeting; a Resolution for cancellation of the meeting will appear on the December 7, 2022 Regular Commission Meeting Agenda.

Commissioner Linden announced his participation in the Axe Throwing Competition at the Lake Park VFW. He thanked everyone for attending the Veteran's Day Car Show, Parade and the Holy Ground Ribbon Cutting Ceremony.

Commissioner Michaud thanked the residents of the Town for attending the November 16, 2022 CRA and Regular Commission Meetings. He thanked Town Manager D'Agostino for his comments.

Commissioner Taylor announced her attendance at the Holy Ground Ribbon Cutting Ceremony.

Vice-Mayor Glas-Castro questioned if the Read for the Record summary was submitted to the Palm Beach County Literacy Coalition. Library Director Judith Cooper answered, "Yes, the summary was 809." Vice-Mayor Glas-Castro announced the upcoming Tri-City BBQ on Friday, December 9, 2022.

Mayor O'Rourke had no comments.

REQUEST FOR FUTURE AGENDA ITEMS: None

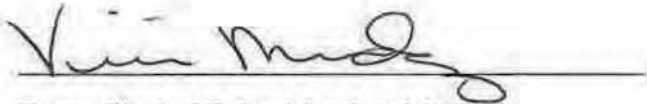
FUTURE MEETING DATE: December 7, 2022

ADJOURNMENT:

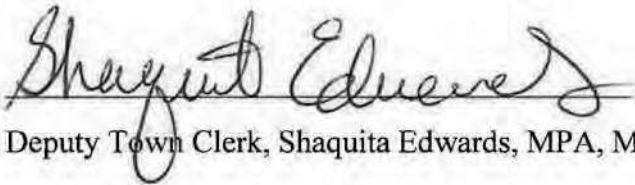
There being no further business to come before the Commission and by unanimous vote, the meeting adjourned at 9:00 p.m.



Mayor Michael O'Rourke



Town Clerk, Vivian Mendez, MMC



Deputy Town Clerk, Shaquita Edwards, MPA, MMC



Approved on this 7 of December, 2022



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 11/16/22

Cards must be submitted before the item is discussed!!

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

Name: Chip Armstrong

Address: 4240 Delmar Rd

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:

Murine

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**

MEETING DATE: 11/16/22

**Cards must be submitted before the item is discussed!!
***Three (3) minute limitation on all comments**

Name: Heather Kirkendall

Address: 301 Lake Shore Dr Apt 104

**If you are interested in receiving Town information through Email, please
provide your E-mail address:** hkirkendall@gmail.com

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

Lake Park marina development

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.

②



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 1/16/22

**Cards must be submitted before the item is discussed!!
***Three (3) minute limitation on all comments**

Name: Thomas Barrett
Address: 401 Lakeshore Drive, #504
If you are interested in receiving Town information through Email, please
provide your E-mail address: trteb75@gmail.com

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

Lake Park Harbour Marina P3

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.

3



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 11/16/2022

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: BOB OLIVIO

Address: 401 L.S. DRIVE 706

If you are interested in receiving Town information through Email, please
 provide your E-mail address: BOlivio@COMCAST.NET

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

LAKE PARK MARINA PROJECT

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.

4



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 11-16-22

**Cards must be submitted before the item is discussed!!
***Three (3) minute limitation on all comments**

Name: Shana Phelan

Address: 718 Evergreen 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:

Marina Development

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**

MEETING DATE: 11-16-2022

Cards must be submitted before the item is discussed!!

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

Name: Susan Ray

Address: 301 LAKE SHORE DR. #807

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:

NAUTAL 200 + LAKE PARK

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.

6



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 11-16-22

Cards must be submitted before the item is discussed!!

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

Name: Nancy Kohl

Address: putting Nautilus resident

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:

Nautilus 220 Manna

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.

7



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 16 Nov 22

Cards must be submitted before the item is discussed!!

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

Name: Rafael Moscoso

Address: 429 Greenbriar 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:

P3 project

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.

8



**TOWN OF LAKE PARK
PUBLIC COMMENT CARD**

MEETING DATE: 11/16/22

Cards must be submitted before the item is discussed!!

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

Name: Greg Sawyer
Address: 1021 Seminole Blvd.

If you are interested in receiving Town information through Email, please
provide your E-mail address: Greg@1BISBUILD.com

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

Boat Ramp

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**

MEETING DATE: 11/16/2022

Cards must be submitted before the item is discussed!!

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

Name: JANE SULLIVAN

Address: 308 N. Highland Blvd

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):

proper road closure

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.

10



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 11/16/2022

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: JAMES SULLIVAN

Address: 348 Eagle & Steno

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):

removed by Elected

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.

11

EXHIBIT D

RESOLUTION 48-07-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO THE EXECUTE A COMPREHENSIVE AGREEMENT WITH FOREST DEVELOPMENT P3 LPM, LLC FOR THE REDEVELOPMENT OF THE LAKE PARK HARBOR MARINA AS A QUALIFYING PROJECT PURSUANT TO § 255.065, FLORIDA STATUTES; 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 owns five parcels of land comprising approximately 12 acres generally located on the Intercoastal Waterway east of Federal Highway and north of Silver Beach Road in the Town of Lake Park, Florida commonly known as the Lake Park Harbor Marina (the Marina) as more particularly described on Exhibit "A" attached hereto and incorporated herein (the Property); and

WHEREAS, in January of 2021, the Town received an unsolicited proposal pursuant to develop a proposed Qualifying Project pursuant to Fla. Stat. § 255.065 for the redevelopment of the Property for a mixed use project including uses of residential, commercial retail, offices uses, a hotel, restaurants, boat storage, and a public marina with boat slips and a public boat ramp; and

WHEREAS, the Town Commission has determined that the unsolicited proposal submitted by Forest Development meets the definition of a "Qualifying Project" as set forth in Fla. Stat. § 255.065; and

WHEREAS, one other unsolicited proposal for the redevelopment of the Marina as a proposed Qualifying Project was received by the Town; and

WHEREAS, the Town Commission considered both of the unsolicited proposals and determined that the unsolicited proposal from Forest Development P3 LPM, LLC (Forest

Development), was the most appropriate proposal for the redevelopment of the Property and its selected Forest Development as the developer of the Qualifying Project; and

WHEREAS, the Town published a notice in the Florida Administrative Register that it intended to enter into a Comprehensive Agreement with Forest Development and that it was seeking any other proposals for the redevelopment of the Marina as a Qualifying Project; and

WHEREAS, the Town did not receive any other proposals for the redevelopment of the Marina; and

WHEREAS, the Town Manager has presented to the Town Commission the Comprehensive Agreement (“Agreement”) between Forest Development Acquisitions P3 LPM, LLC (“Developer”) and the Town of Lake Park (“Town”), a copy of which is attached hereto and incorporated herein as **Exhibit 1**, for the development of the Property as a Qualifying Project pursuant to Fla. Stat. § 255.065;

WHEREAS, pursuant to the Comprehensive Agreement Forest Development is required to develop and maintain the Qualifying Project as public property and for the overall benefit of the Town’s residents.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Commission hereby approves the Comprehensive Agreement between Forest Development Acquisitions P3 LPM, LLC, a copy of which is attached hereto and incorporated herein as Exhibit 1.

Section 3. The mayor is hereby authorized and directed to execute the Comprehensive Agreement on behalf of the Town.

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

EXHIBIT E

EXECUTION COPY (July 25, 2023)

FOREST DEVELOPMENT P3 LPM, LLC
COMPREHENSIVE AGREEMENT

THIS COMPREHENSIVE AGREEMENT (the "**Agreement**") is made and entered into as of this 2nd day of August, 2023 (the "**Effective Date**"), by and between Forest Development P3 LPM, LLC, a Florida limited liability company (the "**Developer**") and the Town of Lake Park, Florida, a Florida municipal corporation (the "**Town**") together referred to as the "**Parties**").

RECITALS

WHEREAS, the Town holds all of the rights, title, and interests to six (6) parcels comprising approximately +/-12.01 acres of land generally located on the intracoastal waterway generally located east of Federal Highway and north of Silver Beach Road in the Town of Lake Park, Florida, and commonly known as Lake Park Harbor Marina (the "**Marina**"), as more particularly described on **Exhibit A** attached hereto (a parcel may be referred to herein as "**Parcel**," or jointly as the "**Parcels**," and collectively, as the "**Property**");

WHEREAS, pursuant to Fla. Stat. § 255.065, the Developer submitted an unsolicited public-private proposal for a Qualifying Project involving the redevelopment of the Town's public Marina;

WHEREAS, the Developer's proposal also included residential, commercial uses, including retail, offices, restaurants, and a hotel; the expansion and reconfiguration of the marina and its boat slips; the relocation of an existing boat ramp; a boat storage facility; and public amenities ("**Project**");

WHEREAS, the Developer's proposed redevelopment of the Property meets the definition of a "Qualifying Project" as set forth in Fla. Stat. § 255.065;

WHEREAS, the Town received one other unsolicited proposal for the development of a Qualifying Project;

WHEREAS, the Town Commission reviewed the planned uses for the two unsolicited proposals for Qualifying Projects and were provided presentations by the development companies proposing the qualifying projects, the respective proposers' qualifications, financial abilities, the design of the proposed project, and the development uses;

WHEREAS, the Town Commission selected the proposal of the Developer;

WHEREAS, following the selection of the Developer's unsolicited proposal, pursuant to Fla. Stat. § 255.065, the Town published all statutorily required notices through the Florida Administrative Register seeking competitive proposals from other developers and advertised that it intends to enter into a comprehensive agreement with the Developer. The notices published by the Town (collectively, the "**Notice**") are incorporated by reference into this Agreement; and

WHEREAS, the Town did not receive any other proposals as a result of its publication of the Notice;

WHEREAS, the Town and the Developer acknowledge and agree that the Marina must be maintained in perpetuity as public property and that the public must have access to the Marina and its facilities, including any expansion of the Marina;

WHEREAS, the Town intends to work collaboratively with Developer to develop the Property; and

WHEREAS, the Town and Developer are required to enter into this Comprehensive Agreement (hereinafter "**Agreement**") pursuant to § 255.065 before the Property is redeveloped and to memorialize and agree to the respective obligations of the Parties in redeveloping the Property;

WHEREAS, the Town Commission finds and determines that the redevelopment of the Property subject to this Agreement is in the public's best interests;

WHEREAS, this Agreement is for facilities to be developed on land that is owned by the Town;

WHEREAS, this Agreement provides adequate safeguards to ensure that the Town or Developer has the opportunity to add capacity to the proposed Project which will serve predominately public purposes;

WHEREAS, upon completion of the Marina Component of the Project, the Property now owned by the Town will continue to remain under the ownership of the Town;

WHEREAS, as set forth more fully herein, the Town plans to enter into one or more ground leases whereby the Town will lease the Property to Developer;

WHEREAS, the Town Commission has been presented with, and considered a reasonable finance plan that is consistent with Fla. Stat. § 255.065(9); and

WHEREAS, the Town has complied with the procurement procedures, project approval requirements of Fla. Stat. § 255.065(3) and (4).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Developer and Town hereby agree as follows:

Article 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by this reference.

Article 2. Definitions.

Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" of a Person shall mean: (i) with respect to Developer, the manager(s) of Developer or (ii) any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term "control" or "controlled" for these purposes means the ability, whether by ownership of stock or other equity interests, or by contract or other written agreement, to act as the Manager, Managing Member, President, Managing Director, or Managing Partner, as the case may be depending on the type of entity, or to otherwise have the power to direct, or cause the direction of, the day-to-day management and policies of the Person.

"Agreement" shall mean this Comprehensive Agreement.

"Applicable Laws" shall mean any applicable law, statute, code, ordinance, regulation, rule, permit, license, approval or other requirement now existing or hereafter enacted, adopted, promulgated, entered, or issued by any of the Governmental Authorities.

"Authorized Financing" shall mean acquisition, development, or construction financing consisting of, without limitation: debt financing, private equity, bonds, equity participations, joint venture, hybrid financing, commercial property-assessed clean energy (CPACE), mezzanine financing, or other financing arrangements, provided in each such event the material terms of all such financing arrangements shall be documented in a commercially reasonable manner such as

a loan commitment, term sheet, and/or letter of intent.

"Business Day" shall mean any day that the Town is open for business and local banks are open for business.

"Code" shall mean the Town of Lake Park Code of Ordinances, which sometimes may mean, depending on the context, the Land Development Regulations therein.

"Critical Path" shall have the meaning prescribed to it in Article 3 and Article 10 of this Agreement.

"Develop" means to plan, design, finance, acquire, install, construct, redevelopment, or the expansion of the Project.

"Development Order" means the final written approval from the Town of Lake Park authorizing the development of any Component of the Project after the expiration of any applicable appeal periods.

"Force Majeure" means acts of God, acts of war, material global supply chain disruptions, strikes, civil insurrection, riots, and pandemic.

"Governmental Authorities" shall mean the United States Government, the State of Florida, and any of its agencies, including specifically the Trustees of the Internal Improvement Fund, Palm Beach County, the Town of Lake Park, or any instrumentality of any federal, state, county or town agency or department.

"Government Approvals" shall include any building permit, zoning, plat or subdivision approvals, permit, approval, and/or, compliance with the rules of any state administrative agency, or the Trustees of the Internal Improvement Fund, or any other official action of the Town and other Governmental Authorities having the effect of permitting the development of land.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, unincorporated organization, non-profit, trust, association, or other entity.

"Preliminary Development Plan" shall mean the conceptual plan attached hereto as Exhibit "C".

"Qualifying Project or Project" shall mean the planned development and vertical construction of uses, and such infrastructure on the Property in accordance with all government approvals that serve a public purpose.

"Site Plan" shall mean the site plans for each component of the Project proposed by the Developer during the site plan review process, as may be revised pursuant to the procedures required and set forth by the Town.

"TIIF" State of Florida Board of Trustees of the Internal Improvement Trust Fund.

Article 3. Purpose.

Purpose. The purpose of this Agreement is to provide the terms and conditions, and the obligations of the Parties regarding the redevelopment of the Property. The Property shall be developed in compliance with the Site Plan approved for each of the components by the Town Commission, the construction documents provided to the Town, and in accordance with all Applicable Laws and within the time periods set forth in the Critical Path (as hereinafter defined). From and after the date of this Agreement, the Developer shall diligently and expeditiously

perform its obligations as set forth herein and take all actions necessary to develop the Property in compliance with the Project timeline set forth in the Critical Path attached to and incorporated herein as **Exhibit "B"** and as further defined in Article 10 of this Agreement.

Article 4. Term and Ground Lease.

The Parties shall enter into four (4) separate ground leases for each component of the Project for a term of 99 years (hereinafter referred to individually as the "**Ground Lease**" or collectively as the "**Ground Leases**") based upon terms set forth on **Schedule "1"**. The Developer shall provide the Town with the four (4) proposed Ground Leases within ninety (90) days from the Effective Date, and the Parties shall endeavor to execute the Ground Lease within thirty (30) days from the date Developer provides the proposed Ground Leases to the Town. In the event that the Town Commission does not approve and authorize the Ground Leases with the Developer, then this Agreement shall become null and void.

Article 5. Planned Unit Development.

The Developer shall prepare and submit an application to develop the Project as a PUD which is accompanied by a master plan, which shall be subject to the approval of the Town Commission in accordance with and pursuant to the Town Code. The PUD shall include a Master Plan specifying the location and proposed use for each component of the Project within the PUD. The PUD approval shall provide for the Developer to submit a separate Site Plan for each component of the Project and the PUD will further provide a phasing plan indicating the beginning and conclusion for each component of the Project. The Developer shall submit a traffic study which evaluates the expected traffic generated by the four Components which are part of the PUD to the Town and the Palm Beach County Traffic Engineering Division and obtain a traffic concurrency and build out letter from the County for the Project.

Article 6. Description of the Project.

The Qualified Project. The Developer submitted the Preliminary Development Plan, attached here to as **Exhibit "C"**, which preliminarily describes the development of the Project. The Developer plans to submit separate Site Plans concerning the development of the components of the Property, which shall meet the definition of a "Qualified Project" and which complies with all laws, regulations, rules, and procedures of the Town and applicable Government Authorities. The Developer anticipates the Site Plans to be submitted for the following components which shall constitute the Project (individually, "**Component**" or collectively, "**Components**"); the Developer further anticipates that the Site Plans may be revised and amended from time to time, all pursuant to and in accordance with the applicable rules, codes, laws, and procedures of the Town and other applicable Governmental Authorities:

(a) **The Hotel Component:** Located in Pod A as set forth in the Preliminary Development Plan attached hereto as **Exhibit C**, which includes, but, is not limited to a hotel, conference space, residential units, retail, restaurant, office, parking, resort pool and spa facilities, fitness studio and business center. The Developer plans to design and build the Hotel Component in a consistent architectural vernacular with the adjacent Nautilus 220 condominium project. The Hotel Component will be planned, have amenities and be designed as part of the integrated redevelopment of the Lake Park Marina.

(b) **The Boat Storage Component:** Located in Pod B as set forth in the Preliminary Development Plan attached hereto as **Exhibit C**, includes a dry boat storage facility, dry slips, amenity and event deck, captain's quarters, marina director's office, residential units, retail, restaurant, office and related improvement(s). The multi-use Boat Storage Component will be

designed in a consistent architectural vernacular as the N220 Condominium design. The boat storage facility provide a mixed use building supporting a variety of marina, vacation and hospitality uses.

(c) The Public Marina Component: Located in Pod C as set forth in the Preliminary Development Plan attached hereto as Exhibit C includes wet slips with plans to expand to the wet slips, boat ramp, outdoor showers, vehicle and boat trailer parking, fueling and pump out stations, floating docks, public space and related improvements. The Public Marina will be expanded to serve a wider variety of boats and size and offer amenities and services for the tenants of the marina as well as guest boaters.

(d) Marina Restaurant Component: Located in Pod C as set forth in the Preliminary Development Plan attached hereto as Exhibit C includes a restaurant, a retail general store, and marina operations. The Marina Restaurant will be designed to complement the other restaurant offerings in the Lake Park Marina area in furtherance of creating a boating, dining and entertainment destination.

Article 7. Site Plan.

For each Component of the Project, the Developer shall submit: a proposed Site Plan, landscaping plans, surveys, drawings, architectural design plans (with such architectural features and elements and elevations as are being proposed), a traffic concurrency letter from Palm Beach County, preliminary civil engineering, consistent with the Community Development Department's checklist requirements, and any other plans and specifications deemed necessary by the Town for the review of the proposed development, and the applications for any Government Approvals required for the development and construction of the Project.

The Site Plans for each Component will be subject to review by the Town's Planning and Zoning Board and the approval of the Town Commission for its determination that the Component is consistent with the PUD and the Town's Comprehensive Plan, and meets all of the requirements of the Town Code and all Applicable Laws of all applicable Governmental Authorities.

Article 8. Government Approvals.

8.1 Government Approvals. As soon as practicable, the Developer shall submit to the Town for its review and approval, all copies of all applications necessary to develop each Component of the Project as may be required by all Governmental Authorities.

The Town as the owner of the Property hereby agrees to execute and deliver to the Developer, all authorizations to submit applications to facilitate the Developer's obtaining all necessary Government Approvals to develop the Project. If this Agreement is terminated, Developer shall withdraw all of its pending applications to Governmental Authorities with respect to its applications for Governmental Approvals, and to terminate all agreements which have been entered into for the purposes of the development of the Project. This obligation shall survive termination of this Agreement.

8.2 Reverter Clauses. The Developer and the Town shall work together to obtain any necessary approvals from the Trustees of the Internal Improvement Fund to release and/or revise the Reverter Clauses described herein below to allow for the development of any or all parcels for any of the Components within the Project which are subject to said Reverter Clauses. There are at least ten (10) prior vesting deeds for the Parcels containing certain Reverter clauses,

easements, Trustees of the Internal Improvement Fund ("TIIF") restrictions, a breakwater easement and other restrictions (collectively the "**Deed Restrictions and Reverter Clauses**").¹ For illustrative purposes only, the Deed Restrictions and Reverter Clauses are shown on the Overlay Plan attached hereto as **Exhibit D**. The Town, as fee simple owner, has agreed to work diligently with the Developer and the Developer's professionals to be engaged to resolve the Deed Restrictions and Reverter Clauses. The Town, the Developer, and the Developer's professionals will work cooperatively to obtain deletions and/or modifications of the Deed Restrictions and Reverter Clauses with the State of Florida, the Department of Environmental Protection, and TIIF to release and remove the Deed Restrictions and Reverter Clauses to allow the development of the Project, in compliance with this Agreement, and without violating and/or triggering the Deed Restrictions and Reverter Clauses. Developer shall direct the Developer's professionals it engages for this task to cooperate with and assist the Town in the Parties' efforts to remove, terminate, and modify the Deed Restrictions and Reverter Clauses as may be required to construct the Project. Any and all of the commencement dates contemplated in this Agreement, including, but not limited to, any obligations of the Developer reference in the Critical Path and the commencement of the Ground Lease, shall not start until the earlier of (i) the date of the modification or termination of the Deed Restrictions and Reverter Clauses to the Town and Developer's reasonable satisfaction, or (ii) the date that the Developer notifies the Town that it intends to proceed with the Project even if the Deed Restrictions and Reverter Clauses are not

¹ There are at least ten (10) deeds impacting the Parcels:

Deed 1: Easement Deed from Tesdem Corporation to the Town of Lake Park, Florida as recorded in Official Record Book 632, pages 467 through 468 of the Public Records of Palm Beach County, Florida. The easement is for the purpose of constructing and maintaining a drainage ditch; and

Deed 2: Dedication from Trustees of the Internal Improvement Fund ("TIIF") to the Town of Lake Park, Florida as recorded in Official Record Book 1633, page 606 of the Public Records of Palm Beach County, Florida for public drainage and park purposes; and

Deed 3: Indenture from TIIF to the Town of Lake Park, Florida as recorded in Official Record Book 688, page 507 of the Public Records of Palm Beach County, Florida; and

Deed 4: Indenture from TIIF to the Town of Lake Park, Florida as recorded in Official Record Book 694, page 327 of the Public Records of Palm Beach County, Florida for public park and boat ramp purposes; and

Deed 5: Deed from Tesdem Corporation to the Town of Lake Park, Florida as recorded in Official Record Book 632, page 464 of the Public Records of Palm Beach County, Florida for public park or municipal dock and wharf; and

Deed 6: Indenture from TIIF to the Town of Lake Park, Florida as recorded in Official Record Book 1239, page 59 of the Public Records of Palm Beach County, Florida for public purpose; and

Deed 7: Deed from Schmidt to the Town of Lake Park, Florida as recorded in Official Record Book 1154, page 25 of the Public Records of Palm Beach County, Florida; and

Deed 8: Sovereign Submerged Land Easement from TIIF to the Town of Lake Park, Florida as recorded in Official Record Book 11909, page 636 of the Public Records of Palm Beach County, Florida. The easement allows for the construction of a breakwater; and

Deed 9: Notice of Preservation of Interest from Bankers Life and Casualty Company to Town of Lake Park, Florida, as recorded in Official Record Book 1227, Page 535 of the Public Records of Palm Beach County, Florida; and

Deed 10: Right of Way Deed from George F. James and Olga Louise James to Town of Lake Park, Florida, as recorded in Official Record Book 1363, Page 375 of the Public Records of Palm Beach County, Florida.

fully terminated (the "**Commencement Date**"). In the event the Deed Restrictions and Reverter Clauses cannot be terminated to the satisfaction of either Party, then Developer shall have the right to seek amendments to this Agreement in accordance with Article 39 herein, including, but not limited to, modifying the timeline for the development of one or more of the Components referenced in the Critical Path. Notwithstanding anything to the contrary contained herein, the Parties hereby agree and acknowledge that if a certain Component of the Project cannot be developed due to the Deed Restrictions and Reverter Clauses, it is the intent of the Parties to exercise reasonable efforts to proceed with the remaining Components of the Project as contemplated by this Agreement.

Article 9. Third Party Reviews.

The Town Commission, may at its sole discretion in order to expedite the Government Approval process, including construction and inspection phase, and in accordance with Fla. Stat. §255.065 authorize such firms including but not limited to architects, attorneys, building plan reviewers, planning and landscape architecture, and engineering firms it engages or the services of such other firms as it deems necessary to review the Project in connection with the issuance of the Government Approvals for the Project. The Developer shall be responsible for any and all fees or costs of the firms the Town engages to review the Governmental Approvals sought by the Developer for the Components of the Project.

If the Developer elects to use a private provider to provide building plan review and inspection services pursuant to Fla. Stat. § 553.79, it shall notify the Director of the Community Development Department. Developer shall make payments directly to the private provider it has engaged to provide plan review and inspection services.

Developer shall prepare a traffic study and circulation plan for submission to the Palm Beach County Traffic Engineering Division and shall evaluate traffic and traffic circulation for each Component and collectively for all Components. The traffic study and Palm Beach County's concurrency letter shall be submitted prior to the first Site Plan application for any Component.

Article 10. Project Timeline/Critical Path.

Critical Path. The Developer has proposed a timeline of expected activities and each Component pertaining to the development and construction of the Project, attached here to as **Exhibit "B"**. The timeline is incorporated herein and includes projected timeframe of permitting and construction schedules for each Component (the "**Critical Path**").² The Developer shall submit quarterly to the Town an updated timeline accurately reflecting progress achieved and any anticipated changes in the Critical Path. If any updates shows that the progress of the work is delayed in comparison to the Critical Path, the Developer shall provide a recovery schedule with the general contractor's recommended actions to correct the delay. No updates shall modify the contract time or any milestone dates required by this Agreement unless the parties execute a written document which modifies the contract time or such milestone date(s).

(a) The Developer shall timely initiate and diligently process all of the applications necessary to obtain Government Approvals to develop the Components of the Project in accordance with the Critical Path. Either the Developer or the Town Commission may propose an amendment to the Critical Path from time to time, but any modification must be agreed upon

² The Critical Path, attached hereto as Exhibit B, includes an accompanying Gantt chart. The Gantt Chart is only to be used for reference purposes. The text set forth in the Critical Path shall govern.

in writing. Developer shall work and consult with the Town as to modifications to the timelines set forth in the Critical Path. Subject to the approval of the Town Commission, the Critical Path shall only be modified as necessary and the modifications shall be implemented by way of an amendment to this Agreement.

(b) Notwithstanding any other provisions of the Agreement, the Critical Path may be extended for delays occasioned by the event of Force Majeure. Where there is an event of Force Majeure the Party prevented from or delayed in performing its obligations under this Agreement shall immediately notify the other Party giving full particulars of the event of Force Majeure preventing that Party from, or delaying that Party from performing its obligations under this Agreement. Upon completion of the event of Force Majeure and following a modification of the Critical Path approved by the Town Commission, Developer shall, as soon as reasonably practicable recommence the performance of its obligations under this Agreement. Developer shall also provide the Town Commission with a recovery schedule with the general contractor's recommended actions to correct the delays.

(c) The Developer shall provide notice to the Town in the event that the Developer is requesting an extension due to Force Majeure. The Developer shall provide written notice to the Town and identify the specific basis pursuant to which it is exercising its rights pursuant to the Force Majeure provisions applicable and provide supporting documentation which it believes to constitute an event of Force Majeure. The Town's Manager shall, within fifteen (15) business days after receipt of any such notice and supporting documentation, provide notice to Developer as to whether Town disputes the Developer's notice of Force Majeure. In the event the Town Commission agrees with the extension requested by Developer, or any portion of the requested extension, then the Commission may approve an amendment to the Agreement and the Critical Path. Notwithstanding the foregoing, any State of Emergency declared by the State of Florida or the Governor of the State of Florida shall automatically constitute a Force Majeure event.

(d) The Town shall cooperate with the Developer in processing all necessary Government Approvals, including removal of Deed Restrictions and Reverter Clauses on subject parcels to be issued by the Town, and to the extent necessary support the Developer's application to other applicable Governmental Authorities. The Parties recognize that certain Government Approvals may require the Town to take certain governmental actions.

(e) The Developer shall pay for all permitting fees, including, but not limited to mobility fees, impact fees, and all other costs and expenses associated with obtaining the Government Approvals necessary to develop the Project.

Article 11. Payment and Performance Bonds.

Prior to the commencement of any work on the Project, the Developer shall deliver to the Town payment and performance bonds, letters of credit, or other security in connection with the development and operation of the Project in the form and amount satisfactory to the Town Attorney and in compliance with Fla. Stat. § 255.05 (the "**Payment and Performance Bonds**").

Developer will ensure Payment and Performance Bonds are provided at all times during the performance of such work for the Project. Subject to compliance with Fla. Stat. § 255.065(5)(b), the Payment and Performance Bonds shall in all respects conform to the following requirements: (a) compliance with all applicable laws; (b) name the Town and Developer as obligees; and (c) be in a form and substance reasonably satisfactory to the Town and its legal counsel. The surety(ies) providing the Payment and Performance Bonds must be licensed, duly authorized, and admitted to do business in the State of Florida and must be listed in the Federal

Register (Dept. of Treasury, Circular 570). Within ten (10) calendar days of issuance, Developer shall record the Payment and Performance Bonds in the Public Records of Palm Beach County, which maybe recorded by attaching the same to the notice of commencement

Article 12. Review and Inspections of the Project.

The Developer shall be responsible for the reimbursement to the Town of all costs and expenses incurred by the Town staff, its consultants, and the Town Attorney to administer this Agreement and all other costs and fees incurred by the Town to perform its obligations hereunder. Developer shall be responsible for all costs and expenses for the Town's review of the site plans, design, engineering, permitting, construction, administration, and inspections of the work for each of the Components of the Project including, but not limited to, the following: (a) all labor and materials for the construction of the Project; (b) compensation of the design professionals, civil and traffic engineers, and attorneys engaged by the Town in connection with the review of the Site Plans for the Components and overall Project and other documents prepared by Developer; (c) all permit, license, construction, mobility, and impact fees and other fees of such other Governmental Authorities which are legally required at any time during the Developer's planning, permitting and construction of the Project; and (d) all costs associated with the installation, connection, removal, replacement, relocation and protection of all utilities and all related infrastructure including but not limited to water, sewer, storm water drainage, telephone, cable, fiber, or electric.

Furthermore, the Developer shall coordinate with the Town as to the infrastructure improvements surrounding and affecting the Property, and to ensure that the designs and planning of the Project conform to the standards that are acceptable to the Town as required by Fla. Stat. §255.065(7)(a)2.

Article 13. Developer Obligations.

The Developer shall be responsible for the following in connection with the construction of the Project:

- (a) planning, design, engineering, and obtaining all Government Approvals;
- (b) development and construction of the Project in accordance with the Development Order(s) to be rendered by the Town for any Component, all Government Approvals, and the schedule set forth in the Critical Path;
- (c) all materials, supplies, apparatus, appliances, equipment, fixtures, tools, implements and all other facilities necessary for the construction of the Components of the Project;
- (d) all labor necessary for the construction of the Components of the Project;
- (e) ensuring that the contractors and subcontractors for the Components of the Project are properly licensed and have retained and maintain commercially reasonable insurance and worker's compensation coverage in an amount reasonably acceptable to the Town, and are properly skilled in the type of work required to develop and construct the Project;
- (f) ensuring that the Property remains free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection with the construction of the Project. In the event a lien for services or materials is recorded against the Property, the Developer shall be responsible for all costs and attorney fees incurred by the Town, including pre-litigation

or litigation which may be necessary to reach a settlement or judgement with respect to the disputed amount of the lien, and its release;

(g) proceeding diligently and in good faith to complete each Component of the Project as set forth in the Critical Path;

(h) obtaining the issuance of all certificates of occupancy or completion, and all other certificates, licenses, consents, and approvals required for the permanent occupancy, use and operation of each of the Components of the Project, in accordance with Applicable Laws and the Critical Path;

(i) relocating and accommodating existing marina licensees and tenants who may be impacted by the construction of the Project, subject to the approval of the director of the Marina; and

(j) constructing, in accordance with the PUD and associated Master Plan approved by the Town Commission, a public area suitable for community events, with the location and size to be determined through the site plan approval process.

Furthermore, Developer shall:

(k) Require the general contractor to agree to a "time is of the essence" substantially in the following form:

Time is of the essence. The construction schedule and all subsequent updates thereto shall use the "Critical Path Method," accurately reflect the relationships between activities and clearly indicate the critical path activities. The Contractor shall submit an updated schedule accurately reflecting progress achieved and any changes in the Contractor's planned activities. If any schedule update shows that the progress of the work is delayed in comparison to the construction schedule in excess of four (4) months, the Contractor shall provide a "recovery schedule" with the Contractor's recommended actions to correct the delay, and get the work back on schedule, including overtime and additional labor. The recovery schedule shall not be considered to modify the contract time or any milestone dates as set forth in the Critical Path unless the Town agrees to a Change Order and agrees to modify the timeline in the Critical Path. The Contractor's construction schedule shall be prepared, maintained, revised and updated in accordance with each application for payment.

(l) Obtain Town Commission approval, not to be unreasonably withheld, for any change orders on the Project that would materially amend the scope of the quality of the Project, or delay the development and construction of the Project in excess of four (4) months, in accordance with the Critical Path.

(m) Exercise good faith commercially reasonable efforts to complete the Components and the Project in a safe, good, and workmanlike manner within the times established in the Critical Path and in the most expeditious manner;

(n) Ensure all of the work performed pursuant to this Agreement is: (a) performed in accordance with Applicable Laws; (b) undertaken in such commercially reasonable manner as to minimize, to the extent reasonably practicable, material interference and not materially adversely affect the business or residential operations of the parties and their respective tenants, invitees, customers and/or guests; (c) done in a manner consistent with industry standards and providing for safety measures for persons and property as is standard within the construction industry, including, without limitation, appropriate fencing, dust control and security to prevent theft or

vandalism on the Property and/or any materials, vehicles or improvements located on the Property; and (d) done so as to keep the Property on which the construction is being undertaken in a neat and clean condition, with all material construction debris removed off site on a regular basis as required by the applicable construction contract; (e) executed in a good and workmanlike manner, free from defects, and that all materials shall be new or made of recycled materials generally accepted and used in the construction industry. Developer shall require its contractor to mitigate the level of noise arising from construction activity at the Property in accordance with the Town of Lake Park Code of Ordinances, which provides, "[t]he operation of any machinery, demolition equipment, construction equipment, excavating equipment, power tools, equipment of semi-mechanical devices or undertaking construction work is prohibited in the Town between the hours of 7:00 p.m. and 7:00 a.m., Monday through Saturday. All major construction work, including grading and site preparation, assembly, erection, substantial repair, alteration or demolition of a building or structure is prohibited anytime on Sunday and only permitted from Monday through Saturday, 7:00 a.m. to 7:00 p.m. This shall not prohibit individuals from performing home repair or maintenance, between the hours of 9:00 a.m. and 6:00 p.m. on Sunday nor shall it prohibit the use of pumps or machinery which, because of its very nature and purpose, is required to be operated 24 hours a day."

(o) Use reasonable efforts to cause any general contractor to warrant the work for a period of one (1) year from the date of the completion of each material component of the Project, not to include, however, typical operating repairs and maintenance. Other than with respect to the foregoing warranty, all maintenance and repair obligations with respect to the work shall be the responsibility of the Developer. The Town and the Developer acknowledge that different Components of the Project may be completed prior to the entire Project being completed. Accordingly, such one (1) year warranty shall commence upon the issuance of a Certificate of Occupancy for each individual Component of the Project.

(p) Be responsible for the completion of the work necessary to complete the Components of the Project and be fully responsible for the payment of all monies due to any contractor or subcontractor performing the work; and obtain releases of all notices of commencement and, with each progress payment and final payment, obtain releases and waivers of liens from the general contractor and all subcontractors who have worked on or performed services related to the Project in accordance with Florida Statute Chapter 713;

(q) Comply with all Applicable Laws;

(r) Provide Payment and Performance Bonds, letters of credit, or other security as may be required for the Components and subject to the approval of the Town Attorney;

(s) Require the general contractor(s) for the Project to indemnify and hold harmless the Town, its elected and appointed officials, employees, agents and consultants, and Developer and its officers agents, directors and employees;

(t) Provide in its contract with the general contractor(s) that the Town is a third party beneficiary of the construction contract between the Developer and general contractor, and is entitled to enforce any rights thereunder for its benefit and that, subject to the terms of the applicable contract, the Town shall have the same rights and remedies that the other party has including, without limitation, the right to be compensated for any loss, expense or damage, of any nature whatsoever, and attorney fees, incurred by the Town resulting from any breach of such contract, any breach of representations and warranties, if any implied and expressed, arising out

of such agreements and any error, omission or negligence of the general contractor or any subcontractor under the construction contract;

(u) Plan, organize, supervise, monitor, direct, and control the work on the Project to ensure that it is done completely and efficiently and in accordance with the design and budget and protect the work from loss due to weather, theft, or other cause. Neither the Town nor Town funds shall be used to pay any Project costs;

(v) Employ adequate safety precautions to prevent damage, injury or loss to personnel, pertaining to the Project and the Property;

(w) Provide Town with copies of all reports, warranties, design documents and as-builts and assign all warranties to the Town;

(x) Upon request, allow Town reasonable access onto the Property while under construction for observation, inspection, monitoring, and testing as contemplated in Fla. Stat. § 255.065;

(y) Manage all licensed contractors working on the Project to ensure that any work not conforming to the Project designs and construction documents are corrected, removed, and/or replaced;

(z) In the event that the Developer needs staging areas outside of the Property, Developer shall obtain the necessary approval from the owner(s) of the such public or private properties and any Governmental Authority having jurisdiction which may be required to grant any approval for the use of such properties for staging; and

(aa) Comply with any and all other applicable requirements set forth in Fla. Stat. § 255.065 and Applicable Laws.

Article 14. Town Obligations.

In connection with this Agreement and the Project, the Town has agreed to:

(a) As more fully set forth in Article 8.2., work with the Developer to cause the release, removal, and/or modification of the Deed Restrictions and Reverter Clauses so that the development of the Project as contemplated herein will not violate nor trigger any of the Deed Restrictions and Reverter Clauses;

(b) Authorize the Developer to submit applications on behalf of the Town and take necessary actions on behalf of the Town, with the Town Commission's consent and approval, to address the Deed Restrictions and Reverter Clauses;

(c) Use its best efforts to facilitate an expeditious review of all permits and applications required by the Town;

(d) Provide Developer with copies of existing leases, contracts, employment contracts, the collective bargaining agreements of the Marina employees and members, and other contracts and agreement pertaining to the operations of the Marina that are currently in effect;

(e) Exercise best efforts to provide resources to advocate at the state, local, and federal levels for policies, programs, and funding that may benefit and support the Project; and

- (f) Use its best efforts to render the Development Order(s) for the Project.

In the event that the Town Commission fails to render a Development Order(s) for any Component of the Project, the Developer and the Town shall exercise reasonable efforts to amend this Agreement in accordance with Article 39.

Article 15. Financial Terms.

15.1 Marketing and Leasing. The Developer shall be solely responsible for the marketing, and leasing, and/or sale of all residential units and the Components in the Project. The Town shall have the right to object to any marketing and leasing activities that incorporate recognized signs of hatred or discrimination against any race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation, words or symbols or representations that are violent, obscene, offensive, or derogatory.

15.2 Financing of Project. The Finance Plan for the Project required by Fla. Stat. § 255.069(9) is attached hereto and incorporated herein as Exhibit E. The Parties acknowledge that the Developer may obtain private financing for the construction of the Components of the Project, and the Town shall exercise best efforts to cooperate with the Developer to allow the Developer to obtain financing for the construction of the Project.

15.3 Fees, Expenses, Public Benefits, and Community Centered Incentives. In compliance with Fla. Stat. § 255.065 (7), the Developer and the Town project that the Town will receive certain fees, lease payments, and/or service payments, as described below and as set forth in Exhibit F attached hereto and incorporated herein. Notwithstanding anything herein to the contrary, the payment obligations of the Developer, including fees and expenses set forth in this section, are contingent upon the Deed Restrictions and Reverter Clauses being terminated and/or removed so that the development of the Components of the Project and other improvements contemplated for the Project can be developed in accordance with the Development Order(s) approved by the Commission, or unless the Developer accepts the Development Order(s) to develop the Project without triggering any of the Deed Restrictions and Reverter Clauses.

(a) Project Review Fees. Subject to Developer's reasonable approval, the Developer shall pay all costs and fees incurred by the Town staff, Town Attorney, or consultants retained by the Town to review the development plans and to prepare such Development Orders as may be reasonably necessary for any of the Components and for any monitoring and compliance of the Project as required by any statute.

(b) Permit Fees. The Developer shall pay for all Government Approvals required for the expansion of the Marina including professional fees, legal fees and lobbyist fees.

(c) Project Assessment Fee. Subject to the Deed Restrictions and Reverter Clauses being removed or modified to Developer's satisfaction and this Agreement not otherwise being terminated, the Developer agrees to pay the Town a one-time Assessment Fee in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) on the one (1) year anniversary of the Effective Date of this Agreement. The Developer shall pay the fee in equal amounts of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for each of the four (4) Components of the Project.

(d) Component Assessment Fee. Commencing on the one-year anniversary of the issuance of a certificate of occupancy for the first Component of the Project, the Developer shall begin paying the Town, an annual marina fee of Seventy-Five Thousand and 00/100 Dollars

(\$75,000.00) for each of the four (4) Components (for a total of Three Hundred Thousand and 00/100 Dollars (\$300,000.00)), for a period of ten (10) years, as more fully set forth on **Exhibit F**.

(e) **Marina Expansion.** Upon the planned completion of the Marina expansion, the Developer shall pay the Town a certain portion of the rental amounts collected by Developer based upon the additional revenue earned from the new wet slips. This amount shall be calculated based on the number of additional wet slips leased to boat tenants above the existing number of 135 wet slips (the "**New Wet Slips**"), as may be approved in accordance with the Site Plan for the Public Marina Component. The Town shall receive ten percent (10%) of the revenue collected from Developer's rental of the New Wet Slips. The Developer's obligation to pay the Town in accordance with this Article 15.3(e) shall commence on the one-year anniversary of the issuance of a certificate of occupancy for the Public Marina Component, including any certificate of occupancy that may be required for the Marina expansion. The Town shall have access to the financial records and accounting to verify the revenues of the expanded marina.

(f) **Ad Valorem Taxes.** The Project is expected to generate increased ad valorem taxes, the payment of which shall be the Developer's responsibility.

(g) **Deposits.** Any and all payments from the Developer to the Town pursuant to the this Agreement shall be deposited into the Town's general fund in accordance with §255.065(8)(d).

Article 16. Books and Records.

16.1 Upon execution of this Agreement by the Developer, the Developer shall maintain complete and accurate books, records, and accounts of all costs and expenses incurred in connection with the Public Marina Component, and any right of way improvements (such as sidewalks, water and sewer connections, and drainage). These records shall be made available to the Town within thirty (30) business days of the receipt of a written request from the Town.

Article 17. Default; Termination.

Subject to and in accordance with Fla. Stat. § 255.065(7)(a)7., the following procedures shall govern the rights and responsibilities of the Parties in the course of the construction of the Project and in the event of the termination of the Agreement or a material default by the Developer:

17.1 **Developer Default.** Any of the following shall constitute an "Event of Default" on the part of the Developer, entitling Town to its remedies set forth herein:

(a) **Failure to Comply With The Agreement.** If the Developer shall fail to comply, satisfy, or perform any of its obligations, or any material term, covenant or agreement contained in this Agreement and such failure shall continue without remedy for thirty (30) calendar days after written notice thereof from the Town to the Developer; provided, however, that if such failure is capable of cure but cannot reasonably be cured within thirty (30) calendar days, such failure shall not constitute an Event of Default so long as the Developer provides Town with written notice within five (5) calendar days of receipt of the Town's default notice advising the Town that the default cannot be reasonably cured within thirty (30) calendar days and specifying the reasons therefore and identify a good faith estimate of the time to cure beyond the thirty (30) calendar day period. Upon approval of the Town Commission that the default cannot be cured within thirty (30) days, the Town Commission shall determine the time period within which the Developer is expected to cure the default. Thereafter, the Developer shall in good faith proceed diligently and continuously to cure the default, but in no event shall any additional time to cure granted hereunder exceed one hundred twenty (120) calendar days in the aggregate after

Developer's receipt of the original written default notice unless approved by the Town Commission; or

(b) Inaccuracy of Representation and Warranties. Any material representation or warranty made herein by the Developer shall prove to have been incorrect in any material respect as of the date made; or

(c) Failure to Commence Construction. Failure to commence and maintain construction of any Component of the Project in accordance with the timeline established by the Critical Path schedule (subject to extension by Force Majeure events), as it may be revised from time-to-time pursuant to an amendment to this Agreement; or

(d) Abandonment of Project. The abandonment of any Component of the Project by Developer for more than sixty (60) consecutive calendar days after construction begins, other than as a result of Force Majeure; or

(e) Failure to Adhere to the Critical Path. The failure of the Developer to adhere to the schedules set forth in the Critical Path, subject to extension as a result of Force Majeure; or

(f) Abandonment of Government Approvals. The Developer abandons or fails to actively and diligently continue to obtain any of the Government Approvals for a Component of the Project; withdraws any applications for Government Approvals of a Component without the consent of the Town Commission, or amends or re-submits any request for a Government Approvals without the approval of the Town; or

(g) Material Adverse Change of Financing of the Project. The occurrence of a material adverse change in the financial condition of the Developer that impairs the Developer's ability to perform or to cause to be performed its obligations under this Agreement; or

(h) Bankruptcy. The Developer shall fail to pay debts as such debts become due or shall admit in writing its inability to pay its or their debts as such debts become due or shall make a general assignment for the benefit of creditors; the Developer shall commence any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or them or its or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or them or for all or any substantial part of its or their company; or any case, proceeding or other action against the Developer shall be commenced seeking to have an order for relief entered against the Developer, as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Developer or their debts under any law relating to insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Developer's company, and (i) the Developer shall by any act or omission, indicate its consent or approval, of, or acquiescence in such case, proceeding or action, (ii) such case, proceeding or action results, in the entry of an order for relief that is not fully stayed within sixty (60) calendar days after the entry thereof, or (iii) such, case, proceeding or action remains undismissed for a period of ninety (90) calendar days or more or is dismissed or suspended only pursuant to Section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States bankruptcy law; or

(i) Attachment/Garnishment. The issuance of any attachment or garnishment against the Developer and Developer's failure to discharge the same (by bond or otherwise) within sixty (60) calendar days from the issuance thereof which materially affects the Developer's ability to perform its obligations hereunder; or

(j) Judgments. Any one or more judgments, orders or decrees that may be entered against the Developer which materially interfere with Developer's ability to perform under this Agreement, unless such judgments, orders, or decrees are fully covered by effective insurance unless the Developer shall later cause such judgment order or decree to be vacated, discharged, stayed or bonded pending an appeal within thirty (30) calendar days from the entry of such judgment, order or decree.

17.2 Town's Remedies. Upon the occurrence of an Event of Default by the Developer, the Town shall be entitled to terminate this Agreement and to damages and/or equitable remedies (excluding specific performance) as set forth below:

(a) Upon the occurrence of an Event of Default by the Developer, and after providing Developer with the opportunity to cure an Event of Default pursuant to this Agreement, the Town shall have the right to require the Developer to assign to the Town, on a non-exclusive basis, all of Developer's assignable rights in and to any Government Approvals, the Ground Leases, construction contracts, and the plans and specifications produced in conjunction with those Government Approvals and the Project. The Developer shall deliver to the Town within thirty (30) calendar days, an assignment of all of Developer's assignable rights in and to all plans, construction documents, reports, studies, permits, drawings, and designs produced by the Developer and the Developer's contracted professionals as of the date of termination and Developer shall deliver to the Town a copy of such documents. Town shall also be entitled to any damages available at law including, without limitation, compensatory damages, punitive damages, consequential damages, and lost profit damages.

17.3 Town Default; Developer's Remedies; Termination. Any of the following shall constitute an "Event of Default" on the part of the Town, entitling Developer to its remedies set forth herein:

(a) Failure to Comply With The Agreement. If the Town shall fail to comply with its obligations contained in this Agreement and such failure shall continue unremedied for thirty (30) calendar days after written notice thereof from the Developer to the Town; provided, however, that if such failure is capable of cure but cannot reasonably be cured within thirty (30) calendar days, such failure shall not constitute an Event of Default, so long as the Town provides the Developer with written notice within five (5) calendar days of receipt of the Developer's default notice advising the Developer that the default cannot be reasonably cured within thirty (30) calendar days and specifying the reasons therefore and, identify a good faith estimate of the time to cure beyond the thirty (30) calendar day period. Upon approval of the Developer, the Town shall commence and thereafter is in good faith proceed diligently and continuously to remedy such failure, but in no event shall any additional time to cure granted hereunder exceed one hundred twenty (120) calendar days in the aggregate after Town's receipt of the original written default notice.

(b) Inaccuracy of Representation and Warranties. Any representation or warranty made herein by the Town shall prove to have been incorrect in any material respect as of the date made.

17.4 Developer's Remedies. If Town fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Town hereunder, and such failure to perform or observe is not cured within thirty (30) Calendar Days after written notice thereof from Developer to Town, then, provided Developer is not in material default herein, Developer's remedies for such default shall be limited to the recovery of the sum of: (i) Developer's actual and direct damages, incurred (but not consequential indirect, special, incidental or speculative damages including, without limitation, lost profits, lost opportunities and

punitive damages); (ii) Developer's receipt of the Deposits; and (iii) Developer's attorney fees and costs incurred by Developer to collect items (i) and (ii).

17.5 Termination. This Agreement (but not the Surviving Obligations) shall terminate upon the occurrence of the earlier of the following events:

- (a) A termination of this Agreement for an Event of Default for which it is responsible; or
- (b) Failure of the Town to approve any Development Order(s) for the Site Plan necessary to develop the Project; or
- (c) The completion of the development and construction of the Project and the remaining obligations of the parties under this Agreement with respect to the Project pursuant to the terms and conditions of this Agreement.

17.6 Effect of Termination. If this Agreement terminates, the Developer shall, as soon as practicable, but in no event later than the fifteenth (15th) calendar day after a termination notice is given, or such shorter period of time in the event of emergency or a life/safety issue:

- (a) Furnish all documents and otherwise cooperate in good faith in order to effectuate an orderly and systematic ending of the Developer's duties and activities hereunder, including, without limitation, the delivery to the Town all documents required hereunder for any period not covered by prior reports at the time of termination. With regard to the originals of all documents pertaining to the Project, the possession of which are retained by the Developer after termination, the Developer shall: (i) reproduce and retain copies of such records as it desires; (ii) deliver the originals to the Town; and (iii) not destroy originals without first offering to deliver the same to the Town.
- (b) Notwithstanding anything herein to the contrary, all representations and warranties of Developer shall survive the termination of this Agreement for a period of one (1) year along with any other obligations (excluding Developer's indemnity obligations in Article 18 which shall continue to survive termination) of Developer that expressly survive termination or by their nature need to survive termination in order to provide the Town with ability to enforce its rights and remedies hereunder.
- (c) Notwithstanding the above in the event of an Event of Default by the Town and the Developer elects to terminate this Agreement, Developer shall have no obligation or responsibility to produce documentation referenced in this subsection except for such documentation that may be required by Chapter 119, Florida Statutes, the Public Records Act, or subpoena lawfully issued.

Article 18. Indemnification.

18.1 Indemnification by the Developer. The Developer agrees to indemnify and hold the Town, its former and current elected and appointed officials, agents, consultants and employees harmless, to the fullest extent permitted by law, from all liabilities, losses, interest, damages, costs and/or expenses (including, without limitation, reasonable attorneys' fees, whether suit is instituted or not, and if instituted, whether incurred at any trial, appellate or post judgment level), threatened or assessed against, levied upon, or collected from, the Town arising out of, from, or in any way connected with or arising from the negligence, recklessness, or intentional wrongful misconduct of the Developer in the performance of its obligations under this Agreement. Notwithstanding the foregoing, the Developer shall not be required to indemnify the Town with respect to any liability, loss, damages, costs or expenses suffered as a result of the negligence, gross negligence and/or willful misconduct of the Town. To the extent this indemnification clause

or any other indemnification clause in this Agreement is subject to the provisions of Chapter 725, Florida Statutes, and such does not comply with Chapter 725, Florida Statutes, as such may be amended, such provision shall hereby be interpreted as the parties' intention for the indemnification clauses and to comply with Chapter 725, Florida Statutes, as such may be amended.

18.2 Limitation on Indemnification. Developer shall not have any obligation to indemnify or defend the Town against any claims brought against the Town by any third party challenging: (i) the Town's legal authority to lease all or any portion of the Property; (ii) the Town Commission's judgment in leasing all or any portion of the Property; or (iii) the Town Commission's decision to enter into this Agreement or the terms and provisions of this Agreement, regardless of whether such claim seeks monetary damages or injunctive, declaratory or other relief. Provided however, that if any third party brings any claims against the Town and the Developer, the Developer shall have the responsibility to defend the allegations against it. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. Any tort liability to which the Town is exposed under this Agreement shall be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section § 768.28, Florida Statutes, as it may be amended. The Town expressly does not waive any of its rights and immunities under § 768.25.

Article 19. Commercial General Liability Insurance.

Prior to any activity by the Developer, Contractor, or Subcontractor on any portion of the Property, and at all times during the Term of this Agreement, and in accordance with Fla. Stat. § 255.065(7)(a)4., Developer shall procure and continuously maintain a policy of commercial general liability insurance, a copy of which shall be filed with the Town and accompanied by certificates of coverage, each in the form and amount satisfactory to the Town and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the Project.

19.1 General Insurance Provisions.

- (a) All policies shall be executable in the State of Florida.
- (b) All insurers shall maintain an AM Best rating of A-VIII or better.
- (c) The terms and conditions of all general insurance policies shall not be less restrictive than those contained in the most recent edition of the policy forms issued by the Insurance Services Office (ISO) or the National Council on Compensation Insurance (NCCI). If ISO or NCCI issues new policy forms during the policy term of the required insurance, Developer shall not be required to comply with the new policy forms until the expiration date of the insurance policy affected by the change.
- (d) Developer's insurance policies shall be primary over any and all insurance available to the Town, whether purchased or not, and must be non-contributory.
- (e) The Developer and its general contractor shall be solely responsible for payment of all deductibles and retentions contained in their respective insurance policies. The Town shall be included as an "Additional Insured" on the Commercial General Liability policy and any Umbrella Liability policies, if applicable.

19.2 Evidence of Insurance. Prior to the commencement of any development or construction, Developer shall provide satisfactory evidence of the required insurance to the Town. Satisfactory evidence of insurance is a certificate of insurance in an amount deemed acceptable by the Town.

19.3 Cancellations and Renewals. All insurance policies shall specify that they are not subject to cancellation or non-renewal without a minimum of thirty (30) days notification to the Developer, and a minimum of ten (10) days notification for non-payment of premium. The Developer shall provide the Town a minimum of thirty (30) days written notice if any policies are cancelled or not renewed, and ten (10) days written notice of cancellation for non-payment of premium. If a policy is cancelled or not renewed, then Developer shall obtain a new policy which provides the same coverages as the policy which has been cancelled or which has not been renewed.

19.4 Required Coverages. Developer shall procure and maintain the following insurance coverages:

(a) General Liability Insurance. Developer shall be required to obtain General Liability Insurance with an each occurrence limits of not less than One Million and 00/100 Dollars (\$1,000,000.00).

(b) Dockside Liability, Jones Act, or USL&H Insurance. Developer shall be required to obtain Dockside Liability, Jones Act, or USL&H Insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00); if a watercraft is used in the course of this work the contractor shall maintain watercraft liability insurance with limits not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence.

(c) Workers Compensation Insurance. Developer shall be required to obtain Workers Compensation Insurance in accordance with Florida statutory requirements.

(d) Professional Liability (Errors & Omissions) Insurance. Developer shall ensure that the Contractor and professionals involved in the design and construction of the Project have Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than five million Dollars (\$5,000,000) per occurrence with a deductible per claim not to exceed ten percent (10% of the limit of liability. Developer shall notify the Town in writing within third (30) days of any claim filed or made against its Professional Liability Insurance Policy. Developer acknowledges that the Town is relying on the competence of the Developer to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to Developers negligent errors and omissions, Developer shall promptly rectify them at no cost to the Town and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

(e) Business Automobile Liability. Developer shall ensure that the contractor and sub-contractors involved in the Project shall provide insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

(f) Pollution Liability Insurance. Developer shall ensure that the Contractor, subcontractors and professionals involved in the design and construction of the Project provide Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than Five Million Dollars (\$5,000,000) each incident and a general aggregate limit of no less than Five Million Dollars (\$5,000,000). This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or

contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

Article 20. Property Reports.

20.1 Town Existing Studies. The Developer acknowledges that the Town has previously provided to Developer copies of all existing engineering studies, surveys, maps, and reports in the Town's possession pertaining to the Property (the "**Property Reports**"). The Town consents to Developer's use of the Property Reports in connection with the development of the Project, but the Town makes no representations or warranties as to the validity, accuracy, or reliability of the Property Reports, and the Town shall not be liable for any errors or omissions in the Property Reports, or for any use of the Property Reports by Developer. Within thirty (30) calendar days after the Effective Date, the Town shall deliver to Developer a written list describing all Property Reports delivered to Developer.

20.2 Assessment Reports. The Town acknowledges that the Developer conducted a condition assessment of the Marina. Prior to the execution of this Agreement, the Developer shall provide the Town with any or all drafts or final assessment reports pertaining to the assessment of the Marina.

Article 21. Representations and Warranties.

21.1 Developer. The Developer represents and warrants to the Town as follows:

(a) That (i) the Developer is a limited liability company duly organized, validly existing and in good standing under the laws of Florida; (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized and upon execution and delivery by the Developer shall constitute the valid and binding agreement of the Developer enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the performance by the Developer hereunder, shall not conflict with, or breach or result in a default under, any agreement to which it is bound.

(b) That there are no pending, threatened, judicial, municipal or administrative proceedings, consent decrees or judgments against Developer which would materially and adversely affect Developer's ability to perform its obligations hereunder.

(c) That the Developer has the credit worthiness and financial capacity to reasonably obtain conventionally acceptable financing to complete this Project.

21.2 Town. The Town represents and warrants to the Developer that it is a municipal corporation of the State of Florida duly organized under the Constitution and Chapter 166, Florida Statutes; (ii) the execution, delivery and performance of its obligation as provided for in this Agreement have or shall be duly authorized upon execution and delivery of this Agreement by the Town and shall constitute the valid and binding agreement of the Town enforceable in accordance with the remedies herein; and (iii) the execution and delivery of this Agreement and the performance by the Town hereunder does not currently conflict with or breach or result in a default under any other agreement to which the Town is bound.

21.3 Survival. The representations and warranties set forth herein shall survive the expiration or earlier termination of this Agreement.

Article 22. Restrictions On Transfer and Assignment of Agreement.

22.1 Transfers. For purposes of this Agreement, a "Transfer" is any total or partial sale, assignment, or conveyance of any of the following: (i) Developer's interest in any Ground Lease; (ii) Developer's interest in this Agreement; (iii) Developer's interest in the Project or any Component or part thereof; (iv) the Developer's ownership interest in Forest Development P3 LPM, LLC; (v) any series of such Transfers, or any contract or agreement to do any of the same, that have the cumulative effect of a sale or transfer; or (vi) any other transaction or series of transactions in the nature of a sale. The term "Transfer" shall exclude any collateral assignment of this Agreement in connection with any financing for the Project.

22.2 Restrictions on Transfer. Except for as set forth in the following provision, Developer represents and agrees that it shall not cause or effectuate any Transfer without the approval of the Town Commission, with such approval not to be unreasonably withheld by the Town. Any Transfer not approved by the Town nor authorized by the following provision shall be null and void and of no force or effect.

22.3 Transfers Not Requiring Town Consent. Developer may effectuate the following Transfer without the approval of the Town Commission:

(a) Transfers To or Among Affiliates. Developer may transfer, license, lease, sublease, and/or assign, its rights and interests of the Agreement and any Ground Lease to an Affiliate, provided that Developer remains the manager of such Affiliate.

(b) Licenses and Subleases. Developer may license, lease, and/or sublease, portions of the Property, in whole or in part, to any third party pursuant to the terms of any Ground Lease to be executed by the Developer and the Town.

22.4 Effect on Transfer. Following any Transfer, the Acceptable Transferee shall have all of the obligations of the "Developer" under this Agreement with respect to the interest assigned and shall agree to abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions to which the transferor Developer is subject relating to the transferred interest.

Article 23. Ownership and Control of Developer.

Developer shall not substitute the key principal of Developer, Peter Baytarian, without the prior approval of the Town. The Town agrees not to unreasonably withhold its approval of the substitution of Developer's key principal(s), provided that the Town determines that the qualifications of the substituted individual(s) are comparable in reputation, experience, and competence as compared to the key principal being substituted. Notwithstanding anything to the contrary contained in this Agreement, the approval by the Town for a substitution of Developer's key principal shall not be required upon completion of the Project.

Article 24. Inspections.

24.1 In accordance with Fla. Stat. §255.065(7)(a)3., the Town shall have reasonable access to inspect the Project to ensure the activities are acceptable to the Town in accordance with this Agreement.

24.2 In accordance with Fla. Stat. §255.065(7)(a)5., the Town shall monitor the Developer's performance as its established maintenance practices with respect to the Project to ensure that it is properly maintained.

Article 25. Financial Statements.

In accordance with Fla. Stat. § 255.065(7)(a) 6., the Developer shall periodically file with

the Town appropriate financial statements that pertain to the Project. The periodic financial statements shall be subject to review by the Town's Director of Finance and acceptance by the Town.

Article 26. Notices.

All notices, requests, consents, demands, approvals or other communications required or permitted under this Agreement shall be in writing, addressed to the person identified below, and delivered either by: (a) hand delivery, (b) overnight courier by a nationally recognized courier, with all fees prepaid; Registered or Certified Mail, return receipt requested and postage prepaid; or delivered by email with "FORMAL NOTICE UNDER COMPREHENSIVE AGREEMENT" in the subject line:

(a) If to the Town:

Town of Lake Park
Attention: Town Manager
535 Park Avenue
Lake Park, Florida 33403

With copies to:

Town of Lake Park
Attention: Town Attorney
535 Park Avenue
Lake Park, Florida 33403

(b) If to the Developer:

Forest Development P3 LPM, LLC
Attn: Peter Baytarian
11231 US Highway 1, Suite 354
North Palm Beach, Florida 33408
peter@forestdevelopment.com

And to:

Saul Ewing LLP
Attn: Anthony Kang
701 Brickell Avenue, 17th Floor
Miami, Florida 33131
Anthony.kang@saul.com

With a copy to:

Zabik & Associates, Inc.
Attn: Larry Zabik
11398 Okeechobee Blvd, Suite 2
Royal Palm Beach, Florida 33411
lzabik@zabikandassociates.com

Each such notice shall be deemed delivered: (i) if delivered by hand, the date the receipt

is signed; (ii) if sent by overnight courier, on the courier's confirmation of delivery date, or (iii) if sent by Registered or Certified Mail, upon receipt as indicated by the date on the signed return receipt.

Article 27. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.

Article 28. Project Representatives.

The Town hereby appoints the Town Manager, or his designee to serve as its representative. The Developer hereby appoints Peter Baytarian to serve as its representative. The parties may change their respective designated representative(s) at any time by providing written notice in accordance with Article 26 to the other party.

Article 29. No Permit.

This Agreement is not and shall not be construed as a development agreement or development order or permit as set forth in Chapter 163, Florida Statutes.

Article 30. Governing Law.

The nature, validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

Article 31. Captions.

Captions are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Article 32. Entire Agreement and Amendment.

This Agreement constitutes the entire agreement between the Parties. No amendment or modification shall be effective unless approved in writing by the Developer and the Town.

Article 33. No Joint Venture.

The Developer shall not be deemed to be a partner or a joint venture with the Town, and the Developer shall not have any obligation or liability, in tort or in contract, with respect to the Property, either by virtue of this Agreement or otherwise, except as may be set forth herein.

Article 34. Severability.

If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Article 35. Successors and Assigns.

Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

Article 36. Pronouns.

Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

Article 37. Attorneys' Fees.

If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a default, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings.

Article 38. Civil Rights Compliance.

The Developer warrants and represents that it shall not discriminate against any of its employees or prospective employees, purchasers of property or tenants on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

Article 39. Further Assurances.

The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents and amendments as may be reasonably necessary to effectuate the provisions of this Agreement, including, but not limited to, this Agreement, the Critical Path, and the Ground Leases, provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the Town's police power or actions of the Town when acting in a quasi-judicial capacity.

Article 40. Equitable Remedies.

In the event of a breach or threatened breach of this Agreement by any party, the remedy at law in favor of the other party will be inadequate and such other party, in addition to any and all other rights which may be available, shall accordingly have the right of injunction in the event of any threatened breach of this Agreement by any party.

Article 41. Third Party Rights.

The provisions of this Agreement are for the exclusive benefit of the parties to this Agreement and no other party (including without limitation, any creditor of the Town or the Developer) shall have any right or claim against the Town or the Developer by reason of those provisions or be entitled to enforce any of those provisions against the Town or the Developer.

Article 42. Survival.

All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Article 43. Remedies Cumulative.

The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

Article 44. No Waiver.

One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights

with respect to such breach.

Article 45. Signage.

Subject to the reasonable approval of the Town and in accordance with Applicable Laws, the Developer shall have the right to place one or more appropriate signs upon the Property.

Article 46. Construction.

This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

Article 47. Venue.

This Agreement shall have been deemed to have been executed by the Parties within Palm Beach County, Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida or federal court in the Southern District of Florida.

Article 48. WAIVER OF JURY TRIAL.

The parties to this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

Article 49. Safety and Protection.

49.1 Developer shall be responsible for initiating, maintaining and supervising commercially reasonable safety precautions and programs in connection with the Project. Developer shall take all necessary safety precautions (required by Applicable Laws), and shall take commercially reasonable industry practices and precautions, to prevent damage, injury or loss to:

- (a) all persons on the Property or who may be affected by the construction;
- (b) all work and materials and equipment to be incorporated in the Project, whether in storage on or off the Property; and
- (c) other property at the Property or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures, utilities and underground facilities (i.e., the Force Main) not designated for removal, relocation or replacement in the course of construction.

49.2 Developer shall comply with Applicable Laws of Governmental Authorities having jurisdiction for safety or persons or property to protect them from damage, injury or loss, and shall erect and maintain commercially reasonable safeguards for such safety and protection, taking into consideration the effect on the Project.

49.3 Developer shall cause its general contractor to be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Applicable Laws.

[The Balance of the Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Comprehensive Agreement to be duly executed by their duly authorized officer where applicable and sealed as of the date first above written.

DEVELOPER:

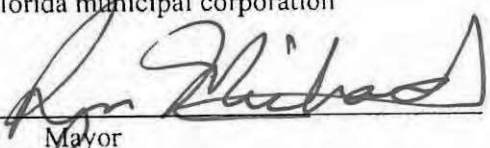
Forest Development P3 LPM, LLC,
A Florida limited liability company

By: 
Peter Baytarian, Manager

Date: 8/2/23

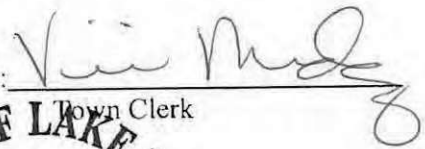
TOWN:

Town of Lake Park
A Florida municipal corporation

By: 
Mayor

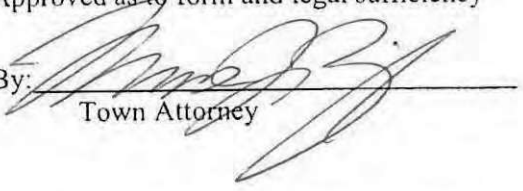
Date: 8/2/23

Attest;

By: 
Town Clerk



Approved as to form and legal sufficiency

By: 
Town Attorney

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EXHIBIT A - LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

Portions of Lots 16 through 24 and 28 through 31, inclusive, Block 114, according to the Plat of Lake Park (formerly Kelsey City), Florida, as recorded in Plat Book 8, Pages 15 through 18, 23, 27 and 34 through 37 public records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the southeast corner of Lot 24, aforesaid, thence North 09°01'57" West, along the easterly line of said Lot 24 a distance of 158.06 feet to a point in the southerly line of Lot 28, aforesaid; thence North 85°19'00" East along the southerly line of said Lot 28, a distance of 57.70 feet, to a point; thence North 03°07'00" West a distance of 100.03 feet, to a point in the northerly line of Lot 31 aforesaid; thence South 85°19'00" West, along the northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the west, and having a radius of 5759.65 feet, said point being in the easterly right-of-way of US Highway No. 1 (State Road No. 5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 02°27'21", distance of 246.86 feet to the point of intersection of the easterly right-of-way of said US Highway No. 1 and the northerly right-of-way of Silver Beach Road; thence South 88°06'00" East along the northerly right-of-way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the north and having a radius of 262.04 feet, thence easterly along the arc of said curve through a central angle of 10°55'57", a distance of 50.0 feet to the Point of Beginning.

Parcel 2:

Lot 25, Block 114, Kelsey City (now Lake Park), according to the plat thereof, recorded in Plat Book 8, Pages 15 through 18, 23, 27 and 34 through 37, of the public records of Palm Beach County, Florida.

Parcel 3:

Lots 26 and 27, Block 114, Lake Park, f/k/a Kelsey City, according to the map or plat thereof as recorded in Plat Book 8, Pages 15 through 18, 23, 27 and 34 through 37, of the public records of Palm Beach County, Florida.

Parcel 4:

Lots 28, 29, 30 and 31, Block 114, lake park (formerly Kelsey City), Florida, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, Pages 15 through 18, 23, 27 and 34 through 37, less the following described property:

Beginning at the northwest corner of Lot 31, aforesaid; thence Easterly along the northerly line of said Lot 31, a distance of 92.40 feet to a point; thence Southerly making an interior angle of 88 degrees 27' 01" from west to south, a distance of 100.04 feet to a point in the southerly line of Lot 28, aforesaid; thence westerly, making an interior angle of 91 degrees 33'59" from north to west,

a distance of 87.92 feet to the southwest corner of said Lot 28; thence Northerly, making an interior angle of 91 degrees 00' 00" from east to north, a distance of 100.01 feet to the Point of Beginning.

Parcel 5:

Tract 1

That part of Government Lot 4 of Section 21, Township 42 South, Range 43 East, lying easterly of Lake Shore Drive as shown on the Plat of Kelsey City on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, Pages 18, 23 and 35; bounded on the north by an extension easterly of the south line of Lot 28, Block 114, as shown on the said Plat of Kelsey City, Florida, and bounded on the south by the south line of said Government Lot 4.

Subject to the road right of way of Silver Beach Road as shown on said plat.

Tract 2

A parcel of sovereignty land in Lake Worth in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in a line 35 feet north of and parallel to the south line of said Section 21, said point being in the high water line on the westerly shore of Lake Worth at a distance of 126 feet South 88°01'45" East from the easterly right of way line of Lake Shore Drive according to the plat thereof recorded in road Plat Book 1, Page 157, public records of Palm Beach County, Florida; thence North 37°31'45" West, along said high water line, a distance of 83.50 feet; thence North 27°46'45" West, along said high water line, a distance of 78 feet; thence North 09°09'05" West, along said high water line a distance of 68.8 feet, more or less, to a point in the easterly projection of the south line of Lot 28, Block 114, Plat of Kelsey City, according to the plat thereof recorded in Plat Book 8, Page 28, public records of Palm Beach County, Florida; thence North 85°22'45" East, along said south line of Lot 28, Block 114, Kelsey City projected easterly, a distance of 521.69 feet to a point in the Town of Lake Park bulkhead line, established by Ordinance No. 28 on February 6, 1961, recorded in Plat Book 27, Page 1, public records of Palm Beach County, Florida, said point being in the arc of a curve concave to the southwest having a radius of 872.74 feet and a central angle of 17°34'03"; thence Southeasterly and southerly along the arc of said curve and said Town of Lake Park bulkhead line, a distance of 267.59 feet to a point in the aforesaid parallel line 35 feet north of the south line of said Section 21; thence North 88°01'45" West along said parallel line, a distance of 473.67 feet to the Point of Beginning.

Being the same property described in Deed recorded in Official Records Book 1239, Page 59, public records of Palm Beach County, Florida.

Tract 3

That part of Government Lot 4 of Section 21, Township 42 South, Range 43 East, lying easterly of the Plat of Kelsey City, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, Pages 15 through 18, 23, 27 and 34 through 37;

south of the easterly extension of the south line of Lot 28, Block 114, as shown on the said Plat of Kelsey City, Florida,

Lying within 33 feet of measured at right angles to the following described centerline, to wit:

From a 1/4" pipe marking the intersection on the centerlines of Avenue C and Lake Shore Drive as indicated on a Plat of Kelsey City, recorded in Plat Book 8, Pages 15 through 18, 23, 27 and 34 through 37, Palm Beach County public records, run South 07°16' east a distance of 512.5 feet; thence run South 02°09' east a distance of 220.7 feet to a point on the south line of Section 21, Township 42 South, Range 43 East, said point being 4325 feet easterly from the south corner of said Section 21.

Being the same property described in Right of Way Deed recorded in Deed Book 922, Page 533, public records of Palm Beach County, Florida.

Parcel 6:

Tract 1

A parcel of sovereignty land in Lake Worth in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Bounded on the north by the easterly extension of the north line of Lot 17, Block 115, according to the Plat of Kelsey City as recorded in Plat Book 8, Page 23, in and for the public records of Palm Beach County, Florida. Bounded on the east by the bulkhead line as recorded in Plat Book 27, Page 1, in and for the public records of Palm Beach County, Florida. Bounded on the south by the easterly extension of the south line of Lot 17, Block 115, according to the said Plat of Kelsey City. Bounded on the west by the water's edge of Lake Worth.

Being the same property described in Dedication by the Trustees of the Internal Improvement Fund of Florida recorded in Official Records Book 1633, Page 606, public records of Palm Beach County, Florida.

Tract 2

A tract of sovereignty land in Lake Worth in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the point of intersection of the east right of way line of Lake Shore Drive, as said right of way is shown on Plat of Kelsey City (now Lake Park) on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 23, with the easterly projection of the north line of Lot 16, Block 115, as shown on said Plat of Kelsey City; thence North 85°22'45" East, along said easterly projection of the north line of Lot 16, a distance of 190 feet to a point in the high water line of the west shore of Lake Worth and the Point of Beginning of the herein described tract of sovereignty land; thence continuing along the same course, a distance of 164.23 feet to a point in the Town of Lake Park bulkhead line, as established by Ordinance No. 28; said point being also the beginning of a curve concave to the northeast, having a radius of 872.74 feet and a central angle of 34°00'06"; thence Southerly and southeasterly

along the arc of said curve, and said bulkhead line, a distance of 482.88 feet to a point of reverse curvature, said reverse curve being concave to the southwest, having a radius of 960 feet and a central angle of $28^{\circ}49'12''$; thence southeasterly and southerly along the arc of said curve and said bulkhead line, a distance of 215.27 feet to a point in the easterly projection of the south line of Lot 28, Block 114 of said Plat of Kelsey City; thence South $85^{\circ}22'45''$ West along said easterly projection of the south line of Lot 28, a distance of 525.53 feet to a point in the aforesaid high water line of the west shore of Lake Worth; thence North $01^{\circ}13'26''$ West along said high water line, a distance of 173 feet; thence North $01^{\circ}52'45''$ East, along said high water line, a distance of 185 feet; thence North $18^{\circ}37'15''$ West, along said high water line, a distance of 175 feet; thence North $19^{\circ}52'45''$ East, along said high water line, a distance of 32 feet; thence North $77^{\circ}52'45''$ East, along said high water line, a distance of 85 feet; thence South $40^{\circ}07'15''$ East along said high water line, a distance of 30 feet; thence South $08^{\circ}07'15''$ East along said high water line a distance of 240 feet; thence South $27^{\circ}22'45''$ West, along said high water line, a distance of 35 feet; thence South $40^{\circ}37'15''$ East, along said high water line, a distance of 25 feet; thence North $79^{\circ}22'45''$ East, along said high water line, a distance of 100 feet; thence North $01^{\circ}52'45''$ East along said high water line, a distance of 185 feet; thence North $16^{\circ}37'15''$ West along said high water line, a distance of 175 feet; thence North $50^{\circ}37'15''$ West along said high water line, a distance of 60 feet to the Point of Beginning.

Being the same property described in Deed recorded in Official Records Book 694, Page 327, public records of Palm Beach County, Florida.

Tract 3

Beginning at a point on the east line of Lake Shore Drive as shown on the Plat of Kelsey City, Florida, recorded in Plat Book 8, Pages 15 through 18, 23, 27 and 34 through 37 public records of Palm Beach County, Florida, where the easterly extension of the north line of Lot 17, of Block 115, of Kelsey City, Florida, according to said plat thereof, intersects said east line of Lake Shore Drive; thence run in an easterly direction along the easterly extension of the said north line of Lot 17, Block 115, Kelsey City, Florida, to the waters of Lake Worth; thence run in a southerly direction along the water's edge of Lake Worth to a point where the easterly extension of the south line of Lot 28, Block 114, of Kelsey City, Florida, according to said plat thereof, meets the water's edge of Lake Worth; thence run in a westerly direction along the easterly extension of said south line of Lot 28, Block 114, Kelsey City, Florida, to the point where said easterly extension of the south line of Lot 28, Block 114, Kelsey City, Florida, intersects the east line of said Lake Shore Drive; thence run in a northerly direction along the said east line of Lake Shore Drive to the Point of Beginning.

Being the same property described in Deed recorded in Deed Book 632, Page 464, public records of Palm Beach County, Florida.

Tract 4

A tract of land in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the intersection of the east right-of-way line of Lake Shore Drive, as said right of way line is shown on Plat of Kelsey City (now Lake Park) on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 23, with the easterly projection of the north line of Lot 16, Block 115, as shown on said Plat of Kelsey City; thence North 85°22'45" East, along the said easterly projection of the north line of Lot 16, a distance of 190 feet to a point in the high water line of the west shore of Lake Worth; thence South 50°37'15" East along said high water line, a distance of 60 feet; thence South 16°37'15" East, along said high water line, a distance of 175 feet; thence South 01°52'45" West along said high water line, a distance of 185 feet; thence South 79°22'45" West, along said high water line, a distance of 100 feet; thence North 40°37'15" West, along said high water line, a distance of 25 feet; thence North 27°22'45" East, along said high water line, a distance of 35 feet; thence North 08°07'15" West, along said high water line, a distance of 240 feet; thence North 40°07'15" West, along said high water line, a distance of 30 feet; thence South 77°52'45" West along said high water line, a distance of 85 feet; thence South 19°52'45" West along said high water line, a distance of 32 feet; thence South 18°37'15" East along said high water line, a distance of 175 feet; thence South 01°52'45" West, along said high water line, a distance of 185 feet; thence South 01°13'26" East, along said high water line, a distance of 173 feet, to a point in the easterly projection of the south line of Lot 28, Block 114 of said Plat of Kelsey City; thence South 85°22'45" West along said easterly projection of Lot 28, Block 114, a distance of 28 feet to a point in the easterly right of way line of said Lake Shore Drive; thence North 05°11'15" West along said easterly right of way line of Lake Shore Drive, a distance of 660.01 feet to the Point of Beginning.

Being the same property described in Deed recorded in Official Records Book 688, Page 507, public records of Palm Beach County, Florida.

Parcel 7:

Portions of Lake Shore Drive and Silver Beach Road as shown on the Plat of Kelsey City (now known as the Town of Lake Park), according to the plat thereof, as recorded in Plat Book 8, Pages 15 and 23 of the public records of Palm Beach County, Florida, being described as follows:

Beginning at the northeast corner of Lot 31, Block 114 of said plat; thence along the easterly prolongation of the north line of said Lot 31, North 84°52'19" East a distance of 60.00 feet to the easterly right-of-way line of said Lake Shore Drive and a point on a non-tangent curve to the right, of which the radius point lies South 85°31'22" West, a radial distance of 322.04 feet; thence along said easterly right-of-way line of Lake Shore Drive and the northerly right-of-way line of said Silver Beach Road the following three (3) courses and distances: southerly along the last described curve, through a central angle of 53°03'53", a distance of 298.26 feet to a point of reverse curvature to the left having a radius of 15.00 feet and a central angle of 137°08'09"; thence Southerly and easterly along the arc, a distance of 35.90 feet to a point of tangency; thence South 88°32'54" East a distance of 227.11 feet to the waterward face of an existing bulkhead; thence along said waterward face the following three (3) courses and distances: south 00°10'44" East a distance of 3.03 feet; thence North 89°49'16" East a distance of 2.09 feet; thence South 00°13'59" West a distance of 32.03 feet to the south line of Government Lot 4 in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida; thence along said south line of Government Lot 4,

north $88^{\circ}32'54''$ West a distance of 544.47 feet to the southerly extension of the easterly right-of-way line of U.S. Highway No. 1 (State Road No. 5) as shown on the State of Florida, State Road Department Right of Way Map of State Road No. 5 (4), project no. 93040-2108, sheet 1 of 4, last revised 9-8-47, and a point on a non-tangent curve to the left, of which the radius point lies South $88^{\circ}43'14''$ West, a radial distance of 5,801.84 feet; thence Northerly along the arc, through a central angle of $00^{\circ}20'46''$, a distance of 35.05 feet to the northerly right-of-way line of said Silver Beach Road; thence along said northerly and northwesterly right-of-way lines the following two (2) courses and distances: south $88^{\circ}32'54''$ East a distance of 87.01 feet to a point of curvature of a curve to the left having a radius of 262.04 feet and a central angle of $95^{\circ}46'47''$; thence Northeasterly along the arc a distance of 438.05 feet to the Point of Beginning.

Said lands situate in the Town of Lake Park, Palm Beach County, Florida and containing a total of 571,939 square feet (13.1299 acres), more or less.

EXHIBIT B

Marina Properties Redevelopment Project Critical Path

Note: All times periods set forth in this Project Critical Path are subject to Force Majeure extensions of time.

Comprehensive Agreement Effective Date: The date of the execution of the Comprehensive Agreement (the "Effective Date")

Ground Leases: Developer to provide drafts of the Ground Leases within 90 days of the Effective Date; the Town and the Developer will use their best efforts to execute the Ground Leases within 30 days of the date that the Developer provides drafts of the Ground Leases. The date that the Ground Lease is executed for each Component shall be referred to as the "Ground Lease Execution Date".

Deed Restrictions and Reverter Clauses: Town and Developer will work to resolve the Deed Restrictions and Reverter Clauses using best efforts within 180 days from the Effective Date; the date that the Deed Restrictions and Reverter Clauses are resolved to Developer's reasonable satisfaction shall be referred to as the "Title Cleared Date".

PUD/Master Plan: Developer shall submit a PUD application with an accompanying Master Plan for the Project within 120 days of the last of the Ground Lease Execution Date for all of the Components. The date that the Town approves of the master plan shall be referred to as the "PUD Master Plan Approval Date".

Hotel Component:

Developer shall submit a site plan of the Hotel Component approval within 90 days of the Master Plan Approval Date.

Within 210 days of the issuance of site plan approval for the Hotel Component, Developer shall submit design and building permits.

Within 18 months of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Hotel Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the certificate of occupancy for this Component.

Boat Storage Component:

Developer shall submit for site plan approval for the Boat Storage Component within 90 days of the latter of (i) the Title Cleared Date or (ii) the Master Plan Approval Date.

Within 180 days of the issuance of site plan approval for the Boat Storage Component, Developer shall submit design and building permits.

Within 12 months of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Boat Storage Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the certificate of occupancy for this Component.

Public Marina Component:

Developer shall submit for site plan approval for the Public Marina Component within 90 days of the latter of (i) the Title Cleared Date or (ii) the Master Plan Approval Date.

Within 180 days of the Effective Date, Developer and Town shall work together to start the process of obtaining any and all necessary Government Approvals, including federal, state, county, Florida Department of Environmental Protection, the United States Coast Guard, and other governing agencies; the date that all necessary approvals have been obtained as described in this paragraph shall be referred to as the "**Marina Approval Cleared Date**".

Within 200 days of the Marina Approval Cleared Date, Developer shall submit design and building permits.

Within 365 days of the issuance of all necessary permits to commence construction [and the issuance of the Development Order by the Town for the Public Marina Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the certificate of occupancy for this Component.

Marina Restaurant Component:

Developer shall submit for site plan approval for the Marina Restaurant Component within 90 days of the latter of (i) the Title Cleared Date or (ii) the Master Plan Approval Date.

Within 210 days of the issuance of site plan approval for the Marina Restaurant Component, Developer shall submit design and building permits.

























Within 365 days of the issuance of all necessary permits to commence construction and the issuance of the Development Order by the Town for the Marina Restaurant Component, Developer shall complete construction of this Component.

Within 90 days of the completion of this Component, Developer shall obtain the certificate of occupancy for this Component.

Start: 7/1/2022
Finish: 9/5/2027

Lake Park P3 : Master Critical Path 6.12.2023
Outline Gantt View: Default Outline Gantt View Table

Page #1

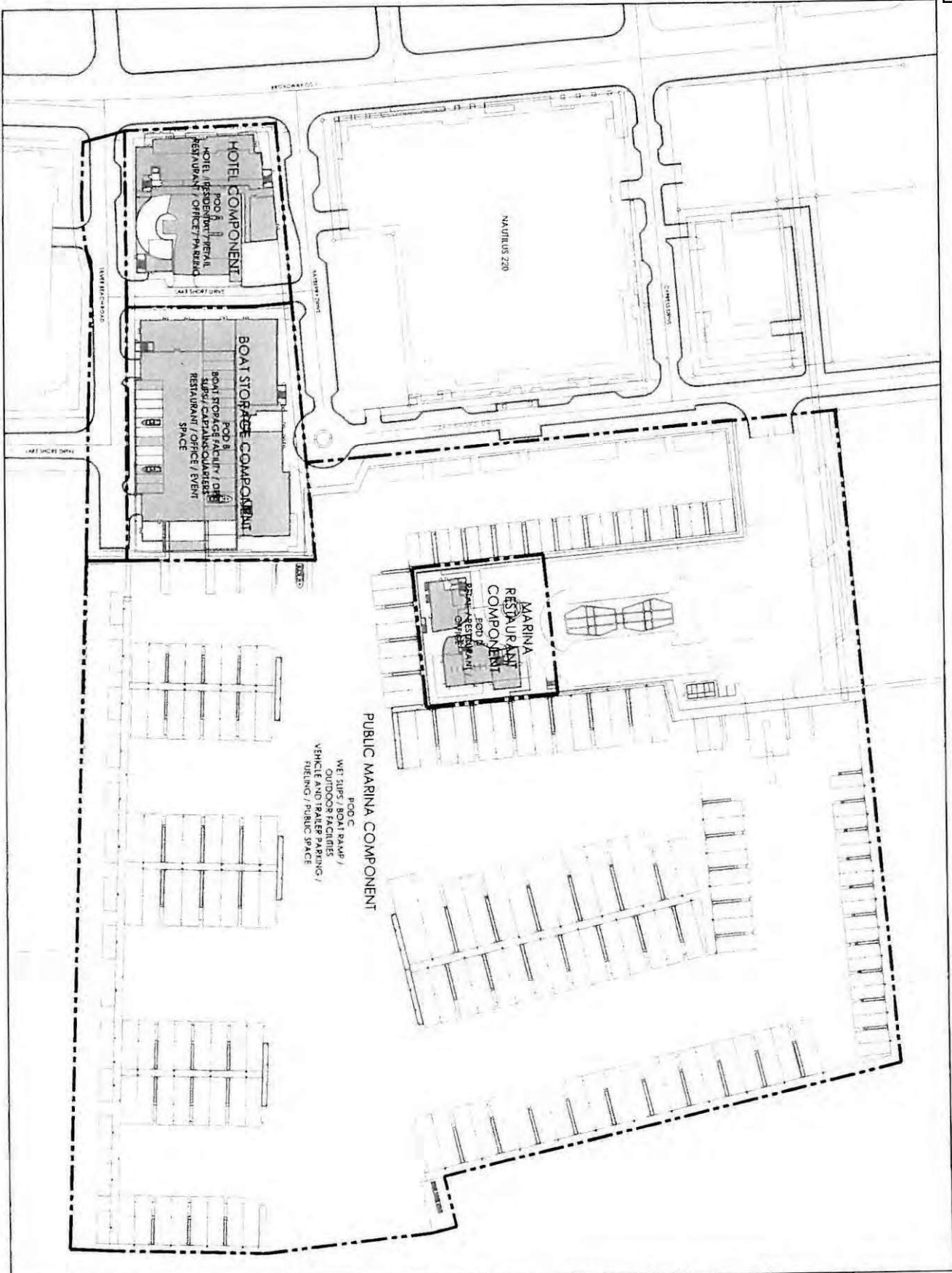
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1 <input type="checkbox"/> Master Critical Path 6.12.2023	1892	7/1/2022	9/4/2027									
2 Complete Comprehensive Agreement	356	7/1/2022	6/21/2023									
3 Site Plan Development & Finalization	210	5/24/2023	12/19/2023									
4 Public input and workshop	0	6/21/2023	6/21/2023									
5 Town Commission Review/Workshop	28	6/22/2023	7/19/2023									
6 Marina Permit Preparation	180	7/13/2023	1/8/2024									
7 Approval of Comprehensive Agreement	0	7/19/2023	7/19/2023									
8 Ground Lease (4) Submissions	90	7/20/2023	10/17/2023									
9 Uplands Hotel Site Plan Submission	0	12/19/2023	12/19/2023									
10 Hotel Site Plan Approval	210	12/20/2023	7/16/2024									
11 Boat Storage Site Plan Approval	180	12/21/2023	6/17/2024									
12 Marina Permit Submission	0	1/8/2024	1/8/2024									
13 Marina Permit Review and Site Plan	730	1/9/2024	1/7/2026									
14 Marina Restaurant Site Plan Approval	150	3/29/2024	8/25/2024									
15 Marina Expansion P3 Negotiations Begin	380	4/30/2024	5/14/2025									
16 Design and Permitting of Approved Plan	180	6/18/2024	12/14/2024									
17 Marina Upgrades Phase I Boat Ramp	300	6/18/2024	4/13/2025									
18 Construction of Hotel	540	7/17/2024	1/7/2026									
19 Construction of Boat Storage	365	12/15/2024	12/14/2025									
20 Construction of Marina Restaurant	270	6/24/2025	3/20/2026									
21 Marina Permit Approval	0	1/7/2026	1/7/2026									
22 Marina Resiliency Improvements	420	1/8/2026	3/3/2027									
23 Marina Upgrade Phase II Initial Expansion	365	1/8/2026	1/7/2027									
24 Marina Upgrade Phase III Full Expansion	240	1/8/2027	9/4/2027									

For Reference Only

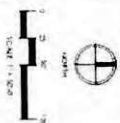
Activity Subproject Resource Names & %Alloc Event Interface Event Early Start Name Early Start Early Finish Early Finish
 Cum. Original Profile Cum. Act + Rem Profile Cum. Remaining Profile Non-Cum. Original Profile Non-Cum. Actual Profile Non-Cum. Remaining Profile

Zabik & Associates, Inc.

EXHIBIT C
Preliminary Development Plan



P3 LAKE PARK HARBOR MARINA
Lake Park, Florida



SHEET # PDP.1
PRELIMINARY
DEVELOPMENT PLAN

insite studio
planning + landscape architecture
1401 PGA Blvd Suite 200 Palm Beach, Florida 33411
Phone: 561.944.4444 Email: info@insitestudio.com
www.insitestudio.com

EXHIBIT D

Overlay Plan

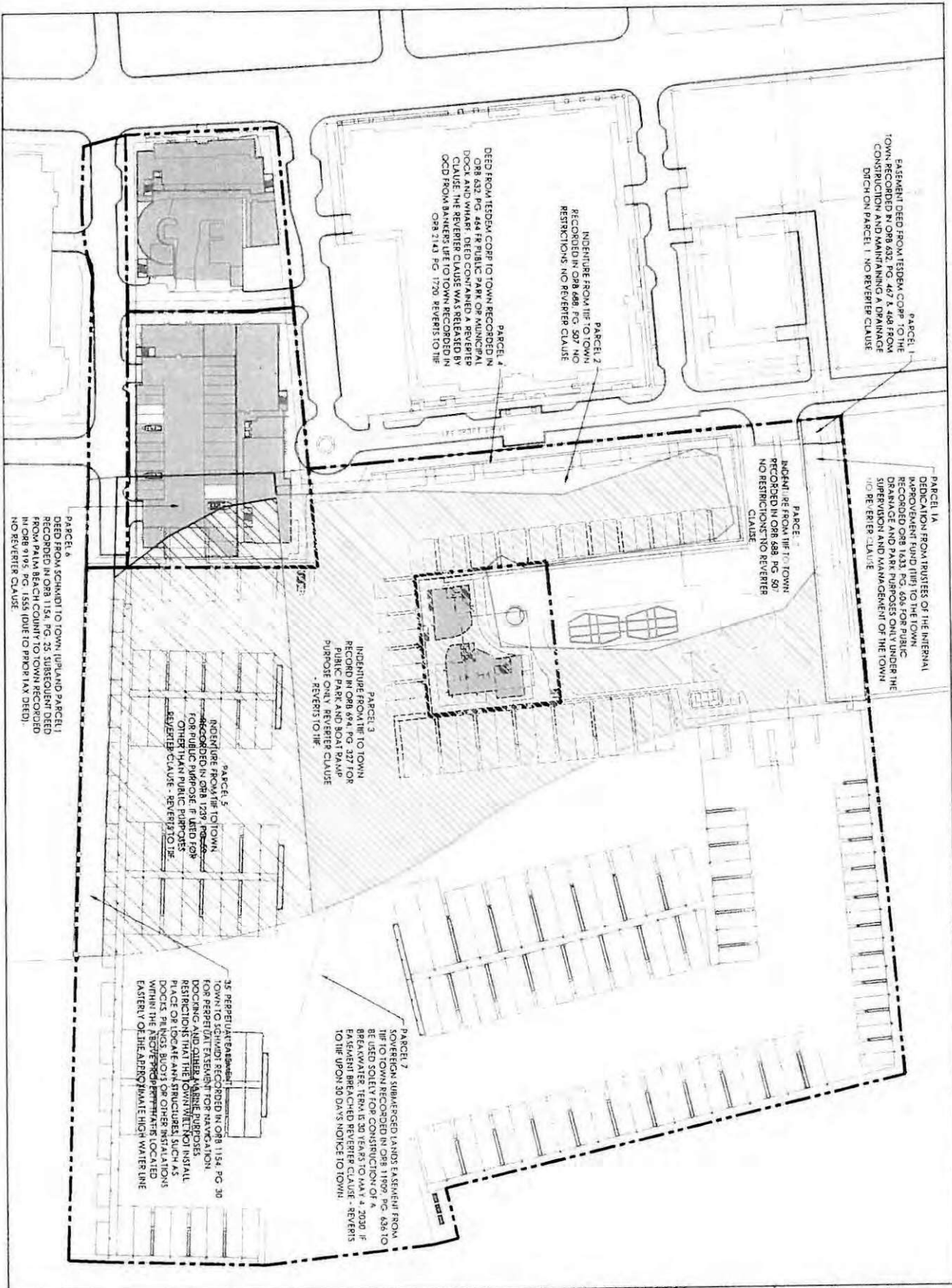


EXHIBIT E
Finance Plan

P3 Finance Plan

(to be included as an exhibit to the Comprehensive Agreement)

In accordance with Florida Statute 255.065, Forest Development P3 LPM, LLC (the “**Developer**”) proposes a financing plan for the four (4) components outlined in this Comprehensive Agreement that will be comprised of the following:

1. Each individual component will have a standalone proforma that includes all expected construction and development costs with a corresponding sources of funds section. The costs anticipated include professional fees, construction costs, permit fees, insurance, startup costs, and typical new development costs.
2. The sources of funds section for each of the four (4) components will be comprised as follows:
 - a. 10% - 20% owner equity. The owner's equity will be made up of funds contributed by the Developer.
 - b. Financing or equity participation provided from either:
 - i) An institutional bank lender;
 - ii) A debt fund; or
 - iii) Commercial Property Assessed Clean Energy, issuing bonds, a private or public equity source.
3. During the development and construction of each component, these proformas will provide all of the funds necessary to complete each component.
4. Subsequent to the construction of each component, an operational proforma will be developed that will similarly consist of a sources and uses analysis. These operational proforma's will identify the income expected from that component with corresponding operation and debt expenses identified resulting in a positive cash flow including the internal rate of return on the private investment for each component.
5. All of the proformas for each of the components will include any legally permissible funding sources.

The “public return on investment” (the “PROI”) analysis is included as a Comprehensive Agreement exhibit, which summarizes the return on investment to the Town of Lake Park over the course of the 99-year lease agreement.

Exhibit F
Projected Fees, Lease Payments, or Service Payments

Lake Park P3 PROI Hotel, Restaurant, Marina Boat Storage

Lake Park - P3 PROI Hotel, Restaurant, Marina and Boat Storage										Year 10	
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
P3 Assessment		\$ 1,200,000.00									
Marina Lease Payment*			\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
P3 Lease Payment											
Boat Storage Ad Valorem	0.0053474		\$ 80,211.00	\$ 82,617.33	\$ 85,095.85	\$ 87,648.73	\$ 90,278.19	\$ 92,986.53	\$ 95,776.13	\$ 98,649.41	\$ 101,608.89
Hotel Ad Valorem	0.0053474		\$ 106,948.00	\$ 110,156.44	\$ 113,461.13	\$ 116,864.97	\$ 120,370.92	\$ 123,982.04	\$ 127,701.51	\$ 131,537.55	\$ 135,478.53
Marina Restaurant Ad Valorem	0.0053474		\$ 16,042.20	\$ 16,523.47	\$ 17,019.17	\$ 17,529.75	\$ 18,055.64	\$ 18,597.31	\$ 19,155.23	\$ 19,729.88	\$ 20,321.78
Marina Dock Expansion				\$ 25,500.00	\$ 51,000.00	\$ 51,510.00	\$ 52,025.10	\$ 52,545.35	\$ 53,070.80	\$ 53,601.51	\$ 54,137.53
Building Permits		\$ 765,000.00	\$ 56,250.00								
Additional State Sales Tax	TBD										
Mobility Fee	TBD										
New Lake Park Jobs	TBD										
Total Return per year		\$ 1,965,000.00	\$ 559,451.20	\$ 534,797.24	\$ 566,576.15	\$ 573,553.44	\$ 580,729.84	\$ 588,111.23	\$ 595,703.66	\$ 603,513.36	\$ 611,546.73

Permit Values		Marina Expansion Estimate		
Hotel Building Permit	\$ 45,000,000.00	Added Dock Space Slips	Ln Ft Avg.	
Boat Storage Building Permit	\$ 15,000,000.00			
Marina Restaurant Permit	\$ 3,000,000.00			
Total Permit Value	\$ 63,000,000.00			
Assessed Values				
Hotel Assessed	\$ 20,000,000.00	rate		\$17.00
Boat Storage Building Assessed	\$ 15,000,000.00	1% annual increase		
Marina Restaurant	\$ 3,000,000.00			
Total Assessed Value	\$ 38,000,000.00			

10 Year PROI	20 Year PROI	30 Year PROI	40 Year PROI	50 Year PROI
\$ 7,178,982.85	\$ 11,473,603.52	\$ 16,895,219.29	\$ 24,030,204.46	\$ 33,451,994.58
60 Year PROI	70 Year PROI	80 Year PROI	90 Year PROI	99 Year PROI
\$ 45,929,583.97	\$ 62,494,608.35	\$ 84,531,480.28	\$ 113,898,503.57	\$ 148,641,695.19

6/26/2023

3% annual increase

Lake Park P3 PROI Hotel, Restaurant, Marina Boat Storage

Year 20									
2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$ 300,000.00									
			\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,636.35	\$ 56,275.44	\$ 57,963.70	\$ 59,702.61
\$ 104,657.16	\$ 107,796.88	\$ 111,030.78	\$ 114,361.71	\$ 117,792.56	\$ 121,326.33	\$ 124,966.12	\$ 128,715.11	\$ 132,576.56	\$ 136,553.86
\$ 139,542.88	\$ 143,729.17	\$ 148,041.04	\$ 152,482.28	\$ 157,056.74	\$ 161,768.45	\$ 166,621.50	\$ 171,620.14	\$ 176,768.75	\$ 182,071.81
\$ 20,931.43	\$ 21,559.38	\$ 22,206.16	\$ 22,872.34	\$ 23,558.51	\$ 24,265.27	\$ 24,993.22	\$ 25,743.02	\$ 26,515.31	\$ 27,310.77
\$ 54,678.90	\$ 55,225.69	\$ 55,777.95	\$ 56,335.73	\$ 56,899.09	\$ 57,468.08	\$ 58,042.76	\$ 58,623.18	\$ 59,209.42	\$ 59,801.51
\$ 619,810.38	\$ 328,311.11	\$ 337,055.93	\$ 396,052.05	\$ 406,806.90	\$ 417,873.12	\$ 429,259.96	\$ 440,976.90	\$ 453,033.74	\$ 465,440.57

Lake Park P3 PFOI Hotel, Restaurant, Marina Boat Storage

Year 30									
2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
\$ 61,493.69	\$ 63,338.50	\$ 65,238.66	\$ 67,195.82	\$ 69,211.69	\$ 71,288.04	\$ 73,426.69	\$ 75,629.49	\$ 77,898.37	\$ 80,235.32
\$ 140,650.47	\$ 144,869.99	\$ 149,216.09	\$ 153,692.57	\$ 158,303.35	\$ 163,052.45	\$ 167,944.07	\$ 172,982.34	\$ 178,171.81	\$ 183,516.97
\$ 187,533.97	\$ 193,159.98	\$ 198,954.78	\$ 204,923.43	\$ 211,071.13	\$ 217,403.26	\$ 223,925.36	\$ 230,643.12	\$ 237,562.42	\$ 244,689.29
\$ 28,130.09	\$ 28,974.00	\$ 29,843.22	\$ 30,738.51	\$ 31,660.67	\$ 32,610.49	\$ 33,588.80	\$ 34,596.47	\$ 35,634.36	\$ 36,703.39
\$ 60,399.53	\$ 61,003.52	\$ 61,613.56	\$ 62,229.69	\$ 62,851.99	\$ 63,480.51	\$ 64,115.31	\$ 64,756.47	\$ 65,404.03	\$ 66,058.07
\$ 478,207.75	\$ 491,346.00	\$ 504,866.30	\$ 518,780.02	\$ 533,098.83	\$ 547,834.75	\$ 563,000.19	\$ 578,607.89	\$ 594,670.99	\$ 611,203.04

Lake Park P3 PRO1 Hotel, Restaurant, Marina Boat Storage

Year 40									
2054	2055	2056	2057	2058	2059	2060	2061	2062	2063
\$ 82,642.38	\$ 85,121.65	\$ 87,675.30	\$ 90,305.56	\$ 93,014.73	\$ 95,805.17	\$ 98,679.33	\$ 101,639.71	\$ 104,688.90	\$ 107,829.56
\$ 189,022.48	\$ 194,693.15	\$ 200,533.94	\$ 206,549.96	\$ 212,746.46	\$ 219,128.86	\$ 225,702.72	\$ 232,473.80	\$ 239,448.02	\$ 246,631.46
\$ 252,029.97	\$ 259,590.87	\$ 267,378.59	\$ 275,399.95	\$ 283,661.95	\$ 292,171.81	\$ 300,936.96	\$ 309,965.07	\$ 319,264.02	\$ 328,841.94
\$ 37,804.50	\$ 38,938.63	\$ 40,106.79	\$ 41,309.99	\$ 42,549.29	\$ 43,825.77	\$ 45,140.54	\$ 46,494.76	\$ 47,889.60	\$ 49,326.29
\$ 66,718.65	\$ 67,385.84	\$ 68,059.70	\$ 68,740.29	\$ 69,427.70	\$ 70,121.97	\$ 70,823.19	\$ 71,531.43	\$ 72,246.74	\$ 72,969.21
\$ 628,217.97	\$ 645,730.14	\$ 663,754.33	\$ 682,305.76	\$ 701,400.13	\$ 721,053.58	\$ 741,282.75	\$ 762,104.77	\$ 783,537.28	\$ 805,598.46

Lake Park P3 PRCI Hotel, Restaurant, Marina Boat Storage

Year 50

2064	2065	2066	2067	2068	2069	2070	2071	2072	2073
\$ 111,064.45	\$ 114,396.38	\$ 117,828.28	\$ 121,363.17	\$ 125,004.02	\$ 128,754.14	\$ 132,616.76	\$ 136,595.26	\$ 140,693.12	\$ 144,913.92
\$ 254,030.40	\$ 261,651.31	\$ 269,500.85	\$ 277,585.88	\$ 285,913.45	\$ 294,490.86	\$ 303,325.58	\$ 312,425.35	\$ 321,798.11	\$ 331,452.06
\$ 338,707.20	\$ 348,868.42	\$ 359,334.47	\$ 370,114.50	\$ 381,217.94	\$ 392,654.48	\$ 404,434.11	\$ 416,567.14	\$ 429,064.15	\$ 441,936.07
\$ 50,806.08	\$ 52,330.26	\$ 53,900.17	\$ 55,517.18	\$ 57,182.69	\$ 58,898.17	\$ 60,665.12	\$ 62,485.07	\$ 64,359.62	\$ 66,290.41
\$ 73,698.90	\$ 74,435.89	\$ 75,180.25	\$ 75,932.05	\$ 76,691.37	\$ 77,458.28	\$ 78,232.87	\$ 79,015.20	\$ 79,805.35	\$ 80,603.40
\$ 828,307.03	\$ 851,682.27	\$ 875,744.02	\$ 900,512.73	\$ 925,009.47	\$ 952,255.93	\$ 979,274.44	\$ 1,007,088.02	\$ 1,035,720.35	\$ 1,065,195.86

Lake Park P3 PROJ Hotel, Restaurant, Marina Boat Storage

Year 60									
2074	2075	2076	2077	2078	2079	2080	2081	2082	2083
\$ 149,261.33	\$ 153,739.17	\$ 158,351.35	\$ 163,101.89	\$ 167,994.95	\$ 173,034.79	\$ 178,225.84	\$ 183,572.61	\$ 189,079.79	\$ 194,752.19
\$ 341,395.62	\$ 351,637.49	\$ 362,186.61	\$ 373,052.21	\$ 384,243.77	\$ 395,771.09	\$ 407,644.22	\$ 419,873.55	\$ 432,469.75	\$ 445,443.85
\$ 455,194.16	\$ 468,849.98	\$ 482,915.48	\$ 497,402.94	\$ 512,325.03	\$ 527,694.78	\$ 543,525.63	\$ 559,831.40	\$ 576,626.34	\$ 593,925.13
\$ 68,279.12	\$ 70,327.50	\$ 72,437.32	\$ 74,610.44	\$ 76,848.75	\$ 79,154.22	\$ 81,528.84	\$ 83,974.71	\$ 86,493.95	\$ 89,088.77
\$ 81,409.44	\$ 82,223.53	\$ 83,045.77	\$ 83,876.22	\$ 84,714.99	\$ 85,562.13	\$ 86,417.76	\$ 87,281.93	\$ 88,154.75	\$ 89,036.30
\$ 1,095,539.67	\$ 1,126,777.67	\$ 1,158,936.53	\$ 1,192,043.71	\$ 1,226,127.49	\$ 1,261,217.02	\$ 1,297,342.29	\$ 1,334,534.20	\$ 1,372,824.59	\$ 1,412,246.23

Lake Park P3 PROI Hotel, Restaurant, Marina Boat Storage

Year 70

2084	2085	2086	2087	2088	2089	2090	2091	2092	2093
\$ 200,594.75	\$ 206,612.59	\$ 212,810.97	\$ 219,195.30	\$ 225,771.16	\$ 232,544.29	\$ 239,520.62	\$ 246,706.24	\$ 254,107.43	\$ 261,730.65
\$ 458,807.16	\$ 472,571.38	\$ 486,748.52	\$ 501,350.97	\$ 516,391.50	\$ 531,883.25	\$ 547,839.75	\$ 564,274.94	\$ 581,203.19	\$ 598,639.28
\$ 611,742.88	\$ 630,095.17	\$ 648,998.02	\$ 668,467.96	\$ 688,522.00	\$ 709,177.66	\$ 730,452.99	\$ 752,366.58	\$ 774,937.58	\$ 798,185.71
\$ 91,761.43	\$ 94,514.28	\$ 97,349.70	\$ 100,270.19	\$ 103,278.30	\$ 106,376.65	\$ 109,567.95	\$ 112,854.99	\$ 116,240.64	\$ 119,727.86
\$ 89,926.66	\$ 90,825.93	\$ 91,734.19	\$ 92,651.53	\$ 93,578.05	\$ 94,513.83	\$ 95,458.97	\$ 96,413.56	\$ 97,377.69	\$ 98,351.47
\$ 1,452,832.89	\$ 1,494,619.35	\$ 1,537,641.41	\$ 1,581,935.97	\$ 1,627,541.01	\$ 1,674,495.68	\$ 1,722,840.28	\$ 1,772,616.31	\$ 1,823,866.52	\$ 1,876,634.97

Lake Park P3 PRO: Hotel, Restaurant, Marina Boat Storage

Year 80									
2094	2095	2096	2097	2098	2099	2100	2101	2102	2103
\$ 269,582.57	\$ 277,670.05	\$ 286,000.15	\$ 294,580.16	\$ 303,417.56	\$ 312,520.09	\$ 321,895.69	\$ 331,552.56	\$ 341,499.14	\$ 351,744.11
\$ 616,598.46	\$ 635,096.41	\$ 654,149.31	\$ 673,773.78	\$ 693,987.00	\$ 714,806.61	\$ 736,250.81	\$ 758,338.33	\$ 781,088.48	\$ 804,521.14
\$ 822,131.28	\$ 846,795.22	\$ 872,199.07	\$ 898,385.05	\$ 925,316.00	\$ 953,075.48	\$ 981,667.74	\$ 1,011,117.77	\$ 1,041,451.31	\$ 1,072,694.85
\$ 123,319.69	\$ 127,019.28	\$ 130,829.86	\$ 134,754.76	\$ 138,797.40	\$ 142,961.32	\$ 147,250.16	\$ 151,667.67	\$ 156,217.70	\$ 160,904.23
\$ 99,334.98	\$ 100,328.33	\$ 101,331.62	\$ 102,344.93	\$ 103,368.38	\$ 104,402.06	\$ 105,446.09	\$ 106,500.55	\$ 107,565.55	\$ 108,641.21
\$ 1,930,966.99	\$ 1,986,909.30	\$ 2,044,510.01	\$ 2,103,818.68	\$ 2,164,886.34	\$ 2,227,765.56	\$ 2,292,510.49	\$ 2,359,176.88	\$ 2,427,822.17	\$ 2,498,505.53

Lake Park P3 PROJ: Hotel, Restaurant, Marina Boat Storage

Year 90									
2104	2105	2106	2107	2108	2109	2110	2111	2112	2113
\$ 362,296.43	\$ 373,165.33	\$ 384,360.29	\$ 395,891.10	\$ 407,767.83	\$ 420,000.86	\$ 432,600.89	\$ 445,578.92	\$ 458,946.28	\$ 472,714.67
\$ 828,656.77	\$ 853,516.47	\$ 879,121.97	\$ 905,495.63	\$ 932,660.49	\$ 960,640.31	\$ 989,459.52	\$ 1,019,143.30	\$ 1,049,717.60	\$ 1,081,209.13
\$ 1,104,875.69	\$ 1,138,021.96	\$ 1,172,162.62	\$ 1,207,327.50	\$ 1,243,547.33	\$ 1,280,853.75	\$ 1,319,279.36	\$ 1,358,857.74	\$ 1,399,623.47	\$ 1,441,612.17
\$ 165,731.35	\$ 170,703.29	\$ 175,824.39	\$ 181,099.13	\$ 186,532.10	\$ 192,128.06	\$ 197,891.90	\$ 203,828.66	\$ 209,943.52	\$ 216,241.83
\$ 109,717.62	\$ 110,824.90	\$ 111,933.14	\$ 113,052.48	\$ 114,183.00	\$ 115,324.83	\$ 116,478.08	\$ 117,642.86	\$ 118,819.29	\$ 120,007.48
\$ 2,571,287.87	\$ 2,646,231.95	\$ 2,723,402.41	\$ 2,802,865.82	\$ 2,884,690.75	\$ 2,968,947.81	\$ 3,055,709.75	\$ 3,145,051.48	\$ 3,237,050.17	\$ 3,331,785.29

Lake Park P3 PROJ Hotel, Restaurant, Marina Boat Storage

Year 99									
2114	2115	2116	2117	2118	2119	2120	2121		Through 2021
									\$ 1,200,000.00
									\$ 3,000,000.00
\$ 486,896.11	\$ 501,503.00	\$ 516,548.09	\$ 532,044.53	\$ 548,005.86	\$ 564,446.04	\$ 581,379.42	\$ 598,820.80	\$ 616,785.43	\$ 19,509,633.01
\$ 1,113,645.41	\$ 1,147,054.77	\$ 1,181,466.41	\$ 1,216,910.40	\$ 1,253,417.71	\$ 1,291,020.25	\$ 1,329,750.85	\$ 1,369,649.38	\$ 1,410,732.68	\$ 45,761,455.37
\$ 1,484,860.54	\$ 1,529,406.36	\$ 1,575,288.55	\$ 1,622,547.20	\$ 1,671,223.62	\$ 1,721,360.33	\$ 1,773,001.14	\$ 1,826,191.17	\$ 1,880,976.91	\$ 61,015,273.82
\$ 222,729.08	\$ 229,410.95	\$ 236,293.28	\$ 243,382.08	\$ 250,683.54	\$ 258,204.05	\$ 265,950.17	\$ 273,928.68	\$ 282,146.54	\$ 9,152,291.07
\$ 121,207.56	\$ 122,419.63	\$ 123,643.83	\$ 124,880.27	\$ 126,129.07	\$ 127,390.36	\$ 128,664.26	\$ 129,950.91	\$ 131,250.42	\$ 8,181,791.92
									\$ 821,250.00
\$ 3,429,338.69	\$ 3,529,794.70	\$ 3,633,240.15	\$ 3,739,764.48	\$ 3,849,459.81	\$ 3,962,421.02	\$ 4,078,745.85	\$ 4,198,534.94	\$ 4,321,891.97	\$ 148,641,695.19

\$ 148,641,695.19

Schedule 1 – Ground Lease Terms

Hotel Component - Ground Lease Term Sheet

Landlord: Town of Lake Park, a municipal corporation of the State of Florida

Tenant: SPE No. 1 (to be created by Peter Baytarian prior to execution of Ground Lease).

1. **Premises:** TBP (Legal Description forthcoming)
2. **Commencement Date:** The Commencement Date shall be the date that the last party executes the Ground Lease Agreement.
3. **Term:** 99 Years.
4. **Use:** Tenant's use of the Property shall be subject to the Comprehensive Agreement by and between Town of Lake Park and Forest Development P3 LPM, LLC, dated _____.
5. **Access:** Tenant shall have access 24 hours per day, 7 days per week, 52 weeks per year to the Property.
6. **Operating Expenses:** Tenant shall be responsible for payment of all property taxes, utilities, water, and sewer charges throughout the Term.
7. **Right of First Refusal:** Tenant shall have an unconditional right of first refusal.
8. **Assignment:** Tenant shall have the right to assign the Lease, subject to Town's reasonable approval.
9. **Brokers:** None.
10. **Town Approval:** The Ground Lease shall be subject to approval by the Town Commission prior to execution.
11. **Rent.** Tenant shall pay rent to the Town in the amount set forth in Exhibit F to this Comprehensive Agreement.
12. **Removal of Improvements at End of Term.** At the Town's election, at the end of the Term, Tenant shall be responsible for removing any and all improvements made to the Premises during the Term.

Boat Storage Component - Ground Lease Term Sheet

Landlord: Town of Lake Park, a municipal corporation of the State of Florida

Tenant: SPE No. 2 (to be created by Peter Baytarian prior to execution of Ground Lease).

1. **Premises:** TBP (Legal Description forthcoming)
2. **Commencement Date:** The Commencement Date shall be the date that the last party executes the Ground Lease Agreement.
3. **Term:** 99 Years.
4. **Use:** Tenant's use of the Property shall be subject to the Comprehensive Agreement by and between Town of Lake Park and Forest Development P3 LPM, LLC, dated _____.
5. **Access:** Tenant shall have access 24 hours per day, 7 days per week, 52 weeks per year to the Property.
6. **Operating Expenses:** Tenant shall be responsible for payment of all property taxes, utilities, water, and sewer charges throughout the Term.
7. **Right of First Refusal:** Tenant shall have an unconditional right of first refusal.
8. **Assignment:** Tenant shall have the right to assign the Lease, subject to Town's reasonable approval.
9. **Brokers:** None.
10. **Town Approval:** The Ground Lease shall be subject to approval by the Town Commission prior to execution.
11. **Rent.** Tenant shall pay rent to the Town in the amount set forth in Exhibit F to this Comprehensive Agreement.
12. **Removal of Improvements at End of Term.** At the Town's election, at the end of the Term, the Tenant be responsible for removing any and all improvements made to the Premises during the Term.

Public Marina Component - Ground Lease Term Sheet

Landlord: Town of Lake Park, a municipal corporation of the State of Florida

Tenant: SPE No. 3 (to be created by Peter Baytarian prior to execution of Ground Lease).

1. **Premises:** TBP (Legal Description forthcoming)
2. **Commencement Date:** The Commencement Date shall be the date that the last party executes the Ground Lease Agreement.
3. **Term:** 99 Years.
4. **Use:** Tenant's use of the Property shall be subject to the Comprehensive Agreement by and between Town of Lake Park and Forest Development P3 LPM, LLC, dated _____.
5. **Access:** Tenant shall have access 24 hours per day, 7 days per week, 52 weeks per year to the Property.
6. **Operating Expenses:** Tenant shall be responsible for payment of all property taxes, utilities, water, and sewer charges throughout the Term.
7. **Right of First Refusal:** Tenant shall have an unconditional right of first refusal.
8. **Assignment:** Tenant shall have the right to assign the Lease, subject to Town's reasonable approval.
9. **Brokers:** None.
10. **Town Approval:** The Ground Lease shall be subject to approval by the Town Commission prior to execution.
11. **Rent.** Tenant shall pay rent to the Town in the amount set forth in Exhibit F to this Comprehensive Agreement.
12. **Removal of Improvements at End of Term.** At the Town's election, at the end of the Term, the Tenant be responsible for removing any and all improvements made to the Premises during the Term.

Marina Restaurant Component - Ground Lease Term Sheet

Landlord: Town of Lake Park, a municipal corporation of the State of Florida

Tenant: SPE No. 4 (to be created by Peter Baytarian prior to execution of Ground Lease).

1. **Premises:** TBP (Legal Description forthcoming)
2. **Commencement Date:** The Commencement Date shall be the date that the last party executes the Ground Lease Agreement.
3. **Term:** 99 Years.
4. **Use:** Tenant's use of the Property shall be subject to the Comprehensive Agreement by and between Town of Lake Park and Forest Development P3 LPM, LLC, dated _____.
5. **Access:** Tenant shall have access 24 hours per day, 7 days per week, 52 weeks per year to the Property.
6. **Operating Expenses:** Tenant shall be responsible for payment of all property taxes, utilities, water, and sewer charges throughout the Term.
7. **Right of First Refusal:** Tenant shall have an unconditional right of first refusal.
8. **Assignment:** Tenant shall have the right to assign the Lease, subject to Town's reasonable approval.
9. **Brokers:** None.
10. **Town Approval:** The Ground Lease shall be subject to approval by the Town Commission prior to execution.
11. **Rent.** Tenant shall pay rent to the Town in the amount set forth in Exhibit F to this Comprehensive Agreement.
12. **Removal of Improvements at End of Term.** At the Town's election, at the end of the Term, the Tenant be responsible for removing any and all improvements made to the Premises during the Term.

EXHIBIT F

RESOLUTION 95-11-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH RICHARD J. READE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lake Park, Florida (hereinafter “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 Commission voted to employ Richard J. Reade as the Town Manager on October 16, 2024, and;

WHEREAS, the Town Attorney has prepared an Employment Agreement; and

WHEREAS, the Town Commission has reviewed the Employment Agreement and approves of the same.

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

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

Section 2. The Town Commission hereby authorizes and directs the mayor to execute the Employment Agreement with Richard J. Reade, a copy of which is attached hereto and incorporated herein for reference.

Section 3. This Resolution shall become effective upon execution.

#5872483 v1 26508-00001

EXHIBIT G



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 22, 2025
Originating Department: Town Manager/Community Development
Agenda Title: Presentation - Marina P3 Project Quarterly Update - Forest Development

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

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
Town Attorney Memo dated October 3, 2025

Please initial one:

_____ Yes I have notified everyone
 RR/ND _____ Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park entered into a Marina P3 Project 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 the developer, Forest Development.

As a result, Forest Development will be providing their P3 Project Quarterly Update to the Town Commission (most recent update provided to the Town Commission on July 16, 2025).

Comprehensive Agreement Revisions & Deed Restrictions Update:

As information, Town Staff has been meeting with Forest Development on an as-needed basis since the last update to the Commission and these meetings have served to discuss 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), which was planned to be considered during their meeting in September 2025.

Note: Two (2) appraisals have been completed to date: 1. Partial modification valued at \$600K in August 2024 and 2. Full release of the deed restricted areas valued at \$10.425M in April 2025.

However, during the Town Commission's August 6, 2025 meeting, the Commission made the determination to not move forward with the Governor and Cabinet meeting and to put a pause on all pending permits associated with the Marina P3 Project to enable staff and the Town Attorney to work with the developer on amending the P3 Project Comprehensive Agreement, including the critical path that is significantly delayed.

Note: Since the Commission's last update in July 2025, the Freedom Boat Club, JetRide and the Forest Development sales office barge/model unit have been vacated from the State of Florida's deed restricted areas within the Marina and the State has been notified of these actions to ensure that the Town is now in compliance with the existing deed restrictions.

Additionally, the Town's P3 Project staff/attorney internal working group has continued to meet and is working to provide the developer with proposed changes to the existing Comprehensive Agreement so that it is more favorable to the Town, including longer-term financial contributions to the Town; clarification of decision making by the Town Commission regarding Town property (including determination of the property requested to be removed from the TIIF deed restrictions); ensuring that there are firm and consequential deadlines to complete the various components outlined within the Agreement; assurance that there is a clear understanding of the need for management and operating agreements – Marina, Public Spaces, Rights-of-Way, clarification that any delays and/or changes would require Town Commission approval to amend the Comprehensive Agreement; assurance that all financial statements must be provided at a specified time (eliminate the ambiguous periodic requirement); long-term maintenance funding; amending the ground leases terms, etc.

Staff had hoped to work with the developer through these issues during meetings and discussions; however, they were very strong in their conversation that the developer did not want to negotiate against themselves and required the Town to put our proposed changes in writing. Thus, we are proceeding with a full review of the Comprehensive Agreement to ensure that we have an agreement that, if agreed upon by both parties, would be more fair to the Town than what is currently in place.

Additionally, staff is pursuing the opportunity to work with a group that maintains significant experience with valuing marinas and surrounding properties to ensure that the Town receives/requests upfront and long-term funding that is fair for the use of this incredible Town property. Again, we had hoped to work with the developer on this issue through meetings and

discussions; however, it was outlined to the Town that we provide this request in writing. Thus, staff is now planning to recommend engaging with this firm to the Town Commission at a future meeting to bring them on to make the appropriate and fair financial determination for this property.

Thus, a request to amend and/or terminate the deed restrictions will not be included within the December 2025 Governor and Cabinet meeting (deadline was October 13, 2025) and this will need to move into 2026 (next available meeting will be in March 2026 with an advance deadline of around mid-January 2026).

The process of amending the Comprehensive Agreement assumes that the developer has an interest in amending the current Comprehensive Agreement and does not declare the Town in default. If this does occur, then the Town would be faced with making a similar decision based on the Attorney's understanding of the Agreement and the status of the project. To date, the developer's representatives have indicated that they would make additional changes; however, the proposal to make additional changes was later rescinded by the developer, and staff was instructed to put our requests in writing and the developer would respond.

Finally, the Town Attorney has requested that he and I attend a meeting with the developer's attorney (which required me to break away from the Florida Redevelopment Association (FRA) Conference). Since this agenda request form is being prepared ahead of this meeting with the developer's attorney, I am truly hopeful that the developer's position has changed and that they do have a real interest in sitting down with the Town and providing options that are geared towards working with us to improve the Town's financial and contractual position, while enabling them to continue to be successful within this project within a timeline that is upheld/met.

PUD Master Plan & Site Plan Update:

The proposed project's PUD Master Plan and the individual site plan applications were resubmitted by the developer at the end of June 2025. Staff provided initial/preliminary comments to the applicant as they were received and the Town Attorney recently provided additional comments (see attached Memo). Thus, final comments were issued to the applicant in early October 2025.

Due to the complexity of the proposed project components, the next steps will rely on the outcome of a possibly revised P3 Comprehensive Agreement, along with the potential for a Workshop with the Town Commission to ensure that the proposed redevelopment meets the Town's vision and needs, and is favorable to the Town (i.e., jobs, economic development benefits, community quality of life benefits, providing requisite public amenities and open spaces, etc.).

Master PUD/Site Plan Timeline – Submittals by Forest Development

Initial Submittal – December 18, 2023

Round 2 Resubmittal – April 17, 2024

Round 3 Resubmittal – June 12, 2024

Round 4 Resubmittal – September 27, 2024

Round 5 Resubmittal – June 17, 2025 (several open comments that require response from the

Developer)

Site Plan Applications

PODS A&B (Combined – Not in compliance with Comprehensive Agreement)

Initial Submittal – June 10, 2024

Round 2 Resubmittal – June 26, 2024

Round 3 Resubmittal – September 27, 2024

PODs C&D (Combined – Not in compliance with Comprehensive Agreement)

Initial Submittal – June 10, 2024

Round 2 Resubmittal – June 26, 2024

Round 3 Resubmittal – September 27, 2024

PODs A, B, C and D (Individual site plan submittals)

Resubmittal 4 – June 17, 2025 (several open comments that require response from the Developer)

Recommended Motion:

N/A

EXHIBIT H



P3 Timeline to get before the Governor and Cabinet for reverter and deed modification

From Larry Zabik <lzabik@zabikandassociates.com>
Date Wed 6/4/2025 4:17 PM
To Richard Reade <rreade@lakeparkflorida.gov>
Cc Peter Baytarian <peter@forestdevelopment.com>

Good afternoon Richard,

I am writing with a bit of frustration that I hope you can help resolve. As you may know, we have been trying for some time to get alignment with the Town of Lake Park with regard to a path forward desired by the developer under the Comprehensive Agreement to resolve the reverter issues with the DEP and TIFF (collectively, the "State"), pursuant to our Comprehensive Agreement. Last week we were to meet on this topic and several other critical issues, but the Town of Lake Park cancelled the meeting and as of the date of this email, it has not been rescheduled. I will be traveling for the next two weeks, so we need to get this matter resolved prior to my leaving.

Last year, the first appraisal that was completed for removal and/or modifications of restrictions to allow for development of the Lake Park Marina to effectuate the tenant's lease ("Reverter/Restriction Solution") resulted in a letter and an appraisal from the State indicating that the cost for inclusion of those uses would be \$600,000. Our development team, as you know, has agreed to pay that \$600,000 in order to move forward and obtain the Reverter/Restriction Solution from the State.

In prior discussions with Rebecca Bone at the Department of Environmental Protection, we understand that the staff processing time to get before the Governor and Cabinet, sitting as the TIFF Board, is approximately 10 weeks. The next Governor and Cabinet Meeting is September 16, 2025. We are and have been ready to proceed and are requesting that the Town of Lake Park advise the State that the Town of Lake Park and we are requesting their approval of the requested Reverter/Restriction Solution. Failure to meet this timeline, which as you know has already been delayed for about 6 months, will cost both of us considerably in terms of expense and lost opportunity to get the mutually beneficial development moving forward.

We strongly recommend having the Town of Lake Park advise the State of our intent to move forward based upon our suggested Reverter/Restriction Solution as soon as possible, but no later than the end of next week to keep us on track with the above schedule with the State (including the Governor and Cabinet meeting). The following is some suggested language for you to send to Mrs. Bone at Rebecca.Bone@FloridaDEP.gov requesting the State proceed with the application for our suggested Reverter/Restoration Solution:

"Good morning Mrs. Bone,

I am writing to follow up on the discussions that the Town of Lake Park has been having with the Department of Environmental Protection regarding the Lake Park Marina development and appropriate uses under deed and reverter restrictions.

We have been working closely with the developer who has agreed to pay the \$600,000 appraised value for removal of restrictions to the reverter and

modifications to the deeds that allow for the development as was presented in the P3 Development Program. We would like to begin the processing of this request in order to be placed on the agenda for the Governor and Cabinet/TIFF Meeting on September 16, 2025. Please let me know what additional information you will need from the Town of Lake Park. The Town of Lake Park is committed to adjusting the current marina use in the restricted area of the marina that has been objected to by the State (i.e., removal of the Boat Club & Barge located in the restricted area), so that we bring the marina into full compliance.

We appreciate your continued support and assistance. Please feel free to contact me if you have any questions and we look forward to working with you and the Department.

Respectfully,

Richard Reade
Town of Lake Park Town Manager"

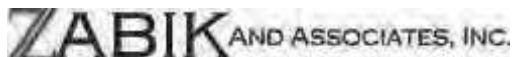
If there is any issue with the Town of Lake Park executing and delivering to the State the request for the Reverter/Restoration Solution along the lines set forth above by next week, it is imperative we speak to address any issues, so that such authorization is given by the Town of Lake Park to the State by next week.

Please feel free to call me if you have any questions. I am available on my cell at: 561-723-2623. We look forward to getting together again soon regarding our other planning and coordination items, but this is a critical item that needs to be addressed immediately.

Warm regards,

Larry

Larry Zabik



11398 Okeechobee Blvd., Suite 2
Royal Palm Beach, FL 33411
561.791.2468
561.791.8485 fax
ZabikandAssociates.com

EXHIBIT I



P3 Follow-up

From Liana M. Kozlowski <lkozlowski@shubinlawgroup.com>

Date Mon 6/16/2025 5:40 PM

To Liana M. Kozlowski <lkozlowski@shubinlawgroup.com>

----- Forwarded Message -----

From: Nadia DiTommaso <nditommaso@lakeparkflorida.gov>

To: Zabik Larry <lzabik@zabikandassociates.com>

Cc: Peter Baytarian <peter@forestdevelopment.com>; sam@forestdevelopment.com <sam@forestdevelopment.com>; Brian Terry <brianterry@insitestudio.com>; Richard Reade <rreade@lakeparkflorida.gov>; Bambi Turner <bturner@lakeparkflorida.gov>; David Harden (dtharden3@netzero.net) <dtharden3@netzero.net>; Jason Tenney <jtenney@lakeparkflorida.gov>; Barbara Gould <bgould@lakeparkflorida.gov>; Janet Perry <jperry@lakeparkflorida.gov>; Baird, Thomas J. <tbaird@jonesfoster.com>; Anders Viane <aviane@lakeparkflorida.gov>; Karen Golonka <kgolonka@lakeparkflorida.gov>; Elizabeth Jimenez <ejimenez@lakeparkflorida.gov>

Sent: Friday, June 6, 2025 at 01:45:35 PM EDT

Subject: P3 Follow-up

Good afternoon Larry and Team-

I am following up with you on some questions you emailed us about, as well as on our virtual meeting last week (May 27, 2025 at 10am) on the status of the Town's proposed amendments to the P3 Comprehensive Agreement, as well as the amendments to the Deed Restrictions within the marina area (note: the hotel site does not maintain deed restriction concerns). As you know, the Town Manager was attending a conference last week and could not participate in the meeting and the Town Attorney could not attend either, therefore, there were several items we needed to discuss internally for direction before we could get back to you.

Our staff team met internally yesterday and wanted to send a quick note to ensure that the Forest team is aware that prior to moving forward regarding the path forward with the State on the deed restrictions and possibly requesting a third (3rd) appraisal, or to possibly see if there is an opportunity to segregate the uses within the Marina that are in conflict with the deed restrictions into an unrestricted area, we are intending to issue a Request for Qualifications (RFQ). This RFQ will be in accordance with the Town's procurement policy and state law. The intent of the RFQ is to bring onboard a Marina/Coastal Engineering firm and an Economist/Market Analyst with financial planning and fiscal impact experience, and possibly a Planning Consultant who is experienced with large scale Marina P3 redevelopment initiatives to complement our existing staff. This is being done to ensure that the Town gathers a strong, complementary team of professionals to confirm the proposed uses and components will best serve the Town's financial goals and/or to develop an alternate configuration (and financial streams) pursuant to feedback from the Town Commission and our community. We believe this additional Town Commission and community feedback is a critical component to ensuring that we develop a project that meets the needs and affordability of our community and of the public Marina, along with the community character and economic growth of the Town. Additionally, this process (and our new team members as outlined above) will also allow the Town to determine if there is a need/desire to proceed forward with the most recent appraisal and remove all deed restrictions from all aspects of the Marina area. The cost for these additional team members will be determined through the RFQ process.

We anticipate the RFQ solicitation and award process can take up to 60 days and that the implementation of the scope of services can then take approximately 90 days. Understanding that these costs are yet to be determined.

it is our expectation that these additional services and costs will be reimbursed by Forest Development. As provided in both the Town's P3 Comprehensive Agreement and state law, we are requesting Forest Development's confirmation that these expenditures will be reimbursed to the Town by Forest Development as the Town's P3 partner.

Additionally, it appears that the Forest Development's critical path/timeline to receive requisite planning approvals (i.e. the Master PUD and individual site plans for the various components as outlined in the comprehensive agreement) and to begin design/engineering and construct/complete the P3 Project (as outlined within the P3 Comprehensive Agreement and most recently represented to the Town Commission during the last public project update on December 18, 2024) is significantly delayed (along with other required submittals and/or benchmarks that were required to be completed/provided), and is outside of the cure period as provided within the approved Comprehensive Agreement. Thus, we will need to include the discussion/negotiation of a new critical path (to ensure that the projects/individual components are completed in a timely manner) with our planned discussion to amend the Comprehensive Agreement.

Also, throughout the previously discussed process to amend the Comprehensive Agreement (dating back to our in-person meeting discussions on February 12, 2025) and the need to develop a new project timeline, we wanted to be sure that Forest Development is aware that the Town will look to revisit the vision and planned use of each component of the project. This will include, in part:

- ➔ *potential reconfiguration of the Marina and potential recovery of lost revenues, ensuring sufficient convention area space is included within the proposed Hotel;*
- ➔ *a closer review of the proposed bridge and automated parking facility and hotel rooms over public Right-of-Way, etc.) to determine their viability and overall aesthetic within a public marina area and most importantly, consistency with the comprehensive agreement; along with financial opportunities that may be available to the Town;*
- ➔ *clearly define responsibilities of both the Town and Forest Development and/or their partners (including, but not limited to, administration/management and maintenance of the Marina, as well as the reconfigured area, and the dry boat storage, common areas and/or public Rights-of-Way, end of project/term maintenance costs/requirements, administration/management and maintenance of the proposed public park on top of the proposed dry boat storage facility, submittal and approval of all project permits). As an added note, the event space and/or amenities for the hotel should be on or within the hotel component. Public park/open space area should be well positioned and accessible to the public, not within the hotel space; and adequate conference space to service larger conferences should be considered.*
- ➔ *an understanding of all permits requested and the approval process provided to make the previously submitted permit requests, including permit review extensions, approval of potential grant funding opportunities, understanding and approval of the current partnerships and financial support that Forest Development has engaged in and/or are planning to engage/partner with for this P3 project, etc.) to ensure that the path forward for the proposed P3 project is a sustainable one for the Town and Marina and Forest Development while ensuring that we are meeting the needs of our Town's community (not only the general public as defined by various state of Florida agencies, including Florida Inland Navigation District, FIND).*

Please note that the Town maintains a strong desire to adequately ensure that the Town's community interest and character, along with the Commission's direction on the uses within each component of the proposed P3 project are incorporated into any proposed project plans that are developed/amended going forward. We believe that by bringing in the proper professional consulting expertise/firms to assist in the development of the planned, proposed amendments to the Comprehensive Plan will be prudent and will ensure that the Town's long term economic and community impacts will be sustained and contribute to the overall growth, and retain the community character of the Town of Lake Park. Please also refer to the Town Attorney's email/letter to Attorney Kang which requests that Forest identify the "partners" for each component and provide written documentation/agreements of such partnerships for the Town's knowledge and review. Please also be advised that as we move through the RFQ

process and site plans are revised to meet the requirements of the Comprehensive Agreement, these should be submitted in advance of any future community workshop that is established so that they can be reviewed by the Town.

Item 9.

Further, we believe that, going forward, there should be improved transparency and outreach to our residential and business community to ensure that the Town is apprised of the status of this project (with regard to the initial and the revised project schedules) as well as any proposed amendments to the Comprehensive Agreement and/or site plan component projects. We believe that this may be started/done through a workshop with the Town Commission and our community at a date that works best for Forest Development and the Town (most likely after initial discussions begin with our revised project team, and after the proposed amendments to the Comprehensive Agreement that both Forest Development and the Town intend to request/consider).

To recap, the Town anticipates the “next steps” as follows:

1. Our project manager, David Harden, will develop an RFQ to solicit marina/coastal engineering consultant services to review our existing agreements and develop an outreach plan to engage the Town Commission and community so as to ensure our existing agreements/proposals are in line with the vision of the Town Commission and the community, and favor the operation and functionality of the Town-managed Marina moving forward. (as indicated above, we anticipate the solicitation and award process can take up to 60 days and the scope of services approximately 90 days). The Town may be required to issue other RFQ's, Request for Proposals (RFP's) and/or Invitation to Bids (ITB's) for the remainder of our project Team. Bringing these professional experts on to the Town's Team (reimbursed by the P3 developer) is expected to result in more defined amendments to the Comprehensive Agreement and critical path.
2. Concurrently with Step #1 above, the Town will notify the State that the Town acknowledges the three (3) current uses within the Town's Marina are not in accordance with our current deed restrictions (i.e., Forest Development's barge/model unit, Freedom Boat Club and JetRide Boat Club), and that the Town may need additional time to bring them into compliance (we intend to request up to 6 or 8 months) to develop a plan that either addresses, or proposes to remove each of the uses during the discussion/approval of amendments to the Comprehensive Agreement and the critical path for the Town's P3 project, which is a state recommended option of new development. In the interim, the Town will not renew any new lease agreements/extensions for any of the existing uses going forward and will permit each of the uses to remain at the Marina a month-to-month lease agreement (subject to immediate removal based on the determination of either the state of Florida and/or the Town of Lake Park). Please note that the Town has previously been notified by the Florida Department of Environmental Protection (FDEP) that the state will not consider any amendments to existing deed restrictions if there are conflicts with the deed restrictions. The FDEP will only proceed with a request to amend/remove deed restrictions by the Town following confirmation by FDEP that all conflicts with the current deed restrictions have been addressed (either through a commitment to pay their proportionate share in value or be removed). This may also be discussed during the Comprehensive Agreement amendment process between the Town and Forest Development. Further, we are hopeful that the FDEP will provide time (as provided above) to resolve the conflicts; however, during our virtual conversation with FDEP previously on May 8, 2025, we were notified that all three of the existing conflicts may be required to be removed and that they need to be addressed as soon as possible and prior to the restrictions being acted upon.
3. Finally, while the Town's Community Development Department is open to reviewing previously provided project proposals/site plan comments (latest comments provided from October through December 2024) and/or additional project proposals/plans regarding the Master PUD and/or site plans outside of the Developer's submittal requirements/benchmarks that have not yet been met at this time (as outlined within the approved Comprehensive Agreement as well as proposed amendments to the Comprehensive Agreement, including, but not limited to, submittal of a Master PUD and four (4) separate site plans, provision of developer financials, etc.). Please note that many of the proposed project approvals are

significantly delayed at this point. For example, the project's Master PUD has not been approved and the hotel and Marina were planned to begin construction in March 2025 and this has not occurred. In addition, the hotel does not maintain any concerns with the state's deed restrictions and could have pursued approval and began construction at any time following approval of the ground lease by the Town Commission. However, the Marina site maintains a number of concerns that are not in line with the existing critical path/timeline. To date, there have not been any formal requests to amend the P3 Project's critical path/timeline in accordance with the approved Comprehensive Agreement. It should be further noted that the Town has completed all previous reviews as a courtesy to the Developer provided that the various conflicts with the Comprehensive Agreement were resolved.

While the Master PUD and site plan resubmittals remain outstanding and the conflicts with the Comprehensive Agreement remain open, the Town remains committed to working to move forward with this project. In addition, the Community Development Department will commit to reviewing all submitted documentation/plans as a courtesy, provided that the Developer remains committed to the intent of the current Comprehensive Agreement and works to support the proposed Comprehensive Agreement amendment process concurrently. Additionally, please note that due to conflicts with the Comprehensive Agreement (as outlined above and through our various discussions and E-mails over the past 6+ months), the Town's review of any proposals/plans will not be able to result in an approval until all of the concerns and/or submittal requirements (as outlined within the P3 Comprehensive Agreement) are met. In addition, and pursuant to the above, the Town has decided to pursue additional visioning, review and outreach through an RFQ process and this will need to occur first as well. Further, it should be noted that any review of proposals/plans may be required to be changed pursuant to the outcome of the above steps and/or amendments to the Comprehensive Agreement and/or critical path/timeline.

I realize I have provided a lot of information within a single E-mail on behalf of the Town, and I thank you and the entire Forest Development team in advance for your time in reviewing it.

We look forward to hearing back from you and/or the Forest Development team regarding the proposed Comprehensive Plan Amendment and/or the development of a new critical path/timeline process. As mentioned earlier, you may contact the Town should you have any questions and/or require additional information related to this E-mail.

Thank you.

Regards,

Nadia Di Tommaso, FRA-RP, LEED Green Associate

Community Development Director

Town of Lake Park, Community Development Department

535 Park Avenue

Lake Park, FL 33403

Phone: (561) 881-3319

Fax: (561) 881-3323

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

EXHIBIT J

JOINT APPLICATION FOR INDIVIDUAL AND CONCEPTUAL ENVIRONMENTAL RESOURCE PERMIT/ AUTHORIZATION TO USE STATE-OWNED SUBMERGED LANDS/ FEDERAL DREDGE AND FILL PERMIT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION/
WATER MANAGEMENT DISTRICTS/
U.S. ARMY CORPS OF ENGINEERS

Effective October 1, 2013



**US Army Corps
of Engineers®**

INSTRUCTIONS FOR USE OF THIS FORM:

This form is designed to assist you in submitting a complete application. All applications must include Section A-General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities, and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbook Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C. and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

What Sections of the Application Must I Fill Out?

Does the project involve....	Section							
	A- General Information	B- Single Family Projects	C- Wetlands and other Surface Waters	D- Structures or Works in Surface Waters	E- Stormwater Management System	F- State-owned Submerged Lands	G- Mitigation Banks	H- Mines
Fill in wetlands or waters for a single family residence?	X	X						
Docks, shoreline stabilization, seawalls associated with a single family residence?	X	X				X, if applicable		
Wetland impacts (other than associated with an individual residence)?	X		X					
Boating facilities, a marina, jetty, reef, or dredging?	X		X	X		X if applicable		
Any work on state owned submerged land?	X		X			X		
Construction of a stormwater management system?	X		X, if applicable		X			
Constructing a mitigation bank?	X		X		X, if applicable		X	
Creating a mine?	X		X, if applicable					X

Note- if you are required to provide Section B, then you do not have to provide any other Sections, unless the activities are on state-owned submerged lands. In that case, Section F will also be required.

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).

Section A: General Information for All Activities

PART 1: NAME, APPLICATION TYPE, LOCATION, AND DESCRIPTION OF ACTIVITY

A. Name of project, including phase if applicable:

B. This is for (check all that apply):

- ☐ Construction or operation of **new** works, activities and/ or a stormwater management system
- ☐ **Conceptual Approval** of proposed works, activities and/ or a stormwater management system
- ☐ Modification or Alteration of **existing** works activities and / or a stormwater management system.
Provide the existing DEP or WMD permit #, if known: _____ Note: Minor modifications do not require completion of this form, and may instead be requested by letter.
- ☐ **Maintenance or repair** of works, activities and/ or stormwater management system previously permitted by the DEP or WMD Provide existing permit #, if known: _____
- ☐ Abandonment or removal of works, activities and/ or stormwater management system
Provide existing DEP or WMD permit #, if known: _____
- ☐ Operation of an **existing unpermitted** stormwater management system.
- ☐ Construction of additional phases of a permitted work, activity and/ or stormwater management system.
Provide the existing DEP or WMD permit #, if known: _____

C. **List the type of activities proposed. Check all that apply, and provide the supplemental information requested in each of the referenced application sections. Please also reference Applicant's Handbooks I and II for the type of information that may be needed.**

- ☐ Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a General Permit: **Provide the information requested in Section B. Do not complete Section C.**
- ☐ Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual residence). *Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, restoration/enhancement.* **Provide the information requested in Section C.**
- ☐ Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**
- ☐ Activities that are (or may be) located within, on or over state-owned submerged lands (See Chapter 18-21, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>): **In addition to Section B or C, also provide the information requested in Section F**

- ☐ Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**
- ☐ Creation or modification of Mitigation Bank (refer to Chapter 62-342, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342>): **Provide the information requested in Section G.**
- ☐ Mines (as defined in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**
- ☐ Other, describe:
Please contact the Agency to determine which additional sections of the application are need.
See Attachment 1 for Agency contacts.

D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit:

- E. For activities in, on, or over wetlands or other surface waters, check the type of federal dredge and fill permit requested (if known): ☐ Individual ☐ Programmatic General permit #:
☐ General ☐ Nationwide permit #: ☐ Not Applicable ☐ Not sure

- F. Project/Activity Street/Road Address or other location (if applicable):

City: County(ies): Zip:

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

- G. Project location map and Section, Township, and Range information (use additional sheets if needed):

Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.

Section(s): Township: Range: Land Grant name, if applicable:
Section(s): Township: Range:
Section(s): Township: Range:

- H. Latitude (DMS) ° ' " Longitude (DMS) ° ' " (Taken from central location of the activity). Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource):

- I. Tax Parcel Identification Number(s):

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

- J. Directions to Site (from major roads; include distances and landmarks as applicable):

- K. Project area or phase area: acres

L. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge:

The following questions (M-O) are not applicable to activities related to a single-family residence, including private single-family residential docks, piers, seawalls or boat ramps.

M. Is it part of a larger plan of development or sale? ☐ yes ☐ no

N. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable):
 acres or square feet

O. Volume of water the system is capable of impounding (if applicable): acre-feet.

PART 2: SUPPLEMENTAL INFORMATION, AND PERMIT HISTORY

- A. Is this an application to modify an existing Environmental Resource Permit, or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? ☐ Yes ☐ No *If you answered "yes", please provide permit numbers below:*

AGENCY	DATE	PERMIT/APPLICATION NO.	PROJECT NAME

- B. Indicate if there have been any **pre-application meeting(s)** or other discussions about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

AGENCY	DATE	LOCATION	MEETING ATTENDEES

- C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H.** However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities.
- D. Processing Fee: **Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Attachment 3 to determine the appropriate fee.

PART 3: APPLICANT AND ASSOCIATED PARTIES INFORMATION

Instructions: Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3 (d) of Applicant's Handbook Volume I. Please attach evidence of sufficient real property interest over the land upon which the activities subject to the application will be conducted, including mitigation (if applicable). Refer to Section 4.2.3 (d) for acceptable ownership or real property interest documentation. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

A. APPLICANT (ENTITY MUST HAVE SUFFICIENT REAL PROPERTY INTEREST)			
<input type="checkbox"/> THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION			
Name: Last:		First:	Middle:
Title:		Company:	
Address:			
City:		State:	Zip:
Home Telephone:		Work Telephone:	
Cell Phone:		Fax:	
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>			
B. LAND OWNER(S) (IF DIFFERENT OR IN ADDITION TO APPLICANT)			
<input type="checkbox"/> CHECK HERE IF LAND OWNER IS ALSO A CO-APPLICANT			
Name: Last:		First:	Middle:
Title:		Company:	
Address:			
City:		State:	Zip:
Home Telephone:		Work Telephone:	
Cell Phone:		Fax:	
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>			
C. OPERATION AND MAINTENANCE ENTITY (see Applicant's Handbook I, Section 12.3)			
Entity Name:		Contact: Last:	First: Middle:
Title:		Company:	
Address:			
City:		State:	Zip:
Home Telephone:		Work Telephone:	
Cell Phone:		Fax:	
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>			

D. CO-APPLICANT (IF DIFFERENT OR IN ADDITION TO APPLICANT AND OWNER)

Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		

E. ENGINEERING CONSULTANT ☐ THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION

Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		

F. ENVIRONMENTAL CONSULTANT ☐ THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION

Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		

G. AGENT AUTHORIZED TO SECURE PERMIT (IF DIFFERENT FROM CONSULTANT)☐ **THIS IS A CONTACT PERSON FOR ADDITIONAL INFORMATION**

Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:	Fax:	
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: <input type="checkbox"/>		

If necessary, please add additional pages for other contacts and property owners related to this project.

PART 4: SIGNATURES AND AUTHORIZATION TO ACCESS PROPERTY

Instructions: For multiple applicants please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real property interest (see Section 4.2.3 (d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant or Applicant's Authorized Agent	Signature of Applicant or Applicant's Authorized Agent	Date
---	--	------

(Corporate Title if applicable)

B. CERTIFICATION OF SUFFICIENT REAL PROPERTY INTEREST AND AUTHORIZATION FOR STAFF TO ACCESS THE PROPERTY:

I certify that:

☐ ***I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, I agree to provide entry to the project site for such agents or personnel to monitor and inspect permitted work if a permit is granted.***

OR

☐ I represent an entity having ***the power of eminent domain and condemnation authority***, and I/we shall make appropriate arrangements to enable staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the property as described above.

Typed/Printed Name	Signature	Date
--------------------	-----------	------

(Corporate Title if applicable)

C. DESIGNATION OF AUTHORIZED AGENT (IF APPLICABLE):

I hereby designate and authorize _____ to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and / or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

_____	_____	_____
Typed/Printed Name of Applicant	Signature of Applicant	Date

(Corporate Title if applicable)

(9.25.13)

EXHIBIT K

Monday, December 15, 2025 at 09:15:06 Eastern Standard Time

Subject: FW: 50-220311-004-EI Lake Park Marina
Date: Wednesday, December 3, 2025 at 12:12:23 PM Eastern Standard Time
From: Lee Feldman
To: Hannah Stevenson
Attachments: image001.jpg

FYI

Lee R. Feldman

From: Richard Reade <rreade@lakeparkflorida.gov>
Date: Monday, December 1, 2025 at 10:35 AM
To: Geneva.Alpert@FloridaDEP.gov <Geneva.Alpert@FloridaDEP.gov>, Bone, Rebecca <rebecca.bone@floridadep.gov>, Richardson, Brad <brad.richardson@floridadep.gov>
Cc: Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>, Larry Zabik <lzabik@zabikandassociates.com>, Raymond E. Graziotto <raymond@skholdings.com>, Mark Bolchoz <mbolchoz@bmainc.co>, Peter Baytarian <peter@forestdevelopment.com>, Nick Raines <nraines@bmainc.co>, Lee Feldman <lfeldman@theeuclidgrp.com>, TBaird@jonesfoster.com <TBaird@jonesfoster.com>, Vivian Mendez <vmendez@lakeparkflorida.gov>, Town Clerk <townclerk@lakeparkflorida.gov>
Subject: RE: 50-220311-004-EI Lake Park Marina

Good morning Ms. Geneva.

My name is Rich Reade and I serve as the Town Manager for the Town of Lake Park. I am following up from your November 24, 2025 E-Mail regarding the Town's decision on proceeding forward with our modification/termination of the existing State Deed Restrictions within the Town's Marina.

At this time, the Town Commission has only made a decision to pause our request regarding a change to the current deed restrictions; and, as a result, has not made a determination to not proceed forward with requesting a change in the current deed restrictions. My staff and I have been working directly with Ms. Bone and Mr. Richardson on this request...

I hope this proves helpful.

Finally, going forward, if possible, please direct all inquiries and/or requests for information regarding this request to either myself, our Community Development Director, Ms. Nadia DiTommaso and/or our Town Attorney, Mr. Tom Baird as we are the official representatives related to this request and Town property.

Thank you and we appreciate all of your assistance...

Have a great day.

Richard J. Reade
Town Manager
Town of Lake Park, Florida

Tel: 561.881.3304
E-Mail: rreade@lakeparkflorida.gov

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

From: Mark Bolchoz <mbolchoz@bmainc.co>
Sent: Monday, December 1, 2025 9:43 AM
To: Richard Reade <rreade@lakeparkflorida.gov>
Cc: Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>; Larry Zabik <lzabik@zabikandassociates.com>; Raymond E. Graziotto <raymond@skholdings.com>; Peter Baytarian <peter@forestdevelopment.com>; Nick Raines <nraines@bmainc.co>; Lee Feldman <lfeldman@theeuclidgrp.com>
Subject: FW: 50-220311-004-El Lake Park Marina

Some people who received this message don't often get email from mbolchoz@bmainc.co. [Learn why this is important](#)

Mr. Reade-

Please see the email below from our FDEP reviewer. They are inquiring if we will be withdrawing the marina renovation application before the Dec 5 deadline.

Please note that if we do not formally withdraw the application before the deadline, the state will formally deny the application.

Please advise at your earliest convenience. Thank you.

Mark

Mark Bolchoz, P.E.
President
Bolchoz Marine Advisors, Inc.
561-315-3318

From: Nick Raines <nraines@bmainc.co>
Sent: Tuesday, November 25, 2025 11:13 AM
To: Mark Bolchoz <mbolchoz@bmainc.co>; Ross Sanford <rsanford@bmainc.co>
Subject: FW: 50-220311-004-El Lake Park Marina

Any word from the team or town?

From: Alpert, Geneva <Geneva.Alpert@FloridaDEP.gov>

Sent: Monday, November 24, 2025 11:51 AM
To: Nick Raines <nraines@bmainc.co>
Subject: RE: 50-220311-004-El Lake Park Marina

Good afternoon,

I wanted to reach out and see if you had the chance to speak with the applicant and withdrawing?

Thank you,



Geneva Alpert

Environmental Consultant

Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
Geneva.Alpert@FloridaDEP.gov
(561) 681-6737

The Department of Environmental Protection values your feedback as a customer. Please take a few minutes to comment on the quality of service you received by completing the DEP Customer Survey.

EXHIBIT L

August 13, 2025

VIA ELECTRONIC & FED-EX
OVERNIGHT DELIVERY

Mr. Richard Reade, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
rreade@lakeparkflorida.gov

RE: Notice to Town of Lake Park (the “Town”) Regarding its Obligations to Perform Under that Certain Comprehensive Agreement Entered into by and between the Town and Forest Development P3 LMP, LLC (“Developer”) on or about August 2, 2023 (the “Effective Date”) (the “Comprehensive Agreement” or the “Agreement”)¹

Dear Mr. Reade:

As you know, this firm represents the development team leading the ongoing effort to redevelop the Lake Park Harbor Marina Property in accordance with the above-referenced Comprehensive Agreement. Two years into their performance under that Agreement, the team remains committed to proceeding with the plans on file with the Town and working with the Town to secure all government approvals required to effectuate various components of the Project contemplated by the Agreement.

We believed the Town also shared in this commitment and was taking all necessary steps to fulfill its corresponding obligations under the Agreement, including requesting that the State’s Board of Trustees of the Internal Improvement Trust Fund (“TIITF”) remove certain deed restrictions and reverter clauses necessary for the Developer to proceed with the Project. Indeed, based on our recent meetings with you, the Town Attorney, and development staff, we fully expected that this application to TIITF would be considered at the September 16, 2025 Meeting of the Governor & Cabinet. Unfortunately, the Town Commission’s vote on August 6, 2025 to postpone the submittal of the required application to TIITF is at odds with the Administration’s repeated representations to the Developer and casts serious doubt on the Town’s intentions to proceed under the Comprehensive Agreement in good faith.

While we hope that the Commission will be properly advised of the Town’s obligation to move forward with requesting the deed restrictions and reverter clauses be released on September 16th, in an abundance of caution, we hereby advise the Town that if left uncured, the Town Commission’s actions on August 6th constitute a material violation of the Agreement.

¹ Capitalized terms used in this letter but not defined herein shall have the same meaning as set forth in the Comprehensive Agreement.

Under Section 17.4 of the Agreement, the Developer is required to provide the Town with written notice if the Town “fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by the Town”

Accordingly, we wish to bring your attention to the following provisions of the Comprehensive Agreement, which clearly and unambiguously require the Town to proceed with its application to the state:

AGREEMENT PROVISIONS PERTAINING TO TOWN’S MATERIAL BREACH

* * *

Article 8. Government Approvals.

8.1 Government Approvals. As soon as practicable, the Developer shall submit to the Town for its review and approval, all copies of all applications necessary to develop each Component of the Project as may be required by all Governmental Authorities. The Town as the owner of the Property hereby agrees to execute and deliver to the Developer, all authorizations to submit applications to facilitate the Developer’s obtaining all necessary Government Approvals to develop the Project. If this Agreement is terminated, Developer shall withdraw all of its pending applications to Governmental Authorities with respect to its applications for Governmental Approvals, and to terminate all agreements which have been entered into for the purposes of the development of the Project. This obligation shall survive termination of this Agreement.

8.2 Reverter Clauses. The Developer and the Town shall work together to obtain any necessary approvals from the Trustees of the Internal Improvement Fund to release and/or revise the Reverter Clauses described herein below to allow for the development of any or all parcels for any of the Components within the Project which are subject to said Reverter Clauses. There are at least ten (10) prior vesting deeds for the Parcels containing certain Reverter clauses, easements, Trustees of the Internal Improvement Fund (“**TIIF**”) restrictions, a breakwater easement and other restrictions (collectively the “**Deed Restrictions and Reverter Clauses**”). For illustrative purposes only, the Deed Restrictions and Reverter Clauses are shown on the Overlay Plan attached hereto as **Exhibit D**. The Town, as fee simple owner, has agreed to work diligently with the Developer and the Developer's professionals to be engaged to resolve the Deed Restrictions and Reverter Clauses. The Town, the Developer, and the Developer’s professionals will work cooperatively to obtain deletions and/or modifications of the Deed Restrictions and Reverter Clauses with the State of Florida, the Department of Environmental Protection, and TIIF to release and remove the Deed Restrictions and Reverter Clauses to allow the development of the Project, in compliance with this Agreement, and without violating and/or triggering the Deed Restrictions and Reverter Clauses. Developer shall direct the Developer's professionals it engages for this task to cooperate with and assist the Town in the Parties’ efforts to remove,

terminate, and modify the Deed Restrictions and Reverter Clauses as may be required to construct the Project. Any and all of the commencement dates contemplated in this Agreement, including, but not limited to, any obligations of the Developer reference in the Critical Path and the commencement of the Ground Lease, shall not start until the earlier of (i) the date of the modification or termination of the Deed Restrictions and Reverter Clauses to the Town and Developer's reasonable satisfaction, or (ii) the date that the Developer notifies the Town that it intends to proceed with the Project even if the Deed Restrictions and Reverter Clauses are not fully terminated (the "**Commencement Date**"). In the event the Deed Restrictions and Reverter Clauses cannot be terminated to the satisfaction of either Party, then Developer shall have the right to seek amendments to this Agreement in accordance with Article 39 herein, including, but not limited to, modifying the timeline for the development of one or more of the Components referenced in the Critical Path. Notwithstanding anything to the contrary contained herein, the Parties hereby agree and acknowledge that if a certain Component of the Project cannot be developed due to the Deed Restrictions and Reverter Clauses, it is the intent of the Parties to exercise reasonable efforts to proceed with the remaining Components of the Project as contemplated by this Agreement.

(emphasis added).

Article 10. Project Timeline/Critical Path.

Critical Path.

...

- (d) The Town shall cooperate with the Developer in processing all necessary Government Approvals, including removal of Deed Restrictions and Reverter Clauses on subject parcels to be issued by the Town, and to the extent necessary support the Developer's application to other applicable Governmental Authorities. The Parties recognize that certain Government Approvals may require the Town to take certain governmental actions.

(emphasis added).

Article 14. Town Obligations.

In connection with this Agreement and the Project, the Town has agreed to:

- (a) As more fully set forth in Article 8.2., work with the Developer to cause the release, removal, and/or modification of the Deed Restrictions and Reverter Clauses so that the development of the Project as contemplated herein will not violate nor trigger any of the Deed Restrictions and Reverter Clauses;

- (b) Authorize the Developer to submit applications on behalf of the Town and take necessary actions on behalf of the Town, with the Town Commission's consent and approval, to address the Deed Restrictions and Reverter Clauses;
- (c) Use its best efforts to facilitate an expeditious review of all permits and applications required by the Town;
- (d) Provide Developer with copies of existing leases, contracts, employment contracts, the collective bargaining agreements of the Marina employees and members, and other contracts and agreement pertaining to the operations of the Marina that are currently in effect;
- (e) Exercise best efforts to provide resources to advocate at the state, local, and federal levels for policies, programs, and funding that may benefit and support the Project; and
- (f) Use its best efforts to render the Development Order(s) for the Project.

In the event that the Town Commission fails to render a Development Order(s) for any Component of the Project, the Developer and the Town shall exercise reasonable efforts to amend this Agreement in accordance with Article 39.

(emphasis added).

Article 39. Further Assurances.

The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents and amendments as may be reasonably necessary to effectuate the provisions of this Agreement, including, but not limited to, this Agreement, the Critical Path, and the Ground Leases, provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the Town's police power or actions of the Town when acting in a quasi-judicial capacity.

(emphasis added).

* * *


To the extent that the Town Commission, Town staff, or members of the community were uncertain about the finality of the negotiations between the Town and the Developer and the existence of a fully-executed Agreement between the parties, we hope that this letter provides clarity regarding the terms of the Agreement and the Town's obligations to proceed with an application to the state on September 16th.

The development team looks forward to the Town's acknowledgement of our client's rights so that they can proceed with their payment obligations to the Town, including those obligations set forth in Section 15.3(c) of the Agreement, which provides as follows:

Project Assessment Fee. Subject to the Deed Restrictions and Reverter Clauses being removed or modified to Developer's satisfaction and this Agreement not otherwise being terminated, the Developer agrees to pay the Town a one-time Assessment Fee in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) on the one (1) year anniversary of the Effective Date of this Agreement. The Developer shall pay the fee in equal amounts of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for each of the four (4) Components of the Project.

While fully reserving all rights and remedies under the Comprehensive Agreement, we remain readily available to discuss these matters further and work with the Town to reach a resolution within the 30-day cure period, which will expire on September 12, 2025.

Sincerely,



John K. Shubin
Liana M. Kozlowski
For the firm

cc: Thomas J. Baird, Town Attorney (tbaird@jonesfoster.com)
Peter Baytarian (peter@forestdevelopment.com)
Nadia DiTommaso, Community Dev. Director (nditommaso@lakeparkflorida.gov)
Lee Feldman (lfeldman@theeuclidgrp.com)
Raymond E. Graziotto (raymond@skholdings.com)
Barry Somerstein (barry.somerstein@gmlaw.com)
Larry Zabik (lzabik@zabikandassociates.com)

bcc: Town Mayor & Commission

EXHIBIT M

August 28, 2025

VIA ELECTRONIC MAIL (jshubin@shubinlawgroup.com)

John K. Shubin, Esq.
Shubin Law Group, P.A.
100 SE 2nd St., Suite 4020
Miami, FL 33131

Re: *Lake Park Harbor Marina P3 Project — Developer’s Claim of Default*

Dear Mr. Shubin:

Our firm represents the Town of Lake Park (the “Town”) with respect to your client, Forest Development P3 LMP, LLC’s (the “Developer”), claim that the Town materially breached the parties’ P3 Marina Comprehensive Agreement (the “Agreement”) as stated in your August 13, 2025 letter. The Town disputes this claim, and asserts it is the Developer’s failure to diligently perform that rendered the Agreement unworkable and necessitated postponement of the TIITF submittal.

Under Article 3 of the Agreement, the Developer is required to “diligently and expeditiously perform its obligations as set forth [in the Agreement] and take all actions necessary to develop the Property in compliance with the Project timeline set forth in the Critical Path.” Similarly, Article 13(g) requires the Developer to “proceed[] diligently and in good faith to complete each Component of the Project as set forth in the Critical Path.” Despite these obligations, the Developer has repeatedly failed to perform in the two years since execution of the Agreement, including:

- Failure to timely submit the four draft ground leases as required by Article 4 and the Critical Path (Exhibit B to the Agreement). Per the Critical Path, the four draft leases were required by October 31, 2023 (90 days of Effective Date of Agreement) irrespective of deed modifications.
- Failure to timely submit appropriate PUD and site plan documents as required by Articles 5, 6, and 7, as well as the Critical Path. Per the Critical Path, the PUD and site plan documents were required by September 12, 2024 (120 days of execution of ground leases) irrespective of deed modifications.
- Failure to timely submit copies of applications necessary for removal of deed restrictions and reverter clauses as required by Article 8 and the Critical Path. Per the Agreement and Critical Path, this was required “as soon as practicable” to facilitate resolution of the

Travis J. Foels
D 561 650 0454 O 561 659 3000
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jonesfoster.com

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deed restrictions and reverter clauses by January 29, 2024 (180 days of Effective Date of Agreement).

- Failure to submit copies of applications necessary for governmental approval of the Public Marina Component as required by Article 8 and the Critical Path. Per the Agreement and Critical Path, this was required “as soon as practicable” and by January 29, 2024 (180 days of Effective Date of Agreement) irrespective of deed modifications.
- Failure to submit copies of applications to the Town before submission to governmental authorities, including applications to the Florida Department of Environmental Protection regarding relocating the boat ramp and expanding the marina, as required by Article 8.
- Failure to submit quarterly reports or updated timelines reflecting progress achieved and anticipated changes to the Critical Path as required by Article 10.
- Failure to provide proof of insurance as required by Article 19.
- Failure to submit assessment reports for the Marina as required by Article 20.
- Failure to submit financial statements as required by Article 25. The Developer represented and warranted in Article 21, Section 21.1(c), that it has the capacity to finance the Marina renovation, and financial statements are necessary for the Town to verify these representations and assess the Developer’s ability to complete the project.

The Town is committed to redeveloping its Marina in the best interests of its residents. However, the cumulative effect of these breaches—and the Developer’s general failure to make meaningful progress toward effectuating the Marina renovation over the past two years—has rendered the current version of the Agreement unworkable. Moreover, the DEP appraisal the parties were operating under required removal of the Developer’s barge from the deed restricted area prior to TIITF’s review, and the Developer has failed to remove the barge. The Town therefore postponed the TIITF submittal to allow time for this issue to be addressed and for revision and execution of a new Comprehensive Agreement.

The Town has refrained from formally defaulting the Developer based on its understanding that the parties would work together to resolve all issues, and it remains willing to do so regardless of your client’s unfounded claims of default. Of course, if a resolution cannot be reached, or the Developer is no longer interested in pursuing a resolution, the Town will do what is necessary to enforce its rights and remedies under the Agreement and Florida law. The Town requests that the Developer withdraw its notice of default, in writing, no later than September 5, 2025. If the notice is not withdrawn, the Town will assume the Developer is no longer interested in pursuing a resolution with the Town and will proceed accordingly.

John K. Shubin, Esq.
August 28, 2025
Page 3

All rights and remedies are reserved.

Sincerely,

/s/ Travis J. Foels
Travis J. Foels

Shareholder

#6947124 v1 26508-00032

EXHIBIT N

September 3, 2025

VIA ELECTRONIC DELIVERY

Mr. Travis J. Foels
Town of Lake Park
c/o Town Attorney
535 Park Avenue
Lake Park, FL 33403
tfoels@jonesfoster.com

**RE: Forest Development P3 LMP, LLC (“Developer”) Reply to Town of Lake Park
(the “Town”)’s Response to Notice of Default Issued on August 13, 2025**

Mr. Foels:

The Forest Development team is in receipt of your August 28th letter and submits this correspondence to once again urge the Town to comply with its obligations under the Comprehensive Agreement¹ and cure its material breach of the Agreement no later than September 12th when the 30-day cure period expires. The recent rescheduling of the Meeting of the Governor & Cabinet from September 16th to September 30th provides the Town with ample opportunity to fulfill its most time-sensitive obligation, which is to move forward in good-faith with an application to TIIF to facilitate the removal of the Deed Restrictions and Reverter Clauses necessary for the Developer to proceed with this Project.²

To the extent the Town maintains its breach of the Comprehensive Agreement is justified by the “cumulative effect” of various “breaches” the Town alleges for the first time in its August 28th letter, we submit the responses below to correct the public record and assure the Town and the community that the Developer remains fully compliant and intends to continue its performance under the Agreement.

¹ The Comprehensive Agreement refers to that certain agreement entered into by and between the Developer and the Town on August 2, 2023 (the “Effective Date”) regarding the redevelopment of the Lake Park Harbor Marina Property. Capitalized terms used in this letter but not defined herein shall have the same meaning as set forth in the Comprehensive Agreement.

² See Section 8.2, Comprehensive Agreement (“The Town, as fee simple owner, has agreed to work diligently with the Developer and the Developer's professionals to be engaged to resolve the Deed Restrictions and Reverter Clauses. The Town, the Developer, and the Developer’s professionals will work cooperatively to obtain deletions and/or modifications of the Deed Restrictions and Reverter Clauses with the State of Florida, the Department of Environmental Protection, and TIIF to release and remove the Deed Restrictions and Reverter Clauses to allow the development of the Project, in compliance with this Agreement, and without violating and/or triggering the Deed Restrictions and Reverter Clauses.”).

1. Failure to timely submit the four draft ground leases as required by Article 4 and the Critical Path (Exhibit B to the Agreement). Per the Critical Path, the four draft leases were required by October 31, 2023 (90 days of Effective Date of Agreement) irrespective of deed modifications.

Notwithstanding the fact that these ground leases were drafted and submitted to the Town within the required timeframe, the Town has waived its right to allege breach of this deadline, almost two years after the fact, when the leases in question have already been executed by the Mayor pursuant to the following duly-adopted resolutions of the Town Commission:

- ***See Resolution No. 03-01-24*** (“A resolution of the Town Commission of the Town of Lake Park, Florida authorizing and directing the Mayor to execute a ground lease with FD P3 LP Hotel, LLC for the hotel component of the P3 project at the Lake Park Harbor Marina”);
 - ***See Resolution No. 22-04-24*** (“A resolution of the Town Commission of the Town of Lake Park, Florida authorizing and directing the Mayor to execute a ground lease with FD P3 LP Boat Storage, LLC for the boat storage component of the Qualifying Project for the re-development of the Lake Park Harbor Marina”);
 - ***See Resolution No. 34-05-24*** (“A resolution of the Town Commission of the Town of Lake Park, Florida authorizing and directing the Mayor to execute a ground lease with FD P3 LP Marina, LLC for the public marina component of the Qualifying Project for the re-development of the Lake Park Harbor Marina”); and
 - ***See Resolution No. 35-05-24*** (“A resolution of the Town Commission of the Town of Lake Park, Florida authorizing and directing the Mayor to execute a ground lease with FD P3 LP Restaurant, LLC for the parcels of land upon which the restaurant component of the Qualifying Project is to be located as part of the re-development of the Lake Park Harbor Marina”).
2. Failure to timely submit appropriate PUD and site plan documents as required by Articles 5, 6, and 7, as well as the Critical Path. Per the Critical Path, the PUD and site plan documents were required by September 12, 2024 (120 days of execution of ground leases) irrespective of deed modifications.

As noted in the Developer’s quarterly reports to the Town, the initial PUD/Master Plan application was submitted on December 20, 2023, prior to the execution of the ground leases.

3. Failure to timely submit copies of applications necessary for removal of deed restrictions and reverter clauses as required by Article 8 and the Critical Path. Per the Agreement and Critical Path, this was required “as soon as practicable” to facilitate resolution of the of Agreement).

As confirmed by the Florida Department of Environmental Protection (“FDEP”) in its email to the Town on February 6, 2024, no such application is required. Rather, it is the Town that must initiate the process through communications with the State.

4. Failure to submit copies of applications necessary for governmental approval of the Public Marina Component as required by Article 8 and the Critical Path. Per the Agreement and Critical Path, this was required “as soon as practicable” and by January 29, 2024 (180 days of Effective Date of Agreement) irrespective of deed modifications.

To date, the Developer has submitted two applications for Governmental Approvals, which were first sent to the Town for review on October 12, 2023 and then submitted to FDEP and to the U.S. Army Corps of Engineers (“USACOE”) on November 1, 2023, well before the required deadline.

5. Failure to submit copies of applications to the Town before submission to governmental authorities, including applications to the Florida Department of Environmental Protection regarding relocating the boat ramp and expanding the marina, as required by Article 8.

The Town acknowledged receipt of the relevant permit applications (discussed above) on October 13, 2023 and the Town Manager signed the applications on November 1, 2023, the date of submittal to FDEP and USACOE.³

6. Failure to submit quarterly reports or updated timelines reflecting progress achieved and anticipated changes to the Critical Path as required by Article 10.

All reports have been submitted and presented to the Town Council, with the exception of the Q-1 2025 report, which was subsumed by a project review meeting with the Town Manager, Town Attorney and Town Planner on February 12, 2025.

7. Failure to provide proof of insurance as required by Article 19.

Developer has maintained general commercial liability insurance in compliance with Article 19. The current policy (CL2582900793) names the Town as an additional insured.

³ The Manager signed the applications in furtherance of the Town’s obligation under Section 8.1 of the Agreement to “execute and deliver to the Developer, all authorizations to submit applications to facilitate the Developer’s obtaining all necessary Government Approvals to develop the Project.”

8. Failure to submit assessment reports for the Marina as required by Article 20.

All reports have been shared with the Town and Developer is therefore in compliance with Article 20.

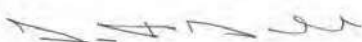
9. Failure to submit financial statements as required by Article 25. The Developer represented and warranted in Article 21, Section 21.1(c), that it has the capacity to finance the Marina renovation, and financial statements are necessary for the Town to verify these representations and assess the Developer's ability to complete the project.

The Developer has not wavered with respect to its representations and warranties concerning its financial capacity. With respect to Article 25 of the Agreement, Developer agreed to “periodically file with the Town appropriate financial statements that pertain to the Project,” which is defined in the Agreement as the “planned development and vertical construction of uses . . .”.

The uses on the Property have yet to be constructed and therefore, this obligation has not been triggered. Notwithstanding the foregoing, as a courtesy to the Town and to assuage any doubts about Developer's financial capabilities, the Developer will agree to meet with the Town to constructively determine what financial statements can be voluntarily shared at this juncture.

We trust that the responses above and our August 13th correspondence collectively provide the Town with the clarity it needs to proceed with performance under the Agreement, which remains in full force and effect, and to “exercise best efforts” to advocate in support of this Project at the state, local, and federal levels.

Sincerely,



John K. Shubin
Liana M. Kozlowski
For the firm

cc: Thomas J. Baird, Town Attorney (tbaird@jonesfoster.com)
Peter Baytarian (peter@forestdevelopment.com)
Nadia DiTommaso, Community Dev. Director (nditommaso@lakeparkflorida.gov)
Lee Feldman (lfeldman@theeuclidgrp.com)
Raymond E. Graziotto (raymond@skholdings.com)
Richard Reade, Town Manager (rreade@lakeparkflorida.gov)
Barry Somerstein (barry.somerstein@gmlaw.com)
Larry Zabik (lzabik@zabikandassociates.com)

bcc: Town Mayor & Commission

EXHIBIT O



Office of the
Town Manager

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

Delivered by regular U.S. mail and by electronic mail

Item 9.

August 18, 2025

Ms. Rebecca Bone
Program Consultant
Division of State Lands
Florida Department of Environmental Protection
3800 Commonwealth Boulevard
Mail Station 125
Tallahassee, Florida 32399

RE: Lake Park Marina Partial Modification of Deed Restrictions

Dear Ms. Bone,

Thank you for your E-mail response on August 12, 2025 regarding the Town's request to postpone consideration of a modification to the State of Florida's Board of Trustees of the Internal Improvement Trust Fund (TIITF) deed restrictions for parcels within the Town's Lake Park Harbor Marina.

On behalf of the Town Commission, as the Applicant to modify or eliminate certain deed restrictions, I would like to inform you that the Town Commission (during their regular Meeting on August 6, 2025) formally requested that the Florida Department of Environmental Protection (FDEP) and TIITF postpone the Town's application to modify or eliminate certain deed restrictions. Currently, the Town's application is scheduled to be considered by TIITF on September 16, 2025; however, the Town of Lake Park is requesting that this item be postponed until the December 16, 2025 meeting.

Additionally, we are hopeful and would appreciate the FDEP's consideration and approval to use the appraisals that were completed on August 30, 2024 (B/A File No. 24-8721) and/or appraisal completed on April 30, 2025 (B/A File No. 25-8851). If you could please confirm that these appraisals will remain valid, or can be updated, we would appreciate it.

Should you have any questions and/or require additional information, please do not hesitate to contact me (contact information provided below), directly.

Thank you and have a great day.

Respectfully,

Richard J. Reade
Town Manager
Town of Lake Park, Florida
Tel: 561.881.3304
RReade@lakeparkflorida.gov

Cc: *(via electronic mail)*
Peter Baytarian, Forest Development
Thomas J. Baird, Town Attorney
The Honorable Roger Michaud, Mayor of the Town of Lake Park
The Honorable Michael Hensley, Vice-Mayor of the Town of Lake Park
The Honorable John Linden, Commissioner of the Town of Lake Park
The Honorable Michael O'Rourke, Commissioner of the Town of Lake Park
The Honorable Judith Thomas, Commissioner of the Town of Lake Park