



Lake Park Town Commission, Florida

Regular Commission Meeting

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

Roger Michaud	—	Mayor
Kimberly Glas Castro	—	Vice Mayor
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
Vacant	—	Commissioner
John 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 contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

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.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

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. December 20 2023 Regular Commission Meeting Minutes.
2. Resolution 06-01-24 Authorizing the Town Manager to Accept a Proposal from Water Resources Management Associates, Inc. for Post Design Support and Project Management Services related to the 2nd Street Resurfacing and Green Infrastructure Project.
3. Request for Authorization for the Town Manager to Execute a Work Authorization for Shenandoah General Construction, LLC, to Provide Stormwater Infrastructure Repair Services at 311 9th Street, per the Pricing, Terms, and Conditions of the Broward College/Shenandoah Contract No. RFP-2018-1687-EH (Cooperative Purchase).
4. Resolution 01-01-24 Authorizing and directing the Town Manager to spend budgeted funds from the IT budget and execute a purchase order with Dove Technologies to replace the security camera system at Town Hall and the Lake Park Public Library.
5. Resolution 02-01-24 Fiscal Year 2023-2024 First Budget Adjustments.

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

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

OLD BUSINESS:

6. Progress Report on Status of P3 Ground Leases Between the Town of Lake Park and Forest Development P3 LPM, LLC for the Remaining Three Components of the P3 Project for the Enhancement of the Lake Park Harbor Marina.

NEW BUSINESS:

7. Resolution 03-01-24 Authorizing the Mayor to Execute the Ground Lease between the Town of Lake Park and FD P3 LP HOTEL, LLC for the Hotel Component of the P3 Project for the Enhancement of the Lake Park Harbor Marina.
8. Commission Discussion Regarding Filling The Vacant Commission Seat.
9. Resolution 04-01-24 Establishing the Qualifying Period for the March 19, 2024 Municipal Election.
10. Resolution 05-01-24 Authorizing the Mayor to Sign the 2024 Municipal Election Vote Processing Equipment Use and Election Services Agreement with the Palm Beach

County Supervisor of Election for the Municipal Election Scheduled for March 19, 2024
and Selecting the County Canvassing Board to Canvass the Town's Ballots.

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on
January 17, 2024.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **January 3, 2024**

Agenda Item No.

Agenda Title: December 20, 2023 Regular Commission Meeting Minutes.

- | | |
|---|---|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS
<input type="checkbox"/> BOARD APPOINTMENT
<input type="checkbox"/> PUBLIC HEARING ORDINANCE ON _____
<input type="checkbox"/> NEW BUSINESS
<input type="checkbox"/> OTHER: _____ | <input checked="" type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> OLD BUSINESS
READING |
|---|---|

Approved by Town Manager _____ **Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 ou=Assistant Town Manager/Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2023.12.29 10:48:27 -05'00'

Vivian Mendez, Town Clerk, MMC

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Minutes Exhibits A-C
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____. Please initial one.

Recommended Motion: I move to approve the December 20, 2023 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Wednesday December 20, 2023

Immediately Following the Special Call Community Redevelopment Agency Meeting

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

Roger Michaud	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
John 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

7:28 P.M.

PRESENT:

Mayor Michaud

Vice-Mayor Glas-Castro

Commissioner Linden

Commissioner Thomas

ABSENT: Commissioner Taylor

PLEDGE OF ALLEGIANCE

Pledge was bypassed as it was read in the previous meeting.

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.

NONE

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino provided comments (Exhibit A).

Vice-Mayor Glas-Castro wished everyone a happy holiday.

Mayor Michaud also wished everyone a happy holiday.

Commissioner Linden spoke about the Santa letter writing campaign and that Santa had responded to these letters. He spoke about a traffic problem on Silver Beach Road and 10th Avenue and requests some sort of resolution. Commissioner Linden read out loud his resignation letter resigning from the Commission as of December 28, 2023. He stated the reason for the resignation is the new requirement to file a Form 6.

Mayor Michaud wished Commissioner Linden luck in his future endeavors.

Vice-Mayor Glas-Castro stated that she appreciates what Commissioner Linden brought to the dais and thanked him for his service to the Town.

Commissioner Thomas introduced her son, John Thomas.

Mayor Michaud extended condolences to the Robertson family of Lake Park for their recent loss. The Commission took a moment of silence.

CONSENT AGENDA:

Motion made to approve the Consent Agenda by Vice-Mayor Glas-Castro, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Linden, and Commissioner Thomas.

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. December 6, 2023 Regular Commission Meeting Minutes
2. Resolution 97-12-23 Authorizing and Directing the Mayor to Execute an Agreement between the Town of Lake Park and Water Resources Management Associates, Inc. for Post Design Support and Project Management Services related to the 2nd Street Resurfacing and Green Infrastructure Project.
3. Resolution 98-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and Baxter & Woodman, Inc. for the provision of Continuing Professional Services on an as-needed basis.
4. Resolution 99-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and Cotleur & Hearing Landscape Architecture, LLC for the provision of Continuing Professional Services on an as-needed basis.
5. Resolution 100-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and Carnahan, Proctor & Cross, Inc. for the provision of Continuing Professional Services on an as-needed basis.
6. Resolution 101-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and DDEC, LLC for the provision of Continuing Professional Services on an as-needed basis.
7. Resolution 102-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and Engenuity Group, Inc. for the provision of Continuing Professional Services on an as-needed basis.
8. Resolution 103-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and J Morton Planning

and Landscape Architecture for the provision of Continuing Professional Services on an as-needed basis.

9. Resolution 104-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and Kimley-Horn and Associates, Inc. for the provision of Continuing Professional Services on an as-needed basis.
10. Resolution 105-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and O'Rourke Engineering & Planning for the provision of Continuing Professional Services on an as-needed basis.
11. Resolution 106-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and REG Architects, Inc. for the provision of Continuing Professional Services on an as-needed basis.
12. Resolution 107-12-23 Authorizing and Directing the Town Mayor to Execute a Professional Services Agreement between the Town of Lake Park and Water Resources Management Associates, Inc. for the provision of Continuing Professional Services on an as-needed basis.
13. Letter requesting the Florida department of Environmental Protection to release deed restrictions on Parcel 1A, Parcel 3 and Parcel 5 relating to the Marina P3 development project.

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE

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

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

OLD BUSINESS: NONE

NEW BUSINESS:

Motion was made by Vice-Mayor Glas-Castro to move item #17 so that it would be heard directly after the consent agenda. Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Linden, and Commissioner Thomas.

17. Approval of the Ground Leases for the P3 Project Components.

Town Attorney Baird provided a status update. He stated that a conference call would need to be scheduled.

14. Resolution 108-12-23 Renewal of the C.A.P. Building Official, Inspections and Related Services.

Town Manager D'Agostino explained the item. C.A.P. representative Carlos Penin answered questions from the Commission about revisions to legislation and the 40 year certifications.

Motion made to approve Resolution 108-12-23 by Commissioner Thomas, Seconded by Commissioner Linden.

Commissioner Linden suggested that they need to look at people who have filled out applications who had been delayed.

Mr. Penin stated that he is eager to receive feedback so that they can improve.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Linden, and Commissioner Thomas.

15. Review of the Proposed Traffic Flow Modification via a Temporary Access Road at Lake Shore Drive and the Marina Entrance to Accommodate Construction Improvements Associated with the Nautilus 220 Project.

Town Manager D'Agostino explained the item. Capital Projects Manager John Wille explained the scope of the item and the need for a temporary access road.

Commissioner Thomas asked about the location of the proposed road. Tony Costa from Kast explained the location (Exhibit B). He stated that he anticipates starting the project in January 2024.

Motion made to approve the proposed traffic flow modification to be completed within 3 months by Vice-Mayor Glas-Castro, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Linden, Commissioner Thomas

16. Salary Increase for the Town Manager.

Town Manager D'Agostino explained the item via Exhibit C. Vice-Chair Glas-Castro asked if the contract would need to be amended. Town Manager D'Agostino explained

that the contract state the Commission has the authority to provide salary increases during the contract period. Vice-Mayor Glas-Castro stated that if they are not going to amend the salary that the salary should at least be subject to the same increase that the Town employees get such as cost of living and merit increases. Commissioner Linden stated he is in favor of the 2% cost of living and the 2% merit increases annually each year as suggested. He could not support any large adjustment. Vice-Mayor Glas-Castro suggested that in the future, if the Commission does not take action to do something more specific, the Town Manager would at least receive the same thing that the employees receive, when it comes to cost of living and merit. Commissioner Thomas agreed with the proposed suggestion. Mayor Michaud praised the Town Managers for all his achievements since he started working for the Town. He agreed with the suggestion. Motion made to increase the Town Managers salary to \$163,828.00 by Commissioner Thomas, Seconded by Vice-Mayor Glas-Castro.

Motion was modified by Vice-Mayor Glas-Castro asked that a provision be made to the Town Manager's contract that "should the Town Commission not take other action each year that the Manager, at least, as a default, get the same as the Town employees for cost of living and merit. Commissioner Thomas seconded the amendment to the motion.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Linden, and Commissioner Thomas.

REQUEST FOR FUTURE AGENDA ITEMS:

NONE

ADJOURNMENT:

8:52 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on January 3rd, 2024.



TOWN MANAGER COMMENTS

Item 1.

TOWN COMMISSION MEETING Wednesday, December 20, 2023

Exhibit A

COMMUNITY DEVELOPMENT

- Ordinances/Resolutions in Process:
 - (ORD) ADUs (Accessory Dwelling Units)
 - (ORD) Live Local Act
 - (ORD) Parks & Public Facilities Regulations
 - (ORD) Golf Carts
 - (ORD) Mobile Vendors (including Mobile Food Dispensing Vehicles, i.e. food trucks)
 - (ORD) Seawalls
 - (ORD) Modifications to the Outdoor Storage regulations to better regulate temporary storage containers/structures
 - (ORD) Modifications to the Commercial Vehicles Code to define “work van”
 - (RESO) Two-Year Amnesty Period for Gravel Driveways (following approval of this Resolution, courtesy notifications will be provided to owners along with a copy of our grant application and criteria in the event they would like to apply and qualify – reminder notifications will also be sent every 6 months by U.S. Mail)

- **Projects/Applications (*some highlights – not all projects/initiatives are listed*):**
 - **The office/warehouse projects** are substantially completed and the Town is now able to offer over 600,000 square feet of new, build-to-suit office warehouse space.
 - **Texas Roadhouse** (within the Congress Business Park) – is moving forward quickly with construction.
 - **Clean Sweep Refuse** is also moving forward with construction.
 - **DXD Self-Storage** (Water Tower Road) – is moving forward quickly with construction.
 - **Empire Landscaping** (13th Street) is pending their construction permit submittal
 - **Northlake Promenade Apartments** (Twin Cities Mall Site) – Residential - In site plan review – 279 units (studio through 3 bedroom)/7 stories (the Village of North Palm Beach is currently reviewing the Master Plan for the redevelopment of their side. A joint Planning Board meeting will be held on Jan. 8th at 6pm in North Palm Beach and then the Village Council will render a final decision on the Master Plan). Staff will coordinate a courtesy presentation for the Town Commission in 2024 as well when additional development details are available.
 - **Residences at 10th & Park** (NE Corner of Park/10th) – Mixed-Use - In site plan review – 595 units (studio to 3-bedroom)/16 stories/16,000+ square feet of commercial (retail, restaurant)

- **Kelsey on Park** (SE Corner of Park/10th) – Mixed-Use resubmittal by the applicant to meet our current code is still pending.
- **700 Park Avenue** (vacant space where the Black Box Theatre used to be located) – staff is in receipt of a special exception application for a health center/gym, currently named, Mecca Performance Institute. This application is still in review and the proposed use may get modified to include a more modernized concept that provides additional community-serving, downtown-type components. Once all of staff's comments are finalized, the application will be brought forward to the Planning & Zoning Board for recommendation and then to the Town Commission for a final decision.
- **Town Code Overhaul** – Several departments will be working through a review of the entire Town Code to develop a process and timeline by which a complete Code Overhaul can be completed by September 30, 2026 with the ARPA funds that have been appropriated to this initiative. More information will be forthcoming in early 2024, along with information on the required Request for Proposal to retain a consultant(or collective group of consultants).
- **P3 Marina Redevelopment** – the Master Plan PUD submittal was received today. It will be reviewed by Staff in early January. Once comments are finalized, it will move forward to the Planning & Zoning Board and then to the Town Commission.

Item 1.

The Community Development Department has several projects/initiatives that are ongoing. The updates provided this evening are not all-inclusive. For any and all additional information related to the various projects/initiatives, please contact the Department directly (561-881-3319).

HUMAN RESOURCES

Job Openings:

Dock Attendant -- Hourly rate: \$18.91 to \$30.25
 Groundskeeper -- Hourly rate: \$16.51 to \$26.42
 Lead Groundskeeper -- Hourly rate \$18.91 to \$30.25
 Library Assistant – Children's -- Hourly rate: \$15.43 to \$24.69
 Maintenance Worker -- Hourly rate: \$18.91 to \$30.25
 Receptionist/Cashier – Hourly rate \$18.91 to \$30.25
 Sanitation Foreman – Hourly rate \$26.52 to \$42.43
 Sanitation Truck Operator I -- Hourly rate: \$18.91 to \$30.25
 Sanitation Truck Operator II -- Hourly rate: \$21.65 to \$34.63
 Stormwater Technician II -- Hourly rate: \$21.65 to \$34.63
 Public Works Director – Salary range: \$115,002.64 to \$184,004.23 per year
 Recreation Supervisor -- Salary range: \$ 51,545.59 to \$82,472.94 per year

All of the above positions are open until filled.

To view the complete job posting for the above position or to download an employment application, please visit the Town's official website at www.lakeparkflorida.gov . For

additional information please contact the Town's Human Resources Department at 561-881-3300 and choose Option 8.

Item 1.

SPECIAL EVENTS

Lake Park Elementary Caroling Event

Students from Lake Park Elementary are caroling tonight, **Wednesday, December 20**, from 5:45 p.m. – 6:45 p.m. The students will start at Lake Park Elementary, travel north towards Foresteria, west towards 6th street, south on 6th street, east on Evergreen and back to the school. For more information, contact the Special Events Department at 561-840-0160.

RESIDENTIAL SANITATION SCHEDULES

The residential sanitation schedule for the week of December 25 is as follows:

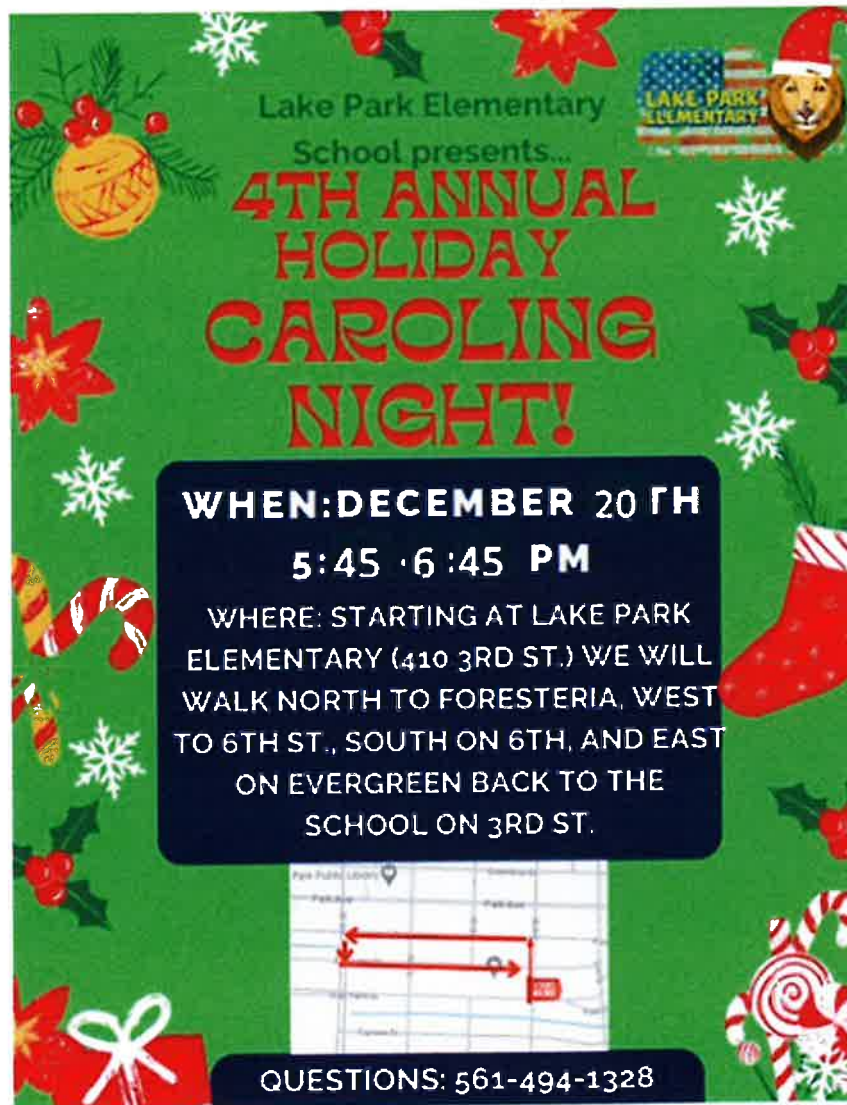
- **Monday 12/25:** No service in observance of Christmas
- **Tuesday 12/26:** Garbage cart and vegetation collection
- **Wednesday 12/27:** Recycling cart collection
- **Thursday 12/28:** Garbage cart and bulk trash collection

The residential sanitation schedule for the week of January 1 is as follows:

- **Monday 1/1:** No service in observance of New Year's Day
- **Tuesday 1/2:** Garbage cart and vegetation collection
- **Wednesday 1/3:** Recycling cart collection
- **Thursday 1/4:** Garbage cart and bulk trash collection

UPCOMING HOLIDAY CLOSURES

- The Lake Park Public Library will be closed on Saturday, December 23.
- All Town departments will be closed on Monday, December 25, in observance of Christmas.
- All Town departments *other than the Lake Park Harbor Marina* will be closed December 26 and December 27.
- All Town departments will be closed on Monday, January 1, in observance of the New Year Holiday.




The poster has a green background decorated with white snowflakes, red holly leaves and berries, red poinsettias, candy canes, and a red gift box with a white bow. At the top left is a gold Christmas ornament. At the top right is the Lake Park Elementary logo, which includes a dog's head wearing a Santa hat and the text 'LAKE PARK ELEMENTARY'.

Lake Park Elementary
School presents...

4TH ANNUAL HOLIDAY CAROLING NIGHT!

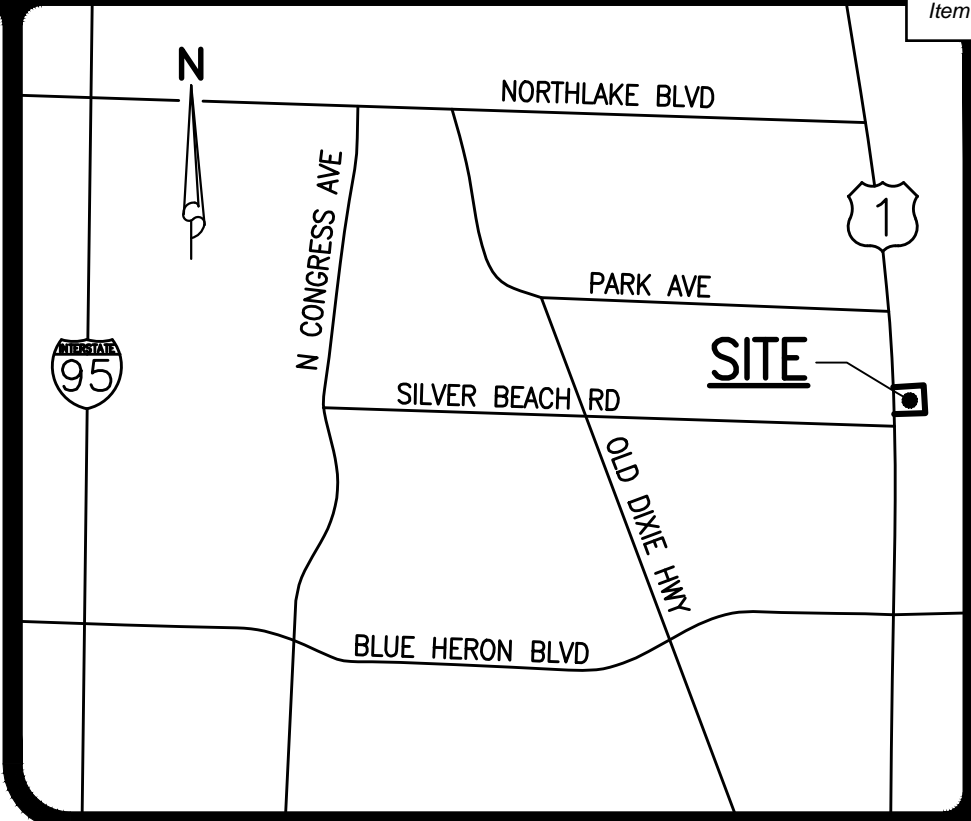
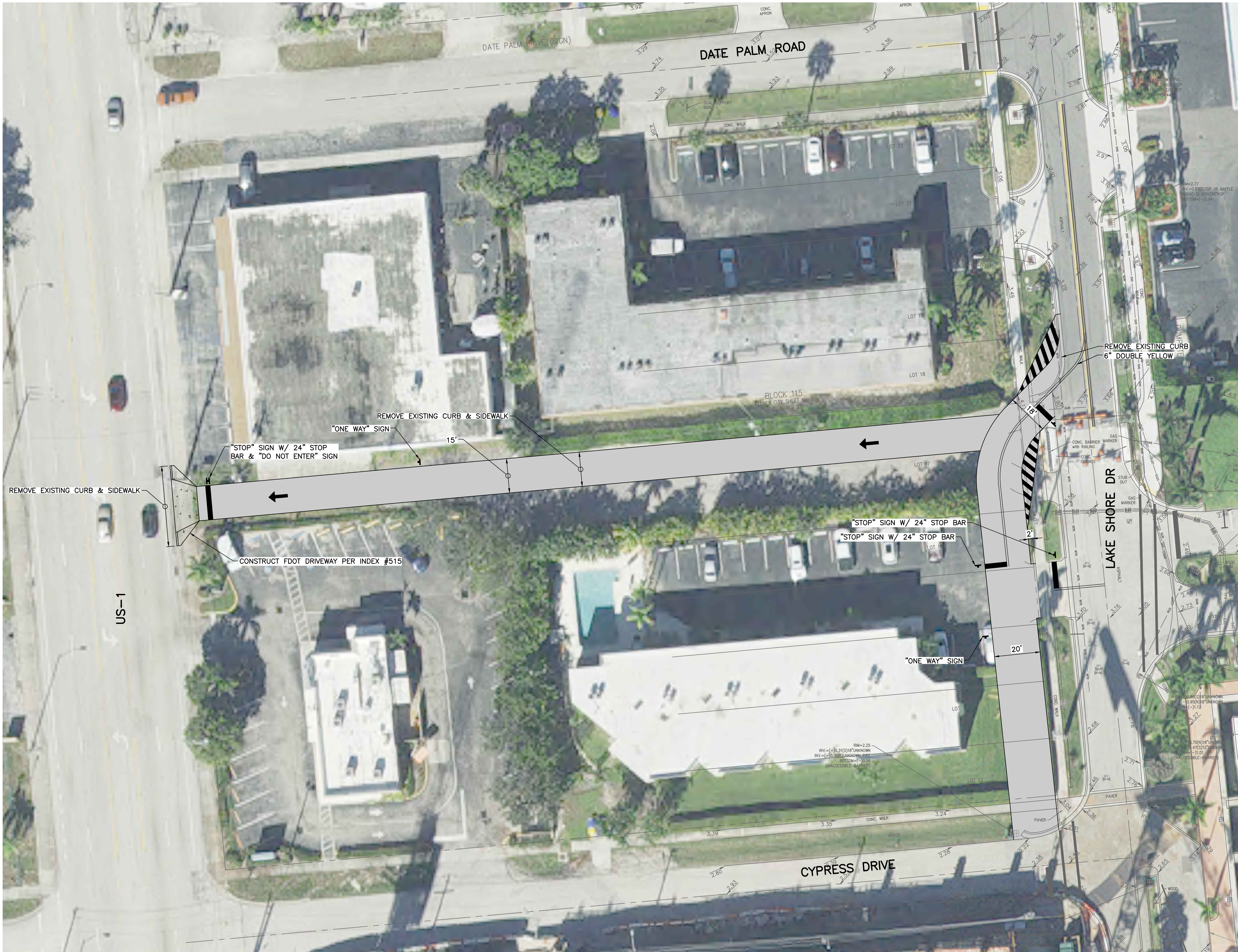
**WHEN: DECEMBER 20TH
5:45 - 6:45 PM**

WHERE: STARTING AT LAKE PARK
ELEMENTARY (410 3RD ST.) WE WILL
WALK NORTH TO FORESTERIA, WEST
TO 6TH ST., SOUTH ON 6TH, AND EAST
ON EVERGREEN BACK TO THE
SCHOOL ON 3RD ST.

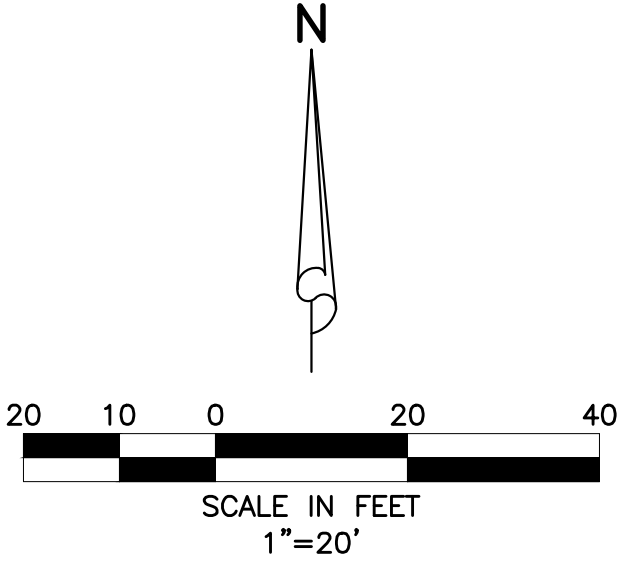


A small map shows the caroling route. It starts at Lake Park Elementary (marked with a red dot), goes north on 3rd St. to Foresteria, west on Foresteria to 6th St., south on 6th St. to Evergreen, and east on Evergreen back to Lake Park Elementary. Red arrows indicate the direction of travel.

QUESTIONS: 561-494-1328



LOCATION MAP
NOT TO SCALE



PAVEMENT SPECIFICATIONS:
SURFACE - 1 1/2" A.C.S.C TYPE S-3
BASE - 8" LIMEROCK BASE
SUBGRADE - 12" COMPACTED SUBGRADE

12/5/2023



NAUTILUS 220
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
TEMPORARY ACCESS PLAN

REVISIONS

DESIGN E.C.	DRAWN C.O.	CHECKED	APPROVED	DATE
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JOB NO. 19-038	DRAWING NO. 19038Z22	SHEET 1 OF 1
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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 20, 2023

Agenda Item No.

Agenda Title: Compensation for Town Manager

- | | | | |
|-------------------------------------|---|--------------------------|----------------|
| <input type="checkbox"/> | SPECIAL /REPORTS | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | BOARD APPOINTMENT | <input type="checkbox"/> | OLD BUSINESS |
| <input type="checkbox"/> | PUBLIC HEARING ORDINANCE ON 1 st READING | | |
| <input checked="" type="checkbox"/> | NEW BUSINESS | | |
| <input type="checkbox"/> | OTHER: WORKSHOP _____ | | |

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of
Lake Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.g
ov, c=US
Date: 2023.11.28 17:24:23 -05'00' **Date:** _____

John O. D'Agostino, Town Manager

Name/Title

Originating Department: Town Manager	Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____	Attachments: •
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required JOD	All parties with interest in this agenda item are notified of the meeting date and time.	___ Yes, I Notified everyone OR _ X ___ Not applicable in this case Please initial one.

Summary Explanation/Background: The anniversary date of hire for the Town Manager is May 1, 2015. Over the past several years, the manager has established an aggressive development vision and direction for the Town. Town Commission plays a significant role in the success of such projects as Nautilus 220, Lake Park Innovation Center, Storage and Office Warehouse developments. Many of these projects are either in construction, received a certificate of occupancy or are in the review stages by staff and the Planning and Zoning Board. The Manager has also invested time and energy in improving publically owned buildings, implementing technology upgrades for the Commission Chambers. Spearheaded a P3 development initiative for the upgrade and expansion of the Lake Park Harbour Marina. Increased response time to requests for work orders by supporting the

integration of a web based program for residents to report problems directly to Public Works. Electronic storage of all vital public records according to the State of Florida's requirements to store, retain and maintain public records. I am sure there are a myriad of other initiatives not mentioned herein. My purpose is to provide the Commission with a sampling of initiatives, success and results achieved over the past few years, and throughout my tenure as Town Manager.

The implementation of Green Infrastructure Technologies for run off through the Town's drainage system and the Statewide Innovation Award for Stormwater treatment in the Town of Lake Park. The Town received three separate awards for the Lake Shore Drive Bioswale and smart street design initiative.

Furthermore, staff and I do not settle for cookie cutter solutions, as their manager, I encourage opportunities for staff to think outside of the box providing unique and critical solutions to problems facing our community. I do not micromanage employees, I provide guidance and suggestions when requested by staff members. I facilitate an environment of creativity driven by a desire to improve the condition of our community and leaving the community far better than when I arrived here on May 1, 2015. I have spent over 40 years in the field of public management. During this time I have accumulated a wealth of experience and information which I share with staff on a regular consistant basis.

I appreciate any consideration given to this request for a salary increase. When I started on May 1, 2015, I was making \$117,000 per year. Under that contract, I had a one year term with an additional one year option. On 6/15/2016, The term was changed to a five year contract. On 10/1/2016, my salary increased by 3% to \$120,515. On 10/1/2018, I received a 5% increase resuting in a salary of \$126,541. On Janaury 29, 2020, I received a true-up of vacation time with no change in salary. On 4/21/2021 my salary was increased to \$140,000 with an additional five year agreement. That salary increase was 10.6% increase from my previous salary. My salary as of this meeting remains at \$140,000.

Had I been treated like every employee of the Town in terms of compensation receiving a 2% merit and a 2% COLA, my starting salary of \$117,000 would be \$163,828 today.

Recommended Motion: To be determined by the Town Commission upond discussion and motion to approve a yearly salary increase of _____.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 03, 2024

Originating Department: Public Works

Agenda Title: Resolution of the Town Commission of the Town of Lake Park, Florida, Authorizing the Town Manager to Accept a Proposal from Water Resources Management Associates, Inc. for Post Design Support and Project Management Services related to the 2nd Street Resurfacing and Green Infrastructure Project.

Approved by Town Manager: John D'Agostino

Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager, email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.12.19 10:59:32 -05'00'

Date: _____

Cost of Item: \$ 23,445.00

Funding Source: Grant & Contingency Funds

Account Number: Various

Finance Signature: Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o, ou, email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.12.15 11:52:33 -05'00'

Advertised:

Date: N/A

Newspaper: N/A

Attachments: Agenda Request Form
Resolution for Post Design Support
WRMA Proposal for EOR Post Design Support Services

Please initial one:

Yes I have notified everyone

JW Not applicable in this case

Summary Explanation/Background:

The development of the Town's Stormwater Master Plan (SWMP) provided an opportunity to engage in extensive research and advanced hydrology and hydraulic modeling that confirmed that the Town's storm water network lacks capacity to convey rainfall runoff from mostly impervious dense urban areas for storm events of significance. Additionally, the study also identified localized flooding in at least 23 locations throughout the Town, including two areas of significance on 2nd Street.

In 2021, the Town received grant funding from the Florida Department of Environmental Protection for the development of complete design plans that could be used in addressing this localized flooding.

In collaboration with Town staff, our stormwater engineering consultants developed a practical,

Green Infrastructure project to address localized flooding on 2nd Street by placing roadside bioswales at the intersections of 2nd Street and Foresteria Drive (Figure 1) and 2nd Street and Evergreen Drive (Figure 2).

Figure 1



Figure 2



The next phase of this project is the construction phase. To offset costs of construction and to help bring this vital project to reality, Town staff has continued to proactively seek grant funding opportunities from various Federal and State agencies.

In 2022, the Town was notified of the pending award of additional grant funding to cover the cost of construction for this roadside storm-water mitigation project. The project title is **“Storm Water Master Plan 5% Roadway Bioswales Program – 2nd Street Project”**.

The State of Florida Department of Environmental Protection (FDEP), Resilient Florida Program has formally awarded the construction funding grant to the Town of Lake Park have issued the Grant Agreement document for Town review and execution. The grant funding amount is \$533,758.54

The FDEP, Resilient Florida Program Grant will provide the Town with needed financial resources required to implement this 2nd Street bioswale project, as recommended in the Town’s Stormwater Master Plan.

Town staff prepared an invitation to bid for the 2nd Street Resurfacing and Green Infrastructure (GI) project based on design plans prepared by Water Resource Management Associates, Inc. (WRMA), a storm-water engineering company hired by the Town of Lake Park to prepare storm-water engineering plans for the 2nd Street project.

On Thursday, June 08, 2023, bid proposals were received by the Town for the 2nd Street GI project work.

Three qualified bid proposals were received and after analysis of the bid proposals, a determination was made that the Sunshine Land Development bid proposal was compliant and satisfied all bid requirements and was the responsive low bid contractor with a bid price of **\$526,513.12**.

With the design work complete and the construction contract awarded the Town is prepared to commence with the project construction.

In addition to the project management and field inspections that Town staff will perform, it is imperative and required by the Grant provider that the Engineer of Record, Water Resource Management Services, provide post design and construction support for the project. The support will be in the form of shop drawing review & approval, on-site construction monitoring of critical installations and final inspections and certifications.

Town staff is recommending WRMA for this post design work at a cost of \$23,445.00. This post design work will be paid for by using surplus grant monies and contingency amounts included in the construction budget.

The Town Manager recommends approval of the contract with Water Resources Management Services, Inc.

Recommended Motion: I move to adopt Resolution No. _____.

RESOLUTION 06-01-24

A RESOLUTION OF THE TOWN COMMISSION OF LAKE A PARK AUTHORIZING THE TOWN MANAGER TO ACCEPT A PROPOSAL FROM WATER RESOURCES MANAGEMENT SERVICES, INC., TO PROVIDE POST DESIGN SUPPORT AND PROJECT MANAGEMENT SERVICES FOR THE SECOND STREET RESURFACING AND GREEN INFRASTRUTURE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town Manager previously determined a need for improving the stormwater drainage system along Second Street, between Foresteria Drive and Evergreen Drive (the “Project”); and

WHEREAS, the Town staff prepared an Invitation to Bid No. 108-2023 (ITB) to solicit bids from qualified bidders for the Project; and

WHEREAS, on June 8, 2023, Town staff received three (3) bids and following their evaluation, it was determined that the bid provided by Sunshine Land Development, Inc., (the “Contractor”), in an amount of \$526,513.12, was the lowest responsive and responsible bid; and

WHEREAS, in its response to the ITB, the Contractor represented that it is qualified, able, and willing to satisfactorily provide the work requirements and services associated with the Project; and

WHEREAS, project construction activities will require post design support and project management services from the projects engineer of record, and

WHEREAS, town staff has solicited a price proposal from the project engineer of record, Water Resources Management Services, Inc. (WRMA) to provide the post design support and project management services, and

WHEREAS, WRMA has submitted a fair and appropriate price proposal for said services in the amount of \$23,445.00, and

WHEREAS, the post design support will be paid by through remaining grant monies and construction contingency monies available in the construction contract.

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into a contract with Water Resources Management Services, Inc., for the provision of post design support and project management services related to Second Street resurfacing and green infrastructure construction work.

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 Mayor is hereby authorized and directed to execute the contract between the Town and Water Resources Management Services, Inc., to provide post design support and project management services. A copy of the contract is attached hereto and incorporated herein as Attachment 1.

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



**PROPOSED SCOPE OF SERVICES FOR
TOWN OF LAKE PARK
SECOND STREET GROUND POST DESIGN SUPPORT**

TASK 1.0 ENGINEER OF RECORD POST-DESIGN SUPPORT SERVICES

1.1 Provide Post-Design Engineering Support for Questions

ENGINEER shall provide TOWN with prepared responses to questions pertaining to engineering plans interpretations during the pre-construction and construction phases.

1.2 Shop Drawing Review

ENGINEER shall provide review of shop drawings from the selected contractor during the submittals process. Shop drawings deemed to be in accordance with the engineering plans shall be digitally stamped 'Approved'. Otherwise, ENGINEER shall provide formal letter responses for any rejected shop drawings.

1.3 Monitoring & Site Visits

The ENGINEER shall provide on-site monitoring site visits at the following milestones, including the pre-construction meeting, 30/60/90 milestones, as well as additional site visits during the construction phase, up to a maximum of three times per week, or to resolve questions from the TOWN which are specifically related to design elements on the construction plans.

1.4 Review As-Built Record Drawings and Engineer's Final Certification Letter

ENGINEER shall review As-Built Records and participate in on-site "final walkthroughs" once the TOWN has deemed the Contractor has reached Final Completion. Upon ENGINEER's recommendation, and final acceptance by the TOWN, ENGINEER shall provide a final sealed certification letter confirming the completion of the work as specified in the construction plans and specifications.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, TOWN Clerk

By: _____
John D'Agostino Town Manager

Water Resources Management Associates, Inc.
250 Tequesta Drive
Suite 302
Tequesta, Florida 33469

By: Raul M Mercado Digitally signed by Raul M Mercado
Date: 2023.12.14 15:46:40 -05'00'

Signature

Its: President

Title

Raul M. Mercado, PE

Written Name:

DELIVERABLES

Task 1 Deliverables

- During the post-design support phase, ENGINEER shall provide the TOWN with written responses (in PDF format) to questions relating to interpretations of the plans and provide general support to the TOWN in regard to the engineering design or estimated quantities.
- ENGINEER to provide copies of stamped approved shop drawings, and/or rejection letters when necessary.
- ENGINEER to provide photo documentation of on-site EOR monitoring visits.
- ENGINEER to provide written ENGINEER's final sealed certification letter upon final completion and TOWN's acceptance of the work.

Exclusions: This Scope of Work specifically excludes work not mentioned above, including, but not limited to, the following:

- a) Construction Management Services, Testing Services and Regular (daily) Inspections
- b) Biological/ecological evaluation assistance, including wetlands (delineation), threatened and endangered species and seagrasses
- c) Water sampling and testing
- d) Easement/property acquisition
- e) Distribution of bid packages to potential bidders.
- f) Traffic Studies

END OF SCOPE OF SERVICES

FEES

The Not-to-Exceed fee for this project is **\$23,445.00**. This fee includes all time and materials, and lump sum subconsultant fees.

Note that monthly progress billings are not tied to deliverables. Some tasks will require multiple billing periods prior to provision of 100% complete deliverables. Progress billings will be allowed prior to submission of completed deliverables.

A task-by-task breakdown of fees is provided for services.

TASK ITEM AND DESCRIPTION									
1.0 ENGINEER OF RECORD POST-DESIGN SUPPORT SERVICES									
1.1 Provide Post-Design Engineering Support for Questions	1	8		9			\$	995.00	
1.2 Shop Drawing Review	1	4		5			\$	555.00	
1.3 Monitoring & Site Visits	24	144		168		\$	2,750.00	\$	18,600.00
1.4 Review As-Built Record Drawings and Engineer's Final Certification Letter	1	4		5			\$	555.00	
SUBTOTAL DIRECT LABOR HOURS									
GRAND TOTAL FEE									
								\$	23,455.00



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 3, 2023

Originating

Department:

Public Works

Request for Authorization for the Town Manager to Execute a Work Authorization for Shenandoah General Construction, LLC, to Provide Stormwater Infrastructure Repair Services at 311 9th Street, per the Pricing, Terms, and Conditions of the Broward College/Shenandoah Contract No. RFP-2018-1687-EH (Cooperative Purchase).

Agenda Title:

Bambi McKibbon-Turner

Approved by Town Manager:

Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2023.12.28 14:13:43 -05'00'

Cost of Item:

\$162,460.00

Funding Source:

Repairs & Maintenance

Account Number:

402-53-538-

402-46000

Finance

Signature:

Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o, ou, email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.12.20 14:06:56 -05'00'

Advertised:

Date:

N/A

Newspaper:

Attachments:

1. Agenda Request Form
2. Shenandoah Proposal No. P32442
3. Map of Work Location
4. Town/Shenandoah Agreement (Resolution 96-12-23)

Please initial one:

DB

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Public Works Department continues to methodically work to repair aging, damaged and/or compromised stormwater infrastructure at various locations across the Town.

This agenda item is seeking approval to spend up to **\$162,460.00** of budgeted repair and maintenance funding to complete urgent repairs at the following location:

Location 1: 311 9th Street.

Scope of Work: perform open-cut excavation to remove 336' of 24" High-Density Polyethylene (HDPE) exfiltration system and install a new 24" Reinforced Concrete Pipe (RCP) exfiltration system.

Furthermore, Town staff solicited price proposals from Shenandoah General Construction, LLC. (Contractor), per the terms and conditions of the Town's cooperative purchase agreement with the Contractor, which the Town Commission executed through Resolution 96-12-23 in November 2023.

The Town Manager recommends approval.

Recommended Motion:

I move to direct and authorize the Town Manager to approve a work authorization for Shenandoah General Construction, LLC, to perform stormwater infrastructure repairs at the 311 9th Street.

1888 NW 22nd Street
(954) 975-0098



SHENANDOAH

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: November 30, 2023
SUBMITTED TO: Lake Park, Town of
STREET: 650 Old Dixie Hwy
CITY, STATE & ZIP: Lake Park, FL 33403
PHONE: (561) 881-3347
FAX: (561) 881-3349
EMAIL: jwylie@lakeparkflorida.gov
JOB NAME: Town of Lake Park 311 9th Street
ATTENTION: John Wylie

PROPOSAL #P32442

We propose to furnish a crew and all necessary equipment to replace 336 LF of existing 24" HDPE exfiltration system with 24" RCP from 12-049MH to 12-048D Structures. Restore area with sod or asphalt trench and and three concrete driveways. Restore both swales on East and West Sides of 9th Street from Cypress Dr to Data Palm Dr and Remove/Dispose Trees as per punch list at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

1-F&I 24" RCP Exfiltration and Dispose Existing (includes sod & asphalt restoration)	(at \$340.00 Per L.F.)	288 L.F.	\$97,920.00
2-F&I 24" RCP Solid and Dispose Existing (includes sod & asphalt restoration)	(at \$255.00 Per L.F.)	48 L.F.	\$12,240.00
3-Driveway restoration	(at \$35.00 Per Sq.Ft)	480 Sq.Ft	\$16,800.00
4-Swale Restoration (approx 15 feet wide)	(at \$55.00 Per L.F.)	580 L.F.	\$31,900.00
5-MOT	(at \$1,500.00 Lump Sum)	1 Lump Sum	\$1,500.00
6-Tree Removal & Disposal	(at \$350.00 Each)	6 Each	\$2,100.00

Estimated Total: \$162,460.00

NOTES: Restoration of landscape limited to sod restoration.

NOTE: Shenandoah Construction is not an engineering firm nor does it assume responsibility for any engineering design; therefore, we offer this proposal as our professional recommendation and interpretation of what could potentially work for the client or owner needs. By accepting this proposal, the client or owner accepts Shenandoah Construction recommendations to proceed with the work as described above.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

1888 NW 22nd Street
(954) 975-0098



SHENANDOAH

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Robson Lima

TITLE
Estimator

DATE
11/30/2023

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

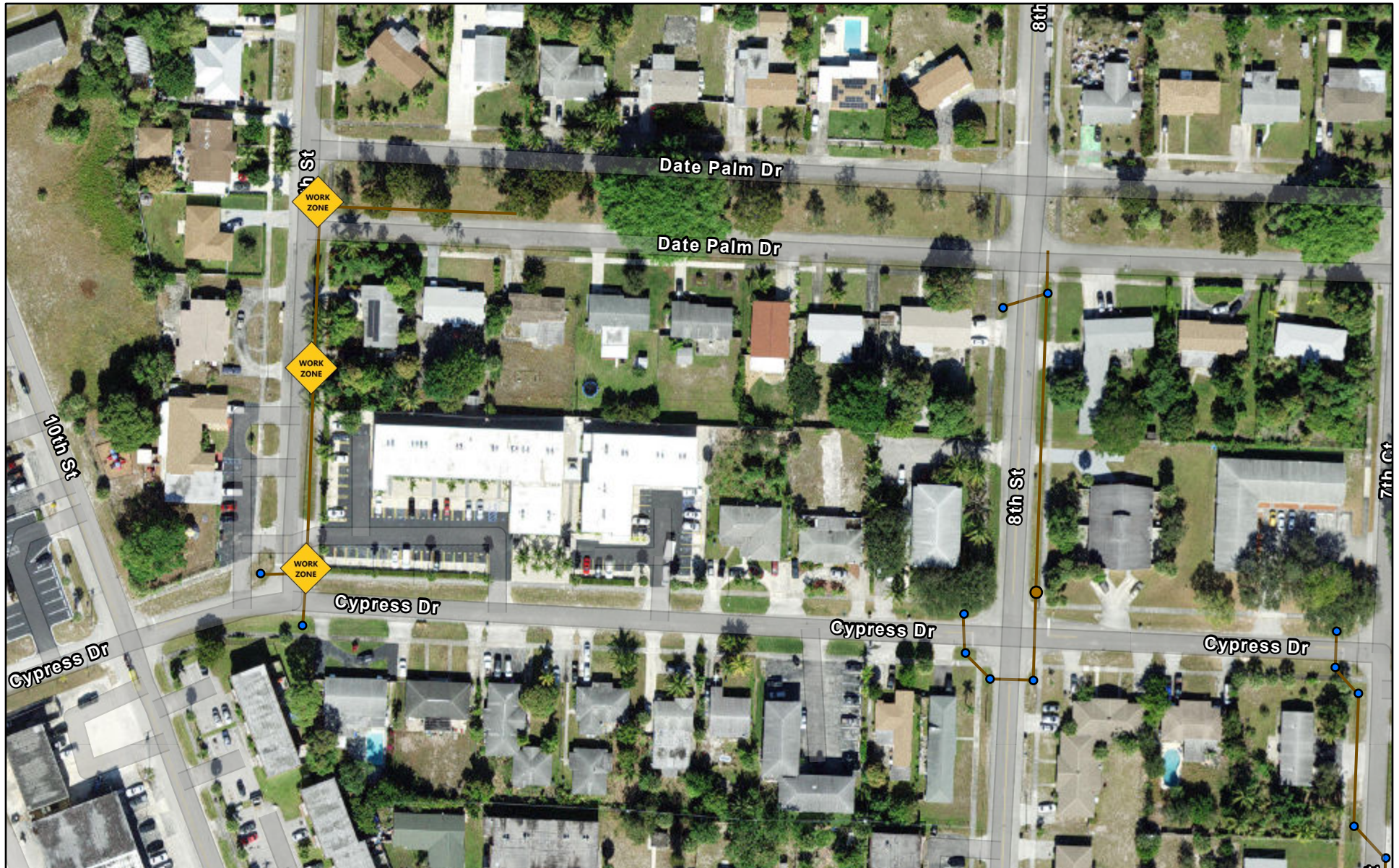
SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

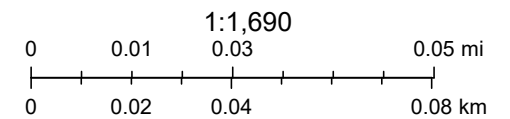
DATE:
TITLE:

Stormwater Infrastructure Repair Location

Item 3.



12/20/2023



Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft
Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, US

RESOLUTION NO. 96-12-23**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH SHENANDOAH GENERAL CONSTRUCTION, LLC, FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lake Park (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 and Shenandoah General Construction, LLC, (Contractor) previously entered into an agreement whereby the Contractor is providing stormwater infrastructure maintenance and repair services to the Town; and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

WHEREAS, the Contractor has agreed to provide the services as set forth in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term; and

WHEREAS, the Town Manager has recommended that the Town Commission extend the Agreement for the provision of stormwater infrastructure maintenance and repair services for an additional one-year term.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the amendment to the Agreement between the Town and Shenandoah General Construction, LLC, to extend the term of the Agreement based upon the same conditions and terms contained therein for one year.

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

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

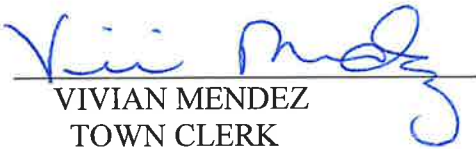
	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>✓</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	___
COMMISSIONER JOHN LINDEN	<u>✓</u>	___
COMMISSIONER MARY BETH TAYLOR	<u>✓</u>	___
COMMISSIONER JUDITH E. THOMAS	<u>✓</u>	___

The Town Commission thereupon declared the foregoing Resolution 96-12-23
 duly passed and adopted this 6th day of December, 2023.

TOWN OF LAKE PARK, FLORIDA

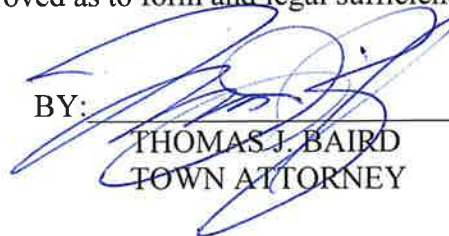
BY: 
 ROGER D. MICHAUD
 MAYOR

ATTEST:


 VIVIAN MENDEZ
 TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
 THOMAS J. BAIRD
 TOWN ATTORNEY

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE TOWN OF LAKE PARK AND SHENANDOAH GENERAL CONSTRUCTION,
LLC.**

THIS SECOND AMENDMENT to the agreement between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (the Town), and Shenandoah General Construction, 1888 NW 22nd Street, Pompano Beach, FL 33069 (the Contractor) is entered into this day 6 of December, 2023.

RECITALS:

WHEREAS, the Town and Contractor previously entered into an Agreement whereby the Contractor is providing certain stormwater system infrastructure, including, maintenance storm drain cleaning and repair services to the Town (the Agreement); and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into the second option of the agreement, which has a term from November 27, 2023, through November 26, 2024.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2.

The Town and the Contractor hereby agree to extend the Agreement for Stormwater Infrastructure Maintenance and Repair Services based upon the same pricing, terms, and conditions as set forth in the Agreement

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

IN WITNESS WHEREOF, the parties hereto have made and execute this Second Amendment to the Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: 
Vivian Mendez, Town Clerk

By: 
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Thomas J. Baird, Town Attorney

Shenandoah General Construction, LLC:

By: 

Title: President

Anthony Guglielmi
Printed Name

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 03, 2024

Agenda Item No.

Agenda Title: Replace the Security Camera System at Town Hall and the Library.

[] SPECIAL PRESENTATION/REPORTS [X] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [] PUBLIC HEARING ORDINANCE ON _____ READING
 [] NEW BUSINESS
 [] OTHER: _____

Approved by Town Manager Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2023.12.20 17:30:37 -05'00'

Paul McGuinness, Chief Information Technology Officer

Name/Title

Originating Department: I.T.	Costs: \$ 69,797.00 Funding Source: Acct. # 301-52-521-301-63100 <input type="checkbox"/> Finance <small>Jeffrey P. Duvall</small>	Attachments: Security Camera Replacement Project Proposal
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ____PM____ OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background: The security camera system at Town Hall and the Library is out dated and in need of replacement. Some of the cameras are failing, and the system does not allow any progressive security monitoring, nor is it capable of providing real-time alerts for possible security threats. We are proposing to replace all of the security cameras (internal and external) and move to a Cloud based system that will allow us to provide greater security to our staff, and residents while at Town Hall or the Library. This project is budgeted in our current fiscal year's budget.

Recommended Motion: I move to adopt Resolution _____.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO ACCEPT THE PROPOSAL FROM DOVE TECHNOLOGIES TO REPLACE THE SECURITY CAMERA SYSTEM AT TOWN HALL AND THE LAKE PARK PUBLIC LIBRARY; 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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Manager has presented to the Town Commission the proposal ("Proposal") between Dove Technologies and the Town of Lake Park, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town Commission has reviewed the provisions of the proposal and has determined that it is in the best interest of the Town to accept the proposal; and

WHEREAS, Town Manager is recommending such approval.

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 proposal between Dove Technologies and the Town of Lake Park as set forth in Exhibit A and authorizes and directs the Town Manager to execute such proposal and issue a purchase order in the amount of the proposal.

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



DoveGuard

Solutions Overview & Proposal

Prepared For:

Town of Lake Park

December 20, 2023



December 20, 2023

Town of Lake Park

Thank you for considering **Dove Technologies** as a strategic partner capable of helping Town of Lake Park realize its organization's growth goals.

I have included the best support option in this proposal to address your stated needs in managing your technology more strategically, effectively, and efficiently with our assistance. This option incorporates distinct levels of service and support from our team in strategic, tactical, and collaborative roles. This will allow us to select the best possible approach based on the amount of support desired, and the budget you can allocate to support the engagement.

The proposal describes your stated objectives and our strategic approach to help you achieve them through our unique programs that expedite ROI.

We have been satisfying and exceeding our clients' expectations without fail with our services since 1991. As a result, every single one of them is referenceable. Due to our impressive record, we are so confident in our ability to help you improve your organizational and technical outcomes and receive rapid qualitative and quantitative ROI through our engagement that we completely guarantee your satisfaction.

We look forward to working with you to develop your organization's growth and technology strategy. I will contact you after you have had a chance to review this proposal and have selected the appropriate option to begin our engagement.

Thank you for allowing us the opportunity to earn your business.

Best regards,

Brian Dean

Senior Technology Consultant



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Situation Appraisal

Working with Town of Lake Park, **Dove Technologies** is submitting an active partnership to identify and implement overall technology management, maintenance, and support strategy with the intent of improving technical use and deployment in your organization.

Through superior service delivery, **Dove Technologies** expects to assist you and your staff in regaining valuable time to focus on more strategic issues. By leveraging a partnership with Dove, it is our endeavor to balance the risk and responsibility of technology infrastructure management. Your organization will utilize technology and security solutions effectively by engaging with a trusted external partner while avoiding costly mistakes and pitfalls. Over time we desire to improve reliability and performance to maximize staff and stakeholder engagement and accelerate your organization's objectives through properly functioning technology and technology solutions.

The achievement of these outcomes will rely heavily on a strong leadership approach. Effective strategic and tactical planning and execution will necessitate the active support and ownership of key Town of Lake Park staff for ultimate success.

Utilizing objective, skilled, and experienced assistance, your organization will be presented with ideas, insights and proven methods used in similar situations elsewhere to deal with known and unknown dynamics.

Dove Technologies aims to assist with much more than individual technology challenges. We are seeking to partner with Town of Lake Park to address challenges such as designing and implementing new technology solutions, analyzing key operational performance metrics of your infrastructure and assets, establishing appropriate roles and responsibilities for internal and external resources, assistance in managing and holding vendors and individuals accountable to execution, working with an outsourced NOC and Service Desk, and so on.

Methodology

Dove Technologies will assign an in-house project manager to oversee all aspects of the project following standardized project management practices. Once the overall project management plan has been developed and approved by the you, the table below outlines the major activities and processes that will be followed:

	ACTIVITY	RESOURCE	VALIDATED BY	APPROVED BY	REMARKS
1	Kick-off/Conduct site survey	Onsite Supervisor	PMO	Client	Validate scope, risk, deviations, and feasibility from layout baseline
2	Confirm schedule	Onsite Supervisor	PMO	Client	Validate and confirm schedule baseline with resource management plan
3	Confirm costs/design	Onsite Supervisor	PMO	Client	Validate design and adherence to cost baseline
4	Confirm material lead time	Onsite Supervisor	PMO	Client	Verify and confirm material availability and lead time
5	Confirm resource availability	PM	PMO	Client	Check resource availability as per project schedule and detailed timeline
6	Execute project	Onsite Supervisor	PMO	Client	Follow project management plan and monitor and control deviations
7	Monitor and control project	PM	PMO	Client	Check performance baselines and adjust to control schedule, costs, risks
8	Update project status and milestones	PM	PMO	Client	Prepare status reports and hold weekly meetings as outlined in the communication plan.
9	Confirm project deliverables	PM	PMO	Client	Validate scope and acceptance criteria for TOC
10	Switch from Installation status to maintenance	PM	PMO	Client	Secure TOC and start of DLP, archive lessons learned, and project artifacts.

Using a proprietary Installation App, you will be provided with real-time visibility of the project's progress. This app provides technicians with step-by-step instructions and enables our Project Manager to monitor performance and progress from start to finish.

Measures of Success

Progress toward the objectives will be measured by:

- Feedback opportunities created for internal and external resources to inform you and your leadership
- Actual observations, performance metrics and anecdotal information provided by our team and collected by you and your leadership.
- Realization of a more standardized, consistent and effective approach to overall technology maintenance and management, project management and ongoing service delivery
- Over the longer term, more effective strategic technology planning, budgeting, scheduling and execution
- Your complete satisfaction of our performance and strategic value to Town of Lake Park

Approach

To realize the objectives, our approach includes but is not limited to, the following:

Onboarding your organization through our 3-phase process

- **Discovery**, where we dive deep into your organization's platform and identify, diagnose, and document all hardware and security. Working with your existing environment, our team understands your day-to-day operations from a technical standpoint. During this process, we engage your organization with information gathering to identify services and solutions we need to access, both internal and external, to properly support you. We request process-related information to ensure your employees are given the resources to do their work.
- **Implementation**, where we set up Town of Lake Park in our Service systems, add all contacts and assets for your organization, and begin to implement common best practices and hardware needed to bring your organization up to date. During this phase, we schedule regular meetings to stay up to date on the process and review the next steps before Go-Live.
- **Go-Live**, where we set our actual service level agreement Go-Live date. This can only be agreed upon after the first two phases of Onboarding have been completed. You will receive best-effort service response time until your Go-Live date.

Expected Outcomes

General Outcomes

Engaging with Dove IT is expected to improve your current and future operational efficiencies and overall technology infrastructure performance, freeing you and your staff to focus on higher-priority strategic organizational growth issues. In addition, you will benefit from our experience and expertise with similar clients, as we consult with and introduce you to technology services and solutions that can help accelerate your attainment of greater efficiencies, streamlined workflows and improved outcomes with forecasted ROIs.

Specific Outcomes

Specific outcomes include strengthening Town of Lake Park's security platform and organization performance and prepare your organization properly for controlled, predictable and sustainable growth in the future. This will rapidly position Town of Lake Park to implement even more creative and accelerated future technology growth strategies when needed or desired.

What our clients say about Dove:

"I have been working with Dove for over 7 years. The entire time, no matter how much business we were doing - small or large - I was always treated as a priority. Dove is one of the best vendors I have worked with and has been an essential part of the growth of our company's technology offerings and advancements. They truly are a great partner."

Mike King
IT Director - **Premier Packaging**



Solutions Overview & Proposal

Item 4.

DoveGuard Hardware Proposal

Town of Lake Park

Presented By: Brian Dean

Date: **December 20, 2023**

All proposals are valid for 30 days.

Qty	Dove Number	Description	Unit Price	Total
Materials				
3		R400 4K Dome Camera - 30 Days	\$1065.00	\$3195.00
19		R200 5MP Dome Camera - 20 Days	\$410.00	\$7790.00
3		R360 12MP 360 Camera - 30 Days	\$1065.00	\$3195.00
31		Enterprise Console License - 5 Years	\$573.00	\$17763.00
2		A100 Audio Gateway Sensor	\$286.00	\$572.00
6		R510 4K Varifocal Bullet Camera- 30 days	\$1228.00	\$7368.00
2		Sensor Gateway Enterprise License - 5 Year	\$573.00	\$1146.00
19		Junction Box for R100 Camera	\$41.00	\$779.00
2		Ceiling Mount for R2 Camera	\$65.00	\$130.00
2		Pendant Cap for R3/R4 Series Cameras	\$41.00	\$82.00
6		Junction Box for R5 Series Cameras	\$82.00	\$492.00
3		40cm Extension Pipe for Ceiling Mount	\$41.00	\$123.00
1		Junction Box for R2 Camera	\$41.00	\$41.00
33		CAT6 Cable (Max 300')	\$189.00	\$6237.00
23		Indoor Cameras Install	\$234.00	\$5382.00
10		Outdoor Cameras Install	\$265.00	\$2650.00
33		Cable Run	\$252.00	\$8316.00
34		Removal of existing equipment	\$126.00	\$4284.00
1		Library IT Room Organization	\$252.00	\$252.00
Taxes and Shipping not included.				
Invoice Total:			\$69,797.00	

Financed (EST) **12**

24

36

48

60

Client Acceptance

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and the following pages attached hereto.

Full Legal Name of Client (as referenced above)

Signature

Date

Federal Tax ID Number

Print Name

Title

Company Acceptance



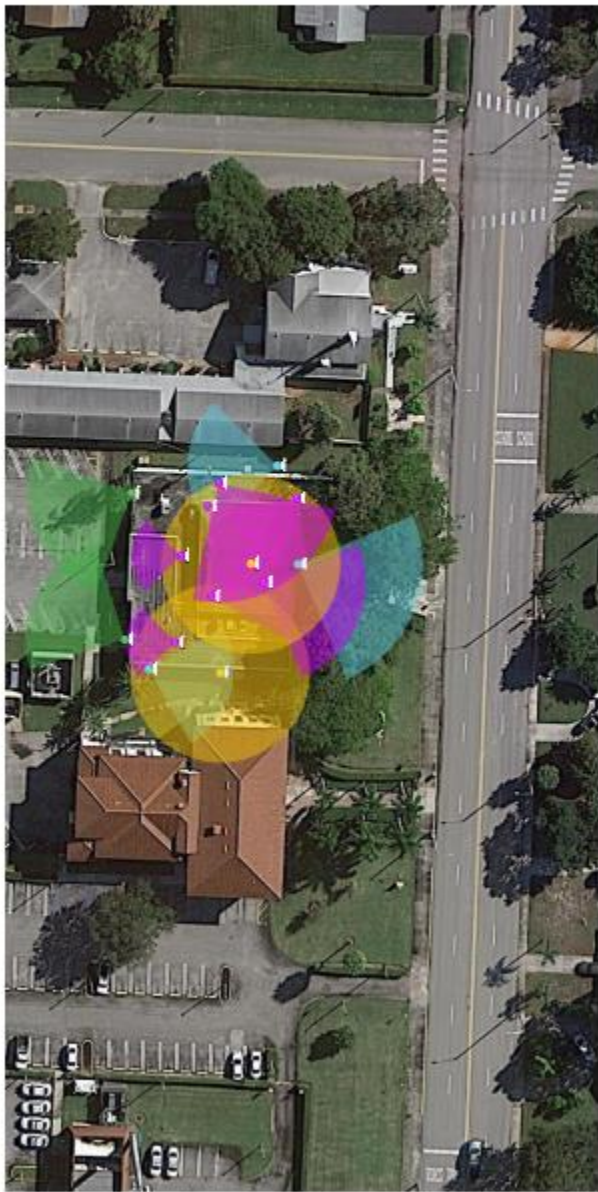
Solutions Overview & Proposal

Item 4.

Client Acceptance

Owner	Signature	Title	Date
-------	-----------	-------	------

Town of Lake Park -Survey-1 - August 28th, 2023





Solutions Overview & Proposal

Item 4.

Town of Lake Park -Survey-1 - August 28th, 2023





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 3, 2024

Originating Department: Finance Department

Agenda Title: Fiscal Year 2023/2024 Budget Adjustments

Approved by Town Manager: Bambi McKibbon-Turner Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
ou=Assistant Town Manager/Human Resources Director,
email=btturner@lakeparkflorida.gov, c=US
Date: 2023.12.20 17:28:21 -05'00'

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

Account Number: Various **Finance Signature:** Jeffrey P. Duvall Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o=Town of Lake Park,
ou=Assistant Town Manager/Human Resources Director,
email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.12.20 17:18:30 -05'00'

Advertised: _____

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

Attachments: Resolution, Attachment "A"

Carryforward Budget Adjustments Attachments "B"

Please initial one:

____ Yes I have notified everyone

X Not applicable in this case

Summary Explanation/Background:

Fiscal Year End 2023/2024 budget is being amended to include additional revenue and expenditures. The adjustments are attached. The General Fund has a total budget increase of \$ 194,623 to Revenue and Expenditures. Streets & Roads has a total budget increase of \$88,741 to Revenue and Expenditures. The Stormwater Fund has a total budget increase of \$229,387 to Revenue and Expenditures. The Special Projects Fund has a total budget increase of \$836,326 to Revenue and Expenditures. The Sanitation Fund has a total budget increase of \$ 30,762 to Revenue and Expenditures. The Community Redevelopment Agency Fund has a total budget increase of \$236,477 to Revenue and Expenditures.

This fiscal year resolution creates the budget adjustments needed.

Recommended Motion:

The staff recommends adjusting the following revenue/expenditure items:

I move to adopt Resolution ____-01-24.

RESOLUTION 02-01-24**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 AS PREVIOUSLY ADOPTED BY RESOLUTION 76-09-23; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.**

WHEREAS, the Lake Park Community Redevelopment Agency Board has previously established the budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town of Lake Park Commission adopted and levied by Resolution 75-09-23 a final millage rate for the Fiscal Year 2023-2024; and

WHEREAS, the Community Redevelopment Agency Executive Director now determines that a change in the allocation of budgeted funds is necessary to increase Community Redevelopment Agency staffing to better address its future operations; and

WHEREAS, the Lake Park Community Redevelopment Agency Board deems it necessary and advisable to amend the budget for the Lake Park Community Redevelopment Agency for Fiscal Year 2023-2024, which was adopted by Resolution 76-09-23.

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

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

Section 2. An amended budget of the Town of Lake Park Community Redevelopment Agency Fund is hereby approved and adopted as set forth in the attached Attachment “B”. An amended budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Attachment “B”. An amended budget for the Town of Lake Park Sanitation Fund is hereby approved and adopted as set forth in the attached Attachment “B”. An amended budget for the Town of Lake Park Stormwater Fund, the Town of Lake Park Special Projects Fund and Streets and Roads Funds are hereby approved and adopted as set forth in the attached Attachment “B”.

Section 3. The Annual Budget establishes limitations on expenditures by fund and by department within funds, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted resolution effecting such amendment or transfer. However, specific activity and department amounts may be exceeded upon authorization of the Town Manager or the Community Redevelopment Agency Executive Director so long as excesses exist in other activities within said fund budget. Notwithstanding the foregoing, the Town Commission or the Lake Park Community

Redevelopment Agency Board shall approve by resolution the transfer of all appropriations in excess of \$10,000 and all transfers from the Town's Unassigned Fund Balance Account or the Town's Contingency Account.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This resolution shall take effect immediately upon adoption.

TOWN OF LAKE PARK

BUDGET ADJUSTMENT

DEPARTMENT: Re-encumber PO's

Adjustment No.: #1-2024

DATE: 10/1/2023

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Balance Brought Forward	001-399.999		\$194,623.00
Professional Services	001-512-110-31000		\$17,000.00
Operating Supplies	001-512-110-52000		\$12,080.00
ARPA	001-589-900-52700		\$103,490.00
Contractual Services	001-597-408-34000		\$7,570.00
Repairs & Maintenance	001-597-408-46000		\$4,004.00
Improvements Other than Bldg	001-597-408-63000		\$38,854.00
Professional Services	001-512-106-31000		\$2,265.00
Library Materials - Grants	001-571-700-56200		\$9,360.00
Balance Brought Forward	110-399.999		\$236,477.00
Professional Services	110-552-520-31000		\$53,487.00
Improvements Other than Bldg	110-552-520-63000		\$182,990.00
Balance Brought Forward	190-399.999		\$88,741.00
Professional Services	190-541-190-31000		\$84,482.00
Traffic Signs & Signals	190-541-190-46600		\$4,259.00
Balance Brought Forward	301-399.999		\$836,326.00
PBC Discretionary Surtax Projects	301-521-301-63100		\$284,350.00
DEP-22FRP76 2nds St Bioswale	301-521-301-63828		\$526,513.00
Grant - CDBG	301-541-301-63823		\$25,463.00
Balance Brought Forward	402-399.999		\$229,387.00
Professional Services	402-538-402-31000		\$64,062.00
Repairs & Maintenance	402-538-402-46000		\$165,325.00
Balance Brought Forward	404-399.999		\$30,762.00
Repairs & Maintenance	404-534-404-46000		\$28,037.00
Vehicle Parts & Supplies	404-534-404-46300		\$2,725.00

TOTAL \$0.00 \$3,232,632.00

Explanation: Re-encumber 28 Purchase Order balance open at 9/30/2023, per attached report. Additionally, MCCI balance not used in 2023 and ALA Library and Community Connect grant funds received Jul-Sept 2023 not spent

APPROVALS:

Department Head: _____
Finance Director: _____
Town Manager: _____
Commission: _____

Date: _____
Date: _____
Date: _____
Date: _____

Item 5.

**TOWN OF LAKE PARK**

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER

Item 5.

PO Number: PO00019-R1**Date:** 10/01/2023**Requisition #:** 56234**Vendor #:** 18935

ISSUED TO: PBC BOARD OF COUNTY COMMISSION
Attn: PBC CLERK & COMPTROLLER'S OFFICE
ATTN: REVENUE MANAGER
P O BOX 3977
WEST PALM BEACH, FL 33402-

SHIP TO: TOLP - TC
Attn: Vivian Mendez
535 Park Ave.
Lake Park, FL 33403

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	FIBER OPTIC LAMBDA RAIL	301-521-301-63100		0.00	31,865.75

Authorized by: _____

SUBTOTAL:	31,865.75
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	31,865.75

Please include PO number on all invoices

**TOWN OF LAKE PARK**

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER

Item 5.

PO Number: PO00021-R1**Date:** 10/01/2023**Requisition #:** 56382**Vendor #:** 483659**ISSUED TO:** BAXTER & WOODMAN INC

Attn: DEPT #349

PO BOX 850001

ORLANDO, FL 32885-0349

SHIP TO:

TOLP - TC

Attn: Vivian Mendez

535 Park Ave.

Lake Park, FL 33403

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	SOUTHERN OUTFALL PROJECT	402-538-402-31000		0.00	33,445.03

Authorized by: _____

SUBTOTAL: 33,445.03

TOTAL TAX: 0.00

SHIPPING: 0.00

TOTAL 33,445.03**Please include PO number on all invoices**

**TOWN OF LAKE PARK**

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER

Item 5.

PO Number: PO00027-R1**Date:** 10/01/2023**Requisition #:** 56379**Vendor #:** 64623**ISSUED TO:** WATER RESOURCES MANAGEMENT ASSOCIATION

Attn: TEQUESTA
250 TEQUESTA DR
SUITE 302
TEQUESTA, FL 33469

SHIP TO:

TOLP - PW
Attn:Paula LeBlanc
640 Old Dixie Hwy.
Lake Park, FL 33403

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Bert Bostrom Park Project- Development & Design	402-538-402-31000		0.00	6,547.31

Authorized by: _____

SUBTOTAL:	6,547.31
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	6,547.31

Please include PO number on all invoices



TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER

Item 5.

PO Number: PO00032-R1 **Date:** 10/01/2023
Requisition #: 56534 **Vendor #:** 18710

ISSUED TO: ENGENUITY GROUP INC
1280 NORTH CONGRESS AVE
SUITE 101
WEST PALM BEACH, FL 33409

SHIP TO: TOLP - PW
Attn:Paula LeBlanc
640 Old Dixie Hwy.
Lake Park, FL 33403

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Prof Engineering Svc-Joule Road Stormwater Replace	402-538-402-31000		0.00	3,290.00

Authorized by: _____

SUBTOTAL:	3,290.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	3,290.00

Please include PO number on all invoices

**TOWN OF LAKE PARK**

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER

Item 5.

PO Number: PO00052-R1**Date:** 10/01/2023**Requisition #:** 56566**Vendor #:** 18963

ISSUED TO: ENVIRONMENTAL PRODUCTS GROUP
700 HERMIT SMITH ROAD
APOPKA, FL 32703

SHIP TO: TOLP - PW
Attn:Paula LeBlanc
640 Old Dixie Hwy.
Lake Park, FL 33403

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Wiring Harness Repair	404-534-404-46000		0.00	7,366.53
2	0	Main Control Valve/Assembly Repair	404-534-404-46000		0.00	8,064.09
3	0	Replace T/G Module & Various Parts	404-534-404-46000		0.00	3,612.30
4	0	Remove/Replace Tailgate Seal	404-534-404-46000		0.00	528.66
5	0	Remove/Replace Damaged Grease Lines/Fittings	404-534-404-46000		0.00	3,230.98
6	0	Painting of Vehicle 70	404-534-404-46000		0.00	5,234.61

Authorized by: _____

SUBTOTAL:	28,037.17
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	28,037.17

Please include PO number on all invoices

**TOWN OF LAKE PARK**

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER

Item 5.

PO Number: PO00062-R1**Date:** 10/01/2023**Requisition #:** 56419**Vendor #:** 15035

ISSUED TO: JMORTON PLANNING & LANDSCAPE ARCHITECTURE
3910 RCA BLVD
SUITE 1015
PALM BEACH GARDENS, FL 33410

SHIP TO: TOLP - CRA
535 Park Ave.
Lake Park, FL 33403

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	BOARD APPROVED:AUG 3 2022	110-552-520-31000		0.00	9,254.59

Authorized by: _____

SUBTOTAL:	9,254.59
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	9,254.59

Please include PO number on all invoices

TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER

Item 5.

PO Number: PO00066-R1

Date: 10/01/2023

Requisition #: 56540

Vendor #: 18710

ISSUED TO: ENGENUITY GROUP INC
1280 NORTH CONGRESS AVE
SUITE 101
WEST PALM BEACH, FL 33409

SHIP TO: TOLP - CRA
535 Park Ave.
Lake Park, FL 33403

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Prof Svcs for 100% Const Ready Plans 10th St Oval	110-552-520-31000		0.00	26,910.36
2	0	Prof Svcs for 100% Const Ready Plans 10th St Oval	190-541-190-31000		0.00	84,481.64

Authorized by:

Jeffrey P. Lenz

SUBTOTAL:	111,392.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	111,392.00

Please include PO number on all invoices



TOWN OF LAKE PARK

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER

Item 5.

PO Number: PO00070-R1 **Date:** 10/01/2023
Requisition #: 56500 **Vendor #:** 45244

ISSUED TO: SUSAN E. O'ROURKE P.E. INC
3725 SE OCEAN BLVD
SUITE 201
STUART, FL 34996-

SHIP TO: TOLP - IT
Attn:Paul McGuinness
535 Park Ave.
Lake Park, FL 33403

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Re-Encumber	001-589-900-52700		0.00	37,800.00

Authorized by: 

SUBTOTAL:	37,800.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	37,800.00

Please include PO number on all invoices

**TOWN OF LAKE PARK**

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER**Item 5.****PO Number:** PO00096-R1**Date:** 10/01/2023**Requisition #:** REQ00017**Vendor #:** 62194**ISSUED TO:** UNIVERSAL SIGNS & ACCESSORIES

Attn: ORANGE
3001 ORANGE AVE
FORT PIERCE, FL 34947-3634

SHIP TO:

TOLP - PW
Attn:Paula LeBlanc
640 Old Dixie Hwy.
Lake Park, FL 33403

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	7 Roll Up Sign 48"x48" Non-Reflec 3/16" Ribs 2 Lexan 2ea-RIGHT LANE CLOSED AHEAD, 2ea-LEFT LANE CLOSED AHEAD, 1ea- CONSTRUCTION AHEAD & 2ea-ROAD WORK AHEAD 1000 FT.	190-541-190-46600		55.00	385.00
2	7 Stand, C-202	190-541-190-46600		156.00	1,092.00
3	12 Sign R1-1 30x30x080 White HIP Oct.Stn Holes No Rad	190-541-190-46600		35.00	420.00
4	6 Sign R6-2L 24x30x080 White HIP UV Overlay	190-541-190-46600		28.00	168.00
5	6 Sign R6-2R 24x30x080 White HIP UV Overlam Vert Std	190-541-190-46600		28.00	168.00
6	6 Sign R7-100 12x18x080 White HIP UV Overlam Vert NO PARKING	190-541-190-46600		12.50	75.00
7	6 Sign R7-100 12x18x080 White HIP UV Overlam Vert NO PARKING IN SWALE	190-541-190-46600		12.50	75.00
8	12 Cross 12" Slot 90degree for Flat SNS 812F	190-541-190-46600		15.00	180.00
9	12 Cap for U-Post 12" Slot 90degree for Flat SNS 812F	190-541-190-46600		15.00	180.00
10	12 Round Aluminum Post 13.5"x3 OD 0.125	190-541-190-46600		65.00	780.00
11	24 Z-Bar 14"x1-3/4" Prefabbed	190-541-190-46600		7.00	168.00
12	24 U-Bolt 3" OD Round Post HDG w/4 Nuts FDOT	190-541-190-46600		7.00	168.00
13	0 Shipping Charge PER QUOTE #EST-008968	190-541-190-46600		0.00	400.00

Authorized by: _____

SUBTOTAL:	4,259.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	4,259.00

Please include PO number on all invoices

**TOWN OF LAKE PARK**

535 Park Avenue
Lake Park, FL 33403
PH: (561) 881-3350

PURCHASE ORDER

Item 5.

PO Number: PO00101-R1**Date:** 10/01/2023**Requisition #:** REQ00031**Vendor #:** 64623**ISSUED TO:** WATER RESOURCES MANAGEMENT ASSOCIATION

Attn: TEQUESTA

250 TEQUESTA DR

SUITE 302

TEQUESTA, FL 33469

SHIP TO:

TOLP - PW

Attn:Paula LeBlanc

640 Old Dixie Hwy.

Lake Park, FL 33403

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Coastal Vulnerability, Risk & Adaptation Report	402-538-402-31000		0.00	20,780.00

Authorized by: _____

SUBTOTAL: 20,780.00

TOTAL TAX: 0.00

SHIPPING: 0.00

TOTAL 20,780.00**Please include PO number on all invoices**

Barbara Gould

From: Vivian Mendez
Sent: Friday, October 6, 2023 10:00 AM
To: Barbara Gould
Cc: Jeffrey Duvall
Subject: RE: Requisition REQ00038 is ready for Approval

Thank you Barbara. We would like those funds placed in the 2023/2024 budget for this project just in case we are, once again, told that the project would cost more than budgeted. Thank you.

Sincerely,

Vivian Mendez, MMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3311
561-881-3314 (fax)
vmendez@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 email communications are therefore subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Florida State Statute Section 668.6076.

From: Barbara Gould <bgould@lakeparkflorida.gov>
Sent: Friday, October 6, 2023 9:57 AM
To: Vivian Mendez <vmendez@lakeparkflorida.gov>

Cc: Jeffrey Duvall <jduvall@lakeparkflorida.gov>

Subject: RE: Requisition REQ00038 is ready for Approval

Vivian

The MCCI Purchase Order for FY22-23 was issued for \$13,491.70. That was a combination of funds unspent on the original PO and the funds allocated in the FY22-23 budget.

The invoices received to date for FY22-23 scanning services totaled to \$11,226.96.

That would leave a balance of \$2,264.74 unspent. If there are no additional invoices for FY 22-23, you could request these funds be brought forward into FY 23-24.

Thank you

Sincerely,

Barbara A. Gould

Assistant Finance Director

Town of Lake Park

535 Park Avenue

Lake Park, FL 33404

561-881-3350 ext. 354

561-841-0393 direct line

561-881-3358 fax

bgould@lakeparkflorida.gov

From: Vivian Mendez <vmendez@lakeparkflorida.gov>

Sent: Friday, October 6, 2023 9:33 AM

To: Bryan Frick <bryanf@mccinnovations.com>

Cc: Town Clerk <townclerk@lakeparkflorida.gov>; Jeffrey Duvall <jduvall@lakeparkflorida.gov>; Barbara Gould <bgould@lakeparkflorida.gov>

Subject: RE: Requisition REQ00038 is ready for Approval

Good morning Bryan,

I hope you are well.

As you may be aware October 1st began a new fiscal year. Therefore, it is not as simple as signing a change order. A new purchase order is being issued and is currently going through the review process. I will be out of the office next week. Once the purchase order has been issued you will receive an email with a copy of the new purchase order. I will follow up on the status of the purchase order upon my return to the office.

If you have any questions please reply to everyone in this email so that an answer can be provided during my absence.

Thank you.

Sincerely,

Vivian Mendez, MMC
 Town Clerk
 Town of Lake Park
 535 Park Avenue
 Lake Park, Florida 33403
 561-881-3311
 561-881-3314 (fax)
vmendez@lakeparkflorida.gov



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From: Bryan Frick <bryanf@mccinnovations.com>
Sent: Wednesday, October 4, 2023 2:28 PM
To: Vivian Mendez <vmendez@lakeparkflorida.gov>
Subject: RE: Requisition REQ00038 is ready for Approval

Thanks Vivian. I just need a signature on the Change Order and the PO can follow whenever it is ready. Thanks!

Bryan Frick
Account Executive

Item 5.



Phone: 850-701-0725 ext. 7729
Cell: 352-258-5203
Support: 850-701-0737
bryanf@mccinnovations.com
www.mccinnovations.com

From: Vivian Mendez <vmendez@lakeparkflorida.gov>
Sent: Wednesday, October 4, 2023 2:23 PM
To: Bryan Frick <bryanf@mccinnovations.com>
Subject: Requisition REQ00038 is ready for Approval

Bryan, below is the P.O. number. As more information becomes available I will forward it to you.

Requisition Number: REQ00038
Description: Scanning Project
Requestor: Vivian Mendez
Department: TOWN CLERK
Vendor: MCCI LLC
Total Amount: \$20,000.00

Sincerely,

Vivian Mendez, MMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3311
561-881-3314 (fax)
vmendez@lakeparkflorida.gov



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IMPORTANT: *The contents of this email and any attachments are confidential and intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.*

Barbara Gould

From: Cynthia Ornelas
Sent: Thursday, December 14, 2023 5:03 PM
To: Barbara Gould
Cc: Judith Cooper
Subject: RE: grant funds not spent

Hi Barbara,

Per our conversation today there is only one item that we paid for in August 2023. Unfortunately, we may have coded it under 700-52000 and not against the grant money. If you need anything else just let me know. It was paid with the Bank of America Card And this charge appears on the July 16 – August 15, 2023.

PS: see comments below in regards to the **other** grants.

Regards,
 Cynthia L Ornelas
 Accounting Tech
 Lake Park Public Library
 529 Park Avenue
 Lake Park, Florida 33403
 561-881-3330 x 332
A 2018 Star Library ☺
www.lakeparkflorida.gov/government/departments/Lake-Park-Public-Library

Date	Vendors	Invoice #	Amounts	Description
			\$ 2,000.00	
8/1/2023	Amazon		\$ (139.75)	Blue Micro Cases



[Your Account](#) | [Amazon.com](#)

Order Confirmation

Order #[112-6152535-4359413](#)

Hello Judie Cooper,

Thank you for shopping with us. We'll send a confirmation once your items have shipped. Your order details are indicated below. If you would like to view the status of your order or make any changes to it, please visit [Your Orders](#) on Amazon.com.

This order is placed on behalf of Lake Park Public Library.

Your guaranteed delivery date is:

Monday, August 7

Your shipping speed:

FREE Shipping

Your order will be sent to:

**Judie Cooper
LAKE PARK, FL
United States**

[Order Details](#)

Order Details

Order #[112-6152535-4359413](#)

Placed on today, August 1



[5 x Pelican Products 1040-026-100 Pelican 1040 Micro Case \(Blue/Clear\)](#)

Camera

Sold by Amazon.com Services LLC

\$27.95

Order Total:

\$139.75

To learn more about ordering, go to [Ordering from Amazon.com](#).

If you want more information or need more assistance, go to [Help](#).

Thank you for shopping with us.

Amazon.com

Recommended for you based on items in your order



[Pelican 1042 Foam Set \(1040-400-000\),...](#)

\$5.99



[amFilm Screen Protector Compatible...](#)

\$12.99

By placing your order, you agree to Amazon.com's [Privacy Notice](#) and [Conditions of Use](#). Unless otherwise noted, items sold by Amazon.com are subject to sales tax in select states in accordance with the applicable laws of that state. If your order contains one or more items from a seller other than Amazon.com, it may be subject to state and local sales tax, depending upon the seller's business policies and the location of their operations. Learn more about [tax and seller information](#).

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

From: Barbara Gould <bgould@lakeparkflorida.gov>
Sent: Wednesday, December 13, 2023 4:07 PM
To: Cynthia Ornelas <cornelas@lakeparkflorida.gov>
Cc: Judith Cooper <jcooper@lakeparkflorida.gov>
Subject: grant funds not spent

Cynthia

I am following up on those 3 grants
Community Connect \$2000 received 7/31/2023
ALA Library \$6000 received 8/14/2023 - We began spending the Grant money in October 2023
ALA Library \$1500 received 9/21/2023 – Nothing has been spent yet.

I need to get any of these funds not spent before 9/30/2023 into the Budget Adjustment set to go before the Commission in January. Please forward those figures as soon as possible.

Thank you

Sincerely,

Barbara A. Gould
Assistant Finance Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33404
561-881-3350 ext. 352
561-881-3352 direct line
561-881-3358 fax
Please note the change in telephone numbers
bgould@lakeparkflorida.gov



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 3, 2024

Agenda Item No.

Agenda Title: Progress Report on Status of P3 Ground Leases between the Town of Lake Park and Forest Development P3 LPM, LLC for the Remaining Three Components of the P3 Project for the Enhancement of the Lake Park Harbor Marina

[] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [x] **OLD BUSINESS**
 [] PUBLIC HEARING ORDINANCE ON FIRST READING
 [] NEW BUSINESS
 [] OTHER: _____

Bambi McKibbon-

Approved by Town Manager Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake
 Park, ou=Assistant Town Manager/Human Resources
 Director, email=bturner@lakeparkflorida.gov, c=US
 Date: 2023.12.29 10:36:00 -05'00'

Bambi McKibbon-Turner, Assistant Town Manager/Human Resources Director

Name/Title

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	<u>Attachment:</u> None
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	<u>Yes I have notified everyone: BMT</u> OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

The Resolution for approval of the ground lease between the Town of Lake Park and Forest Development P3 LPM, LLC for the Hotel Component of the P3 Project for the Enhancement of the Lake Park Harbor Marina is an agenda item for this 1/3/2024 Commission meeting.

The purpose of this agenda item entitled Progress Report on P3 Ground Leases is to report on the status of the remaining P3 ground leases, i.e., for the Boat Storage Component, the Public Marina Component, and the Marina Restaurant Component. Staff is in the process of scheduling a meeting with Don Delaney of Strategic Development Initiatives Inc., Larry Zabik of Zabik and Associates, the Town Attorney, Peter Baytarian and Forest Development's attorneys to discuss the status of the remaining P3 Ground Leases.

Recommended Motion: There is no recommended motion. This agenda item is informational only.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 3, 2024

Agenda Item No.

Agenda Title: Resolution Authorizing the Mayor to Execute the Ground Lease between the Town of Lake Park and FD P3 LP HOTEL, LLC for the Hotel Component of the P3 Project for the Enhancement of the Lake Park Harbor Marina

- | | |
|---|---|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS
<input type="checkbox"/> BOARD APPOINTMENT
<input type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> NEW BUSINESS
<input type="checkbox"/> OTHER: _____ | <input type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> OLD BUSINESS
<input type="checkbox"/> ORDINANCE ON FIRST READING |
|---|---|

Approved by Town Manager

Date:

1-2-24

Bambi McKibbon-Turner, Assistant Town Manager/Human Resources Director

Name/Title

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<u>Attachment:</u> Resolution and Copy of the Ground Lease between the Town of Lake Park and FD P3 LP Hotel, LLC for the Enhancement of the Lake Park Harbor Marina for the Hotel Component
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	<u>Yes I have notified everyone:</u> <u>BMT</u> OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

At its August 2, 2023 meeting, the Town Commission approved the execution of the P3 Comprehensive Agreement (the “Agreement”) between the Town of Lake Park and Forest Development P3 LPM, LLC (collectively “the parties”) for the enhancement of the Lake Park Harbor Marina.

Pursuant to Article 4 of the Agreement, the parties are required to enter into four separate ground leases for each component of the enhancement project (i.e., the Hotel Component, the Boat Storage Component, the Public Marina Component, and the Marina Restaurant Component). The purpose of this agenda item is to approve and authorize the Mayor to execute the ground lease for the Hotel Component.

The ground leases for the remaining three components, i.e., the Boat Storage Component, the Public Marina Component and the Marina Restaurant Component, will be submitted as part of a subsequent Commission meeting agenda item.

Such ground lease is attached as an exhibit to the attached Resolution.

Staff recommends approval.

Recommended Motion: I move to approve Resolution _____.

RESOLUTION 03-01-24**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO THE EXECUTE A GROUND LEASE WITH FD P3 LP HOTEL, LLC FOR THE HOTEL COMPONENT OF THE P3 PROJECT AT THE LAKE PARK HARBOR MARINA; 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, in accordance with Florida Statutes §255.065, Forest Development P3 LPM, LLC, a Florida limited liability company (the "Developer"), is developing a Qualifying Project (the "**Proposal for Redevelopment**") involving the redevelopment of six (6) parcels of land owned by Landlord (the "**Land**"), comprising approximately +/-12.01 acres generally located on the intracoastal waterway 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**"); and

WHEREAS, in accordance with said §255.065, the Town and Developer entered into that certain Comprehensive Agreement dated as of August 2, 2023 (the "Comprehensive Agreement"), memorializing their respective rights and obligations with respect to the redevelopment of the Marina; and

WHEREAS, pursuant to the Comprehensive Agreement, Town and Developer have agreed that Landlord and four (4) special purpose entities formed by Developer shall enter into four (4) separate ground leases for the development of the Land, one of which will be a ground lease for the development of the "Hotel Component," as defined in the Comprehensive

Agreement); and

WHEREAS, in accordance with the Comprehensive Agreement, a 99 year Ground Lease (“Lease”) for the Hotel Component has been negotiated between FD P3 LP HOTEL, LLC and the Town.

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 a Ground Lease for the Hotel Component Ground Lease with FD P3 LP HOTEL, 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 Hotel Component Ground Lease on behalf of the Town.

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

GROUND LEASE
(Hotel Component)

THIS GROUND LEASE (this “**Lease**”), dated as of _____, 2024 (the “**Effective Date**”), is entered into by and between the **TOWN OF LAKE PARK, FLORIDA**, a Florida municipal corporation (“**Landlord**”), and **FD P3 LP HOTEL, LLC**, a Florida limited liability company (“**Tenant**”) (collectively, the “**Parties**” and individually, a “**Party**”).

WHEREAS, in accordance with Florida Statutes §255.065, Forest Development P3 LPM, LLC, a Florida limited liability company (the “**Developer**”), an affiliate of Tenant, submitted to Landlord an unsolicited proposal for a Qualifying Project (the “**Proposal for Redevelopment**”) involving the redevelopment of six (6) parcels of land owned by Landlord (the “**Land**”), comprising approximately +/-12.01 acres generally located on the intracoastal waterway 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**”); and

WHEREAS, the Town Commission selected the Developer’s Proposal for Redevelopment; and

WHEREAS, in accordance with said §255.065, Landlord and Developer entered into that certain Comprehensive Agreement dated as of August 2, 2023 (as the same may be amended or supplemented, collectively, the “**Comprehensive Agreement**”), memorializing their respective rights and obligations with respect to the redevelopment of the Marina; and

WHEREAS, all capitalized terms used but not otherwise defined in this Lease shall have the respective meanings ascribed to them in the Comprehensive Agreement; and

WHEREAS, pursuant to the Comprehensive Agreement, Landlord and Developer have agreed that Landlord and four (4) special purpose entities formed by Developer shall enter into four (4) separate ground leases for portions of the Marina, on which will be developed the “Hotel Component,” the “Boat Storage Component,” the “Public Marina Component” and the “Marina Restaurant Component” (as defined in the Comprehensive Agreement); and

WHEREAS, in accordance with the Comprehensive Agreement, Landlord and Tenant desire to enter into this Lease to document Tenant’s lease from Landlord of a portion of the Marina hereinafter described on which will be developed the Hotel Component, all in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **DEMISE.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, all of the area shown on the plan attached hereto as **Exhibit A** and made a part hereof (the “**Site Plan**”), and more particularly described on **Exhibit B**, attached hereto and made a part

hereof, together with all appurtenant easements and rights thereto (collectively, the “**Premises**”). Landlord and Tenant hereby acknowledge and agree that this Lease shall be subject to the terms, conditions and provisions of the Comprehensive Agreement only to the extent the same pertain to the Hotel Component and that only a default under the terms of the Comprehensive Agreement that pertain to the Hotel Component shall constitute a default under this Lease.

2. **TERM.** The term of this Lease (the “**Term**”) shall be ninety-nine (99) years, commencing on the later of (i) the Effective Date; (ii) the earlier of (A) the date of the modification or termination of the Deed Restrictions and Reverter Clauses to Landlord’s and Developer’s reasonable satisfaction, and (B) the date that Developer notifies Landlord in writing that it intends to proceed with the Project even if the Deed Restrictions and Reverter Clauses are not fully terminated; (iii) August 2, 2025 (the “**Commencement Date**”). Notwithstanding the foregoing, in the event that the Deed Restrictions and Reverter Clauses have not been terminated or modified to the Developer’s reasonable satisfaction and the Developer has not notified Landlord in writing that it intends to proceed with the Project despite the fact that the Deed Restrictions and Reverter Clauses have not been fully terminated, Tenant shall have the right to terminate this Lease by written notice to Landlord on or before August 2, 2025.

3. **LEASE PAYMENTS.** As consideration for Landlord’s execution of this Lease with Tenant, Tenant shall make payments to Landlord in accordance with the schedule attached hereto as **Exhibit C** (the “**Lease Payments**”). During the Term, Tenant shall also be responsible for all real estate taxes (including ad valorem taxes and non-ad valorem assessments) assessed with respect to the Premises and for all expenses incurred in connection with the ownership, operation, maintenance, repair, occupancy or use of the Premises. In addition, Tenant shall pay or cause the Developer to pay the portion of the P3 Assessment Fee in the total amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) and the Building Permit Fee (as such terms are defined in the Comprehensive Agreement) applicable to the Hotel Component, which payments shall be made on or before August 2, 2024 in accordance with the Comprehensive Agreement. Except as otherwise expressly set forth in this Lease, Landlord shall not be responsible for any costs, expenses, or charges of any kind or nature respecting the Premises and Landlord shall not be required to render any services of any kind to Tenant or to the Premises. Landlord shall receive the Lease Payments free and clear of any and all impositions, taxes, liens, charges, deductions or expenses of any nature whatsoever in connection with the ownership, operation, maintenance, repair, occupancy or use of the Premises.

4. **IMPROVEMENTS.** Tenant hereby agrees to develop the Hotel Component on the Premises in accordance with the terms and conditions of the Comprehensive Agreement, to the extent such terms and conditions apply to the Hotel Component. Tenant covenants that the construction of all improvements at the Premises (the “**Improvements**”) shall be at Tenant’s sole cost and expense and in accordance with all applicable legal requirements. Tenant acknowledges and agrees that the interest of the Landlord in the Premises shall not be subject to liens for improvements made by the Tenant. Tenant shall not at any time permit any mechanics’, laborers’ or materialmen’s liens to stand against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant’s agents, contractors or subtenants, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant. Tenant shall notify any contractor engaged in the construction of the Improvements of the foregoing, and the knowing or willful failure of the

Tenant to provide such notice to the contractor(s) shall render the contract between the Tenant and the contractor voidable at the option of the contractor. In the event any such lien is filed against the fee simple interest in the Premises as a result of any construction thereon by Tenant or on Tenant's behalf, then and in that event, Tenant shall cause said lien to be discharged or bonded over within thirty (30) days of Tenant's actual knowledge of same. The failure to do so shall, at the option of Landlord, constitute a breach of this Lease. If Tenant fails to have such lien or claim for lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, shall have the right to pay or discharge the same, and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's reasonable expenses and attorneys' fees.

Subject to the terms and conditions of this Lease, until the expiration or earlier termination of this Lease, (a) all Improvements shall be and remain the property of Tenant, and (b) Tenant shall have the rights and benefits of ownership of the Improvements, including, without limitation the right to claim depreciation of the Improvements for tax purposes.

5. USE OF PREMISES. It is expressly agreed that the Premises may be used during the Term only for any purposes permitted pursuant to the Comprehensive Agreement or as may permitted by the applicable governmental authority and may not use the Premises for any purpose in violation of the Deed Restrictions and Reverter Clauses to the extent the same have not been amended or terminated of record. Notwithstanding the foregoing, Landlord and Tenant hereby agree that, prior to the commencement of the construction of the Improvements, Tenant shall have the right to use the Premises for the parking of vehicles. Tenant, its agents, employees, customers, and invitees shall have free and unobstructed right to use the Premises for such purposes. Tenant shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the Improvements, or any activity or condition on or at the Premises. Tenant shall have access to the Premises twenty-four (24) hours per day, 365 days per year. Tenant shall have the right to place signs at the Premises provided such signs comply with the local ordinances and regulations. Upon the expiration of the Term, upon Landlord's request, Tenant shall remove all signage and shall restore and repair any damage caused by the installation or removal of such signs.

6. MAINTENANCE AND REPAIR. Throughout the Term, Tenant, at its sole cost and expense, shall (a) keep and maintain the Premises including all Improvements of every kind thereon and appurtenances thereto, in good order and condition, and (b) make such repairs, replacements and renewals (collectively, "**Repairs**") to the Premises as may be necessary or appropriate to keep and maintain the Premises in good order and condition, whether such Repairs are ordinary or extraordinary, foreseen or unforeseen. Without limiting the generality of the foregoing, Tenant shall keep and maintain all portions of the Premises and all driveways, sidewalks, parking areas, curbs and access ways adjoining the Premises in a clean and orderly condition, and shall keep and maintain all open areas of the Premises in a neat and orderly condition and perform all necessary landscaping work. All Repairs shall be promptly made with materials and equipment, which are at least equal in quality to those in place. Landlord shall not be obligated to make any repairs or replacements of any kind, nature, or description, whatsoever, to the Premises or the Improvements thereon.

7. INDEMNIFICATION.

(a) Subject to the subrogation provisions of this Lease, Tenant agrees to indemnify and hold Landlord and its former and current elected and appointed officials, agents, consultants and employees (collectively, “**Landlord Parties**”) 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, any Landlord Party arising out of, from, or in any way connected with or arising from the negligence, recklessness, or intentional wrongful misconduct of Tenant in the performance of its obligations under this Lease. Notwithstanding the foregoing, Tenant shall not be required to indemnify any Landlord Party with respect to any liability, loss, damages, costs or expenses suffered as a result of the negligence and/or willful misconduct of such Landlord Party. To the extent this indemnification clause or any other indemnification clause in this Lease 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.

(b) Tenant shall not have any obligation to indemnify or defend the Landlord Parties against any claims brought against any Landlord Party by any third party challenging: (i) Landlord’s legal authority to lease all or any portion of the Premises; (ii) the Town Commission’s judgment in leasing all or any portion of the Premises; or (iii) Landlord’s decision to enter into this Lease or the terms and provisions of this Lease, 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 Landlord and Tenant, Tenant shall have the responsibility to defend the allegations against it. The provisions of this Section shall survive the expiration or earlier termination of this Lease. Any tort liability to which Landlord is exposed under this Lease 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. Landlord expressly does not waive any of its rights and immunities under § 768.25.

8. TAXES. During the Term, Tenant shall assume full responsibility for and shall pay all taxes and assessments that accrue to the Premises or to the Improvements thereon, including sales and property taxes (including ad valorem taxes and non-ad valorem assessments). Tenant shall obtain, if available, a separate tax billing or assessment for the Premises, and Tenant shall pay the ad valorem real property taxes attributable to the Premises only. If a separate billing or assessment for the Premises is not available, Tenant shall pay its pro rata share of the cost incurred by Landlord for real property taxes upon the Project. Tenant agrees to reimburse Landlord within thirty (30) days after receipt of an itemized statement showing the pro rata amount due by Tenant.

In no event shall Tenant be obligated to pay any of Landlord’s administrative fees relating to taxes nor shall Tenant be obligated to pay any interest or penalties imposed for late payment or otherwise unless caused by Tenant. Any real property taxes shall be apportioned so that Tenant shall pay only that portion of real property taxes or installments thereof as fall within the Term. Tenant shall not be obligated to pay any income tax, excise tax or other similar tax or charge, or

inheritance, franchise, capital levy transfer, estate, succession or other similar tax or charge that may be payable by or chargeable to Landlord under any present or future law of the United States or the state in which the Premises are located or imposed by any political or taxing subdivision thereof. Tenant shall have the right, by appropriate proceedings, to protest or contest any assessment or reassessment for real property taxes, or any special assessment, or the validity of either, or of any change in assessments or the tax rate and Landlord agrees to reasonably cooperate with Tenant in any such protest or contest. If Landlord is unwilling to pursue such protest or contest, then Tenant may do so in Landlord's name at Tenant's expense. Landlord agrees not to initiate or endorse any action or application which would increase Tenant's monetary obligations under this Section.

9. INSURANCE; WAIVER OF SUBROGATION. During the Term, Tenant shall comply with all of the insurance requirements imposed upon the Developer pursuant to the Comprehensive Agreement only to the extent the same are applicable to the Hotel Component.

Landlord and Tenant, for themselves and their respective insurers, hereby release each other of and from any and all claims, demands, actions and causes of action, (including, without limitation, subrogation claims), for loss or damage to their respective property located within or upon, or constituting a part of the Premises, even if the loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under such policies or, in the case of Landlord, if Landlord elects to self-insure. Landlord and Tenant shall each cause each insurance policy obtained by it to provide that each insurance company waives all rights of recovery by way of subrogation against the other party in connection with any damage covered by any such policy. The foregoing waiver of subrogation shall also apply in the event that Landlord elects to self-insure.

10. UTILITIES. During the Term, Tenant, at its sole cost and expense, shall take such action as may be necessary to procure the utility services required for Tenant's operation of the Premises, including, without limitation, making arrangements to extend and connect utility lines to and within the Premises. Tenant shall pay all charges for utility services used on the Premises during the Term. At Landlord's request from time to time (but no more frequently than twice in any calendar year), Tenant shall deliver to Landlord receipts or other evidence satisfactory to Landlord indicating the timely payment of utility expenses.

Landlord makes no representation or warranty with respect to the availability or sufficiency of any utility service to the Premises. Landlord is not required to furnish any utility services to Tenant and shall not be liable for the failure of any utility services or for the untenability of the Premises or other damage or loss resulting from the unavailability, interruption, inadequacy or termination of, any utility services.

11. DEFAULT. The following conditions shall be considered a "**Default**" by Tenant hereunder:

(a) Tenant's failure to pay any monetary sum as provided in this Lease which continues for thirty (30) days following Tenant's receipt of notice from Landlord to that effect (a "**Monetary Default**"); and

(b) Tenant's failure to observe or perform any of the covenants, conditions or provisions of this Lease that Tenant must observe or perform, other than a Monetary Default, where the failure continues for a period of ninety (90) days after Tenant's receipt of written notice from Landlord; provided, however, that if the nature of the obligation that Tenant has failed to perform is such that more than ninety (90) are reasonably required for its cure, a Default will not occur so long as Tenant commences the cure within such ninety (90)-day period and continuously prosecutes the cure to completion (a "**Non-Monetary Default**")

If a Monetary Default occurs hereunder, then in addition to any other lawful or equitable right or remedy which Landlord may have, including any rights or remedies available to Landlord under the Comprehensive Agreement (to the extent applicable to the Hotel Component), Landlord may, subject to any and all cure and notice provisions contained in this Lease, do the following: (i) commence a proceeding to terminate this Lease, or (ii) repossess the Premises, with or without terminating this Lease.

If a Non-Monetary Default occurs and is continuing, then in addition to any other lawful or equitable right or remedy which Landlord may have, including any rights or remedies available to Landlord under the Comprehensive Agreement (to the extent applicable to the Hotel Component), Landlord shall have the right, in its sole election, then, or at any time thereafter while such Default shall continue to (i) remedy the same and charge Tenant for the reasonable costs thereof (including reasonable interest thereon), (ii) sue for specific performance of Tenant's obligations under this Lease; or (iii) commence a proceeding to terminate this Lease.

In the event of the occurrence of any Landlord's default as is detailed in this Lease which is not cured within sixty (60) days of Tenant's notice to Landlord, or such longer period of time as may be necessary to cure defaults which are not subject to being cured within such sixty (60) day period, Tenant shall have the right, in its sole election, then, or at any time thereafter while such Landlord's default shall continue to (i) remedy the same and charge Landlord for the costs thereof (including reasonable interest thereon), or (ii) sue for specific performance of Landlord's obligations under this Lease; or (iii) such other remedy as may be available at law or in equity.

Subject to the terms of this Section, all rights and remedies of Landlord and Tenant are cumulative, and the exercise of any one shall not be an election excluding Landlord or Tenant at any other time from exercising a different or inconsistent remedy. No waiver by Landlord or Tenant of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time.

12. CASUALTY.

(a) General. If at any time during the Term, any Improvements are damaged or destroyed by fire or other casualty (a "**Casualty**"), Tenant shall promptly give written notice thereof to Landlord. Tenant's obligations under this Lease shall not be affected by any Casualty except as provided in this Section. Lease Payments shall not abate during the period when the

Premises are not usable by Tenant due to damage or destruction, provided, however, Tenant shall receive a credit against the Lease Payments for the relevant period in an amount equal to any insurance proceeds actually received by Landlord with respect to such period.

(b) Restoration.

(i) Upon the occurrence of a Casualty, unless this Lease is terminated pursuant to Section 12(c), Tenant shall proceed, at its sole cost and expense and with commercially reasonable diligence, to carry out or cause to be carried out any necessary demolition and debris removal and to repair, restore, replace or rebuild the Improvements as nearly as reasonably practical to their condition, quality and character immediately prior to such damage or destruction, with such changes or alterations as may be approved by Landlord or as may be required by Governmental Authority (the “**Restoration**”).

(ii) All insurance proceeds shall be applied first to reimburse Tenant for the necessary and proper expenses paid or incurred by Tenant in the adjustment and collection of the insurance proceeds (including, without limitation reasonable attorneys’ fees and disbursements) (the “**Net Insurance Proceeds**”). The balance remaining shall be paid and applied in accordance with the provisions of this Section 12(b). In the event of a Casualty resulting in damage to the Improvements of less than \$2,000,000.00, the Net Insurance Proceeds shall be paid directly to Tenant and used by Tenant to pay the costs of the Restoration of the Improvements, subject to and in accordance with the provisions of this Section 12(b) and any Leasehold Mortgage. In the event of a Casualty resulting in damage to the Improvements of \$2,000,000.00 or more, the Net Insurance Proceeds shall be paid to the Insurance Depository (as hereinafter defined) and shall be held, invested and disbursed, subject to and in accordance with the provisions of this Section 12(b) and any leasehold mortgage. The “**Insurance Depository**” shall mean an institutional lender jointly selected by Landlord and Tenant (or if the provisions of any leasehold mortgage so provide, as selected by the holder of any Leasehold Mortgage (and may be the Leasehold Mortgagee)) to perform the functions described herein.

(iii) Subject to the terms of any Leasehold Mortgage, the Insurance Depository shall invest and reinvest the Net Insurance Proceeds in United States government securities backed by the full faith and credit of the United States government. The income from the investment of the Net Insurance Proceeds shall be part of the Net Insurance Proceeds and shall be held, invested, and disbursed in the same manner as the balance of the Net Insurance Proceeds. All reasonable costs, fees, expenses and charges of the Insurance Depository in connection with the collection, investment, administration and disbursement of the Net Insurance Proceeds shall be paid by Tenant upon demand by the Insurance Depository. In the event that Tenant shall fail to pay such costs, fees, expenses and charges upon demand, the Insurance Depository may deduct the amount thereof from the Net Insurance Proceeds.

(iv) The Insurance Depository shall disburse the Net Insurance Proceeds from time to time in accordance with requests for disbursement (each, a “**Disbursement Request**”) made by Tenant and approved by the then Leasehold Mortgagee, or, if there is no Leasehold Mortgagee, Landlord. No disbursement of Net Insurance Proceeds shall be made without the prior written approval of the then Leasehold Mortgagee, or, if there is no Leasehold

Mortgagee, Landlord. Landlord shall be obligated to approve a Disbursement Request provided that Tenant has complied with the requirements of this Section.

(v) Subject to the other requirements of this Lease, Net Insurance Proceeds shall be disbursed periodically by the Insurance Depository as the Restoration progresses in amounts not exceeding 90% of the value of labor and materials incorporated into the work. The remaining 10% will be disbursed upon final completion of the Restoration.

(vi) If at any time during the course of the Restoration the then Leasehold Mortgagee, or, if there is no Leasehold Mortgagee, Landlord, reasonably determines that the undisbursed portion of the Net Insurance Proceeds will not be sufficient to complete the Restoration, Tenant shall deposit the difference, as reasonably determined by Leasehold Mortgagee or Landlord, as applicable, with the Insurance Depository, and such amount shall be held, invested and disbursed in the same manner as the balance of the Net Insurance Proceeds.

(vii) All Restoration work shall be performed by Tenant in accordance with the provisions of Section 4.

(viii) Except as otherwise provided in any Leasehold Mortgage or any related loan documents, in the event that (a) Tenant shall fail to commence or complete the Restoration as required by this Section or otherwise defaults in the performance of its obligations under this Section, or (b) a default beyond any applicable notice and cure periods shall occur before or during the course of the Restoration, the Net Insurance Proceeds shall be paid to and retained by Landlord.

(ix) Upon final completion of the Restoration and compliance with the requirements for the final disbursement, any excess Net Insurance Proceeds shall be paid to Tenant.

(c) Termination by Tenant.

(i) Subject to the terms of any Leasehold Mortgage or any related loan documents, upon the occurrence of Casualty during the last thirty (30) years of the Term or if at any time during the Term the Improvements are substantially destroyed and estimated cost of the Restoration would exceed one hundred ten percent (110%) of the Maximum Required Restoration Cost (as hereinafter defined), then, instead of carrying out the resulting Restoration, Tenant, at its option, may elect to terminate this Lease by written notice to Landlord given within thirty (30) days after the Casualty or the estimated cost of such Restoration shall have been determined, whichever last occurs. After making such election, Tenant shall proceed with reasonable diligence to

(A) demolish the damaged portion of the Improvements to street grade;

(B) remove all debris from the Premises;

(C) put the Premises in good, safe, lawful, clean and orderly condition (collectively, the “**Demolition**”). The Demolition shall be carried out at Tenant’s sole cost and expense. Upon completion of the Demolition, as certified by the architect handling the Demolition and upon payment of all Lease Payments payable under this Lease through the date of such completion, this Lease shall expire and terminate with the same force and effect as though the date of such completion were the Termination Date; and

(D) provide evidence reasonably satisfactory to Landlord that all subleases have been terminated.

The term “**substantially destroyed**” shall mean and refer to that condition where the use and occupancy of substantially all the Improvements have been materially adversely affected and the estimated cost of the resulting Restoration would exceed \$2,000,000.00. The term “**Maximum Required Restoration Cost**” shall mean and refer to the total of (i) the insurance proceeds payable in respect of any loss which is the subject of the Restoration for which such determination is to be made (excluding the proceeds of any business interruption or rent loss insurance) plus the deductible amount under any applicable insurance policy or, in the case of any taking which is the subject of such Restoration, the portion of any Award (as hereinafter defined) payable in respect thereof which is available for such Restoration, *plus* (ii) any additional insurance proceeds that would have been payable in respect of any such loss if Tenant had complied with all relevant obligations of Tenant under this Lease and all relevant obligations of Tenant under all insurance policies (excluding the proceeds of any business interruption or rent loss insurance), *less* (iii) necessary and proper expenses paid or incurred by Tenant in the adjustment and collection of the insurance proceeds (including, without limitation reasonable attorneys’ fees and disbursements).

(d) Tenant’s Obligations Not Affected. Tenant shall be obligated to carry out, or cause to be carried out, the Restoration pursuant to Section 12(b) or the Demolition pursuant to Section 12(c), as the case may be, regardless (except for Landlord’s negligence or willful misconduct) of the cause of the loss which is the subject of such Restoration or Demolition, whether or not insurance shall have been in effect with respect to such loss, whether or not any proceeds from any such insurance shall be paid by the insurer, and whether or not any such insurance proceeds shall be sufficient to cover the cost of such Restoration or Demolition. Anything herein to the contrary notwithstanding, unless caused by Landlord’s negligence or willful misconduct, Landlord shall not be obligated to carry out any Restoration or Demolition. Landlord shall not be liable for any inconvenience, loss of business or annoyance arising from any damage or destruction of or to the Improvements or from any Restoration or Demolition, whether carried out by Landlord or Tenant.

(e) Survival. The provisions of this Section 12 shall survive the expiration or earlier termination of this Lease.

13. CONDEMNATION.

(a) Notice. Landlord and Tenant each agree to give the other written notice of any taking by exercise of the power of condemnation or eminent domain, whether by legal

proceedings or otherwise (“**Taking**”) of all or any portion of the Premises promptly after receiving notice thereof. Landlord agrees not to initiate or endorse any Taking which would materially interfere with Tenant’s ability to use the Premises for the use(s) permitted under this Lease.

(b) Total Taking. In the event of a Taking (other than for temporary use) of the entire Premises or such a substantial part of the Premises that the remaining portion of the Premises, after Reconstruction, would be unsuitable for the continued use and occupancy for the uses permitted hereunder (a “**Total Taking**”):

(i) this Lease shall terminate as of the date that possession is delivered to the condemning authority;

(ii) Lease Payments shall be apportioned as of the date the Lease terminates; and

(iii) any condemnation award or payment shall be applied first to reimburse Landlord and Tenant for the necessary and proper expenses paid or incurred by Landlord and Tenant in the collection of the condemnation award (including, without limitation reasonable attorneys’ fees and disbursements). The amount of any condemnation award or payment remaining after first reimbursing Landlord and Tenant for the necessary and proper expenses paid or incurred by Landlord and Tenant in the collection of the condemnation award or payment (including, without limitation reasonable attorneys’ fees and disbursements) (the “**Net Condemnation Proceeds**”) shall be apportioned between Landlord and Tenant in the manner set forth in this Section.

(c) Partial Taking. In the event of any Taking (other than for temporary use) which is not a Total Taking:

(i) this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such Partial Taking;

(ii) there shall be an equitable abatement of the Lease Payments payable under this Lease based on the portion of the Premises taken;

(iii) any condemnation award or payment shall be allocated first to the Leasehold Mortgagee, to the extent required by the Leasehold Mortgage or any related loan documents, and then to reimburse Landlord and Tenant for the necessary and proper expenses paid or incurred by Landlord and Tenant in the collection of the condemnation award (including, without limitation reasonable attorneys’ fees and disbursements);

(iv) Tenant shall proceed with due diligence to repair, restore and replace the Premises as nearly as possible to its condition and character immediately prior to such Partial Taking (the “**Reconstruction**”), except for any reduction in area caused thereby. The work performed under this Section shall be performed in accordance with the provisions of Section 4;

(v) the Net Condemnation Proceeds and any sums deposited by Tenant pursuant to Section 13(c)(vi) (collectively, the “**Reconstruction Funds**”) shall be held, invested and disbursed by the Insurance Depository to pay the costs of Reconstruction, subject to substantially the same terms and conditions as are applicable to the Net Insurance Proceeds under Section 12;

(vi) Tenant shall be solely responsible for any costs of Reconstruction which are in excess of the Net Condemnation Proceeds. If, at any time, Landlord reasonably determines that the Net Condemnation Proceeds will be insufficient to pay the remaining costs of Reconstruction, Tenant shall deposit the difference with the Insurance Depository, and such amount shall be held, invested and disbursed in the same manner as the Net Condemnation Proceeds;

(vii) any balance of the Reconstruction Funds remaining after completion of the Reconstruction shall be apportioned between Landlord and Tenant in accordance with the provisions of this Section 13.

(d) Net Condemnation Proceeds/Reconstruction Funds.

(i) In the event of a Total Taking, the Net Condemnation Proceeds shall be allocated first to the Leasehold Mortgagee, to the extent required by the Leasehold Mortgage or any related loan documents, and then apportioned between Landlord and Tenant in proportion to the fair market value of their respective interests in the Premises immediately prior to the Taking, as if such Taking had not occurred.

(ii) In the event of a Partial Taking, any Reconstruction Funds remaining after completion of the Reconstruction shall be applied first to reimburse Tenant for any sums deposited by Tenant pursuant to Section 13(c)(iv). The balance, if any, shall be apportioned between Landlord and Tenant in proportion to the fair market value of their respective interests in the Premises immediately prior to the Taking, as if such Taking had not occurred.

(iii) In determining the fair market value of Landlord’s interest in the Premises, due consideration shall be given to the fair market value of the Premises, as encumbered by the Lease, taking into account the remaining useful life of the Improvements at the expiration of the Term, as if such Taking had not occurred.

(e) Procedure for Apportioning Funds.

(i) Landlord and Tenant shall attempt, in good faith, to agree upon the apportionment of the Net Condemnation Proceeds or remaining Reconstruction Funds between Landlord and Tenant.

(ii) In the event that Landlord and Tenant are unable to agree upon the apportionment, either party shall have the right to submit such dispute (an “**Apportionment Dispute**”) to arbitration in accordance with the provisions of this Section and the arbitration rules of the American Arbitration Association then in existence.

(iii) During the first ten (10) days after either party notifies the other of its desire to submit the Apportionment Dispute to arbitration, Landlord and Tenant shall attempt to agree upon a single person (the “**Expert**”) who (a) shall be MAI certified, (b) shall have a minimum of ten (10) years’ experience in appraisal of real estate in the State in which the Premises are located, and (c) has not conducted within the previous three (3) years, does not presently conduct, and does not anticipate conducting a material amount of business with either Landlord or Tenant or their Affiliates, or otherwise have a financial interest in either Landlord or Tenant or their Affiliates and who is otherwise independent (the “**Expert Qualifications**”). If the parties agree upon a single Expert, each of them shall be responsible for one-half of the costs of the Expert so appointed. If Landlord and Tenant are unable to agree upon a single Expert, then within ten (10) days after the expiration of the period for agreeing upon a single Expert, each party, by giving notice to the other, shall appoint an Expert who meets the Expert Qualifications. Such notice shall be accompanied by a statement of all business conducted by the party making the appointment, and its Affiliates, with the Expert so appointed. If a party does not appoint an Expert within ten (10) days after the other party has given notice of the name of its Expert, the single Expert selected shall then be responsible for deciding the Apportionment Dispute.

(iv) If the two Experts are appointed by the parties as provided in this Section, they shall meet promptly and attempt to decide the Apportionment Dispute in accordance with the provisions of this Section. If they are unable to agree upon a resolution of the Apportionment Dispute within twenty (20) days after the second Expert has been appointed, the two Experts shall attempt to select a third Expert meeting the Expert Qualifications, within ten (10) days after the expiration of the period for the two Experts to render a decision. If the two Experts are unable to agree upon a third Expert within such period, either of the parties to this Lease may apply to the American Arbitration Association for the appointment of a third Expert who meets the Expert Qualifications. The third Expert, whether selected by the two Experts or by the American Arbitration Association, shall then be responsible for deciding the Apportionment Dispute. Each of the parties shall be responsible for the costs of its own Expert and one-half of the costs of the third Expert.

(v) In rendering a decision, the Expert(s) shall be entitled to solicit and receive both oral and written evidence, to conduct hearings and meetings and to consider any and all evidence which he deems necessary or appropriate to render his decision; provided, however, that in no event shall the Expert(s) conduct any *ex parte* hearings or otherwise receive oral evidence or testimony from any party outside the presence of the other party or, in the case of written evidence, unless a copy of such evidence is simultaneously delivered to the other party. The Expert(s) shall have no power to change the provisions of this Lease in any respect, and the jurisdiction of the Expert(s) is expressly limited accordingly.

(vi) The Expert(s) shall render a decision as soon as possible. Such decision shall be binding, final and conclusive on the parties (except in the case of manifest error), and judgment thereon may be entered in a court of competent jurisdiction.

(f) Taking For Temporary Use. In the event of a Taking of all or any portion of the Premises for temporary use or occupancy (a “**Temporary Taking**”):

(i) this Lease shall not terminate, there shall be no reduction in the Lease Payments payable under this Lease, and Tenant shall continue to perform and observe all of its obligations under this Lease as though such Taking had not occurred except only to the extent that it may be prevented from so doing;

(ii) any condemnation award or payment shall be applied first to reimburse Landlord and Tenant for the necessary and proper expenses paid or incurred by Landlord and Tenant in the collection of the condemnation award (including, without limitation reasonable attorneys' fees and disbursements);

(iii) the Net Condemnation Proceeds shall be held by the Insurance Depository and applied to the payment of Lease Payments coming due under this Lease. If the Temporary Taking extends beyond the expiration of the Term, Landlord shall be entitled to the portion of the Net Condemnation Proceeds allocable to the period after the expiration date;

(iv) at the termination of the Temporary Taking (whether prior or subsequent to the expiration date), Tenant shall proceed with due diligence to repair, restore and replace the Premises as nearly as possible to its condition prior to such Temporary Taking. The portion of the Net Condemnation Proceeds allocable to such Reconstruction shall be held, invested and disbursed by the Insurance Depository to pay the costs of Reconstruction upon substantially the same terms and conditions as are applicable to the Restoration Funds under Section 12. Tenant shall be responsible for any costs in excess of the amount of the award;

(v) any balance remaining after application of the condemnation award pursuant to Section 13(f)(ii), 13(f)(iii) and 13(f)(iv) shall be paid to Tenant.

(g) Survival. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

14. LANDLORD ENCUMBRANCES. It is expressly understood and agreed that Landlord's fee interest in the Land is not subordinate to any Leasehold Mortgage (as hereinafter defined). Tenant has no right to, and shall not, place or create any mortgage or other lien or encumbrance purporting to encumber Landlord's fee interest in the Land. In the event Landlord elects to encumber the Land or any portion thereof with a fee mortgage, such fee mortgage shall be subordinate to Tenant's rights under this Lease and upon Tenant's request, Landlord shall execute and cause such fee mortgagee to enter into a recognition, non-disturbance and attornment agreement with Tenant, substantially in the form attached hereto as **Exhibit F** or such other form as Landlord, Tenant, such fee mortgagee and any Leasehold Mortgagee may mutually agree to.

15. LEASEHOLD MORTGAGE.

(a) Tenant may from time to time, and without the consent of Landlord, secure financing (which may include, without limitation, mortgage loans, general credit lines, bond financing, including Community Development District bond financing, and CPACE financing) from banks, insurance companies, other financial institutions or other lenders (each one, a

“**Leasehold Mortgagee**”), granting to such Leasehold Mortgagee as security for such financing or general credit lines a mortgage encumbering Tenant’s leasehold interest in the Premises (which may include a collateral assignment of Tenant’s leasehold interest in the Premises with rights of reassignment, hereinafter a “**Leasehold Mortgage**”) and/or a security interest in any furnishings, fixtures, equipment and personally purchased by or belonging to Tenant, or leased from third parties by Tenant and installed on the Premises by Tenant. To the extent any provision in this Section conflict or are inconsistent with any other provision of this Lease, the provisions of this Section shall control.

Tenant may also, with Landlord’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed, apply for any county, state and federal grants that may be available to Landlord (including, without limitation, those available from the Florida Navigational District) for the financial benefit the Marina (collectively, the “**Grants**”) on behalf of Landlord. Landlord agrees to reasonably cooperate with Tenant in connection with Tenant’s application for any such Grants, provided that Landlord shall not be required to incur any cost or liability in connection therewith and Tenant shall be solely responsible for any costs incurred in connection therewith, including without limitation any contribution requirements.

(b) If Tenant shall enter into any such Leasehold Mortgage, the Tenant or Leasehold Mortgagee shall forward to Landlord a copy of such Leasehold Mortgage together with a written notice setting forth the name of the Leasehold Mortgagee and its notice information (address for certified mail and electronic mail (e-mail)).

(c) When giving notice to Tenant with respect to any default under the provisions of this Lease, Landlord shall also serve a copy of such notice upon the Leasehold Mortgagee, in accordance with such Leasehold Mortgagee’s preferred form of notice as previously established pursuant to clause (b) above. No such notice to Tenant shall be deemed to have been given unless a copy of such notice has been mailed to such Leasehold Mortgagee, which notice must specify the nature of each such default.

(d) The Leasehold Mortgagee, upon mailing by Landlord of the notice referred to in subparagraph (c) of this Section, shall have, in addition to any period of grace extended to Tenant under the terms and conditions of this Lease, a period of ninety (90) days within which to cure the default or cause the same to be cured or to commence to cure such default with diligence and continuity; provided, however, that as to any default of Tenant for failure to make Lease Payments or to pay taxes, insurance or other monetary obligations of Tenant hereunder, the Leasehold Mortgagee shall be given written notice of such default by certified mail by Landlord, and the Leasehold Mortgagee shall have thirty (30) additional days from the date the notice of default was mailed within which to cure such default. The Leasehold Mortgagee’s decision to cure, or cause to be cured, any default under the Lease shall be at the Leasehold Mortgagee’s sole discretion and election and Leasehold Mortgagee shall not be required to cure any non-monetary default not within such Leasehold Mortgagee’s control such as an act of bankruptcy.

(e) Each Leasehold Mortgagee shall have the right, but not the obligation, to perform any covenant or agreement under this Lease to be performed by Tenant, and Landlord shall accept such performance by any Leasehold Mortgagee as if performed by Tenant. In case Tenant shall default under any of the provisions of this Lease, the Leasehold Mortgagee shall have

the right (but not the obligation) to cure such default whether the same consists of the failure to make Lease Payments or to pay taxes, insurance, or other monetary obligation or the failure to perform any other matter or thing which Tenant is required to do or perform, and Landlord shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by Tenant.

(f) In the case of any default by Tenant, other than in the payment of Lease Payments under this Lease, Landlord, so long as no monetary default beyond any applicable notice and cure periods shall exist, will take no action to effect a termination of the Term of this Lease without first giving to the Leasehold Mortgagee a reasonable time within which either (i) to obtain possession of the Premises (including possession by a receiver) and cure such default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure proceedings and complete such foreclosure or otherwise acquire Tenant's interest under this Lease with diligence and continuity and thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for serving such a notice shall be cured, and provided further, that nothing in this Section shall preclude Landlord from exercising any rights or remedies under this Lease with respect to any other default by Tenant during any period of such forbearance.

(g) In the event of the termination of this Lease or of any succeeding lease made pursuant to the provisions of this Section prior to its stated expiration date, Landlord will quit claim to Leasehold Mortgagee any interest in the Improvements and, at the same time, enter into a new lease of the Premises upon the same terms and conditions as this Lease for the remainder of the Term with the Leasehold Mortgagee or, at the request of such Leasehold Mortgagee, to a corporation or other entity approved to conduct business in the State of Florida, formed by or on behalf of such Leasehold Mortgagee or by or on behalf of the holder of the note secured by the Leasehold Mortgage held by such Leasehold Mortgagee, for the remainder of the Term, effective on the date of such termination, upon the covenants, agreements, terms, provisions and limitations contained in this Lease (including, without limitation, the Lease Payments), provided that such Leasehold Mortgagee makes written request and executes, acknowledges and delivers to Landlord such new lease within thirty (30) days from the date of such termination and such written request and such new lease is accompanied by payment to Landlord of all amounts then due to Landlord, including reasonable attorneys' fees, court costs and disbursements incurred by Landlord in connection with any such default and termination as well as in connection with the execution and delivery of such new lease, less the net income collected by Landlord subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the Lease Payments thereafter becoming due under such new lease. In no event, however, shall such mortgagee or its nominee or designee be required to cure a default under this Lease which is not subject to being cured by such mortgagee or its nominee or designee in order to obtain a new lease. Any new lease referred to in this Section shall not require any execution, acknowledgment or delivery by Landlord in order to become effective as against Landlord and Landlord shall be deemed to have executed, acknowledged and delivered any such new lease immediately upon receipt by Landlord of such new lease accompanied by (i) payment to Landlord of all amounts then due to Landlord of which the Leasehold Mortgagee shall theretofore have received written

notice; and (ii) an agreement by the Leasehold Mortgagee to pay all other amounts then due to Landlord of which the Leasehold Mortgagee shall not theretofore have received written notice. In addition, immediately upon receipt by Landlord of such new lease, as provided in this subparagraph, Landlord shall be deemed to have executed, acknowledged and delivered to the Leasehold Mortgagee an assignment of all subleases covering the Premises which theretofore may have been assigned and transferred to Landlord and all subleases under which subtenants shall be required to attorn to Landlord pursuant to the terms and conditions of such subleases or this Lease. Such assignment by Landlord shall be deemed to be without recourse as against Landlord. Within ten (10) days after a written request therefore by the Leasehold Mortgagee, such assignment or assignments shall be reduced to writing in recordable form and executed, acknowledged and delivered by Landlord to the Leasehold Mortgagee.

(h) The Leasehold Mortgagee may become the legal owner and holder of this Lease by foreclosure of its mortgage or as a result of the assignment or quitclaim conveyance of this Lease and the Improvements in lieu of foreclosure, whereupon such Leasehold Mortgagee shall immediately become and remain liable under this Lease as provided in subparagraph (j) below, except that such Leasehold Mortgagee may assign this Lease without Landlord's consent to any assignee at any time, provided that prior notice is given to Landlord in accordance with this Lease.

(i) In the event that a Leasehold Mortgagee shall become the owner or holder of Tenant's interest by foreclosure of its mortgage or by assignment of this Lease in lieu of foreclosure or otherwise, the term "Tenant," as used in this Lease, means only the owner or holder of Tenant's interest for the time being so that, in the event of a sale, assignment or other disposition of Tenant's interest in this Lease by the Leasehold Mortgagee, the Leasehold Mortgagee shall be entirely freed and relieved of all covenants and obligations of Tenant under this Lease and it shall be deemed and construed, without further agreement between Landlord and the Leasehold Mortgagee or between Landlord, the Leasehold Mortgagee and the Leasehold Mortgagee's purchaser or assignee at any such sale or upon assignment of Tenant's interest, that the purchaser or assignee of Tenant's interest has assumed and agreed to carry out any and all covenants and obligations of Tenant. The Leasehold Mortgagee's purchaser or assignee shall sign an Assignment and Assumption Agreement of this Lease.

(j) Within ten (10) days after written request by Tenant or by Tenant's Leasehold Mortgagee, or in the event that upon any sale, assignment or mortgaging of Tenant's interest in this Lease by Tenant or Tenant's Leasehold Mortgagee, an offset statement shall be required from Landlord, Landlord agrees to deliver in recordable form a certificate to any proposed Leasehold Mortgagee, purchaser, assignee or to Tenant, certifying (if such be the case) (i) the amount of the Lease Payments due under the Lease, if any, and the date to which Lease Payments have been made; (ii) whether this Lease is in full force and effect; (iii) whether Landlord has any knowledge of any default under this Lease, or if any default exists, specifying the nature of the default; and (iv) whether there are no defenses or offsets which may be asserted by Landlord against Tenant in respect of obligations pursuant to this Lease as of the date of the estoppel. The estoppel letter shall be certified to Landlord and the Leasehold Mortgagee and none other.

(k) Reference in this Lease to acquisition of Tenant's interests in this Lease by the Leasehold Mortgagee shall be deemed to refer, where circumstances require, to acquisition of

Tenant's interest in this Lease by any purchaser at a sale on foreclosure of the Leasehold Mortgage and provisions applicable to the Leasehold Mortgagee in such instance or instances shall also be applicable to any such purchaser.

(l) So long as Tenant's interest in this Lease shall be mortgaged to a Leasehold Mortgagee, the parties agree for the benefit of such Leasehold Mortgagee that Landlord shall not sell, grant or convey to Tenant all or any portion of Landlord's fee simple title to the Premises without the prior written consent of such Leasehold Mortgagee. In the event of any such sale, grant or conveyance by Landlord to Tenant, Landlord and Tenant agree that no such sale, grant or conveyance shall create a merger of this Lease into a fee simple title to the Premises. This subparagraph (l) shall not be construed to prevent a sale, grant or conveyance of Landlord's fee simple title by Landlord to any person, firm or corporation other than Tenant, its successors, legal representatives and assigns.

(m) Reference in this Lease to a Leasehold Mortgagee shall be deemed to refer where circumstances require, to any assignee (subject to the provisions of subparagraph (i), above) of a Leasehold Mortgagee; provided that such assignee shall forward to Landlord a copy of such assignment of Leasehold Mortgage, together with a written notice setting forth the name and address of the assignee and its notice information (address for certified mail and electronic mail (e-mail)).

(n) Any Leasehold Mortgage shall be specifically subject and subordinate to Landlord's rights under this Lease. The sentence immediately preceding shall not be deemed or construed (by implication or otherwise) to impose or establish upon Tenant's interest in this Lease or upon the lien of any Leasehold Mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against Landlord or Landlord's interest in this Lease. Despite any provision which is or may appear to be to the contrary in this Lease, under no circumstances whatsoever shall the fee simple title interest of Landlord in the Premises, or any portion of them, be encumbered or subordinated, except for a mortgage on Tenant's leasehold interest.

(o) No Leasehold Mortgagee or other person succeeding to the interest of Tenant in this Lease through or subsequent to an enforcement proceeding shall be liable under this Lease, unless and until such time as it becomes the tenant of the leasehold estate, and then only for such obligations of Tenant which accrue during the period while it remains the tenant of the leasehold estate.

(p) Notwithstanding any provision in this Lease to the contrary, in the event of any Casualty or Taking of the Premises or any portion thereof and if allowed by law or its agreements with Tenant, the most senior Leasehold Mortgagee (or such other Leasehold Mortgagee, in order of lien priority, if the Leasehold Mortgagee having the most senior lien shall not request or shall not be permitted by law or its agreements with Tenant to do so) shall be permitted to receive insurance proceeds and/or condemnation awards otherwise payable to Tenant and shall be permitted (but shall not be obligated except as required by law or its agreements with Tenant or as provided in the next sentence) to restore the Premises. In addition, if such Leasehold Mortgagee (by reason of its acquiring Tenant's leasehold estate) shall be obligated under this Lease

to repair or restore the Premises, such obligation shall be limited to the amount of such proceeds or awards actually received by such Leasehold Mortgagee.

(q) Upon Tenant's request, and at no material cost to Landlord, Landlord shall execute such documents or instruments confirming Tenant's right and authority to enter into a Leasehold Mortgage and/or granting a security interest in this Lease and confirming that Landlord will give such Leasehold Mortgagee notice and the right to cure any Default of Tenant as provided herein. In addition, Landlord, upon the request of Tenant or any Leasehold Mortgagee, shall execute such reasonable modifications or amendments of this Lease as shall be required by such Leasehold Mortgagee or by any person to which Tenant has made application for a Leasehold Mortgage provided such modifications or amendments do not, taken as a whole, materially affect Tenant's obligations or materially affect Landlord's rights under this Lease. Landlord shall not unreasonably refuse any such request for such modification or amendment. Further, Landlord agrees to enter into a triparty agreement with Tenant and its lender, upon terms and conditions acceptable to such lender and to Landlord, to set forth the rights of Tenant's lender substantially as provided in this Section. In no case shall Landlord be required to guarantee any loan, provide any financing, or mortgage any of its property.

(r) Landlord and Tenant agree that they will make good faith efforts to assist one another so that Tenant can obtain a commercially reasonable loan to finance the construction of the Hotel Component.

16. LANDLORD NON-DISTURBANCE AND RECOGNITION AGREEMENT.

Tenant may enter into one or more subleases for the Premises with subtenants. Provided that Tenant obtain the prior written consent of the subject sublease(s) from Landlord, and Landlord agrees that such consent shall not be unreasonably withheld, conditioned, or delayed, then:

(a) Upon any termination of this Lease, provided the applicable subtenant of the Premises (or any portion thereof) is not in default under its sublease beyond any applicable notice and cure periods, (i) Landlord shall not disturb such subtenant's possession of its subleased premises, nor shall any of such subtenant's rights under its sublease be affected in any way by reason of any default under this Lease by Tenant, provided such subtenant shall attorn and recognize Landlord, as the subtenant's sublandlord under its sublease and (ii) Landlord shall recognize such subtenant's rights under its sublease, as such subtenant's sublandlord under its sublease, and accept such subtenant's attornment.

(b) Upon any such attornment and recognition, the applicable sublease shall continue in full force and effect as, or as if it were, a direct lease between Landlord and the subtenant upon all of the then executory terms, conditions and covenants as are set forth in the sublease prior to the date of attornment, and shall be applicable after such attornment and recognition provided, however, at no time shall Landlord be (i) liable for any prior default by Tenant, as sublandlord under the sublease; (ii) responsible for any monies owing by Tenant, as sublandlord under the sublease; (iii) required to account for any security deposit, other than any security deposit actually delivered to Landlord or for any rent that the subtenant might have paid for more than the current month to Tenant; nor (v) liable for the breach of any representation or warranty (of any nature whatsoever) made by Tenant or to any other party for matters arising prior to the date of attornment.

(c) Upon the request of a subtenant of the Premises (or any portion thereof), Landlord shall enter into a commercially reasonable non-disturbance, attornment and recognition agreement with the subtenant setting forth the terms and conditions of this Section 16 and such other terms as mutually may be agreed upon by Landlord and the subtenant.

17. COVENANT OF QUIET ENJOYMENT. Landlord covenants and warrants that, provided Tenant is not in breach of any material term of this Lease beyond any applicable notice and cure period, Tenant shall peacefully have and enjoy the sole possession of the Premises during the Term free from the adverse claims of any persons, firms or corporations claiming by, through or under Landlord. Landlord agrees to execute any and all easements or rights of way on, over or under the Premises or any part thereof at Tenant's request which are or may be needed or required by Tenant in conjunction with Tenant's use and enjoyment of the Premises; and Landlord agrees to execute any other public utility or governmental body related documents or agreements in the form customarily provided by such public utility or governmental body, which is necessary to fulfill the intent and purposes of this Lease, including, without limitation, the facilitation of, a successful prosecution of all Improvements and construction, signage rights, parking, access, drainage, utilities, communications, lighting, governmental services, the operations by Tenant under this Lease, and all other matters and things contemplated or impliedly necessary under this Lease for its full effectuation, performance or realization. Landlord agrees not to file or cause any zoning change to be made that would affect the Premises without the prior written approval of Tenant. Landlord warrants and represents that there are no mortgages or deeds of trust applicable to the Premises as of the Effective Date.

Landlord represents and warrants that the Premises are owned in fee simple by Landlord; that it is seized of the Premises in fee, subject only to the exceptions set forth on Exhibit D hereto, and that it has entered into this Lease with proper authority. If, at any time during the Term, any indebtedness, lien, assessment, claim, or other matter whatsoever shall arise or shall be asserted which in any way interferes or threatens to interfere with Tenant's use of the Premises as herein provided or referenced, and such indebtedness, lien, assessment, claim, or other matter arises due to Landlord's breach of this Lease or any act or omission of Landlord from and after the Effective Date, then Tenant shall have the right to expend such sums as are necessary to abate said threat or interference and deduct the same from consideration due Landlord until Tenant is reimbursed in full.

18. ASSIGNMENT AND SUBLETTING.

(a) Except as otherwise expressly provided herein, Tenant shall be permitted to sublease any portion of the Premises, in whole or in part, in any manner whatsoever, to subtenants (a "**Premises Tenant**") pursuant to a sublease in the ordinary course of its business (a "**Tenant Lease**") without the consent of Landlord, if the use specified in the Tenant Lease is permitted hereunder and by current and applicable zoning requirements. Tenant also may transfer, license, lease, sublease, and/or assign this Lease and its rights and interests hereunder, without the consent of Landlord, (i) at any time, to an Affiliate (as such term is defined in the Comprehensive Agreement), provided that Tenant or the Developer or a manager who is a knowledgeable manager reasonably approved by Landlord is the manager of such Affiliate; and (ii) from and after the issuance of a certificate of occupancy with respect to the Hotel Component, to any third party. Tenant shall also be permitted to transfer, convey or pledge its interest in this Lease to a Leasehold

Mortgagee without the consent of Landlord. Any such sublease, transfer, conveyance or pledge by the Tenant shall be subject to all of the terms and provisions of this Lease. Except as otherwise expressly permitted hereunder, if Tenant seeks to assign, transfer or sell its leasehold interest in this Lease, the express prior written consent of Landlord shall be required, which consent shall not be unreasonably withheld, conditioned or delayed. Any such consent to an assignment shall be subject to all of the terms and provisions of this Lease and, provided that the assignee agrees in writing to assume all of the Tenant's rights and obligations under this Lease, shall release Tenant from its obligations under this Lease. Landlord's consent shall not be required for Premises Tenant's certificates of occupancy, building permits, tenant allowances or buildout terms and procedures except as may otherwise be required by Landlord by virtue of Landlord being the Governmental Authority overseeing these items in its regulatory capacity. Within sixty (60) days of executing a Tenant Lease with a Premises Tenant, Lessee shall notify Lessor the Tenant Lease has been executed and the identity of the Premises Tenant.

(b) Should Tenant take any action to assign this Lease without the prior written consent of Landlord as provided in Section 18(a), then any such assignment shall be null and void and of no force and effect.

(c) Any successor or assignee of Tenant's rights and/or obligations under this Lease shall expressly assume in writing performance of such rights and/or obligations and deliver same to Landlord within ten (10) days after consummation of the assignment, transfer or sale.

19. NOTICES. All notices, requests, consents, demands, approvals or other communications required or permitted under this Lease 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 GROUND LEASE" in the subject line:

If to Landlord: Town of Lake Park
 Attention: Town Manager
 535 Park Avenue
 Lake Park, Florida 33403

With a copy to:

Town of Lake Park
 Attention: Town Attorney
 535 Park Avenue
 Lake Park, Florida 33403

If to Tenant: FD P3 LP Hotel, LLC,
 c/o Forest Development P3 LPM, LLC
 Attn: Peter Baytarian
 11231 US Highway 1, Suite 354

North Palm Beach, Florida 33408
info@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

Any and all tax notices and information shall also be sent to: Tenant

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.

Landlord and Tenant agree that any and all notices given by either party shall be provided simultaneously to any assignee of Tenant or any lender to Tenant when such assignee or lender has been previously identified in writing to the parties along with the appropriate address for such notices. Either Party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

20. MISCELLANEOUS.

(a) Captions. Captions or headings of sections are for convenience only and shall not be considered in construing the meaning of the contents of such section.

(b) Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(c) Prevailing Party. Should Landlord or Tenant institute any legal proceedings against the other for breach of any provisions herein contained, each party in such action shall be

responsible for its own conduct costs and litigation expenses including reasonable attorneys' fees through all levels of appeal.

(d) No Prior Agreements / No Third-Party Beneficiaries. This Lease supersedes and cancels all prior negotiations between the parties, and all other negotiations and understandings are merged into this Lease. This Lease, together with the terms and conditions of the Comprehensive Agreement applicable to the Hotel Component, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. The parties acknowledge that there are no other promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between and among them, except as set forth, referenced, or incorporated herein or in the Comprehensive Agreement (to the extent incorporated herein). Furthermore, this Lease is intended solely for the benefit of the parties hereto expressly noted herein and whose signatures appear hereon and their respective permitted successors and assigns, as applicable. No third party shall have any rights or interest herein and there are no and shall be no third-party beneficiaries hereto.

(e) Amendments and Modifications/No Oral Modifications. All amendments or modifications to this Lease must be in writing signed by the Parties. No purported amendments or modifications to this Lease which are oral shall be effective, binding or enforceable.

(f) Interpretation and Gender. The singular shall include the plural, and the masculine, feminine or neuter shall include either of the others as appropriate in context.

(g) Successors and Assigns. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; they shall all be bound jointly and severally by the terms, covenants and agreements herein.

(h) No Waiver. The failure to enforce any particular provision of this Lease on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision.

(i) Estoppel Certificates. Landlord and Tenant agrees, from time to time as may be requested by each other, to execute, acknowledge and deliver within thirty (30) days after being requested to do so an estoppel letter certifying the following to such party as it reasonably may designate, including any Leasehold Mortgagee: (a) that (i) this Lease is in full force and effect and has not been amended, modified or superseded; (ii) Landlord and Tenant are not in default under this Lease; (iii) Tenant has no defense, offset or counterclaim under this Lease or otherwise against Landlord with respect to this Lease or the Premises; (b) the date to which Lease Payments have been paid; and (c) such other information as the requesting party may reasonably request.

(j) Calculation of Time Periods. In the computation of any time periods hereunder shall exclude Saturdays, Sundays, and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday, or a legal holiday shall extend to 6:00 p.m. eastern time of the next business day.

(k) Florida Law and Venue. This Lease and all of its provisions shall be construed in accordance with the laws of the State of Florida. In the case of any legal proceedings, venue shall be Palm Beach County.

(l) Severability. In the event any provision of this Lease is prohibited, unenforceable or invalid under the laws of any jurisdiction, including those of the State of Florida, such prohibition, or unenforceable or invalid provision shall not in any fashion affect the enforceability or validity of the remaining provisions hereof.

(m) Construction. This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation of this Lease.

(n) No Cross Default. The Comprehensive Agreement contemplates that the “Project” (as defined in the Comprehensive Agreement) will be comprised of the “Hotel Component,” the “Boat Storage Component,” the “Public Marina Component” and the “Marina Restaurant Component” (collectively the “**Components**” and individually a “**Component**”). The Developer has created a separate entity to be the tenant under this Lease and separate entities to be the tenants under separate ground leases with Landlord with respect to the Boat Storage Component (the “**Boat Storage Lease**”), the Public Marina Component (“**Marina Lease**”), and the Marina Restaurant Component (the “**Restaurant Lease**”). The Boat Storage Lease, the Marina Lease and the Restaurant Lease are collectively referred to herein as the “**Other Leases**” and individually as an “**Other Lease**”).

Landlord and Tenant hereby agree that the rights and obligation under the Comprehensive Agreement shall be bifurcated so that (i) any rights and obligations with respect to the Hotel Component under the Comprehensive Agreement shall only benefit and be required to be performed by the Tenant under this Lease, any obligation under this Lease shall only apply to the Hotel Component under the Comprehensive Agreement, and any breach of the obligations under this Lease or the rights and obligations under the Comprehensive Agreement with respect to the Hotel Component shall not affect or constitute a default under the Other Leases; (ii) any rights and obligations with respect to any Component (other than the Hotel Component) under the Comprehensive Agreement shall only benefit and be required to be performed by the tenant under the applicable Other Lease, any obligation under the applicable Other Lease shall only apply to the applicable Component of such Other Lease under the Comprehensive Agreement, and any breach of the obligations under such Other Lease or the rights and obligations under the Comprehensive Agreement with respect to the Component applicable to such Other Lease shall not affect or constitute a default under this Lease; and (iii) to the extent of any inconsistency between the terms of this Lease and the terms of the Comprehensive Agreement, the terms of this Lease shall prevail and control.

(o) Landlord Approval. Landlord shall act on requests from Tenant for any consent or approval hereunder in a commercially reasonable manner and shall use commercially reasonable efforts to respond to any such request within twenty (20) days following Landlord’s receipt thereof (unless another time period for such response is expressly provided for herein). Landlord’s response may consist of an approval or disapproval of the request, or a conditional

approval thereof subject to specified conditions, or a request for further data or information, or any combination thereof. If Landlord does not approve, reject or request additional information regarding any request hereunder within twenty (20) days following Landlord's receipt thereof (or another time period expressly provided for herein with respect thereto), Tenant may provide to Landlord a second written request, which shall include a legend, printed in capital letters and boldface type, to the following effect: **"THIS COMMUNICATION REQUIRES IMMEDIATE RESPONSE. FAILURE TO RESPOND WITHIN TEN (10) DAYS FROM THE RECEIPT OF THIS COMMUNICATION SHALL CONSTITUTE A DEEMED APPROVAL BY LANDLORD OF THE ACTION REQUESTED BY TENANT."** Landlord shall be deemed to have approved or consented to such action if Landlord fails to object to or request additional information with respect thereto within ten (10) days of such second request.

Wherever in this Lease the approval or consent of Landlord is required, it is understood and agreed that, unless specifically stated to the contrary, such approval or consent shall be granted or withheld in the reasonable discretion of Landlord or of the Town Manager) of Landlord (the **"Town Manager"**) (as applicable), within a reasonable time, and shall not be unreasonably withheld, conditioned or delayed. Except as may be otherwise specifically provided herein, the following actions under this Lease shall be taken or not taken by the Town Manager in the discretion of the Town Manager acting reasonably:

- (i) The exercise of Landlord's rights of entry and inspection;
 - (ii) The exercise of Landlord's right or obligation to execute a joinder in (a) applications for land development approvals or other governmental approvals (including permits) which are necessary for Tenant to obtain from governmental authorities, and where such applications require evidence of the consent of the property owner, and (b) any easement, declaration, amendment or creation of an agreement affecting title to the Premises and any other document as may be requested by Tenant in connection with the development and/or operation of the Premises;
 - (iii) The exercise of Landlord's right to receive and approve or not approve and specify the basis for such disapproval the form of certificates of insurance, policies, limits, and coverages of insurance, bonds, and Environmental Assessments;
 - (iv) The execution of estoppel statements (or any modifications of the terms thereof) to be given by Landlord under this Lease;
 - (v) The approval, if required, of any assignment or sublease; and
 - (vi) Other provisions of this Lease where the act, approval or consent of the Landlord is expressly authorized or required, except any amendment to this Lease shall require the written consent of the Town Commission of the Landlord.
- (p) Further Assurances. Each Party will promptly cooperate each with the other and will execute and deliver any and all written further assurances and/or documents that are reasonably necessary, convenient, or desirable to evidence, complete or perfect (or any combination thereof) the transactions contemplated by this Lease, so long as no further assurance or document to be executed operates to impose any new or additional obligation or liability upon

any Party. Each Party will so perform all other acts that are reasonably necessary, convenient, or desirable for any such purpose, so long as no new or additional obligations or liabilities are incurred as a result thereof.

Additionally, Landlord further agrees that it will execute such documents and perform such acts as Tenant may reasonably require in connection with the development and/or operation of the Premises, including, but not limited to, executing such easements, documents affecting title to the Premises, applications for governmental approvals, modifications and/or termination of existing easements and/or restrictions affecting the Premises, creation of declarations affecting the Premises and such other documents and acts as reasonably requested by Tenant in connection with its development and/or operation of the Premises, provided that such cooperation shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

21. DELAYS. In any case where either party hereto is required to do any act, such party shall be excused from the performance thereof for the duration of delays caused or resulting from Acts of God, war, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations, moratorium, other causes beyond such party's reasonable control or circumstances or events characterized at law as "force majeure", whether the time for such performance shall be designated by a fixed date, a fixed period of time, or a "reasonable" period of time. In addition, should any lawsuit, legal proceeding, investigation or other legal matter be filed or commenced against Landlord, Tenant, or any other party related to this Lease, which materially affects this Lease, all time periods contained in this Lease shall be delayed until such legal matter is resolved in its entirety, including any and all appellate proceedings or the like. Notwithstanding anything to the contrary set forth in this Section 21 or elsewhere in this Lease, no event of force majeure (or any event deemed to be beyond the control of Tenant) shall be construed to apply to any of Landlord's or Tenant's monetary obligations hereunder or to permit or allow either Landlord or Tenant to delay or defer any such obligation.

22. ENVIRONMENTAL MATTERS.

(a) For purposes hereof, the following terms shall have the following meanings:

(i) **"Environmental Laws"** shall mean all Federal, state and local laws, statutes, ordinances, codes, rules, regulations and other requirements respecting the environment, including but not limited to those respecting: (A) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (B) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (C) emissions, spills, releases, or discharges of any substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (D) protection of wetlands; (E) aboveground or underground storage tanks; (F) air quality (including indoor air quality) or water quality (including groundwater quality); and (G) protection of endangered species. Without limiting the generality of the foregoing, the term "Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42

U.S.C., Sec. 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C., Sec. 2601, et seq.

(ii) **“Environmental Violation”** shall mean (A) any direct or indirect discharge, disposal, spillage, emission, escape, pumping, pouring, injection, leaching, release, seepage, filtration or transporting of any Hazardous Substance at, upon, under, onto or within the Premises, or from the Premises to the environment, in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (B) any deposit, storage, dumping, placement or use of any Hazardous Substance at, upon, under or within the Premises or which extends to any adjoining property in violation of any Environmental Law or in excess of any reportable quantity established under any Environmental Law or which could result in any liability to any Governmental Authority or any other person for the costs of any removal or remedial action or natural resources damage or for bodily injury or property damage, (C) the abandonment or discarding of any barrels, containers or other receptacles containing any Hazardous Substances in violation of any Environmental Laws, or (D) any violation of or noncompliance with any Environmental Law.

(iii) **“Governmental Authority”** shall mean any federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, special service district or public body, or any court or administrative tribunal.

(iv) **“Hazardous Substances”** shall mean any substance, material or waste defined as a pollutant or contaminant, or as a hazardous, toxic or dangerous substance, material or waste, under any Environmental Law, including, without limitation, petroleum, petroleum products, PCBs and asbestos.

(b) Tenant shall not use, or permit its agents, employees, contractors, subtenants, licensees or invitees to use the Premises for the purpose of treating, producing, handling, transferring, processing, transporting, disposing, using or storing a Hazardous Substance in violation of any Environmental Law. Tenant shall, at Tenant’s own expense, comply with all Environmental Laws as the same affect the Premises or the operations and activities of Tenant, its agents, employees, contractors, subtenants, licensees or invitees (collectively, **“Tenant Parties”**) on or about the Premises.

(c) In the event Tenant becomes aware of any Environmental Violation or any suspected Environmental Violation at the Premises, Tenant shall promptly (a) notify Landlord of such Environmental Violation or suspected Environmental Violation, and (b) deliver to Landlord any notice filed by or received by Tenant with or from any Governmental Authority relating thereto immediately upon filing or receipt thereof.

(d) In the event that, in the reasonable opinion of Landlord, there is a basis to believe that an Environmental Violation exists, Landlord shall have the right to have its environmental consultants (**“Site Reviewers”**) visit the Premises and perform environmental site

investigations and assessments (“**Site Assessments**”) on the Premises for the purpose of determining whether there exists on the Premises any Environmental Violation or any condition which is likely to result in any Environmental Violation. Such Site Assessments may include both above and below the ground testing for Environmental Violations and such other tests as may be necessary, in the opinion of the Site Reviewers, to conduct the Site Assessments. The Site Reviewers shall use their good faith diligent efforts to minimize any interference with the operations of Tenant and other occupants of the Premises. Tenant shall supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and shall make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters.

(e) In the event that there exists any Environmental Violation caused by any Tenant Party, Tenant shall, at its own cost and expense:

(i) promptly and diligently take any and all actions necessary to return the Premises to a condition which is in compliance with Environmental Laws, and which will not impede or limit further development of the Premises;

(ii) provide Landlord, within ten (10) days after Landlord’s request therefor, adequate financial assurances that Tenant will effect remediation in accordance with applicable Environmental Laws. Such financial assurances shall be a bond or letter of credit in form and substance reasonably satisfactory to Landlord and in an amount equal to Landlord’s reasonable estimate of the anticipated cost of such remedial action;

(iii) without limiting the generality of Section 22(e)(i), make all submissions and provide all information required by Environmental Laws. Tenant shall comply with all requests of the United States Environmental Protection Agency, the Florida Department of Environmental Protection and any other Governmental Authority having jurisdiction over the Premises, including any request that a cleanup plan be prepared and that a cleanup be undertaken with respect to the Premises. In such event, Tenant shall, at Tenant’s own expense, prepare and submit appropriate documents, and carry out the approved plans, or take such other action as may be appropriate to eliminate any environmental harm or threat to public health or welfare and to eliminate any potential liability of Landlord or Tenant. Any submissions made by Tenant pursuant to this Section and any action taken by Tenant pursuant to such submissions shall be subject to the prior review and approval of Landlord, which approval shall not be unreasonably withheld.

(f) Tenant shall indemnify, defend and save Landlord harmless from all claims, actions, suits, proceedings, losses, damages, liabilities, fines and expenses (including without limitation fees of attorneys, investigators and experts) arising or alleged to arise from or in connection with (a) any Environmental Violations, and (b) Tenant’s failure to provide all information, make all submissions and take all actions with respect to the Premises required by any Governmental Authority in connection with any Environmental Violations.

22. RADON. Section 404.056 (6), Fla. Stat., requires the inclusion of the following “Notification on Real Estate Documents” at the time of, or prior to, contract for sale and purchase

of any building or execution of a rental agreement for any building: “Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

23. SURRENDER. Upon the expiration or any earlier termination of the Term:

(a) Tenant shall surrender the Premises to Landlord, in good order, condition and repair, reasonable wear and tear, Casualty and Taking excepted;

(b) all right, title and interest of Tenant in and to the Premises shall automatically cease and terminate; and

(c) Tenant shall deliver the following to Landlord, to the extent in the possession or control of Tenant: (a) executed counterparts of any subleases, occupancy, license and concession agreements; (b) executed counterparts of any service and maintenance contracts then affecting the Premises; (c) true and complete maintenance records for the Premises; (d) any original licenses and permits then pertaining to the Premises, including, without limitation, the then existing certificate of occupancy for the Premises; and (e) any warranties and guaranties then in effect which Tenant has received in connection with any work or services performed or equipment installed in the Premises, together with a duly executed assignment thereof to Landlord. Nothing herein contained shall be or be deemed to be a consent by Landlord to any sublease, occupancy, license, concession agreement, service or maintenance contract for a term to expire later than the Expiration Date.

Notwithstanding the foregoing to the contrary, Landlord shall have the right to elect upon the expiration or any earlier termination of the Term, by written notice to Tenant no later than six (6) months prior to the date of such expiration or earlier termination, to require Tenant to raze the Improvements, and clear, grade and seed the former location thereof and put the Premises in good, safe, lawful, clean and orderly condition, in which event Tenant, at its sole cost and expense, shall do so at its sole cost and expense within one hundred and eighty (180) days of such expiration or termination.

24. RIGHT OF FIRST REFUSAL. From and after the date hereof and during the Term, Landlord shall not sell, transfer or otherwise dispose of or convey all or part of Landlord’s fee interest in the Premises to any third party until and unless Landlord shall have obtained a bona fide offer therefor (the “**Landlord’s Offer**”), delivered written notice thereof to Tenant, which notice shall contain a true and accurate copy of Landlord’s Offer, and offered to sell, transfer or otherwise dispose of such fee interest to Tenant at the same price and, except as hereafter provided, upon the same terms and conditions as contained in Landlord’s Offer, and Tenant has not elected to exercise its right of first refusal in accordance herewith.

If Tenant shall either deliver written notice of rejection of Landlord’s Offer to Landlord or fail to deliver written notice of acceptance of Landlord’s Offer within thirty (30) days after the date of receipt of Landlord’s notice, Landlord’s fee interest in the Premises may, during the one

hundred eighty (180) days thereafter, be sold, transferred or otherwise disposed of to the original offeror at the same price and upon the same terms and conditions as contained in Landlord's Offer.

In the event Tenant rejects Landlord's Offer or fails to accept Landlord's Offer in accordance herewith, this Lease and all of its terms and conditions (including this right of first refusal) shall nevertheless remain in full force and effect and Landlord and any purchaser or purchasers of the Premises shall be bound thereby.

Failure of Tenant to exercise its right of first refusal on one or more occasions shall not affect Tenant's right to exercise it on any subsequent occasion. Any sale or transfer of the Premises, or any part thereof, other than in strict compliance with the terms of this Section shall be null and void and of no effect as to Tenant, and Tenant shall be entitled to purchase the Premises from the purchaser upon the same terms and conditions and at the same price specified in Landlord's Offer, provided Tenant notifies Landlord of its election thirty (30) days after receipt of notice that complies with the requirements hereof. The making of Lease Payments to such purchaser or otherwise treating such purchaser as Landlord shall not be deemed to be a waiver of Tenant's right of first refusal or any other right or privilege of Tenant and shall not create an estoppel with respect thereto.

Any sale or transfer of Landlord's interest in the Premises, or any part thereof shall be expressly made subject to all of the terms, covenants and conditions of this Lease. In the event Landlord's Offer provides for the sale and purchase of Landlord's interest in the Premises and other property, Tenant shall only be required to purchase all the Premises in the event it desires to exercise its right of first refusal hereunder.

In the event Tenant exercises its right of first refusal then, notwithstanding the terms of Landlord's Offer (i) Landlord shall convey title to the Premises by warranty deed approved by Tenant and the title company; (ii) title to the Premises shall be free and clear of any liens and encumbrances except the lien for current taxes which are not delinquent at the time of closing and such other exceptions to title as may have been created by Tenant during the Term or as existed on the date hereof and/or were approved by Tenant thereafter; and (iii) title to the Premises shall otherwise comply with the terms of this Lease as they pertain to condition of title. Upon such election by Tenant, Landlord and Tenant agree to act in good faith to consummate a purchase agreement for the Premises incorporating the express terms of Landlord's Offer and other customary terms and provisions for similar transactions of similar property located in the same geographic area as the Premises.

25. **NO BROKER.** Landlord and Tenant represent and warrant to each other that no broker or finder was involved in arranging or bringing about this transaction and that there are no claims or rights for commissions, finders' fees or other compensation (collectively, "**compensation**") by any person or entity. If any broker or finder asserts a claim for compensation based upon any actual or alleged contact, dealings or communication with Landlord or Tenant, then the party through whom such broker or finder makes its claim shall indemnify and hold the other party (the "**Indemnified Party**") harmless from and against any and all claims, damages, judgments, suits, liabilities, losses, costs and expenses (including without limitation, reasonable

attorneys' fees and court costs) suffered or incurred by or brought against the Indemnified Party in connection with such claim for compensation..

26. MEMORANDUM OF LEASE. Immediately following the execution of this Lease, the parties shall execute and record a Memorandum of Lease in the public records in the form attached hereto as Exhibit E.

27. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR THE RELATIONSHIP OF THE PARTIES CREATED HEREBY. THE PARTIES FURTHER HEREBY WAIVE THE RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE FOREGOING WAIVERS ARE IRREVOCABLE AND MUTUALLY, KNOWINGLY, WILLINGLY, INTENTIONALLY AND VOLUNTARILY MADE AFTER EACH PARTY HAS HAD THE BENEFIT OF OR OPPORTUNITY TO GAIN LEGAL ADVICE AND COUNSEL. EACH PARTY REPRESENTS, WARRANTS AND AFFIRMS TO THE OTHER THAT NO PARTY HAS IN ANY WAY AGREED, REPRESENTED OR OTHERWISE SUGGESTED OR IMPLIED THAT IT WILL NOT FULLY ENFORCE THE FOREGOING WAIVERS IN ALL INSTANCES.

[The Balance of the Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed by their duly authorized officer where applicable and sealed as of the date first above written.

TENANT:

FD P3 LP HOTEL, LLC,
a Florida limited liability company

By: _____
Name:
Title:

Date: _____

LANDLORD:

TOWN OF LAKE PARK, FLORIDA

_____, **Attest;**
a Florida municipal corporation

By: _____
Mayor

By: _____
Town Clerk

Date: _____

Approved as to form and legal sufficiency

By: _____
Town Attorney

Exhibit A

Site Plan

Exhibit B

Legal Description of the Premises

Exhibit C**Lease Payments**

Period	Lease Payment
Calendar Year 2024	\$0
Calendar Year 2025	\$75,000.00
Calendar Year 2026	\$75,000.00
Calendar Year 2027	\$75,000.00
Calendar Year 2028	\$75,000.00
Calendar Year 2029	\$75,000.00
Calendar Year 2030	\$75,000.00
Calendar Year 2031	\$75,000.00
Calendar Year 2032	\$75,000.00
Calendar Year 2033	\$75,000.00
Calendar Year 2034	\$75,000.00

Lease Payments shall be made on or before May 1 of each calendar year from 2025 to 2034

No Lease Payments shall be due or payable commencing with calendar year 2035

Exhibit D

Permitted Title Exceptions

Exhibit E

Form of Memorandum of Lease

This instrument was prepared by:

Saul Ewing LLP
 Attention: Anthony Kang
 701 Brickell Avenue, FL 17
 Miami, Florida 33131

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (“Memorandum”) is made as of the ____ day of _____, 2023, by and between TOWN OF LAKE PARK, FLORIDA, a Florida municipal corporation, having an address of _____ (“Landlord”), and _____, a Florida limited liability company, having an address of _____ (“Tenant”).

WITNESSETH:

1. That by Ground Lease of even date hereof (the “Lease”), Landlord has demised and leased to Tenant and Tenant has rented from Landlord that certain real property located in Palm Beach County, Florida, as more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Premises”), and the rights, easements and privileges granted to Tenant in the Lease.

2. The term of the Lease shall commence on _____, ____ (the “Commencement Date”) and shall expire at 12:00 Midnight on the ninety-ninth (99th) anniversary of the Commencement Date, unless sooner terminated as set forth in the Lease.

3. Pursuant to Florida Statutes Section 713.10 (2023), notice is hereby given that the Lease includes the following provision:

Tenant acknowledges and agrees that the interest of the Landlord in the Premises shall not be subject to liens for improvements made by the Tenant. Tenant shall not at any time permit any mechanics’, laborers’ or materialmen’s liens to stand against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant’s agents, contractors or subtenants, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant.

4. For all other terms and provisions of the Lease, reference is hereby made to the Lease itself, and all persons are hereby placed on notice of the existence of the Lease and of its terms and provisions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum. In the event of any conflict between the provisions of this Memorandum and the Lease, the provisions of the Lease shall govern, control and prevail.

5. Upon the expiration or earlier termination of the Lease for any reason whatsoever, Landlord shall be entitled to unilaterally execute and record a termination of this Memorandum which shall terminate and release this Memorandum. Tenant acknowledges and agrees that Tenant shall not be required to join in or execute such termination and that such termination, as executed only by Landlord, shall be effective to terminate this Memorandum without the joinder or execution by Tenant.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed and sealed as of the date first above written.

TOWN OF LAKE PARK, FLORIDA

_____, **Attest;**
a Florida municipal corporation

By: _____
Mayor

By: _____
Town Clerk

Date: _____

Approved as to form and legal sufficiency

By: _____
Town Attorney

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization this ____ day of _____, 2023, by _____ as Mayor of the Town of Lake Park, Florida, a Florida municipal corporation, on behalf of the Town. He/She is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

Witnesses:

TENANT:

_____ By: _____
 Print Name: _____ Print Name: _____
 Title: _____

 Print Name: _____

STATE OF _____)
)SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this ____ day of _____, 2023, by _____ as a/the _____ of _____, LLC, a _____ limited liability company, on behalf of said entity. He/She is personally known to me or has produced _____ as identification.

 Print Name: _____
 Notary Public
 My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

[SEE ATTACHED]

Exhibit F

Form of Non-Disturbance and Attornment Agreement

Return to: (enclose self-addressed stamped envelope)

Name: _____

Address: _____

This Instrument Prepared by:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

NON-DISTURBANCE AGREEMENT BY FEE MORTGAGEE AS TO A LEASEHOLD MORTGAGE(S)

THIS NON-DISTURBANCE AGREEMENT (this “**Agreement**”) by and between Town of Lake Park, Florida (“**Lessor**” or “**Town**”), having an address at _____, _____, having an address at _____ (“**Tenant**”), _____, having an address at _____ (“**Lender**”), and _____, having an address at _____ (“**Fee Mortgagee**”).

W I T N E S S E T H :

WHEREAS, Tenant is the lessee under that certain Ground Lease with the Lessor dated _____, as may be amended from time to time (the “**Lease**”) with respect to the “Premises” demised under the Lease; and

WHEREAS, Fee Mortgagee has extended a loan to the Town (as may be amended, modified, substituted, or replaced), referred to herein as the “**Fee Loan**.” The Fee Loan is secured by, among other things, a mortgage which encumbers the Town’s interest in the Lease and the Premises, as same may be amended from time to time, together with an assignment of leases (collectively, the “**Fee Mortgage**”); and

WHEREAS, pursuant to the terms of the Lease, Tenant has obtained and may in the future obtain certain loans (“**Loan(s)**”) from lender(s) selected by Tenant (each, together with each lender(s)’ respective successors and assigns, a “**Lender**”), which Loan(s) are and shall be secured by a leasehold mortgage(s) encumbering Tenant’s rights in and to the Lease and the Premises (“**Leasehold Mortgage**”). Notwithstanding anything herein to the contrary, any lender(s) selected by Tenant shall not become a “Lender” under this Agreement until such time as such lender has provided a Lender Notice, as provided in Section 5 of this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference.

2. Fee Mortgagee, Town, Tenant and Lender (after the “**Lender Notice**,” as hereinafter defined, is provided for such Lender and after such Lender agrees to be bound by this Agreement) are individually a “**Party**” and collectively “**Parties**.”

3. If and as applicable, Tenant expressly acknowledges that Town has executed and delivered to Fee Mortgagee an Assignment of Leases and Rents (the “**Assignment of Leases**”), which assigns the Lease and the rent and all other sums due thereunder to Fee Mortgagee as security for the Fee Loan. For the avoidance of doubt, Fee Mortgagee expressly acknowledges and agrees that no property of any kind owned by Tenant (including, without limitation, any improvements, fixtures, personal property or other property owned by Tenant) are collateral for the Fee Loan and that Fee Mortgagee has no security interest in or pledge of any of Tenant’s property or any of its rights in the Lease (or derived therefrom other than any residual rights that the Town has to such assets commencing upon the expiration or earlier termination of the Lease or New Lease, as applicable). Tenant acknowledges that the interest of the Town under the Lease has been assigned to Fee Mortgagee solely as security for the purposes specified in said assignments, and Fee Mortgagee shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, except (i) as provided herein, or (ii) upon Fee Mortgagee exercising control over the Town’s interest in the Lease. Tenant further agrees that only upon receipt of a written notice from Fee Mortgagee of an event of default by the Town under the Fee Loan, Tenant will thereafter, if requested by Fee Mortgagee (and after Tenant notifies the Town of the request received from Fee Mortgagee), pay rent to Fee Mortgagee in accordance with the terms of the Lease. Town shall have no claim against Tenant for any amounts paid to Fee Mortgagee pursuant to any such notice. Fee Mortgagee hereby agrees that it will only send such a notice if in its good faith judgment an event of default has occurred and has not been cured. To the extent Fee Mortgagee previously sent a notice to Tenant of such event of a default requesting payment of rent be paid to Fee Mortgagee, then at such time as such event of default has been cured and the cure accepted by Fee Mortgagee, Fee Mortgagee shall notify the Tenant in writing to again pay Sublessor such rents. Notwithstanding the foregoing provisions or any other provision herein to the contrary, Tenant shall be under no obligation to pay any rent or perform any other obligation set forth in the Lease to Fee Mortgagee unless and until Tenant receives written notice

from Fee Mortgagee that the Town is in default under the Fee Loan and Fee Mortgagee is entitled to the rent under the Lease.

4. Tenant shall have the right to mortgage, assign, pledge and hypothecate its interest in the Lease to any Lender as security for Loan(s). In connection with any financing obtained by Tenant (regardless of whether structured as mortgage financing, mezzanine financing or another type of financing), Fee Mortgagee shall execute such documents Lender may reasonably request in order to facilitate such financing (“**Future Non-Disturbance Agreement**”). For the avoidance of doubt, Fee Mortgagee’s and the Town’s agreement to provide the Non-Disturbance Agreement contemplated in the Lease as referenced herein shall only be for the benefit of first lien lenders with respect to Tenant’s interests in the Lease or first lien lenders with respect to the ownership interests in Tenant and to the extent that there are any other subordinate sub-leasehold mortgages and/or subordinate liens given by Tenant as for any interest in Tenant, Fee Mortgagee and the Town shall have no obligation to provide the future Non-Disturbance Agreement to such parties.

5. Within a reasonable time after Tenant obtains a loan from Lender, Tenant shall notify the Town and Fee Mortgagee in writing (“**Lender Notice**”) of the following, to wit: (i) the name and address and other contact information of the Lender, and (ii) confirming to the Town and Fee Mortgagee that Tenant has executed and delivered to Lender the Leasehold Mortgage, if applicable, or security interest in the ownership interests in Tenant given to Lender, if applicable. Further, notwithstanding anything to the contrary contained herein, upon delivery of the Lender Notice, Lender shall be deemed to be bound by this Agreement, whereupon Lender shall be deemed to be a “Leasehold Mortgagee” and entitled to all of the protections afforded a “Leasehold Mortgagee” thereunder, as provided in this Agreement. The delivery of Lender’s Notice shall be deemed to be an agreement by such Lender of the obligations of Lender set forth herein.

6. Tenant and any Lender (to the extent it has provided a Lender Notice) shall provide Fee Mortgagee, in the manner provided for herein for giving of notices, a copy of each notice of default given to the Town in connection with the Lease, and Fee Mortgagee shall have the right, but not the obligation, to remedy or cause to be remedied any default of the Town under the Lease, so long as such remedy is completed within any notice or grace period provided under the Lease and prior to Tenant electing to terminate the Lease due to any non-monetary default. In connection with any non-monetary defaults, the Tenant hereby agrees that, provided Fee Mortgagee has commenced to cure such non-monetary default and is proceeding with commercially reasonable diligence to complete such cure, Fee Mortgagee shall have an additional period of time as may be reasonable to enable Fee Mortgagee to remedy, or cause to be remedied, any such non-monetary default in addition to the period given to the Town for remedying, or causing to be remedied, such non-monetary default, and Tenant shall accept performance by Fee Mortgagee as performance by the Town.

7. To the extent Fee Mortgagee or any other party (each a “**New Lessor**”) shall acquire the interest of the Town under the Lease, the following shall be binding upon New Lessor:

(i) So long as Tenant recognizes the New Lessor and Tenant is not in default under the Lease (beyond any period given to Tenant by the terms of the Lease to cure such default) and is paying rent to the New Lessor under the Lease, New Lessor shall not, whether in the exercise of any of its rights under the Lease or otherwise, disturb Tenant's possession of the

Premises or deprive Tenant of any right or privilege granted to or inuring to the benefit of Tenant under the Lease; nor shall Tenant be named as a party in any foreclosure proceeding except to the extent required by law.

(ii) New Lessor shall recognize and keep the Lease as a direct sublease between Tenant and New Lessor, without the necessity of executing a new lease. In such event, New Lessor shall succeed to the interest of the Town under the Lease, the Tenant shall attorn (subject to the terms of this Agreement) to the New Lessor, in each case to be effective and self-operative without the execution of any further instruments.

(iii) Notwithstanding the foregoing, upon the request of either New Lessor and/or Tenant, the other Party shall promptly execute and deliver a commercially reasonable instrument in recordable form (an "**Attornment and Recognition Agreement**") that (i) as to the Lease, evidences the foregoing attornment by Tenant to New Lessor, and (ii) evidences the recognition of the Lease as a direct Lease between New Lessor and Tenant.

(iv) At the option of the New Lessor (which may be exercised at any time after an Attornment and Recognition Agreement is executed by New Lessor and Tenant), the New Lessor may enter into a new lease with the Tenant for the Premises (a "**New Lease**"). The New Lease shall contain the exact same terms and conditions contained in the Lease, whereupon the New Lease shall replace the Lease and be deemed a replacement Lease between Tenant and the New Lessor, and a new Non-Disturbance Agreement (similar in form to this Agreement as to such New Lease) shall be executed by New Lessor and Tenant.

(v) After New Lessor, or its successors and assigns, shall succeed to the interest of the Town under the Lease (or enter into a New Lease), New Lessor and Tenant, or their respective successors and assigns, shall be bound to each other under all of the terms, covenants and conditions of each of the Lease or New Lease, if applicable, and Tenant and New Lessor shall, from and after such succession by New Lessor to the interest of the Town under each of the Lease (or the entry of New Lease, if applicable) shall each have the same remedies against each other, or their respective successors and assigns, for the breach of any agreement or covenant or duty contained in each of the Lease or New Lease, if applicable, might have had against the other under the Lease as if such parties had been the original lessor or lessee (as applicable) under the Lease, provided, however, notwithstanding anything in the Lease (or New Lease, if applicable) or in this Agreement to the contrary, New Lessor, its successors and assigns, shall not be:

a. bound by any rent, additional rent or other amounts which Tenant might have paid for more than the current month except the most recent payment of rent paid by Tenant as required under the Lease, or to the extent such money was actually received by New Lessor; or

b. accountable for any money deposited with Lessor for any matter, including, capital improvement reserves, except to the extent such money was actually received by New Lessor; or

c. liable for any indemnities of the Town under the Lease for any period prior to New Lessor becoming the lessor under the Lease or New Lease; or

d. liable for any act or omission of the Town (or its members, officers, managers, employees, contractors, or agents) that occurred prior to such party becoming the New Lessor (and additionally, Tenant agrees that any such act or omission is not a defense or excuse to Tenant's continued performance under the Lease); provided, however, that except as otherwise expressly provided in this Agreement, New Lessor shall only be obligated for all obligations of the sublessor under the Lease to be performed from and after the date the New Lessor succeeded to the interest of the Town under the Lease; or

e. liable for the Town's breach of any agreement or covenant or duty contained in the Lease which occurred prior to the date the New Lessor succeeded to the interest of the Town (and additionally, Tenant agrees that no such breach is a defense or excuse to its continued performance under the Lease); provided, however, that except as otherwise expressly provided in this Agreement, New Lessor shall only be obligated for all obligations of the sublessor under the Lease to be performed from and after the date the New Lessor succeeded to the interest of the Town under the Lease.

Except as provided in this Agreement, Lessor and Tenant shall have their respective rights or remedies available to it under the Lease (or comparable provisions in the New Lease).

(vi) New Lessor shall, in the manner provided for herein for giving of notices, provide promptly to the Lender (to the extent it has provided a Lender Notice) a copy of each notice of default given by New Lessor to the Tenant in connection with the Lease or New Lease, if applicable.

(vii) Lender shall have the right, but not an obligation, to remedy or cause to be remedied any default of Tenant so long as such remedy is completed within any notice or grace period provided under the Lease or New Lease, if applicable, to Tenant as extended if Lender is diligently pursuing the completion of a non-monetary default of Tenant, as such extension is permitted under the Lease or New Lease, if applicable, and New Lessor shall accept performance by the Lender as performance by the Tenant under the Lease or New Lease, if applicable. Provided Lender satisfies the requirements of this Paragraph 7, any defaults by Tenant of any covenants and agreements which are not within the reasonable power of Lender or any nominee to perform shall not be enforced by New Lessor against Lender (but may be enforced against the Tenant), provided the same shall not be deemed to be a waiver of such obligations from and after the date Lender or its nominee acquires Tenant's interest in the Lease or New Lease, if applicable, or the interest in the Tenant, as applicable.

(viii) In case of a default by the Tenant under the Lease or New Lease, if applicable, beyond any applicable notice and cure period, other than a default in the payment of money and under such circumstances New Lessor having the right to terminate after all cure periods, if any, have expired, the New Lessor shall take no action to effect a termination of the Lease or New Lease, if applicable, by service of a notice or otherwise, without first giving Lender (to the extent it has provided a Lender Notice) a commercially reasonable time within which to either:

a. obtain possession of the Premises and the Tenant's improvements located thereon ("**Improvements**") (including possession by a receiver) and to cure such default in case of a default which is within the power of the Lender to cure, it being understood that the payment of money is within the Lender's power to cure, when such Lender has obtained possession of the Premises and the Improvements; or

b. initiate and complete foreclosure proceedings or otherwise acquire Tenant's leasehold interest under the Lease (or New Lease, as applicable), provided the New Lessor may seek to intervene and Lender consents to such intervention in said foreclosure proceedings and obtain an order authorizing the Lender to commence to cure such default as described by New Lessor and, if such order is obtained, Lender shall have a reasonable time thereafter to proceed diligently to cure such non-monetary defaults within its control to cure and to cure all monetary defaults and the New Lessor will not need to wait until the foreclosure proceedings are concluded. Upon issuance of such orders in the judicial proceedings and if Lender fails to diligently proceed to cure such default, New Lessor has the right to enter the Premises and cure such default, the cost and expenses of which shall be added to the Lease or New Lease, if applicable, as additional rent. Lender shall diligently proceed with the appointment of a receiver to operate and maintain the Premises under the Lease or New Lease, if applicable.

The provisions of Paragraph 7(viii) above are conditioned on the following: Lender, within the forty-five (45) days of receipt of a notice of default under the Lease or New Lease, if applicable, shall (i) notify New Lessor of its election to proceed with due diligence to promptly acquire possession of the Premises and any Improvements or to foreclose its Leasehold Mortgage or otherwise to extinguish Tenant's interest in the Lease or New Lease, if applicable; and (ii) deliver to New Lessor an instrument in writing duly executed and acknowledged, whereby the Lender agrees that (x) during the period Lender is enforcing its remedies and/or during the pendency of any foreclosure or other proceeding and until the interest of Tenant in the Lease or New Lease, if applicable, shall terminate, as the case may be, it will pay or cause to be paid to New Lessor (on behalf of Tenant) all monetary obligations of Tenant including rent (based on gross revenue Lender is able to collect), payment of taxes and insurance then due and from time to time becoming due under the Lease or New Lease, if applicable, which is to be remitted to New Lessor giving credit, however, for any net income actually collected by New Lessor (as applicable) in connection with the Premises, and (y) if delivery of possession of the Premises and the Improvements shall be made to Lender or its nominee, whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all covenants and agreements contained in the Lease or New Lease, if applicable, on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid except such covenants and agreements which are not within the reasonable power of the Lender or such nominee to perform but the payment of rent (based on gross revenue Lender is able to collect), taxes and insurance shall be deemed activity within the power of the Lender or its nominee to perform. Upon such extinguishment of Tenant's interest in the Lease or New Lease, if applicable, and such performance by such holder or such nominee, or by any purchaser of the Tenant's interest in the Lease pursuant to any foreclosure proceedings, New Lessor's rights to serve notice of election to end the term of the Lease or New Lease, if applicable, based on any non-monetary default which is not within the

power of such holder or nominee or such purchaser to perform, shall be deemed to be and shall be waived. If prior to any sale pursuant to any proceedings brought in foreclosure of the Loan(s), or if, prior to the date on which Tenant's interest in the Lease or New Lease, if applicable, shall otherwise be extinguished, the default in respect of which New Lessor shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligations of the Lender pursuant to the instrument referred to in clause (x) of this paragraph shall be null and void (subject to a new right to cure for other defaults) and of no further force and effect. Nothing herein contained shall affect the right of New Lessor, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy reserved in the Lease or New Lease, if applicable, to New Lessor, subject to the rights of the Lender pursuant to this Agreement with respect to such default. Notwithstanding anything contained in this Agreement to the contrary, New Lessor shall not be required to waive monetary defaults such as payment of rent, taxes, insurance and other financial obligations under the Lease or New Lease, if applicable, giving credit, however, for any net income actually collected by New Lessor in connection with the Premises. Further, both parties agree payment of rent (based on gross rent Lender is able to collect), and payment of taxes, insurance and other monetary obligations shall never be deemed "not within the reasonable power of the Lender or such nominee to perform" or a default not susceptible of being cured and upon Lender or its designee becoming the Tenant, such party shall perform the deferred maintenance and other obligations within its reasonable control to the extent such matters could not be cured previously.

(ix) Upon (a) a foreclosure or deed in lieu of foreclosure, whereby the Tenant's interest in the Lease or New Lease, if applicable, is transferred to the Lender or foreclosure of ownership interests in Tenant or a transfer in lieu of foreclosure of ownership interests in Tenant, or its first assignee or (b) if such Lender is unable (despite commercially reasonable efforts to do so) to perform the cure within its cure period as provided in Section 7 (xi) and the Lease or New Lease, if applicable, is terminated or (c) if New Lessor shall give notice thereof to the Lender and in either of such cases, upon written request by the Lender given to New Lessor within thirty (30) days after such foreclosure (as provided in Section 7(xii)(a)) or the notice from New Lessor to the Lender of the termination of the Lease or New Lease, if applicable (as provided in Section 7(xii)(b)) to enter a "New Lease" (as hereinafter defined), New Lessor shall enter into and deliver a new lease ("**New Lease**") of the Premises with the Lender or its designee for the remainder of the term of the Lease or New Lease, if applicable, upon the exact same terms and conditions as contained in the Lease or New Lease, if applicable, including all right to the extensions thereof and dated as of the date of termination of the Lease or New Lease, if applicable, and convey to the Lender (or its designee) by quit claim bill of sale, a term of years in and to the Improvements, reserving to New Lessor the reversion of title to the Improvements upon the termination of the New Lease. The estate of the Lender (or its designee) as lessee under the New Lease shall have priority equal to the estate of the Tenant under the Lease or New Lease, if applicable (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such New Lease which was not prior to or superior to the estate of the Tenant under the Lease or New Lease, if applicable, as of the date immediately preceding the date the Lease or New Lease, if applicable, went in default. The quit claim bill of sale to the Improvements shall recite that the grantee holds title to the Improvements only so long as the New Lease shall continue in full force and effect, that upon termination of the New Lease, title to the Improvements shall revert to New Lessor automatically without payment. Nothing herein contained shall be deemed to impose any

obligation upon New Lessor or to cause the delivery of physical possession of the Premises and the Improvements to the Lender or its designee or to disavow any recognition of the Lease or New Lease, if applicable, or the rights of the Tenant pursuant to the terms of the Lease or New Lease, if applicable. The Lender or its designee shall pay all reasonable expenses, including reasonable attorneys' fees, incident to the execution and delivery of such New Lease and quit claim bill of sale to the extent requested by the Lender. If there be more than one (1) Leasehold Mortgage, the right to request and obtain a New Lease shall be limited solely to the Lender having the highest priority lien. New Lessor reserves the right to require a written legal opinion, at Lender's expense, as to whether or not such Leasehold Mortgage is a first lien on the Tenant's rights under the Lease or New Lease, if applicable.

However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired the Tenant's leasehold estate at the foreclosure sale shall execute and deliver such evidence of acquiring such leasehold estate to New Lessor. If Lender is the purchaser, it may assign its interest in the Lease or New Lease, if applicable, to any person, firm, corporation or entity designated by it who satisfies the minimum standard as expressly specified in the Lease or New Lease, if applicable, and such assignee shall execute and deliver such assignment to New Lessor in form reasonably acceptable to New Lessor, whereupon the Lender shall have no liability or obligation thereunder.

8. (a) Without the prior written consent of Fee Mortgagee (while its lien encumbers the Town's interest in the Lease or New Lease, if applicable) the Town and Tenant, shall not consent to or accept any voluntary cancellation, termination or surrender of the Lease (other than to enforce a default thereunder not cured within the applicable cure period). Without the prior written consent of Fee Mortgagee (while its lien encumbers the Town's interest in the Lease or New Lease, if applicable), which consent shall not be unreasonably withheld, conditioned or delayed, the Town and Tenant shall not, in any material respect, modify or amend the Lease or New Lease, if applicable, which materially changes the term, the rent, or otherwise materially increases the obligations of the Town or material decreases the obligations of Tenant under the Lease or New Lease, if applicable (a "**Lease Modification**"). In the event the Town sends its request for approval of a Lease Modification to Fee Mortgagee as a "Time Sensitive Request of Lender", then the Lender shall be deemed to have approved such request if the Fee Mortgagee does not disapprove same and specify the basis for such disapproval within twenty (20) days of request.

(b) Without the prior written consent of Lender (to the extent it has provided a Lender Notice and while its lien encumbers any Tenant interest in the Lease or New Lease, if applicable), the Town and Tenant shall not (i) consent to or accept any violation, cancellation, termination or surrender of the Lease or New Lease, if applicable (other than to enforce a default thereunder not cured within the applicable cure period (but subject to the terms hereof)), or (ii) modify or amend the Lease or New Lease, if applicable, in any material manner which changes the term, the rent, or otherwise materially increases the obligations of Tenant or material decreases the obligations of the Town or the rights of Tenant under the Lease or New Lease, if applicable (in each case, a "**Material Lease Modification**"). In the event the Town or Tenant sends a request to Lender for approval of a Material Lease Modification, any such consent of Lender shall not be

unreasonably withheld and shall be subject to the terms and provisions attached hereto as Exhibit A.

9. The Town and New Lessor agree that the restrictions on "Assignment" (as defined in the Lease or New Lease, if applicable) do not apply to either (a) an assignment of the Leasehold interest of Tenant as it relates to Lender (to the extent it has provided a Lender Notice) pursuant to the Leasehold Mortgage or the foreclosure of the Leasehold Mortgage or assignment in lieu of the foreclosure of the Leasehold Mortgage or (b) a pledge of ownership interests in the Tenant as it relates to Lender by its owner or the foreclosure on the ownership interests of Tenant or the assignment in lieu of the foreclosure of ownership interests in the Tenant, provided however, any subsequent assignment by Lender to a third party shall be subject to compliance with the minimum standards relating to an assignee as specified in the Lease or New Lease, if applicable.

10. The parties acknowledge that any Loan(s) obtained by Tenant are leasehold security interests on the Tenant's interest in the Premises and do not encumber or subordinate the fee simple title of the Town, the leasehold interest of Lessor, or any lien and/or leasehold interest held by Fee Mortgagee.

11. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified mail, postage prepaid, return receipt requested. Such written notice shall be addressed as follows:

As to Fee Mortgagee:

With a copy to:

As to Town:

With a copy to:

As to Lender:

The name and address of the Lender and its representatives as set forth in the Lender Notice

As to Tenant:

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered three (3) business days after being properly mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by email (except that requests for Material Lease Modification approvals whereby the provisions of Exhibit A would be applicable must always be sent by certified mail return receipt requested or a nationally recognized delivery service such as Federal Express in addition to email) or by nationally recognized delivery service such as Federal Express, but shall only be deemed to have been given when received

12. This Agreement shall not be changed, modified or amended except by an instrument in writing and executed by all Parties to this Agreement.

13. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which shall be deemed one and the same instrument. Facsimile transmission signatures of this Agreement shall be deemed to be original signatures.

14. This Agreement is governed by Florida law and Palm Beach County, Florida is the agreed upon venue.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[Signature Pages to Follow]

WITNESSES:

LESSOR:

Town of Lake Park Florida

_____ By: _____
 Print Name: _____ Name: _____
 _____ Title: _____

 Print Name: _____ Date: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization by _____, the _____ of _____, a _____, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public

Typed, print d or stamped name of Notary Public

My Commission Expires:

TENANT:

Date: _____

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was
acknowledged before me by means of ☐ physical presence or ☐ online notarization by
_____, the _____ of _____, a
_____, freely and voluntarily under authority duly vested in him/her by said
corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she
is personally known to me or who has produced _____ as
identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

LENDER:

Date:

154

WITNESSES:

FEE MORTGAGEE:

 Print Name: _____

By: _____

Name: _____

Title: _____

 Print Name: _____

Date: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization by _____, the _____ of _____, a _____, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

 Notary Public

 Typed, print d or stamped name of Notary Public

My Commission Expires:

Exhibit A

If Tenant makes a written request of Lender in accordance with the terms of this Agreement to make a material modification or amendment to the Lease, accompanied by all such background information and explanations as may be reasonably necessary for Lender to determine whether to consent to or approve the request, and does not receive a consent, approval or rejection from Lender within five (5) business days after Lender's receipt of such request, then Tenant may provide Lender with a second written notice of any such request, with a copy of such first request, and if such second written notice includes, printed in capital letters of boldface type and at least 12 point font, a legend substantially to the following effect:

“THIS COMMUNICATION REQUIRES IMMEDIATE RESPONSE. FAILURE TO RESPOND WITHIN TEN (10) CALENDAR DAYS (OR LONGER PERIOD AS PROVIDED IN THAT CERTAIN NON-DISTURBANCE AGREEMENT DATED AS OF _____) FROM THE RECEIPT OF THIS COMMUNICATION SHALL CONSTITUTE A DEEMED CONSENT OR APPROVAL BY THE ADDRESSEE OF THE ACTION REQUESTED BY THE ADDRESSOR.”

and if the foregoing legend is included by the Tenant in the second written request to Lender, such request shall be deemed to have approved or consented to the item for which Tenant sought Lender's consent or approval for all purposes hereunder unless Lender denies the such request within ten (10) calendar days of Lender's receipt of such second written request; provided, however, that if Lender in writing notifies Tenant (including the basis for the need for additional time) within such ten (10) calendar day period that the nature of the request is such that more than ten (10) calendar days are required in order for the Lender to properly assess the request and respond to Tenant (including without limitation, as a result of loan approval authority for the requested change being a prerequisite to Lender's and/or any Loan participant's response to the request), then such period shall be extended for up to an additional twenty (20) calendar days (i.e. a total of thirty (30) calendar days after Lender's receipt of the second written request) for Lender and/or any Loan participant to properly assess the request and respond to Tenant so long as Lender and/or such Loan participant(s) have commenced their assessment within such ten (10) calendar days period and thereafter diligently conducts their review and determination of whether or not to approve or consent to such request.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 3, 2024

Originating Department: Town Clerk **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: 2023.12.29 14:00:56 -05'00'

Agenda Title: Commission Discussion Regarding Filling The Vacant Commission Seat.

Approved by Town Manager: **Bambi McKibbon-Turner**

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
ou=Assistant Town Manager/Human Resources Director,
email=btturner@lakeparkflorida.gov, c=US
Date: 2023.12.29 14:07:20 -05'00'

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

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

Advertised: _____

Date: _____ **Newspaper:** _____

Attachments: Town Charter; Palm Beach County Supervisor of Election Email

Please initial one:

_____ Yes I have notified everyone

VM _____ Not applicable in this case

Summary Explanation/Background:

As a result of Former Commissioner John Linden's resignation, which was submitted at the December 20, 2023 Commission Meeting and which became effective on December 28, 2023, the Town Commission has a vacancy.

The following language in the Town Charter, Article IV – Elective Officers, Section 4 – Filling of vacancy in the Office of Commissioner or Mayor states:

“In the case of death, disability, resignation or removal of the Mayor or any member of the Town Commission, or in the event that a Commissioner or the Mayor ceases to remain a bona fide legal resident of the Town, a vacancy for that Office shall exist. If such vacancy exists in the Office of Commissioner, it shall be filled by the appointment of a new temporary Commissioner by the remaining members of the Town Commission. The individual appointed by the Commission shall serve until a

Commissioner is elected to fill the unexpired term. The election to fill the vacancy shall be held at the next scheduled municipal, state or federal primary or general election, whichever occurs first. If a vacancy in the Office of the Mayor exists, then an election shall be held to fill the vacancy in the Office of the Mayor for the remainder of the unexpired term. An election to fill the unexpired term shall be held at the next scheduled municipal, state or federal primary or general election, whichever occurs first.” Emphasis added.

The next scheduled state or federal primary or general election will occur on March 19, 2024. Attached is a copy of the email which the Town received from the Palm Beach County Supervisor of Elections which sets forth the deadline of January 12, 2024 for receipt of all names that will be on the ballot for the March 19, 2024 election.

There will be a financial impact to the Town, which will be the cost to conducting this election; however, the specific cost of doing so is unknown at this time. This information will be provided to the Commission at a later date.

Recommended Motion:

I move to appoint _____ to serve as a temporary Commissioner and to conduct an election on March 19, 2024.

Vivian Mendez

From: Amber Sacks <amber@votepalmbeach.gov>
Sent: Thursday, December 14, 2023 10:38 AM
To: Laura Weidgans
Cc: Vivian Mendez
Subject: RE: Election March 2024

You don't often get email from amber@votepalmbeach.gov. [Learn why this is important](#)

Good morning Laura,

The contracts were sent out via a Smart Sheet link on November 30, 2023, and it was sent to vmendez@lakeparkflorida.gov.

Below is the email that Wendy sent on August 16, 2023:

We heard from a municipal elected official, expressing concern over the new Form 6 requirements for municipal office holders, and indicating that many may be resigning by December 31st as a result of Form 6 requirements. For municipalities who have the unfortunate position of having had office holders resign after their qualifying period ended, we have come up with a potential solution for those unique situations only. This may require some municipalities to make changes to their charter now in preparation for the possibility that this becomes a reality for them. This will be very tight for us (leaving us only one day to insert all of the ballots we are sending out for the UOCAVA drop), so we won't be able to accept anything later than the dates below. It will likely be a shorter qualifying time than they are used to, so changes need to be made now to accommodate that.

NOTE – we will not be able to hold any special elections in 2024 because of a combination of the Presidential election and the fact that we will likely be moving our warehouse after the municipal election in March 2024, so we will have no tabulation or vbm equipment available.

- The municipality will need to inform us no later than January 2nd if they are going to have to add a race (or races), and which seats/races will be affected. This will allow us to create a place holder in the ballot.
- **Qualifying would need to end by 12 noon on Friday, January 12th, with names/races to us no later than 3pm on Friday, January 12th.**
- We will prepare and proof the revised ballot by 12:00 noon on Friday, January 19th. We will then send it to the municipalities, who will have to have it back to us by 5 pm on Monday, January 22nd.
- If there are any revisions required, we will revise and have it back to the municipality by 4:00pm on Tuesday, January 23rd, with the municipality reviewing the revision and sending it back to us by 5pm on that same day.
- We will send it to the printer that night, and have ballots back by the end of the day on January 31.
- Insert ballots on February 1st, and mail out on February 2nd.

Please note – the deadline of December 15th is still in place for all races and questions/referenda for the municipalities. We will be creating the ballot and proofing that by the end of December. We are **ONLY** accepting races that had to be added because of late resignations (due to Form 6).

This puts a big burden on our office, but we recognize that some of the municipalities may be in a difficult position if office holders resign late, so we are trying to be helpful.

As stated earlier, the March ballot is the only opportunity for municipalities to put anything on the ballot – we will not be able to add any municipal races or questions on the August or the November ballots.

I hope this is helpful to the municipalities. Please let me know if you have any questions.

Thanks,
Wendy

Amber Sacks
Candidate Coordinator

P: (561) 656-6200
F: (561) 656-6287
amber@votepalmbeach.gov



PLEASE NOTE: Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Florida Statute 668.6076.

From: Laura Weidgans <lweidgans@lakeparkflorida.gov>
Sent: Thursday, December 14, 2023 10:27 AM
To: Amber Sacks <amber@votepalmbeach.gov>
Subject: Election March 2024

⚠ CAUTION! ⚠

This is an external email!

Please **BE CAREFUL** when clicking links or opening attachments!
Think before you click! When in doubt, contact your IT Department!

Good morning Amber,

We were recently informed by one of our elected officials that they are still on the fence about resigning their position before the end of this year. We wanted to try to get some information so we can try to be prepared. Can you tell me what the deadline would be for us to submit our list of candidates to you? Also, how quickly would we be able to get contracts from the SOE office?

Please let me know if there is someone else I need to reach out to and if we do receive a resignation letter from this individual, who in your office would be the best person to reach out to?

Laura J. Weidgans
Deputy Town Clerk

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
561-881-3311



Please Note: Florida has a very broad public records law. Written communications regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email released in response to a public records request, do not send electronic mail to this entity, instead contact this office by telephone. Section 688.6076 F.S.

ARTICLE IV. - [ELECTIVE OFFICERS]

Item 8.

Section 1. - Elective officers.

The elective officers under this charter shall be the Mayor and the members of the Town Commission. The Mayor and members of the Town Commission shall all be elected in a general election in accordance with the terms and schedule set forth in Section 3 below.

Mayor

Commissioner

Commissioner

Commissioner

Commissioner

(Ord. No. 01-2010, § 2, 1-20-2010)

Editor's note— Portions of this section were deleted, at the direction of the town attorney, as relating solely to the transition from the previous Charter to the present Charter, and therefore being obsolete. For the basis of other changes to this section, see editor's note to article III heading.

Section 2. - Ballot designations.

Editor's note— See editor's note to article III heading.

Section 3. - Term of elected office; schedule of election of Mayor and Commissioners.

The Mayor and Commissioners shall be elected for terms of three (3) years each. The regular town election for the four commission seats shall be the second Tuesday in March and each election year thereafter, beginning in March of 2010. Such town elections shall be general elections. Electors shall vote for one qualified candidate amongst those Commissioners who appear on the ballot at the election and each successive election for the office of Commissioner. At any general election held under the provisions of this Charter, the four Commissioner candidates who shall have received the four greatest number of votes cast shall be elected. Should two or more candidates for Commissioner receive the fourth greatest number of votes cast, those candidates shall be listed on a ballot for a run-off election which shall be held two weeks following the regular election for the office of Commissioner.

The regular town election for the Mayor shall be the second Tuesday in March of 2011. Such election shall be a general election. Electors shall vote for one qualified candidate amongst those candidates for Mayor who appear on the ballot. The candidate receiving the greatest number of votes cast shall be elected as the Mayor. In the event two or more candidates receive the same number of votes cast, then a run-off election shall be held two weeks after the original election to elect a candidate to fill the office of Mayor.

(Ord. No. 01-2010, § 2, 1-20-2010)

Editor's note— A portion of this section was deleted, at the direction of the town attorney, as being unnecessarily duplicative of other language with this section.

Section 4. - Filling of vacancy in the Office of Commissioner or Mayor.

In the case of death, disability, resignation or removal of the Mayor or any member of the Town Commission, or in the event that a Commissioner or the Mayor ceases to remain a bona fide legal resident of the Town, a vacancy for that Office shall exist. If such vacancy exists in the Office of Commissioner, it shall be filled by the appointment of a new temporary Commissioner by the remaining members of the Town Commission. The individual appointed by the Commission shall serve until a Commissioner is elected to fill the unexpired term. The election to fill the vacancy shall be held at the next scheduled municipal, state or federal primary or general election, whichever occurs first. If a vacancy in the Office of the Mayor exists, then an election shall be held to fill the vacancy in the Office of the Mayor for the remainder of the unexpired term. An election to fill the unexpired term shall be held at the next scheduled municipal, state or federal primary or general election, whichever occurs first.

(Ord. No. 02-2009, § 2, 2-4-2009; Ord. No. 01-2010, § 2, 1-20-2010; Ord. No. 05-2013, § 2, 4-17-2013)

State Law reference— Mandate to provide for filling of vacancies on commission, F.S. § 166.031(b).



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 3, 2024
Originating Department: Town Clerk
Agenda Title: Resolution Establishing the Qualifying Period for the March 19, 2024 Municipal Election
Approved by Town Manager: Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=btturner@lakeparkflorida.gov, c=US
 Date: 2023.12.22 15:01:45 -05'00'

Cost of Item: _____ **Funding Source:** Accounting, Audits, & Elections
Account Number: 106-33000 **Finance Signature:** Jeffrey P. Duvall

Digitally signed by Jeffrey P. Duvall
 DN: cn=Jeffrey P. Duvall, o, ou, email=jduvall@lakeparkflorida.gov, c=US
 Date: 2023.12.22 14:20:03 -05'00'

Advertised: _____
Date: December 27 and 31, 2023 **Newspaper:** Palm Beach Post & El Latino

Attachments: Resolution

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

Summary Explanation/Background:

The Town of Lake Park will conduct a Municipal Election on March 19, 2024. The attached Resolution establishes the qualifying period as Friday, January 5, 2024 beginning at noon and continue until Friday, January 12, 2024 until noon.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION 04-01-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING A SPECIAL ELECTION WHICH SHALL BE HELD ON TUESDAY, MARCH 19, 2024 FOR THE PURPOSE OF ELECTING ONE COMMISSIONER TO THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE QUALIFYING/FILING PERIOD FOR SUCH SPECIAL ELECTION AS BEGINNING AT 12 NOON ON FRIDAY, JANUARY 5, 2024 AND CONTINUING DURING THE TOWN'S BUSINESS HOURS ENDING AT 12 NOON FRIDAY, JANUARY 12, 2024; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("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, due to the resignation of Commissioner John Linden, a vacancy on the Town Commission exists; and

WHEREAS, the Commission has determined that it is in the best interests of the residents of the Town to conduct a special election to fill the vacant commission seat; and

WHEREAS, the Town Clerk has notified the Palm Beach County Supervisor of Elections (SOE) of the Town Commission's desire that a special election be held to fill the vacant commission seat; and

WHEREAS, it is necessary to establish a qualifying period for those persons who would like to be qualified as candidates for the vacant commission seat.

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

Section 1. The Town Commission hereby directs the Town Clerk to schedule with the SOE a special election to be held in the Town of Lake Park, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, the 19th day of March, 2024, and

if necessary a run-off election would be held on Tuesday, the 28th day of March, 2024, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing a one commissioner to the Town Commission.

Section 2. The Town Commission hereby designates a qualifying period, beginning, Friday, January 5, 2024 at 12:00 noon as the opening date for those persons interested in qualifying for the vacant Office of Commissioner; and establishing 12:00 noon, Friday, January 12, 2024 as the closing date for candidates to qualify for the Office of Commissioner.

Section 3. On Thursday, January 4, 2024, the Town Clerk of the Town shall post in three conspicuous places in the Town, one of which shall be at the front door of Town Hall, 535 Park Avenue, the Notice of the Municipal Election, and that those interested in qualifying to be a candidate for the Office of Town Commissioner must qualify between January 5 and 12 within the hours as set forth above.

Section 4. This Resolution shall take effect immediately upon execution.

P:\DOCS\26508\00001\DOC\2971335.DOCX



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 3, 2024

Agenda Item No.

Agenda Title: Resolution Authorizing the Mayor to Sign the 2024 Municipal Election Vote Processing Equipment Use and Election Services Agreement with the Palm Beach County Supervisor of Election for the Municipal Election Scheduled for March 19, 2024 and Selecting the County Canvassing Board to Canvass the Town's Ballots.

[] SPECIAL PRESENTATION/REPORTS [X] **CONSENT AGENDA**
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [] PUBLIC HEARING ORDINANCE ON _____ READING
 [] NEW BUSINESS
 [] OTHER: _____

Approved by Town Manager

Bambi McKibbon-Turner

Date:

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
 Assistant Town Manager/Human Resources Director,
 email=btturner@lakeparkflorida.gov, c=US
 Date: 2023.12.22 14:59:42 -05'00'

Vivian Mendez, Town Clerk

Name/Title

Originating Department: Town Clerk	Costs: \$ Funding Source: Elections Acct. # 106-33000 [X] Finance <small>Jeffrey P. Duval</small>	Attachments: 1) Resolution 2) SOE Agreement 3) 2024 Municipal Cost Estimates
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case VM Please initial one.

Summary Explanation/Background:

The Palm Beach County Supervisor of Elections (SOE) has presented the Town of Lake Park with an agreement for Vote Processing Equipment Use and Election Services for the March 19, 2024 Municipal Election. Staff has reviewed the agreement and is requesting that the Town allow the County Canvassing Board to canvass the ballots during the March 2024 Municipal Election as they did during the March 2023 Municipal Election.

Also included as part of this agenda item is the "Municipal Election Cost Examples". The document provides a proposed estimate for the March 2024 Municipal Election. The Town has not budgeted for the March 2024 Municipal Election.

The purpose of this agenda item is to request approval of the attached Resolution and designating the County Canvassing Board to canvass the Town's ballots during the March 2024 Municipal election.

Recommended Motion: I move to approve Resolution _____.

RESOLUTION 05-01-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR THE DEPLOYMENT AND USE OF VOTE PROCESSING EQUIPMENT AND ELECTION SERVICES; AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN OF LAKE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the Palm Beach County League of Cities, through its Ad Hoc Committee on Municipal Elections, negotiated an agreement with the Palm Beach County Supervisor of Elections (SOE) which sets forth the duties, responsibilities and fees associated with the SOE conducting municipal elections, commencing with the 2010 municipal election; and

WHEREAS, the SOE has presented the Town with an Agreement for the Deployment and Use of Vote Processing Equipment and Election Services (the Agreement) for the March 19, 2024 Uniform Municipal Elections in Palm Beach County; and

WHEREAS, the Town Commission has determined that the approval of the Agreement is in the best interests of the residents and electors of the Town of Lake Park.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA as follows:

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The Town Commission hereby approves the Agreement with the Palm Beach County Supervisor of Elections, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and authorizes and directs the Mayor and Town Clerk to execute the Agreement on behalf of the Town.

Section 3. The Town Commission hereby designates that the County Canvassing Board as the members of the Town’s Canvassing Board, authorizing those members or their designees to represent the Town at the Logic and Accuracy (“L&A”) testing of the voting equipment prior to the Uniform Municipal Election.

Section 4. The Town Commission also hereby requests that the SOE prepare vote by mail ballots for the Town, said ballots to be distributed to those electors who request them because they are unable to vote on the day of the Municipal Election. The SOE is hereby requested to count the vote-by-mail ballots and include the Town in the canvassing advertisement.

Section 5. This Resolution shall become effective immediately upon execution.



**2024 MUNICIPAL ELECTION(S)
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and _____, **Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election during calendar year 2024, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit “A”).

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit “A”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibit “A”.

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits “A” and “B”. Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit “A” controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit “B” control. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained in Exhibits “A” and “B” are subject to change.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY’S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if the MUNICIPALITY’S races cause the ballot to add an additional page, in which case

MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPALITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B".

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of

the Effective Date hereof, is set forth in Exhibit “B”. If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s)(including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, SOE *shall not* create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, SOE will post it on SOE’s website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITY’s Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present

for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, the SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit “B”.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY’s Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. Except for negligent acts of SOE in performance of this agreement, MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any

judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by the MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Presidential Preference Primary and Municipal Elections
2024

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality \leq 2k registered voters = \$600)	\$750.00
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	\$6.91/Ballot
VBM Return Mail Postage Costs – Actual Cost	TBD
Unanticipated Costs	TBD

EXHIBIT “B”

Palm Beach County Supervisor of Elections
Schedule of Municipal Run-Off/Stand-Alone Election Fees
Presidential Preference Primary and Municipal Elections
2024

General Municipal Run-Off/Stand-Alone Election Services	Estimated Costs
Vote-by-Mail Ballot Services	\$7.11/Ballot
Run-Off/Stand-Alone Election Day Services	\$7,195.66
Precinct Services (per precinct)	\$596.24
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
POLL WORKER PAY Early Voting hourly rate: Site Supervisor: \$19/hour Assistant Site Supervisor: \$17/hour Inspector: \$15/hour Election Day lump sum*: Clerk: \$390.00 Assistant Clerk: \$250.00 VST: \$305.00 Inspector: \$230.00 Precinct Deputy: \$200.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position which they are trained *Rate of pay is a lump sum that includes training and election day. The Clerk and VST pay rate also includes Monday set-up. Any additional items requested by the municipality will be invoiced separately	TBD
On call support (\$2500 range)	Invoiced by Vendor TBD
VBM Return Postage Fees	\$.60

*Itemized invoices will be provided in the event of a run-off election.