



# Lake Park Town Commission, Florida

## Regular Commission Meeting

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

Wednesday March 04, 2026 6:30pm

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

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

### CIVILITY AND DECORUM

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

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

## **CALL TO ORDER/ROLL CALL**

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA:**

## **SPECIAL PRESENTATION/REPORT:**

1. Proclamation - Let's Move Palm Beach County - March 2026
2. Presentation, Discussion & Direction - Evergreen House Preservation Project – Baker Design Build (30% Plans)

## **PUBLIC COMMENT:**

*This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.*

## **CONSENT AGENDA:**

*All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.*

3. Regular Commission Meeting Minutes - February 18, 2026
4. Resolution 15-03-26 - Amendment #1 - Subrecipient Grant Agreement (No. MT130) - Community Development Block Grant Mitigation Program (CDBG-MIT) - Florida Department of Commerce - Southern Outfall Initiative Stormwater Improvement Projects
5. Resolution 16-03-26 - Cancel Regular Commission Meeting - March 18, 2026 and Reschedule Meeting to March 25, 2026

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

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

**NEW BUSINESS:**

- [6.](#) Presentation, Discussion & Direction - US Highway 1 Median Landscaping Plan (Silver Beach Road to Palmetto Drive) - Florida Department of Transportation (FDOT)

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**REQUEST FOR FUTURE AGENDA ITEMS:**

**ADJOURNMENT:**

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on March 25, 2026.



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** March 4, 2026

**Originating Department:** Town Clerk

**Agenda Title:** Proclamation - Let's Move Palm Beach County - March 2026

**Agenda Category** (i.e., Consent, New Business, etc.): Special Presentation/Report

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

**Advertised:**

**Date:** N/A **Newspaper:** \_\_\_\_\_

**Attachments:** Proclamation.

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone

X \_\_\_\_\_ Not applicable in this case

**Summary Explanation/Background:**

Let's Move Palm Beach County: Commit to Change Physical Activity Challenge is a county-wide initiative that focuses on physical activity, nutrition and healthy behaviors and encourages individuals within and beyond Palm Beach County to take charge of their health by participating in fun fitness exercises.

The "Challenge" takes place from March 1-31, 2026 and all Lake Park residents are challenged to become engaged with the month-long program & events that will be offered.

A representative from Digital Vibez will be in attendance to receive the proclamation.

**Recommended Motion:**

N/A

## ***Proclamation***

**WHEREAS**, the Town of Lake Park takes special notice and acknowledges exceptional organizations that help residents who live, work and play within the jurisdiction; and

**WHEREAS**, in 2014 Digital Vibez became a nonprofit to reach out to underserved youth in Palm Beach County by empowering them through dance fitness, technology and the arts; and

**WHEREAS**, Digital Vibez partners with the Palm Health Foundation, annually to host The *Let's Move: Commit to Change Physical Activity Challenge*: a county-wide initiative that focuses on physical activity, nutrition and healthy behaviors; and

**WHEREAS**, Digital Vibez, Inc. and Palm Health Foundation present the annual challenge, which takes place annually from March 1-31 and encourages individuals within and beyond Palm Beach County to take charge of their health by participating in fun fitness exercises; and

**WHEREAS**, The *Let's Move* initiative was originally introduced on a national level, by First Lady Michelle Obama in 2010, with the goal of decreasing childhood obesity throughout the United States due to the fact that nearly one in three children in the United States are overweight or obese and if this problem persists, 1/3 of all children born in 2000 or later will suffer from diabetes at some point in their lives, or will face other obesity-related health problems such as heart disease, high blood pressure, asthma and cancer; and

**WHEREAS**, Digital Vibez and the Palm Health Foundation invite all residents to take the challenge to MOVE by forming teams, registering online, committing to exercising for at least 30 minutes a day throughout the month of March, and logging their minutes on the *Let's Move* website, [www.letsmovePBC.org](http://www.letsmovePBC.org). In 2012, Palm Beach County logged 100,000 minutes in the first year of the challenge and we have met the challenge each year since, rising in 2025 to over 101 million minutes logged!

**NOW, THEREFORE**, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby proclaim the month of March 2026, as:

### ***Let's Move Palm Beach County***

and urge all citizens to join us in moving to improve their fitness, mental health, and overall health.

**IN WITNESS WHEREOF**, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 4<sup>th</sup> day of March, 2026.

BY:

ATTEST:

\_\_\_\_\_  
*Mayor Roger Michaud*

\_\_\_\_\_  
*Vivian Mendez, Town Clerk*



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** March 4, 2026

**Originating Department:** Public Works

**Agenda Title:** Presentation, Discussion & Direction - Evergreen House Preservation Project – Baker Design Build (30% Plans)

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cost of Item:** \$ 0.00      **Funding Source:** N/a

**Account Number:** 001-408-597      **Finance Signature:** Barbara A. Gould

**Advertised:**

**Date:** N/A      **Newspaper:** \_\_\_\_\_

**Attachments:** 1) Evergreen House – 30% Architectural Plans

\_\_\_\_\_

\_\_\_\_\_

**Please initial one:**

Yes, I have notified everyone.

Not applicable in this case

**Summary Explanation/Background:**

The Evergreen House, which was originally constructed in 1925, is one of the Town of Lake Park’s original Kelsey City homes and represents a significant historical resource within the Town’s historic and cultural heritage/history. Preservation of this facility is essential to ensure its continued historic education and availability for public use and for future generations.



The Evergreen House is currently utilized by the Lake Park Historical Society for research, weekly meetings and periodic community outreach programs. Additionally, the facility is available for public events, gatherings and rentals.

However, while there is strong interest from both the Town and the Historical Society to expand programming and public use, the facility is presently in a state of disrepair and requires substantial preservation improvements.

The proposed improvements are necessary to restore the building to a safe, functional, and regulatory-compliant condition, including compliance with the Americans with Disabilities Act (ADA).

Note: Without these proposed improvements, continued use of the facility presents safety concerns and limits public accessibility.

In an effort to fund the needed repairs and improvements, the Town received a grant award in the amount of \$198,500 from the State of Florida's Division of Historical Resources. The grant award required a 50% (\$198,500) local match from the Town as well as the Town entering into a restrictive covenant to ensure the long-term preservation and appropriate use of the Evergreen House as a historic property (Resolution 11-02-26 – February 4, 2026).

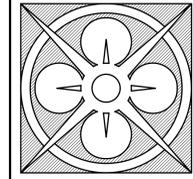
The Town had previously issued a Request for Qualifications (RFQ) for Architectural Design and Consulting Services for the Evergreen House Restoration project (RFQ #109-2025, for Professional Architectural Design and Consulting Services for the Evergreen House Restoration - Issued June 02, 2025 – Closed July 10, 2025). The RFQ was publicly advertised in accordance with the Town's Purchasing Code and Florida's Consultants' Competitive Negotiation Act (CCNA), Ch. 287.055, F.S.

The Town's evaluation committee reviewed and scored all submittals based on the published criteria and the Town Commission approved the evaluation committee's ranking and selected Baker Design Build to serve as the Town's consulting engineering firm to complete the facility condition assessment and project design.

Baker Design Build has recently provided the Town with the 30% complete Architectural Plans for review and comment and, as a result, the Town Commission is requested to provide direction/input on the design of the proposed restoration project in advance of moving forward and completing the design phase of the project.

**Recommended Motion:**

The Town Commission to consider, discuss and provide direction/input on the design and engineering (30% Plans) for the Evergreen House Preservation Project being completed by the Town's consulting engineering firm, Baker Design Build.



THE LANE GROUP INC  
C. DOUGLAS LANE, AIA

3514 OAK STREET  
JACKSONVILLE, FL 32205  
904.874.1766  
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FL Lic #AR0010878

Preservation Improvements for  
**Lake Park Historic Evergreen House**  
601 Federal Highway  
Lake Park City, FL 33403-2603

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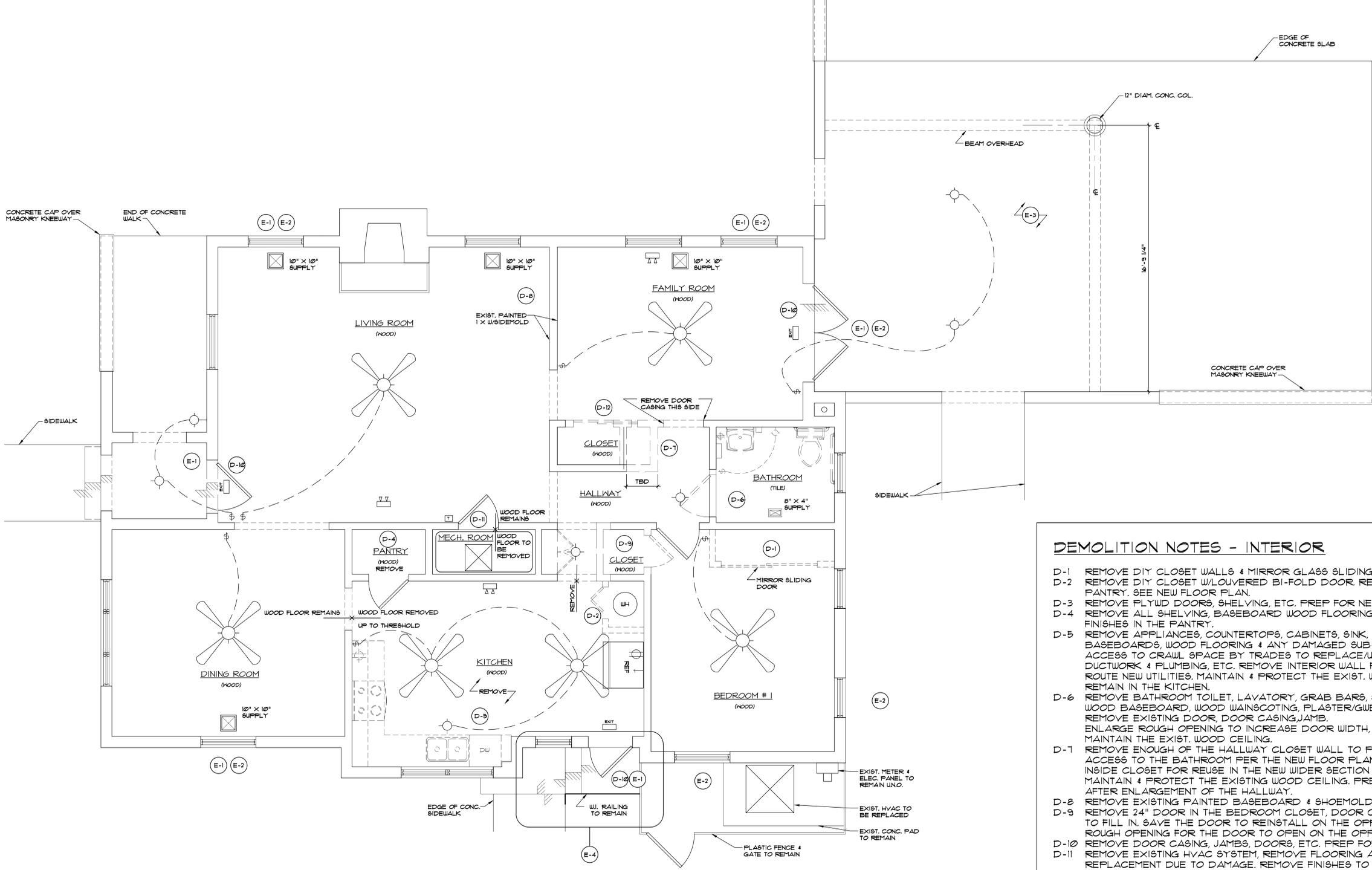
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Commission No.	
Date	02.13.26
Scale	As Noted
Drawn by	Lucia R. Lane
Checked by	Doug Lane
Sheet No.	of

Demolition Plan

D-1.0



### DEMOLITION NOTES - INTERIOR

- D-1 REMOVE DIY CLOSET WALLS & MIRROR GLASS SLIDING DOORS.
- D-2 REMOVE DIY CLOSET W/LOUVERED BI-FOLD DOOR. RELOCATE WATER HEATER TO PANTRY. SEE NEW FLOOR PLAN.
- D-3 REMOVE FLYWD DOORS, SHELVING, ETC. PREP FOR NEW USE PER NEW FLOOR PLAN.
- D-4 REMOVE ALL SHELVING, BASEBOARD WOOD FLOORING. REMOVE WALL & CEILING FINISHES IN THE PANTRY.
- D-5 REMOVE APPLIANCES, COUNTERTOPS, CABINETS, SINK, DISHWASHER, WOOD BASEBOARDS, WOOD FLOORING & ANY DAMAGED SUB-FLOORING TO PROVIDE ACCESS TO CRAWL SPACE BY TRADES TO REPLACE/UPDATE ELECTRICAL, HVAC DUCTWORK & PLUMBING, ETC. REMOVE INTERIOR WALL FINISHES TO THE STUDS TO ROUTE NEW UTILITIES. MAINTAIN & PROTECT THE EXIST. WOOD CEILING, SCHEDULED TO REMAIN IN THE KITCHEN.
- D-6 REMOVE BATHROOM TOILET, LAVATORY, GRAB BARS, SOAP & PAPER DISPENSERS, WOOD BASEBOARD, WOOD WAINSCOTING, PLASTER/GUWB WALLS BACK TO STUDS, REMOVE EXISTING DOOR, DOOR CASING, JAMB. ENLARGE ROUGH OPENING TO INCREASE DOOR WIDTH, SEE THE NEW FLOORPLAN. MAINTAIN THE EXIST. WOOD CEILING.
- D-7 REMOVE ENOUGH OF THE HALLWAY CLOSET WALL TO PROVIDE A 5'-3" FINISHED. NEW ACCESS TO THE BATHROOM PER THE NEW FLOOR PLAN. SAVE WOOD FLOOR FROM INSIDE CLOSET FOR REUSE IN THE NEW WIDER SECTION OF THE HALLWAY. MAINTAIN & PROTECT THE EXISTING WOOD CEILING. PREP TO PATCH IN AS REQUIRED AFTER ENLARGEMENT OF THE HALLWAY.
- D-8 REMOVE EXISTING PAINTED BASEBOARD & SHOEMOLD IN EVERY ROOM TYP.
- D-9 REMOVE 24" DOOR IN THE BEDROOM CLOSET, DOOR CASING & JAMB, PREP OPENING TO FILL IN. SAVE THE DOOR TO REINSTALL ON THE OPPOSITE WALL. CREATE A NEW ROUGH OPENING FOR THE DOOR TO OPEN ON THE OPPOSITE SIDE.
- D-10 REMOVE DOOR CASING, JAMBS, DOORS, ETC. PREP FOR NEW IMPACT RATED DOORS.
- D-11 REMOVE EXISTING HVAC SYSTEM, REMOVE FLOORING AND SUB-FLOOR, PREP FOR REPLACEMENT DUE TO DAMAGE. REMOVE FINISHES TO THE STUDS INSIDE THE MECH. CLOSET INCLUDING THE CEILING SO THAT THE ATTIC AREA CAN BE MADE ACCESSIBLE DURING THE CONSTRUCTION PROCESS.
- D-12 REMOVE AND DISPOSE OF THE SLIDING DOORS, PREP OPENING FOR NEW DOOR PER THE FLOOR PLAN.

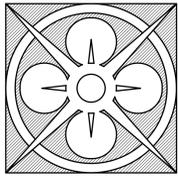
### DEMOLITION NOTES - EXTERIOR

- E-1 REMOVE ALL HURRICANE SHUTTER BRACKETS FROM THE WINDOWS & DOORS. DISPOSE OF BRACKETS. PATCH ALL HOLES IN THE STUCCO LEFT BY THE FASTENERS, PREP FOR PAINT. TYPICAL ALL CONDITIONS.
- E-2 REMOVE ALL EXIST. WINDOWS AND DOORS & PREP THE EXTERIOR R.O. & M.O. FOR NEW REPLACEMENT UNITS TYP.
- E-3 SCRAPE FAILING FINISH FROM THE CONC. SLAB ON THE REAR TERRACE. PREP FOR NEW FINISH.
- E-4 REMOVE CLAY TILE & SAVE FOR REUSE, REMOVE EXIST. KITCHEN DOOR CANOPY/HOOD. SAVE PARTS TO USE AS A TEMPLATE TO RE-CREATE THE FEATURES.
- E-5 REMOVE ALL ABANDONED UTILITY PIPES, CONDUITS, BOXES, ETC., PENETRATING AND/OR MOUNTED TO THE EXTERIOR & PREP TO PATCH FINISH.

### DEMOLITION GENERAL NOTES

1. PROVIDE & MAINTAIN SECURITY & WEATHER PROTECTION TO THE INTERIOR OF THE BUILDING THROUGHOUT THE PROJECT.
2. COVER WITH PROTECTION BOARD THE EXISTING WOOD FLOORS SCHEDULED TO REMAIN THROUGHOUT THE PROJECT.
3. PROTECT THE EXISTING WOOD CEILINGS & CROWN MOLDINGS SCHEDULED TO REMAIN. ALL WOOD CEILINGS & CROWN TO BE REMOVED SHALL BE SAVED FOR REUSE.
4. COVER & PROTECT THE TILE HEARTH & THE CUT STONE MANTLE AND FIREPLACE SURROUND THROUGHOUT THE PROJECT.
5. REMOVE AND SAVE FOR POTENTIAL REUSE ALL THE METAL FLOOR SUPPLY GRILLES.
6. CARE SHALL BE SUPPLIED TO THE AREA'S SCHEDULED TO HAVE THE PLASTER FINISHES REMOVED ON ONE SIDE OF THE WALL, SO AS NOT TO DISTURB/DAMAGE THE OTHER SIDE OF THE WALL FINISH SCHEDULED TO REMAIN.
7. MAINTAIN POWER, WATER & LIGHTS NECESSARY FOR WORK & NIGHT TIME SECURITY THROUGHOUT THE PROJECT.
8. PROVIDE BARRIERS, SIGNS AND/OR TAPE LINES TO DEFINE THE CONSTRUCTION AREA SURROUNDING THE PROJECT. PROVIDE BARRIERS AROUND THE TREES ON SITE.
9. PLACE DUMPSTER LOCATED ON THE STREET AND/OR PAVED AREAS ON PLYWOOD TO MINIMIZE DAMAGE.
10. DO NOT BLOCK ANY SIDEWALKS AND/OR PATHWAY SURROUNDING THE PROJECT, STORE ALL CONSTRUCTION MATERIALS INSIDE THE IDENTIFIED CONSTRUCTION AREA.

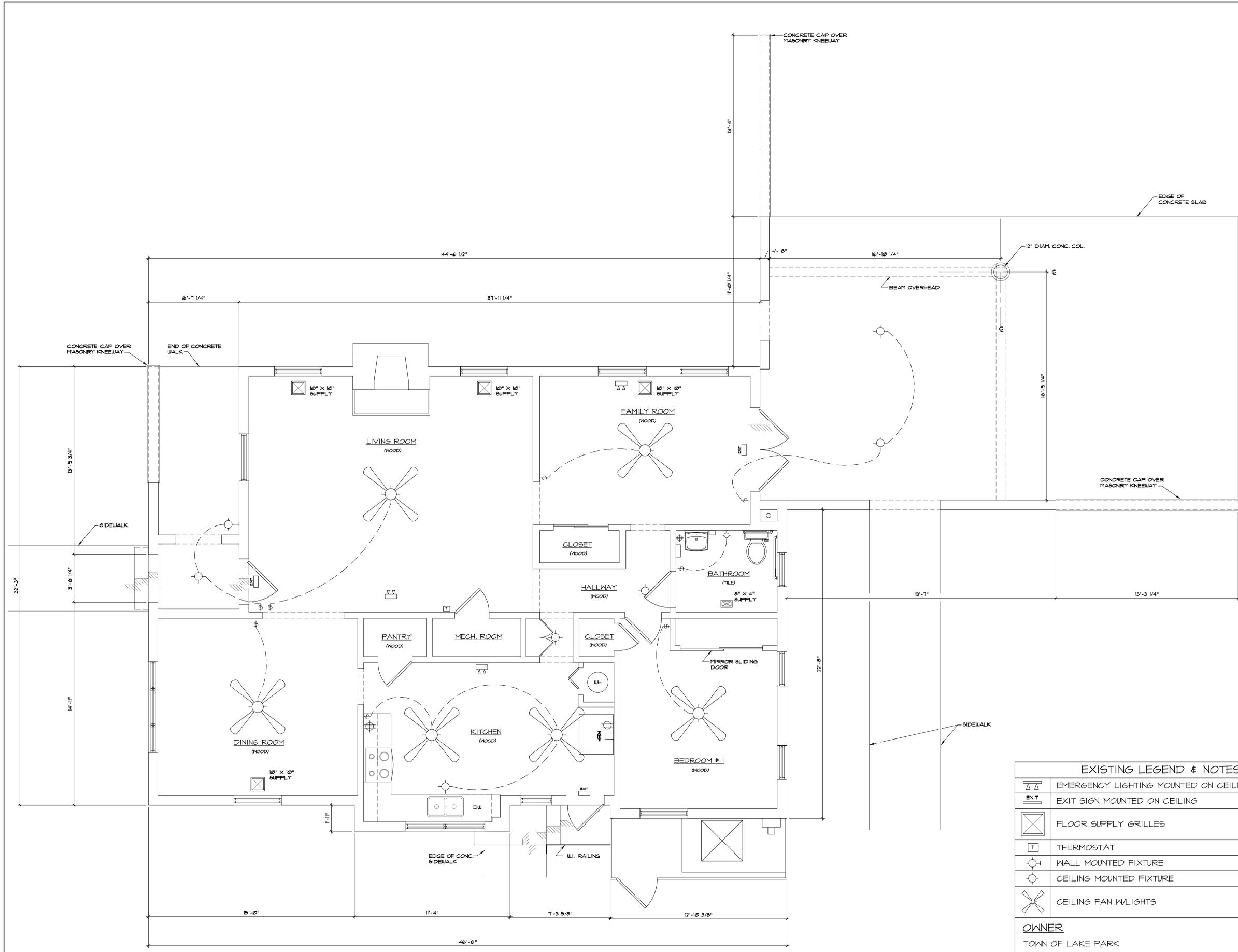
**DEMOLITION PLAN**  
 D-1.0 SCALE: 3/8" = 1'-0"



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EXISTING LEGEND & NOTES	
	EMERGENCY LIGHTING MOUNTED ON CEILING
	EXIT SIGN MOUNTED ON CEILING
	FLOOR SUPPLY GRILLES
	THERMOSTAT
	WALL MOUNTED FIXTURE
	CEILING MOUNTED FIXTURE
	CEILING FAN W/LIGHTS
<b>OWNER</b> TOWN OF LAKE PARK 535 PARK AVENUE, EST PALM BEACH FL, 33403-2603	

**EXISTING FLOOR PLAN**  
A-1.0 SCALE: 3/8" = 1'-0"  
SQUARE FOOTAGE - 1396 S.F. CONDITIONED

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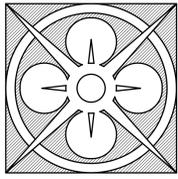
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Commission No.	
Date	02.13.26
Scale	As Noted
Drawn by	Lucia R. Lane
Checked by	Doug Lane
Sheet No.	of

Existing Floor Plan

**GENERAL NOTES**

1. ALL WORK MUST BE COMPLETED PER THE 2023 FBC AND PER THE SECRETARY OF INTERIORS STANDARDS U.N.O.
2. MAINTAIN SECURITY LIGHTING, ELECTRICAL POWER, AND WATER IN SUFFICIENT SUPPLY DURING CONSTRUCTION TO FACILITATE THE WORK.
3. REFER TO M.E.D. DRAWINGS FOR LIGHTING OUTLETS, SWITCH LOCATIONS, HVAC FLOOR SUPPLIES, ETC., U.N.O.
4. PROTECT THE EXISTING WOOD FLOORS & CEILINGS SCHEDULED TO REMAIN THROUGHOUT THE PROJECT.
5. ALL DISTURBED, ALTERED AND/OR DAMAGE TO THE WOOD FLOORS AND CEILINGS SCHEDULED TO REMAIN SHALL BE PATCHED, REPAIRED OR REPLACED TO MATCH.
6. ALL DIMENSIONS SHOWN ARE FOR CONVENIENCE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS SHOWN WITH THE ACTUAL SITE CONDITIONS. THIS INCLUDES WINDOW AND DOOR M.O. & R.O.



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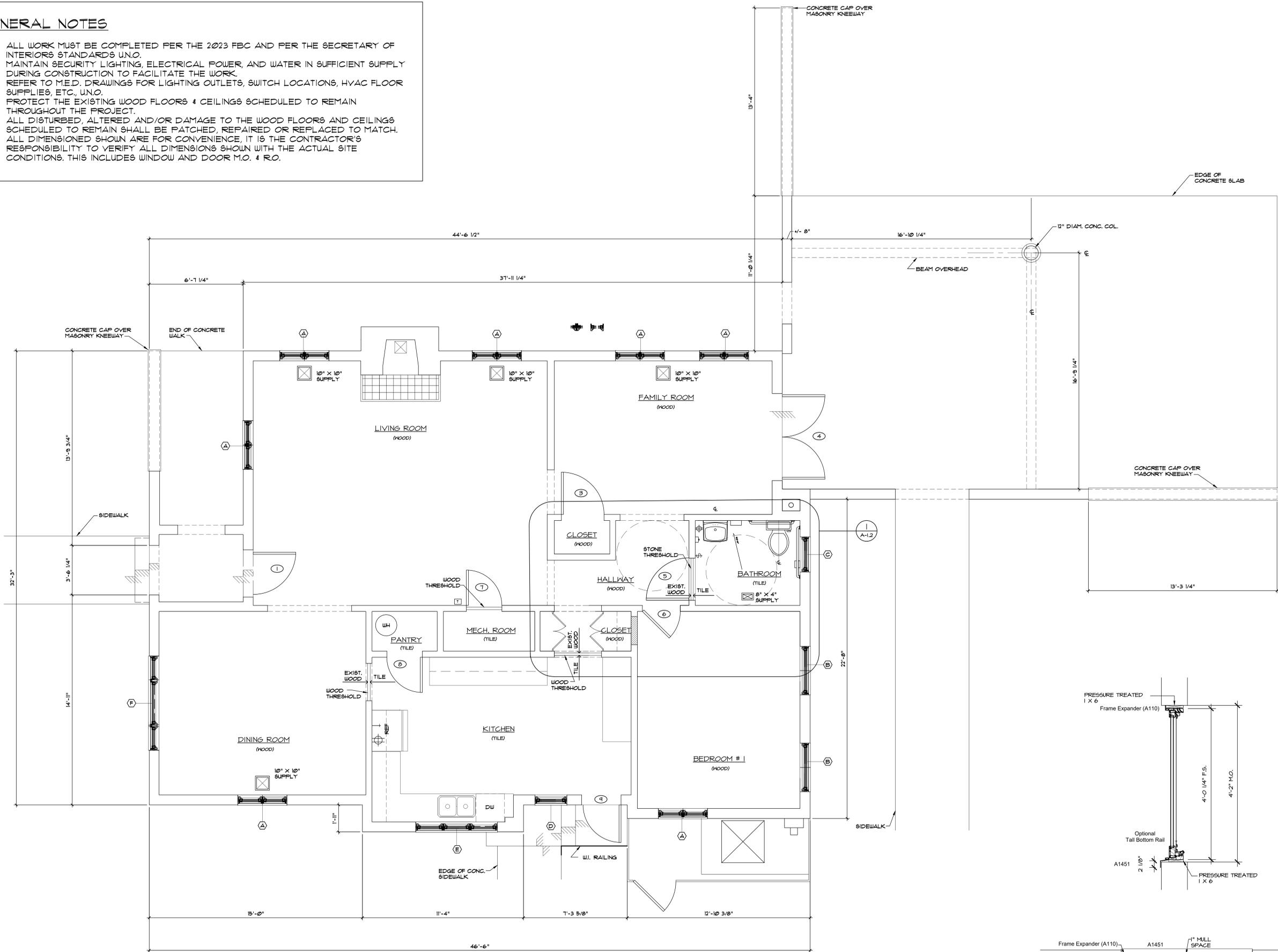
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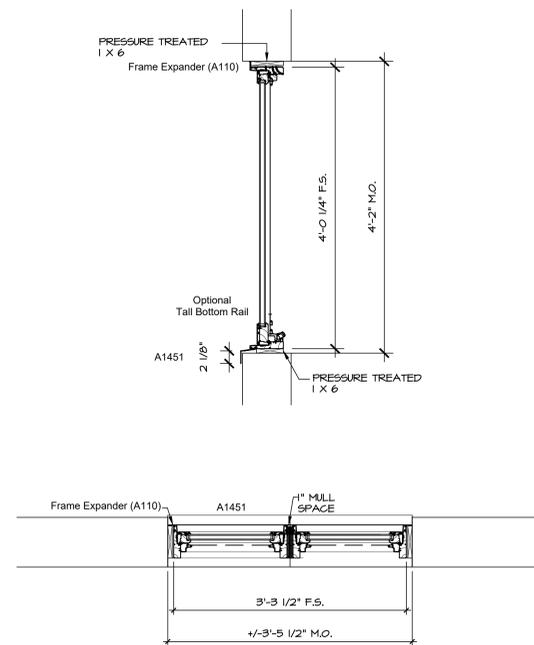
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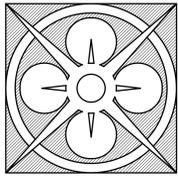
New Floor Plan

A-1.1



**NEW FLOOR PLAN**  
A-1.1 SCALE: 3/8" = 1'-0"





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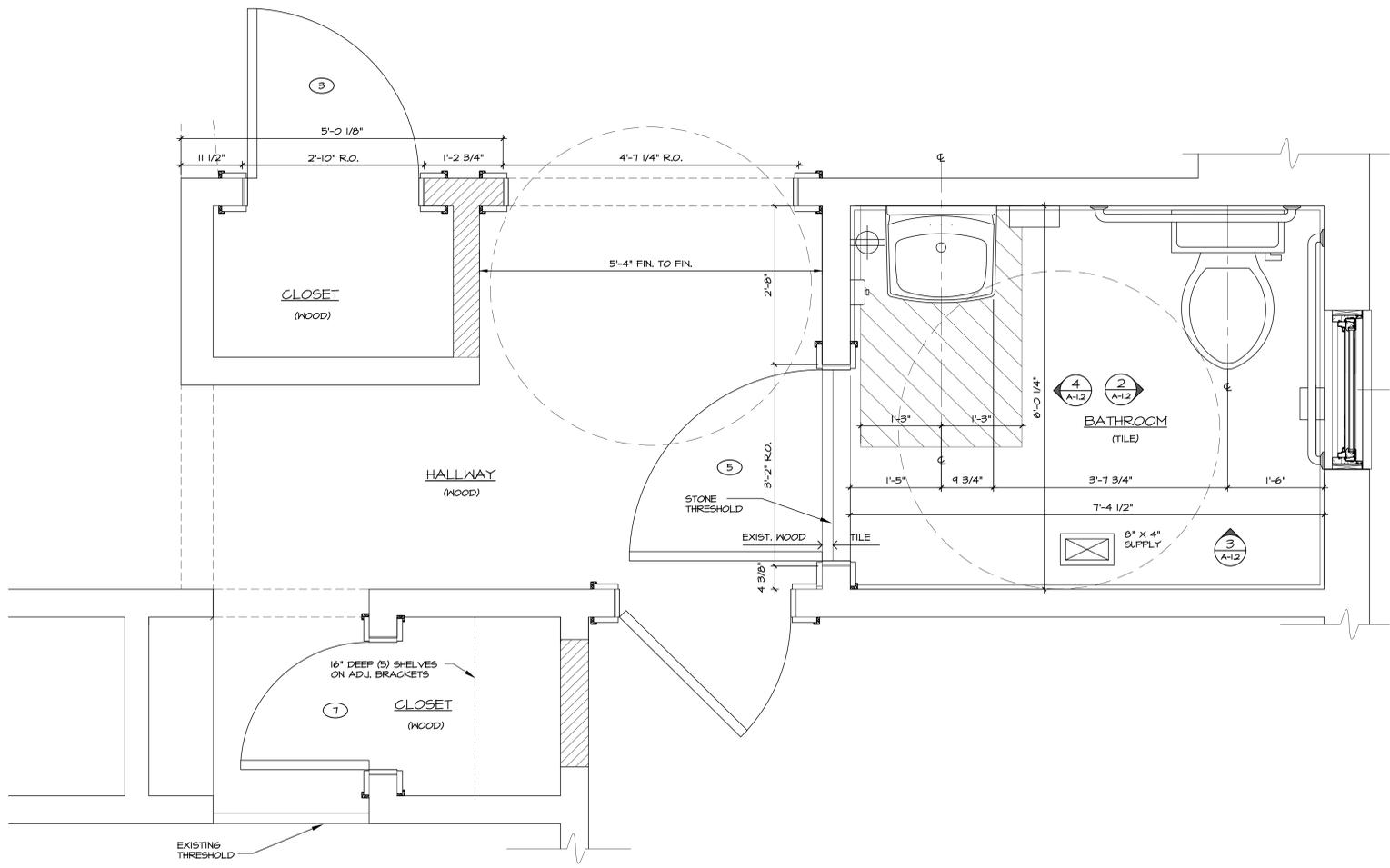
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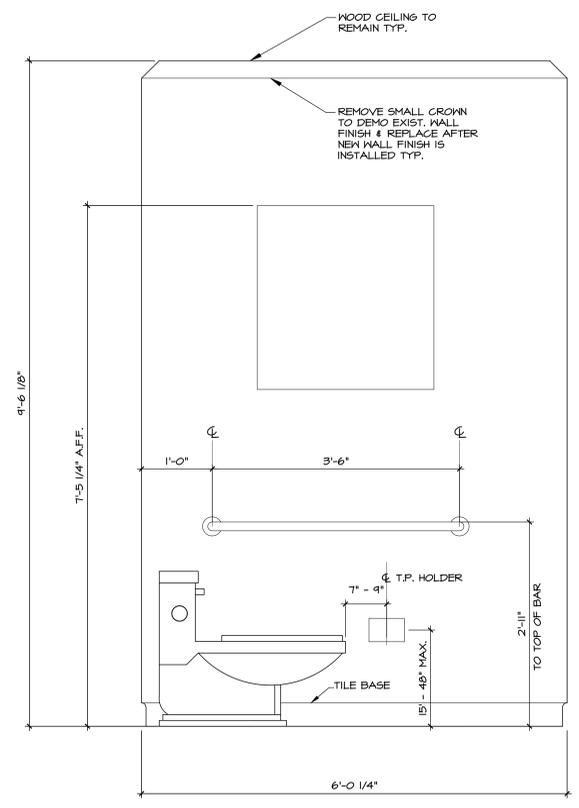
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Enlarged Bathroom Plan

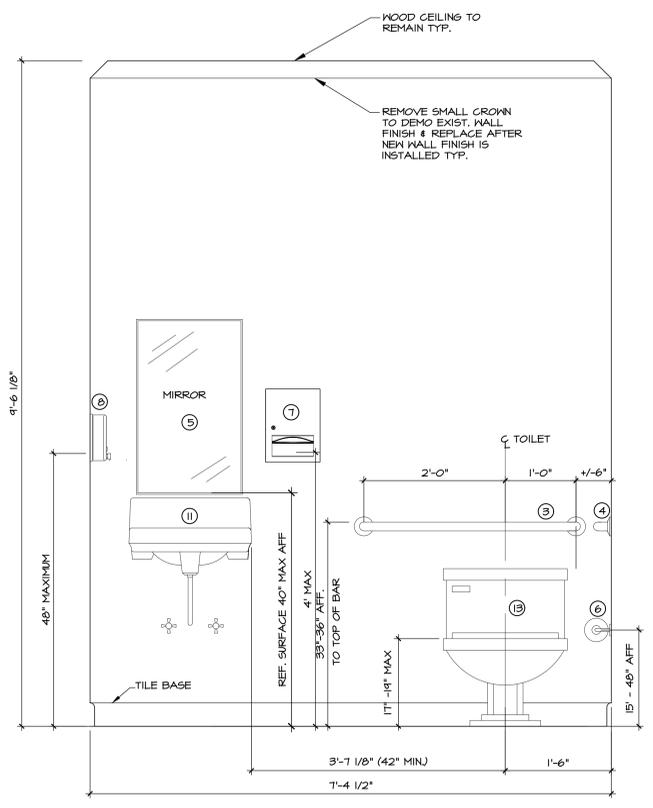
A-1.2



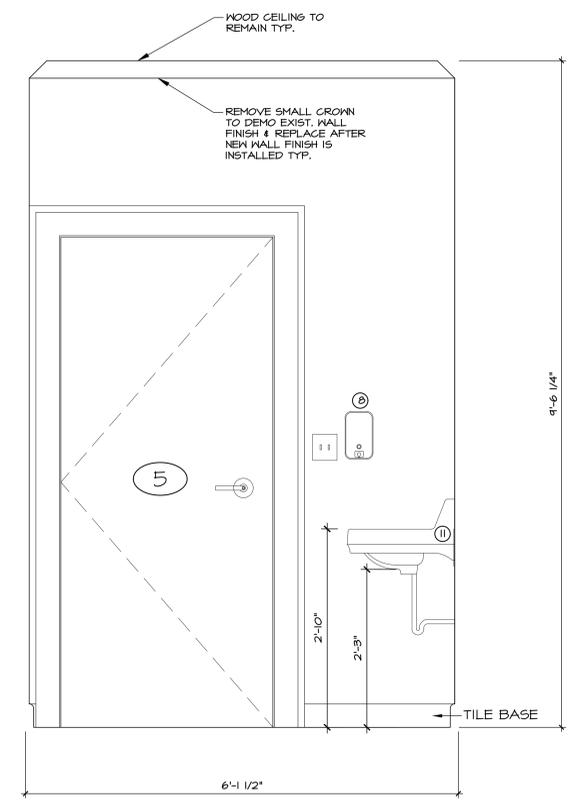
**1 ENLARGED BATHROOM PLAN**  
A-1.2 SCALE: 1" = 1'-0"



**2 EAST ELEVATIONS**  
A-1.2 SCALE: 1" = 1'-0"



**3 EAST ELEVATION**  
A-1.2 SCALE: 1" = 1'-0"



**4 WEST ELEVATION**  
A-1.2 SCALE: 1" = 1'-0"



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** March 4, 2026

**Originating Department:** Clerk

**Agenda Title:** Minutes of the February 18, 2026 Regular Commission Meeting

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Account Number:** \_\_\_\_\_      **Finance Signature:** \_\_\_\_\_

**Advertised:**

**Date:** NA      **Newspaper:** \_\_\_\_\_

**Attachments:** Minutes, Exhibit A, Comment Cards

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone

LW Not applicable in this case

**Recommended Motion:**

I move to approve the minutes of the February 18, 2026 Regular Commission Meeting.



# Lake Park Town Commission, Florida

## Regular Commission Meeting Minutes

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

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### CALL TO ORDER/ROLL CALL

6:33 P.M.

#### PRESENT

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

#### ABSENT

- Commissioner Judith Thomas

**PLEDGE OF ALLEGIANCE**

Mayor Michaud led the Pledge of Allegiance.

**APPROVAL OF AGENDA:**

Motion to approved the agenda with no changes made by Vice Mayor Hensley, Seconded by Commissioner Linden.

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

**SPECIAL PRESENTATION/REPORT:**

1. Proclamation - Florida Bicycle Month - March 2026

Ms. Kim Glas-Castro, former Vice Mayor of the Town was presented with the Proclamation because of her long-time involvement with bicycling events in the Town over the years including the Tour De Lake Park, of which she is the founder.

**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.*

-Michael Steinhauer provided comments via Exhibit A.

-Kelly Steele spoke highly of recent Palm Beach Sheriff's Office (PBSO) efforts to find a missing person.

-Michael O'Rourke spoke about a recent memo regarding potential sunshine law violations. He spoke about received threats made in conjunction with alleged sunshine law violations.

**CONSENT AGENDA:**

*All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and*

*considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.*

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

Motion to approved the consent agenda made by Vice Mayor Hensley, Seconded by Commissioner Linden.

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

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

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

**NEW BUSINESS:**

4. Resolution 14-02-26 - Agreement (Amendment) - Town Attorney - Jones Foster, P.A. Town Attorney Baird explained that the amendment is so that his litigation partners can charge up to \$500.00 per hour for defense against upcoming litigation with the Town and also for the Town initiated litigation against Sales at Sea for not meeting contractual obligations.

Commissioner O'Rourke asked for clarification on the proposed amendment because he had a previous version of the document. Town Manager Reade clarified the terms to be that the administrative legal fees would remain the same at \$300.00 per hour but the fee for complex litigation was being increased to a cap of \$500.00 per hour.

Motion to terminate the Town Attorney's contract made by Commissioner O'Rourke.

There was no second to the motion. Motion failed.

Motion to approve Resolution 14-02-26 made by Vice Mayor Hensley. Seconded by Commissioner Linden.

Commissioner O'Rourke stated that there is a conflict of interest in regards to the attorney's fees because he believes that the situation was manipulated so that the members of the dais would not make any waves. Commissioner O'Rourke expressed his upset because he believes that the Town Attorney has put them in jeopardy by failing in his legal duty to protect them.

Commissioner O'Rourke stated that the Town Attorney and the Town Manager are working together so that they will never be able to keep up with the lawsuit. He stated that to use the sunshine law as a tool against him and two other members of the dais is not an appropriate action for an attorney. Commissioner Linden spoke about the possible repercussions from the lawsuit. Town Attorney Baird advised the members of the Commission not to discuss this topic in public at this time because it is open, ongoing litigation and anything they say could put the Town in a more difficult position. Mayor Michaud stated that the conversation needs to stop.

Commissioner O'Rourke suggested tabling this item to a future meeting date. Vice Mayor Hensley stated that he would like to move forward and they have some litigation coming up that they will need legal representation for. The motion to approve Resolution 14-02-26 was re-stated by Vice Mayor Hensley for clarification purposes.

ROLL CALL VOTE;

Commissioner Linden voted yes

Vice Mayor Hensley voted yes

Mayor Michaud voted yes

Commissioner O'Rourke voted nay

Motion passed 3-1.

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

-Town Attorney Baird provided updates on current legal matters. He stated that his firm is reviewing and preparing a response regarding the lawsuit from Forest Development. He also stated that a lawsuit has been filed regarding alleged violations of the sunshine law against members of the Commission; Mayor Michaud, Commissioner O'Rourke and Commissioner Linden. He stated that there will eventually need to be attorney-client sessions to discuss both of these matters. Town Attorney Baird also gave an update on a legal matter regarding a possible breach of agreement by Sales at Sea. He stated that they had sent a letter to them requesting they comply with the agreement but the letter did not yield positive results so in order to have them comply, the Town would need to initiate a legal action against them.

Motion to move forward with legal action made by Vice Mayor Hensley. Marina Director Jason Tenney explained that the Marina is losing approximately \$7,500.00 per month because of this issue. Motion seconded by Commissioner Linden. Vice Mayor Hensley stated that he believes

that if they have to go to court to try to recover the \$7,500.00 per month they are losing because of this, then they should do that. Town Manager Reade provided a history explanation of the situation with the barge, floating docks and the reason why the Marina is losing money because of it.

Mayor Michaud and Town Attorney Baird clarified that the motion is to move forward with a lawsuit.

Voting Aye: Commissioner Linden, Vice Mayor Hensley, Mayor Michaud.

Voting Nay: Commissioner O'Rourke.

-Town Manager Reade spoke about unfair comments that were made and made suggestions to improve communication moving forward. He stressed the importance of unity. Town Manager Reade announced the Downtown Movie Night event on February 20<sup>th</sup> from 6-9pm and Sunset Celebration on February 27<sup>th</sup> from 6 – 9pm. Consensus was provided for two proclamations; Let's Move Palm Beach County and Harry S Kelsey. Special Events Director Riunite Franks provided an update on a possible Police Athletic League (PAL) coming to the Town and they are in the planning phase with PBSO. Mr. Kevin Leahy, General Construction Manager with Avalon Bay, provided the Commission with a construction update on the Avalon Bay project and anticipate completion in 2026.

-Commissioner O'Rourke stated that he is not sure he trusts the leadership in the Town and things that are going on in the Town. He spoke about revenue going down and legal expenses increasing since the Town Manager was hired. He spoke about two members of the dais being interested in other developers and that he feels the Town is in a bad place and does not believe lawsuits are the way to solve the problems and is deeply concerned that the Town is not going to be able to get itself out of the situation it's in. He stated that other members of the dais don't look deeper into things.

-Commissioner Linden spoke about people working and soliciting in the Town and developing clear guidelines on people soliciting or walking through people's yards without identification. He also spoke about the Town calendar having bad or missing information. Commissioner Linden asked about the Town Green. Special Events Director Riunite Franks stated that the Town does not pay rent for use of the space. Commissioner Linden asked if the three members on the dais who are mentioned in the Sunshine Law violation lawsuit were to resign from their

seats, would they then be excluded from the lawsuit. Town Attorney Baird stated that would be entirely up to the Plaintiff.

-Vice Mayor Hensley spoke about his love for the Town and he finds it offensive when people attack the Town. He spoke about the responsibility of the members on the dais to spend time each week communicating with the Town Attorney and the Town Manager. He spoke about all the positive things going on in the Town, specifically Downtown and does not believe the Town is going broke. Vice Mayor Hensley requested the March 18, 2026 Regular Commission Meeting be rescheduled due to conflicts with spring break. The Commission agreed and an alternate date will be selected after Commissioner Thomas is consulted. Vice Mayor Hensley stated that on March 7<sup>th</sup> at 5pm, there will be Bingo with the Vice Mayor with prizes, live music and snacks.

-Commissioner O'Rourke wanted to clarify that he has not spoken with any plaintiff against the Town.

-Commissioner Linden asked if they should attend the ribbon-cutting for Nautilus 220. Mayor Michaud, Commissioner O'Rourke and Vice Mayor Hensley stated they have will not be in attendance.

-Mayor Michaud spoke about the importance of unity and how they cannot let things divide them. He made a plea to all watching and everyone in the room to not let things divide us. He asked staff to not let this divide them either. He suggested moving the Town forward in the right, balanced way.

#### **REQUEST FOR FUTURE AGENDA ITEMS:**

Commissioner O'Rourke requested a future agenda item for a dog law ordinance. Town Manager Reade stated that it is in progress.

**ADJOURNMENT:**

Motion to adjourn made by Vice Mayor Hensley, Seconded by Commissioner Linden.  
Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Linden, Commissioner O'Rourke.

Meeting adjourned 8:28pm

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

\_\_\_\_\_  
Mayor Roger D. Michaud

Town Seal

\_\_\_\_\_  
Town Clerk, Vivian Mendez, MMC

\_\_\_\_\_  
Deputy Town Clerk, Laura Weidgans

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2026

Public Comment on **Decision Making Prior to Mayoral Election Results**

Michael Steinhauer, 435 Greenbriar Dr. pipestone1992@gmail.com 608-332-5547 Private Resident /  
Lake Park Society for the Advancement of Civic Engagement

Good evening Mr. Mayor and Commissioners,

I'm here tonight to respectfully urge you to pause consideration, votes, or forward movement on any major or highly contentious issues until after the Mayoral election on March 10.

In a representative democracy, public confidence in government decisions is just as important as the decisions themselves. When major actions are taken immediately before an election — especially those that could have long-term financial, development, or policy impacts — it can create the perception that the public is being denied a meaningful voice at a critical moment. Even if that is not the intent, perception matters. Trust matters.

Our community is about to choose its executive leadership. That choice may signal a shift — or a reaffirmation — of the policy direction residents want for our town. Moving forward now on issues that have the potential to divide the community, risks locking in decisions before voters have had the opportunity to express their will at the ballot box.

Waiting just a short period of time demonstrates respect for voters, respect for the democratic process, and respect for the stability of the decisions you make. It ensures that major actions are taken with the clearest possible mandate from the public and alongside the leadership that voters select to help guide those decisions.

This is not about delaying progress. It is about ensuring legitimacy, public buy-in, and long-term community confidence in the outcomes you approve.

I ask you to show restraint, demonstrate institutional patience, and allow the voters to speak first. After March 10, regardless of the outcome, you can move forward knowing your actions may align with the most current voice of the people you serve.

Thank you for your time and your service to our community.

Meeting Date 2/18/26

Item 3.

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

Name: Michael Steinhauer

Address: 435 Green Briars

If you are interested in receiving Town information through Email, please provide your E-mail address: pipstone1992@gmail

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

I would like to make comments on the following Non-Agenda Item(s):  
Decision Making Prior to Mayoral Election

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



Meeting Date 2/18/26

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

Name: Kelly Steele

Address: 301 Lake Shore Dr, #209

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

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

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

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

Meeting Date 7/18/26

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

Name: Michael O'Rourke  
Address: 535 Park Ave

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

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

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

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



# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** March 04, 2026

**Originating Department:** Public Works

Resolution 15-03-26 - Amendment #1 - Subrecipient Grant Agreement (No. MT130) - Community Development Block Grant Mitigation Program (CDBG-MIT) - Florida Department of Commerce - Southern

**Agenda Title:** Outfall Initiative Stormwater Improvement Projects

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cost of Item:** \$ 0.00      **Funding Source:** N/a

**Account Number:** 001-408-597      **Finance Signature:** Barbara A. Gould

**Advertised:**  
**Date:** N/a      **Newspaper:** \_\_\_\_\_

- Attachments:**
- 1) Resolution No. \_\_\_\_\_ (Attachment 1)
  - 2) Amendment One to the Federally Funded CDBG-MIT Subrecipient Agreement, Agreement No. MT130 (Attachment 2)
  - 3) Town Request Letter to the Florida Department of Commerce dated October 03, 2025 (Attachment 3)

**Please initial one:**

\_\_\_\_\_ Yes, I have notified everyone.

X \_\_\_\_\_ Not applicable in this case

**Summary Explanation/Background:**

On February 17, 2019, the Town Commission authorized an update to the Town’s Stormwater Master Plan and the updated plan was adopted on July 21, 2021 (Resolution 40-07-21). The updated plan included research and hydrologic-hydraulic modeling that identified stormwater infrastructure structural condition concerns and capacity limitations within the Town’s stormwater system and infrastructure.

At this time, it was recommended to implement low-impact green infrastructure to mitigate current and future drainage impacts associated with climate change and sea-level rise while also improving the stormwater system’s overall performance.

As a result, the Town was awarded a Community Development Block Grant Mitigation Program grant (CDBG-MIT) by the Florida Department of Commerce in the amount of \$11,067,635 to support the Town's Southern Outfall Initiative Stormwater Improvement Projects, which included four (4) projects:

- 1) Southern Outfall Pipe Replacement
- 2) Bert Bostrom Green Infrastructure Improvement Project
- 3) Cured In Place Pipe Lining
- 4) 10th Street Green Road and Green Infrastructure Improvement Project

At this time, three (3) of the four (4) projects have been completed and the remaining project, 10th Street Green Road and Green Infrastructure Improvement Project, is currently being designed.

However, due to the increased cost to complete the project's design and construction, the Town submitted a request to the Florida Department of Commerce to provide the Town with additional grant funding and extend the time to complete the remaining project. As a result, Florida Department of Commerce has approved this request (Amendment #1 to the current Subrecipient Agreement - No. MT130) and has awarded the Town with an additional \$1,700,000 to complete the remaining project as well as an extension to complete the project (September 26, 2027).

Thus, if approved by the Town Commission, Amendment #1 would increase the total grant award for the Town's Southern Outfall Initiative Stormwater Improvement Projects to \$12,767,635.

The proposed Amendment #1 was prepared by the Florida Department of Commerce and reviewed by the Town's Grant Writer/Chief Public Information Officer, the Public Works Director, the Project Manager - Capital Projects, the Finance Director and the Town Attorney.

**Recommendation:**

I move to adopt Resolution 15-03-26 amending (Amendment #1) the Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Grant Agreement (No. MT130) with the Florida Department of Commerce to support the increased costs associated with the Town's Southern Outfall Initiative Stormwater Improvement Projects; authorize the Mayor to execute the proposed Amendment to the Agreement.

**RESOLUTION NO. 15-03-26**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT ONE TO THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG) SUBRECIPIENT AGREEMENT (AGREEMENT NO. MT130) WITH THE FLORIDA DEPARTMENT OF COMMERCE, PROVIDING FOR ADDITIONAL GRANT FUNDING AND A PERFORMANCE PERIOD EXTENSION FOR THE SOUTHERN OUTFALL INITIATIVE STORMWATER IMPROVEMENT PROJECTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (Town) is a municipal corporation of the State of Florida, with the powers and authority conferred by the Florida Constitution and Chapter 166, Florida Statutes, and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies and other entities to carry out municipal purposes; and

**WHEREAS**, the Town applied for and was awarded Community Development Block Grant Mitigation Program funding administered by the Florida Department of Commerce, in the amount of **\$11,067,635.00**, to support stormwater infrastructure improvement projects known collectively as the Southern Outfall Initiative; and

**WHEREAS**, the Town determined that additional funding and additional performance time are required to complete the remaining elements of the Southern Outfall Initiative, and the Town submitted a request to the Florida Department of Commerce for additional grant funding in the amount of **\$1,700,000.00** and a performance period extension of one (1) year; and

**WHEREAS**, the Florida Department of Commerce accepted the Town's request and issued Amendment One to the Federally Funded Community Development Block Grant Mitigation Program Subrecipient Agreement, Agreement No. MT130, which extends the agreement end date to **September 26, 2027**, and amends the total agreement amount to **\$12,767,635.00**; and

**WHEREAS**, the Town Manager has recommended that it is in the best interest of the Town to execute Amendment One, and

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

**Section 1.** Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2.** Authorization. The Mayor is hereby authorized and directed to execute Amendment One to the Federally Funded Community Development Block Grant Mitigation Program Subrecipient Agreement, Agreement No. MT130, in substantially the form attached, and to take such further actions as may be reasonably necessary to carry out the intent of this Resolution.

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

**AMENDMENT ONE  
TO THE FEDERALLY FUNDED  
COMMUNITY DEVELOPMENT BLOCK GRANT  
MITIGATION PROGRAM (CDBG-MIT)  
SUBRECIPIENT AGREEMENT**

On **September 27, 2022**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Department of Economic Opportunity, and the **Town of Lake Park, Florida** (“Subrecipient”) entered into agreement **MT130** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties.”

**WHEREAS**, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

**WHEREAS** the Parties wish to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as appropriate.
2. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

**(3) Period of Agreement.** This Agreement begins September 27, 2022, (the “Effective Date”) and ends September 26, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce’s Deputy Secretary of the Division of Community Development approves such.
3. **Section 7(a), Audit Requirements**, is hereby deleted in its entirety and replaced with the following:

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars (\$1,000,000) or more in Federal awards from all sources during its fiscal year.
4. **Section 15, Citizen Complaints**, is hereby deleted in its entirety and replaced with the following:

**Citizen Complaints.** The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

#### Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at [CDBG-DR@commerce.fl.gov](mailto:CDBG-DR@commerce.fl.gov) or by mail to the following address:

Attention: Office of Long-Term Resiliency  
Florida Department of Commerce  
107 East Madison Street  
The Caldwell Building, MSC 160  
Tallahassee, Florida 32399

#### HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development  
Charles E. Bennet Federal Building  
400 West Bay Street, Suite 1015  
Jacksonville, FL 32202

#### Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

5. **Section 21(a), Funding/Consideration**, is hereby deleted in its entirety and replaced with the following:

(a) The funding for the Agreement shall not exceed **Twelve Million, Seven Hundred Sixty-Seven Thousand, Six Hundred Thirty-Five Dollars and Zero Cents (\$12,767,635.00)** subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modifications in accordance with Chapter 216, F.S. or the Florida Constitution.

6. **Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:

**(28) Employment Eligibility Verification**

- A.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- B.** In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
- (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- C.** If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

7. **Attachment A, Project Description and Deliverables**, is hereby deleted in its entirety and replaced with the attached revised Attachment A.

8. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:

3. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

9. **Attachment G, Reports, Section 6**, is hereby deleted in its entirety and replaced with the following:

6. Section 3 Quarterly Reporting Requirements. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR

§75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.

10. This Agreement is hereby amended to add the following:

**(32) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

**(33) FOREIGN INFLUENCE**

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

**(34) HUMAN TRAFFICKING**

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

11. Attachment I, Audit Requirements, is hereby deleted in its entirety and replaced with the attached Attachment I – Audit Requirements.
12. Exhibit 1 to Attachment I, Funding Sources, is hereby deleted in its entirety and replaced with the attached Exhibit 1 to Attachment I, Funding Sources.
13. Attachment J, Audit Compliance Certification, is hereby deleted in its entirety and replaced with the attached Attachment J- Audit Compliance Certification.

Commerce Agreement Number: MT130

14. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

**~ Remainder Left Intentionally Blank ~**

Commerce Agreement Number: MT130

**IN WITNESS HEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **MT130**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

<b>TOWN OF LAKE PARK, FLORIDA</b>	<b>FLORIDA DEPARTMENT OF COMMERCE</b>
SIGNED:	SIGNED:
<b>ROGER D. MICHAUD</b>	<b>J. ALEX KELLY</b>
<b>MAYOR</b>	<b>SECRETARY</b>
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE**

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_

## Attachment A – Scope of Work

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### 1. PROGRAM DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Commerce (Commerce) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

Commerce has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program (GIP)**. Projects eligible for, but not limited to, funding under this program are infrastructure investments related to the following:

- Restoration of critical infrastructure
- Re-nourishment of protective coastal dune systems and state beaches
- Building or fortifying buildings that are essential to the health, safety and welfare of a community
- Rehabilitation or construction of stormwater management systems
- Improvements to drainage facilities
- Reconstruction of lift stations and sewage treatment plants
- Road repair and improvement and bridge strengthening

### 2. PROJECT DESCRIPTION:

The Town of Lake Park has been awarded Twelve Million, Seven Hundred Sixty-Seven Thousand, Six Hundred Thirty-Five Dollars and Zero Cents (\$12,767,635.00) in CDBG-MIT (Community Development Block Grant-Mitigation) funding for mitigation efforts to retrofit the existing Southern Outfall consisting of a four-phase project designed to replace or enhance significant segments of the Town of Lake Park's underground storm-water infrastructure. The infrastructure has reduced capacity and has largely exceeded its service-life. This project will satisfy the Urgent Need National Objective by providing relief to a system responsible addressing the storm-water drainage requirements of forty-eight percent of the town's 930-acre area. The existing Southern Outfall drains 446 acres (30.3%) of the town's area and discharges untreated runoff toward the Lake Worth Lagoon, an impaired waterbody in the EPA's 303d list. This project will also address the current recurring risk of flooding of the upper and middle areas of the watershed characterized by residential neighborhoods of low-to-moderate income population. Lake Park is composed of residential areas on the town's eastern boundary and an industrial area to the west along 10<sup>th</sup> Street and Dixie Highway. It is located on the southeast coast of Florida in Palm Beach County. The town is bordered on the east by the Intracoastal Waterway. Palm Beach Gardens lies to the west, Rivera Beach is to the South, and the Village of North Palm Beach to the North. The Town of Lake Park is a minority majority community that, according to the US Census, has an average per capita income of \$23,162 and a 15.6% poverty rate. Both have significant difference compared to the state's average of \$34,103 income and 10.5% poverty rate. The Town of Lake Park has leveraged \$415,842.64 for this project for a total cost of \$13,183,477.64.

### 3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the below items to Commerce within thirty (30) calendar days of execution of the

agreement:

1. Organizational chart with contact information.
2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions on the monthly report deadline.
3. Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
4. Attachment C, Activity Work Plan – Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
  - a. Procurement policies and procedures that incorporate 2 CFR 200.317-327.
  - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDGB-MIT and Commerce policies.
  - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD IOG Fraud Hotline (phone: 1-800-347-3735 or email [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
- C. Attend fraud related training offered by HUD IOG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives, upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Mitigation Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- J. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

#### 4. ELIGIBLE TASKS AND DELIVERABLES:

##### A. Deliverable 1 – Engineering Services

Subrecipient shall:

1. Create a full design package(s), signed, and sealed by a Professional Engineer (PE) licensed in the

State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.

2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.

**B. Deliverable 2 – Construction**

Subrecipient shall hire Florida licensed contractor to:

1. For the Southern Outfall Replacement; Project mobilization, material procurement, existing utility identification, MOT, NPDES protection, bonds, and insurance. Demolish and remove existing bridge structure, remedy existing conflict utilities, excavation and removal of 1200 Ln Ft of existing 72” CAP and replace with new concrete storm-drainage piping including modifications to existing outfall site remediation, parking lot reconstruction, landscape and irrigation.
2. For the Bert Bostrom Infrastructure Improvements; Project Mobilization, material procurement, existing utility identification, MOT, NPDES Protection, bonds, and insurance. Demo & remove existing sidewalks / driveways / etc. in preparation for installation of new storm-water pipe and storm-water storage baffle chambers. Removal of existing storm-water piping and installation of over 2600 Ln Ft new 42” HP PP storm-water pipe. and the installation of over 2500 Storm Tech Subsurface Stormwater storage chambers, Site remediation, existing asphalt patching, final swale construction, landscape & irrigation.
3. For the 10th Street Green Infrastructure Improvements; Project Mobilization, material procurement, existing utility identification, MOT, NPDES Protection, bonds, and insurance. Demolition of existing elements in the existing right-of-way (ROW) including existing concrete and grassed areas. Construct new Micro Bio-Retention Swales, including Storm Tech Subsurface storage chambers, sidewalks, decorative paver-brick crosswalks & accent islands, new asphalt pavement overlay, new striping, symbols, and signage.
4. Cured In-Place Pipe Lining (CIPP); Solicit bid pricing for the CIPP repair/remediation of approximately 1500 lineal feet of underground storm-water drainage pipe; pipe sizes include, but are not limited to 12”, 15”, 18”, 24” 36” and 54”. Work for this scope item also includes solicit bid pricing / select qualified contractor / perform CIPP work. Provide labor, materials, and equipment to perform a CCTV video inspection of all completed CIPP work to verify work quality and conformance with specifications.

**5. DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Engineering Services		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation activities as identified in Section 4.A. of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.A of this Scope of Work, evidenced by submittal of the following documentation: 1) Engineering design, working drawings and associated cost estimates. 2)Copies of all required permits;	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

	and 3) Invoice package in accordance with Section 7 of this Scope of Work.	
<b>Deliverable No. 1 Cost: \$661,157.25</b>		
<b>Deliverable No. 2 – Construction</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Subrecipient shall complete task as detailed in Section 4.B. of this Scope of Work	Subrecipient may request reimbursement of construction activities in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
<b>Deliverable No. 2 Cost: \$12,106,477.75</b>		
<b>TOTAL PROJECT COST NOT TO EXCEED \$12,767,635.00</b>		

**COST SHIFTING:** The deliverable amounts specified within the Eligible Tasks and Deliverables section 5 tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce’s Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **Modification** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

**6. COMMERCE RESPONSIBILITIES:**

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient’s invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Subrecipient.

**7. INVOICE SUBMITTAL:**

Commerce shall reimburse the Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (21) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from

Commerce Agreement Number: MT130

obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
  2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete and applicable to your program
  4. Photographs of the project in progress and completed work;
  5. A copy of all supporting documentation for vendor payments; and
  6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

**Attachment I – Audit Requirements**

The administration of resources awarded by Commerce to the Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Commerce staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS****PART I: FEDERALLY FUNDED**

This part is applicable if the Subrecipient is a State or local government, or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit Sub-subrecipients that expend \$1,000,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

## **PART II: STATE FUNDED**

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

## **PART III: OTHER AUDIT REQUIREMENTS**

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
  - A. Florida Department of Commerce  
Financial Monitoring and Accountability (FMA)  
The copy submitted to the FMA section should be sent via email to: [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov)
  - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>
2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:
  - A. Commerce at the following address:  
  
Electronic copies: [Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)
  - B. The Auditor General's Office at the following address:  
  
Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450  
  
Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)
4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce.

**Exhibit 1 to Attachment I – Funding Sources**

**Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:**

**Federal Awarding Agency:** U.S. Department of Housing and Urban Development  
**Federal Funds Obligated to Subrecipient:** \$12,767,635.00  
**Assistance Listing Numbers Title:** Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii  
**Assistance Listing Numbers:** 14.228

**Project Description:**

*This is not a research and development award.*

The **Town of Lake Park** has been awarded \$12,767,635.00 for mitigation efforts to retrofit the existing Southern Outfall consisting of a four-phase project designed to replace or enhance significant segments of the underground storm-water infrastructure.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

**Federal Program**

1. The Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

**State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A**

**Matching Resources for Federal Programs: N/A**

**Subject to Section 215.97, Florida Statutes: N/A**

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**

N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

**Attachment J - Audit Compliance Certification**

<p><b>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to <a href="mailto:audit@commerce.fl.gov">audit@commerce.fl.gov</a>.</b></p>	
<p>Subrecipient:</p>	
<p>FEIN:</p>	<p>Subrecipient's Fiscal Year:</p>
<p>Contact Name:</p>	<p>Contact's Phone:</p>
<p>Contact's Email:</p>	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Florida Department of Commerce (Commerce)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</b></p>	
<p><b>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</b></p>	
<p>_____</p>	
<p>Signature of Authorized Representative</p>	<p>Date</p>
<p>_____</p>	<p>_____</p>
<p>Printed Name of Authorized Representative</p>	<p>Title of Authorized Representative</p>



Public Works  
Department

October 03, 2025

Ms. Sunny Newman  
Grant Manager  
Office of Long-Term Resiliency  
Florida Department of Commerce

**RE: GRANT # MT130**

**1) REQUEST FOR ADDITIONAL GRANT FUNDING FOR  
CONSTRUCTION ACTIVITIES**

**and**

**2) REQUEST FOR PERFORMANCE PERIOD TIME EXTENSION**

Ms. Newman,

Please allow this letter to serve as our formal Request for a Performance Period Time Extension and a Request for Additional Grant Funding for our on-going MT 130 storm-water mitigation construction activities.

**REQUEST FOR ADDITIONAL GRANT FUNDING:**

**Additional Grant Funding Justification:**

Due to significant and un-anticipated increases in project construction costs, we are gratefully **requesting a grant funding increase adjustment of \$1,700,000.00.**

Our mitigation improvement projects have experienced escalations in construction bid pricing that is substantially in excess of our programed construction budgets. This higher bid pricing on earlier mitigation projects has impacted the funding remaining available for the construction of the final project; the 10<sup>th</sup> Street Green Infrastructure Improvements.

We are requesting additional mitigation grant funding to provide the Town with needed construction funding to complete the final project of our Southern Outfall Storm-Water Mitigation Initiatives.

Our Budgeted and Actual Construction Cost Expenditures are as follows:

Total Grant Funding Construction Budget: (Attachment C)	\$10,296,597.75
<b>Actual</b> Cost Construction Budget (See Attached Cost Analysis)	<u>\$12,045,320.39</u>
<b>Funding Shortfall:</b>	<b>(\$1,748,722.64)</b>
<b>Additional Grant Funding Request</b>	<b>\$ 1,700,000.00</b>
Proposed Town Match	<u>\$ 48,722.64</u>
<b>Total Additional Construction Funding Needed</b>	<b>\$ 1,748,722.64</b>

650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

www.lakeparkflorida.gov



Public Works  
Department

**REQUEST FOR TIME EXTENSION:**

**Project Status Overview:**

Our MT 130 Grant funded project consists of four (4) separate mitigation projects encompassing both design and construction work efforts. The projects are:

- |  |             |
|--|-------------|
| 1) Southern Outfall Pipe Replacement                         | Complete    |
| 2) Bert Bostrom Green Infrastructure                         | Complete    |
| 3) Cured In-Place Pipe Lining of Existing Stormwater Pipe    | Complete    |
| 4) 10 <sup>th</sup> Street Green Infrastructure Improvements | In-Progress |

**Time Extension Justification:**

The justification of our time extension request is a result of the time demands and scheduling impacts associated with implementation of four (4) separate mitigation projects.

Project procurement, MIT Team approvals, Town Commission approvals and the project design & construction work efforts have all directly affected our work schedule and influenced our allotted performance period time.

We have completed the Design and Construction of three of the four projects, however we anticipate a need for additional time to complete the Design and Construction of the fourth and final grant project, “the 10<sup>th</sup> Street Road and Green Infrastructure Improvement project”; therefore, we are **requesting a Performance Time Extension of 7 months.**

Our schedule is to complete the final design work for the 10<sup>th</sup> Street project by June of 2026 and complete construction by September 2027.

Our current Grant Agreement effective dates are as follows:

- |                           |                       |                    |
|---------------------------|-----------------------|--------------------|
| Contract Agreement Dates: | Effective Start Date: | September 27, 2022 |
|                           | Effective End Date:   | September 27, 2026 |

Based on a seven (7) month extension the revised performance end date will be:

**Requested Extended Effective End Date: APRIL 27, 2027**

This additional performance time will allow the Town to complete the project to the highest standards without compromising quality, safety or compliance.

**FINAL COMMENT:**

First, let me express our appreciation for the Grant funding you have provided the Town of Lake Park. You can be assured that we are busy putting it to work for our residents.

As previously mentioned, **we are constructing four (4) separate storm-water improvement projects** with the funding you have provided. We have completed three (3) of the four projects and are actively moving forward with the fourth project.

Our work progress is reflected in our invoice applications to Florida Commerce.

To date we have processed reimbursements of \$5,792,439.00. We look to bill another \$1,000,000.00 in this month of October.

**That’s \$6,800,000.00 invoiced; nearly 60% of our Grant Budget by the end of 4<sup>th</sup> Quarter 2025.**

650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

www.lakeparkflorida.gov



Public Works  
Department

As we work through our final project, we remain committed to maintaining transparent communication and a diligent and professional work effort.

We thank you for your consideration of our **“Request for a Performance Period Time Extension”** and our **“Request for Additional Grant Funding for Construction Activities”**.

Please feel free to contact me should you need any additional information and/or documentation related to our requests.

Respectfully,



**John Wille**  
Capital Projects  
**Phone :** (561) 881-3345, Ext. 647  
**Email :** [jwille@lakeparkflorida.gov](mailto:jwille@lakeparkflorida.gov)

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# Town of Lake Park Town Commission

## Agenda Request Form

**Meeting Date:** March 4, 2026

**Originating Department:** Town Clerk

**Agenda Title:** Resolution 16-03-26 - Cancel Regular Commission Meeting - March 18, 2026 and Reschedule Meeting to March 25, 2026

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

**Approved by Town Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Account Number:** \_\_\_\_\_ **Finance Signature:** \_\_\_\_\_

**Advertised:** \_\_\_\_\_

**Date:** N/A **Newspaper:** \_\_\_\_\_

**Attachments:** Resolution

**Please initial one:**

\_\_\_\_\_ Yes I have notified everyone

LW Not applicable in this case

**Summary Explanation/Background:**

In accordance with the Town of Lake Park’s Town Code of Ordinances, the Town Commission’s Regular Meetings are scheduled to be held on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of the month (Town Code – Section 2-51 – Schedule.).

However, the Town Commission has provided consensus to cancel the Regular Town Commission Meeting scheduled for March 18, 2026 due to member/s of the Town Commission not being able to attend the meeting and to reschedule the meeting for March 25, 2026.

The Town’s Code provides the following:

Sec. 2-51. - Schedule. – All meetings of the town commission shall be scheduled as follows:

- (1) Regular meetings of the town commission shall be conducted on the first and third Wednesdays of each month commencing at 6:30 p.m.
- (6) The town commission may, by resolution adopted at any regular meeting, cancel or reschedule any subsequent regular meeting.

**Recommended Motion:**

I move to approve Resolution 16-03-26 to cancel the Regular Town Commission Meeting scheduled for March 18, 2026 and reschedule the Meeting for March 25, 2026, beginning at 6:30 p.m.

**RESOLUTION 16-03-26****A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RESCHEDULING THE SECOND REGULAR SCHEDULED MEETING FOR THE MONTH OF MARCH 2026 FROM MARCH 18, 2026 TO MARCH 25, 2026; 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**, Section 2-51(6) of the Lake Park Code of Ordinances requires a resolution to cancel or reschedule a regular meeting; and

**WHEREAS**, the Town Commission has voiced a desire to reschedule the second regularly scheduled Commission Meeting in March 2026 to March 25, 2026; and

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

**Section 1.** The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are incorporated herein.

**Section 2.** The regular scheduled meeting for March 18, 2026 is hereby rescheduled to March 25, 2026

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



If the Town chooses to proceed with this beautification project (which will be similar to segments of the corridor within other neighboring communities), the Town would be required to enter into an interlocal agreement with the FDOT that would require the Town to assume full responsibility of all future landscape and irrigation operations and maintenance costs within this section of the US Highway 1 corridor [beginning approximately two (2) years after project completion upon expiration of the contractor's warranty period].

Proposed FDOT Landscaping Plan Options that are requested to be considered by the Town Commission:

- a) Median 1 - approximately 196 feet, focal median with the key landscaping species proposed to include Medjool Date Palm, Solitaire Palm, and ground-layer plantings (i.e., Muhly Grass, etc.)
- b) Median 2 - approximately 794 feet, primary corridor median with the key species proposed to include Live Oak and Crape Myrtle, various species of palm trees (i.e., Sabal Palm, Thatch Palm, Scheffer's Palm, Montgomery Palm, Blue Latan, Solitaire Palm, etc.), and ground-layer plantings (i.e., Parsons Juniper, Horizontal Cocoplum, Green Island Ficus, Muhly Grass, Coontie Shrubs, Firebush, Variegated Schefflera, etc.) with accents (i.e., Song of India and Queen Emma Crinum Lily)
- c) Median 3 - approximately 823 feet, secondary corridor accent with key species proposed to include Crape Myrtle, Sabal Palm, Blue Latan, Solitaire Palm, Montgomery Palm, and European Fan Palm, and ground-layering plantings and low shrubs (i.e., Muhly Grass, etc.)

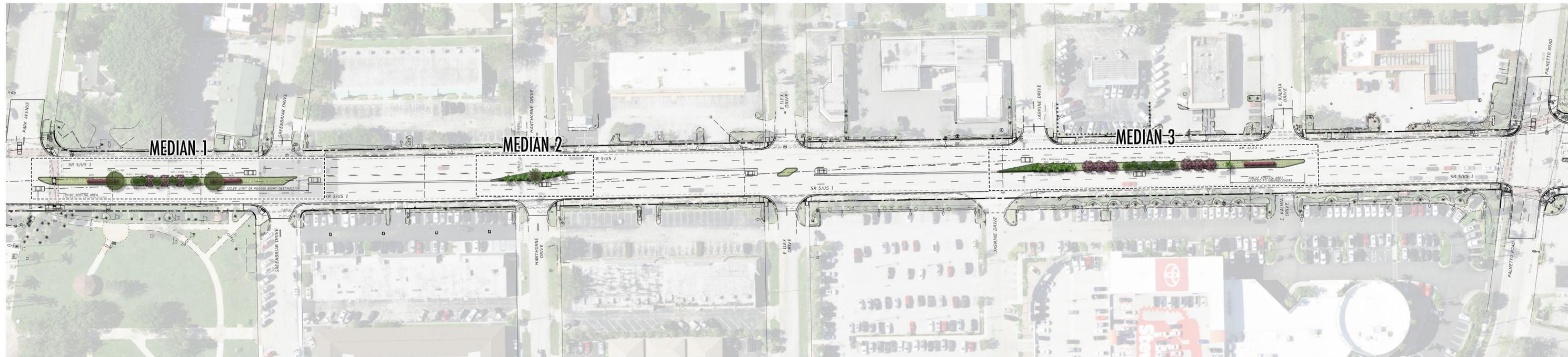
The FDOT has estimated that the annual maintenance expenditures (at this time) to support the proposed landscaping plan may be \$17,060 to \$31,200 per year, depending on the direction of the Town Commission.

Note: The FDOT's estimated annual maintenance costs presented are planning-level, order-of-magnitude estimates prepared for budgeting and policy guidance purposes only. These estimates are based on the current concept layout and assumed maintenance activities, including irrigation operations and repairs, routine horticultural care, cyclical pruning, mulching and fertilization, plant replacement allowances, and inspection and documentation. Actual annual maintenance costs will be subject to final scope definition, the interlocal agreement maintenance performance requirements, site conditions, and prevailing market conditions at the time of procurement. Final costs will be established through competitive solicitation under the Town's procurement.

Damaris Williams, FDOT-Project Manager, and Aaron Wilbur, Landscape Architect, will be in attendance to provide a presentation on each of the two (2) proposed landscaping options for US Highway 1 within the Town of Lake Park.

**Recommendation:**

The Town Commission to consider, discuss and provide input/direction on the various Florida Department of Transportation (FDOT) US Highway 1 Median Landscaping Plan (Silver Beach Road to Palmetto Drive) and commit to fully funding all required future (annual) operational and maintenance costs associated with the selected landscaping plan (estimated at approximately \$17,060 to \$31,200 per year).

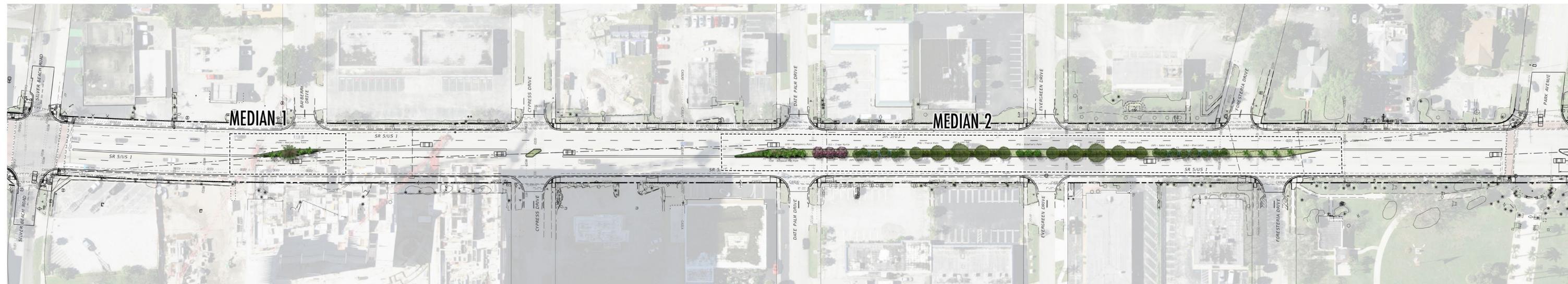


**1** US-1 NORTH  
MEDIANS 1, 2, & 3 - WITH SHRUBS

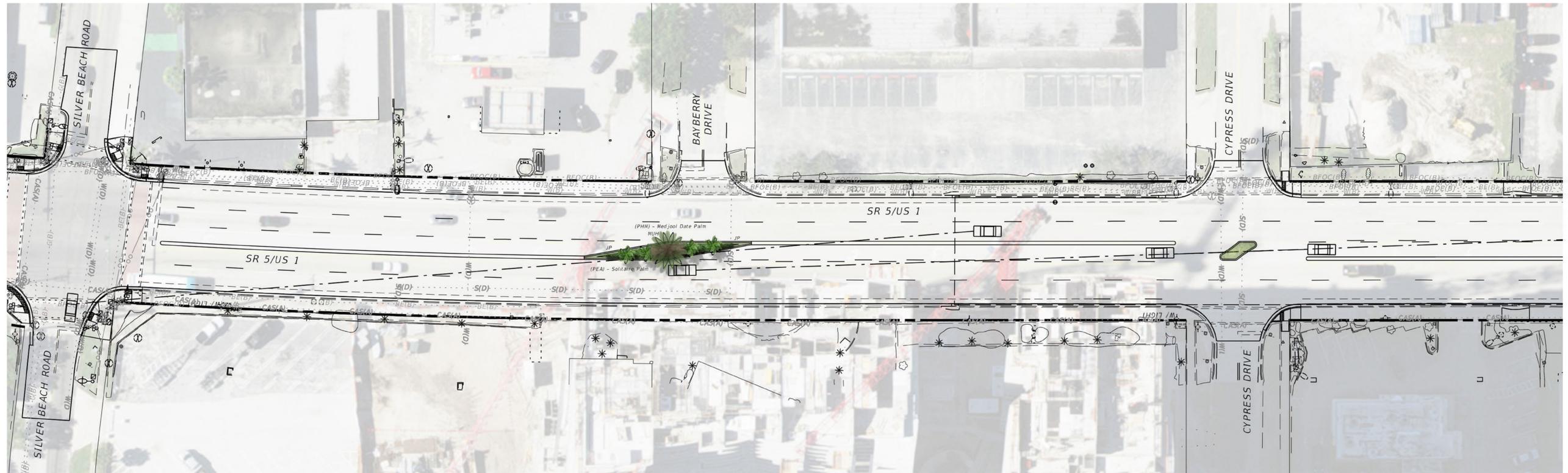














# LAKE PARK MEDIAN DESIGN

Lake Park, Florida

## SHADE TREES



LIVE OAK  
*QUERCUS VIRGINIANA*

## FLOWERING TREES



CRAPE MYRTLE  
*LAGERSTROEMIA INDICA*

## PALMS



MEDJOOOL DATE PLAM  
*PHONEIX DACTYLIFERA*



SABAL PALM  
*SABAL PALMETTO*



SCHEFFER'S PALM  
*PTYCHOSPERMA SCHEFFERI*



MONTGOMERY PALM  
*VEITCHIA MONTGOMERYANA*

## PALM TREES



SOLITAIRE PALM  
*PTYCHOSPERMA ELEGANS*



THATCH PALM  
*THRINAX RADIATA*



EUROPEAN FAN PALM  
*CHAMAEROPS HUMILIS*

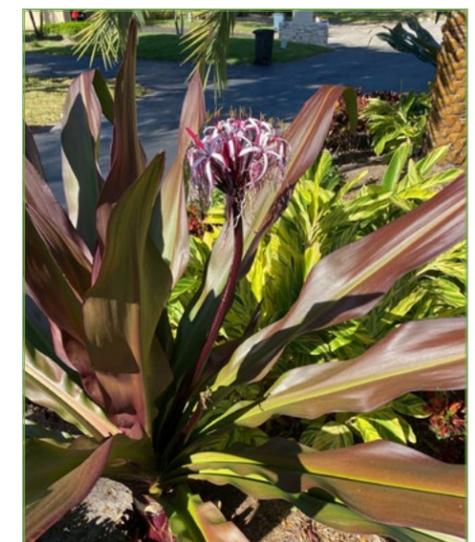


BLUE LATAN  
*LATANIA LODDIGESII*

## ACCENT SHRUBS



SONG OF INDIA  
*DRACAENA REFLEXA*



QUEEN EMMA CRINUM LILY  
*CRINUM AUGUSTUM*  
'QUEEN EMMA'

## SHRUBS



**FIREBUSH**  
*HAMELIA PATENS*



**VARIEGATED SCHEFFLERA**  
*SCHEFFLERA ARBORICOLA*  
'TRINETTE'



**HORIZONTAL COCOPLUM**  
*CHRYSOBALANUS ICACO*  
'HORIZONTAL'



**GREEN ISLAND FICUS**  
*FICUS MICROCARPA*  
'GREEN ISLAND'



**MUHLY GRASS**  
*MUHLENBERGIA CAPILLARIS*



**COONTIE**  
*ZAMIA INTEGRIFOLIA*

## SHRUBS



**PARSONS JUNIPER**  
*JUNIPERUS CHINENSIS*  
'PARSONII'