



Lake Park Town Commission, Florida

Regular Commission Meeting Agenda

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday February 18, 2026 6:30pm

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
Laura Weidgans	—	Deputy Town Clerk

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

CIVILITY AND DECORUM

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT:

1. Proclamation - Florida Bicycle Month - March 2026

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.

2. Regular Commission Meeting Minutes - February 4, 2026
3. Resolution 13-02-26 - Escrow Agreement (Renewal) - Palm Beach County Clerk of Circuit Court & Comptroller

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

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

NEW BUSINESS:

4. Resolution 14-02-26 - Agreement (Amendment) - Town Attorney - Jones Foster, P.A.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on March 4, 2026.



Agenda Request Form

Meeting Date: February 18, 2026

Originating Department: Special Events

Agenda Title: Proclamation - Florida Bicycle Month - March 2026

Approved by Town Manager: _____ Date: _____

Cost of Item: _____ Funding Source: _____

Account Number: _____ Finance Signature: _____

Advertised: _____
Date: _____ Newspaper: _____

Attachments: Florida Bicycle Month Proclamation

Please initial one:

Yes I have notified everyone

Not applicable in this case

Summary Explanation/Background:

During the January 21, 2026 Regular Commission Meeting, the Town Commission provided direction to approve the reading of a proclamation declaring March 2026 as Florida Bicycle Month during the Commission’s Regular Meeting on February 18, 2026.

The Town of Lake Park and the Palm Beach Transportation Planning Agency annually recognizes March as Florida Bicycle Month in an effort to raise awareness of bicycling as well as promote physical activity and a healthy lifestyle and to celebrate bicycling as a popular form of recreation and transportation choice.

The Town will host its annual Tour de Lake Park in honor of Florida Bicycle Month on Saturday, March 14, 2026.

Participants are asked to meet at Town Hall at 1:45 PM and be ready to ride at 2:00 PM.

Note: Participants must be 12 years of age or older and are asked to bring their bike, helmet and water bottle.

The event is sponsored by the Palm Beach Transportation Planning Agency, Safe Kids Palm Beach County and On Your Mark Performance Center.

Item 1.

Recommended Motion:

N/A

**PROCLAMATION DECLARING MARCH 2026
AS FLORIDA BICYCLE MONTH**

WHEREAS, the Town of Lake Park residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

WHEREAS, the State of Florida designates March as Bicycle Month and Palm Beach County will recognize it locally; and

WHEREAS, Florida Bicycle Month features a number of fitness opportunities, educational programs, races, commuting and charity events for riders of all ages and abilities to enjoy throughout the month at various parks and locations throughout Palm Beach County; and

WHEREAS, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation;

WHEREAS, the Palm Beach Transportation Planning Agency plans and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety; and

WHEREAS, creating a bicycle-friendly community has been shown to improve citizen’s health, well-being, and quality of life, growing the economy of the Town of Lake Park, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets; and

WHEREAS, Palm Beach County has an ever-expanding designated or enhanced bicycle lane network, with over 270 miles of existing and 745 miles of planned facilities to create a safe, connected system of bicycle infrastructure.

NOW, THEREFORE, I, Mayor Roger Michaud, do hereby proclaim March 2026 as

FLORIDA BICYCLE MONTH IN THE TOWN OF LAKE PARK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Lake Park to be affixed this 18th day of February 2026.

By: _____
Mayor Roger Michaud

Attest: _____
Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 18, 2026 Regular Commission Meeting

Originating Department: Clerk

Agenda Title: Regular Commission Meeting Minutes - February 4, 2026

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

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

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

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

Attachments: Minutes, Exhibit A, Comment Card

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Recommended Motion:

I move to approve the minutes of the February 4, 2026 Regular Commission Meeting.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday February 04, 2026

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

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

CALL TO ORDER/ROLL CALL

6:38 P.M.

PRESENT

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

PLEDGE OF ALLEGIANCE

Mayor Michaud led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Motion to approved the agenda made by Commissioner O'Rourke, Seconded by Commissioner Linden.

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

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.

-Steen Eriksson with the Palm Beach County Firefighters presented Commissioner Thomas and Vice Mayor Hensley each with a plaque to commemorate the firefighter training they attended.

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 O'Rourke pulled item number 5.

Motion to approve the Consent Agenda, excluding item 5, made by Commissioner O'Rourke, Seconded by Commissioner Linden.

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

1. Regular Commission Meeting Minutes - January 21, 2026
2. Resolution 09-02-26 - Municipal Election Agreement - Palm Beach County Supervisor of Elections
3. Resolution 10-02-26 – Agreement - Winter and Summer Fertilization Services – Trugreen - \$12,400.20.

4. Resolution 11-02-26 – Restrictive Covenant (Exhibit A) - Evergreen House Preservation Project – State of Florida – Division of Historical Resources
6. Agreement - Acceptable Payees Indemnification - PNC Bank

Item 5 pulled from the consent agenda for discussion:

5. Resolution 12-02-26 – Lease-Purchase Finance Agreement - 2026 Mack TE64R Sanitation Truck with Heil Front End Loader - KS StateBank - \$376,460

Public Works Director Jaime Morales and Finance Director Barbara Gould presented the item. (Exhibit A) which included financing options for the Commission to choose from. Public Works Director Morales stated that staff recommends financing through TD Equipment Financing. Motion to approve Resolution 12-02-26 made by Commissioner O'Rourke, seconded by Vice Mayor Hensley.

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

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

7. Ordinance #01-2026 - Amendment – Town of Lake Park Land Development Regulations (LDR's) – Section 78-6 - Applications and Regulations for Reasonable Accommodation for Residents of Recovery Residences – 2nd and Final Reading.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES, CHAPTER 78, ARTICLE I, SECTION 78-6, ENTITLED “APPLICATIONS AND REGULATIONS FOR REASONABLE ACCOMMODATIONS OF RESIDENTS OF RECOVERY RESIDENCES”; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve Ordinance 1-2026 made by Vice Mayor Hensley, Seconded by Commissioner O'Rourke.

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

Town Attorney Baird read the Ordinance by Title only.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird announced that he had been served with the Forest Development lawsuit and will issue a memo shortly. His office will be reviewing the claims and filing responses. He suggested holding one on one meetings with the Commission in order to provide them with case information. Town Attorney Baird also provided an update regarding the removal of the barge and restoration of the docks at the Marina.

-Town Manager Reade asked Community Development Director Nadia DiTommaso to provide the following updates; Ms. DiTommaso stated that 754 Park Avenue was not completed by the deadline and they had to pay an additional fine of \$18,000.00 which they have paid. The Town is waiting for an amended timeline and will be moving forward with a stipulation for retroactive fines. She also stated that they had received notification from the Florida Department of Environmental Protection in regards to the permit for boat relocation and additional renovations as a part of the P3 agreement. She stated that the State recommended the Town file a withdrawal of the permit application as opposed to them issuing a denial. Motion to approve the withdrawal made by Commissioner O'Rourke, seconded by Commissioner Linden. Voting Aye: All.

Town Manager Reade thanked the Commission for going to Tallahassee to support the needs of the Town. He also announced the Bert Bostrom Park re-opening will take place on Friday February 6th from 5:30pm to 6pm.

-Commissioner O'Rourke had no comments

-Commissioner Thomas thanked residents for allowing the Commission to travel up to Tallahassee to represent the Town.

-Commissioner Linden spoke about a temporary closing of the Evergreen house at the end of February and they will be working out of the Library in the meantime until June.

-Vice Mayor Hensley had no comments.

-Mayor Michaud spoke about the trip to Tallahassee and encouraged the public to get involved with legislation that is being proposed.

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

Motion to adjourn made by Vice Mayor Hensley, seconded by Commissioner Thomas.

Voting Aye: All.

Meeting adjourned 7:17 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on February 18, 2026.

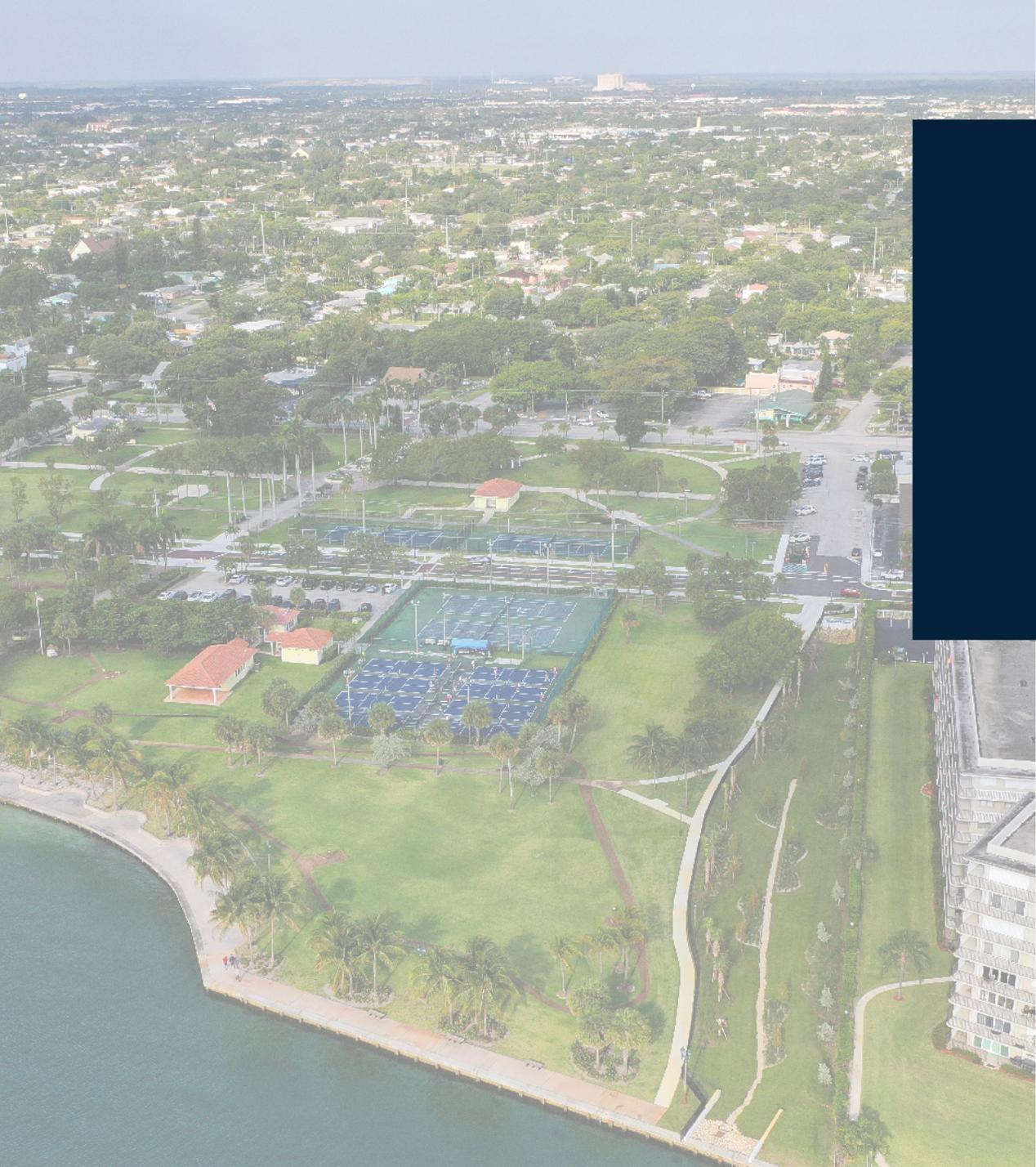
Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026



TOWN OF LAKE PARK



**Fleet Replacement Financing –
2026 Mack TE64R Sanitation Truck**
Wednesday, February 4, 2026

FLEET REPLACEMENT FINANCING – 2026 MACK TE64R SANITATION TRUCK

- Financing approval for one (1) 2026 Mack TE64R sanitation truck with Heil front-end loader
- Fleet replacement previously authorized by the Town Commission
- Essential for uninterrupted residential solid waste collection
- Revised financing required due to post-approval supply-chain delays

FINANCING OPTIONS EVALUATED

- KS State Bank
 - 4-year municipal lease-purchase
 - 6.25% tax-exempt interest rate
 - Highest total interest cost

Payment	Due Date	Total Payment	Applied to Interest	Applied to Principal	Purchase Option Price
1	1/22/2027	\$109,265.76	\$23,528.75	\$85,737.01	\$298,452.12
2	1/22/2028	\$109,265.76	\$18,170.18	\$91,095.58	\$203,631.44
3	1/22/2029	\$109,265.76	\$12,476.71	\$96,789.05	\$104,221.44
4	1/29/1930	\$109,265.76	\$6,427.40	\$102,838.36	\$0.00
		\$437,063.04	\$60,603.04	\$376,460.00	

FINANCING OPTIONS EVALUATED

- **Flagler Credit Union**

- Municipal financing option reviewed
- 6% tax-exempt interest rate (loan at 80% Value)
- Condition of Loan: A minimum of \$500,000 must be deposited into an account at Flagler Credit Union
- Note: Down payment due approximately March 01, 2026, for \$79,000, and the financed balance is \$316,000

Payment	Due Date	Total Payment	Applied to Interest	Applied to Principal	Purchase Option Price
1-12	April 26 - March 27	\$89,055.23	\$16,999.89	\$72,055.34	\$243,944.66
13-24	April 27 - March 28	\$89,055.23	\$12,555.67	\$76,499.56	\$167,445.10
25-36	April 28 - March 28	\$89,055.23	\$7,837.35	\$81,217.88	\$86,227.22
37-48	April 29 - March 30	\$89,055.23	\$2,828.01	\$86,227.22	\$0.00
		\$356,220.92	\$40,220.92	\$316,000.00	

FINANCING OPTIONS EVALUATED

- TD Equipment Finance

- 3- and 4-year tax-exempt financing (4 year shown here)
- Interest rate 3.64%
- Lowest cost option
- Note: 2 semi-annual payments of principal & interest; 1st payment due March 2026

Payment	Due Date	Total Payment	Applied to Interest	Applied to Principal	Purchase Option Price
1-2	3/30/26 - 9/30/26	\$101,963.10	\$12,864.20	\$89,098.90	\$287,361.10
3-4	3/30/27 - 9/30/27	\$101,963.10	\$9,601.55	\$92,361.95	\$194,999.15
5-6	3/30/28 - 9/30/28	\$101,963.10	\$6,217.37	\$95,745.73	\$99,253.42
7-8	3/30/29 - 9/30/29	\$101,963.10	\$2,710.26	\$99,253.42	\$0.00
		\$407,852.40	\$31,393.38	\$376,460.00	

COST & RISK COMPARISON

- TD interest rate is about 2.6 percent less interest than KS State Bank
- TD financing yields tens of thousands of dollars in interest savings
- All options are tax-exempt governmental obligations
- No ad valorem tax pledge
- Subject to annual appropriation

STAFF RECOMMENDATION

- Proceed with TD Equipment Finance
 - Lowest cost of capital
 - Preserves the Sanitation Fund reserves
 - Maintains budget predictability
 - Aligns debt service with asset life

- Requested Action
 - Authorize staff to proceed with TD Equipment Finance

THANK YOU

QUESTIONS & COMMENTS



meeting date 2-4-26



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

Name: STEEN ERIKSSON
Address: 4530 ECM AVE PRG

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)**:

PRESENTATION FROM PALM BEACH COUNTY FIREFIGHTERS TO COMMISSIONERS THOMAS + HENSLEY

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 Town Commission

Agenda Request Form

Meeting Date: February 18, 2026

Originating Department: Finance

Agenda Title: Resolution 13-02-26- Escrow Agreement (Renewal) - Palm Beach
County Clerk of Circuit Court & Comptroller

Agenda Category: Consent

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

Cost of Item: As needed **Funding Source:** Office Expense

Account Number: 500-51000 **Finance Signature:** Barbara A. Gould

Advertised:

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

Attachments: Attachment "A" Official Records Escrow Agreement

Attachment "B" Resolution

Please initial one:

x Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Finance Department has identified a need to update (or renew) the Escrow Account Agreement with the Palm Beach County Clerk of the Circuit Court & Comptroller as this agreement has not been updated in recent years.

The County’s Clerk of the Circuit Court & Comptroller provides non-interest bearing escrow accounts for payment of fees (i.e., recording fees, copy fees, document certifications, etc.). Additionally, this option provides the Town with expediency as there is generally no delay (other than the County’s regular processing times if a request is sent by mail) in filing a lien, releasing a lien or receiving requested copies, etc. while the Finance Department receives and processes a request for a check each time service is required.

The Town's escrow account generally maintains a balance of approximately \$500 - \$750 and various members of staff are authorized to access this account. The proposed Agreement provides the Town with the option to cancel the agreement at any time.

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

The proposed renewal Agreement has been prepared by the Clerk of Courts and Comptroller of Palm Beach County and reviewed by the Finance Director and the Town Attorney.

The Town has previously worked with the Clerk of the Circuit Court & Comptroller of Palm Beach County in providing escrow accounts for the Town and they have provided good customer service.

Recommendation:

I move to authorize Resolution 13-02-26 approving the renewal of an Escrow Account Agreement with the Clerk of Courts and Comptroller of Palm Beach County; and authorize the Mayor to execute the proposed renewal Agreement.

RESOLUTION 13-02-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A RENEWAL TO THE AGREEMENT WITH CLERK OF CIRCUIT COURT & COMPTROLLER OF PALM BEACH COUNTY FOR THE OFFICIAL RECORDS ESCROW AGREEMENT; 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 Multi year agreement with Clerk of Circuit Court & Comptroller of Palm Beach County in 2010 to maintain the Official Records Escrow Agreement; and

WHEREAS, the renewal agreement has not set term for expiration; the Town determines when to end the agreement; and

WHEREAS, the Town finds it in its best interest to maintain the Official Record Escrow Agreement at no cost to the Town; and

WHEREAS, the Clerk of Circuit Court & Comptroller of Palm Beach County Contractor has agreed to continue allowing the Town access to their Official Record Escrow Agreement services as specified under the renewal agreement for a period of time determined by the Town; and

WHEREAS, the Town desires to formally approve the Official Record Escrow Agreement starting February 18, 2026 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 Official Record Escrow Agreement to the Agreement with Clerk of Circuit Court & Comptroller of Palm Beach County, attached hereto as Exhibit A.

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

OFFICIAL RECORDS
ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated February 18, 2026, is made between Michael A. Caruso, Clerk of the Circuit Court & Comptroller of Palm Beach County, (the "Clerk") and Town of Lake Park (the "Customer").

WHEREAS, the Clerk provides various services for fees and costs as prescribed by Florida Statute;

WHEREAS, the Customer and the customer's employees and/or agents require the services of the Clerk's office; and

WHEREAS, the Customer and Clerk have sought an efficient and effective means of obtaining such services;

NOW, THEREFORE, the Clerk and the Customer agree as follows:

1. A non-interest bearing escrow account shall be established for payment of charges, costs and fees incurred by Customer.
2. The Customer shall deposit funds into the escrow account to be drawn upon by the Customer's Authorized Users for payment of Clerk's fees, charges and costs.
3. An executed Agreement with a User Authorization/Change Form (Exhibit "A" attached hereto) and the initial escrow deposit must be submitted to the Clerk's office in order to establish an account. The Clerk shall notify the Customer of the establishment and availability of the escrow account by written transmittal of the escrow account number to the Customer's address as indicated in this Agreement.
4. The Customer shall designate a Principal Representative and an Alternate Representative. The Customer as well as the Principal Representative shall be responsible for establishing and maintaining the list of "Authorized Users." Authorized Users are persons designated and specifically authorized by the Customer to use the escrow account. The Customer, through the designated Principal Representative, may designate Authorized Users by completing the User Authorization/Change Form (attached hereto as Exhibit "A").
5. It is the Customer's sole responsibility to maintain the privacy of the assigned escrow account assigned to the Customer. The Clerk is not responsible for any unauthorized usage of the escrow account. It is the Customer's sole responsibility to notify the Clerk of any modification to the list of Authorized Users by sending a written request to the Clerk using the User Authorization/Change Form attached hereto as Exhibit "A." The Form must be signed by the Customer or Principal Representative. A written confirmation of modification will be sent to Customer upon update of the Authorized Users list. The modification is not complete until the Customer receives written confirmation.

6. All escrow transactions require a completed [Recording Transmittal Form](#).
7. The escrow account may be replenished at any time with a deposit by cash, check or money order. The Customer may mail or deliver the deposit to the Recording Department. The Customer will receive a monthly escrow account activity statement.
8. The Customer shall maintain adequate funds in its escrow account to ensure timely processing of service transactions. If the Customer's escrow account balance is insufficient to process a transaction request, the transaction request will not be completed until sufficient funds are received.
9. If the Customer desires to close its escrow account, the Customer must provide written notice to the Clerk signed by the Customer, Principal or Alternate Representative. The notice must indicate the Customer name and the escrow account number to be closed. Upon receipt of such notice, the Clerk will close the escrow account and forward any remaining balance in the escrow account to the Customer.
10. The Clerk retains the right to close any escrow account at any time in its sole discretion. The customer shall be given at least 14 days written notice of closing. Upon closing, any remaining balance in the escrow account will be returned to the customer at the address listed herein.
11. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
12. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the Clerk shall be entitled to recover reasonable attorney's fees, court costs (including, without limitation, all such fees, costs and expenses incident to appeals), and all expenses (including taxes), even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Venue for such action will be Palm Beach County, Florida.

- 13. The Clerk and the Customer agree by mutual consent to use Alternative Dispute Resolution (ADR) to resolve all issues in controversy under this Agreement prior to proceeding with any formal litigation. If either party refuses an offer for ADR, that party shall inform the other party in writing of the reason(s) for such refusal. If ADR is used, an agreement should be reached by the parties on the alternative procedures and terms to be used in lieu of formal litigation and participation in the process shall include officials of both parties who have the authority to resolve the issue in controversy.
- 14. The Customer is aware that this agreement and any subsequent transaction request(s) is subject to Florida Statutes Chapter 119 (Florida's Public Records Act).
- 15. The Clerk and the Customer agree that this Agreement sets forth the entire agreement between the Clerk and the Customer, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both the Clerk and the Customer.

CUSTOMER

BY: Roger Michaud
Printed Name

Signature Date

Town of Lake Park
Address

Lake Park, FL 33403
City, State, Zip

535 Park Avenue

561-881-3300
Phone Number

financedirector@lakeparkflorida.gov
E-Mail Address

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: _____
DEPUTY CLERK

Send written notifications to Clerk at:

Clerk of the Circuit Court & Comptroller
Recording Department
PO BOX 4177
West Palm Beach, FL 33402-4177
Attn: Records & Escrow Specialist
(561) 355-2408
PBCRecording@mypalmbeachclerk.com

EXHIBIT "A"

USER AUTHORIZATION (CHANGE) FORM

The undersigned customer, Town of Lake Park [Print Name of Agency] by and through its Agency Head, hereby designates the following persons as authorized Agency Representatives:

Principal Agency Representative

Roger Michaud, Mayor

Print Name of Principal Agency Representative

Authorized Representative

Signature of Alternate Authorized Representative

Barbara A. Gould, Finance Directo

Print Name of Alternate Authorized Representative

Done and executed this 18 day of February, 2026.

Richard Reade

Agency Head Printed Name

Agency Head Signature



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 18, 2026

Originating Department: Town Attorney

Agenda Title: Resolution 14-02-26 - Agreement (Amendment) - Town Attorney - Jones Foster, P.A.

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

Coast of Item:
Account Number:

Funding Source:
Finance Signature _____

Summary Explanation/Background

Jones Foster, P.A. seeks an amendment to its Agreement with the Town for Town Attorney services. The amendment is only to the compensation (Section 3) for the administrative and litigation services provide by the Firm.

The Agreement, also only as to the compensation was last amended in 2022. Since then, the average hourly rates for attorneys in law firms has increased, as have the costs for law firms, in particular for litigation. The hourly rated for the services provide remain below the average market rates for multi-disciplinary law firms and well below the rates charged by the Firm to its other clients, including other municipalities it represents.

Recommendation:

I move to approve Resolution 14-02-26 amending the Town Attorney Agreement (Jones Foster P.A.) effective March 1, 2026; and authorize the Mayor to execute the proposed Amendment to the Agreement.

#7611491 v1 26508-00001

RESOLUTION 14-02-26**A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE TOWN ATTORNEY'S CONTRACT 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 Section 3 of the Town Attorney's contract establishes hourly compensation and will be amended from an hourly rate of \$300.00 to \$400.00 per hour; and

WHEREAS the Town and the CRA have benefited from a longstanding relationship with Attorney Thomas J. Baird and Jones Foster; and

WHEREAS the Town Commission determines the hourly increase for legal services to be in the best interests of the Town and the CRA; and

NOW , THEREFORE, BE IT RESOLVED THAT 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 authorizes and directs the Mayor to execute the attached Amendment as Exhibit A.

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

**AMENDMENT TO THE AGREEMENT FOR TOWN ATTORNEY
FOR THE TOWN OF LAKE PARK, FLORIDA**

THIS AMENDMENT TO THE AGREEMENT FOR TOWN ATTORNEY, (the "Agreement") is dated this 18th day of February 2026, between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida (hereinafter referred to as "the Town"), and JONES, FOSTER P.A. (herein referred to as "the Firm").

SECTION 3 of this Agreement for Town Attorney is hereby amended as follows:

3. COMPENSATION. For services rendered by the Firm, the Town Attorney shall be compensated based upon hourly fees as established below.

(a) Attorneys of the Firm shall be billed at no more than \$300 hour, depending upon their experience and the complexity of the litigation assignment. The Firm may charge higher hourly rates for matters or litigation the Firm determines to be complex. The hourly rate may vary depending upon the experience of the assigned attorneys and the complexity of the litigation or matter, but shall not exceed \$500 per hour during the term. Paralegals shall be billed at such hourly fees established by the Firm which shall not exceed the hourly fees of any attorney as referenced hereinabove.

(b) Compensation for the Firm's participation in real estate transactions or bond proceedings shall be as is customary in such proceedings; and

(c) The Firm agrees that the Town Attorney shall not be entitled to compensation for routine telephone conferences with the mayor or members of the Town Commission.

(d) The Firm may charge an hourly rate, which reflects the Firm attorney's usual and customary hourly fee for such matters as: code compliance lien foreclosures, the enforcement of dockage agreements, and other cases wherein a contract, code provision, or statute permits the recovery of the Town's attorney fees. Provided however, in those cases where the Firm is not awarded attorney fees for attorneys at their usual and customary rate, or if a case is settled and does not provide for the recovery of attorney fees, the Firm's attorneys shall only be entitled to compensation from the Town at the hourly fees established for the litigation reflected in (a), above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

ATTEST:

By: _____
Laura Weidgans, Deputy Town Clerk

TOWN OF LAKE PARK

By: _____
Roger Michaud, Mayor

JONES FOSTER P.A.

By: _____
Scott G. Hawkins, Esquire, Chairman