Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
September 17, 2025 Immediately Following the
Special Called Community Redevelopment Agency Meeting

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

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

CIVILITY AND DECORUM

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT: NONE

PUBLIC COMMENT:

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

CONSENT AGENDA:

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

1. Commission Budget Workshop Minutes - August 28, 2025.
2. Regular Commission Meeting Minutes - September 3, 2025.
3. Resolution 66-09-25 – Amendment (Renewal) – Law Enforcement Service Agreement – Palm Beach County Sheriff's Office – FY 2026 - $4,061,845.
4. Resolution 67-09-25 - Amendment Number 1 (Renewal) - Marina Landscape Maintenance Services Agreement - Chris Wayne & Associates, Inc. - $43,810.

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

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

NEW BUSINESS:

5. Request to Waive Conflict of Interest - Certificate of Appropriateness (COA) Petition to Demolish 918 Park Avenue (The Adler) - Locally Designated Historic Building (Proposed Kelsey on Park Project) - REG Architects.

6. Resolution 68-09-25 - Town Grant Award - Community Beautification Improvement Fund (CBIF) - 339 Evergreen Drive - $13,000 (Driveway Replacement).

7. Resolution 69-09-25 - Reschedule Town Commission Regular Meetings - October 2025 (2nd & 4th Wednesday of Month).

8. Resolution 72-09-25 - Employee Benefits [Health Insurance - Florida Municipal Insurance Trust (FMIT) United Health Care, Dental Insurance - CIGNA, Vision Insurance - Human, Basic Life and Accidental Death & Dismemberment, Supplemental Life, Short Term Disability & Long-Term Disability - The Hartford] - FY 2026.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on October 8, 2025.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 17, 2025 Regular Commission Meeting
Originating Department: Clerk
Agenda Title: Commission Budget Workshop Minutes - August 28, 2025

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

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

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

Attachments: Minutes, Exhibits A-C, 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 August 28, 2025 Commission Budget Workshop.

Lake Park Town Commission, Florida

Commission Budget Workshop

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Thursday August 28, 2025 5:30pm

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

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CALL TO ORDER/ROLL CALL

5:40 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke arrived at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Michaud led the Pledge of Allegiance.

SPECIAL PRESENTATION/REPORT:

1. FY 2026 Budget Workshop (#2) - Proposed General Fund, Special Revenue & Capital Projects Funds Expenditures

   Finance Director Barbara Gould presented the proposed budget for the general fund via Exhibit A. Town Manager Reade provided an explanation of how salary fluctuations will be represented in the budget moving forward and provided a summary of the cost of living and merit increases for staff. Commissioner Thomas brought up some concerns with the Human Resources (HR) responsibilities and wanted to be sure that the job functions would be covered with the removal of the HR Director position. Commissioner Thomas also requested clarification on "special pay" within the Town Manager budget. Finance Director Gould explained that special pay would include longevity pay, vehicle stipend and cell phone stipend. Commissioner Thomas asked about Town retirement matching. Finance Director Gould explained that this is no longer an expenditure due to the Town joining the Florida Retirement System (FRS). Town Manager Reade spoke about the improvements made to the hiring process within the HR Department. Commissioner Thomas made suggestions for cost reduction in regards to copiers/printers to consolidate printing to one or two units. Chief Information Technology Officer Paul McGuiness stated that the current leases are about to expire and they are looking into cheaper alternatives. The Commission discussed the need to conserve paper by reducing printing. Commissioner Thomas spoke about the need for an increase in the Town Clerk salary due to additional responsibilities. Town Manager Reade stated that the Clerk's duties are increased but are also being reduced once the Procurement Specialist is hired as that person would then take that responsibility from the Clerk's Office. Commissioner Thomas asked about the code review process and cost. Town Clerk Mendez explained that process and that the costs were associated with the initial review done by Municode, but the actual code re-write process is being done in house and it would be a very long process. Finance Director Gould explained that there was an increase in expenditures by the legal department. Town Manager Reade explained that they increased this amount to accommodate upcoming potential legal actions. He went on to say that these funds would come out of the $1.2 million that is expected from the approval of the reverter clauses, but if those funds are not received, then the additional legal funds would come from reserves.

Commissioner Thomas stated she would like these funds to be utilized for legal expenses and not specifically for Town Attorney expenses. The Commission discussed various components of the proposed new website costs within the Communication & Grants budget. Chief Information Technology Officer Paul McGuiness provided an update on the Tyler software implementation and training within various departments. Town Manager Reade provided an explanation of the Marina P3 Project department budget. He stated that these funds represent reimbursable costs from the developer including attorney's fees. Finance Director Gould explained the Finance Department budget. Commissioner Thomas stated that she would like the Finance Director to be better compensated. Commissioner Linden asked if there would be another compensation study done any time soon. Town Manager Reade spoke about his desire to do another salary study and use different comparable markets for analysis. Commissioner Linden requested that a proposed cost for another salary study be added to this proposed budget. Commissioner Thomas stated she would be in favor of doing a salary study and also suggested using funds from vacant positions to properly compensation valuable existing staff. Commissioner O'Rourke spoke about alternate ways to compensate staff and feels that Lake Park does not have the revenue that other communities have and so staff will be under-paid in comparison. The Commission discussed the various components of the previous salary study. Town Manager Reade spoke about the Shot spotter software. There was some discussion about the maintenance costs for the Sheriff's Office building. Commissioner Thomas stated that the Town should not have to maintain the building on top of paying for the Sheriff's services. Public Works Director Jaime Morales stated that the entire facility and amenities are maintained by the Town. Mayor Michaud asked Palm Beach Sheriff's Office Captain Thibodeau about his experience working in other areas. Captain Thibodeau stated that it is common practice for the municipality to provide the building and maintenance. He went on to say that there have been maintenance items in the building that they have taken care of themselves such as painting. Commissioner Linden asked if the 3% raise for the Sheriff's Office is negotiable. Captain Thibodeau stated that he believes the raise is 3% across the board, but those negotiations would go through the Sheriff. Mayor Michaud stated that there was no increase for Sheriff's services last year because the Town had added three new positions in lieu of paying an increase. Captain Thibodeau confirmed this to be correct. Finance Director Gould

and Town Manager Reade spoke about the value of having a contracted individual to assist with claims and reimbursements in regards to the emergency management budget. Finance Director Gould explained the increase to the grounds budget to cover the increase in maintenance for Bert Bostrom field. Commissioner O'Rourke asked what kind of turf was laid down in Bert Bostrom Park. Public Works Director Morales stated that it was Bermuda grass. He went on to say that the grass has a six month warranty and is more expensive to maintain. Commissioner Linden proposed cutting some items in order to provide raises to some of the Public Works staff or to change their titles so that they would be in a higher pay range. Commissioner Linden asked about iguana removal service within the facilities budget. Public Works Director Morales provided an explanation of the expense and that it would be for only one year, after that the residents in the affected area will need to pay for the service. Town Manager Reader spoke about a cost analysis that would be taking place over the next year in regards to the leasing program within Vehicle Maintenance budget. Commissioner Linden asked about the National Institute for Automotive Excellence Certification costs. Public Works Director Morales will provide that information at a later point. In regards to the Community Development Budget Finance Director Gould spoke about the increase in funds for the revised mobility plan and for a new impact fee. Town Manager Reade stated that the mobility plan would be revised to incorporate the County roads so the Town would collect those fees. They are in the process of negotiating this with the County. Town Manager Reade spoke about various re-negotiations happening within the Community Development Department to either increase revenue or decrease costs. Commissioner Linden asked about the contractual costs recovery item. Finance Director Gould explained that it is a reimbursement as a deposit.

The Commission agreed to continue with the rest of the budget at a later date. Motion made by Commissioner Thomas to continue the meeting to Thursday September 4th at 6pm. Seconded by Commissioner Linden. Voting Aye: All.

PUBLIC COMMENT:

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-Susan Lafontaine provided comments via Exhibit B.

-Pablo Perhacs provided comments via Exhibit C and spoke about salary discrepancies.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney was not present.

Commissioner Thomas had no comments.

Commissioner Linden had no comments.

Vice Mayor Hensley had no comments.

Commissioner O'Rourke expressed gratitude to staff and fellow Commissioners.

Mayor Michaud also expressed the same gratitude.

ADJOURNMENT:

Motion to adjourn made by Commissioner Thomas. Seconded by Vice Mayor Hensley. Voting Aye; All.
Workshop adjourned 9pm

_____
Mayor Roger D. Michaud

Town Seal

_____
Town Clerk, Vivian Mendez, MMC

_____
Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2025

Item 1.

Exhibit A

TOWN OF LAKE PARK COMMISSION WORKSHOP

Fiscal Year 2025/2026 Proposed Budget

Thursday, August 28, 2025 – 5:30 P.M.

OVERVIEW

- **Fund 001 – General Fund**
  - General Fund Summary Expenditures
- **Fund 160 – Public Improvement Fund**
  - Public Improvement Fund Summary Revenues & Expenditures
- **Fund 190 – Streets & Roads Fund**
  - Streets & Roads Fund Summary Revenues & Expenditures
- **Fund 301 – Special Projects Fund**
  - Special Projects Fund Summary Revenues & Expenditures

Fund 001 – General Fund

TOWN COMMISSION – 100

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Town Commission - 100							
Total Personnel Expenditures	$ 77,723	$ 74,077	$ 73,984	$ 78,968	$ 87,910	$ 110,957	**126.22%**
Total Operating Expenditures	$ 79,417	$ 89,673	$ 87,251	$ 156,861	$ 111,801	$ 134,786	**120.56%**
Town Commission Total Expenditures	**$ 157,140**	**$ 163,750**	**$ 161,235**	**$ 235,829**	**$ 199,711**	**$ 245,743**	**123.05%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Includes $25,000 in Town Grant Funding
- Includes Block Party Grant Funding of $2,500

TOWN MANAGER – 104

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Town Manager - 104							
Total Personnel Expenditures	$ 289,731	$ 290,719	$ 320,135	$ 262,860	$ 266,494	$ 572,303	**214.75%**
Total Operating Expenditures	$ 79,977	$ 36,328	$ 48,089	$ 19,582	$ 30,647	$ 26,106	**85.18%**
Town Manager Total Expenditures	**$ 369,708**	**$ 327,047**	**$ 368,224**	**$ 282,442**	**$ 297,141**	**$ 598,409**	**201.39%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Increased Training Budget due to Repurposed Staff Position
- Additional Promotional Expenditures for Lapel Pins, Magnets, etc.

HUMAN RESOURCES – 105

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Human Resources - 105							
Total Personnel Expenditures	$ 235,904	$ 255,712	$ 302,246	$ 292,567	$ 309,478	$ 129,901	**41.97%**
Total Operating Expenditures	$ 53,052	$ 54,465	$ 50,830	$ 63,900	$ 22,633	$ 25,406	**112.25%**
Human Resources Total Expenditures	**$ 288,956**	**$ 310,177**	**$ 353,076**	**$ 356,467**	**$ 332,111**	**$ 155,307**	**46.76%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Reduced Recruitment Costs Using Alternative Hiring Avenues

TOWN CLERK – 106

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Town Clerk - 106							
Total Personnel Expenditures	$ 239,138	$ 200,007	$ 249,297	$ 245,736	$ 252,675	$ 275,395	**108.99%**
Total Operating Expenditures	$ 118,828	$ 86,755	$ 78,912	$ 76,831	$ 67,201	$ 76,783	**114.26%**
Town Clerk Total Expenditures	**$ 357,966**	**$ 286,762**	**$ 328,209**	**$ 322,567**	**$ 319,876**	**$ 352,178**	**110.10%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Election Costs
- Reduced Legal Advertising

LEGAL – 108

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Legal - 108							
Total Operating Expenditures	$ 214,929	$ 130,170	$ 196,251	$ 223,726	$ 225,099	$ 612,000	**271.88%**
Legal Total Expenditures	**$ 214,929**	**$ 130,170**	**$ 196,251**	**$ 223,726**	**$ 225,099**	**$ 612,000**	**271.88%**

Operating Expenditures

- Additional Funds Budgeted for Marina P3 Project

COMMUNICATION & GRANTS – 109

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Communication & Grants - 109							
Total Personnel Expenditures	$ 150,493	$ 162,588	$ 274,033	$ 277,200	$ 287,533	$ 320,097	**111.33%**
Total Operating Expenditures	$ 34,234	$ 39,226	$ 8,670	$ 6,318	$ 7,878	$ 37,813	**480.01%**
Communications & Grants Total Expenditures	**$ 184,727**	**$ 201,814**	**$ 282,703**	**$ 283,518**	**$ 295,410**	**$ 357,910**	**121.16%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Professional Services - Proposed New Website

INFORMATION TECHNOLOGY – 110

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Information Technology – 110							
Total Personnel Expenditures	$ 156,345	$ 145,030	$ 184,549	$ 218,034	$ 199,671	$ 233,530	**116.96%**
Total Operating Expenditures	$ 109,167	$ 113,254	$ 252,150	$ 225,221	$ 210,045	$ 202,973	**96.63%**
Information Technology Total Expenditures	**$ 265,512**	**$ 258,283**	**$ 436,698**	**$ 443,255**	**$ 409,716**	**$ 436,503**	**106.54%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Reduced Contractual Services from State of Florida Cyber Security Grant Funding

MARINA P3 PROJECT – 115

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Marina P3 Project - 115							
Total Operating Expenditures	$ -	$ -	$ -	$ -	$ 80,748	$ 10,000	**12.38%**
Marina P3 Project Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ 80,748**	**$ 10,000**	**12.38%**

FINANCE – 150

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Finance - 150							
Total Personnel Expenditures	$ 501,805	$ 443,647	$ 509,466	$ 645,446	$ 482,113	$ 732,486	**151.93%**
Total Operating Expenditures	$ 89,293	$ 102,252	$ 179,785	$ 108,769	$ 211,332	$ 121,224	**57.36%**
Finance Total Expenditures	**$ 591,098**	**$ 545,898**	**$ 689,251**	**$ 754,215**	**$ 693,445**	**$ 853,710**	**123.11%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Professional Fees - Eliminated Renewal of Legacy Software
- Contractual Services - Eliminated Courier Service, Stopping Temporary Service with New Hires
- Training Prioritized

PUBLIC SAFETY – 200

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Public Safety - 200							
Total Operating Expenditures	$ 3,197,787	$ 3,410,785	$ 3,501,610	$ 4,034,102	$ 4,033,023	$ 4,148,236	**102.86%**
Public Safety Total Expenditures	**$ 3,197,787**	**$ 3,410,785**	**$ 3,501,610**	**$ 4,034,102**	**$ 4,033,023**	**$ 4,148,236**	**102.86%**

Operating Expenditures

- American Rescue Plan Funds No Longer Available
- Increased Policing Costs – 3%

EMERGENCY MANAGEMENT – 250

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Emergency Management - 250							
Total Operating Expenditures	$ 8,840	$ 1,382	$ 2,336	$ 2,226	$ 3,730	$ 4,202	**112.65%**
Emergency Management Total Expenditures	**$ 8,840**	**$ 1,382**	**$ 2,336**	**$ 2,226**	**$ 3,730**	**$ 4,202**	**112.65%**

Operating Expenditures

- Contractual Services Increased Based Cost

PUBLIC WORKS ADMINISTRATION – 400

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Public Works Administration - 400							
Total Personnel Expenditures	$ 441,552	$ 453,169	$ 467,315	$ 560,042	$ 556,860	$ 694,814	**124.77%**
Total Operating Expenditures	$ 31,871	$ 24,546	$ 27,163	$ 22,900	$ 22,174	$ 21,123	**95.26%**
Public Works Admin. Total Expenditures	**$ 473,423**	**$ 477,715**	**$ 494,479**	**$ 582,942**	**$ 579,034**	**$ 715,937**	**123.64%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Reallocated Costs from Contractual to Operating for Consistency

GROUNDS – 406

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Grounds - 406							
Total Personnel Expenditures	$ 342,324	$ 303,902	$ 348,142	$ 451,447	$ 453,602	$ 539,337	**118.90%**
Total Operating Expenditures	$ 73,485	$ 153,450	$ 143,317	$ 141,027	$ 190,372	$ 198,843	**104.45%**
Total Capital Outlay	$ -	$ -	$ 19,345	$ -	$ -	$ -	**0.00%**
Grounds Total Expenditures	**$ 415,809**	**$ 457,352**	**$ 510,804**	**$ 592,474**	**$ 643,973**	**$ 738,180**	**114.63%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Contractual Services – Increase Bert Bostrom Field/Grounds Maintenance
- Training Increased for Staff to Care for Bert Bostrom Field

FACILITIES – 408

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Facilities - 408							
Total Personnel Expenditures	$ 156,505	$ 162,334	$ 178,235	$ 315,272	$ 288,859	$ 330,506	**114.42%**
Total Operating Expenditures	$ 235,631	$ 290,591	$ 321,941	$ 343,552	$ 365,510	$ 341,003	**93.30%**
Total Capital Outlay	$ 3,507	$ -	$ 40,404	$ -	$ -	$ -	**0.00%**
Facilities Total Expenditures	**$ 395,642**	**$ 452,925**	**$ 540,580**	**$ 658,824**	**$ 654,369**	**$ 671,509**	**102.62%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Professional Fee Increase for Pest Removal
- Contractual Services Includes Lower Janitorial & Air Conditioning Expenditures

VEHICLE MAINTENANCE – 410

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Vehicle Maintenance - 410							
Total Personnel Expenditures	$ 191,904	$ 208,642	$ 209,258	$ 232,729	$ 229,200	$ 246,288	**107.46%**
Total Operating Expenditures	$ 100,665	$ 102,197	$ 170,064	$ 207,955	$ 197,285	$ 176,912	**89.67%**
Vehicle Maintenance Total Expenditures	**$ 292,570**	**$ 310,840**	**$ 379,322**	**$ 440,684**	**$ 426,485**	**$ 423,200**	**99.23%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Reduced Equipment Lease – 1 Code Compliance Lease Transferred to CRA
- Reduced Repair & Maintenance Costs Reflective of Ongoing Expenditures

COMMUNITY DEVELOPMENT – 500

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Community Development – 500							
Total Personnel Expenditures	$ 618,076	$ 626,898	$ 713,988	$ 754,246	$ 680,906	$ 796,926	**117.04%**
Total Operating Expenditures	$ 1,704,238	$ 593,366	$ 1,093,839	$ 484,974	$ 307,000	$ 645,409	**210.23%**
Community Development Total Expenditures	**$ 2,322,314**	**$ 1,220,264**	**$ 1,807,827**	**$ 1,239,220**	**$ 987,905**	**$ 1,442,335**	**146.00%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Increase Contractual Services for Mobility Plan Update and New Town Impact Fees
- Increase in Building Official/Permitting/Plan Review & Inspection Costs Due to Higher Budgeted Permitting Revenue
- Training Prioritized/Funds Available in Reserve for Building Code Education

SPECIAL EVENTS – 600

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Special Events - 600							
Total Personnel Expenditures	$ 213,198	$ 226,643	$ 299,750	$ 352,272	$ 351,550	$ 395,358	**112.46%**
Total Operating Expenditures	$ 106,490	$ 266,615	$ 381,083	$ 283,687	$ 288,303	$ 327,294	**113.52%**
Special Events Total Expenditures	**$ 319,687**	**$ 493,258**	**$ 680,833**	**$ 635,959**	**$ 639,853**	**$ 722,652**	**112.94%**

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Increased Sponsored Event Costs for Haitian Flag Day & Jet Set Summer Soccer Camp
- Reduced Promotional Activity – Lighting for Town Hall Removed
- Funding Available for Chili Cook-Off!

LIBRARY – 700

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Library - 700							
Total Personnel Expenditures	$ 338,525	$ 380,472	$ 458,070	$ 503,257	$ 479,998	$ 571,631	**119.09%**
Total Operating Expenditures	$ 77,380	$ 101,015	$ 140,430	$ 148,057	$ 125,707	$ 163,468	**130.04%**
Library Total Expenditures	**$ 415,905**	**$ 481,487**	**$ 598,500**	**$ 651,314**	**$ 605,705**	**$ 735,099**	**121.36%**

Personnel Expenditures

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- Annual COLA & Merit Increase
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Operating Expenditures

- Contractual Services- Reduced Janitorial Costs
- Library Materials – Increase in Potential Grants Included in Revenue

GENERAL GOVERNMENT – 900

General Government - 900	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Total Personnel Expenditures	$ -	$ -	$ -	$ 315,438	$ 315,438	$ -	**0.00%**
Total Operating Expenditures	$ 571,151	$ 700,904	$ 337,514	$ 564,756	$ 411,053	$ 277,510	**67.51%**
Total Debt Service	$ 580,230	$ 896,009	$ 278,294	$ 278,890	$ 278,891	$ 590,720	**211.81%**
Total Other Uses	$ 1,021,880	$ 1,224,829	$ 1,409,684	$ 2,233,015	$ 1,871,692	$ 3,068,458	**163.94%**
General Government Total Expenditures	**$ 2,173,261**	**$ 2,821,742**	**$ 2,025,492**	**$ 3,392,099**	**$ 2,877,073**	**$ 3,936,688**	**136.83%**

Personnel Expenditures

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- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
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Operating Expenditures

- Professional Fees Include Indirect Cost Allocation Review, Quarterly Town Newsletters
- Beautification Reserve for Driveway Grants
- Bank of America Loan Early Repayment (2028)
- Transfer to Public Improvement Fund for Reimbursement of Various Marina P3 2021 – 2024 Expenditures

GENERAL FUND TOTAL EXPENDITURES

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Fund 001 - General Fund							
General Fund Total Expenditures	$ 12,445,275	$ 12,351,652	$ 13,357,431	$ 15,131,863	$ 14,304,407	$ 17,159,798	**119.96%**
Total General Fund Revenues	**$ 15,456,636**	**$ 13,310,122**	**$ 13,985,532**	**$ 15,131,863**	**$ 14,902,004**	**$ 17,159,798**	**115.15%**

Fund 160 – Public Improvement Fund

PUBLIC IMPROVEMENT FUND – 160

	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Public Improvement Fund - 160							
Total Revenue	$ 190,140	$ 274,779	$ 75,574	$ -	$ 9,029	$ 470,400	**5209.88%**
Total Operating Expenditures	$ 636,733	$ 611,502	$ 185,200	$ -	$ 6,784	$ 9,893	**145.83%**
Total Other Uses	$ 401,935	$ -	$ -	$ -	$ -	$ 460,507	**---**
Public Improvement Fund Total Expenditures	**$ 1,038,668**	**$ 611,502**	**$ 185,200**	**$ -**	**$ 6,784**	**$ 470,400**	**6933.96%**

Operating Expenditures

- Kelsey Park Master Plan Projects Supplement with US Department of Interior Land & Water Conservation Grant – 50% Match Allowing for $1,000,000 in Projects

Fund 190 – Streets & Roads Fund

STREETS & ROADS – 190

Streets & Roads Fund - 190	Description	2021-2022 YTD Activity	2022-2023 YTD Activity	2023-2024 YTD Activity	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Revenue Total:		$ 384,283	$ 398,536	$ 398,732	$ 581,138	$ 351,904	$ 393,752	**111.89%**
Total Personnel Expenditures		$ 145,311	$ 137,508	$ 116,747	$ 63,094	$ 1,565	$ 71,070	**4541.21%**
Total Operating Expenditures		$ 181,203	$ 207,243	$ 228,458	$ 346,887	$ 185,765	$ 242,359	**130.47%**
Total Capital Outlay		$ 87,088	$ 1,938	$ 16,863	$ 98,137	$ 97,428	$ -	**0.00%**
Total Other Uses		$ 112,443	$ 113,673	$ 132,299	$ 73,020	$ 73,021	$ 80,323	**110.00%**
Expense Total:		$ 526,045	$ 460,363	$ 494,367	$ 581,138	$ 357,778	$ 393,752	**110.05%**
Profit/(Loss)		**$ (141,762)**	**$ (61,827)**	**$ (95,635)**	**$ -**	**$ (5,874)**	**$ -**	

STREETS & ROADS – 190

Personnel Expenditures

- No new positions, three (3) existing positions are being repurposed, 49.3 FTE (full-time equivalents)
- Annual COLA & Merit Increase
- Increase in Employee Benefits (i.e., health, dental, vision, life, disability, etc.)
- New FRS Retirement Cost
- Total personnel expenditures increased 8% over FY 2025 budget

Operating Expenditures

- Increased Electric Cost With New Lighting
- Sidewalk Repairs

Fund 301 – Special Projects Fund

SPECIAL PROJECTS FUND – 301

Operating Expenditures

- Current Known Grant Projects
- PBC Discretionary Surtax Funds Sunset December 2025, Reduced Funding for Capital Projects

THANK YOU

QUESTIONS & COMMENTS

Exhibit B

Mr Mayor, Vice Mayor, Commissioners,

I appreciate that you have a huge task wading through all of the proposed budget information.

I also want to say that I am not questioning any town employee's performance.

But when I did a quick look through salaries I see some huge increases in the past few years - 25 & 26% jumps. I've attached that data so quickly illustrate this fact. When I compare some current salaries to the Evergreen Solutions compensation study done in 2022, some of those percentage jumps look equitable and some do not. Granted, that study was three years ago.

I also have a question about how the Merit and Cost of Living increases are calculated. Why is the calculation based on what is labeled "**Year to Date Activity/ YTD**" " and not based on last year's budgeted salary amount? **What IS "Year to Date Activity"?** I tried to find it defined in any of the agenda packet documents but couldn't.

For example, the Community Development Director's **budgeted salary** for **FY 2025 was $144,997**. But page 171 of the **FY 2026** Proposed General Fund Expenditure Budget shows that position has a **"current salary**" of more - **$152,318.** And that same amount is described as **Year To Date Activity" on page 190.**

Draw Ask Copilot 171 of 241

Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
500 - Community Dev	Director - Community Development		$152,318	$4,570	$2,285	$159,173

That Year to Date salary is $7,494 more than what was budgeted for FY 2025. So I ask again – What's the difference between the budgeted salary and the Year to Date Activity amount?

Fund 001 - General Fund	2024-2025 Total Budget	2024-2025 YTD Activity	2025-2026 Total Budget	%
Community Development - 500				
Personnel Expenditures				
001-524-500-11000 Executive Salaries	$ 144,997	$ 152,491	$ 159,173	104.38%

If the YTD amount is a bonus, those should not be included in a position's base salary, according to Investopedia, Forbes and the US Dept of Labor.

Thank you.

Susan LaFontaine

FY year	Position & "Budgeted" Salary	$ Increase from prior year	Percent Increase from prior year
	Town Clerk		
2021	$83,802		
2022	$89,997	$6,195	7.4%
2023	$91,811	$1,814	2.0%
2024	$115,003	$23,192	25.3%
2025	$115,003	$0	0.0%
2026	$130,046	$15,043	13.1%
	Finance Director		
2021	$96,905		
2022	$100,251	$3,346	3.5%
2023	$115,000	$14,749	14.7%
2024	$119,937	$4,937	4.3%
2025	$140,005	$20,068	16.7%
2026	$136,176	-$3,829	-2.7%
	Community Development		
2021	$94,181		
2022	$93,657	-$524	-0.6%
2023	$95,934	$2,277	2.4%
2024	$115,003	$19,069	19.9%
2025	$144,997	$29,994	26.1%
2026	$159,173	$14,176	9.8%
	Chief Public Info Officer(PIO)/Grant Writer		
2021	$93,581		
2022	$99,227	$5,646	6.0%
2023	$99,237	$10	0.0%
2024	$118,739	$19,502	19.7%
2025	$147,888	$29,149	24.5%
2026	$163,955	$16,067	10.9%

These are the "budgeted" amounts, not "YTD Activity" amounts

Evergreen Solutions, LLC

Classification and Compensation Study for the Town of Lake Park

May 15, 2023

In February 2022, Evergreen Solutions ("Evergreen") was retained by the Town of Lake Park ("the Town") to conduct a Classification and Compensation Study for all employees. Evergreen previously conducted a Pay and Compensation Study for the Town in 2019. The purpose of the 2022 study was to update the existing pay plan as well as ensure internal and external equity within the plan. The recommendations offered in this study are intended to meet the Town's desire to attract and retain qualified employees.

Excerpts from pages 25 & 26 from study year 2022:

Classification	Survey Minimum		Survey Midpoint		Survey Maximum	
	Average	% Diff	Average	% Diff	Average	% Diff
Director - Community Development	$104,687.18	-7.9%	$130,244.53	-5.5%	$155,801.88	-3.8%
Director - Finance	$106,794.45	-9.9%	$135,146.51	-9.1%	$163,498.57	-8.7%
Director - Special Events	$70,648.70	31.2%	$87,540.11	33.9%	$104,431.53	35.8%
Grants Writer/Public Information Officer	$65,054.83	39.2%	$85,290.99	36.5%	$105,527.15	34.8%
Planner	$53,345.85	-7.2%	$70,457.45	-10.7%	$87,569.05	-12.9%
Town Clerk	$78,761.80	20.5%	$99,788.60	21.1%	$120,815.39	21.5%

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 171	500 - Community Dev	Director - Community Development		$152,318	$4,570	$2,285	$159,173

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 89	150 - Finance	Director - Finance		$130,312	$3,909	$1,955	$136,176

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 192	600 - Special Events	Director - Special Events		$120,827	$3,625	$1,812	$126,264

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 65	109 - Communications	Grants Writer/Chief Public Information Offi		$156,894	$4,707	$2,353	$163,955

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 171	500 - Community Dev	Planner		$69,742	$2,092	$1,046	$72,881
	500 - Community Dev	Planner - PT		$36,837	$1,105	$553	$38,494

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 47	106 - Town Clerk	Town Clerk		$124,446	$3,733	$1,867	$130,046

Exhibit C

Director - Finance
Director - Information Technology
Director - Library
Director - Marina
Director - Public Works
Director - Special Events
Grant Writer/Chief Public Information Officer
Town Clerk

Only two (2) mandated by Town Charter:

Town Clerk

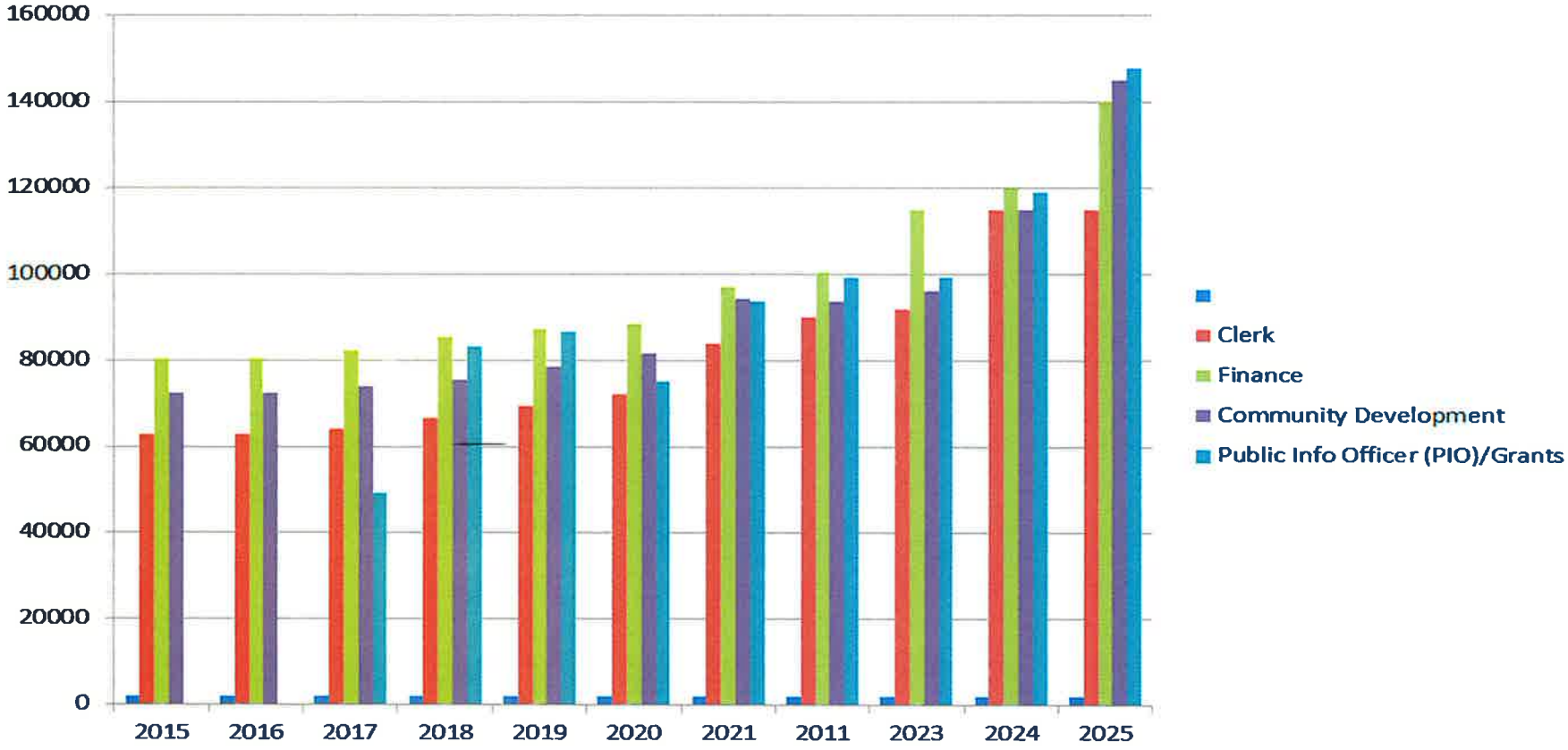
Director – Finance

Two charts compare salary disparities with non-mandated departments.

Director - Community Development

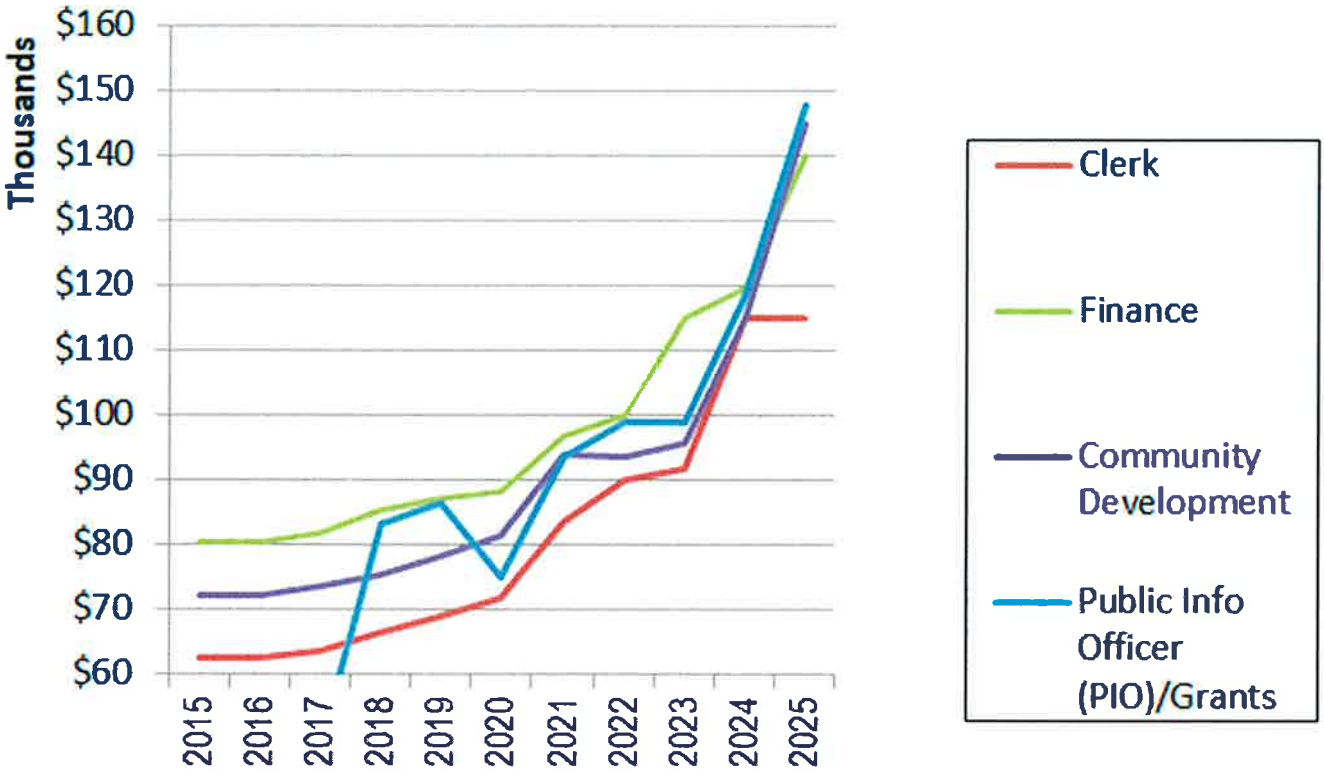
Grant Writer/Chief Public Information Officer

FY 2015 – FY 2025 Salary Increases



Fiscal year	Clerk	Finance	Community Development	Public Info Officer (PIO)/Grants	
2015	$62,641	$80,500	$72,422	$0	No position
2016	$62,629	$80,496	$72,426	$0	
2017	$63,877	$82,098	$73,882	$49,200	Part time, Grants only
2018	$66,477	$85,416	$75,358	$83,200	Full time, PIO & Grants
2019	$69,202	$87,131	$78,416	$86,570	
2020	$72,030	$88,442	$81,598	$75,005	
2021	$83,802	$96,905	$94,181	$93,581	
2022	$89,997	$100,251	$93,657	$99,227	
2023	$91,811	$115,000	$95,934	$99,237	
2024	$115,003	$119,937	$115,003	$118,739	
2025	$115,003	$140,005	$144,997	$147,888	

FY 2015 – FY 2025 Salary Increases



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2025	$115,003	$140,005	$144,997	$147,888

No position

Part time, Grants only

Full time, PIO & Grants

Town of Lake Park
PUBLIC COMMENT CARD

CIVILITY AND DECORUM

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

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

Meeting Date 8/28/2025

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

Name: Susan LaFontaine
Address: 545 Evergreen

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

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

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.*

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Town Clerk	$78,761.80	20.5%	$99,788.60	21.1%	$120,815.39	21.5%

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
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	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 192	600 - Special Events	Director - Special Events		$120,827	$3,625	$1,812	$126,264

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 65	109 - Communications	Grants Writer/Chief Public Information Offi		$156,894	$4,707	$2,353	$163,955

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 171	500 - Community Dev	Planner		$69,742	$2,092	$1,046	$72,881
	500 - Community Dev	Planner - PT		$36,837	$1,105	$553	$38,494

	Department	Position	Status	Current Salary	Merit Increase 3%	COLA 1.5%	Total Expected Salary
Pg 47	106 - Town Clerk	Town Clerk		$124,446	$3,733	$1,867	$130,046

Town of Lake Park
PUBLIC COMMENT CARD

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.**
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- **Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.**
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Meeting Date 28 Aug 25 - Budget workshop

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

Name: Pablo Perhacs
Address: 221 E Kalmia Dr Lake Park, FL

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

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

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.*

Exhibit C

Director - Finance
Director - Information Technology
Director - Library
Director - Marina
Director - Public Works
Director - Special Events
Grant Writer/Chief Public Information Officer
Town Clerk

Only two (2) mandated by Town Charter:

Town Clerk

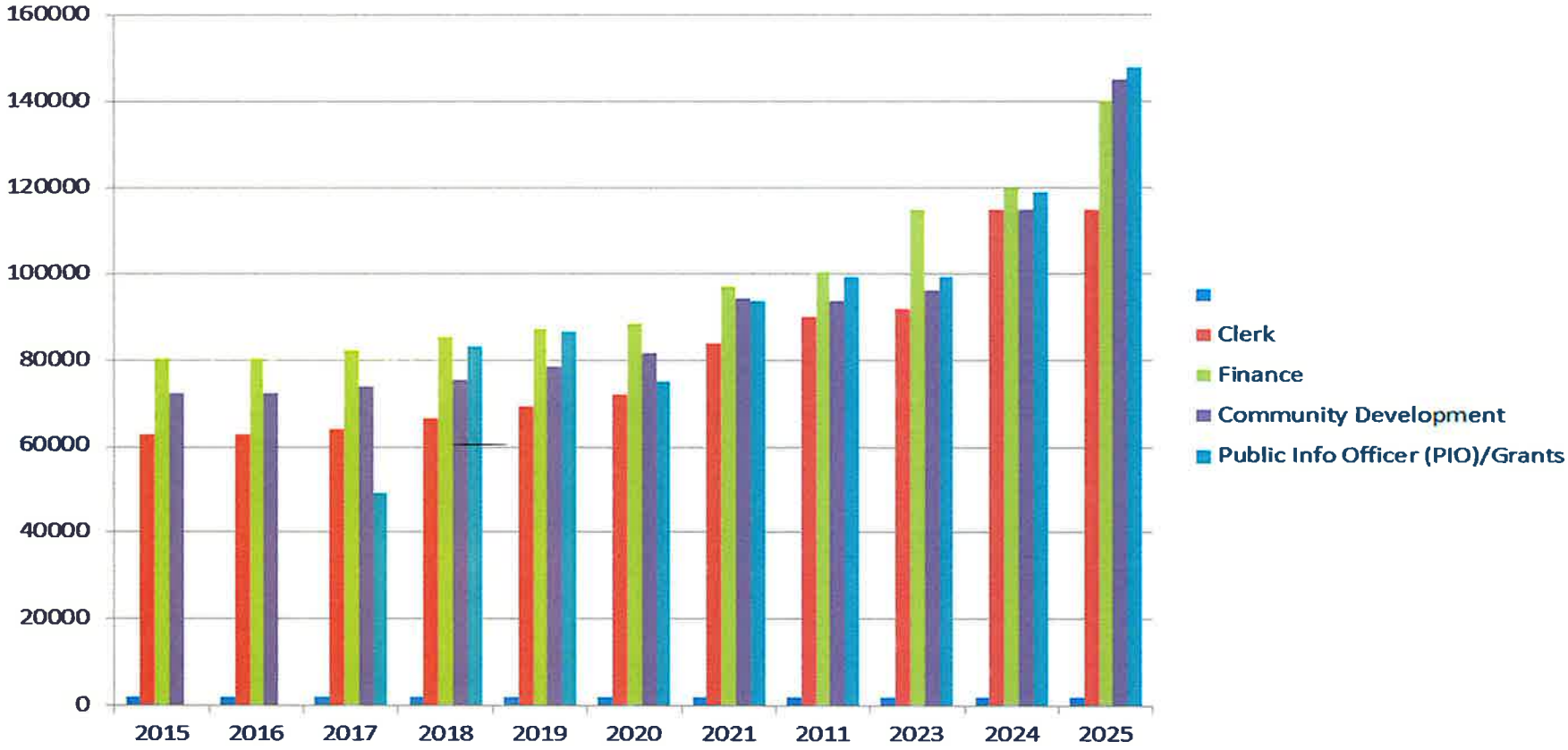
Director – Finance

Two charts compare salary disparities with non-mandated departments.

Director - Community Development

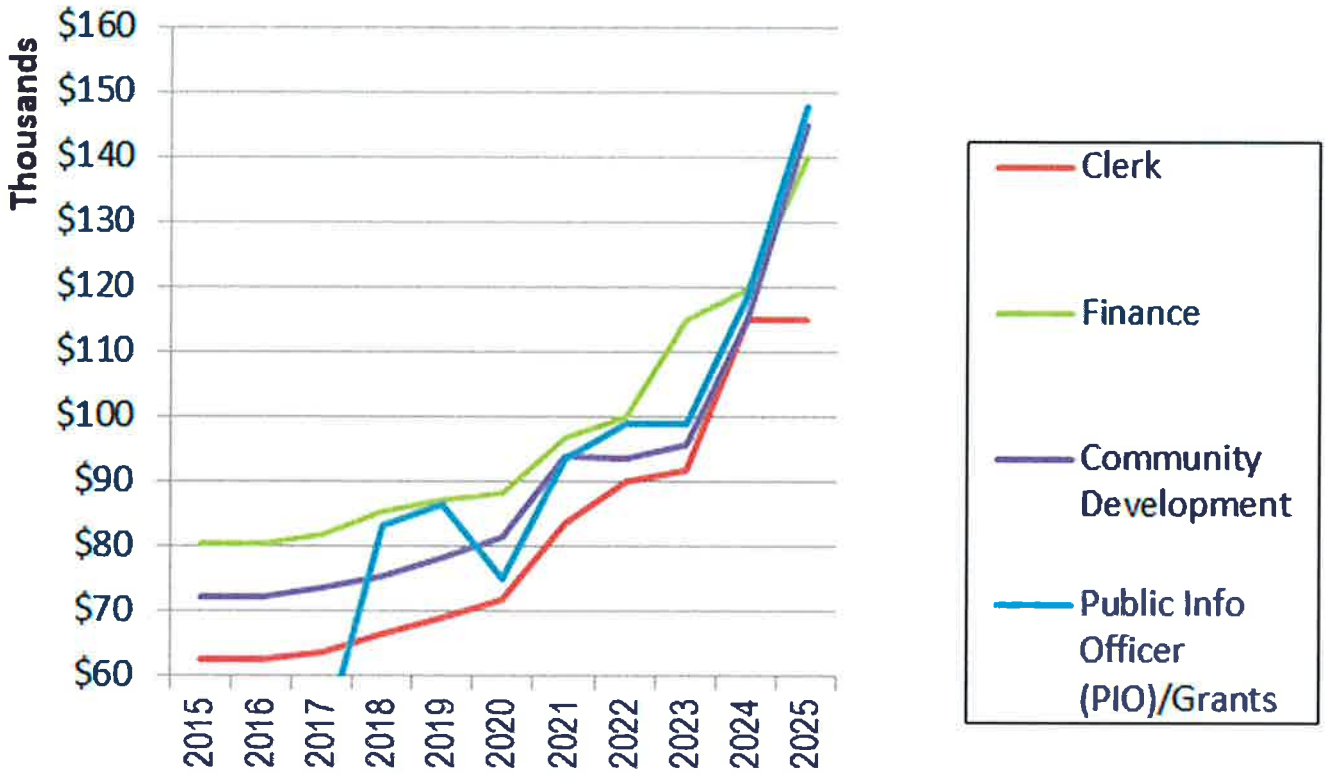
Grant Writer/Chief Public Information Officer

FY 2015 – FY 2025 Salary Increases



Fiscal year	Clerk	Finance	Community Development	Public Info Officer (PIO)/Grants	
2015	$62,641	$80,500	$72,422	$0	No position
2016	$62,629	$80,496	$72,426	$0	
2017	$63,877	$82,098	$73,882	$49,200	Part time, Grants only
2018	$66,477	$85,416	$75,358	$83,200	Full time, PIO & Grants
2019	$69,202	$87,131	$78,416	$86,570	
2020	$72,030	$88,442	$81,598	$75,005	
2021	$83,802	$96,905	$94,181	$93,581	
2022	$89,997	$100,251	$93,657	$99,227	
2023	$91,811	$115,000	$95,934	$99,237	
2024	$115,003	$119,937	$115,003	$118,739	
2025	$115,003	$140,005	$144,997	$147,888	

FY 2015 – FY 2025 Salary Increases



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2025	$115,003	$140,005	$144,997	$147,888

No position

Part time, Grants only

Full time, PIO & Grants

Town of Lake Park
PUBLIC COMMENT CARD

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Meeting Date 8/28/2025

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

Name: Katia Zhestkova
Address: 1018 7th ST.

If you are interested in receiving Town information through Email, please provide your E-mail address: ekaterina26@hotmail.com

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

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.*

* Did not speak. Left the meeting.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 17, 2025
Originating Department: Clerk
Agenda Title: Regular Commission Meeting Minutes - September 3, 2025

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

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

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

Attachments: ARF, Minutes, Exhibits A-G, 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 September 3, 2025 Regular Commission Meeting.

Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday September 03, 2025
Immediately Following the CRA Meeting

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

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

CALL TO ORDER/ROLL CALL

7:38 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

The Pledge was conducted during the CRA meeting

APPROVAL OF AGENDA:

Mayor Michaud announced that items number 11 and 13 have been pulled from the agenda. (see below items for explanation). Motion to approve the remaining agenda items made by Vice Mayor Hensley, Seconded by Commissioner Linden.

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

SPECIAL PRESENTATION/REPORT:

1. Proclamation – United Way of Palm Beach County Hunger Action Month - September 2025.

   Mayor Michaud presented the United Way representatives with the proclamation.

2. Discussion - Accessory Dwelling Unit (ADU) - Land Development Regulations (LDRs) Town Planner Anders Viane presented to the Commission (Exhibit A).

   Commissioner Linden stated there would be an issue with parking and homesteading. He also feels that it would create more congestion in Town. Town Planner Viane stated that the homesteading could be specific to one dwelling but not the other. He also stated that they are currently unpre-empted on the parking and an Ordinance may need to be created. Mayor Michaud stated that the homesteading would be pro-rated based on usage and that it was preferred that homeowners obtain their property tax information on their own. Commissioner O'Rourke asked for clarification on the differences between attached and unattached units. Town Planner Viane explained that only the new unattached units would be subjected to the 10-foot rule of distance from the main structure. Commissioner O'Rourke asked if there is a parking standard in Town. Town Planner Viane stated that yes, each residence gets two parking spots and if there was an addition of an accessory dwelling unit, they would be granted two additional parking space allowances. Town Planner Viane stated that locating existing ADU's has been challenging but they have been able to identify some via various methods. Commissioner O'Rourke asked about properties with multiple ADU's. Town Planner Viane stated that the ADU allowances would be for one, but they could perform a clustering analysis, but that would be different

from ADU's. Commissioner Thomas stated she was not prepared for a discussion on this item and requested that it be deferred to a later meeting. The Commission agreed as a whole to table this item and bring it back for another meeting.

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.

-Katia Zhestkova spoke in appreciation of Town Manager Reade. She also spoke about the Marina project.

-Michael Steinhauer provided comments via Exhibit B.

-Don Palumbo spoke about Marina slip reduction and affordable boating. He spoke against the barge remaining in the canal.

-Joanne Robin spoke about the lease with Forest Development and presented questions to the Commission regarding the terms of the agreement with the developer.

-Terron Mercer spoke about his experiences within the community. He requested that the Commission consider resident input before making decisions moving forward.

-Chris Steele spoke about the agreement with Forest Development.

-Susan Lafontaine provided documentation as Exhibit C. She spoke about violations to the clean water act.

-Pablo Perhacs spoke about the mud being pumped into the Lake Park lagoon. He also spoke about concerns with the barge. He spoke in favor of Town Manager Reade.

-Nicholas Mastroianni spoke about his boat club at the Marina and their lease was expiring soon.

-Kelly Steele spoke in favor of Town Manager Reade and all he does for the Town. She spoke about salaries of staff and the civil lawsuit with Nautilus.

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.

Commission Thomas requested that item number 9 be pulled from the Consent Agenda.
Motion to approve the remaining Consent Agenda made by Vice Mayor Hensley, Seconded by Commissioner Linden.
Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

3. Regular Commission Meeting Minutes - August 20, 2025
4. Resolution 55-09-25 – 2024-2025 - Community Development Block Grant (CDBG) Award Agreement - 1st Amendment (Re-Approval) - PBC Department of Housing & Economic Development (DHED) - Splash Pad/Water Feature (Kelsey Park) - $400,916
5. Resolution 56-09-25 – Evaluation Committee Ranking and Authorization to Negotiate (RFQ #109-2025) – Professional Architectural Design and Consulting Services – Evergreen House Restoration
6. Resolution 57-09-25 - 2025-2026 Community Development Block Grant (CDBG) Award – PBC Department of Housing & Economic Development (DHED) – Kelsey Park Fitness Trail and Equipment Replacement Project – $41,588
7. Resolution 58-09-25 – Evaluation Committee Ranking and Authorization to Negotiate – RFQ #116-2025 – Specialized Landscape Maintenance Services - Park Avenue Corridor, 10th Street Corridor, Downtown Alleyways, Centennial Memorial Park, CRA Parking Lot and Bert Bostrom Park
8. Resolution 59-09-25 – 2nd Amendment (Final Renewal) – Non-Exclusive Franchise Roll-off Container Collection Services – Waste Management, Inc.

9. PILOT Sanitation Pick-Up Schedule – Proposed to Permanently be Effective – Monday, September 22, 2025.

Commissioner Thomas asked about the permanent schedule versus the pilot schedule. Public Works Director Morales stated there was a slight modification to the pilot scheduled based on

feedback from the Commission and the residents. Commissioner Thomas expressed concern with how the permanent schedule will be rolled out because there were issues with the rollout of the pilot schedule. She also spoke about resident education of the rollout through simple forms. Public Works Director Jaime Morales stated that they propose creating video and utilizing door hangars. Commissioner Thomas made the suggestion of using QR codes to provide the new information to residents. Commissioner O'Rourke suggested having residents call in to Public Works to request a special pickup. Public Works Director Morales stated that some residents already do this, but some just put their trash out without scheduling a pickup.

Motion to approve Consent Agenda item number 9 made by Commissioner Thomas, Seconded by Commissioner Linden. Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

10. Ordinance 04-2025 - Amendment - Comprehensive Plan - Future Land Use and Intergovernmental Coordination Elements (Remove Bioscience Overlay).

    AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE TEXT OF THE FUTURE LAND USE ELEMENT AND INTERGOVERNMENTAL COORDINATION ELEMENTS; PROVIDING FOR THE AMENDMENT TO THE FUTURE LAND USE MAP TO REMOVE THE BIOSCIENCE RESEARCH PROTECTION OVERLAY; PROVIDING FOR THE TRANSMITTAL OF THE AMENDMENTS TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Karen Golonka presented the item (Exhibit D).

Motion to approve Ordinance 04-2025 on First Reading made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.
Town Attorney Baird read the Ordinance by title only.

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

OLD BUSINESS:

11. Request to Waive Conflict of Interest - Certificate of Appropriateness (COA) Petition to Demolish 918 Park Avenue (The Adler) - Locally Designated Historic Building (Proposed Kelsey on Park Project) - REG Architects.

This item was pulled from the agenda. Town Manager Reade explained that the applicant was not able to be in attendance tonight and requested the item to come before the Commission at a later date.

12. Resolution 60-09-25 - Town of Lake Park Master Fee Schedule – Fiscal Year 2026.

Town Clerk Mendez presented the Master Fee Schedule (Exhibit E).
Motion to approve Resolution 60-09-25 made by Vice Mayor Hensley, Seconded by Commissioner Thomas.
Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

13. Request - Forest Development (Nautilus 220) Sales Barge - Relocate to Non-Deed Restricted Area - Harbor Marina.

This item was pulled from the agenda. Town Manager Reade explained that they were notified by a Forest Development representative that they decided to move the barge rather than pursue a lease agreement with the Town.

14. Resolution 61-09-25 - Renewal - Property and Casualty Insurance - Florida Municipal Insurance Trust (FMIT) – Fiscal Year 2026.

Gehring Group Senior Consultant, Rommi Mitchell presented the item (Exhibit F).
Motion to approve Resolution 61-09-25 made by Commissioner Linden, Seconded by Commissioner O'Rourke.
Commissioner O'Rourke thanked the Gehring Group for their hard work.
Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

15. Resolution 62-09-25 – Senate Bill 180 Lawsuit

Town Attorney Baird explained the item (Exhibit G).
Motion to approve Resolution 62-09-25 and join the lawsuit made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.
Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
-Town Attorney Baird provided an update on 1100 2nd Court. He advised that they missed their deadline for completing the project.
Motion to authorize enforcing the agreement made by Commissioner O'Rourke. Seconded by Vice Mayor Hensley. Voting Aye: Commissioner O'Rourke, Mayor Michaud, Vice Mayor Hensley, Commissioner Linden. Voting Nay: Commissioner Thomas.
Commissioner Thomas was opposed to the action and suggested fining the property owners instead. Commissioner O'Rourke asked the Town Attorney if a legal action against the owners would prevent them from issuing fines. Town Attorney Baird stated that it does not but he is unaware if there are code violations or not. Community Development Director Nadia DiTommaso advised that there was currently one code violation.
Town Attorney Baird spoke about recent communications with Forest Development attorney and that they have not come to an understanding as of yet. He anticipates some productive dialogue

in the near future. Vice Mayor Hensley asked about a workshop for the Planned Unit Development (PUD). Town Attorney Baird stated that no dates have been identified as of yet.

Town Manager Reade spoke about the Department of Environmental Protection (DEP) postponement but agrees that we need to have that meeting. Town Manager Reade announced the Department of Transportation (DOT) Open House on Thursday September 4th, from 4-7 P.M. at the Library. The Lake Park Library & Coastal Karma are hosting a family chess club at Coastal Karma on Tuesdays from 5pm to 7pm. He spoke about costs to repair some cracks at the tennis courts. The Commission came to a consensus to move forward with the repairs. The Commission came to a consensus to issue a Proclamation for Florida Government week on October 1st. He announced the Multicultural Festival on September 20th from 5pm to 9pm in Kelsey Park, the Sunset Celebration on September 26 from 6pm to 9pm in Kelsey Park and the Budget Workshop on September 4th at 6 P.M.

Commissioner O'Rourke spoke of someone who passed away.

Commissioner Thomas had no comments.

Commissioner Linden asked when the next year's budget workshops will begins. Town Manager Reade stated he would like to have one or two workshops in early August.

Vice Mayor Hensley had no comments.

Mayor Michaud thanked Finance Director Barbara Gould for her work on the budget and Marketing Specialist Lamar Gibbs for all his efforts in the budget process. He stated for the record that he has to do what he needs to do in order to conduct business the way it needs to go. He is 100% here for the Town, not for the good guy or bad guy moments.

REQUEST FOR FUTURE AGENDA ITEMS: NONE

ADJOURNMENT:

Motion to adjourn made by Commissioner Thomas. Seconded by Vice Mayor Hensley.

Voting Aye: All

Meeting adjourned 10:05 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on September 17, 2025.

_____
Mayor Roger D. Michaud

Town Seal

_____
Town Clerk, Vivian Mendez, MMC

_____
Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2025

Accessory Dwelling Unit Community Update

Anders Viane, Planner – Community Development Department

Agenda

- Where We've Been Up to Now
- Draft ADU Policy Fey Features
- Key Policy Challenges
  - Existing ADUs (How do we treat them?)
  - Occupancy Standards (Yea or Nay?)
  - Density Allocation (or lack thereof)
- Feedback

Where We've Been Up To Now

- November 20, 2019 – Introductory Meeting Discussion Item
- February 19, 2020 – ADU Workshop
- December 16, 2020 – ADU Workshop
- March 20, 2021 – ADU Workshop and follow-up study on parking issues, occupancy restrictions, and incorporating survey feedback
- January 17, 2024 – ADU Update Presentation
- March 27, 2024 – ADU Update Presentation and direction for ordinance development
- Summer 2024 to summer 2025 – active litigation and SB184 potential preemption
- Summer 2025 to present – working with legal on draft ordinance

Our Policy (Key Features)

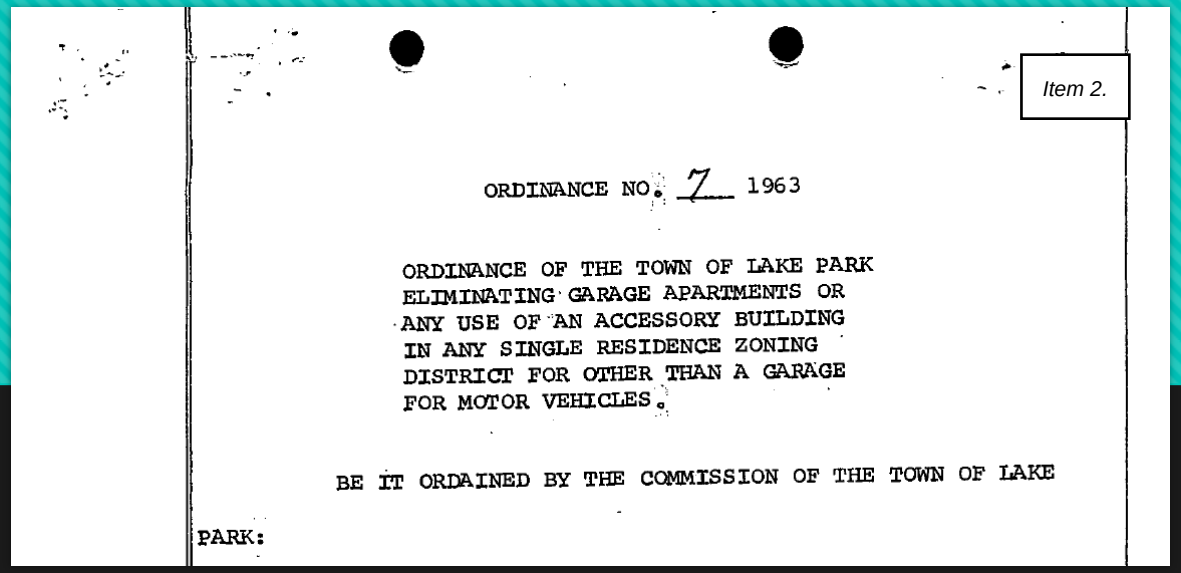
- ADUs are accessory uses in the R-1 and R-1A single family districts
- ADUs will be included in the density calculation
- ADUs may be up to 1,000 square feet but must not exceed the maximum built coverage in the single family districts (50% in R-1A or 60% in the R-1)
- ADUs must honor existing setback standards and shall be 10’ from the primary structure
- ADUs shall create a dedicated access sidewalk
- ADUs shall provide two new 8’ X 20’ parking spaces in addition to those for the primary dwelling or demonstrate such parking already exists
- ADUs shall be one story or 20’
- ADUs shall provide stormwater retention
- Owner must occupy ADU or primary dwelling
- ADUs shall be an administrative approval

Key Challenges

- How do we treat existing ADUs given some properties have multiple ADUs and we cannot identify permits? What is the vesting process or is there a vesting process at all?
- Occupancy Standards – can we impose an occupancy requirement? What are the potential liabilities associated with this requirement?
- Density – how should it be calculated and how does it reflect on the “spirit and intent” of our ADU regulations?
  - What is the impact of SB180 on new rulemaking for ADUs? (Town Attorney will review)

Notes	Blding Type	ADU	BTR	LLC	Permitted as ADU?	Units (According to PAPA)	Attached?
New Meter on Rear Apt 1987 plan sheet/ Nonconforming setbacks	Outbuilding	Yes	No		"Rear Apt" Reference	2	Detached
No permits identified	Apparent Attached ADU and Outbuilding	Yes	Yes		Unknown	4	Attached and Detached
Unit A Service Change 16-294	Attached ADU	Yes	Yes		"Units" Reference	2	Attached
No permits identified	Attached ADU	Yes	No		Unknown	2	Attached
Reroof Back Unit 14-92	Apparent Attached ADU and Outbuilding	Yes	Yes	Y	"Units" Reference	3	Attached and Detached
13-356 (reroof garage / "back unit")	Outbuilding	Yes	No		"Units" Reference	2	Detached
Historical Structure Form notes 1 Outbuilding	Outbuilding	Maybe	No		Unknown	1	Detached
No permits identified	Outbuilding	Yes	Yes		Unknown	2	Detached
09-589 cottage remodel	Outbuilding	Yes	Yes		"Cottage" Referenced	2	Detached
05-201 (new duplex meter)	Apparent Attached ADU and Outbuilding	Yes	Yes	Y	"Duplex" metered	3	Attached and Detached
12-172 close-in garage on outbuilding; records indicate formerly recognized as 2 units	Outbuilding	Maybe	No		Former ADU	1	Detached
10-97 references unit 1/2	Apparent Attached ADU and Outbuilding	Yes	Yes		"Units" Reference	3	Attached and Detached
No permits identified	Outbuilding	Yes	No		Unknown	2	Detached
2006 Survey refers to outbuilding as "residence"	Outbuilding	Maybe	No		Unknown	1	Detached
No permits identified	Outbuilding	Yes	Yes		Unknown	2	Detached
No permits identified	Outbuilding	Yes	No		Unknown	2	Detached
06-472 "cottage door replacement"	Outbuilding	Yes	No		"Cottage" Referenced	2	Detached
12-262 "Cottage AC addition"	Outbuilding	Yes	No	Y	"Cottage" Referenced	2	Detached
14-254 Reroof rear unit	Outbuilding	Yes	Yes		"Units" Reference	2	Detached
2 doors - no records	Finished Garage	Maybe	No		Unknown	1	Attached
No permits identified	Multiple Attached and Detached	Yes	Yes	Y	Unknown	5	Attached and Detached
25-190 "guest house" reroof	Outbuilding	Yes	No		"Guest House" Referenced	2	Detached
Permits issued for unit 1 18-463	Outbuilding	Yes	No		"Units" Reference	2	Detached
No permits identified	Outbuilding	Yes	Yes	Y	Unknown	3	Attached and Detached
08-619 references unit 1/2	Outbuilding	Yes	Yes		"Units" Reference	2	Detached
03-87 Cottage reroof	Outbuilding	Yes	Yes		"Cottage" Referenced	2	Detached
No permits identified	Outbuilding	Yes	Yes		Unknown	2	Detached
06-985 Unit B windows and doors	Outbuilding	Yes	No		"Units" Reference	3	Attached and Detached
No permits identified	Outbuilding	Yes	Yes	Y	Unknown	2	Detached
12-200-203 Interior remodel; 1984 Survey identifies APT and Garage; former or defacto ADU	Finished Garage	Maybe	No		Unknown	1	Detached
No permits identified	Outbuilding	Yes	Yes		Unknown	2	Detached
04-747 "Duplex" ref; 2 meters	Attached ADU	Yes	No		"Duplex metered	2	Attached
Permits issued for address "1"	Multiple Attached	Yes	No	Y	"Units" Reference	5	Attached
No permits identified	Multiple Attached and Detached	Yes	No	Y	Unknown	4	Attached and Detached
No permits identified; nonconforming setbacks	Outbuilding	Yes	Yes		Unknown	2	Detached
15-656 reno; no demo required for permit of ADU renovation	Duplex Outbuilding	Yes	No	Y	Permittted for ADU Reno	3	Detached
Air conditioned outbuilding; no specific permit refs IDed	Outbuilding	Maybe	No		Unknown	1	Detached
Various upgrade permits; unit reference 08-115	Multiple Attached and Detached	Yes	No	Y	"Units" Reference	5	Attached and Detached
12-084 "rear unit" reroof	Outbuilding	Yes	No		"Units" Reference	2	Detached
BTR is not for ADU; unpermitted	Outbuilding	Yes	Yes	Y	Unpermitted Work	1	Detached
Settlement; known ADU	Outbuilding	Yes	Yes		Settlement Agreement	1	Detached

Challenge: Existing ADUs



Item 2.

ORDINANCE NO. 7 1963

ORDINANCE OF THE TOWN OF LAKE PARK ELIMINATING GARAGE APARTMENTS OR ANY USE OF AN ACCESSORY BUILDING IN ANY SINGLE RESIDENCE ZONING DISTRICT FOR OTHER THAN A GARAGE FOR MOTOR VEHICLES.

BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF LAKE PARK:

- It has not proved possible to definitively identify if ADUs were originally permitted at construction.
- We have managed to identify when Lake Park ADUs were repealed (Ord 07-1963) so we might make assumptions about outbuildings of a certain age, but we cannot be certain if they were permitted or not and this complicates explicit vesting schemes.
- This legal uncertainty creates concerns about blanket amnesty for existing de facto ADUs, given there have been several identified cases of conversions without permits.
- Furthermore, several properties contain multiple ADUs, which raises the question how these should be treated.
- Furthermore, existing ADUs, if legalized, may require upgrades to the current FBC in order to be habitable.

Challenge: Occupancy Standards

- Occupancy standards were always envisioned to limit ADU occupancy by requiring property owner occupancy of the primary or secondary dwelling.
- This was intended to promote ADUs as a use for residents and not investment corporations. Duplex districts like R-2 already provide this option to investors.
- Although Town staff supports the occupancy restriction and there is some local precedent for it, legal has concerns it could bring challenges.

Challenge: Density Standards

- Density is the final aspect of the policy that may need reconsideration.
- Depending on the final configuration of the occupancy standards, the density entitlement may present an issue by effectively entitling a second unit on single family properties; an implication of this approach would be the single family properties effectively become duplex properties.
- A negative impact we've striven to avoid is commodifying the single-family housing stock. We want to configure this ordinance in a way that puts families first and rewards those who want to own and live in Lake Park.
- If Lake Park single-family homes become bought up by investors as rental properties, ADUs have the potential to have the opposite effect as an affordable housing tool, at which point they would have to be considered a failure under our justifying framework of Flexibility, Sustainability and Affordability.

Why ADUs in Lake Park?

- Affordability – for current owners, new buyers, and renters

- Flexibility – for multigenerational households, parents and young adults

- Sustainability – for community health and the environment

Possible Solutions: Existing ADUs

- The existing ADU problem essentially breaks down as follows: how do we identify existing ADUs for vesting, how do we handle multiple ADUs, and how do we ensure they're safe for habitation.
- One solution: we use built date (before 1963) as a proxy for determining if these structures were permitted and vest those before that date, subject to necessary upgrades.
- Another solution: amnesty / compliance program. Owners are asked to come forward and identify their units for the purposes of specific vesting subject to life-safety inspections and needed upgrades.
- Another solution: no specific ADUs are vested. Rather, going forward, all property owners are now allowed to build, or renovate, one ADU to meet code, insofar as possible. Multiple ADUs remain nonconforming above the entitlement of one.

Possible Solutions: Existing ADUs (cont.)

- West Palm Beach was able to verify vesting of existing nonconforming "accessory apartments" using building permit records.
- Palm Beach County: defers to standard existing nonconforming provisions.
- Delray Beach: legal nonconforming (i.e., permitted) "guest cottages" can remain and make improvements until torn down, at which point they'd have to meet (proposed) regulations. Uses without permits would be dealt with on a case by case basis; no compliance plan at this time.
- Lake Worth Beach: No blanket amnesty or special provisions. Defers to general existing nonconforming provisions.

Possible Solutions: Occupancy Standards

- The question of occupancy standards may be broader than an owner requirement or not.
- It could be rather than attempting to limit the occupancy, instead eliminating the new density allocation could be enough to deter speculation, with only one unit existing "on paper."
- Other novel policy mechanisms may need to be envisioned to achieve the desired effect of creating affordable housing targeted at extended families and rentals to friends.

Possible Solutions: Occupancy Standards

- Palm Beach County currently requires the owner to reside on site in the principal dwelling.
- West Palm Beach has no owner occupancy standard and allows both units to be rented.
- Delray Beach allows guest cottages to be used by family, live-in service providers, or nonpaying guests. Looking at further restricting occupancy in forthcoming ordinance.
- Lake Worth Beach has no occupancy restriction and allows these uses only in multifamily districts.

Possible Solutions: Density

- The density entitlement (or lack thereof) is an important aspect of the ADU policy.
- Anecdotally, staff is aware some investment entities make purchase decisions purely based on the number of units on the property.
- Adding an additional half unit of density to the single-family districts may conflict with these districts function as single-family districts.
- Omitting the half-unit entitlement would help reinforce the purpose of these areas as single-family homes with accessory living quarters and not duplexes (Palm Beach County utilizes this framework and also requires one utility meter per property).

Possible Solutions: Density

- Palm Beach County excludes accessory quarters and guest cottages from their density calculation. Previously, they used to have accessory dwelling “units” but changed it to quarters, which did not confer a unit entitlement.
- West Palm Beach includes accessory use in the density calculation
- Delray Beach: Does not include guest cottages in the density calculation.
- Lake Worth Beach: includes density in calculation, but does not allow ADUs in SF districts; duplex or triplex properties only.

Summary

- Existing Nonconforming: ADUs appear vested through building permit records. In our case, it may simply be best to refer to our existing nonconforming regulations and allow existing ADUs to come into compliance with the new code over time.
- Occupancy: There is some variety in local treatment of occupancy. It seems to breakdown as follows: where density is allocated, ADUs are treated like commercial (duplex) properties and have no rental restrictions whereas where density is not allocated they are treated like accessory uses for homeowners.
- Density: It seems where the intent is to retain the single-family character of a district, density is not calculated and ADUs are accessory uses (PBC, Delray Beach). If there is not an occupancy restriction, I would advise against adding a half unit entitlement to the SF districts. We may also need to change “Accessory Dwelling Unit” to “Accessory Dwelling Quarters” and clearly define these accessory uses as subordinate to and distinct from residential “units.”

Feedback

- Thank you for your continued attention and patience as we work through this policy.
- Some solutions to these issues may be easier than others, but given how far we've come, let's not compromise on our vision before the finish line. We have the opportunity to do something great and we are very close to realizing our vision.
- Time is of the essence however; legislators seem increasingly eager to compromise sound community planning principles. Lake Park needs to enact good policy before we are preempted.

Town Commission Open Discussion

Thank you for your time!

Exhibit B

Testimony Before Lake Park, FL Commission 9/03/2025:

Public Comment on Terminating the Relationship with Forest Development

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

I have previously appeared before you on several community issues, one of which focused on the Mayor, Commissioners, and Town Manager's gun violence safety, and another about the personal and professional value systems necessary for you to make difficult decisions. As a private resident, and as a leader of a local resident engagement nonprofit, I have strived to be of good faith, thoughtful, and empathetic, serving as your community partner.

Tonight, I will speak because I think we are soon at a cross-roads decision about P-3 and Forest Development, which in my view also encompasses consideration of the PADD project and Nautilus status. I seek a brave, value-driven Mayor or Commissioner to consider a motion I will suggest.

[Regrettably, I do not have the allotted time necessary to cite all *22* of my *Whereas* preambles – I expect they are essentially correct. They support my motion and are for you to digest]

1) *Whereas all remaining Developer projects fundamentally alter the character of the small town feel residents hold so dear.*
2) *Whereas it was widely reported in public media sites that the Lake Park Comprehensive Plan, several changes in zoning codes, and new levels of density for the Nautilus project were inappropriately waived to accommodate the developer. This holds true with the PADD proposal.*
3) *Whereas the town attorney does not recommend the changing of the purpose and intent of Ordinance 78-70 and associated State statutes as sought by the Developer.*
4) *Whereas the P-3 Comprehensive Agreement has been breached several times by Forest Development*
5) *Whereas critical path deadlines for P-3 were missed without formal extensions.*
6) *Whereas the P-3 agreement is a town-threatening 99-year lease with payments to the town for only 10.*
7) *Whereas the Developer has no apparent or known P-3 secured financing in place.*
8) *Whereas the town attorney, incorporating his vast experience in land planning and zoning, has regularly cited the challenges related to development of each Forest project.*
9) *Whereas the town attorney has publicly cited challenges related to the PADD project due to wastewater capacity.*
10) *Whereas the Developer achieves long term control over the P-3, 12-acre site for an entire century.*
11) *Whereas the marina project leaves little public space and parking.*
12) *Whereas the marina project proposed dock and fuel space satisfies the needs of only the wealthy citizens of Nautilus and large boats.*
13) *Whereas the town attorney has stated that the PADD project is not entitled to the height or density sought by the Developers application.*

14) *Whereas the PADD project establishes the unusual approach of allocating residential units b upon a basket or bucket of units, which does not provide equal opportunities for all property owners in the downtown area.*
15) *Whereas the town attorney has stated that the PADD projects are out of scale with the downtown.*
16) *Whereas the Developer has demonstrated poor lift station planning on the PADD project, to again request zoning waivers using an off property residential site.*
17) *Whereas the Developer is currently pumping 24/7 or intermittently, discharging dissolved and suspended solids into the lagoon at the marina.*
18) *Whereas Nautilus 220 has had Seven Clean Water Act violations in 2022 & 2025 for pumping into the lagoon.*
19) *Whereas the town attorney has deemed it reckless to have the Developer rely on a future Tri-Rail station for planning purposes around the PADD.*
20) *Whereas, some site plans, permits, and financing documentation are absent.*
21) *Whereas the Developer has threatened lawsuits if they don't achieve their for-profit goals.*
22) *Whereas the Developer has misrepresented their projects in social and mass media outlets.*

At the end of the day, how many reasons do we need to have all the stakeholders in this town endure the pain of working with Forest?

I encourage and suggest a motion: *"that Lake Park elected representatives and the Town Manager immediately cease all further negotiating, planning, and approval efforts with Forest Development projects of any sort". Or similar language.*

Mr. Mayor, Commissioners, this necessary motion may result in legal action. Do not fear short-term challenges in this regard, as compared to the long-term loss of control of the P-3 space, and the sacrifice of intelligent agreements that benefit the town, and our value system.

Leadership is not about power; it's about purpose. You were chosen to serve, not to sit — lead boldly!

Your decisions today will shape generations tomorrow and your title gives you authority, but your actions earn you respect. Act undaunted and inspire trust.

Rise to the moment — residents are counting on you. Be the voice of courage in an environment of compromise.

Development in Lake Park is indeed needed. Invite a firm with a background of proven competency... creative, innovative, and resident focused. No high-rises.

Thank you for your consideration.

Exhibit C

Commissioner

Item 2.

At the Aug 6, 2025 Commission meeting Forest Development's Peter Baytarian stated (at 8:02 on dais clock/ 1:33:00 on video timer):

" **We have never dumped waste water that's not DEP sort-of–approved into the marina**. The water is checked on twice a day. **We have no violations on that**."

I guess none of his staff told him that Nautilus 220 was issued a "Construction Stormwater-Letter of Violation/ Warning Letter" related to the Clean Water Act on March 21, 2025:

Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
CWA	ICIS-NPDES	FLR20FB32	Construction Stormwater - Letter of Violation/ Warning Letter	State	03/21/2025

Or that, according to the U.S. EPA Enforcement and Compliance History (ECHO) online database, while Nautilus 220 has not received any Facility-Level Status or Compliance Status violations, it HAS received SEVEN *"Single Event Violations"* from the State agency during its two inspections in 2022 & 2025. Three were found June 22, 2022 and four during the Feb 25, 2025 inspection. And two of those four in 2025 were repeat violations from 2022:

1) Failure to develop any or adequate Stormwater Pollution Protection Plan (SWPPP) /Stormwater Mgmt Program (SWMP) and

2) Failure to Properly Operate or Maintain Best Mgmt Practices (BMP).

The other two new 2025 violations were 3) Failure to Inspect and 4) Failure to Maintain Records.

Source: : EPA United States Environmental Protection Agency — Environmental Topics — ECHO Enforcement and Compliance History Online

https://echo.epa.gov/facilities/facility-search/results

Detailed Facility Report

Report Violation | Report Data Error

Facility Summary

NAUTILUS 220

220 LAKE SHORE DR, LAKE PARK, FL 33403

FRS ID: 110071178914

EPA Region: 04

Latitude: 26.7942

Longitude: -80.053

Locational Data Source: FRS

Related Reports

CWA Pollutant Loading Report

CWA DMR Exceedances Report

View Envirofacts Reports

Enforcement and Compliance Summary

Statute	Compliance Monitoring Activities (5 years)	Date of Last Compliance Monitoring Activity	Compliance Status	Qtrs with NC (of 12)	Qtrs with Significant Violation	Informal Enforcement Actions (5 years)	Formal Enforcement Actions (5 years)	Penalties from Formal Enforcement Actions (5 years)	EPA Cases (5 years)	Penalties from EPA Cases (5 years)
CWA	1	02/25/2025	No Violation Identified	0	0	1	-	-	-	-

Download Compliance History

- Download CWA Facility-Level Compliance History
- Download CWA Single Event Violation History
- Download CWA Permit Schedule Violation History
- Download CWA Compliance Schedule Violation History
- Download CWA Effluent Compliance History

A	B	C	D	E	F	G	H	I J K L M N O P Q R	S
SourceID	RegistryID	Statute	ValueType	ViolationDescription	NPDESViolationID	Agency	Qtr1Value		Qtr12Value
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to properly install/implement BMPs**	3.67E+09	State	06/22/2022		
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to develop any or adequate SWPPP/SWMP**	3.67E+09	State	06/22/2022		
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to properly operate and maintain BMPs**	3.67E+09	State	06/22/2022		
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to develop any or adequate SWPPP/SWMP**	3.68E+09	State	*Repeat Violation*		02/25/2025
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to properly operate and maintain BMPs**	3.68E+09	State	*Repeat Violation*		02/25/2025
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to Conduct Inspections**	3.68E+09	State			02/25/2025
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to Maintain Records**	3.68E+09	State			02/25/2025

SWPPP: Stormwater Pollution Protection Plan. **SWMP**: Stormwater Mgmt Program. **BMP**: Best Mgmt Practices

FPL has presented at several Commission meetings about upgrading current street lights with Phase I and with Phase II, which is installing additional poles and street lights with LEDs- I think 374 new lights & poles are to be installed throughout the town?

At the Nov 20 2024 Commission meeting Commissioner Hensley and Mayor Michaud said they wanted to get resident input regarding the placement of the new street lights, but during the May 21 2025 Commission meeting it sounded like those new light locations are set. In stone? Did I miss a survey or something? I never heard of an opportunity to voice my opinion on street light placement. Anyway,

Can you please ask FPL, when they provide their Phase 2 proposal, to also include the initial installation and operating cost differences

* between LEDs at 3000 Kelvin, which is what I think their Phase I proposal included, vs 2700 Kelvin. AND

* between Amber LEDs vs the standard White/Blue LEDs. AND

* street lights with & without shielding (to reduce skyglow and the adverse effect on humans, migrating birds & other wildlife, including pollinators) .

I drove down 7th street the other night, and the bright white glare from those street lights was bothersome.

A very good article regarding this issue is titled "**Illuminating Safety: Harnessing Dark Sky Lighting for Crime Prevention".** It was published by the Chicago International Dark Sky Association. It "explores the relationship between the 5 principles of Dark Sky lighting and **Crime Prevention Through Environmental Design (CPTED), and includes** "These simple approaches can lessen the opportunity for illicit activity and create a sense of security and quality of life in our communities." @ **www.idachicago.org/resources/illuminating-safety-harnessing-dark-sky-lighting-for-crime-prevention**

Another good article about this issue is at WLRN.org, titled "**LED streetlights are energy efficient, but are they environmentally friendly? It's complicated".** The article includes info of how other south Florida towns are addressing this issue with FPL.

Can you also please ask FPL what the different colored circles (green, orange, turquoise, & blue) mean in the maps on page 33 – 42 in the Commission Meeting Agenda packet for Nov 20, 2024? I can't find a legend for them. The maps are attached to Item # 8 "Resolution 104-11-24 Florida Power & Light (FPL) LED Lighting Agreement (Phase -1). " & titled

- Town of Lake Park - Dist Poles - Preliminary Design.pdf (22.47 MB)

Thank You.

Susan LaFontaine

Exhibit D

Town of Lake Park

Town Commission
Transmittal Hearing
Meeting Date: September 3, 2025

STAFF REPORT

Ordinance # 04-2025

Summary of Request

The Community Development Department is requesting the Town Commission consider on first reading Ordinance No. 04- 2025 to amend the Comprehensive Plan of Lake Park by 1) repealing all objectives and policies related to the Bioscience Research Protection Overlay (BRPO) contained in the Future Land Use Element and the Intergovernmental Coordination Element and 2) to remove the Bioscience Research Protection Overlay (BRPO) from the Future Land Use Map.

The recommended amendments to the Comprehensive Plan are basically "housekeeping items" as the Bioscience Research Protection Overlay (BRPO) established by an Interlocal Agreement (IA) between five north county municipalities and the County is no longer is existence.

Note: In the discussion that follows the Bioscience Research Protection Overlay (BRPO) will be referenced as the "Bioscience Overlay"

By state statute there is a specific process to amend Comprehensive Plans. If approved on first reading the amendments are transmitted to the state's Office of Economic Opportunity, which serves as the state planning agency, for review. This public hearing is considered the "transmittal hearing".

The bioscience amendments were adopted in 2008 to implement the Interlocal Agreement (IA) adopted by five north county municipalities and Palm Beach County as part of the initiative to bring The Scripps Research Institute to a site in Jupiter/Palm Beach Gardens. The IA also included the creation of a Bioscience Land Protection Advisory Board charged with insuring sufficient land continued to be available in northern Palm Beach County for the location of bioscience companies. The jurisdictions amended their Comprehensive Plans to reflect the bioscience initiatives.

The purpose of the Town's amendments was to encourage bioscience uses in the Town by adopting a Bioscience Overlay for industrial land uses, discourage rezoning to districts that would not include bioscience uses, and to coordinate with north county jurisdictions.

In June 2024, as the goals had basically been achieved, the Bioscience Advisory Board recommended that it be disbanded, and all parties signed an amendment to the IA, disbanding the board and ending the IA. Therefore certain objectives and policies in the Town's Comprehensive Plan are no longer relevant and may be repealed.

The "Bioscience Overlay" which will be removed is shown below:

From: ADOPTED FUTURE LAND USE MAP

BIOSCIENCE RESEARCH PROTECTION OVERLAY

The Bioscience Overlay covers portions of the Mixed Commercial and Light Industrial Categories, along with one area of the Public Buildings and Grounds Land Use.

BioScienceOverlay

MIXED COMMERCIAL AND LIGHT INDUSTRIAL

PUBLIC BUILDINGS & GROUNDS

The text sections proposed to be repealed are shown below and within the proposed ordinance in attachment A.

TO BE REPEALED:

FUTURE LAND USE ELEMENT

3.4.2 Objectives and Policies

From Objective 1:

Policy 1.10: The Town shall adopt and maintain land development regulations that provide incentives for bioscience research/biotechnology uses to encourage the clustering of that industry within the Town. and particularly within the Bioscience Research Protection Overlay (BRPO).

Policy 1.11: The Town shall ensure that an adequate amount of land is designated for bioscience research/biotechnology uses.

Objective 8

The Town shall implement a Bioscience Research Protection Overlay (BRPO) for the purpose of promoting bioscience research/biotechnology uses and shall discourage the conversion of those uses to retail or residential uses.

Policy 8.1: The types of uses encouraged within the BRPO shall include science/ biotechnology research uses and their supporting facilities; laboratories; other industrial uses including manufacturing uses; clinical research hospitals; and commercial retail or office uses that are accessory or ancillary to bioscience research/biotechnology uses. The Town's Land Development Regulations shall implement the encouragement of these uses.

Policy 8.2: The Bioscience Research Protection Overlay (BRPO) shall be depicted on the Town's Future Land Use Map and the Town's Official Zoning Map.

Policy 8.3 The Town shall encourage bioscience research/biotechnology uses as permitted uses within the Bioscience Research Protection Overlay (BRPO) so as to achieve, in coordination with the County and adjacent municipalities, a clustering of bioscience research/biotechnology uses, and thus to promote the intellectual exchange between researchers, scientists, students and others in the bioscience research/biotechnology industry workforce.

Policy 8.4: The Town shall adopt and maintain land development regulations that provide incentives for bioscience development and promote a predominance of bioscience research/biotechnology uses so as to develop a cluster of the industry within the BRPO

Policy 8.5: Those parcels of land whose future land use and zoning designations permit bioscience research/biotechnology uses, may not be rezoned, redesignated,

amended or otherwise converted to other commercial retail or residential uses, which are not clearly accessory or ancillary uses to bioscience research/ biotechnology uses without the supermajority vote of the Town Commission.

3.4.3 Future Land Use Classification System

Bioscience Research Protection Overlay (BRPO) – The area designated on the Future Land Use Map includes land that has been determined to be appropriate to accommodate bioscience research / biotechnology uses, as well as other intellectual knowledge-based industry sectors. *"Bioscience uses"* means those land uses that support science and biotechnology research, engineering and manufacturing such uses as laboratories, educational facilities and clinical research hospitals and accessory uses, including administrative office and retail uses. Limited residential uses, which support the bioscience cluster shall be considered bioscience uses.

INTERGOVERNMENTAL COORDINATION ELEMENT

Objectives and Policies

Objective 7:

To coordinate planning efforts with the municipalities of Jupiter, Riviera Beach, North Palm Beach, Palm Beach Gardens, Mangonia Park and Palm Beach County (the North Palm Beach County partners) in order to jointly identify land parcels in northern Palm Beach County which will provide opportunities for the development of bioscience research/biotechnology uses and will help secure those parcels against conversions to retail, commercial or residential land-use designations.

Policy 7.1: Develop a unified vision in coordination with the North Palm Beach County partners and assign a Bioscience Research Protection Overlay (BRPO) to land parcels within the Town in order to provide opportunities for bioscience research/biotechnology uses.

Policy 7.2: To assure greater cooperation with the North Palm Beach County partners, the Town shall maintain its representation on the Bioscience Land Protection Advisory Board (BLPAB) as set out in the Interlocal Agreement to ensure the protection of bioscience uses within the BRPO.

Removal of the Overlay does not change permitted uses and removal of objectives and policies will not prohibit or discourage bioscience uses in the industrial districts. Both the CLIC-1 and C-4 zoning districts include broad categories such as “research, experimental or testing labs” or “research and development” which would include bioscience related businesses. The C-4 zoning district includes “bioscience” as a permitted use. The amendment will facilitate any necessary land use

or zoning changes in the industrial districts since, as required by the IA Future Land Use policy 8.5 requires a 2/3 vote of the Town Commission (rather than a simple majority) to change industrial land uses in the Overlay.

The Planning and Zoning Board, sitting as the Local Planning Agency held a Public Hearing on August 4. The Board voted unanimously to recommend approval of the ordinance to the Town Commission. No public input was received at the meeting.

Background

In March 2006 five north county municipalities and Palm Beach County entered into an Interlocal Agreement (Attachment B) to create a Bioscience Land Protection Advisory Board (BLPAB) and to amend their Comprehensive Plans to establish bioscience overlays to encourage the location of bio-science related companies and to protect industrial lands from being converted to uses that would not allow bioscience.

These actions were required as part of the effort to convince The Scripps Research Institute (TRSI) and the State of Florida to locate at a site in Jupiter (Abacoa) and Palm Beach Gardens (Briger). The State of Florida had been engaged in an aggressive effort to convince TRSI to open a Florida headquarters to augment its existing facility in La Jolla California. The north county site was actually an alternative to another location in Palm Beach County favored by then Governor Bush. The north county jurisdictions agreed among themselves to work together in a unified fashion to bring bioscience to the area.

In order to qualify as an alternative site, two conditions had to be met: 1) 100 acres with the potential for two million square feet of floor area for TSRI had to be provided and, 2) documentation/assurances that the north county area could accommodate an additional six million square feet of floor area for a bioscience/biotechnology cluster within a five-mile radius of the Abacoa/Briger site.

Therefore, the Town of Lake Park, together with the Town of Jupiter, the City of Palm Beach Gardens, Town of Mangonia Park, City of Riviera Beach, and Palm Beach County entered into an interlocal agreement that created the Bioscience Land Protection Advisory Board (BLPAB) to work jointly to preserve sufficient industrial land to meet the requirement. The IA required that each jurisdiction establish a Bioscience Research Protection Overlay in their respective Comprehensive Plan with related policies. In order to discourage conversion of industrial lands, a super majority vote of the Town Commissioners was required to change the land use in the Overlay.

Subsequently the Town of Lake Park in 2008 adopted the text amendments to the Future Land Use Element and the Intergovernmental Coordination Element of the Comprehensive Plan.

The north county was successful in attracting Scripps and the world renowned Max Planck Institute, which led to the location of other bioscience companies and various spin-offs in the county as a whole. However, it did not lead to any new locations in Lake Park. Bioscience users were primarily interested in large tracts of vacant land or new industrial parks, thus most properties in Lake Park were not pursued by these companies. A 13 acre vacant parcel on Congress was lost when it was purchased by the US Government for an Army Reserve facility. As a federal facility it was exempt from local government regulations and the overlay could not be applied.

As the original purpose of the IA had been accomplished and with the reduced demand for additional bioscience research uses, on January 22, 2024, the Bioscience Land Protection Advisory Board (BLPAB) voted unanimously to sunset the Interlocal Agreement. In June, the five municipal parties and the County signed an amendment to the Original Interlocal Agreement which terminated it. (Attachment C)

Data and Analysis

This section provides background information regarding the proposed amendment, and consistency of the proposed changes with the Comprehensive Plan as required in the State review process for amendments.

Impact of Proposed Amendments

In Lake Park the Overlay consists of 200+ acres of land covering portions of the Mixed Commercial and Light Industrial Land Use Categories (which are implemented by the C-4 and CLIC-1 Industrial Zoning Districts), along with one area of the Public Buildings and Grounds Land Use. The lands within the Overlay areas the generally located north of Silver Beach Road, east of W Killian Drive, south of commercially designated parcels on Northlake Boulevard and west of Old Dixie Highway

The amendment would delete the Overlay from the Future Land Use Map; there would be no change to the underlying land use categories or zoning district uses.

Removal of the all the Objectives and policies will not prohibit or discourage bioscience uses in the industrial districts. Both the CLIC-1 and C-4 include broad categories such as “research, experimental or testing labs” or “research and development” which would include bioscience related businesses. The C-4 zoning district includes “bioscience” as a permitted use.

Implications for Town’s Land Development Regulations (LDRs) – none

No associated amendments to the Town LDRs are necessary. The Town did not adopt a bioscience zoning overlay. The Town’s LDRs already provided for bioscience type uses.

Consistency with the Comprehensive Plan

Future Land Use Element

Policy 1.5: ***The Town shall encourage development and redevelopment activities which will substantially increase the tax base.***

The amendment is consistent with this policy as it does not eliminate any potential bioscience uses, and actually may make it easier for other non-bioscience companies to locate or rezone properties that were in the Overlay.

Repeal of policy 8.5 will provide greater flexibility to the Town Commission, as it requires a supermajority of the Town Commission to rezone or otherwise convert lands in the Overlay to commercial retail or residential uses which are not clearly accessory or ancillary uses to bioscience research/ biotechnology uses

The deletion of the Overlay does not change the Industrial future land uses which primarily exist in Overlay. Therefore, the opportunity for the retention or development of new research and development would not be impacted by this amendment. The amendments are consistent with the policy.

Private Property Rights Element:

The proposed amendment is consistent with the Property Rights Element as it does not remove any uses currently allowed in the Land Use Category or that would be allowed under the Overlay.

It does not impact a property owner’s “the right to use, maintain, develop, and improve their property for personal use or the use of any other person, subject to state laws and any countywide or town land development regulations or ordinances.” (Policy 1.2)

Legal Notice and Intergovernmental Requirements

Legal Notice: Legal notice requirements have been met for the transmittal hearing, as the Town published a display ad in the July 25, 2025 Palm Beach Post. This is required by State Statute and Town Code. The notice is included as Attachment E.

Intergovernmental Plan Amendment Review Committee (IPARC):

On July 24 the proposed amendments were sent to IPARC, which is an Interlocal clearinghouse to distribute the amendments to adjacent jurisdictions, the School District and the Treasure Coast Regional Planning Council, to provide the opportunity to comment on Comprehensive Plan amendments. To date no comments have been received.

State-mandated Business Impact Estimate: included as Attachment D.

State Review at Transmittal Stage

Following first reading, the proposed amendments will be sent to the Florida Department of Economic Opportunity (State Land Planning Agency) and other agencies set by State Statute for review and comment.

Following receipt of any comments the Town Commission can adopt the ordinance on second reading.

Local Planning Agency Recommendation

The Planning and Zoning Board, sitting as the Local Planning Agency held a Public Hearing on August 4. The Board voted unanimously to recommend approval of the ordinance to the Town Commission. No public input was received at the meeting.

The Board concurred with the staff finding that “The removal of the all the Objectives and policies will not prohibit or discourage bioscience uses in the industrial districts, as the two zoning districts include sufficient language for such uses. Removal will provide greater flexibility for the Town. Given that the Overlay has not been productive for the Town of Lake Park staff recommends the removal of all Comprehensive Plan references to the Overlay, including removal from the Future Land Use Map.”

Recommended Motion:

I move to approve Ordinance No.04-2025 on first reading to amend the Comprehensive Plan of the Town of Lake Park by repealing all objectives and policies related to the Bioscience Overlay contained in the Future Land Use Element and the Intergovernmental Coordination Element and to remove the Bioscience Overlay from the Future Land Use Map,

AND to transmit the proposed amendments to the Florida Office of Economic Opportunity for review as required by Statute.

Attachments: A: Proposed Ordinance
B: Original Interlocal Agreement
C: Amendment to Interlocal Agreement
D. Business Impact Statement
E. Legal Notice

Exhibit E

ALL APPLICATION FEES ARE COLLECTED UPON SUBMITTAL

Exhibit "A" Master Fee Schedule

Community Development

Building Permit Fees The Permit Fee Schedule shall be based on total valuation as follows:		
No.	**TYPE OF FEE**	**FEE**
	Base Fee for all Zoning Reviews ~~Only (for example commercial paint permits, or landscape permits)~~ and for Telecommunication permit applications.	$100 (State surcharge does not apply)
	Minimum Permit Fee up to $2,499.00 in value	$1~~0~~50.00
	$2,500.00 ~~– $999,999.00~~and up.	$15~~0~~0.00 plus 2.~~35~~0% of permit value
	~~$1,000,000 and up~~~~Technology Fee (In addition to base fees for permits valued at $2,500 and up only)~~	~~$100.00 plus 1.00%~~
If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge.		
	Inspection Fee	$100~~40~~.00
All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a $100~~40~~ inspection fee PER inspection will be assessed		
	Re-inspection Fee	$100~~75~~.00
	Low-Voltage alarm system permit or low-voltage electric fence	As defined by Florida State Statue
	Additional Permit-Related Fees	
	Permit Revision Administrative Fee utilizing the same Permit number	$~~50~~75.00
	Sub-Permit Administrative Fee	$~~50~~75.00
	Administrative Fee for Permit Renewal/Reissuance	$~~60~~75.00
ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge. Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract Retaining Private Providers for plan reviews and building code services: A permit applicant is entitled to retain a private provider. A letter request must be provided to the Town's building official at permit application and shall be subject to building official approval. All records must be retained by the permit applicant and made available to the Town's staff, building official or inspectors when requested. A permit applicant who retains private providers for plan reviews and other building code services, are required to pay 80% of the permit fee (instead of the entire fee).		

Information Technology Fee for all department applications that are processed electronically: Fee collected to off-set a portion of the costs associated with configuration and upkeep of computer hardware and software programs, repair, replacement, upgrades, and other information technology improvements: 3% of permit fee, and 3% of application fee for all other electronic applications, minimum of $10 for all applications.

	PERMIT PENALTIES Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.	
	~~**MOVING PERMIT FEES:**~~ ~~For the moving of any building or structure exceeding 500 Sq. Ft the Permit Fee shall be:~~	~~$500.00~~
	CONTRACTOR REGISTRATION FEES: With Palm Beach County registration with a "W" designation	$2.00
	All Other Contractors	$10.00
	SIGN PERMIT FEES: ~~Minimum Permit Fee up to $ 3,000.00 in value~~	~~$100.00~~
	~~$3,000.00 and up in value~~ All signage, except as otherwise listed	$200.00
	Window/Door Signage and Temporary Signage, including real estate signage (per store window ~~frontage~~)	$50.00
	DEVELOPMENT REVIEW FEE SCHEDULE	
1	Abandonment of rights of way	$1,800.00
2	Abandonment of easements	$1,500.00
3	Appeal of Administrative Decisions	$1,000.00
4	Comprehensive Plan text amendment	$2,500.00
5	Comprehensive future land use map change, small and large	$3,000.00
6	Development of Regional Impact	$5,000.00
	a. Annual report review	$500.00
7	Development Approval extension	$1,500.00
8	Development Pre-Application Meeting	$200.00
9	Developer Agreements	$1,500.00
10	Planned Unit Development	
	a. Master Plan approval	$2,~~00~~850.00
	b. Modification of an approved Master Plan	$~~1,000~~2,300.00
	c. Per waiver request	$250.00

11	Site plan, nonresidential or residential multi-family 6 units or greater	
	a. 0-14,999 square feet (structure size)	$2,000.00
	b. Greater than 14,999 square feet (structure size)	$4,000.00
	c. Per waiver request (if applicable)	$250.00
12	Site Plan residential within Mixed-Use projects (in addition to nonresidential fees)	
	a. Base fee	$1,500.00
	b. Additional fee, after the initial 10 units	$ 10.00 per unit
13	Special Exception or Conditional Use, nonresidential and residential (one use per application)	
	a. 0-14,999 square feet (structure size)	$1,65~~5~~00.00
	b. Greater than 14,999 square feet (structure size)	$3,000.00
14	Variance or Waiver, nonresidential	$1,~~00~~250.00
15	Variance or Waiver, residential principal structure	$750.00
16	Zoning code text amendment	$2,500.00
17	Zoning map amendment	$2,500.00
18	Zoning determination letter	$17~~2~~5.00
19	Zoning Confirmation Certificate	$125.00
20	Zoning Inspection (inspection of premises – per housing unit, or flat fee for commercial). Maximum $500 for multiple housing units.	$50.00
21	Home Occupation Zoning Confirmation Certificate	$125.00
22	Special Event Permit (non-profit or individual not affiliated with for-profit entity)	$50.00
23	Special Event Permit (commercial/for-profit entity)	$100.00
24	Minor Replat/Plat	$~~500~~1,250.00
25	Telecommunications Tower Pre-application permit	$100
26	Telecommunications Tower/Co-Location Application	$100
27	Certificate of Appropriateness; Designation/De-designation; or Ad Valorem Tax Exemption for historic property (Historic Preservation)	$200.00
28	Site Plan or Development Approval Amendment	$500.00
29	Fine Reduction or Waiver Request Application – Code Compliance	$100.00
30	Time Extension Application – Code Compliance	$100.00
31	Out of Town/Mobile Vendor ~~Business Registration Application~~Zoning Review	$50.00
32	~~Annual Out of Town/Mobile Vendor Fee~~Voluntary Annexation	~~$250.00~~$1,250
33	Annual Bank Registration Fee	$150.00

34	Unity of Title	$500.00
35	Alcohol License Review	$100
36	Address Assignment/Revision Fee	$100

Recovery of additional costs. In addition to the afore-stated fees, the Town may, in addition to the applicable application fee, recover the costs referenced below, including, but not limited to, the following:

1) Consultant fees incurred by the Town, whenever the Town deems it necessary to retain an outside consultant, or additional services, to assist Town staff in the review and processing of applications for approval, such as the review and analysis of property appraisals, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, telecommunications facility siting, and any other documents, studies, data, reports and other materials.
2) Attorney's fees incurred by the Town Attorney or other legal counsel retained by the Town in connection with the review and processing of an application listed herein, and the preparation and/or review of legal documents.
3) Costs incurred by the Town in connection with advertising, publication, and mailing of legal notices for public hearings, workshops, or other public meetings; recording fees for the cost of recording instruments in the public records of Palm Beach County.
4) In the event that at the time an application is received by the Town, additional costs are reasonably anticipated by the Town to be incurred by the Town, the Town may require the applicant as a condition precedent to processing the application, to deposit an amount estimated by the Town's Community Development Director, to be a sufficient cost deposit. Any monies provided to the Town as a cost deposit, shall be placed into an escrow account created by the Town. After the application is closed out, the Town shall refund any unused cost deposit funds to the applicant.
5) The minimum cost deposit shall be $1,500 or a greater amount if deemed necessary by the Town's Community Development Director to cover all anticipated expenses, whichever is greater.

Code Section	**FINE FEES** **Violation Description** **An administrative cost of $10 will be added to all parking-related fines listed on this schedule to recover enforcement tracking software costs charged by the Clerk of the Court.**	**Fine**
10-31 and 10-32	Nuisance	$100.00
10-153 and 10-154	Noise disturbance 1st Offense 2nd Offense (minimum of 30 minutes following the 1st offense and within the same 24-hour period) 3rd Offense and every subsequent offense occurring a minimum of 30 minutes after the 3rd offense and within the same 24-hour period after the 1st Offense)	$250.00 $350.00 $450.00
16-3	Unlawful trespass on public land	$125.00
18-61 11-14	Domestic animals prohibited in park Dogs running at large prohibited - leash required	$50.00
18-85	Violation of permit terms for use of park	$50.00
18-81	No permit for special event	$250.00
20-32	No permit for garage sale	$50.00

24-34	Illegal roll-off (residential)	$250.00
24-74	Illegal roll-off (commercial)	$250.00
24-8	Illegal dumping / littering	$250.00
24-39	Overloaded sanitation container (Residential)	$50.00
24-78	Overloaded sanitation container (Commercial)	$50.00
30-2 31-9	Prohibited parking Blocking Parking Aisles in the Marina	$100.00 $100.00
30 -33	Commercial loading and unloading	$250.00
30 -35	Parking commercial vehicle in residential area	$125.00
32 -57	Illegal watering 1st offense	$50.00
32 -57	Illegal watering 2nd offense	$250.00
32-57	Illegal watering 3nd or more offense	$500.00
34-6	Hatracking; tree topping	$250.00
70-32	Sign code violation (Town-wide)	$125.00
2-320	No out of Town Business Registration	$50.00
70-103(1)(c)	Garage/Yard Sale Signage Violation	$50.00
76-95	Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee	$100.00 per violation

Finance

Dishonored Checks	$25.00 Face Value up to $50.00
	$30.00 Face Value $50.01 - $300.00
	$40.00 Face Value $300.01 - $800.00
	Or
	5% of Face Value if over $800.00
Service Fee structure in accordance with Florida State Statues 166.251 and 832.05	

Harbor Marina

Slip Leases DOCKAGE (calculated at Vessel Length Overall; Greater of Vessel Length or Slip Length)		**Fee**
Annual (12 month minimum – Rate/Month)	Per Foot	$30.00/ft
E Dock Special (Less than 30')	Per Month	$~~600.00~~/ft 660
35' Floating Dock 36' - 44' 45'- 49' 50'- 59' 60' +	Per Foot $33.75 per ft $34.50 per ft $36.00 per ft $37.50 per ft	$~~33.00~~/ft $34.50
Charter Annual		$~~34.50~~/~~ft~~ $40.00
~~Commercial (requires a minimum lease of 8 slips)~~ REMOVE		~~$31.00/ft~~
Seasonal (Rate/Month)		
Summer Monthly – May 1 to October 31		$33.00/ft

Winter Monthly – November 1 to April 30	$40.50/ft
Transient (Rate/Day)	
Summer – May 1 to October 31	$3.50/ft
Winter – November 1 to April 30	$4.00/ft.
Utilities – Lease (water/garbage/electric) mandatory fee	
110/30amp (Extra Cord Add $40)	$115.00/mo.
220/50amp (Extra Cord Add $80)	$160.50/mo.
Utilities – Transient (water/garbage/electric) mandatory fee	
110/30amp (per day per cord)	$10.00/day
220/50amp (per day per cord)	$15.00/day
Boat Ramp Fees	
Daily Boat Launch	$10.00
Overnight Parking (Per Night)	~~$37.00~~ $40.00
Annual Pass	$210.00
Semi-Annual Pass	$105.00
Commercial Pass	$500.00
~~Monthly Boat/Trailer Storage (Rate/Month)~~	Remove
~~Boat/Trailer to 30'LOA No longer offer due to reduced parking~~	NA Remove
~~Boat/Trailer Greater than 30'LOA No longer offer due to reduced parking~~	NA Remove
~~Jet Ski single No longer offer due to reduced parking~~	NA Remove
~~Jet Ski double No longer offer due to parking restrictions~~	NA Remove
Miscellaneous Fees	
Overnight Vehicle Parking (non-leaseholder)	$~~13.00~~ $15.00 per night
Lost Key Replacement	~~$25.00~~ $35.00
Pump out	$5.00
Water Tank Fill	$10.00
Water Tank Fill (50 gal plus)	$15.00
Port Charge	$20.00$25.00
Port Charge (50' LOA plus)	$30.00$35.00
Port Charge Charter / Commercial – Any size	~~$50.00~~ $55.00

Library

Item	Fee
Library Cards ~~initial library card at registration~~	~~No charge~~
Initial library card at registration	No charge
Replacement card	$3.00

Copies	
Black and white per page	$ .15
Color	$ .50
~~Replacement of Barcode~~Printing	~~$1.00~~
~~Replacement of RFID Tag~~Black and white per page	$~~1.00~~ .15
Repairs & Replacement	At cost per book, same edition, same publisher. Additional $5.00 per book for cost of labeling and other materials related to cataloging and bar code process
Replacement of volumes for multiple volume sets	Minimum $20.00 per volume
Fax	
Per page within the United States	$ .50
Per page international	$2.00
Scan document to USB or Email	
Per page	$ .05
Rebind or recover	$10.00
Repair items – usability to be judged by staff	
Torn page per page – paper/book can be repaired using archival tape or glue to original usability	$2.50
Torn page per page – part of paper/book missing – cannot be repaired to original usability	Must be replaced
Repair book hinge	$5.00
Replace text block – repair book hinges	$10.00
Re-glue text to spine in perfect binding	No charge
Re-glue text to spine in perfect binding – sections of book missing	Must be replaced
Part of item missing – usable without part	$5.00
Part of item missing – not usable without part	Must be replaced
Item defaced – item can be repaired to original usability	$5.00
Item defaced – item cannot be repaired to original usability	Must be replaced
Returned with unknown substance on item – substance can be removed without damaging the book	$5.00
Returned with unknown substance on item – substance cannot be removed without damage	Must be replaced
Returned with potentially hazardous material or insects in/on item	Must be replaced
Water damage	Must be replaced
Digital & Audio Media	

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Replacement	~~At cost, $20.00 minimum~~
Barcode	$1.00
RFID Tag	$1.00
Books	At cost per book, same edition, same publisher. Additional $5.00 per book for cost of technical processing.
Digital & Audio Media – DVD, BluRay, CD, and other similiar	At cost per media, same edition, same publisher. Additional $5.00 per media for cost of technical processing.
~~Laptop Replacement:~~ Electronic device – Laptops, tablets, and other similiar	At cost per ~~laptop~~device, same brand and model. Additional $50.00 per ~~laptop~~electronic device ~~-~~for cost of technical processing~~labeling and other materials related to cataloging, bar code processing and ability to be used in the kiosk~~
~~Repair to damaged item~~Electronic device accessories	~~$10.00~~At cost per accessory, same brand and model. Additional $5.00 per accessory for cost of technical processing
Hotspot	
Case ~~Replacement Fee~~	$20.00
Charger Cord ~~Replacement Fee~~	$5.00
Hotspot Device ~~Replacement Fee~~	$100.00
Laminated Instructions	$2.00
USB Wall Charger	$5.00
Refunds – No refund if item found after four (4) days	

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Replacement charges paid for any lost item, shall be refunded upon return of the item in good condition within four (4) days of payment.	
Processing fees are not refundable	
Laminated Instructions ~~Replacement Fee~~	$2.00
USB Wall Charger ~~Replacement Fee~~	$5.00
Fax	.50 per page within the United States
Fax International	$2.00 per page
Scan paper to USB or Email	.05 per page
~~Hotspot~~	
~~Case Replacement Fee~~	~~$20.00~~
~~Charger Cord Replacement Fee~~	~~$5.00~~
~~Hotspot Device Replacement Fee~~	~~$100.00~~
~~Laminated Instructions Replacement Fee~~	~~$2.00~~
~~USB Wall Charger Replacement Fee~~	~~$5.00~~

Public Works

Stormwater Fees	
Equivalent Stormwater Unit (ESU) Rate	~~$32.16~~$40.52
Residential Property (Annually)	~~$385.92~~$486.26
~~Commercial Property (Annually)~~Commercial Property/Non-Residential Property (Annually) Calculated based on each property's Runoff Area (AR) using the following formula: AR = AB + AOI + (0.25 x AP) Where: AP = Building Area (sq.ft.) AOI = Other Impervious Area (sq.ft.) AP = Previous Area (sq.ft.)	~~$32.16$40.52 x property's impervious area (in square feet).~~ Annual Fee = # of ESUs x 12 x $40.52
Sanitation Fees	
Annual Assessment per unit – single-family	~~$393.86~~$405.68
Mobile home	~~$393.86~~$405.68
~~Multi-family less than 5 units/bldg.~~ Multi-family (fewer than 5 units per building)	~~$393.86~~$405.68
~~Multi-family more than 4 units/bldg.~~ Multi-family (5 or more units per building)	~~$0.00~~ Classified as commercial and billed based on total container capacity (in cubic yards) and service frequency, in accordance with the Commercial Dumpster Collection & Disposal Rate Schedule.

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Special Pickups	
Large vegetation piles greater than ten (10), but less than twenty (20) cubic yards	$70.00
Large vegetation piles greater than twenty (20) cubic yards, per truck load	$70.00, plus cost of disposal
Non-containerized household trash greater than ten (10), but less than twenty (20) cubic yards	$70.00
Non-containerized household trash greater than twenty (20) cubic yards, per truck load	$70.00, plus cost of disposal
Special Pickup Charge – in addition to special pickup and other charges, there will be an additional fee when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the "Base Level of Service".	$50.00
Late fee per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill	$16.50 or 1.5% (whichever is greater)
Dumpster service removal and reinstatement	
First offense	$110.00
Second offense	$220.00
Third and subsequent offense	$550.00
Collection – account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition	
Additional 96-gallon garbage cart set-up fee – single-family. Requires x2/week service and monthly billing per .5 CY commercial rate.	One time set-up fee of $85.00 and a monthly fee of $16.41
Single-family residential properties utilizing five (5) or more 96-gallon garbage carts shall be reclassified as commercial sanitation accounts due to the volume and frequency of service required. Each 96-gallon cart shall be considered equivalent to 0.5 cubic yards (CY) of container capacity. The applicable monthly fee will be calculated based on the Town's Commercial Dumpster Collection & Disposal Rate Schedule, corresponding to the total cubic yardage and service frequency requested.	Monthly Rate = Number of Carts × 0.5 CY × Rate per CY (based on service frequency)
Commercial Property Assessment	
Commercial class – Low generator class	$0.018
Medium generator class	$0.066
High generator class	$0.235
Non-generator class	$0.018
The above schedule is applicable to annual assessment calculated on the basis of the Palm Beach County Solid Waste Authority (SWA) waste generation data/property/year.	
Agricultural Class	
0 – 10 acres	$59.13
11 – 99 acres	$5.92/acre

100 + acres	$591.25
Commercial dumpster collection & disposal rate chart	
1X 2X 3X 4X 5X .5CY N/A ~~74.71~~$76.95 N/A N/A N/A 2CY ~~149.41~~$153.89 ~~298.83~~$307.79 ~~448.2~~$461.694 ~~597.65~~$615.58 ~~747.07~~$769.48 3CY ~~224.12~~$230.84 ~~448.24~~$461.68 ~~672.36~~$692.53 ~~896.48~~$923.37 ~~1120.60~~$1,154.22 4CY ~~298.83~~$307.79 ~~597.65~~$615.58 ~~896.48~~$923.37 ~~1195.31~~$1,231.17 ~~1494.13~~$1,538.95 6CY ~~448.24~~$461.68 ~~896.48~~$923.37 ~~1344.72~~$1,385.06 ~~1792.96~~$1,846.75 ~~2241.20~~$2,308.44 8CY ~~597.65~~$615.58 ~~1195.31~~$1,231.17 ~~1792.96~~$1,846.75 ~~2390.61~~$2,462.33 ~~2988.27~~$2,988.27	
The above schedule reflects the Town's current collection rate	~~$14.35~~$14.78 per cubic yard of container
Plus, the Palm Beach County Solid Waste Authority's (SWA) current year disposal rate of	$2.814 per cubic yard
Total collection and disposal rate equals	~~$17.24~~$17.59 per cubic yard
The SWA calculates non-compacted garbage and trash to weigh 134 pounds per cubic yard and charges:	$42.00 per ton for disposal
134 lbs. per cubic yard X $42.00 per ton / 2000 lbs. per ton equals	$2.814 per cubic yard disposal fee
Special pickups – customer must call for special pickup	
Commercial dumpster special pickup rate chart	
2CY → ~~$57.54~~$59.27 3CY → ~~$71.88~~$73.95 4CY → ~~$86.23~~$88.82 6CY → ~~$114.93~~$118.38 8CY → ~~$143.62~~$147.93	
Assigned Dumpster	~~$14.35~~$14.78 per cubic yard container capacity
(~~$14.35~~ $14.78collection rate + $2.814 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year.	
In addition to the ~~$17.24~~$17.59 per cubic yard rate, there will be an additional	$30.00
Commercial Dumpster Locking Device Installation	$100.00

Other Fees	
Application for Traffic Calming Measures	$50.00
Right-of-way Permit Application **Moved to Community Dev.	-2% of the total estimated project cost or a minimum of $75.
Swale Planting Permit Application	$100.00

Special Events Department

Town Events	
Food Vendors	$50.00
Business Vendors	~~$25.00~~ $50.00
Art & Craft Vendors	$20.00
Non-Profits	$0.00
Facility Rentals	
Mirror Ballroom	
Refundable Security Deposit	$500.00
Resident Rate	~~$100.00~~ $125.00 per hour
Non-Resident Rate	~~$130.00~~ $175.00 per hour
Staff Fee	~~$30.00~~ $40.00 per hour
Cleaning Fee	~~$125.00~~ $150.00
Kelsey Park Indoor Pavilion	
Refundable Security Deposit	$250.00
Resident Rate	~~$90.00~~ $75.00 per hour
Non-Resident Rate	~~$120.00~~ $100.00 per hour
Staff Fee	~~$30.00~~ $40.00 per hour
Cleaning Fee	~~$125.00~~ $150.00
Kelsey Park South Pavilion	
Refundable Security Deposit	$100.00
Resident Rate	$50.00
Non-Resident Rate	$75.00
Kelsey Park Playground Pavilion	
Refundable Security Deposit	$100.00
Resident Rate	$100.00
Non-Resident Rate	$125.00
Kelsey Park North Pavilion or West Ilex Park Pavilion	
Refundable Security Deposit	$100.00
Resident Rate	$40.00
Non-Resident Rate	$65.00

Blakely Commons Gazebo	
Refundable Security Deposit	$200.00
Resident Rate	$50.00 per hour
Non-Resident Rate	$75.00 per hour
Lake Park Harbor Marina, Kelsey Park (East and West)	
Refundable Security Deposit	~~$1,500.00~~ $2,000.00
Resident Rate	$500.00
Non-Resident Rate	$600.00
Restroom Cleaning Fee	$150.00
Restroom Attendant Fee	$25.00 per hour
Summer Camp	
Resident Rate	~~$200.00~~ $250.00 per session
Non-Resident Rate	~~$250.00~~ $300.00 per session
Extended Care	~~$80.00~~ $100.00 per session
Bert Bostrom Park	
Refundable Security Deposit	~~$500.00~~ $2,000.00
Field Rental Fee	~~$10.00~~ $20.00 per hour
Light Fee	~~$20.00~~ $30.00 per hour
Game Day Fee	~~$200.00~~ $500.00
Staff Fee	~~$30.00~~ $40.00 per hour
Restroom Cleaning Fee	$150.00
Restroom Attendant Fee	$25.00 per hour
Recreation Programs	
Kids (ages 4-17)	$50.00 per session
Adults (ages 18 and up)	$50.00 per session
Instructor Fee	~~$20.00~~ $25.00 per hour
Tennis and Pickleball Courts	
Special Event Refundable Security Deposit	$1,000.00
Special Event Resident Rate	$500.00
Special Event Non-Resident Rate	$600.00
Court Rental Fee Resident Rate	$10.00 per hour
Court Rental Fee Non-Resident Rate	$20.00 per hour

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Town Clerk

Lien searches – includes code violations, open building permits, & Sanitation services	$100.00 standard $150.00 rush (within 24-hr.)
Public Records Request	$0.15 per copy
	$0.20 double sided copy

Town of Lake Park

Property, Casualty & Workers' Compensation Insurance

2025-2026 Renewal Evaluation

Exhibit F

	CURRENT			RENEWAL			RENEWAL ALTERNATIVE #1		
	2024-2025 Florida Municipal Insurance Trust			2025-2026 Florida Municipal Insurance Trust			2025-2026 Florida Municipal Insurance Trust		
Coverage Type	**Deductible**	**Coverage Limits**	**Premium**	**Deductible**	**Coverage Limits**	**Premium**	**Deductible**	**Coverage Limits**	**Premium**
Property	$5,000 AOP; 10% NS	$22,491,926	**$279,942**	$5,000 AOP; 10% NS	$22,832,210	**$245,038**	$5,000 AOP; 5% NS	$22,832,210	**$279,978**
Inland Marine	$500/$1,000	$1,312,321	Incl in PR	$500/$1,000	$1,312,321	Incl in PR	$500/$1,000	$1,312,321	Incl in PR
Flood	BCX: $5,000; AV: NFIP Limit	$5,000,000	Incl in PR	BCX: $5,000; AV: NFIP Limit	$5,000,000	Incl in PR	BCX: $5,000; AV: NFIP Limit	$5,000,000	Incl in PR
Business Interruption	$0	$250,000	Incl in PR	$0	$250,000	Incl in PR	$0	$250,000	Incl in PR
Equipment Breakdown	$5,000	$22,491,926	Incl in PR	$5,000	$22,491,926	Incl in PR	$5,000	$22,491,926	Incl in PR
Crime			Incl in PR			Incl in PR			Incl in PR
Employee Theft	$1,000	$100,000		$1,000	$100,000		$1,000	$100,000	
Computer Funds Transfer	$1,000	$50,000		$1,000	$50,000		$1,000	$50,000	
Forgery & Alteration	$1,000	$50,000		$1,000	$50,000		$1,000	$50,000	
Position Bond	$1,000	$250,000		$1,000	$250,000		$1,000	$250,000	
General Liability	$25,000	$2,000,000	**$65,222**	$25,000	$2,000,000	**$85,337**	$25,000	$2,000,000	**$85,337**
Deductible Stoploss	N/A			N/A			N/A		
Employment Practices & Public Officials Liability	$25,000	$2,000,000	Incl in GL	$25,000	$2,000,000	Incl in GL	$25,000	$2,000,000	Incl in GL
Cyber Liability	$25,000	$1,000,000	**$2,472**	$25,000	$1,000,000	**$2,595**	$25,000	$1,000,000	**$2,595**
Auto Physical Damage	$25,000	Per Schedule	**$14,145**	$25,000	Per Schedule	**$15,005**	$25,000	Per Schedule	**$15,005**
Deductible Stoploss	$75,000			$75,000			$75,000		
Auto Liability	$25,000	$2,000,000	**$37,157**	$25,000	$2,000,000	**$45,176**	$25,000	$2,000,000	**$45,176**
PIP	$0	$10,000	Incl in AL	$0	$10,000	Incl in AL	$0	$10,000	Incl in AL
Medical Payments	$0	$5,000	Incl in AL	$0	$5,000	Incl in AL	$0	$5,000	Incl in AL
Workers' Compensation	$0	Statutory	**$83,508**	$0	Statutory	**$84,844**	$0	Statutory	**$84,844**
Estimated Payroll		**$5,161,175**			**$5,352,008**			**$5,352,008**	
Experience Mod		**1.31**			**1.24**			**1.24**	
Marina Operator's Liability	$2,500	$1,000,000	**$10,410**	$2,500	$1,000,000	**$11,451**	$2,500	$1,000,000	**$11,451**
Storage Tank Liability	$5,000	$1,000,000	**$2,693**	$5,000	$1,000,000	**$2,809**	$5,000	$1,000,000	**$2,809**
Total Annual Premium			**$495,549**			**$492,255**			**$527,194**
$ Increase or Decrease			**N/A**			**($3,294)**			**$31,645**
% Increase or Decrease			**N/A**			**-0.66%**			**6.39%**

Town of Lake Park

Property, Casualty & Workers' Compensation Insurance

2025-2026 Renewal Evaluation

	CURRENT			RENEWAL ALTERNATIVE #2		
	2024-2025 Florida Municipal Insurance Trust			2025-2026 Florida Municipal Insurance Trust		
Coverage Type	**Deductible**	**Coverage Limits**	**Premium**	**Deductible**	**Coverage Limits**	**Premium**
Property	$5,000 AOP; 10% NS	$22,491,926	**$279,942**	$5,000 AOP; **5%** NS	$22,832,210	**$279,978**
Inland Marine	$500/$1,000	$1,312,321	Incl in PR	$500/$1,000	$1,312,321	Incl in PR
Flood	BCX: $5,000; AV: NFIP Limit	$5,000,000	Incl in PR	BCX: $5,000; AV: NFIP Limit	$5,000,000	Incl in PR
Business Interruption	$0	$250,000	Incl in PR	$0	$250,000	Incl in PR
Equipment Breakdown	$5,000	$22,491,926	Incl in PR	$5,000	$22,491,926	Incl in PR
Crime			Incl in PR			Incl in PR
Employee Theft	$1,000	$100,000		$1,000	$100,000	
Computer Funds Transfer	$1,000	$50,000		$1,000	$50,000	
Forgery & Alteration	$1,000	$50,000		$1,000	$50,000	
Position Bond	$1,000	$250,000		$1,000	$250,000	
General Liability	$25,000	$2,000,000	**$65,222**	$25,000	$2,000,000	**$93,490**
Deductible Stoploss	N/A			**$203,452**		
Employment Practices & Public Officials Liability	$25,000	$2,000,000	Incl in GL	$25,000	$2,000,000	Incl in GL
Cyber Liability	$25,000	$1,000,000	**$2,472**	$25,000	$1,000,000	**$2,595**
Auto Physical Damage	$25,000	Per Schedule	**$14,145**	$25,000	Per Schedule	**$15,005**
Deductible Stoploss	$75,000			$75,000		
Auto Liability	$25,000	$2,000,000	**$37,157**	$25,000	$2,000,000	**$45,176**
PIP	$0	$10,000	Incl in AL	$0	$10,000	Incl in AL
Medical Payments	$0	$5,000	Incl in AL	$0	$5,000	Incl in AL
Workers' Compensation	$0	Statutory	**$83,508**	$0	Statutory	**$84,844**
Estimated Payroll		**$5,161,175**			**$5,352,008**	
Experience Mod		**1.31**			**1.24**	
Marina Operator's Liability	$2,500	$1,000,000	**$10,410**	$2,500	$1,000,000	**$11,451**
Storage Tank Liability	$5,000	$1,000,000	**$2,693**	$5,000	$1,000,000	**$2,809**
Total Annual Premium			**$495,549**			**$535,347**
$ Increase or Decrease			**N/A**			**$39,799**
% Increase or Decrease			**N/A**			**8.03%**

Exhibit G

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2025
Originating Department: Town Attorney
Agenda Title: Resolution 62-09-25 – Senate Bill 180 Lawsuit

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

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

Cost of Item: $20,000 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

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

Attachments: Resolution

Please initial one:

_____ Yes I have notified everyone
N/A Not applicable in this case

Summary Explanation/Background:

Town Attorney Baird is requesting the Town Commission to consider, discuss and provide input/direction on proceeding/participating in a lawsuit to declare that Senate Bill 180 is an imposition (blanket statewide prohibition) on the Town's exercise of its Home Rule authority pertaining to Comprehensive Plan land use objectives policies and Land Development Regulations. This proposed lawsuit outlines that this bill is unconstitutional and that Section 28 of Senate Bill 180 prohibits municipalities from enacting Land Use and Zoning Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification.

Senate Bill 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render Senate Bill 180 incomprehensible, create uncertainty, chill local governance,

and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority.

The proposed Resolution would authorize the Town Manager to retain the Law Firm of Weiss Serota Helfman Cole and Bierman, PL to prosecute the lawsuit on behalf of the Town and other municipalities.

Weiss Serota Helfman Cole and Bierman, PL (the "Firm") would represent the Town in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the Town in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The Town would also agree to pay $5,000 to the Firm to represent it in any appeal filed at the District Court of Appeal within 30 days of the filing of such appeal, and an additional $5,000 should there be an appeal filed at the Florida Supreme Court within 30 days of the filing of such appeal.

Recommended Motion:

The Town Commission consider, discuss and provide input/direction on proceeding with proceeding/participating in a lawsuit to declare that Senate Bill 180.

Regular

Item 2.

Town of Lake Park
PUBLIC COMMENT CARD

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Meeting Date 9/3/2025

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

Name: Katia Zhestkova
Address: 1018 7th street

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

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

_____

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.*

Regular

Item 2.

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Meeting Date 9/3/25

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

Name: Michael Steinhauer
Address: 435 greenbriar

If you are interested in receiving Town information through Email, please provide your E-mail address: pipestone1992@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)*:
Comment on Forest Development

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.*

Exhibit B

Testimony Before Lake Park, FL Commission 9/03/2025:

Public Comment on Terminating the Relationship with Forest Development

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

I have previously appeared before you on several community issues, one of which focused on the Mayor, Commissioners, and Town Manager's gun violence safety, and another about the personal and professional value systems necessary for you to make difficult decisions. As a private resident, and as a leader of a local resident engagement nonprofit, I have strived to be of good faith, thoughtful, and empathetic, serving as your community partner.

Tonight, I will speak because I think we are soon at a cross-roads decision about P-3 and Forest Development, which in my view also encompasses consideration of the PADD project and Nautilus status. I seek a brave, value-driven Mayor or Commissioner to consider a motion I will suggest.

[Regrettably, I do not have the allotted time necessary to cite all *22* of my *Whereas* preambles – I expect they are essentially correct. They support my motion and are for you to digest]

1) *Whereas all remaining Developer projects fundamentally alter the character of the small town feel residents hold so dear.*
2) *Whereas it was widely reported in public media sites that the Lake Park Comprehensive Plan, several changes in zoning codes, and new levels of density for the Nautilus project were inappropriately waived to accommodate the developer. This holds true with the PADD proposal.*
3) *Whereas the town attorney does not recommend the changing of the purpose and intent of Ordinance 78-70 and associated State statutes as sought by the Developer.*
4) *Whereas the P-3 Comprehensive Agreement has been breached several times by Forest Development*
5) *Whereas critical path deadlines for P-3 were missed without formal extensions.*
6) *Whereas the P-3 agreement is a town-threatening 99-year lease with payments to the town for only 10.*
7) *Whereas the Developer has no apparent or known P-3 secured financing in place.*
8) *Whereas the town attorney, incorporating his vast experience in land planning and zoning, has regularly cited the challenges related to development of each Forest project.*
9) *Whereas the town attorney has publicly cited challenges related to the PADD project due to wastewater capacity.*
10) *Whereas the Developer achieves long term control over the P-3, 12-acre site for an entire century.*
11) *Whereas the marina project leaves little public space and parking.*
12) *Whereas the marina project proposed dock and fuel space satisfies the needs of only the wealthy citizens of Nautilus and large boats.*
13) *Whereas the town attorney has stated that the PADD project is not entitled to the height or density sought by the Developers application.*

14) *Whereas the PADD project establishes the unusual approach of allocating residential units b upon a basket or bucket of units, which does not provide equal opportunities for all property owners in the downtown area.*
15) *Whereas the town attorney has stated that the PADD projects are out of scale with the downtown.*
16) *Whereas the Developer has demonstrated poor lift station planning on the PADD project, to again request zoning waivers using an off property residential site.*
17) *Whereas the Developer is currently pumping 24/7 or intermittently, discharging dissolved and suspended solids into the lagoon at the marina.*
18) *Whereas Nautilus 220 has had Seven Clean Water Act violations in 2022 & 2025 for pumping into the lagoon.*
19) *Whereas the town attorney has deemed it reckless to have the Developer rely on a future Tri-Rail station for planning purposes around the PADD.*
20) *Whereas, some site plans, permits, and financing documentation are absent.*
21) *Whereas the Developer has threatened lawsuits if they don't achieve their for-profit goals.*
22) *Whereas the Developer has misrepresented their projects in social and mass media outlets.*

At the end of the day, how many reasons do we need to have all the stakeholders in this town endure the pain of working with Forest?

I encourage and suggest a motion*: "that Lake Park elected representatives and the Town Manager immediately cease all further negotiating, planning, and approval efforts with Forest Development projects of any sort". Or similar language.*

Mr. Mayor, Commissioners, this necessary motion may result in legal action. Do not fear short-term challenges in this regard, as compared to the long-term loss of control of the P-3 space, and the sacrifice of intelligent agreements that benefit the town, and our value system.

Leadership is not about power; it's about purpose. You were chosen to serve, not to sit — lead boldly!

Your decisions today will shape generations tomorrow and your title gives you authority, but your actions earn you respect. Act undaunted and inspire trust.

Rise to the moment — residents are counting on you. Be the voice of courage in an environment of compromise.

Development in Lake Park is indeed needed. Invite a firm with a background of proven competency... creative, innovative, and resident focused. No high-rises.

Thank you for your consideration.

Regular

Item 2.

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Meeting Date 4-3-2025

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

Name: Don Palumbo
Address: 301 Lake Shore Dr 808 + 208

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*:
#13 Forest

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.*

Regular

Item 2.

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Meeting Date 9.3.25

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

Name: Joanne Robin
Address: 301 Lake Shore Dr #305 LP

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

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

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

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.*

Regular

Item 2.

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Meeting Date 9/3/2025

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

Name: TERRON MERCER
Address: 105 LAKE PARK DRIVE

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

I would like to make comments on the following ***Agenda Item***: #10

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

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

Regular

Item 2.

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Meeting Date 9/3/2025

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

Name: Chris Steele
Address: 301 Lake Shore Dr

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

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

_____

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

R-3 Agreement

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.*

Regular

Item 2.

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Meeting Date 9/3

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

Name: Susan LaFontaine
Address: Nautilus EPA Violations Everyone

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)***:
Nautilus 220 EPA Violations

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.*

Exhibit C

Commissioner

At the Aug 6, 2025 Commission meeting Forest Development's Peter Baytarian stated (at 8:02 on dais clock/ 1:33:00 on video timer):

" **We have never dumped waste water that's not DEP sort-of–approved into the marina**. The water is checked on twice a day. **We have no violations on that**."

I guess none of his staff told him that Nautilus 220 was issued a "Construction Stormwater-Letter of Violation/ Warning Letter" related to the Clean Water Act on March 21, 2025:

Informal Enforcement Actions Last 5 Years

Statute	System	Source ID	Type of Action	Lead Agency	Date
CWA	ICIS-NPDES	FLR20FB32	Construction Stormwater - Letter of Violation/ Warning Letter	State	03/21/2025

Or that, according to the U.S. EPA Enforcement and Compliance History (ECHO) online database, while Nautilus 220 has not received any Facility-Level Status or Compliance Status violations, it HAS received SEVEN *"Single Event Violations"* from the State agency during its two inspections in 2022 & 2025. Three were found June 22, 2022 and four during the Feb 25, 2025 inspection. And two of those four in 2025 were repeat violations from 2022:

1) Failure to develop any or adequate Stormwater Pollution Protection Plan (SWPPP) /Stormwater Mgmt Program (SWMP) and

2) Failure to Properly Operate or Maintain Best Mgmt Practices (BMP).

The other two new 2025 violations were 3) Failure to Inspect and 4) Failure to Maintain Records.

Source: : EPA United States Environmental Protection Agency — Environmental Topics — ECHO Enforcement and Compliance History Online

https://echo.epa.gov/facilities/facility-search/results

Detailed Facility Report

Report Violation | Report Data Error

Facility Summary

NAUTILUS 220

220 LAKE SHORE DR, LAKE PARK, FL 33403

FRS ID: 110071178914

EPA Region: 04

Latitude: 26.7942

Longitude: -80.053

Locational Data Source: FRS

Related Reports

CWA Pollutant Loading Report

CWA DMR Exceedances Report

View Envirofacts Reports

Enforcement and Compliance Summary

Statute	Compliance Monitoring Activities (5 years)	Date of Last Compliance Monitoring Activity	Compliance Status	Qtrs with NC (of 12)	Qtrs with Significant Violation	Informal Enforcement Actions (5 years)	Formal Enforcement Actions (5 years)	Penalties from Formal Enforcement Actions (5 years)	EPA Cases (5 years)	Penalties from EPA Cases (5 years)
CWA	2	02/25/2025	No Violation Identified	0	0	1	-	-	-	-

Download Compliance History

- Download CWA Facility-Level Compliance History
- Download CWA Single Event Violation History
- Download CWA Permit Schedule Violation History
- Download CWA Compliance Schedule Violation History
- Download CWA Effluent Compliance History

A	B	C	D	E	F	G	H	I J K L M N O P Q R	S
SourceID	RegistryID	Statute	ValueType	ViolationDescription	NPDESViolationID	Agency	Qtr1Value		Qtr12Value
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to properly install/implement BMPs**	3.67E+09	State	06/22/2022		
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to develop any or adequate SWPPP/SWMP**	3.67E+09	State	06/22/2022		
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to properly operate and maintain BMPs**	3.67E+09	State	06/22/2022		
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to develop any or adequate SWPPP/SWMP**	3.68E+09	State	*Repeat Violation*		02/25/2025
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to properly operate and maintain BMPs**	3.68E+09	State	*Repeat Violation*		02/25/2025
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to Conduct Inspections**	3.68E+09	State			02/25/2025
FLR20FB32	110071178914	CWA	SINGLE EVENT VIOLATION	WW Storm Water Construction - **Failure to Maintain Records**	3.68E+09	State			02/25/2025

SWPPP: Stormwater Pollution Protection Plan. **SWMP**: Stormwater Mgmt Program. **BMP**: Best Mgmt Practices

FPL has presented at several Commission meetings about upgrading current street lights with Phase I and with Phase II, which is installing additional poles and street lights with LEDs- I think 374 new lights & poles are to be installed throughout the town?

At the Nov 20 2024 Commission meeting Commissioner Hensley and Mayor Michaud said they wanted to get resident input regarding the placement of the new street lights, but during the May 21 2025 Commission meeting it sounded like those new light locations are set. In stone? Did I miss a survey or something? I never heard of an opportunity to voice my opinion on street light placement. Anyway,

Can you please ask FPL, when they provide their Phase 2 proposal, to also include the initial installation and operating cost differences

* between LEDs at 3000 Kelvin, which is what I think their Phase I proposal included, vs 2700 Kelvin. AND

* between Amber LEDs vs the standard White/Blue LEDs. AND

* street lights with & without shielding (to reduce skyglow and the adverse effect on humans, migrating birds & other wildlife, including pollinators) .

I drove down 7th street the other night, and the bright white glare from those street lights was bothersome.

A very good article regarding this issue is titled "**Illuminating Safety: Harnessing Dark Sky Lighting for Crime Prevention".** It was published by the Chicago International Dark Sky Association. It "explores the relationship between the 5 principles of Dark Sky lighting and **Crime Prevention Through Environmental Design (CPTED), and includes** "These simple approaches can lessen the opportunity for illicit activity and create a sense of security and quality of life in our communities." @ **www.idachicago.org/resources/illuminating-safety-harnessing-dark-sky-lighting-for-crime-prevention**

Another good article about this issue is at WLRN.org, titled "**LED streetlights are energy efficient, but are they environmentally friendly? It's complicated".** The article includes info of how other south Florida towns are addressing this issue with FPL.

Can you also please ask FPL what the different colored circles (green, orange, turquoise, & blue) mean in the maps on page 33 – 42 in the Commission Meeting Agenda packet for Nov 20, 2024? I can't find a legend for them. The maps are attached to Item # 8 "Resolution 104-11-24 Florida Power & Light (FPL) LED Lighting Agreement (Phase -1). " & titled

- Town of Lake Park - Dist Poles - Preliminary Design.pdf (22.47 MB)

Thank You.

Susan LaFontaine

Regular

Item 2.

Town of Lake Park
PUBLIC COMMENT CARD

CIVILITY AND DECORUM

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

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

Meeting Date 9/3

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

Name: Susan LaFontaine
Address: Evergreen Rd

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

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

_____

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

FPL Street lights

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.

Regular

Item 2.

Town of Lake Park
PUBLIC COMMENT CARD

CIVILITY AND DECORUM

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- **A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.**
- **All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.**

Meeting Date 3 September 2025

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

Name: Pablo Perhacs
Address: 221 E Palmetto Dr Lake Park FL

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)***:
Richard Reade

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.*

Regular

Item 2.

Town of Lake Park
PUBLIC COMMENT CARD

CIVILITY AND DECORUM

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- **A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.**
- **All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.**

Meeting Date 9/3/25

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

Name: NICHOLAS MASTROIANNI
Address: 1903 RIVER DR

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

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

_____

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

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.*

Regular

Item 2.

Town of Lake Park
PUBLIC COMMENT CARD

CIVILITY AND DECORUM

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- **All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.**

Meeting Date 9/3/2025

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

Name: Kelly Steele
Address: 301 Lake Shore

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)***:

Town Manager + Forest Dev.

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: September 17, 2025

Originating Department: Finance Department

Agenda Title: Resolution 66-09-25 – Amendment (Renewal) – Law Enforcement Service Agreement – Palm Beach County Sheriff's Office – FY 2026 - $4,061,845

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

Cost of Item: $4,061,845.00 **Funding Source:** Contract PBS Sheriff

Account Number: 001-408-597 200-34000 **Finance Signature:** *Barbara A. Gould*

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution 66-09-25

22nd Addendum to the Law Enforcement Service Agreement between PBSO District 10 and Town of Lake Park

Please initial one:

_____ Yes, I have notified everyone.

_____ Not applicable in this case

Summary Explanation/Background:

The Finance Department has identified a need to renew the current agreement with Palm Beach County Sheriff' Office to provide law enforcement service] in the Town of Lake Park. The current Agreement (21st addendum) is expected to expire on September 30, 2025 and the proposed one-year renewal, if approved, would be effective October 1, 2025 through September 30, 2026, in the amount of $4,061,845.

If approved, the Town Commission will accept Palm Beach County Sheriff's Office's negotiated increase of 3%, including all terms, conditions, and pricing contained in the existing agreement. The proposed renewal will be for one year. The Town will not expend more than the amount

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

Funding to support this service is presented for consideration in the proposed FY 2026 Budget.

The proposed addendum has been prepared by the Palm Beach County Sheriff's Office and reviewed by the Town's Finance Director and the Town Attorney.

The Town has previously worked with Palm Beach County Sheriff's Office and they have provided excellent customer service and consistent high quality services.

Recommendation:

I move to approve Resolution 66-09-25 and the Amendment (Renewal) to provide Law Enforcement Services by the Palm Beach County Sheriff's Office for FY 2026, in the amount of $4,061,845; and authorize the Mayor to execute the proposed Addendum.

RESOLUTION 66-09-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE 22ND ADDENDUM TO THE PBSO CONTRACT WITH PALM BEACH COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF LAW ENFORCEMENT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Inter-local Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town of Lake Park, Florida ("Town") entered into the 21st Addendum to the Sheriff's contract on September 18, 2024 to provide Law Enforcement Services; and

WHEREAS, the renewal agreement is for the period of October 1, 2025 through September 30, 2026; and

WHEREAS, the Town finds it in its best interest to exercise the renewal under the terms and conditions in the addendum with an annual cost of $4,061,845.00; and

WHEREAS, the Town desires to formally approve the Twenty-Second Addendum starting October 1, 2025 to ensure continuity of services, preserve contractual authority, and maintain compliance with procurement standards;

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Twenty-Second Addendum to the Law Enforcement Agreement with Palm Beach County Sheriff's Office, attached hereto as Exhibit A.

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

TWENTY-SECOND ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE TOWN OF LAKE PARK

This Twenty-Second Addendum to the Law Enforcement Service Agreement is made by and between The Town of Lake Park (hereinafter referred to as "Town"), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The Town and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 1, 2005, a First Addendum effective June 01, 2006, a Second Addendum effective October 1, 2006, a Third Addendum effective October 1, 2007, a Fourth Addendum effective October 01, 2008, a Fifth Addendum effective October 01, 2009, a Sixth Addendum effective October 01, 2010, a Seventh Addendum effective October 01, 2011, an Eighth Addendum effective October 01, 2012, a Ninth Addendum effective October 01, 2013, a Tenth Addendum effective October 01, 2014, an Eleventh Addendum effective October 01, 2015, a Twelfth Addendum effective October 01, 2016, a Thirteenth Addendum effective October 01, 2017, a Fourteenth Addendum effective October 01, 2018, a Fifteenth Addendum effective October 01, 2019, a Sixteenth Addendum effective October 01, 2020, a Seventeenth Addendum effective October 01, 2021, an Eighteenth Addendum effective October 01, 2022, a Nineteenth Addendum effective February 27, 2023, a Twentieth Addendum effective October 01, 2023, and a Twenty-First Addendum effective October 01, 2024, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to extend the contract term, amend language regarding additional services, and set forth the consideration for the first year of the extended contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement is renewed for an additional four (4) year term commencing October 01, 2025 and ending September 30, 2029, unless the Agreement is otherwise extended or terminated.

2. Article 2, Section 2.1 H, regarding supplemental law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

   The SHERIFF shall provide to the **TOWN,** upon the request of the **TOWN,** such additional law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time to time that cannot be accommodated through flexible scheduling of on-duty deputy sheriffs. Those services typically include, but are not limited to, providing services at:

   1. TOWN Commission meetings

   2. Board and Committee meetings.

3. Special Events sponsored by the TOWN.

4. Short-term and temporary increases in law enforcement road patrol services, to include response to a natural disaster or other similar event.

The SHERIFF shall provide Uniformed Officers to provide security at all TOWN Commission meetings at no additional cost to the TOWN. The SHERIFF shall also provide security and traffic detail officers to support four special event activities occurring within the TOWN at no additional cost to the TOWN. Compensation for other additional law enforcement services to include but not limited to additional supplemental law enforcement services that may be required on a continued basis for the administration and review of actions related to the school speed zone camera program shall be in accordance with Article 6, Section 6.4.

3. Article 6, Section 6.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2025 through September 30, 2026 as follows: The total amount due for the annual period referenced above shall be $4,061,845.00. Monthly payments shall be $338,487.08. The last monthly payment shall be $338,487.12.

4. Article 6, Section 6.4, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

   Additional law enforcement services shall be compensated at a rate of $132.00 per hour for a deputy and $172 per hour for a sergeant and will be billed by the Sheriff to the Town on a monthly basis. This rate is subject to annual review and change upon agreement between the Town and Sheriff.

5. Article 6, Section 6.5 regarding additional law enforcement services of the Law Enforcement Service Agreement is added and shall read as follows:

   Any expenses, costs or fees incurred by PBSO as it relates to services performed under this Agreement shall be paid in their entirety by the Town, to include, but not limited to gun shot sound support services to detect gunfire. These additional expenses, costs or fees are in addition to, and shall be billed separately from, the amount listed in Section 6.1.

6. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

BY: _____
Ric L. Bradshaw

Title: Sheriff

Witness: _____
Ronald Mattino, Major

DATE: _____

THE TOWN OF LAKE PARK

BY: _____
Roger Michaud

Title: MAYOR

Witness: _____
Vivian Mendez, Town Clerk

DATE: _____

Approved as to legal
form and sufficiency

_____
Town Attorney

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 17, 2025

Originating Department: Public Works

Agenda Title: Resolution 67-09-25 - Amendment No. 1 (Renewal) - Marina Landscape Maintenance Services Agreement - Chris Wayne & Associates, Inc. - $43,810

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

Cost of Item: $43,810 **Funding Source:** Contractual Services

Account Number: 800-34000 **Finance Signature:** Barbara A. Gould

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution 67-09-25
First Renewal Amendment to Chris Wayne & Associates, Inc., Agreement
Original Agreement & RFP 104-2022

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified a need to renew the current agreement with Chris Wayne & Associates, Inc. to provide landscape maintenance services at the Lake Park Harbor Marina. The original three-year agreement (RFP 104-2022) began on October 1, 2022 and is expected to expire on September 30, 2025. The proposed first one-year renewal term, if approved, would be effective beginning October 1, 2025 through September 30, 2026, at an annual cost of $43,810.

If approved, the Town Commission will accept Chris Wayne & Associates, Inc. approved terms, conditions and pricing therein. The proposed renewal would be for one (1) year and would provide two (2) additional, optional 1-year renewals remaining available to the Town. The Town will not expend more

than the amount within the approved budget as it may be adopted or amended each year for these services over the contract term.

The proposed 1st Amendment to the current Agreement was prepared by the Public Works Director and reviewed by proposed vendor, Chris Wayne & Associates, the Marina Director, the Finance Director and the Town Attorney.

The Town has previously worked with Chris Wayne & Associates and they have provided reliable service and consistent performance.

RECOMMENDATION:

I move to approve Resolution 67-09-25 and authorize the Mayor to execute Amendment No. 1 to the Marina Landscape Maintenance Services Agreement with Chris Wayne & Associates, Inc., effective October 1, 2025, in the amount of $43,810.00.

RESOLUTION 67-09-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST RENEWAL AMENDMENT TO THE AGREEMENT WITH CHRIS WAYNE & ASSOCIATES, INC. FOR THE PROVISION OF LANDSCAPE MAINTENANCE SERVICES AT THE LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Lake Park ("Town") entered into an agreement with Chris Wayne & Associates, Inc. on October 1, 2022, to provide landscape services at the Lake Park Harbor Marina pursuant to RFP No. 104-2022; and

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

WHEREAS, the Town finds it in its best interest to exercise the first one-year renewal option under the same terms and conditions with an annual cost of $43,810.00; and

WHEREAS, the Contractor has agreed to continue providing the services as specified under the original agreement for an additional year commencing October 1, 2025; and

WHEREAS, the Town desires to formally approve the First Renewal Amendment to the Agreement to ensure continuity of services, preserve contractual authority, and maintain compliance with procurement standards;

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

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

Section 2. The Town Commission hereby approves the First Renewal to the Agreement with Chris Wayne & Associates, Inc. for landscape services at the Lake Park Harbor Marina for the period October 1, 2025, through September 30, 2026, in the annual amount of $43,810.00.

Section 3. The Mayor is authorized to execute the First Renewal to the Agreement, a copy of which is attached hereto as Exhibit "A."

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

FIRST RENEWAL AMENDMENT TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES AT THE LAKE PARK HARBOR MARINA

This First Renewal Amendment to the Agreement ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Chris Wayne & Associates, Inc., 2054 Vista Parkway, Suite 400, West Palm Beach, Florida 33411 ("Contractor").

WITNESSETH THAT

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

WHEREAS, the Town is empowered to enter into contracts with private corporations for services; and

WHEREAS, on October 1, 2022, the Town entered into an Agreement with Contractor pursuant to RFP No. 104-2022 for the provision of landscape maintenance services at the Lake Park Harbor Marina ("Original Agreement"); and

WHEREAS, the Original Agreement included three (3) one-year renewal options at the Town's sole discretion; and

WHEREAS, the Town wishes to exercise the first of those renewal options under the same terms and conditions as stated in the Original Agreement, with no changes in annual compensation; and

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

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

Term Extension – The Agreement is hereby renewed for a one-year term commencing October 1, 2025, and ending September 30, 2026.

Compensation – The Contractor shall continue to be compensated Forty-Three Thousand Eight Hundred Ten Dollars and 00/100 ($43,810.00) annually, consistent with the terms of the Original Agreement.

Public Records Compliance – The Contractor shall comply with Florida's Public Records Law as outlined in Chapter 119, Florida Statutes.

Termination for Convenience – Notwithstanding any other provision in the Original Agreement, the Town reserves the right to terminate this Agreement, in whole or in part, without cause and for its own convenience. Such termination shall be effected by delivery of written notice to the Contractor not less than sixty (60) calendar days prior to the effective date of termination. Upon termination for convenience, the Contractor shall be entitled to compensation for services satisfactorily performed up to the effective date of termination, but shall not be entitled to any additional compensation, damages, or lost profits resulting from such termination.

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

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

ATTEST:

By: _____
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

(NOTARY SEAL)

_____
Notary Public, State of Florida

WITNESSES:

By: _____

_____

CHRIS WAYNE & ASSOCIATES, INC.

By: _____

Its: _____

Printed Name

_____

Printed

_____

_____

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2025 by _____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

_____

Notary Public, State of Florida

RESOLUTION 56-09-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CHRIS WAYNE & ASSOCIATES, INC. FOR LANDSCAPE MAINTENANCE AND RELATED SERVICES AT LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the Lake Park Harbor Marina requires the professional services of a licensed, qualified, and experienced landscape maintenance services contractor to regularly maintain the grounds, trees, bushes, shrubs, landscaping, and irrigation system at the marina; and

WHEREAS, the Town solicited bids from contractors via a Request for Proposal (RFP) 104-2022, to provide for such Services; and

WHEREAS, on August 11, 2022, one bid was received and opened and the Town received one qualified proposal to provide the solicited Services, that proposal being from Chris Wayne & Associates, Inc. (the "Contractor"); and

WHEREAS, the annual cost of the specified Services is in the amount of $43,810; and

WHEREAS, the Contractor has represented that it is qualified, able, and willing to perform the Services for the base proposal amount; and

WHEREAS, the Town Manager has recommended to the Town Commission, that it is in the best interests of the Town to execute the agreement with the Contractor for the Services.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The agreement with Chris Wayne & Associates, Inc. for the Services is hereby approved. The Mayor is hereby authorized and directed to execute the agreement between the Town and Chris Wayne & Associates, Inc., a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	✓	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	✓	___
COMMISSIONER JOHN LINDEN	✓	___
COMMISSIONER ROGER MICHAUD	✓	___
COMMISSIONER MARY BETH TAYLOR	✓	___

The Town Commission thereupon declared the foregoing Resolution No. 56-09-22 duly passed and adopted this 7 day of September, 2022.

TOWN OF LAKE PARK, FLORIDA

BY: _____
MICHAEL O'ROURKE
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

TOWN OF LAKE PARK SEAL FLORIDA
(TOWN SEAL)

Exhibit D - Contract Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR
Lake Park Harbor Marina
Landscape Maintenance
Services
TOWN OF LAKE PARK
TOWN BID Number 104- 2 0 2 2

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and Chris Wayne and Associates, Inc. ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's' bid response to the Town's Invitation For Bid Number 104-2022.

All terms, conditions, plans and specifications of Town Bid Number 104-2022, any Addenda, and contractor's accepted bid, dated August 11th, 2022 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be $ 43,810.00 per year, for three (3) year contract total of $ 131,430.00 commencing on October 1, 2022 thru September 30, 2025.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7 day of September, 2022; and authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

By: _____

Michael O'Rourke, Mayor
7 day of September, 2022

Attest:

Vivian Mendez, Town Clerk

TOWN OF LAKE PARK SEAL FLORIDA
(Town Seal)

Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only:

By: _____

Thomas Baird, Town Attorney
7th day of Sept, 2022

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Chris Wayne and Associates, Inc.
Name of Contractor

Signature

Christopher Dellago, RLA / Owner
Name, Title

(CORPORATE SEAL)

TOWN OF LAKE PARK
REQUEST FOR PROPOSAL (RFP) 104-2022
LAKE PARK HARBOR MARINA LANDSCAPE SERVICES

The Town of Lake Park is seeking proposals from qualified landscaping firms to perform a variety of landscape maintenance services at the Town's Lake Park Harbor Marina, located at 105 Lake Shore Drive, Lake Park, Florida. A Project Scope of Work with specifications is incorporated within this Bid.

The project shall generally consist of mowing, edging, trimming shrubs, mulching, maintenance of turf, ground covering, hedges and tree trimming, fertilization, pest control, periodic sod and plant replacement, irrigation system maintenance and repairs, palm tree trimming, and debris collection and removal.

The company selected to perform the work shall employ an in-house landscape architect (state registered) or arborist and employ in-house a person holding GI-BMP certification for commercial fertilizer application.

The contract shall be for a term of three (3) years, with the option of three one-year extensions at the option of the Town.

Request for Proposal documents are available beginning Monday July 11, 2022 between 8:30 a.m. and 5:00 p.m. local time by contacting the Town Clerk's Office at 561.881.3311 or by email at townclerk@lakeparkflorida.gov. Proposals shall be submitted hardcopy, in triplicate, on the forms provided.

Sealed responses must be clearly marked "RFP 104-2022, Lake Park Harbor Landscape Services" and be delivered to the Office of the Town Clerk at 535 Park Avenue, Lake Park, Florida, 33403. The deadline for submission of proposals is **Thursday August 11, 2022 at 2:00 p.m.** local time. At that time, the proposals will be publicly opened and read aloud in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Late proposals or proposals delivered to any other office other than the Town Clerk will not be accepted and will be returned to the sender unopened.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the Solicitation package, and to become familiar with the scope of work and services to be performed under this Bid. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to townclerk@lakeparkflorida.gov.

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

The Town of Lake Park reserves the right to accept or reject any or all Proposals, in whole or in

part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for 90 calendar days from Thursday August 11, 2022. Any proposer who withdraws his or her proposal within 90 calendar days after Thursday August 11, 2022 shall forfeit its Proposal Bond.

A proposal bond is required to be submitted with your proposal in an amount equal to five percent (5%) of the proposed project cost. The Town accepts, as fulfillment of this requirement, a certified check, or a cashier's check made out to the TOWN OF LAKE PARK.

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on Tuesday July 19, 2022, at 10:00 a.m. local time at the Lake Park Harbor Marina, 105 Lake Shore Drive, Lake Park, FL 33403, to provide a brief description of the scope of work, specifications, bid requirements, to answer questions and clarify any inconsistencies. Immediately following the pre-proposal conference, interested firms will have the opportunity to inspect the site, familiarize themselves with the requirements, and to ensure all items affecting the costing of the work are considered.

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

_____

Vivian Mendez, MMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: July 10, 2022, Palm Beach Post

By: Chris Wayne and Associates, Inc.
15863 97th Drive North
Jupiter, FL 33478
561-746-4225

August 11, 2022

OWNER

TOWN OF LAKE PARK

535 Park Ave.

Lake Park, Florida 33403

REQUEST FOR PROPOSAL (RFP) Number 104-2022

PROJECT:

Lake Park Harbor Marina Landscape Maintenance Services

Date of Distribution: Monday, July 11, 2022

Mandatory Pre-Proposal Conference: Tuesday, July 19, 2022, 2021, 10:00 a.m. EDT

Response Due Date: Thursday August 11, 2022, 2:00 p.m. EDT

CWA Landscape Architects Contractors
Chris Wayne and Associates, Inc.

COVER LETTER

08/11/2022

To Whom It May Concern,

We thank you for and appreciate the opportunity to bid on the Lake Park Harbor Marina Landscape Maintenance Services. As you well know Chris Wayne and Associates, Inc. (CWA), has been providing these services for more than a decade now. During this time we have been instrumental in the design, construction and maintenance of the Town's landscape. It is this time and effort that makes doing business with the Town of Lake Park an integral part of our company. CWA is extremely thankful for all the opportunities that the Town has provided us and we are dedicated to providing the Town with the most responsive and best quality service all the time. CWA shall provide services 46 times per year for a period of 3 years with an option of 3 one year extensions.

Sincerely,

Chris W. Dellago, RLA
President/CEO
O: 561-746-4225
C: 561-307-1939
Chris Wayne and Associates, Inc.
15863 97th Drive North
Jupiter, FL 33478
chris@chriswayneinc.com

CWA LANDSCAPE ARCHITECTS CONTRACTORS
CHRIS WAYNE AND ASSOCIATES, INC.

EIN # - 20-1399029

STATEMENT OF QUALIFICATIONS

Chris Wayne and Associates, Inc. (CWA), is a full service landscape architecture design, construction and maintenance company. CWA's team of landscape architects, irrigation and landscape contractors, and landscape maintenance personnel are trained and equipped to handle all of your landscape needs. CWA is committed to providing our clients with the highest quality landscape design, construction and maintenance possible. Serving Palm Beach County for nearly 18 years, CWA has designed and built some of the areas nicest parks, roadways, signage, and high-end residential landscapes. CWA has experience in all aspects of landscape design, construction, irrigation and maintenance. From plan development, construction and maintenance, CWA has the experience to get your job done. The following is a list of our qualifications:

Landscape Architecture:

Landscape Consultation
Graphic Presentations
Irrigation Design
Exterior Lighting Design
Construction Administration Services
Conceptual and Master Planning
Landscape and Hardscape Design
Planting Plans
Permitting
Landscape Inspections

Landscape and Hardscape Construction:

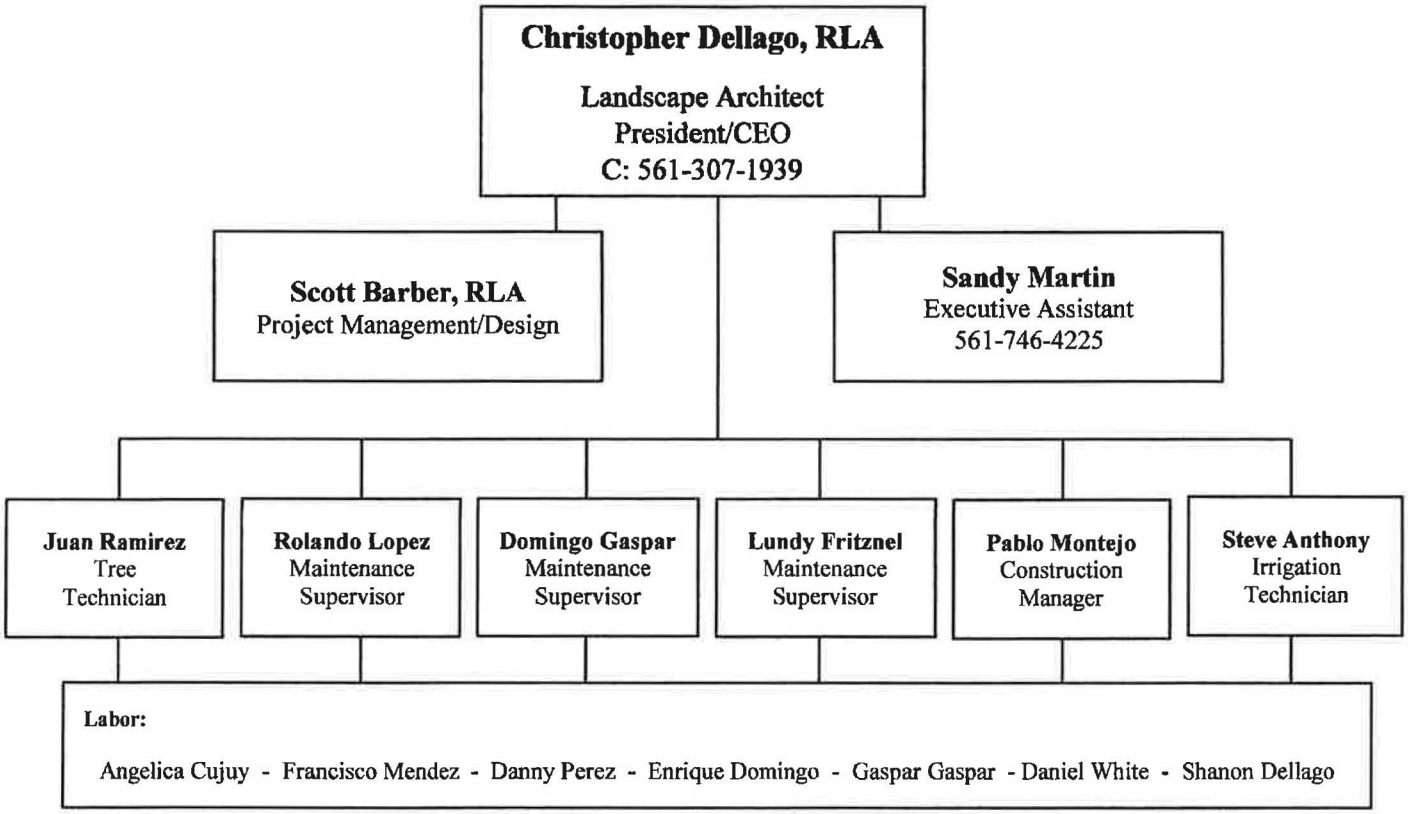
Irrigation Construction
Landscape Construction
Sodding
Putting Green Construction
Pathways/Concrete/Pavers
Potable Water Taps
Lighting Installation
Artificial Turf Installation
Large Tree and Palm Installation
Site Furnishings

Landscape Maintenance:

Contractual Grounds Maintenance
Irrigation System Maintenance
Pest and Fungus Control
Annual Plant Installation
Fertilization
Tree and Palm Trimming
Mulching
Consulting Services

Chris Wayne and Associates, Inc.
15863 97th Dr. N., Jupiter, FL 33478
PH: 561-746-4225, FX: 561-746-8991
chris@chriswayneinc.com
LC26000243, U-20161

ORGANIZATION CHART



Note: Contact staff members at CWA office – 561-746-4225.

LIST OF SUB-CONTRACTORS

Company Name/Name	Type of Services	Contact Info
Florida Environmental Pest Management, Inc.	Fertilization – Lawn and Ornamental	Nick Benulis – 561-644-8646

Provide fertilization and pest control in accordance with contract as subcontracted by CWA. Scheduled as needed (T.B.D.)

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
October 12, 2021	**JB210413**	**October 31, 2022**

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **October 31, 2022**

AT

1137 53RD COURT
MANGONIA PARK, FL 33407

FLORIDA ENVIRONMENTAL PEST MANAGEMENT INC
1137 53RD COURT NORTH
WEST PALM BEACH, FL 33407

Fumigation
General Household Pest and Rodent Control
Lawn and Ornamental
Termite and Other WDO Control

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

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1137 53RD COURT NORTH
WEST PALM BEACH, FL 33407

Fumigation
General Household Pest and Rodent Control
Lawn and Ornamental
Termite and Other WDO Control

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

LIST OF REFERENCES

REFERENCE #1

Company/Agency Name:	City of Riviera Beach - CRA
Address:	2001 Broadway, STE 300
	Riviera Beach, FL 33404
Similar work Performed:	Constructed Roadway Landscapes, Parks, Irrigation Construction, Maintenance, Design
Date of work Performed:	2004 – Present
Point of Contact:	Scott Evans/Executive Director
Phone Number:	561-844-3408
Email:	sevans@rbcra.com
Amount of Contract:	$264,720.00 (4 Years)

REFERENCE #2

Company/Agency Name:	Town of Manalapan
Address:	600 South Ocean Boulevard
	Manalapan, FL 33462
Similar work Performed:	Install Landscaping at Town Facilities, provide Design Services, Maintenance & Irrigation Services
Date of work Performed:	2004 - Present
Point of Contact:	Lisa Petersen/Town Clerk
Phone Number:	561-309-3219 (c) or 561-383-2541 (o)
Fax Number:	561-585-9498
Email:	lpetersen@manalapan.org
Amount of Contract:	$64,800.00 (3 Years)

REFERENCE #3

Company/Agency Name:	Town of Ocean Ridge
Address:	6450 North Ocean Blvd.
	Ocean Ridge, FL 33435
Similar work Performed:	Install Landscaping at Town Facilities, provide Design Services, Maintenance Services, Irrigation
Date of work Performed:	2008 - Present
Point of Contact:	Mr. William Armstrong/Public Works
Phone Number:	561-732-2635
Fax Number:	561-737-8359
Email:	warmstrong@oceanridgeflorida.com

Amount of Contract:	$172,704.00 (4 Years)

REFERENCE #4

Company/Agency Name:	Westgate/Belvedere Homes CRA
Address:	1280 N. Congress Avenue Suite 215
	West Palm Beach, FL 33409
Similar work Performed:	Install Landscaping at Town Facilities, provide Design Services, Maintenance & Irrigation Services
Date of work Performed:	2013 - Present
Point of Contact:	Mr. Elizee Michel, AICP/Executive Director
Phone Number:	561-640-8181 Ext. 102 or 561-543-0490
Fax Number:	561-640-8180
Email:	EMichel@pbcgov.org
Amount of Contract:	$249,588.00 (9 Years)

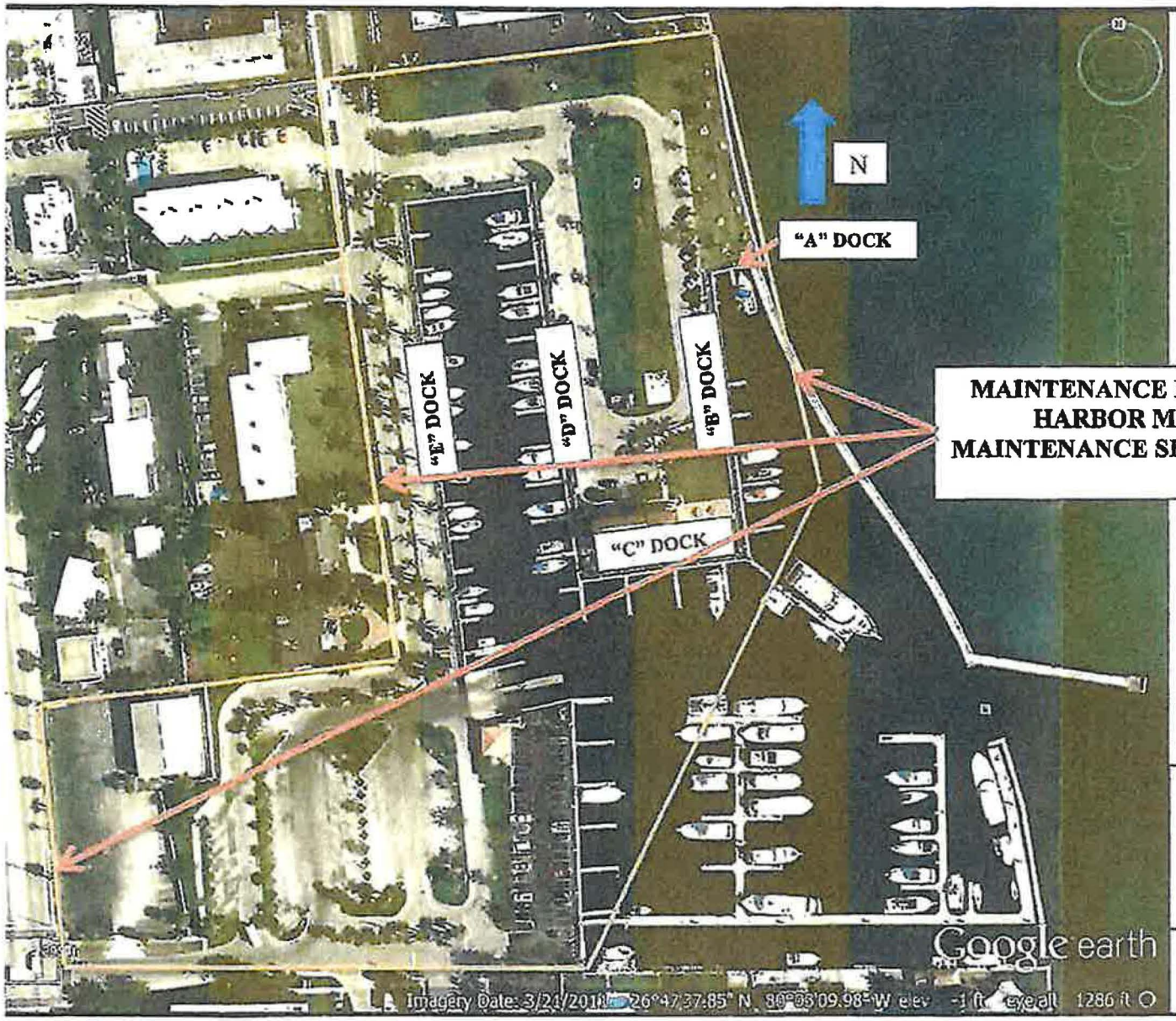
REFERENCE #5

Company/Agency Name:	Village of Tequesta Parks & Recreation
Address:	399 Seabrook Road
	Tequesta, FL 33469
Similar work Performed:	Install Landscaping, provide Design Services, Maintenance & Irrigation Services
Date of work Performed:	2004 - Present
Point of Contact:	Mr. Greg Corbitt/Director
Phone Number:	561-768-0473
Fax Number:	N/A
Email:	gcorbitt@tequesta.org
Amount of Contract:	$1,200,000.00 (17 Years)

100% of work completed on time as agreed between the client's and CWA. To our knowledge there has been no instances.

EXHIBIT A

SCOPE OF WORK / TECHNICAL SPECIFICATIONS



LANDSCAPE MAINTENANCE
LAKE PARK HARBOR MARINA
105 LAKE SHORE DRIVE

Drawn: RDP

Sheet No. 1 of 1

SPECIFICATIONS / SCOPE OF WORK
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE SERVICES.
(PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS)

1. Scope /Intent: It is the intent of the Town of Lake Park to seek bids from qualified Landscape Maintenance Service contractors for landscape services at Lake Park Harbor Marina. The contract is for a three year period, with the potential for three one-year extensions. The Town seeks competitive unit pricing that maximizes the quality and level of service.

The Town is seeking qualified landscape maintenance companies to provide labor, materials (other than those provided by the Town listed elsewhere), services, skills, supervision, and necessary tools and equipment to maintain landscaping in accordance with specifications listed herein. A qualified company shall employ an in-house landscape architect (state registered) or arborist and employ in-house a person holding a GI-BMP certificate for commercial fertilizer application.

1.1 General Requirements

1.1.1 Services to be performed during the weekday, during daylight hours.
1.1.2 Contractor is required to assure that the landscape has a neat and maintained appearance by mowing all grounds and trimming all hedges, maintaining plants and trees by pruning methods according to the Technical Specifications' and Specific Duties-Frequency section of the bid documents. Remove weeds from beds which include landscaped areas, mulched areas, and ground cover areas.
1.1.3 All debris resulting from landscape maintenance operations shall be swept, collected, and disposed of by the contractor, at a location away from the site as the work progresses.
1.1.4 Pick up / dispose of litter and document quantity of "man-made" litter collected (measured in gallons) for NPDES reporting purposes. Quantity of collected litter must be submitted with each monthly invoice.
1.1.5 Parking lot perimeters, weeds, and grasses shall be controlled with approved contact herbicide sprays and / or manual weeding as required.
1.1.6 All application of pest control or herbicide products must be performed by or under the direct supervision of a licensed applicator.
1.1.7 Operate and inspect irrigation system after each mowing event. Any damages shall be repaired by the contractor at the contractor's expense. The Town will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Marina Department of time clock and valve problems prior to making repairs. It is the contractor's responsibility to ensure the sprinkler system functioning properly at all times.

1.2 Specific Requirements

1.2.1 Mowing

- Mowing shall be performed in accordance with a designated schedule to maintain a neat, clean, green, and professional appearance.
- Grass areas shall be cut weekly during the months from April through October, and an average of every ten to fourteen days in the remaining months.
- Power lawn mowers of sufficient horsepower will be used for the type of existing grass.
- Mower blades will be kept sharp to provide a quality cut and prevent tearing of grass.
- Various mowing patterns will be utilized for even distribution of grass clippings and to prevent ruts in the ground created by mowing equipment.
- Grass clippings will be kept out of ornamental beds and removed from paved areas and walkways. During routine visits the contractor is responsible for loose

trash and debris prior to mowing. Clippings and debris on non-grass areas are to be cleared at the end of each mowing. The use of bagging attachments is recommended, but not required.

1.2.2 Edging

- All paved areas, walkways, plant beds, and trees will be edged at each mowing.
- Edging and trimming along all plant beds, curbs, paved areas, and trees shall be done to keep a neat appearance. All hard edges shall be mechanically edged every mowing to maintain definition of edges.
- Permanent fixtures in the grass areas are to be trimmed with weed eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage.
- Equipment used for edging and weed eating will have proper safety guards to deflect flying debris.
- Areas around irrigation heads will be trimmed for effective water distribution.
- Edging that cannot be addressed during regular visits due to vehicular obstruction should be addressed with the Marina Director to achieve a solution.

1.2.3 Debris Removal

- All areas covered in grass clippings will be vacuumed or collected to maintain neat, clean, and professional appearance to the Marina property.
- Catch, rake, or bag all clippings, sweep all sidewalks, parking lots on every cut.
- Dispose of all debris off site, in accordance with any applicable federal, state, or local laws, codes, or ordinances.

1.2.4 Shrubs, Trees, and Other Plantings

- Will be performed as needed to maintain a neat, clean, and professional appearance to the Marina property.
- Catch, rake, or bag all clippings, sweep all sidewalks, parking lots, etc. on every cut.
- Dispose of all debris off site, in accordance with any applicable federal, state, or local laws, codes, or ordinances.

1.2.5 Fertilization and Mulching

- Fertilization will be two (2) times per year in November and April to maintain a neat, clean, green, and professional appearance.
- The winter application will use a combination fertilizer and insecticide for chinch bug and fire ant control.
- Contractor shall advise the Town of fertilizer preference. The Town will purchase the fertilizer based on the Contractor's recommendation for type and quantity.
- Application of fertilizer will be applied to dry grass and then watered immediately.
- All federal, state, and local regulations must be followed.
- MSDS Sheets are required by the Marina Department and Palm Beach County Fire Rescue Department.
- Mulch selected planter areas/beds one (1) time per year.
- Mulch in planting beds must be maintained at a minimum depth of two (2) inches.
- All mulch shall be Grade "A", non-floatable Eucalyptus or Pine Bark Mulch.

1.2.6 Insect Control

- A granular, systemic insecticide will be applied two (2) times per year for White Fly.
- Contractor shall monitor trees and shrubs for signs of disease and insect infestations, including "White Fly". If evidence of an infestation is present, a liquid spray insecticide will be applied
- In all cases of application, the Project Manager shall be notified before

application. Non-compliance of adequate pest control will result in contractor being liable for any sod or plant material replacement deemed necessary.

- All application of insecticide/herbicide products must be performed by or under the direct supervision of a licensed applicator in the State of Florida.
- All Federal, State, and local regulations must be followed.
- MSDS sheets are required by the Public Works Department and Palm Beach County Fire Rescue Department.

1.2.7 Weed Control

- Pre-emergent weed control shall be applied once per year with a well-balanced fertilizer, during November to maintain a healthy green color.
- Weeds must be eradicated and removed to present a neat, well-maintained appearance at all times. Weeds that cannot be removed by hand should be treated with post-emergent herbicide. Dead or damaged portions of plants shall be removed whenever possible..

1.2.8 Irrigation

- Irrigation system is to be maintained in optimal working condition to obtain a green and professional appearance.
- Operate and inspect irrigation system after each mowing event. Any damages

Shall be repaired by the contractor at the contractor's expense. The Town will supply replacement sprinkler heads and nozzles when presented with broken parts. Advise the Marina Department of time clock and valve problems prior to making repairs. The contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the proper irrigation settings.

- The Contractor shall make provisions to provide watering services up to one time per week for non-irrigated areas such as containers.
- Contractor is responsible for ensuring that all local codes, ordinances, and other applicable regulations are followed.
- Where rust prevention requires chemical the Town shall provide and install.
- Sprinkler heads will be adjusted to properly cover designated watering zones.

2. Notification of Grounds Supervisor

2.1 The project Manager for the Town is Stephen Bogner, Marina Director, phone # (561) 881-3353.

2.2 Reports – all services rendered shall be documented on vendor's landscape service report form and a copy e-mailed or faxed to the Town's Project Manager at sbogner@lakeparkflorida.gov. Proper documentation of landscape services will be required for expeditious processing of payments. **All invoices must reflect the correct purchase order number.** Work must be performed to the satisfaction of the Town Project Manager who will inspect work and approve payment. No additional work outside the terms of the Base Bid contract may be performed without advance notice to the Town Project Manager. A Purchase Order number will be provided based upon the contractor's estimate for the additional services.

3. Access to Locations: The contractor will be provided keys for access to locked locations upon approval by the Town Project Manager or designee.

4. Contractor Qualifications

4.1 The bidder must provide at least three (3) references prior to award (see Required Submittals).

4.2 The bidder must have at least FIVE YEARS experience in this type of work.

4.3 The company selected to perform the landscape maintenance services must employ an in-house landscape architect (state registered) or arborist and employ an in-house person holding a GI-BMP certificate for commercial fertilizer application.

4.4 Valid insurance certificate must be kept on file with the Town of Lake Park at all times.

4.5 The Town of Lake Park must be able to verify professional references and visibly inspect like work for properties equal to the size of the Marina. We require an updated phone number and e-mail address to ensure good communication. The Town of Lake Park reserves the right to remove any contractor from the Marina jobsite due to non-compliance of any specifications in the contract with prior written notification.

5. Sprinkler Repairs: The sprinkler system is to be checked immediately after each mowing for any damages, which shall be repaired by the Contractor at Contractor's expense. Sprinkler damage must be repaired within three (3) working days. Failure to repair damaged sprinkler systems shall result in non-compliance of the specifications of the contract.

6. Other Damages: Any other damages caused by the Contractor such as but not limited to the structures, fences, ornaments, windows, damaged by the Contractor's employees are to be replaced or repaired by the Contractor to the satisfaction of the Town of Lake Park at no cost within three (3) working days. It shall be the responsibility of the Contractor and the Town Project Manager to mutually agree on the condition of the property, surfaces, fixtures, or other furnishings before starting work on this contract.

At the time of the Initial Maintenance Event the Contractor must survey the entire project and document the landscape elements that are in distress or in need of resets; and provide the Town with a list of plant material and palm trees that will be in need of future resets (this information will be used for budgeting purposes).

7. Product Information: Product information and MSDS sheets for fertilizers, herbicides, and insecticides must be provided to the Town Project Manager within five (5) business days prior to application.

Contractor shall maintain copies of MSDS for all chemicals used; MSDS must be in compliance with OSHA Regulation 1910.1200 paragraph g.

8. Warranty: Contractor warrants that all applications of fertilizer or chemicals will accomplish the intended results and that any damage on any existing landscaping caused by application will be replaced with new landscaping and/or lawn equal to the original, at no cost.

9. Delivery, Storage, and Handling

9.1 Contractor shall deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

10. Contractor shall store and protect materials from harmful weather conditions and at temperature conditions recommended by material manufacturer. Materials shall be stored at the Marina.

11. Payment to Contractor: The Town will issue a Purchase Order to the Contractor, the dollar amount reflecting the anticipated cost of services to be performed during a twelve month period, or through the

Town's fiscal year (October 1 through September 30). Within one month of receiving a Purchase Order from the Town, Contractor shall submit a twelve month schedule showing the days of the week that routine services will be performed and the anticipated week that periodic services will be performed. The schedule will be approved by the Town Manager or his appointee for purposes of cash flow, notification of the public, and ordering of materials such as fertilizer.

The monthly invoice will reflect the itemized number of services at the unit prices established in the contract schedule of bid items.

During the course of the contract proper documentation of services rendered shall accompany monthly invoicing. No services outside of the contract bid items shall be performed without prior notification of the Town, and a Town Purchase Order issued for such additional services.

SCOPE OF WORK/TECHNICAL SPECIFICATIONS
LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE

ADDITIONAL INFORMATION

- Mobilization, Permits (permit fees waived). Contractor must obtain license to work hthe Town of Lake Park

The CONTRACTOR shall furnish all labor, supervision, equipment and materials as necessary to maintain the landscapes inan attractive and safe condition throughout the year.

SCOPE -ALL AREAS

GROUNDS: The CONTRACTOR shall remove and properly dispose of all litter and debris from lawn areas, planting beds, walkways, and parking lots. All grass and weeds or vines from expansion joints, cracks in pavement, parking lots, walkways and fences shall be removed. On paved areas only, weeds and unwanted grass may be controlled with the use of herbicides on a weekly basis. All dead vegetation shall be removed. The CONTRACTOR shall "weed eat" around all trees, fences, signs, ditch embankments, buildings and other obstacles at each mowing in order to maintain a neat appearance. Unless specifically approved by the MARINA, use of herbicides in lieu of "weed eating" is not permitted.

LAWN CARE: Mowing shall be done to ensure a uniform appearance. The CONTRACTOR shall mow the grass weekly from March 1through November 30 and every two weeks from December 1through February 28. It will not be necessary to bag or remove grass clippings unless clippings or clumps become unsightly or may cause damage to the grass. All plant beds, curbing, driveways and walkways shall be edged with an edger as often as necessary to maintain a neat appearance.

PEST CONTROL: The CONTRACTOR shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around annuals, perennials, ground covers, shrubs, vines and trees. This shall include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications shall_ be performed when temperatures are below 90 degrees Fahrenheit and when wind drift is negligible. The first choice will be insecticidal soaps, horticultural oils and biological controls. Weeds in beds or mulched areas will usually be removed mechanically or by hand. Upon the MARINA'S approval, herbicides may be employed for heavy weed infestations.

PLANT BEDS: The CONTRACTOR shall weed the plant beds when necessary to maintain a weed free appearance.

FREEZE DAMAGE: Any freeze damaged ground covers shall have dead growth removed in the spring by appropriate means.

REPLACEMENT OF PLANT MATERIAL: The MARINA will be responsible to replace all plant materials that are frozen, stolen, vandalized or otherwise destroyed by unforeseen or unpreventable circumstances such as wind. If the MARINA representative determines the poor condition of plant materials is due to improper maintenance or irrigation, the CONTRACTOR shall be responsible for replacing such plant material at the CONTRACTOR'S sole expense. The CONTRACTOR shall notify the MARINA'S representative immediately of plants or areas in distress. The CONTRACTOR or its representative and the MARINA'S Designated Representative will inspect the damaged plant material and prepare a written plan/schedule of replacement. All replacements shall be accomplished within one (1) week of notification. No dead plants will remain in the landscape. Trees or plants that blow over or are disturbed from their normal planted location by wind, vehicular damage or vandalism, shall be replanted within twenty-four (24) hour notice. If time constraint is not met and the plant dies, it shall be replaced by the CONTRACTOR at its sole expense.

PRUNING: The CONTRACTOR shall prune and shape all shrubbery to maintain the natural form of the plant and maintain growth within the limits of the plant bed, also to eliminate the damaged or diseased wood, and sight distance requirements if needed. Trees are to be pruned back twice a year. Trees hanging over sidewalk area are to be

trimmed as needed so walking under them is easily assessable to pedestrians entering the buildings. All pruning work shall comply with ANSI-300A standards. A blower shall be used on sidewalks after each cutting. Parking lots shall be cleared at least once a month and after pruning.

INSPECTIONS: A MARINA Representative will conduct inspections on a monthly basis or as needed. Items discovered to be deficient during inspection shall be corrected within one week.

IRRIGATION SYSTEMS: The CONTRACTOR shall inspect and test rain shut off devices and other components and zones of the irrigation system monthly and shall reset zone times according to seasonal evaporation transpiration changes. Minor adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the CONTRACTOR, with the MARINA paying for parts. Once a year the CONTRACTOR will recalibrate each zone to allow for the application of one inch of water per week. During weekly maintenance, the CONTRACTOR will note and report to MARINA any symptoms of inadequate or excessive irrigation, drainage problems, etc. Timers will be reprogrammed during the dormant season to apply .5" water per week. Repairs or system service beyond the above scope will be charged to the client at an hourly rate per

ST AUGUSTINE GRASSY AREAS

St Augustine grassy areas, nineteen (19) locations within the entire MARINA complex,
Having a sum total of approximately 77,050 sq. ft.

1) D-docks; 5 (5) segments – and identified as starting south and proceed northward:
A segment approximately 34.5' x 5'
A segment approximately 74.5' x 5'
A segment approximately 70' x 5' with an adjoining extension 23' x 9'
A segment approximately 79' x 5'
An irregular segment at the northern corner of D-dock and abutting the marina entrance lane and parking
Sum total of approximately 2,395 sq. ft.

2) Main parking lot detention basin, in center of main parking lot;
A large segment of approximately 19,900 sq. ft.

3) Northeast lawn - abutting seawall (to be treated as a multi-variety grassy area);
A segment of approximately 10,230 sq. ft.

4) North marina field and Lake Shore Drive swale;
A two (2) segment area of approximately 1600 sq. ft.

5) Marina entranceway median;
A segment of approximately 1,440 sq. ft.

6) Marina's northwest basin bulkhead – consisting of two (2) narrow segments measuring approximately 73' x 4' and one (1) irregular segment abutting the bulkhead and including the abutting swale on Lake Shore Drive at the marina's main entrance
Sum total of approximately 925 sq. ft.

7) Swale area at north end of E-docks;
A two (2)- segment area of approximately 480 sq. ft.

8) Median west of E-docks parking area;
A segment of approximately 1,330 sq. ft.

9) Grassy 3' circle segment located at south end of E-docks;
A segment of approximately 12 sq. ft.

10) Swale west of Lake Shore Drive – a sum of six (6) segments; two (2) segments north of Cypress Drive, Sum total of approximately 1,480 sq. ft.

11) Catch basin west of and abutting F-docks parking lot;
A long segment north to south of approximately 3,980 sq. ft.

12) F-docks parking lot southern-most grassy area and swale;
Two (2) segments with a sum total of approximately 1,630 sq. ft.

13} Eastern trailer lot catch basins - north to south sections including median;
A long segment north to south of approximately 1,960 sq. ft.

14} Easterly middle trailer lot catch basins - north to south – a sum of eleven (11) segments including, nine (9) being separate median segments;
Eleven (11) segments with a sum total of approximately 3,100 sq. ft.

15) West trailer lot catch basins and median - north to south;
A long segment north to south of approximately 2,850 sq. ft.

16) Western trailer lot - west side grassy area;
A long segment north to south of approximately 800 sq. ft.

17) Federal Hwy parking lot – lower eastside grassy area;
A long segment north to south of approximately 800 sq. ft.

18) Swale - north side of Silver Beach Rd;
Two segments with a sum total of approximately 1,100 sq. ft.

ST AUGUSTINE GRASS CARE AND MAINTENANCE

LAWN CARE: Mowing shall be done to ensure a uniform appearance. Grass shall be cut no lower than three (3) inches and at no time be allowed to reach height of five (5) inches. The CONTRACTOR shall mow the grass weekly from March 1through November 30 and every two weeks from December 1through February 28. It will not be necessary to bag or remove grass clippings unless clippings or clumps become unsightly or may cause damage to the grass. All plant beds, curbing, driveways and walkways shall be edged with an edger as often as necessary to maintain a neat appearance but no less than twice a month. Chemical means of edging is not acceptable.

FEEDING, PEST and DISEASE CONTROL AND WEED CONTROL OF ST AUGUSTINE GRASS

The CONTRACTOR is encouraged to have the soil tested twice yearly, to determine what nutrients the St Augustine lawn needs for best health and provide an advisement report to the MARINA representative at the commencement of the contract year. (For information on soil testing procedures, the CONTRACTOR may want to contact the Palm Beach County Cooperative Extension service}.

St Augustine grass care and maintenance by the use of fertilizers, pest and disease controllers and weed control shall be accomplished by liquid chemical spray with application by a locally known, certified and professional lawn maintenance APPLICATOR (examples would be *Nozzle Nolen* and *Hulett Environmental Services*, etc.) in such a way as to minimize chemicals that may wash into the marina's basin and intracoastal, keeping with the MARINA'S Clean Marina status. The APPLICATOR is required to use the best care practices for St Augustine grass in the specified locations. The CONTRACTOR shall submit the APPLICATOR'S name with the bid proposal for the MARINA representative's review. The CONTRACTOR shall hire and direct the APPLICATOR and supervise all adjustments of chemicals needed to insure a good healthy grass. The CONTRACTOR is required to check for pests routinely and treat as necessary.

NOTE: There are several water drainage systems in the catchment areas within the MARINA complex having direct access to the MARINA'S basin and intracoastal waters that must be observed. The CONTRACTOR and their agents are required by the MARINA to provide adequate protection procedures in place during all chemical applications.

BERMUDAGRASS - known as CELEBRATION

Locations - Marina office building complex and adjoining areas - numbering six (6) areas with a sum total of ten (10) segments as listed and described below;
A sum total of **10,850 sq. ft. approximately**

1) North and eastside area of complex – a sum of three (3) segments
Two (2) segments abutting 8-docks, described as 47' x 4' and a 41'x 4' segments extending southward from A-docks –
totaling approximately 350 sq. ft.

A triangular shaped segment with a 14' x 4' extension northward, abutting b-docks –
totaling approximately 890 sq. ft.

2) Eastside of complex abutting paver patio – a sum of two (2) segments;
A large irregular rectangular segment with a 16' x 5' extension southward, abutting B-docks and the north boundary of the paver patio and the driveway –
totaling approximately 5450 sq. ft.

A small rectangular segment with a 16' x 4' extension northward abutting B-docks and C-docks and the south side of the paver patio
totaling approximately 675 sq. ft.

3) South side of complex - a sum of two (2) segments;
A rectangular shaped segment abutting C-docks
totaling approximately 1000 sq. ft.

A rectangular shaped segment abutting C-docks and D-docks
totaling approximately 1260 sq. ft.

4) West side of complex;
An irregular shaped segment abutting D-docks
totaling approximately 580 sq. ft.

5) West and north sides of complex;
An irregular shaped segment abutting D-docks and the parking lot
totaling approximately 465 sq. ft.

6) North side of complex;
A small irregular square shaped segment abutting the building's walkway and the parking lot - **totaling approximately 180 sq. ft.**

BERMUDAGRASS CARE AND MAINTENANCE:

MOWING - forty six (46) times per year to be required
Maintained height to one (1) inch
Mower type required- reel type mowing system with properly maintained, sharp blades -
Edging and trimming to be done to best standards
Plugging of isolated damaged or diseased areas is required and to be provided at the CONTRACTOR'S expense as part of the maintenance agreement

FEEDING, PEST and DISEASE CONTROL AND WEED CONTROL OF BERMUDAGRASS

The CONTRACTOR is required to have the soil tested twice yearly (spring/fall), to determine what nutrients the Bermudagrass lawn needs for best health and provide the test report to the MARINA representative at the commencement of the contract year and again in March of each year. (For information on soil testing procedures, the CONTRACTOR may want to contact the Palm Beach County Cooperative Extension service).

Bermudagrass care and maintenance by the use of fertilizers, pest and disease controllers and weed control shall be accomplished by liquid chemical spray with application by a locally known, certified and professional lawn maintenance APPLICATOR (examples would be Nozzle Nolen and Hulett Environmental Services, etc.) insuch a way as to minimize chemicals that may wash into the marina's basin and intracoastal, keeping with the MARINA'S Clean Marina status. The APPLICATOR is required to use the best care practices for Bermudagrass in the specified locations. The CONTRACTOR shall submit the APPLICATOR'S name with the bid proposal for the MARINA representative's review. The CONTRACTOR shall hire and direct the APPLICATOR and supervise all adjustments of chemicals needed to insure a good healthy grass. The CONTRACTOR is required to check for pests routinely and treat as necessary. DESIRED MAINTENACE LEVEL FOR BERMUDAGRASS IS *MODERATE to HIGH*. See the chart below.

Calendar Guide to Annual Bermudagrass Fertilization:

Mtc. Level	Jan	Feb	Mar	Apr	May **South**	Jun **Florida**	Jul	Aug	Sep	Oct	Nov	Dec
Basic		C		N		**SRN**			C		C	
Moderate		C	N		C		SRN		SRN		C	
High		C	N	SRN	C	SRN	Fe		SRN		C	

*North Florida is considered to be anything north of Ocala. Central Florida is defined as anything south of Ocala to a line extending from Vero Beach to Tampa. South Florida includes the remaining southern portion of the state.
** For initial spring application, particularly in North Florida, the recommended time to fertilize is after the last frost rather than on a specific calendar date.

C = complete fertilizer application (NPK); N = nitrogen application only; SRN = nitrogen only in a slow release form; Fe = iron application only.

LANDSCAPED AREAS

Twenty seven (27) separate areas:

1) Marina Complex patio north lawn – abutting patio;
   Four (4) Royal Palms with red mulch
   One (1) Dwarf Palm

2) Marina Complex south lawns;
   Four (4) Coconut Palms with red mulch buffer
   Five (5) accent areas with Crinum Lilly with red mulch

3) All of D-docks – north to south, including Marina office complex west side area;
   Two (2) Coconut Palms with red mulch buffer
   One {1) Gumbo Limbo with red mulch buffer One (1)
   Pidgeon Plum with red mulch buffer

4) Marina Complex North Side;
   Two (2) Desert Cassia trees with red mulch buffer

5) Flag Pole;
   One (1) Coco plum hedge with red mulch bed buffer Vinca plants
   with red mulch bed buffer

6) Main parking lot Detention Basin;
   Nine {9) Gumbo Limbo with red mulch One {1)
   Date Palm with red mulch Cocoplum hedge
   with red mulch bed
   Sea Grape planter with Silver Palmetto - no mulch
   Two (2) Mexican petunia beds, one each along east and west side of detention basin, no mulch
   One (1) Shrub bed with Silver Palmetto at north side – no mulch
   Red mulch bed along back side of refuge container enclosure

7) Marina Seawall Lawn;
   Nine (9) Coconut Palms - no mulch
   One (1) Gumbo Limbo – no mulch
   Three {3) Pidgeon Plum - no mulch

8) North Field Lawn;
   Four (4) Coconut Palms - no mulch Three (3)
   Royal Palms - no mulch
   One (1) Gumbo Limbo – no mulch
   One (1) planted area with Oleander, Holly and Jasmine with brown mulch North
   boundary hedge – no mulch

9) Main Entranceway Median:
   One (1) Date Palm – stone
   Three (3) accent areas with Crinum Lilly – stone
   Two (2) shrub beds – stone

10) E-docks Swale and Promenade;
   Three (3) Royal Palms with red mulch buffer
   Ten {10) Royal Palms with ground cover – no mulch
   One (1) Silver Buttonwood Tree with red much buffer

One planted area with Oleander, Holly and Jasmine

11) Median – parallel to E-docks;
Six (6) Silver Buttonwood Trees no mulch
Twelve (12) Cabbage Palms with brown mulch

12) Boat Ramp - Northwest area at south dumpster location - two segments;
One (1) Silver Buttonwood with brown mulch
Five (5) Cabbage Palms with brown mulch
One (1) cocoplum hedge with brown mulch

13) Ramp Office Building and adjacent catchment basin, north to south; Two (2) shrub hedges, north side of building - no mulch
Three (3).Gumbo Limbo with no mulch Oleander and shrubs – no mulch
Three (3) cabbage palms

14) F-docks parking lot, north end;
Two (2) Coconut Palms with brown mulch
One (1) Pidgeon Plum with brown mulch
One (1) planted area with brown mulch

15) F-docks parking lot, east side center break;
One (1) Gumbo Limbo with brown mulch

16) F-docks parking lot, south end including swale;
Two (2) Coconut Palms – no mulch
One (1) cabbage palm – no mulch

17) Eastern trailer lot Catchment and Median;
Three (3) Cabbage Palms – no mulch
Three (3) Gumbo Limbo – no mulch
Oleander and other shrub bed – no mulch

18) East middle trailer lot catchments and median;
Ten (10) Cabbage Palms – no mulch
Four (4) Gumbo Limbo – no mulch
Cocoplum and other shrub bed – no mulch

19) West middle trailer lot catchments and Median;
Five (5) Cabbage Palms – no mulch
Six (6) Silver Buttonwood trees - no mulch
One (1) shrub bed - no mulch

20) Western trailer lot grassy area;
Three (3) Cabbage Palms with brown One (1)
Gumbo Limbo with brown mulch
Two (2) Silver Buttonwood trees with brown mulch
Oleander and other shrub bed with brown mulch

21) Median between trailer lots and the "S" leg of Lake Shore Drive;
Eleven (11) Cabbage Palms no mulch
One (1) Silver Buttonwood tree no mulch
One (1) Crinum Lilly no mulch

22) Federal Hwy parking lot, lower east side grassy area;
Three (3) Cabbage Palms no mulch
Three (3) Gumbo Limbo no mulch
Two (2) separate hedges no mulch

23) Federal Hwy parking lot, south end;
Two (2) Cabbage Palms no mulch
Sea Grape Hedge no mulch
Cocoplum ground cover no mulch

24) Federal Hwy parking lot, Federal Hwy frontage;
Five (5) Cabbage Palms no mulch
Sea Grape Hedge no mulch

25) East to West sidewalk along Lake Shore Dr. abutting private residence; Two (2) Pidgeon Plum trees - no mulch
One (1) high hedge – no mulch
Keep overgrowth clear from obstruction

26) Overflow parking lot;
Five (5) cabbage palms no mulch
Row of Areca Palm no mulch
Cocoplum Hedge - no mulch

27) South end median between lower trailer lot and Siver Beach Road;
Twelve (12) cabbage palms – no mulch
Two (2) gumbo limbo
Scattered Crinum lily

TREE COUNT REQUIRING FERTILIZATION:

Ninety six (96)

PALMS: to be fertilized four (4) times per year with slow release palm fertilizer at a rate of one half (1/2) pound per one (1) inch trunk diameter. Recommended NPK ratios of (12-4-12) or (8-2-12)

Royal Palms - twenty (20) approximately
Coconut Palms - twenty five (25) approximately
Date Palms - two (2) approximately
Dwarf Palm – one (1)

BROADLEAF:

Gumbo Limbo - twenty seven (27) approximately
Pidgeon Plum - four (4) approximately
Silver Buttonwood – seventeen (17) approximately

TREE COUNT REQUIRING NO FERTILIZATION:

Cabbage Palms – eighty (80)

PLANTED AREAS OF ORNIMENTALS, HEDGES AND GROUND COVER REQUIRING FERTILIZATION AND PEST/DISEASE CONTROL Refer to the above list 1–28

EXHIBIT B

SCHEDULE OF BID ITEMS

EXHIBIT B BID 104-2022

LAKE PARK HARBOR MARINA LANDSCAPE MAINTENANCE SERVICES

SCHEDULE OF BID ITEMS

ITEM NO.	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE $
1.	INDEMNIFICATION	Yr.	One	$100.00
2.	ST AUGUSTINE GRASS CUTTING, EDGING, TRIMMING	Per Event	46 $ 225.00 / event	$ 10,350.00
3.	BERMUDAGRASS CUTTING by REEL MOWER, EDGING, LINE TRIMMING	Per Event	46 $ 90.00 / event	$ 4,140.00
4.	ST AUGUSTINE GRASS FEEDING, WEED AND PEST / DISEASE CONTROL (Bi-monthly, Six (6) applications by certified applicator specific to ST Augustine grass) *	Per Event	6 $350.00 /event	$ 2,100.00
5.	BERMUDAGRASS FEEDING, WEED AND PEST /DISEASE CONTROL (Bi-monthly, Six (6) applications by certified applicator specific to Bermudagrass)*	Per Event	6 $70.00 /event	$ 420.00
6.	PALM TREE FEEDING, PEST CONTROL (Palm trees specified, quarterly, Four (4) applications by certified applicator specific to Palm species identified)*	Per Event	4 $225.00 /event	$ 900.00
7.	BROADLEAF TREE FEED, PEST CONTROL (Broadleaf trees specified, quarterly, Four (4) applications by certified applicator specific to broadleafs identified)*	Per Event	4 $125.00 /event	$ 500.00
8.	PLANT BED HEDGES, SHRUBS, ORNIMENTALS, GROUND COVER-TRIMMING, PRUNING, WEEDING (Eight (8) visits required as needed to maintain a moderate to high manicured standard. Weeding shall be done by hand removal only and as needed)	Per Event	8 $1,400.00/event	$ 11,200.00
9.	DEBRIS PICK UP YARD TRASH REMOVAL FROM MARINA COMPLEX SITE (Forty six (46) visits required as needed to maintain a clean debris free landscape, roadway, parking lots and walkways. Storm drain grates are to be cleared at surface of dirt and collection of all debris. CONTRACTOR to get with MARINA management to identify it's collection area(s) of debris that is occasionally gathered by marina personnel when necessary)	Per Event	46 $ 30.00 /event	$ 1,380.00
10.	HEDGE, SHRUBS, ORNIMENTALS, GROUND COVER PLANTER BED FEEDING and PEST CONTROL IDENTIFIED FROM LISTED LANDSCAPED AREAS 1-28 (Bi-monthly fertilizing, pest and disease control Six (6) applications by certified applicator required annually specific to species identified)*	Per Event	6 $ 350.00 /event	$ 2,100.00

	ITEM DESCRIPTION BASE BID	UNIT	QUANTITY	TOTAL PRICE $
11.	Provide labor, equipment and material to MULCH. MULCHED areas are to be kept clean and refreshed two (2) times per year with depth of 2 to 3 inches. Mulch shall be free of pests and disease. Mulch shall be maintained to a loose consistency and shall not be allowed to become matted or compacted. Mulch shall be installed immediately upon receipt of Town purchase order. Mulch is provided at CONTRACTOR'S EXPENSE and shall be provided as necessary to maintain these depths.	Per Event	2 $2,000.00/ event	$ 4,000.00
12.	INITIAL ESTABLISHMENT OF MULCH BEDS TO PROPER DEPTH REQUIRED TO CONTAIN ALL MULCH IN NORMAL CONDITIONS AND DURING HEAVY RAIN CONDITIONS. This includes all landscaped areas as needed throughout marina complex ; Subject to MARINA managers satisfaction. (APPLIES TO FIRST YEAR OF CONTRACT TO BE PERFORMED APPROXIMATELY 6 MONTHS INTO THE CONTRACT)	L.S.	1	$ 3,500.00
13.	Operate and inspect irrigation system. Repair damages.	Per Event	46 $70.00 / event	$ 3,220.00

TOTAL BASE BID ITEMS 1 THRU 13 **TOTAL: $** 43,810.00

WRITTEN AMOUNT: $ Forty-three thousand eight hundred ten dollars and 00/100

.....

ALTERNATE I: TREE PRUNING incl. removal of debris from pruning activity. All tree and shrub pruning shall comply with ANSI-300A standards.

Palm Tree up to 25' (clear trunk + crown shaft) height, min. 20 trees / trip ..... $ 40.00 /tree
Palm Tree 25' (clear trunk + crown shaft) or taller min. 10 trees / trip..... $ 50.00 / tree
Broadleaf Tree (ladder accessible)..... $ 100.00 /tree
Broadleaf Tree (bucket truck required- accomplished with tall palm tree)..... $ 150.00 /tree

Schedule of Bid Items (cont.)

BILL-OUT LABOR UNIT PRICES

ITEM NO.	ITEM DESCRIPTION	UNIT	RATE/ HR.	COMMENTS
1.	Irrigation Technician	Hourly	$ 70.00 / Hr.	
2.	Landscape Foreman	Hourly	$ 50.00 / Hr.	
3.	Grounds Maintenance worke	Hourly	$ 40.00 / Hr.	
4.	Laborer	Hourly	$ 40.00 / Hr.	
5.	Landscape Architect	Hourly	$ 200.00 / Hr.	
6.	Arborist	Hourly	$ 150.00 / Hr.	
7.	Fertilizer certified applicator	Hourly	$ 75.00 / Hr.	
8.	Pesticide certified applicator	Hourly	$ 75.00 / Hr.	
	Other Administrative	Hourly	$ 60.00 / Hr.	

Submitted by: Christopher Dellago, RLA
Name of firm: Chris Wayne and Associates, Inc.
Tel. # 561-746-4225

Submit Bid To: Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park Fl. 33403
Bid to be submitted in sealed envelope clearly marked on the outside
"Lake Park Harbor Marina Landscape Maintenance Bid 104-2022

EXHIBIT C - FORMS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

__0__ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION**

Firm Name: Chris Wayne and Associates, Inc.

Signature: _____

Name and title (Print or Type): Owner

Date: 8/11/22

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Chris Wayne and Associates, Inc.

Street Address:

15863 97th Drive North, Jupiter, FL 33478

Mailing Address (if different from Street Address):

Same

Telephone Number(s): 561-746-4225

Fax Number (s): N/A

Email Address: chris@chriswayneinc.com

Federal Employer Identification Number: 20-1399029

Signature: _____

(Signature of authorized agent)

Print Name: Christopher Dellago, RLA

Title: Owner

Date: 8/11/22

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICIATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOACLLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

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

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

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

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

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

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

Acknowledged by:

Chris Wayne and Associates, Inc.

Firm Name

Signature

Christopher Dellago, RLA / Owner

Name and title (Print or Type)

8/11/22

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Chris Wayne and Associates, Inc.

Firm Name

Signature

Christopher Dellago, RLA / Owner

Name and Title (Print or Type)

8/11/22

Date

Chris Wayne and Associates, Inc.

DRUG-FREE WORKPLACE

Chris Wayne and Associates, Inc. is a drug-free workplace and has a
(Company Name)
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Chris Wayne and Associates, Inc.
Firm Name

Signature

Christopher Dellago, RLA / Owner
Name and title (Print or Type)

8/11/22
Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

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

a. He/She is Christopher Dellago of Chris Wayne and Associates, Inc., the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: 104-2022 Title: Lake Park Harbor Marina Landscape Maintenance Services

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this 11th day of August, 2022, by Christopher Dellago, who is personally known to me or who has produced _____, as identification.

SEAL

Notary Public State of Florida
Sandra Martin
My Commission GG 323652
Expires 06/18/2023

Notary Signature

Notary Name: Sandra Martin

Notary Public (State): Florida

My Commission No.: GG 323652

Expires on: 6/18/2023

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Christopher Dellago

Title: Owner

Date: 8/11/22

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - Christopher Wayne Dellago

15863 97th Drive North, Jupiter, FL 33478,

(Insert full name and address or legal title of selected Proposer)

As Principal, hereinafter called Contractor, and Christopher Dellago,

(Name of Insurer)

As Surety, hereinafter called Surety, are held and firmly bound unto the Town of Lake Park, Palm Beach County, Florida; as Oblige, hereinafter called the Town, in the amount of _____, ($_____), for the payment whereof, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20___, entered into a Contract with the town in accordance with the Solicitation specifications prepared by the Town, which Contract is by reference made a part hereof and is hereinafter referred as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The surety hereby waives notice of any alteration or extension of time made by the Town.

Whenever the Contractor shall be and declared by the Town to be in default under the Contract, the Town having performed Town's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

a. Complete the Contract in accordance with its terms and conditions; or

b. Obtain a Proposal or Proposals for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the most responsible Proposer, or if the Town elects, upon determination by the town and the Surety jointly of the most responsible Proposer, arrange for a Contract between such Proposer and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Town to the Contractor under the contract and any amendments thereto, less the amount properly paid by the Town to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Town named herein or the heirs, executors, administrators, or successors of the Town.

Signed and sealed this _____ day of _____, 20___.

_____
(Principal) (Seal)

_____ _____
(Witness) (Title)

_____
(Name of Insurer) Surety (Seal)

_____ By: _____
(Witness) (Attorney-in-Fact)

EXHIBIT D

CONTRACT AGREEMENT

Exhibit D - Contract Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR
Lake Park Harbor Marina
Landscape Maintenance
Services
TOWN OF LAKE PARK
TOWN BID Number 104- 2 0 2 2

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and Chris Wayne and Associates, Inc. ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's' bid response to the Town's Invitation For Bid Number 104-2022.

All terms, conditions, plans and specifications of Town Bid Number 104-2022, any Addenda, and contractor's accepted bid, dated August 11th, 2022 shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be $ 43,810.00 per year, for three (3) year contract total of $ 131,430.00 commencing on October 1, 2022 thru September 30, 2025.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2022; and authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

Attest:

By: _____

Michael O'Rourke, Mayor
_____day of_____, 2022

_____
Vivian Mendez, Town Clerk

(Town Seal)

Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only:

By:

_____
Thomas Baird, Town Attorney
_____day of_____, 2022

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

Chris Wayne and Associates, Inc.
Name of Contractor

Signature

Christopher Dellago, RLA / Owner
Name, Title

(CORPORATE SEAL)

Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DELLAGO, CHRISTOPHER W

CHRIS WAYNE AND ASSOCIATES
15863 97TH DRIVE NORTH
JUPITER FL 33478

LICENSE NUMBER: LA6666678

EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
15863 97TH DR
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0027 LANDSCAPING	DELLAGO CHRISTOPHER W		B22 602364 - 07/12/22	$33.00	B40112060

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE ANS ASSOCIATES INC

LBTR Number: 201101101
EXPIRES: SEPTEMBER 30, 2023

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
15863 97TH DR N
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0030 LAWN MAINTENANCE	DELLAGO CHRIS		B22.602295 - 07/12/22	$33.00	B40111240

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE AND ASSOCIATES INC
CHRIS WAYNE AND ASSOCIATES INC

LBTR Number: 200504499
EXPIRES: SEPTEMBER 30, 2023

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
15863 97TH DR
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0099 LANDSCAPE ARCHITECT BUSINESS	DELLAGO CHRISTOPHER W	LC26000243	B22.602363 - 07/12/22	$33.00	B40112061

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE ANS ASSOCIATES INC
CHRIS WAYNE ANS ASSOCIATES INC

LBTR Number: 201101100
EXPIRES: SEPTEMBER 30, 2023

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
15863 97TH DR
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0069 LANDSCAPE ARCHITECT	DELLAGO CHRISTOPHER W	LA6666678	B22 602300 - 07/12/22	$33.00	B40112063

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE ANS ASSOCIATES INC
CHRIS WAYNE ANS ASSOCIATES INC

LBTR Number: 200515864
EXPIRES: SEPTEMBER 30, 2023

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
15863 97TH DR
JUPITER, FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0060 IRRIGATION SPRINKLER CONTRACTOR	DELLAGO CHRISTOPHER W	U20161	B22.602301 - 07/12/22	$27.50	B40112062

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

CHRIS WAYNE ANS ASSOCIATES INC
CHRIS WAYNE ANS ASSOCIATES INC
15863 97TH DR N
JUPITER FL 33478-9310

LBTR Number: 200515865
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Construction Industry Licensing Board of Palm Beach County

(561) 233-55

Planning, Zoning & Building Department
Contractors Certification Division
2300 N. Jog Road, 2nd Floor, Suite 2W-61
West Palm Beach, FL 33411

CHRISTOPHER W DELLAGO
15863 97TH DR N
JUPITER, FL 33478

Congratulations on obtaining your **IRRIGATION SPRINKLER CONTRACTOR** Certificate and for applying for certification in Palm Beach County. With this Certificate of Competency, you become or continue to be one of thousands of Floridians certified by the Construction Industry Licensing Board (CILB) of Palm Beach County. Our Construction certificates range from General, Building, and Residential to Specialty trades unique to our County. The following is proof of your Certificate of Competency along with your scope of work.

Peter Ringle, Chair

Construction Industry Licensing Board of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-20161	IRRIGATION SPRINKLER CONTRACTOR

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : CHRISTOPHER W DELLAGO

FIRM : CHRIS WAYNE & ASSOCIATES INC

DBA :

15863 97TH DR N

JUPITER, FL 33478

Issued : 10/04/2021

Expiration date: 09/30/2023

IRRIGATION SPRINKLER CONTRACTOR contractor are those who are qualified to design, install, mai repair, alter or extend, within professional and governmental regulations, all piping, sprinkler heads, control sy components, pumps, and chemical injectors for irrigation of lawns and plant materials. Electrical work is limited to 98 volts, except for connection of pigtailed equipment or replacement of identical controls and motors. Any equipment requiring 230 volts, 3 phases or more will require a certified electrical contractor. For water source, the contractor may connect to the discharge side of a code-approved backflow preventer provided by a licensed plumbing contractor, draw from a legal surface water source, or connect to a water well head drilled by a licensed water well driller. Such contractors shall subcontract to a Certified Electrical Contractor, Plumbing Contractor, Paving Contractor, Water Well Driller, Horizontal Driller or Masonry Contractor as needed to complete the irrigation system. (Rev. 1/13)

CHRIS-5

OP ID: SR

Item 4.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INNOVATIVE INSURANCE CONSULTANTS, INC.
5461 UNIVERSITY DRIVE, #103
CORAL SPRINGS, FL 33067
BARRY S. GOLDSTEIN
954-340-9551

CONTACT NAME: BARRY S. GOLDSTEIN
PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456
E-MAIL ADDRESS: BARRY@INNOVATIVE-INSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: WESTERN WORLD INS CO - RPS	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CHRIS WAYNE & ASSOCIATES, INC
15863 97TH DR N
JUPITER, FL 33478

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		NPP8827690	08/08/2021	08/08/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X BLANKET A/I			PRIMARY NON-CONTRIBUORY			MED EXP (Any one person)	$ 5,000
	X BLANKET WAIVER						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWN OF LAKE PARK IS ALSO KNOWN AS ADDITIONL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER

LAKEP-1

TOWN OF LAKE PARK
ATTN: DAVE URBINATI
535 PARK AVENUE
LAKE PARK, FL 33403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barry S. Goldstein

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM 08/03

Item 4.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CSC	
Mylo LLC 8880 Ward Parkway Suite 200 Kansas City MO 64114	PHONE (A/C, No, Ext): / FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Home Point	11072
INSURED Chris Wayne And Associates, Inc. 15863 97th Dr N Jupiter FL 33478	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2262307807 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4104211	04/27/2022	04/27/2023	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Lake Park
535 Park Avenue
Lake Park FL 33403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Office of the
Town Clerk

August 16, 2022

NOTICE OF INTENT TO AWARD

RFP 104-2022- Lake Park Harbor Marina Fuel Dispenser Replacement Project

To All Interested Parties,

Thank you for submitting your response to Request for Proposal 104-2022, Lake Park Harbor Marina Landscape Maintenance Services, dated July 11, 2022. The Town received one qualified response, which was evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to:

Chris Wayne & Associates, Inc.
15863 97th Drive North
Jupiter, Florida 33478

We would like to thank each vendor for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the Town of Lake Park.

Sincerely,

Vivian Mendez, Town Clerk

Cc: Stephen Bogner, Marina Director

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 3, 2025

Originating Department: Community Development

Agenda Title: Request to Waive Conflict of Interest - Certificate of Appropriateness (COA) Petition to Demolish 918 Park Avenue (The Adler) - Locally Designated Historic Building (Proposed Kelsey on Park Project) - REG Architects

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

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

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

Account Number: #108 **Finance Signature:** *Barbara Gould*

Advertised:

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

Attachments: Staff Report and attachments; Town Attorney Response letter to Attorney Nason regarding conflict of interest

Please initial one:

_____ Yes I have notified everyone

X Not applicable in this case

Summary Explanation/Background:

Mr. Rick Gonzalez, REG Architects, a Town consulting services firm, is requesting a waiver from the Town Commission to continue to represent The Adler and Mr. Glen Spiritus, the developer for Kelsey on Park, in connection with its petition for a certificate of appropriateness (COA) to demolish the locally designated historic building at 918 Park Avenue.

The request, if approved, would enable Mr. Gonzalez and REG Architects to represent his client on all matters within the Town related to the developer's request to demolish the 918 Park Avenue building, including the Historic Preservation Board (HPB) and potentially the Town Commission (on appeal if the HBB were to deny the COA request).

REG currently maintains a continuing service contract (CSC) with the Town and by representing the property owner/developer would maintain conflict of interest. Thus, Mr. Gonzalez would be taking a position that is adverse to the Town's position and interest, due to not only the report, but also his expected/proposed advocacy during the hearings.

The current CSC with the Town provides that in order to represent a client doing business with the Town, the firm must ask the Town Commission to waive any conflict of interest with the Town. As a result, the Town Commission may grant or deny the waiver.

If the waiver is granted, REG would maintain the opportunity to continue to represent and advocate for demolition of The Adler building and continue under contract with the Town.

If the waiver is not granted, REG would not maintain the opportunity to represent both the Town and property owner/developer of The Adler building property in their request to demolish the historic building at 918 Park Avenue. Thus, the firm would be required to either:

1. End its continuing contract with the Town (and as the architectural sub-consultant with another Town CSC engineering firm) and proceed to represent the Adler

or

2. End its relationship with the property owner/developer of The Adler building and continue to represent the Town.

Note: If REG determines that they are willing to end its contract with The Adler, property owner/developer would be required to resubmit a new application with a new architect of record and a new report to ensure that the application may properly be reviewed and processed

Recommended Motion:
N/A

STAFF REPORT: COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST BY REG ARCHITECTS FOR THE TOWN COMMISSION TO WAIVE A CONFLICT OF INTEREST

Request

Rick Gonzalez is requesting a waiver from the Town Commission on behalf of REG Architects and himself to continue to represent The Adler (developer for Kelsey on Park) in connection with its petition for a certificate of appropriateness (COA) to demolish the locally designated historic building at 918 Park Avenue. Please see Attachment 1 for his request.

The Adler has submitted a new petition to in essence demolish the 918 building, and as such Mr. Gonzalez would continue to advocate for his client, including at the Historic Preservation Board (HPB)) Hearing and any actions beyond.

REG currently has a continuing service contract with the Town, and as such a conflict of interest is created if the firm continues to serve both the Town and The Adler. Under terms of the contract, in **order to represent a client doing business with the Town the REG must ask the Town Commission to waive any conflict of interest with the Town created by representing The Adler.**

The Town Commission may grant or deny the waiver. If the waiver is granted REG can continue to represent and advocate for The Adler, as well as continue under contract with the Town. If the waiver is not granted REG cannot continue to represent both the Town and The Adler. In that instance REG would have to end its contractual association with either the Adler or the Town. If REG decides to end its contractual relationship with The Adler on the petition new supporting documentation will be required from The Adler for their historic preservation board application in order for Staff to be able to process that application (which is concurrently on hold pending the outcome of this conflict waiver request).

Current contract the Town

The Town has continuing services contracts with various consultants to provide expertise in specific areas needed from time to time. The current firms were selected through an RFP process in 2023. Among the requested specialties was Architecture with experience in historic preservation. Three firms were selected: REG Architects, Engenuity (with REG as the architectural sub-consultant) and Kimley-Horn (with Tim Hullihan as the architectural sub-consultant).

Within the executed contracts, the standard language as set out in Section 13. CONFLICTS reads:

> "The Town recognizes and aknowledges that the Consultant is engaged in a business which provides consulting services to multiples clients including other governmental entities. Further, the Town recognizes and acknowleges that the Consultant may presently, or may in the future, represent clients who are or may be soing business in or with the Town. The Town agrees that the Consultant may perform services for clients who are or may have matters before the Town Commission, provided Consultant discloses any and all clients it represents who may have any matters which are now or may reasonably be expeccted to come before the Town Commission for its considerarion and, provided further, that the Town Commission waives the actural or potential conflict of interest created by the Consultant's representation of the other client."

This information was communicated to the Adler in an August letter to their attorney, contained in attachment 3.

Background: REG and Town

As stated above, REG was selected for a continuing services contract regarding architecture with historic preservation experience, and a contract signed in December 2023. REG was also identified by Engenuity as their sub-consultant for architecture in their contract with the Town. REG has previously done work for the Town including the Town Hall interior renovations and reviews of certificates of appropriateness. At the time the continuing services contracts were signed in 2023 REG was already working for The Adler. While REG did not formally disclose this during the selection process, staff was aware.

In August 2023, The Adler had submitted a request for de-designation that included a report from REG. Mr. Gonzalez had also represented his client at the October 2, 2023 Historic Preservation Board meeting, advocating that the 918 building had no historical value and should be demolished.

Evidence was presented by Community Development staff that in 2017 when REG was under contract with the Town to review a request to renovate the 918 building, Mr. Gonzalez concluded "Overall, the existing building retains a moderate degree of historic integrity of location, setting, materials, design, proportion, massing, feeling, and association"

Both the 2017 and 2023 reports described the exact same changes that had occurred to the building over time. However, what was summarized as "**minor changes**" when the consultant for the Town, became "**significant changes"** in the 2023 report for The Adler. (See attachment # 23 for verbiage comparison)

Mr. Gonzalez's explanation of this inconsistency due to not having read the master file in 2017 is questionable.

The Adler filed an appeal petition before the Town Commission, which was denied. Mr. Gonzalez and REG continued to represent them.

A new application for a certificate of appropriateness proposing demolition of the structure has recently been submitted. Now that REG is under a continuing services contract with the Town, the request for a waiver is required and the conflict must be waived in order for the application to proceed.

Factors for Town Commission to Consider in Decision

The purpose of the waiver clause

From time to time a consultant under contract with the Town may be hired by a private sector applicant with a project before the Town. This may result in a potential conflict of interest, depending on the nature of the work. The waiver clause requires that when this occurs, the consultant must receive the Town Commission's approval to represent both parties.

For example, Kimley-Horn provided engineering consulting services for the Kelsey on Park Project. Subsequently, the Town desired to hire the planning branch of the firm to prepare a planning study on the PADD. The Town Attorney determined there was no need for Kimley-Horn to request a waiver, as the engineering contract for the Kelsey on Park project was completed and Kimley Horn was no longer doing work for the project, nor was the Town contracting with Kimley-Horn for engineering, but for planning for the PADD.

What should be considered in a waiver request?

In representing the Adler, Mr. Gonzalez has taken a position that is clearly adverse to the Town's position and interest, due to not only the report, but also his advocacy at the hearings.

The Adler has refiled its petition to in essence demolish the 918 building, and Mr. Gonzalez desires to continue to advocate for his client, including at the Historic Preservation Board Hearing and any actions beyond. As he is under contract with the Town this presents a conflict of interest. The question is, should the conflict be waived.

Some of the questions that the Commission may consider are:

- Is there a potential or actual conflict of interest?
- Is the representation of the Adler's interests directly adverse to the Town's position?
- Is there is a significant risk that the REG's ability to consider, recommend or carry out an appropriate course of action for the Town would be materially limited by the loyalties to the other client?
- If REG continues to represent The Adler, will theTown lose its confidence in hiring REG for other work?

The Town Commission may feel uncomfortable that a firm they have under contract is arguing against the Town's position to preserve the building. Further, the change in opinions in 2017 and 2023 based on his client at the time may be concerning. If so, the Commission may choose not to waive the conflict.

The Commission may feel that the Firm should not be penalized for zealously representing a client, as they would expect the same. They may have confidence that whatever the outcome of this, REG will represent the Town's interest or provide an unbiased opinion on future COA reviews. If so, the Commission may choose to waive the conflict.

As stated at the beginning of the report, if the waiver is granted REG can continue to represent and advocate for The Adler.

If the waiver is not granted REG cannot continue to represent both the Town and The Adler in its request to demolish the historic building at 918 Park Ave. The firm would need to either end its continuing contract with the Town (and as the architectural sub-consultant under Engenuity) and proceed to represent the Adler, or end its relationship with the Adler and continue to represent the Town.

Should REG decide to end its contract with The Adler, The Adler must resubmit a new application with a new architect of record and a new report so that the application can be processed.

Attach1: Letter from REG

Attach 2: Comparison of Report Summaries REG

Attach 3: Letter from Attorney Baird to Attorney Nason

Received August 18, 2025

Attachment 1

REG
ARCHITECTS
since 1988

August 6, 2025

VIA EMAIL: townclerk@lakeparkflorida.gov
Ms. Vivian Mendez, Town Clerk
Town of Lake Park
535 Park Ave.
Lake Park, Florida 33403

Re: 918 Park Avenue

Dear Ms. Mendez:

I write to request a waiver on behalf of REG Architects, Inc. ("REG") and myself to continue our representation of The Adler in connection with its petition for a certificate of appropriateness to demolish the historically designated structure at 918 Park Avenue. This waiver request is necessitated due to a December 2023 continuing services contract into which REG has entered with the Town. Section 13 of that contract states:

> The Town agrees that the Consultant may perform services for clients who are or may have matters before the Town Commission, provided Consultant discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Commission for its consideration and, provided further that the Town Commission waives the actual or potential conflict of interest created by Consultant's represented of the other client.

A waiver is particularly appropriate in this matter due to my longstanding relationship with The Adler and its principal, Glen Spiritis. In 2023, I was retained by The Adler in connection with an unsuccessful petition to de-designate 918 Park Avenue as historic. It is my understanding that I was actually recommended by Town Staff for retention by The Adler in connection with that endeavor. I did a substantial amount of research, prepared a detailed report, and testified for The Adler in that proceeding. While The Adler was ultimately unsuccessful in its request to de-designate the property, the Town Commission expressly left open the availability of pursuing relief under a certificate of appropriateness, which it is now doing. Given my relationship with The Adler, as well as my knowledge and familiarity with the structure, it would create an undue expense, burden and hardship should The Adler be required to obtain a new architectural expert at this juncture.

Further, the Town would not be prejudiced were I allowed to continue my representation of The Adler. First, I would not be available to be retained by the Town due to my pre-existing relationship with The Adler. Second, in the prior proceedings, the Town was represented by Richard Heisenbottle, registered architect. Presumably, the Town would retain Mr. Heisenbottle in this new matter.

I therefore respectfully request the Town Commission to favorably consider this waiver.

Very truly yours,

REG Architects, Inc.

Rick Gonzalez

cc: Anders Viane – via email
Thomas Baird, Esq. – via email
Nathan E. Nason, Esq. – via email Glen Spiritis – via email

Attachment 2

Comparison of Conclusions from REG Reports

2017 Report for the Town of Lake Park

"Several minor changes have occurred to the exterior. **Items such as window replacement, stucco repair and recoat, storefront alteration, enclosure/ infill of rear sleeping and eating porches, inappropriate and insensitive rear (South) alterations, infills and additions.**

Overall, the existing building retains a moderate degree of historic integrity of location, setting, materials, design, proportion, massing, feeling, and association. Per the landmark's Florida Maser Site File it is the last remaining Commercial building from the Boom Times era."

2023 Report for The Adler

"Many significant changes have occurred to the exterior. **Items such as window/storefront replacements, stucco repair and re-coat, enclosure/ infill of rear sleeping and eating porches, inappropriate and insensitive rear (South) alterations, infills and additions**.

Therefore, the property has ceased to meet the criteria for being listed as a historic landmark in the downtown retail district of the Town of Lake Park. This is due to alterations and additions which have destroyed the historic integrity and significance.

JONES FOSTER

August 4, 2025

Via Email: nnason@nasonyeager.com

Nat Nason, Esq.
Nason Yeager
3001 PGA Blvd #305
Palm Beach Gardens, FL 33410

Re: 918 Park Avenue

Dear Mr. Nason:

I am responding to your letter of July 30, 2025. I understand that you represent the property owner at 918 Park Avenue (the Adler), and not REG Architects, Inc. (REG). A separate responses will be provided directly to Mr. Gonzalez since he is the principal of REG. On behalf of REG Architects, Inc., Mr. Gonzalez executed an agreement, effective December 20, 2023 for a term of three years. The agreement addresses the conflict that was created as a result of REG's duel representation of the Town of Lake Park (Town) and the Adler. With respect to conflicts for those consultants that have executed continuing services agreements with the Town, Section 13, entitled "Conflicts," of the REG agreement states:

> The Town agrees that the Consultant may perform services for clients **who are or may have matters** before the Town Commission, provided Consultant discloses any and all clients it represents who may have any matters which are now or **may reasonably be expected** to come before the Town Commission for its consideration and, provided further that the Town Commission **waives the actual or potential** conflict of interest created by Consultant's represented of the other client.

In this case, REG has an actual or potential conflict created by his current representation of the Adler, and his desire to represent it in proceedings that will actually or potentially be before the Town Commission. You are correct that Mr. Gonzalez previously testified during the proceedings involving the Adler's application to "de-designate" the Arnold Building as a locally designated historic building. His testimony ultimately was presented to the Town Commission at its consideration of the Adler's

Thomas J. Baird
D 561 650 8232 O 561 659 3000
tbaird@jonesfoster.com

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jonesfoster.com

EST. 1924

appeal of the recommendation to deny the application to de-designate the building. At the time of Mr. Gonzalez' testimony, REG did not have an agreement with the Town to provide continuing architectural services to the Town. Thus, there was no conflict.

Subsequently, REG responded to the Town's CCNA solicitation for continuing services to provide architectural services to the Town. The Adler has now filed a different application pertaining to the Adler which if approved could lead to the demolition of the Arnold building. Presumably, Mr. Gonzalez will testify consistent with his testimony when REG was not under contract with the Town and argue again that the Arnold Building is not worthy of maintaining its designation as a historic structure. The architectural services he will provide will be directly contrary to the position that the Town Commission has previously taken. This is clearly a conflict because to your client and these his arguments are contrary to the findings made by the Town's Community Development Department, the Town's architectural consultant, the Planning & Zoning Board, and the Town Commission. In essence, each of these entities found that REG's arguments were directly contrary to their collective findings that the Arnold Building remains of historic value and should not be de-designated, or demolished.

While I can appreciate the Adler's consternation, the conflict Mr. Gonzlez has created is one that he must resolve with the Adler and the Town Commission. Given the conflict which Mr. Gonzalez has created by his dual representation of the Adler and the Town, he must determine whether or not, he will comply with the conflict of interest provision of the agreement he executed with the Town. If he chooses to seek a waiver of the conflict, then, in accordance with the agreement, the Town Commission will determine whether or not to waive the conflict and permit him to represent the Adler. Until the Town Commission determines that it will waive the conflict, the Town objects to its consultant (RDS) also representing the Adler.

Very truly yours,

JONES FOSTER P.A.

Thomas J. Baird

Florida Bar Board Certified City, County and Local Government Attorney

TJB:MRG

cc: Nadia DiTommaso
Anders Viane

#6804589 v1 26508-00001

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 17, 2025

Originating Department: Community Development

Agenda Title: Resolution 68-09-25 - Town Grant Award - Community Beautification Improvement Fund (CBIF) - 339 Evergreen Drive - $13,000 (Driveway Replacement)

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

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

Cost of Item: $13,000 **Funding Source:** Beautification Reserve Exp.

Account Number: 900-58000 **Finance Signature:** *Barbara A. Gould*

Advertised:

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

Attachments: Resolution 68-09-25 with Exhibit "A" (Application)

Please initial one:

_____ Yes I have notified everyone

ND Not applicable in this case

Summary Explanation/Background:

The Community Development Department is requesting the Town Commission to consider authorizing funding from the Town's Community Beautification Improvement Fund (CBIF) to support redevelopment of the driveway gravel to code compliant pavers at 339 Evergreen Drive, which is owned by Ms. Shelly Travelstead (Applicant) in is requesting assistance, in the amount of $13,000.

Note: The Community Beautification Improvement Fund (CBIF) provides grant funding to Town property owners to assist in beautification efforts within the Town while remedying code violations. At this time, the fund maintains $10,000 within the FY 2025 Budget. Funding to support this Fund is provided by code fines (20% paid).

Currently, the program identifies the following criteria:

- A violation has been found (Staff Response: Gravel driveways are legal, nonconforming. A compliant surface is required upon replacement)

- Ensure that CBIF funding is available (Staff Response: The fund currently maintains approx.. $89,604.22)

- Funds are allocated on a first-come, first-serve basis to ensure eligibility and fund availability [Staff Response: Applicant is eligible and funds are available (this fiscal year and next fiscal year)]

- Grant awards shall be distributed on a reimbursement basis only (Staff Response: The contract identifies that the full payment shall be made upon completion of work. Completion also includes a passed final inspection by the Town. An initial deposit is not required)

- The Grant recipient shall be responsible for at least 25% of the total cost of the improvements unless the Director of Community Development or the Special Magistrate determines that an extreme financial hardship exists. A financial hardship is evident when the applicant is financially unable to pay some or all of the costs of the repair. The applicant shall provide tax returns(…) (Staff Response: The homeowner (applicant) is on restricted income and has provided copies of two years of tax returns that identify extreme financial hardship. The cost of the driveway replacement is equal to at least 1/3 (one-third) of the homeowner's total annual gross income. The Director of Community Development is proposing to award 100% of the requested amount)

- Previously, a second mortgage document and a promissory note to repay the grant to guarantee the continued tenancy of the grantee was required, however this requirement has been eliminated pursuant to recent discussions in that the main purpose of the program is to provide assistance towards remediation of code violations, resulting in beautification to homeowner occupied properties, regardless of their long term tenancy (Staff Response: Not required)

The applicant has submitted all appropriate documentation and information and staff has determined that a significant financial hardship exists. Thus, the CBIF grant funding is needed to perform the requisite repairs.

All grant funding will not be paid out until the redevelopment (driveway) work is completed and inspected by the Town.

If approved, a permit along with contractor registration will be submitted to Town prior to commencement of work, which is expected in the coming months.

Recommended Motion:
I move to approve Resolution 68-09-25 and approve a Town Grant Award from the Town's Community Beautification Improvement Fund (CBIF) to support a driveway replacement at 339 Evergreen Drive, in the amount of $13,000 (Driveway Replacement); and authorize the Mayor to execute the Resolution.

RESOLUTION 68-09-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE A COMMUNITY BEAUTIFICATION IMPROVEMENT GRANT IN THE AMOUNT OF $13,000; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the Town created a Community Beautification Improvement Grant program in 1998, as codified by Resolution 35-08-09, along with subsequent revisions to the application form; and

WHEREAS, the Town is in receipt of a grant application from Shelly Travelstead, the owner of the property having an address of 339 Evergreen Drive (the "Applicant"), a copy of which is attached hereto and incorporated herein as **Exhibit "A"** (the "Application"); and

WHEREAS, the Applicant is requesting $13,000 to upgrade her driveway from gravel to code compliant pavers,

WHEREAS, the Community Development Director has reviewed the application and deemed it to be complete and recommends the approval of the Application.

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

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

Section 2. The Town Commission hereby approves the Application and incorporates the representations contained in **"Exhibit "A"** which is attached hereto and incorporated herein by reference**.**

Section 3: This Resolution shall take effect upon execution.

#6971397 v1 26508-00001

Town of Lake Park Community Development Department
CommunityDevelopment@lakeparkflorida.gov
(561)881-3319

COMMUNITY BEAUTIFICATION IMPROVEMENT FUND (CBIF) GRANT APPLICATION RESIDENTIAL PROPERTIES

The Town of Lake Park has a property improvement grant program called the Community Beautification Improvement Fund (CBIF) that returns 20% of all collected code violation fees back into the community. The CBIF Grant is available to both residential and non-residential property owners.

RESIDENTIAL PROPERTIES must have received a code violation (or have received a determination from the Code Division that a code violation is present). The following additional criteria applies:

PROGRAM OVERVIEW

- Award of grant funds are on a first-come, first-serve basis.
- Grant awards shall be distributed on a reimbursement basis only
- The grant recipient shall be responsible for at least 25% of the total cost of the improvements unless it is determined, through income documentation, that an extreme financial hardship exists whereby the applicant is classified as 'extremely low-income' or 'very low-income' pursuant to the most up-to-date Palm Beach County income guidelines.

- It is recommended that Applicants match 50% of the grant request (final determination will be made upon review of the completed application). **The higher the total match made by the property owner, the higher the application is likely to rank.**

- Town staff will review the CIBF Grant application for completeness and for eligibility for assistance.

- CIBF Grant money is encouraged to be used for structural improvements and other similar-type property improvements that are more permanent in nature. Other improvements may qualify.

- Upon the approval of an application, Town staff will work with the property owner on project execution. However, it will be the **responsibility of the property owner to ensure the project is completed per the terms of the grant**.

- As part of the application process the applicant must provide three (3)independent job cost estimates in writing from contractors. If a contractor is non-responsive, a copy of the outreach is required.

- The grant recipient may be required to enter into a second mortgage or provide a promissory note to repay the grant to guarantee the continued tenancy of the grantee.

- Town Commission approval is required for grant awards that exceed the Town Manager's spending authority.

- All projects must be completed within six (6) months of the grant approval date.

It is not the intent of the CBIF Grant program to provide for continuing or on-going property maintenance.

CBIF GRANT FOR RESIDENTIAL PROPERTIES

NOTE: *Applicant must be the property owner.*

APPLICANT/PROPERTY OWNER INFORMATION:

NAME: Shelly Travelstead

ADDRESS: 339 Evergreen Drive

PHONE: 561- 352- 5321

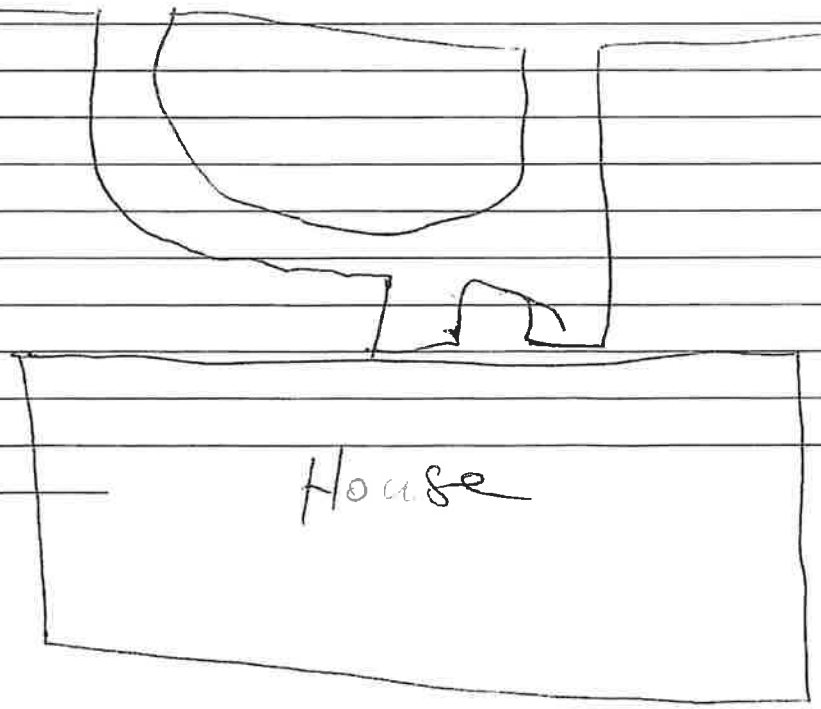
EMAIL: stravelstead@comcast.net

CODE COMPLIANCE CASE NUMBER: — *(if one has already been issued)*

PROJECT DESCRIPTION:

Summarize project to include as much detail about visual and structural improvements. Use additional sheets if necessary.

Concrete or pavers for Driveway



LIST OF PROJECT COSTS (Labor, Materials and Equipment – supply documentation):

1. See
2. Attached
3. Estimates
4.

TOTAL COST ESTIMATE: $ 13,000

FUNDING SOURCES:

- CIBF Grant Amount Requested $ _____
- Applicant Contribution Amount $ Organization costs that may be incurred
- In-Kind Services Value Amount $ — (1 person household)

INCLUDE THE FOLLOWING ITEMS WITH APPLICATION FORM:

- Copies of past two (2) years Federal Income Tax Returns ✓
- Copy of Code Enforcement Board/Special Magistrate Order Finding Violation, if already issued (or Copy of Notice of Violation) N/A
- Copy of associated Town Permits, if applicable – forthcoming
- Copies of all project cost estimates (minimum of 3 estimates are required) ✓
- Proof of insurance coverage for property, as applicable N/A

Town reserves the right to ask for additional information as may be required

PROPERTY OWNER SIGNATURE:

Shelly Trantham 5/24/25

Signature Date

MAYOR APPROVAL

Signature / Date

Total : $ 17,695.00

Deck and Drive
deckanddrive.com
info@deckanddrive.com
561-330-8100
4020 Thor Dr
Boynton Beach, Florida 33426

DECK&DRIVE

Quote #1

Date 04-13-2024 **Contract Number** 282299884354879

Site Address 339 Evergreen Dr, Lake Park, Palm Beach, FL 33403

Client Details

Shelley Travelstead and Nancy Bostwick
(561) 352-5321
stravelstead@comcast.net
339 Evergreen Dr
Lake Park, Palm Beach, FL 33403

Sales Representative

Aimee Gordon
aimee.gordon@deckanddrive.com

Project Areas - Product Bundle List

Bundle Name	Quantity
Driveway - Supply & Install Concrete Pavers	**967.14 sq ft**
Walkway - Supply & Install Concrete Pavers	**19.08 sq ft**

Product List

Labor	Quantity
Excavate Existing Site by Hand	
Type: Pavers / Sod / Asphalt by hand	19.08 sq ft
Excavate Existing Site by Machine	
Type: By Machine	3,197.71 sq ft
Install Concrete Pavers	
Type: Sand-set installation	986.22 sq ft

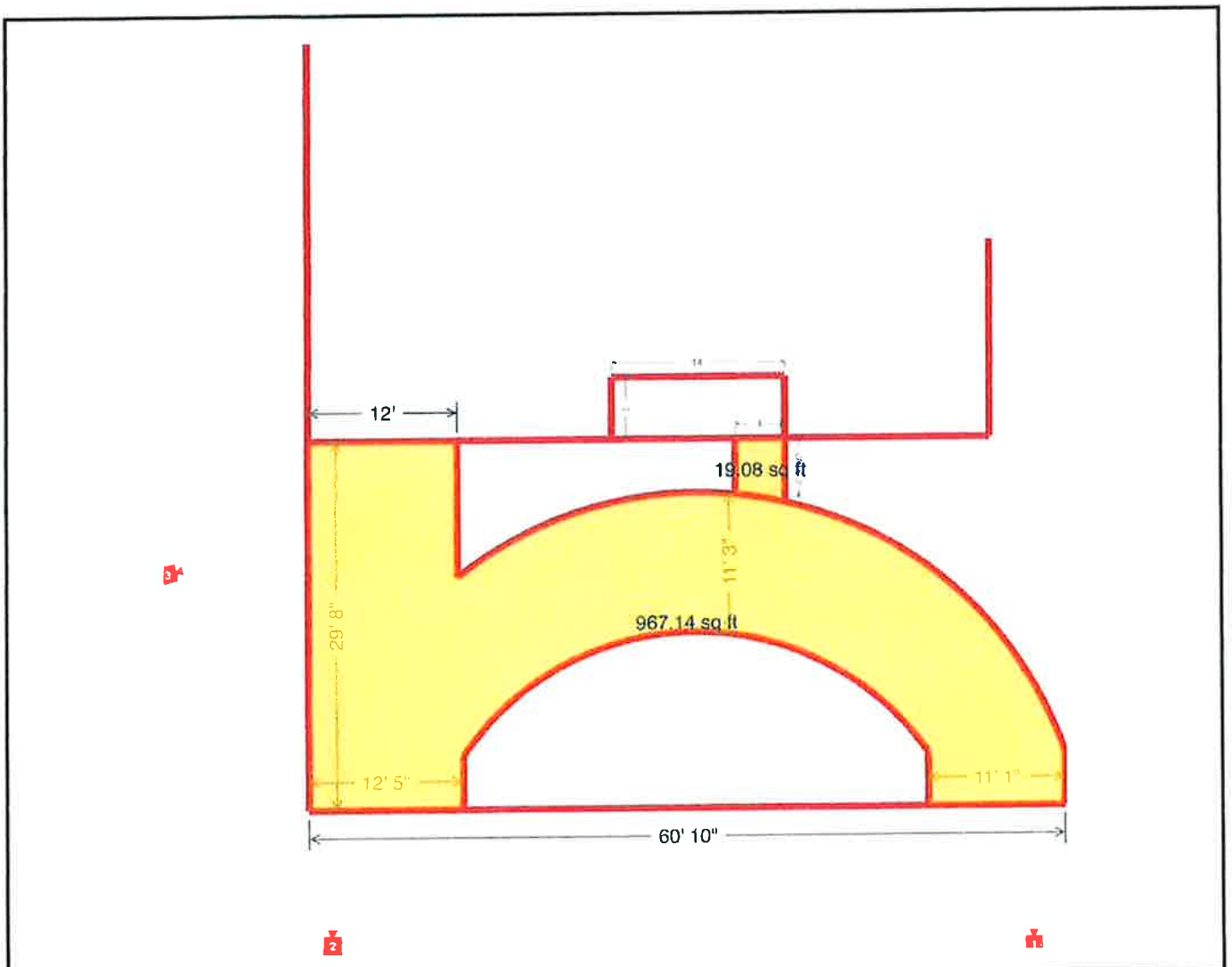
Pavers	Quantity
2 ⅜" Old Miami Paver	
Color: Amaretto (Tan/Sand/Huntington)	12 Pallets
Finish: Standard	12 Pallets

Materials	Quantity
Mason Sand	986.22 sq ft

deckanddrive.com
info@deckanddrive.com
561-330-8100
4020 Thor Dr
Boynton Beach, Florida 33426

Shelley Travolstein and Nancy Bestwick
(561) 702-3321
shrvolstein@comcast.net
339 Evergreen Dr
Lake Park, FL 33403

Detail Plan



Excavate Existing Site by Hand	19.08 sq ft	Excavate Existing Site by Machine	3,197.71 sq ft
Install Concrete Pavers	986.22 sq ft	2 ⅜" Old Miami Paver	12 Pallets
Mason Sand	986.22 sq ft	Rock Base	967.14 sq ft
Screening Sand	986.22 sq ft		

1 - 1

2 - 1

3 - 1

PAYMENT TERMS

Unless otherwise noted on proposal or contract, payment terms will be 50% deposit, 25% upon scheduling, 20% due before the first day of install, and 5% due before the last day of install. Please note that if any of these payments are not received, Deck and Drive will not proceed with your job until the aforementioned payment has been paid to Deck and Drive.

If your project is solely a clean and seal and/or repair, payments terms are 50% deposit and 50% due on commencement.

PERMIT and HOA

Permit and city fees are additional. Permit fees will include: All fees associated with your project, including but not limited to engineering, topographical, elevation plans, permit, and survey fees.

Any associated HOA fees will be paid by homeowner.

If permit or HOA approval is a requirement of your project, Deck & Drive will support and help the homeowner with ascertaining permit and/or HOA approval. However, in the event that the municipality or HOA rejects the project scope, Deck & Drive will not be subject to refunding your deposit.

Deck & Drive will work with the homeowner and the municipality or HOA to find a suitable solution. In the event that the municipality or HOA does not approve any scope modifications to your home, and in the event that the homeowner wants to cancel its contract with Deck & Drive,
Deck & Drive will calculate the costs it's incurred and determine the appropriate amount of
money to refund the homeowner.

SURVEYS

Local municipalities will require a recent survey for all permitted jobs. Survey costs are generally $250.00 but can be higher based on the lot size and complexities of the survey.

If a survey is not available at the time of sale - Deck & Drive will order a new survey and pass along the cost of the survey to the homeowner.

CONTRACTOR AGREEMENT TERMS

This Contract, Attachments A and B (as well as any other Attachments) state the entire Contract between you ("owner" or "buyer") and Deck & Drive ("we" or "our"). NO REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY DECK & DRIVE TO THE OWNER EXCEPT THOSE WHICH ARE STATED IN THIS CONTRACT. This Contract and Attachments cannot be changed by any conversations between Owner and Deck & Drive. Any changes must be approved by Owner and Deck & Drive.

Owner has reviewed this Contract and confirms that the materials, product color, areas of installation, and overall scope of work are correct.

In instances where Owner is requesting financing, Deck & Drive may submit your credit application to up to three (3) lenders. Finance processing can take up to seven (7) working days.

Additionally, for projects that are financed, Deck & Drive may immediately draw stage funding from the finance company to cover materials and other ancillary costs.

Upon the final day of installation, Owner must be on site at a coordinated time to confirm the scope of work was completed in full. Owner will be required to sign-off on a Project Completion Form before Deck & Drive can leave the job site. If the owner is not present - Deck & Drive considers the project complete. Should there be any punch list items or repairs, Deck & Drive will complete on-site at this time. Should there be more repairs than can be completed in a reasonable time for the remainder of that day, Deck & Drive will reschedule a time for the Owner to be on site at completion of the installation after any repairs.

ATTACHMENT "A" - ADDITIONAL TERM & CONDITIONS

1. Irrigation: Owner is responsible for moving all known and unknown irrigation lines. If any irrigation work is required, you should contact a qualified irrigation contractor and have the work completed before you are scheduled for installation. Deck & Drive is not responsible, under any circumstances, for damage caused to irrigation lines during the installation process.

2. Owner Responsibilities: Owner or Owners Assignee (adult over the age of 18) agrees to approve material color/style, Work Order, and make all necessary payments prior to work being started on the day of installation and to remain present during installation. We move furniture as a courtesy to the Owner and are not obligated to do so. We assume no responsibility for damages due to our movement of your furniture.

ATTACHMENT "B" - TERM & CONDITIONS

Stipulated Damages: Owner understands that all products purchased are special order and that cancellation and restocking fees will be incurred if canceled outside the rescission period. If Owner terminates this Contract after the expiration of the cancellation period provided, Owner agrees to pay Deck and Drive to offset the following: (1) Deck & Drive's incurred costs in preparation for work; (2) Damages, including lost profits. Accordingly, the parties agree that the following formula is a reasonable estimate of the actual damages that Deck & Drive will suffer if the Owner does not allow Deck and Drive to perform this Contract: (a) 50% of the contract price and, (b) the actual cost for any products ordered for Owner's project.

Resultant Damages: Although we take every reasonable precaution in Owner's homes, items can break and surfaces can be damaged in the process of renovation. Deck and Drive shall not be liable for:(1) any resultant damages to premises or material located on the premises; (2) any fumes caused by building material; (3) any

plumbing or mechanical misalignment or failures; (4) any damages to lawn and landscaping; (5) any debris that enters pool/spa. In no event shall Deck & Drive's liability for such damages exceed $250.

Dust and Cleaning: There will be dust from the installation. Dust will vary from job to job and Deck and Drive is not responsible for cleaning. If your job involves work near or around a pool area, pool cleaning will need to be done by others and is not Deck and Drive responsibility.

Underground Lines: Deck & Drive is not responsible for any underground utilities or irrigation. All required irrigation and electrical work to be performed by others.

Color Variance: Deck & Drive is not responsible for variation in color of pavers from the same material order or from two or more different material orders, as color will vary depending on lot number and the manufacturing process.

Delay/Unknown Conditions:
Owner delays, including scheduling delays, or sequencing delays, that result in multiple trips to continue and complete the job, will be considered a change order and result in additional charges to the project. Those delays will be calculated by Deck & Drive and become an addition to the contract total.

Events beyond the control of Deck & Drive, such as acts of God, labor strikes, inclement weather, material shortages, Owner's inability to qualify or obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting or other required authorizations for the job such as HOA approval or other events resulting in delays in performance of this Contract do not constitute abandonment and are not included in calculating time frames for performance by Deck & Drive. If Deck & Drive determines, in its sole discretion, that this Contract cannot be performed as intended by the parties due, for example, due to incorrect pricing, unforeseen structural defects, or pre-existing conditions to Owner's property, Deck & Drive may cancel this Contract, and notify Owners of such cancellation in writing. Deck & Drive and Owner have determined that a definite completion date is not guaranteed by this Contract.

Arbitration of Disputes: Deck and Drive and Owner agree that all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this Contract and any related documents, loans, security instruments, account, or notes, including by way of example and not a limitation: (i) the relationships resulting from this Contract and the transactions arising as a result thereof;(ii) the terms of this Contract; or (iii)the validity of this Contract or the validity of the enforceability of this arbitration Contract, may, at the election of either party, be subject to binding arbitration to be determined by one (1) arbitrator, In accordance with and pursuant to the construction industry arbitration rules of the American Arbitration Association ("AAA") to be held and arbitrated in the judicial district in which Owner resides. Owner agrees that he or she will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to the Contract. Each party shall otherwise be responsible for its own fees and costs, unless otherwise determined by the arbitrator. Demand for arbitration will be filed by the party asserting the claim with the other party to this Contract and with AAA. The demand for arbitration shall be made within a reasonable time after the claims in question have arisen, and in no event shall any such demand be made after the date when institution or legal or equitable proceeding based on such claims would be barred by the applicable statutes of limitations. Any arbitration proceeding brought under this Contract, and any award, finding, or verdict of or from such proceeding shall remain confidential between the parties and shall not be made public. Further information may be obtained, and claims may be filed at any office of the American Arbitration Association, 1-800-778-7879, www.adr.org or by mail at 1633 Broadway, New York NY 10019. Both Owner and Deck and Drive are hereby agreeing to potentially choose arbitration, rather than litigation

or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this may allow a faster and more cost-effective method of addressing a Claim. By entering this Contract and this arbitration provision, both parties are potentially giving up their constitutional right to have any dispute decided in a court of law before a jury and instead are potentially accepting the use of arbitration, other than as set forth immediately below.

Failure to Pay: If Deck and Drive substantially completes the work and does not receive final payment, Deck and Drive may place a lien on the property. All liens will accrue 14% interest annually.

Electronic Authorization and Approval: Owner(s) hereby consents, approves, and authorizes Deck and Drive's use and reliance upon Owner(s) Electronic communication(text/email) for authorization, acknowledgement and/or approval for any change orders, finance, or installment contract modifications.

Deck and Drive may, in its sole discretion, accept Owner(s) electronic(text/email) authorization or phone authorization, as acknowledgement or approval for any change orders, finance or installment contract modifications.

Attorney Fees: Should Deck and Drive require an attorney for the enforcement of this Contract, Owner agrees to pay Deck and Drive's actual attorney fees.

Right to Rescission: Customer may rescind this Agreement within three (3) calendar days of the date of execution by contacting Deck & Drive in writing. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Customer is liable for all Deck & Drive costs incurred prior to rescission of Agreement.

9:58

Quote #2

GP

Greg Pry

Text Message • SMS
Today 9:05 PM

Good evening, Greg could you please resend the estimates for the pavers for my driveway at 339 Evergreen Dr.
Shelly Travelstead

1050sq ft of brick pavers,permit,dig/haul away,base rock,compaction,$11,025

Thanks

Q W E R T Y U I O P

A S D F G H J K L

Z X C V B N M

123 space return

ARTISTRY PAVERS
HARDSCAPING EXPERTS

Quote

Item 6.

PAVER DRIVEWAY PROPOSAL

561-318-0729 (English & Español)
Sales@ArtistryPavers.com
www.ArtistryPavers.com

5/16/2025

339 EVERGREEN DR - SHELLEY

JOB DESCRIPTION AND SCOPE OF WORK

WE HEREBY PROPOSE TO PROVIDE ALL LABOR AND MATERIAL TO PERFORM THE FOLLOWING WORK:

INSTALL A 1200 SQ FT DRIVEWAY IN THE CLIENT'S CHOICE OF PAVER BLEND AND STYLE. DEMO EXISTING ASPHALT / GRAVEL DRIVEWAY AND REPLACE WITH A BRAND NEW PAVER DRIVEWAY. ENSURE THAT CONNECTION TO THE FRONT PORCH IS FLUSH TO AVOID TRIPPING HAZZARDS.

INSTALLATIONS ONLY: COST IS ALL INCLUSIVE SPANNING PERMITTING, DEMOLITION, HAULING, DUMPING, AGGREGATES, PAVERS, GROUND PREPARATION, DELIVERIES, LABOR, INSTALLATION, CUTS AND CLEANUP. PLEASE REFERENCE SUBSEQUENT PAGES FOR ADDITIONAL INSTALLATION DETAILS.

PLEASE NOTE THE FOLLOWING EXCLUSIONS FROM THIS PROPOSAL:

- Owner to provide water source
- Landscape and irrigation restoration
- ~~Permitted work: Your permit cost is included in this proposal. Should the homeowner wish to pull their own owner builder permit (we can provide a small cost savings), we will draw the site plan and assist you in the process free of charge upon request.~~

Paver Driveway
~~CONCRETE SIDEWALK~~

*permit application + approval by TLP required

$13,000

Victor Fernandez
Artistry Pavers Signature

Jonatan Lopez
Artistry Pavers Signature

Owner / Authorized Signature Date

ARTISTRY PAVERS
HARDSCAPING EXPERTS

561-318-0729 (English & Español)
SaleseArtistryPavers.com
www.ArtistryPavers.com

DRIVEWAY INSTALLATION DETAILS

DRIVEWAY INSTALLATION DETAILS:

- REMOVAL of ALL debris, asphalt, concrete, rocks, pavers, grass, plants, organic and other material from all installation areas.
- HAUL AND DISPOSE of all waste and demolition material.
- Sub Grade preparation, grading and compaction (First Compaction with a commercial vibratory plate compactor)
- Base aggregate material and delivery, base preparation, grading and compaction (Second Compaction)
- Paver delivery, paver installation, cuts, final compaction (Third Compaction)
- Joint sand application, washing and concrete border edge restraint to lock in paver system.
- Full clean cleanup of job site.
- The scope of the work includes Demolition, Hauling, Delivery, Aggregates, Material, Installation and Labor.

Please refer to the proposal (page 1) for specific project details.

ARTISTRY PAVERS
HARDSCAPING EXPERTS

561-318-0729 (English & Español)
Sales@ArtistryPavers.com
www.ArtistryPavers.com

PAVER STYLE AND BLEND OPTIONS

This estimate has been prepared with Tremron Pavers. Below you will find the included Tremron Pavers included in our quote, the offered colors can be found under the color tab for each one, along with links to their respective pages, which all provide color options.

There are TWO ways to preview paver style (shape) and blend (color) choices.

1) You may set up an appointment with us to visit the Artistry Pavers showroom, located at **721 US-1, Suite 202, North Palm Beach, FL 33408**.
OR
2) You may visit the Tremron showroom located at **1251 NE 48th St, Pompano Beach, FL 33064.** Any visiting client should tell them upon arrival they are working with Victor Fernandez and Jonatan Lopez at Artistry Pavers, and bring this printed list so you can be prepared to look through the showroom. Please check the business hours and call in advance to make sure the showroom will be open when you visit.

It is the client's, and not the installer's responsibility to do their due diligence and determine the choice of material they would like to install. In the end we want you to love the material you choose.

Choice included in your estimate: (Unless narrowed on the proposal page)

- 4x8 Brick - https://www.tremron.com/pavers/4x8-brick
- 2 or 3 Piece Old Towne Combo - https://www.tremron.com/pavers/olde-towne
  ***** 2 PIECE COMBO IS OUR RECOMMENDED CHOICE*****
- Mega Old Towne - https://www.tremron.com/pavers/mega-olde-towne
- Stone Hurst - https://www.tremron.com/pavers/stonehurst
- Temple Hurst - https://www.tremron.com/pavers/templehurst
- Ultra Combo - https://www.tremron.com/pavers/ultra-combo.php

Terms & Conditions :

- **Payments** can be made via Zelle, Check, Cash, or Credit Card (+3.0% fee). Checks should be made to Artistry Pavers L.L.C. and Zelle payments should be made to 850-570-5597. Orders UNDER $10,000: Client agrees to pay 50% upon agreeing to and signing the contract for material to be purchased, and the final 50% due in full when the work is completed. Brick Paver orders OVER $10,000 Client agrees to pay 30% upon agreeing to and signing the contract for material to be purchased, 30% when the work begins, and the final 40% due in full when the work is completed. Orders with Travertine or Marble, the 50% deposit schedule must be followed.
- **Previewing Brick Paver Samples** is always recommended for the style and color selection process. Please contact us so we may guide you with obtaining samples. We encourage ALL our clients to visit the Tremron showroom located at 1251 NE 48th St, Pompano Beach, FL 33064.
- **Changes** after the work begins - Reasonable requests that do not add additional material or hours to the Job Description will be considered and met to the best of our ability. Your satisfaction is our priority! Requests that add additional material or man hours to the Construction Proposal can be considered with the client understanding there may be additional costs due to the request.
- **(Large Orders Only) Material Delivery** - If you are receiving a supplier truck delivery for material, please include specific instructions regarding material placement. We will help assist the client with preparing for the material delivery day.
- **Estimate** because there is constant fluctuation in the cost of construction material, this estimate is valid for 30 days.
- **Time Frames** We will do everything possible to adhere to reasonable time frames, but inclement weather or machinery failure or personnel needs may require an installation date change.
- **Paver Aesthetics** No two pavers are exactly alike, and there isn't such a thing as a perfect paver. All pavers naturally have small chips and imperfections in them, these are normal and can occur during manufacturing and shipping process. A paver is considered "defective" when its functional or structural properties are compromised. While we always give priority to the best pieces in every batch, we wish for clients understands that small (smaller than a dime) imperfections happen and are normal.
- **(Pavers Only) Color Variation and Solid Colors** - Colors will always vary due to the nature of the manufacturing process and each production run will vary slightly.
- **(Pavers Only) Blended Colors** have a tendency to mask the color variations where as solid colors do not have this advantage. Due to the inherent variances in the manufacturing process, all product and color appearances may be different than as displayed in photos, website, catalogs. Product colors naturally vary from manufacturing plant to plant, as well as from one.
- **(Pavers Only) Production Runs** very from one run to another. This means that a previewed color may be slightly different in the showroom than when that particular run is manufactured at the plant.
- **(Pavers Only) Efflorescence** is a naturally occurring process in all concrete products (Calcium & mineral deposits). Efflorescence will naturally dissipate with time, or can be removed with efflorescence cleaners. Efflorescence should be removed prior to sealing a paver system. Water and rain will accelerate the dissipation of efflorescence.
- **Leftover Material** We recommend the client retain several extra pieces at the conclusion of an installation for future replacements. Client can keep more / all if they wish. Once the material is hauled away and discarded, asking for extras piece to be brought back is not possible.
- **Our Guarantee** Our satisfied clients are like family. We guarantee our quality installation and workmanship with a full year of guarantee. It does not cover damage caused by other companies, contractors, home owne[illegible]ant or severe weather events.

Item 6.

Form **1040** Department of the Treasury-Internal Revenue Service **U.S. Individual Income Tax Return** **2023** OMB No. 1545-0074 IRS Use Only-Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2023, or other tax year beginning _____, 2023, ending _____ See separate instructions.

Your first name and middle initial	Last name	Your social security number
SHELLY M	TRAVELSTEAD	XXX-XX-XXXX
If joint return, spouse's first name and middle initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions.	Apt. no.	Presidential Election Campaign
339 EVERGREEN DR		Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

City, town, or post office. If you have a foreign address, also complete spaces below.	State	ZIP code
LAKE PARK	FL	33403
Foreign country name	Foreign province/state/county	Foreign postal code

Filing Status Check only one box.
- ☐ Single
- ☐ Married filing jointly (even if only one had income)
- ☐ Married filing separately (MFS)
- ☒ Head of household (HOH)
- ☐ Qualifying surviving spouse (QSS)

If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent: _____

Digital Assets At any time during 2023, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See Instructions.) . . ☐ Yes ☒ No

Standard Deduction **Someone can claim:** ☐ You as a dependent ☐ Your spouse as a dependent
☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness **You:** ☐ Were born before January 2, 1959 ☐ Are blind **Spouse:** ☐ Was born before January 2, 1959 ☐ Is blind

Dependents (see instructions):

If more than four dependents, see instructions and check here . . ☐

(1) First name	Last name	(2) Social security number	(3) Relationship to you	(4) Check if qualifies for (see instructions): Child tax credit	Credit for other dependents
BELLA MARIE	TRAVELSTEAD	XXX-XX-XXXX	DAUGHTER	☒	☐
				☐	☐
				☐	☐
				☐	☐

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a Form W-2, see instructions

1a	Total amount from Form(s) W-2, box 1 (see Instructions)			1a	
b	Household employee wages not reported on Form(s) W-2			1b	
c	Tip income not reported on line 1a (see Instructions)			1c	
d	Medicaid waiver payments not reported on Form(s) W-2 (see instructions)			1d	
e	Taxable dependent care benefits from Form 2441, line 26			1e	
f	Employer-provided adoption benefits from Form 8839, line 29			1f	
g	Wages from Form 8919, line 6			1g	
h	Other earned income (see instructions)			1h	
i	Nontaxable combat pay election (see Instructions)	1i			
z	Add lines 1a through 1h			1z	
2a	Tax-exempt interest	2a	b Taxable interest	2b	
3a	Qualified dividends	3a	b Ordinary dividends	3b	
4a	IRA distributions	4a	6,600 b Taxable amount	4b	0
5a	Pensions and annuities	5a	b Taxable amount	5b	
6a	Social security benefits	6a	b Taxable amount	6b	
c	If you elect to use the lump-sum election method, check here (see instructions) ☐				
7	Capital gain or (loss). Attach Schedule D if required. If not required, check here ☐			7	
8	Additional income from Schedule 1, line 10			8	26,039
9	Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your **total income**			9	26,039
10	Adjustments to income from Schedule 1, line 26			10	2,589
11	Subtract line 10 from line 9. This is your **adjusted gross income**			11	23,450
12	**Standard deduction or itemized deductions** (from Schedule A)			12	20,800
13	Qualified business income deduction from Form 8995 or Form 8995-A			13	530
14	Add lines 12 and 13			14	21,330
15	Subtract line 14 from line 11. If zero or less, enter -0-. This is your **taxable income**			15	2,120

Attach Sch. B if required.

Standard Deduction for-
- Single or Married filing separately, $13,850
- Married filing jointly or Qualifying surviving spouse, $27,700
- Head of household, $20,800
- If you checked any box under *Standard Deduction*, see instructions.

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

EEA

Form **1040** (2023)

Item 6.

Tax and Credits	16	Tax (see instructions). Check if any from Form(s): 1 ☐ 8814 2 ☐ 4972 3 ☐	16	
	17	Amount from Schedule 2, line 3	17	
	18	Add lines 16 and 17	18	211
	19	Child tax credit or credit for other dependents from Schedule 8812	19	211
	20	Amount from Schedule 3, line 8	20	
	21	Add lines 19 and 20	21	211
	22	Subtract line 21 from line 18. If zero or less, enter -0-	22	0
	23	Other taxes, including self-employment tax, from Schedule 2, line 21	23	3,679
	24	Add lines 22 and 23. This is **your total tax**	24	3,679
Payments	25	Federal income tax withheld from:		
	a	Form(s) W-2 — 25a		
	b	Form(s) 1099 — 25b		
	c	Other forms (see instructions) — 25c		
	d	Add lines 25a through 25c	25d	
If you have a qualifying child, attach Sch. EIC	26	2023 estimated tax payments and amount applied from 2022 return	26	
	27	Earned income credit (EIC) — 27: 3,577		
	28	Additional child tax credit from Schedule 8812 — 28: 1,600		
	29	American opportunity credit from Form 8863, line 8 — 29		
	30	Reserved for future use — 30		
	31	Amount from Schedule 3, line 15 — 31: 603		
	32	Add lines 27, 28, 29, and 31. These are your **total other payments and refundable credits**	32	5,780
	33	Add lines 25d, 26, and 32. These are your **total payments**	33	5,780
Refund	34	If line 33 is more than line 24, subtract line 24 from line 33. This is the **amount you overpaid**	34	2,101
	35a	Amount of line 34 you want **refunded to you**. If Form 8888 is attached, check here ☐	35a	2,101
Direct deposit? See instructions.	b	Routing number 267084131 c Type: ☒ Checking ☐ Savings		
	d	Account number XXXXX2186		
	36	Amount of line 34 you want **applied to your 2024 estimated tax** — 36		
Amount You Owe	37	Subtract line 33 from line 24. This is the **amount you owe**. For details on how to pay, go to *www.irs.gov/Payments* or see instructions	37	0
	38	Estimated tax penalty (see instructions) — 38		

Third Party Designee

Do you want to allow another person to discuss this return with the IRS? See instructions ☒ **Yes.** Complete below. ☐ **No**

Designee's name HYMAN J ZACHARIA CPA Phone no. 561-242-2295 Personal identification number (PIN) 51957

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
19286	03-21-2024	DAY CARE OWNER	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)

Phone no. 561-352-5321 Email address STRAVELSTEAD@COMCAST.NET

Paid Preparer Use Only

Preparer's signature Hyman J Zacharia CPA HYMAN J ZACHARIA CPA	Date	PTIN XXXXXXXXX	Check if: ☐ Self-employed
Preparer's name HYMAN J ZACHARIA CPA	Phone no. 561-242-2295		
Firm's name York & Zacharia LLC			
Firm's address 5589 Okeechobee Blvd Suite 104 West Palm Beach, FL 33417		Firm's EIN 26-1244694	

Go to *www.irs.gov/Form1040* for instructions and the latest information.

EEA

SCHEDULE A
(Form 1040)

Department of the Treasury
Internal Revenue Service

Itemized Deductions

Attach to Form 1040 or 1040-SR.

Go to *www.irs.gov/ScheduleA* for instructions and the latest information.

Caution: If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 16.

OMB No. 1545-0074

2023 Attachment Sequence No. 07

Item 6.

Name(s) shown on Form 1040 or 1040-SR: SHELLY M TRAVELSTEAD

Your social security number: XXX-XX-XXXX

Medical and Dental Expenses		**Caution:** Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1	1,086	
	2	Enter amount from Form 1040 or 1040-SR, line 11 . . . 2 23,450			
	3	Multiply line 2 by 7.5% (0.075)	3	1,759	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4 0
Taxes You Paid	5	State and local taxes.			
	a	State and local income taxes or general sales taxes. You may include either income taxes or general sales taxes on line 5a, but not both. If you elect to include general sales taxes instead of income taxes, check this box [X]	5a	907	
	b	State and local real estate taxes (see instructions)	5b		
	c	State and local personal property taxes	5c		
	d	Add lines 5a through 5c	5d	907	
	e	Enter the smaller of line 5d or $10,000 ($5,000 if married filing separately)	5e	907	
	6	Other taxes. List type and amount:	6		
	7	Add lines 5e and 6			7 907
Interest You Paid Caution: Your mortgage interest deduction may be limited. See instructions.	8	Home mortgage interest and points. If you didn't use all of your home mortgage loan(s) to buy, build, or improve your home, see instructions and check this box [ ]			
	a	Home mortgage interest and points reported to you on Form 1098. See instructions if limited	8a		
	b	Home mortgage interest not reported to you on Form 1098. See instructions if limited. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address	8b		
	c	Points not reported to you on Form 1098. See instructions for special rules	8c		
	d	Reserved for future use	8d		
	e	Add lines 8a through 8c	8e		
	9	Investment interest. Attach Form 4952 if required. See instructions	9		
	10	Add lines 8e and 9			10
Gifts to Charity Caution: If you made a gift and got a benefit for it, see instructions.	11	Gifts by cash or check. If you made any gift of $250 or more, see instructions	11		
	12	Other than by cash or check. If you made any gift of $250 or more, see instructions. You must attach Form 8283 if over $500	12	450	
	13	Carryover from prior year	13		
	14	Add lines 11 through 13			14 450
Casualty and Theft Losses	15	Casualty and theft loss(es) from a federally declared disaster (other than net qualified disaster losses). Attach Form 4684 and enter the amount from line 18 of that form. See instructions			15
Other Itemized Deductions	16	Other - from list in instructions. List type and amount:			16
Total Itemized Deductions	17	Add the amounts in the far right column for lines 4 through 16. Also, enter this amount on Form 1040 or 1040-SR, line 12			17 1,357
	18	If you elect to itemize deductions even though they are less than your standard deduction, check this box [ ]			

For Paperwork Reduction Act Notice, see the Instructions for Form 1040.

cEA

Schedule A (Form 1040) 2023

SCHEDULE C (Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business

(Sole Proprietorship)

Attach to Form 1040, 1040-SR, 1040-SS, 1040-NR, or 1041; partnerships must generally file Form 1065.

Go to www.irs.gov/ScheduleC for instructions and the latest information.

OMB No. 1545-0074

2023

Attachment Sequence No. 09

Item 6.

Name of proprietor: SHELLY M TRAVELSTEAD

Social security number (SSN): XXX-XX-XXXX

A Principal business or profession, including product or service (see instructions): CHILD DAY CARE SERVI

B Enter code from instructions: 624410

C Business name. If no separate business name, leave blank.: SHELLYS FAMILY DAYCARE

D Employer ID number (EIN) (see instr.): 46-4454938

E Business address (including suite or room no.): 339 EVERGREEN DR

City, town or post office, state, and ZIP code: LAKE PARK, FL 33403

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify)

G Did you "materially participate" in the operation of this business during 2023? If "No," see instructions for limit on losses . . . . . [X] Yes [ ] No

H If you started or acquired this business during 2023, check here . . . . . [ ]

I Did you make any payments in 2023 that would require you to file Form(s) 1099? See instructions . . . . . [ ] Yes [ ] No

J If "Yes," did you or will you file required Form(s) 1099? . . . . . [ ] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked [ ]	1	43,800
2	Returns and allowances	2	0
3	Subtract line 2 from line 1	3	43,800
4	Cost of goods sold (from line 42)	4	600
5	**Gross profit.** Subtract line 4 from line 3	5	43,200
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	16,845
7	**Gross income.** Add lines 5 and 6	7	60,045

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	300
9	Car and truck expenses (see instructions)	9	2,620	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	721	21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15		23	Taxes and licenses	23	
16	Interest (see instructions):			24	Travel and meals:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals (see instructions)	24b	
17	Legal and professional services	17	692	25	Utilities	25	
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	18,547
				b	Energy efficient commercial bldgs deduction (attach Form 7205)	27b	

28	**Total expenses** before expenses for business use of home. Add lines 8 through 27b	28	22,880
29	Tentative profit or (loss). Subtract line 28 from line 7	29	37,165
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method. See instructions. **Simplified method filers only:** Enter the total square footage of (a) your home: _____ and (b) the part of your home used for business: _____ Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	11,126
31	**Net profit or (loss).** Subtract line 30 from line 29. • If a profit, enter on both **Schedule 1 (Form 1040), line 3**, and on **Schedule SE, line 2.** (If you checked the box on line 1, see instructions.) Estates and trusts, enter on **Form 1041, line 3.** • If a loss, you **must** go to line 32.	31	26,039

32 If you have a loss, check the box that describes your investment in this activity. See instructions.
• If you checked 32a, enter the loss on both **Schedule 1 (Form 1040), line 3**, and on **Schedule SE, line 2.** (If you checked the box on line 1, see the line 31 instructions.) Estates and trusts, enter on **Form 1041, line 3.**
• If you checked 32b, you **must** attach **Form 6198.** Your loss may be limited.

32a [ ] All investment is at risk.
32b [ ] Some investment is not at risk.

For Paperwork Reduction Act Notice, see the separate instructions.

EEA

Schedule C (Form 1040) 2023

Item 6.

Name(s) SHELLY M TRAVELSTEAD

SSN XXX-XX-XXXX

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a [X] Cost b [ ] Lower of cost or market c [ ] Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation . . . [ ] Yes [X] No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	0
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	600
38	Materials and supplies	38	
39	Other costs	39	
40	Add lines 35 through 39	40	600
41	Inventory at end of year	41	0
42	**Cost of goods sold.** Subtract line 41 from line 40. Enter the result here and on line 4	42	600

Part IV Information on Your Vehicle.

Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month/day/year)

44 Of the total number of miles you drove your vehicle during 2023, enter the number of miles you used your vehicle for:

a Business b Commuting (see instructions) c Other

45 Was your vehicle available for personal use during off-duty hours? [ ] Yes [ ] No

46 Do you (or your spouse) have another vehicle available for personal use? [ ] Yes [ ] No

47a Do you have evidence to support your deduction? [ ] Yes [ ] No

b If "Yes," is the evidence written? [ ] Yes [ ] No

Part V Other Expenses.

List below business expenses not included on lines 8-26, line 27b, or line 30.

TRAINING	190
TELEPHONE	1,512
DIRECT EXPENSES COUNTY GRANTS	16,845

48 **Total other expenses.** Enter here and on line 27a . . . 48 18

Item 6.

Form **1040** Department of the Treasury-Internal Revenue Service **U.S. Individual Income Tax Return** **2024** OMB No. 1545-0074 IRS Use Only-Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2024, or other tax year beginning _____, 2024, ending _____ See separate instructions.

Your first name and middle initial	Last name	Your social security number
SHELLY M	TRAVELSTEAD	[redacted]
If joint return, spouse's first name and middle initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions.	Apt. no.	Presidential Election Campaign
339 EVERGREEN DR		Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

City, town, or post office. If you have a foreign address, also complete spaces below.	State	ZIP code
LAKE PARK	FL	33403
Foreign country name	Foreign province/state/county	Foreign postal code

Filing Status Check only one box.

☐ Single
☐ Married filing jointly (even if only one had income)
☐ Married filing separately (MFS)
☒ Head of household (HOH)
☐ Qualifying surviving spouse (QSS)

If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent: _____

☐ If treating a nonresident alien or dual-status alien spouse as a U.S. resident for the entire tax year, check the box and enter their name (see instructions and attach statement if required): _____

Digital Assets At any time during 2024, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.) ☐ Yes ☒ No

Standard Deduction **Someone can claim:** ☐ You as a dependent ☐ Your spouse as a dependent
☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness **You:** ☐ Were born before January 2, 1960 ☐ Are blind **Spouse:** ☐ Was born before January 2, 1960 ☐ Is blind

Dependents (see instructions):
If more than four dependents, see instructions and check here . . ☐

(1) First name	Last name	(2) Social security number	(3) Relationship to you	(4) Check if qualifies for (see instructions): Child tax credit	Credit for other dependents
BELLA MARIE	TRAVELSTEAD	[redacted]	DAUGHTER	☐	☒
				☐	☐
				☐	☐
				☐	☐

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a Form W-2, see instructions

1a	Total amount from Form(s) W-2, box 1 (see instructions)	1a	
b	Household employee wages not reported on Form(s) W-2	1b	
c	Tip income not reported on line 1a (see instructions)	1c	
d	Medicaid waiver payments not reported on Form(s) W-2 (see instructions)	1d	
e	Taxable dependent care benefits from Form 2441, line 26	1e	
f	Employer-provided adoption benefits from Form 8839, line 29	1f	
g	Wages from Form 8919, line 6	1g	
h	Other earned income (see instructions)	1h	
i	Nontaxable combat pay election (see instructions) 1i		
z	Add lines 1a through 1h	1z	

Attach Sch. B if required.

2a	Tax-exempt interest	2a		b Taxable interest	2b
3a	Qualified dividends	3a		b Ordinary dividends	3b
4a	IRA distributions	4a		b Taxable amount	4b
5a	Pensions and annuities	5a		b Taxable amount	5b
6a	Social security benefits	6a		b Taxable amount	6b

c If you elect to use the lump-sum election method, check here (see instructions) ☐

Standard Deduction for-
- Single or Married filing separately, $14,600
- Married filing jointly or Qualifying surviving spouse, $29,200
- Head of household, $21,900
- If you checked any box under *Standard Deduction*, see instructions

7	Capital gain or (loss). Attach Schedule D if required. If not required, check here ☐	7	
8	Additional income from Schedule 1, line 10	8	35,689
9	Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your **total income**	9	35,689
10	Adjustments to income from Schedule 1, line 26	10	3,162
11	Subtract line 10 from line 9. This is your **adjusted gross income**	11	32,527
12	**Standard deduction or itemized deductions** (from Schedule A)	12	21,900
13	Qualified business income deduction from Form 8995 or Form 8995-A	13	2,125
14	Add lines 12 and 13	14	24,025
15	Subtract line 14 from line 11. If zero or less, enter -0-. This is your **taxable income**	15	8,502

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

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Item 6.

Tax and Credits	16	Tax (see instructions). Check if any from Form(s): 1 ☐ 8814 2 ☐ 4972 3 ☐	16	
	17	Amount from Schedule 2, line 3	17	
	18	Add lines 16 and 17	18	853
	19	Child tax credit or credit for other dependents from Schedule 8812	19	500
	20	Amount from Schedule 3, line 8	20	
	21	Add lines 19 and 20	21	500
	22	Subtract line 21 from line 18. If zero or less, enter -0-	22	353
	23	Other taxes, including self-employment tax, from Schedule 2, line 21	23	5,043
	24	Add lines 22 and 23. This is your **total tax**	24	5,396
Payments	25	Federal income tax withheld from:		
	a	Form(s) W-2 — 25a		
	b	Form(s) 1099 — 25b		
	c	Other forms (see instructions) — 25c		
	d	Add lines 25a through 25c	25d	
If you have a qualifying child, attach Sch. EIC.	26	2024 estimated tax payments and amount applied from 2023 return	26	
	27	Earned income credit (EIC) — 27: 2,542		
	28	Additional child tax credit from Schedule 8812 — 28		
	29	American opportunity credit from Form 8863, line 8 — 29		
	30	Reserved for future use — 30		
	31	Amount from Schedule 3, line 15 — 31: 469		
	32	Add lines 27, 28, 29, and 31. These are your **total other payments and refundable credits**	32	3,011
	33	Add lines 25d, 26, and 32. These are your **total payments**	33	3,011
Refund	34	If line 33 is more than line 24, subtract line 24 from line 33. This is the amount you **overpaid**	34	0
	35a	Amount of line 34 you want **refunded to you.** If Form 8888 is attached, check here ☐	35a	0
Direct deposit? See instructions.	b	Routing number	c Type: ☐ Checking ☐ Savings	
	d	Account number		
	36	Amount of line 34 you want **applied to your 2025 estimated tax** — 36		
Amount You Owe	37	Subtract line 33 from line 24. This is the **amount you owe.** For details on how to pay, go to *www.irs.gov/Payments* or see instructions	37	2,495
	38	Estimated tax penalty (see instructions) — 38: 110		

Third Party Designee

Do you want to allow another person to discuss this return with the IRS? See instructions ☒ **Yes.** Complete below. ☐ **No**

Designee's name HYMAN J ZACHARIA CPA Phone no. 561-242-2295 Personal identification number (PIN) 5 1 9 5 7

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
19286	03-07-2025	DAY CARE OWNER	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)

Phone no. 561-352-5321 Email address STRAVELSTEAD@COMCAST.NET

Paid Preparer Use Only

Preparer's signature HYMAN J ZACHARIA CPA	Date 03-06-2025	PTIN P00076128	Check if: ☐ Self-employed
Preparer's name HYMAN J ZACHARIA CPA	Phone no. 561-242-2295		
Firm's name York & Zacharia LLC			
Firm's address 5589 Okeechobee Blvd Suite 104 West Palm Beach, FL 33417		Firm's EIN 26-1244694	

Go to *www.irs.gov/Form1040* for instructions and the latest information.

EEA

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SCHEDULE A
(Form 1040)

Department of the Treasury
Internal Revenue Service

Itemized Deductions

Attach to Form 1040 or 1040-SR.

Go to *www.irs.gov/ScheduleA* for instructions and the latest information.

Caution: If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 16.

OMB No. 1545-0074

2024 Attachment Sequence No. **07**

Item 6.

Name(s) shown on Form 1040 or 1040-SR: SHELLY M TRAVELSTEAD

Your social security number: [redacted]

Medical and Dental Expenses		**Caution:** Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1	1,940	
	2	Enter amount from Form 1040 or 1040-SR, line 11 [2] 32,527			
	3	Multiply line 2 by 7.5% (0.075)	3	2,440	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4 0
Taxes You Paid	5	State and local taxes.			
	a	State and local income taxes or general sales taxes. You may include either income taxes or general sales taxes on line 5a, but not both. If you elect to include general sales taxes instead of income taxes, check this box [x]	5a	783	
	b	State and local real estate taxes (see instructions)	5b		
	c	State and local personal property taxes	5c		
	d	Add lines 5a through 5c	5d	783	
	e	Enter the smaller of line 5d or $10,000 ($5,000 if married filing separately)	5e	783	
	6	Other taxes. List type and amount:	6		
	7	Add lines 5e and 6			7 783
Interest You Paid	8	Home mortgage interest and points. If you didn't use all of your home mortgage loan(s) to buy, build, or improve your home, see instructions and check this box [ ]			
Caution: Your mortgage interest deduction may be limited. See instructions.	a	Home mortgage interest and points reported to you on Form 1098. See instructions if limited	8a		
	b	Home mortgage interest not reported to you on Form 1098. See instructions if limited. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address	8b		
	c	Points not reported to you on Form 1098. See instructions for special rules	8c		
	d	Reserved for future use	8d		
	e	Add lines 8a through 8c	8e		
	9	Investment interest. Attach Form 4952 if required. See instructions	9		
	10	Add lines 8e and 9			10
Gifts to Charity	11	Gifts by cash or check. If you made any gift of $250 or more, see instructions	11		
Caution: If you made a gift and got a benefit for it, see instructions.	12	Other than by cash or check. If you made any gift of $250 or more, see instructions. You **must** attach Form 8283 if over $500	12	400	
	13	Carryover from prior year	13		
	14	Add lines 11 through 13			14 400
Casualty and Theft Losses	15	Casualty and theft loss(es) from a federally declared disaster (other than net qualified disaster losses). Attach Form 4684 and enter the amount from line 18 of that form. See instructions			15
Other Itemized Deductions	16	Other - from list in instructions. List type and amount:			16
Total Itemized Deductions	17	Add the amounts in the far right column for lines 4 through 16. Also, enter this amount on Form 1040 or 1040-SR, line 12			17 1,183
	18	If you elect to itemize deductions even though they are less than your standard deduction, check this box [ ]			

For Paperwork Reduction Act Notice, see the Instructions for Form 1040.

Schedule A (Form 1040) 2024

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SCHEDULE C (Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business

(Sole Proprietorship)

Attach to Form 1040, 1040-SR, 1040-SS, 1040-NR, or 1041; partnerships must generally file Form 1065.

Go to *www.irs.gov/ScheduleC* for instructions and the latest information.

OMB No. 1545-0074

202 Item 6.

Attachment Sequence No. **09**

Name of proprietor: SHELLY M TRAVELSTEAD

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): CHILD DAY CARE SERVI

B Enter code from instructions: 624410

C Business name. If no separate business name, leave blank.: SHELLYS FAMILY DAYCARE

D Employer ID number (EIN) (see instr.): 46-4454938

E Business address (including suite or room no.): 339 EVERGREEN DR

City, town or post office, state, and ZIP code: LAKE PARK, FL 33403

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify)

G Did you "materially participate" in the operation of this business during 2024? If "No," see instructions for limit on losses . . . . [X] Yes [ ] No

H If you started or acquired this business during 2024, check here . . . . [ ]

I Did you make any payments in 2024 that would require you to file Form(s) 1099? See instructions . . . . [ ] Yes [ ] No

J If "Yes," did you or will you file required Form(s) 1099? . . . . [ ] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked [ ]	1	43,975
2	Returns and allowances	2	0
3	Subtract line 2 from line 1	3	43,975
4	Cost of goods sold (from line 42)	4	1,709
5	**Gross profit.** Subtract line 4 from line 3	5	42,266
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	**Gross income.** Add lines 5 and 6	7	42,266

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	200
9	Car and truck expenses (see instructions)	9	369	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	721	21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	1,109
15	Insurance (other than health)	15		23	Taxes and licenses	23	197
16	Interest (see instructions):			24	Travel and meals:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals (see instructions)	24b	
17	Legal and professional services	17		25	Utilities	25	
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	1,381
				b	Energy efficient commercial bldgs deduction (attach Form 7205)	27b	

28	**Total expenses** before expenses for business use of home. Add lines 8 through 27b	28	3,977
29	Tentative profit or (loss). Subtract line 28 from line 7	29	38,289
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method. See instructions. **Simplified method filers only:** Enter the total square footage of (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	2,600
31	**Net profit or (loss).** Subtract line 30 from line 29. • If a profit, enter on both **Schedule 1 (Form 1040), line 3,** and on **Schedule SE, line 2.** (If you checked the box on line 1, see instructions.) Estates and trusts, enter on **Form 1041, line 3.** • If a loss, you **must** go to line 32.	31	35,689

32 If you have a loss, check the box that describes your investment in this activity. See instructions.
• If you checked 32a, enter the loss on both **Schedule 1 (Form 1040), line 3,** and on **Schedule SE, line 2.** (If you checked the box on line 1, see the line 31 instructions.) Estates and trusts, enter on **Form 1041, line 3.**
• If you checked 32b, you **must** attach **Form 6198.** Your loss may be limited.

32a [ ] All investment is at risk.
32b [ ] Some investment is not at risk.

For Paperwork Reduction Act Notice, see the separate instructions.

Schedule C (Form 1040) 2024

EEA

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 17, 2025

Originating Department: Town Clerk

Agenda Title: Resolution 69-09-25 - Reschedule Town Commission Regular Meetings - October 2025 (2nd & 4th Wednesday of Month)

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

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

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

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

In accordance with the Town of Lake Park's Town Code, the Town Commission's Regular Meetings are scheduled to be held on the 1st and 3rd Wednesday of the month (Town Code – Section 2-51 – Schedule.). However, it has been identified that the first planned meeting on October 1, 2025 would fall on Yom Kippur and the second planned meeting on October 15, 2025 would occur while many of the Commission members would be in attendance at the Florida Redevelopment Association's (FRA) Annual Conference.

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.

As a result, staff is recommending that the Regular Town Commission Meetings in October 2025 be moved from the 1st and 3rd Wednesday of the month (as required by Town Code) to the 2nd and 4th Wednesday of the month.

Recommended Motion:

I move to approve Resolution 69-09-25 and reschedule the Town Commission's Regular Meetings in October 2025 from the 1st and 3rd Wednesday of the month (as required by Town Code) to the 2nd & 4th Wednesday of month.

RESOLUTION 69-09-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RESCHEDULING THE BOTH REGULAR SCHEDULED MEETINGS FOR THE MONTH OF OCTOBER 2025, AND SETTING THE DATE FOR THE MEETINGS OF THE COMMISSION FOR WEDNESDAY, OCTOBER 8 AND WEDNESDAY, OCTOBER 22, 2025 AT 6:30 PM; 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 Commission meeting; and

WHEREAS, the Town Manager has recommended to the Town Commission a meeting schedule for the month of October 2025; 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 meetings for the month of October 2025 are hereby rescheduled.

Section 3. The meetings of the Commission are set for October 8, 2025 and October 22, 2025 each to begin at 6:30 PM.

Section 4. This Resolution shall become effective immediately upon adoption.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 17, 2025

Originating Department: Human Resources

Agenda Title: Resolution 72-09-25 - Employee Benefits [Health Insurance - Florida Municipal Insurance Trust (FMIT) United Health Care, Dental Insurance - CIGNA, Vision Insurance - Human, Basic Life and Accidental Death & Dismemberment, Supplemental Life, Short Term Disability & Long-Term Disability - The Hartford] - FY 2026

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

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

Cost of Item: $821,780.00 **Funding Source:** Various

Account Number: Various as funded in FY 2026 budget **Finance Signature:** *Barbara A. Gould*

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution; Exhibit A

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The HR Department has identified a need, along with the Town's Employee Benefits Consultant, Gehring Group/Risk Strategies, to review and renew the Town's employee benefits for Fiscal Year 2026.

Recently, the Town Manager had requested the HR Department and the Gehring Group to review the cost of benefits paid by our employees and to identify options to choose a health plan to that was more functional and cost efficient for our staff. As a result, the Gehring Group issued a Request for Proposals

(RFP's) to the insurance marketplace for medical insurance coverage, and a number of options were received (See Attached).

Medical Insurance:
The current provider of the Town's employee medical insurance is Florida Municipal Insurance Trust (FMIT) United HealthCare Choice Plus HSA Plan 8, which is due for renewal on October 1, 2025 for Fiscal year 2026.

Although the renewal from Florida Municipal Insurance Trust (FMIT) United HealthCare generated an 8.2% (or $53,250) annual increase to the Town for the upcoming 2025-2026 plan year, the Town requested the Gehring Group to determine if a more affordable (employees' out of pocket costs) plan would be available.

As a result, the Gehring Group issued a Request for Proposal (RFP) for medical insurance and received the following proposals: Florida Blue - excess of 100% premium increase, Cigna - 11.7% premium increase and Curative - 3.5% premium increase. Additionally, the Florida Municipal Insurance Trust (FMIT) provided an alternate plan option to our current plan with a 15.1% increase, which would provide a plan that is based on co-pays rather than an extremely high deductible plan.

Note: The Curative plan, although competitively priced with an attractive plan design, is new to the Palm Beach County and Florida marketplace. However, at this time there is not enough information to move our health benefit to this provider at this time and potentially risk the need for immediate insurance for our staff. However, we will continue to review this option and communicate with organizations that have made the move to this provider to determine if it is a viable option during our next renewal period.

Based upon the evaluation provided by Gehring Group, the Gehring Group recommends that the Town obtain employee medical insurance through the Florida Municipal Insurance Trust (FMIT) United Healthcare Choice Plus Plan 14 for Fiscal Year 2026.

Dental Insurance:
The Town's current dental program is offered through Cigna and there is no proposed change in this provider and/or the cost to the Town and/or the staff. Employees can visit a contracted provider and utilize up to an annual benefit maximum of $1,500-$1,800 per person as well as the flexibility to access non-contracted providers. The Cigna program will continue to the current benefit structure as well as provide child orthodontia coverage up to age 19.

Vision:
The Town's current vision program is offered through Human and there is no proposed change in this provider and/or the cost to the Town and/or the staff. Members enrolled in the vision plan receive an exam and lenses every 12 months and frames every 24 months. The frame allowance at a contracted provider's office or retail outlet is up to $130 with an additional 20% off the remaining balance. Contact lenses are also covered in network up to a $130 allowance.

Life and Disability:
The Town's current basic life and accidental death & dismemberment benefits are provided through The Hartford and there is no proposed change in the provider and/or the cost to the Town and/or the staff. Employees receive a benefit of 1x annual salary up to $50,000.

Employee Assistance Program:
Due to low employee utilization and in an effort to save funding, the Town will discontinue its stand-alone employee assistance program (EAP) as of October 1, 2025. The Town will move to offer this important service to our staff through our Life and Disability carrier - The Hartford – which provides three (3) face to face visits per year per occurrence. Additionally, the Town will be able to offer this service through our medical insurance program, which will offer an additional three (3) face-to-face visits.

Recommendation Summary:
Funding to support the proposed increase in medical insurance as well as the Town's other employee benefits, is included within the proposed FY 2026 Budget.

The proposed Employee Benefits have been recommended by the Gehring Group and reviewed by the Town's Human Resource Manager and the Finance Director. Additionally, the Town has notified the Town's representatives with the Federation of Public Employees – National Federation of Public and Private Employees (AFL-CIO) (union) and there is support to move to a health plan that provides co-pay options rather than a high deductible plan option.

The Town has worked with each of the proposed employee benefit providers and we have received good customer service and a good product.

Coverage	Current Carrier	Recommended Carrier	Overall Cost Impact
Medical	FMIT/UHC – Plan 8	FMIT/UHC – Plan 14	15.1% ($98,000)
Dental	Cigna	Cigna	0%
Vision	Humana	Humana	0%
Life Basic and Voluntary Life	The Hartford	The Hartford	0%
Short- & Long-Term Disability	The Hartford	The Hartford	0%

Recommended Motion:
I move to approve proposed Resolution 72-09-25 - Employee Benefits [Health Insurance - Florida Municipal Insurance Trust (FMIT) United Health Care, Dental Insurance - CIGNA, Vision Insurance - Human, Basic Life and Accidental Death & Dismemberment, Supplemental Life, Short Term Disability & Long-Term Disability - The Hartford] for FY 2026; and authorize the Mayor to execute the agreement with each proposed insurance provider.

RESOLUTION 72-09-25

RESOLUTION AUTHORIZING AND DIRECTING THE TOWN MANAGER TO OBTAIN FOR FISCAL YEAR 2026 THE EMPLOYEE MEDICAL INSURANCE THROUGH FLORIDA MUNICIPAL INSURANCE TRUST UNITED HEALTHCARE CHOICE PLUS PLAN 14; TO RENEW EMPLOYEE DENTAL INSURANCE THROUGH CIGNA; TO RENEW EMPLOYEE VISION INSURANCE THROUGH HUMANA; TO RENEW BASIC LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT, SUPPLEMENTAL LIFE, SHORT TERM DISABILITY AND LONG-TERM DISABILITY INSURANCE THROUGH THE HARTFORD; AND, TO PROVIDE FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has determined that it will provide the Town's employees with group medical, dental, vision, basic life and accidental death and dismemberment, supplemental life, short term disability and long term disability insurance coverage for Fiscal Year 2026. The premiums for supplemental life insurance are to be paid for by Town employees; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Gehring Group Town of Lake Park Employee Fiscal Year 2026 Medical Insurance Renewal Evaluation (Exhibit A); Gehring Group Employee Benefits Executive Cost Summary (Exhibit B); and, the Gehring Group Renewal Analysis (Exhibit C) respectively; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to obtain for Fiscal Year 2026 the group employee medical insurance through Florida Municipal Insurance Trust United Healthcare Choice Plus Plan 14; to renew Employee Dental Insurance through CIGNA; to renew Employee Vision Insurance through Humana; and, to renew Basic Life and Accidental Death and Dismemberment, Supplemental Life, Short Term Disability and Long-Term Disability Insurance through The Hartford; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverages in Fiscal Year 2026.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to obtain for Fiscal Year 2026 the group employee medical insurance through Florida Municipal Insurance Trust United Healthcare Choice Plus Plan 14; to renew Employee Dental Insurance through CIGNA; to renew Employee Vision Insurance through Humana; and, to renew Basic Life and Accidental Death and Dismemberment, Supplemental Life, Short Term Disability and Long-Term Disability Insurance through The Hartford.

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

Town of Lake Park
Renewal Recommendation
Plan Year Effective Date: October 1, 2025

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

BACKGROUND

The Town of Lake Park currently offers eligible employees and their dependents medical insurance through the Florida Municipal Insurance Trust (FMIT). The current program is a Point of Service (POS) plan utilizing United Healthcare's national Choice Plus network. Additionally, benefit eligible employees receive dental, vision, life insurance and short and long-term disability coverage paid by the Town.

A recent Request for Proposal (RFP) was released to the marketplace to review alternate medical insurance options. All other lines of coverage are currently in rate guarantee and were not included in the recent RFP.

MEDICAL / PRESCRIPTION

The renewal from FMIT generated an 8.2% or $53,250 annual increase to the Town for the upcoming 2025-2026 plan year. Pricewaterhouse (PwC) forecasted the 2025 medical trend increase at 8.0% and an 8.5% increase for 2026. Cost drivers include medical inflation coupled with a tight labor market as well as rising pharmaceutical costs and an increase in specialty drug utilization. Additional factors include challenging hospital negotiations and provider consolidation.

As part of the planning process, a more robust plan design based on employee feedback was discussed as well as a shift in contract date. The current plans renew on October 1st. The deductible and maximum out of pocket amounts accumulate on a calendar year basis. The renewal date (Oct 1st) being different than the deductible and out of pocket reset date (Jan 1st) is often confusing for employees to understand.

A Request for Proposal (RFP) was released for medical insurance. Respondents included Florida Blue which generated in excess of 100% increase, Cigna at 11.7% for a comparable plan design and Curative at 3.5% over current. FMIT also provided an alternate plan option that generated a 15.1% increase inclusive of office visit and prescription drug copays which is an enhanced plan design as compared to the current high deductible offering.

The Curative plan although competitively priced with an attractive plan design is newer to the Florida marketplace after being launched in Texas in 2020. The plan utilizes the large national network, First Health and is structured with a $0 cost deductible and low out of pocket exposure providing all employees and dependents over the age of 18 complete a baseline visit within 120 days of enrollment. The baseline visit must be completed annually.

Due to Curative's recent entry to the Florida marketplace and reference experience being new and limited in measure, staff and Gehring Group are recommending the Town continue coverage with FMIT under Plan 14 based on employee feedback that the out-of-pocket costs under the current high deductible health plan are high.

The current Plan 8 requires employees to satisfy a $2,000 annual deductible if enrolled as a single and $4,000 if enrolled with dependents. All services accumulate toward the annual deductible until it is satisfied. After the deductible is satisfied, the insurance company pays 80% of the contracted rate and the employee pays 20% (in-network) until the annual maximum out of pocket amount is satisfied. The shift to Plan 14 will provide copays for certain services such as office visits for primary care and specialty care, urgent care and prescription medications so that employees do not have to satisfy the annual deductible prior to receiving care. This type of plan provides a greater access to care for the employees and their dependents.

DENTAL

The Town's current dental program is offered through Cigna. Employees can visit a contracted provider and utilize up to an annual benefit maximum of $1,500-$1,800 per person as well as the flexibility to access non-contracted providers. The Cigna program will continue the current benefit structure as well as provide child orthodontia coverage up to age 19. The rates for the upcoming plan year are remaining the same. No change to Town or employee contributions.

VISION

The Town currently offers employees and their dependents vision insurance through Humana. Members enrolled in the vision plan receive an exam and lenses every 12 months and frames every 24 months. The frame allowance at a contracted provider's office or retail outlet is up to $130 with an additional 20% off the remaining balance. Contact lenses are also covered in network up to a $130 allowance. The premium for the vision plan will remain the same for the upcoming plan year.

LIFE AND DISABILITY

The Town's basic life and accidental death & dismemberment benefits are provided through The Hartford. Employees receive a benefit of 1x annual salary up to $50,000. The life insurance is currently in rate guarantee. The short- and long-term disability coverages are also paid by the Town and in rate guarantee with The Hartford.

EMPLOYEE ASSISTANCE PROGRAM

Due to low employee utilization, the Town will be discontinuing the stand-alone employee assistance program (EAP) as of October 1, 2025 offered through Lucet. The annual cost for the program based on 70 employees is $3,000 annually. The Town's Life and Disability carrier, The Hartford offers their Ability Assist program which includes three (3) face to face visits per year per occurrence. Additionally, employees have access to three (3) additional face-to-face visits through the EAP program offered through FMIT/UHC as a value-added benefit for those enrolled in medical coverage.

RECOMMENDATION SUMMARY

Town staff and Gehring Group are recommending the following:

Coverage	Current Carrier	Recommended Carrier	Overall Cost Impact
Medical	FMIT/UHC – Plan 8	FMIT/UHC – Plan 14	15.1% ($98,000)
Dental	Cigna	Cigna	0%
Vision	Humana	Humana	0%
Life Basic and Voluntary Life	The Hartford	The Hartford	0%
Short- & Long-Term Disability	The Hartford	The Hartford	0%

Town of Lake Park
Medical Insurance Renewal Evaluation
Effective Date: October 1, 2025

		CURRENT		Alternate Renewal	
Medical		**FMIT UnitedHealthcare Choice Plus HSA Plan 8**		**FMIT UnitedHealthcare Choice Plus Plan 14**	
Calendar Year Deductible (CYD)		In Network		In Network	Out of Network
Single		$2,000	$5,000	**$1,000**	**$1,000**
Family		$4,000	$10,000	**$2,000**	**$2,000**
Out of Pocket Maximum					
Single		$4,500	$10,000	**$4,000**	**$6,000**
Family (Ind/Family)		$4,500 (Ind) / $9,000 (Fam)	$10,000 (Ind) / $20,000 (Fam)	**$8,000**	**$12,000**
Coinsurance		20%	30%	20%	30%
Office Visits					
Physician Office Visit		CYD + 20%	CYD + 30%	**$25**	CYD + 30%
Specialist Visit		CYD + 20%	CYD + 30%	**$50**	CYD + 30%
Virtual Visit / Telehealth		No Charge	Not Covered	No Charge	Not Covered
Preventive Services (Wellness)		No Charge	Not Covered	No Charge	Not Covered
Independent Clinical Lab		CYD + 20%	CYD + 30%	**No Charge**	CYD + 30%
X-ray at Indep. Diagnostic Center		CYD + 20%	CYD + 30%	**No Charge**	CYD + 30%
Advanced Imaging at Indep. Diagnostic Center		CYD + 20%	CYD + 30%	CYD + 20%	CYD + 30%
Urgent Care Center		CYD + 20%	CYD + 30%	**$35**	CYD + 30%
Hospital					
Inpatient Facility (per admission)		CYD + 20%	CYD + 30%	CYD + 20%	CYD + 30%
Outpatient Surgery		CYD + 20%	CYD + 30%	CYD + 20%	CYD + 30%
Physician Services at Hospital		CYD + 20%	CYD + 30%	CYD + 20%	CYD + 30%
Emergency Room Visit		CYD + 20%	INN CYD + 20%	**$200**	**$200**
Mental Health / Substance Abuse					
Inpatient Facility		CYD + 20%	CYD + 30%	CYD + 20%	CYD + 30%
Outpatient Facility (OV/Other)		CYD + 20%	CYD + 30%	**$25**	CYD + 30%
Prescription Drugs					
Generic		CYD + $10	CYD + INN Copay + any amount over the allowed amount	**$10**	**INN Copay + any amount over the allowed amount**
Preferred Brand		CYD + $35		**$35**	
Non-Preferred Brand		CYD + $60		**$60**	
Specialty		CYD + $10/$35/$60		**$10/$35/$60**	
Mail Order (90-Day Supply)		CYD + $25/$87.50/$150	Not Covered	**$25/$87.50/$150**	Not Covered
Monthly Rates	**Enroll**				
Employee	40	$1,059.43		$1,219.40	
Employee + Spouse	2	$2,415.51		$2,780.25	
Employee + Child(ren)	1	$2,118.87		$2,438.82	
Family	3	$3,390.19		$3,902.11	
Total Monthly Premium	**46**	**$59,498**		**$68,482**	
Total Annual Premium		**$713,972**		**$821,780**	
$ Increase		**N/A**		**$107,808**	
% Increase		**N/A**		**15.1%**	

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2025

		CURRENT/RENEWAL	
DENTAL SCHEDULE OF BENEFITS **Network**		**Cigna** **DPPO Progressive Plan**	
Plan Basics		***In-Network***	***Non-Network***
Calendar Year Maximum		Year 1: $1,500	Year 2: $1,600
		Year 3: $1,700	Year 4: $1,800
Annual Deductible			
Single		$25	$50
Family		$75	$150
Deductible Waived for Preventive Services		Yes	Yes
Benefits			
Preventive		100%	100%
Basic		95%	80%
Major		50%	50%
Orthodontia (up to age 19)		50%	50%
Implants		50%	50%
Service Information			
Out of Network Benefits Payable Level		90th Percentile	
Waiting Period for Major Services (Timely Entrants)		None	
Endodontics/Periodontics Payable Level		Basic	
Orthodontic Lifetime Maximum		$1,000	
Rate Guarantee Expiration Date		**Expires 9/30/2026**	
Monthly Rates	**Enroll**		
Employee	39	$37.63	
Employee + Spouse	4	$116.50	
Employee + Child(ren)	3	$116.50	
Employee + Family	6	$116.50	
Monthly Premium	**52**	**$2,982**	
Annual Premium		**$35,785**	
$ Increase		**N/A**	
% Increase		**N/A**	

Town of Lake Park
Vision Insurance Renewal Evaluation
Effective Date: October 1, 2025

		CURRENT		RENEWAL	
VISION SCHEDULE OF BENEFITS		**Humana Plan 130 (EyeMed/Insight Network)**		**Humana Plan 130 (EyeMed/Insight Network)**	
Frequency		***In Network***	***Out of Network***	***In Network***	***Out of Network***
Exam Copay		12 months		12 months	
Lenses		12 months		12 months	
Frames		24 months		24 months	
Exams		**Copay**	**Reimbursement**	**Copay**	**Reimbursement**
Eye Exam		$10	Up to $30	$10	Up to $30
Retinal Imaging		Up to $39	Not Covered	Up to $39	Not Covered
Contact Lens Exams (Fit & Follow Up)					
Standard Contact Lens		Up to $40	Not Covered	Up to $40	Not Covered
Lenses and Frames					
Single Lenses		$15	Up to $25	$15	Up to $25
Bifocal Lenses		$15	Up to $40	$15	Up to $40
Trifocal Lenses		$15	Up to $60	$15	Up to $60
Contact Lenses (Elective)		Up to $130, 15% discount over $130	Up to $104	Up to $130, 15% discount over $130	Up to $104
Contact Lenses (Disposable)		Up to $130	Up to $104	Up to $130	Up to $104
Contact Lenses (Medically Necessary)		No Charge	Up to $200	No Charge	Up to $200
Frames		Up to $130, 20% discount over $130	Up to $65	Up to $130, 20% discount over $130	Up to $65
Diabetic Eye Care					
Eye Exam		$0	Up to $77	$0	Up to $77
Retinal Imaging		$0	Up to $50	$0	Up to $50
Extended Ophthalmoscopy		$0	Up to $15	$0	Up to $15
Gonioscopy		$0	Up to $15	$0	Up to $15
Scanning Laser		$0	Up to $33	$0	Up to $33
Rate Guarantee		**Expires 9/30/2025**		**Expires 9/30/2027**	
Monthly Rates	**Enroll**				
Employee	39	$4.59		$4.59	
Employee + Spouse	7	$9.19		$9.19	
Employee + Child(ren)	2	$8.73		$8.73	
Employee + Family	7	$13.72		$13.72	
Monthly Premium	**55**	**$357**		**$357**	
Annual Premium		**$4,282**		**$4,282**	
$ Increase		**N/A**		**$0**	
% Increase		**N/A**		**0.0%**	

Town of Lake Park
Basic Life with AD&D Insurance Renewal Evaluation
Effective Date: October 1, 2025

	CURRENT/RENEWAL
Basic Life / AD&D	**The Hartford**
Class Description	
Eligibility	All Active Full time Employees Working at least 30 hours per week
Class 1: Town Manager	2.5 x annual salary to a maximum of $350,000
Class 2: All other FT EE's, Class 3: Mayor, Commissioners	1 x annual salary to a maximum of $50,000
Features	
Waiver of Premium	Included
Conversion Privilege	Included
Age Reduction Schedule (Reduces to)	65% at age 65 50% at age 70 25% at age 75
Accelerated Death Benefit	80% up to $500,000
Rate Guarantee	**Expires 9/30/2026**
Basic Life Rate / $1,000 AD&D Rate / $1,000	$0.185 $0.018
Total Life and AD&D Rate **Estimated Volume**	**$0.203** **$2,804,000**
Monthly Premium **Annual Premium** **$ Increase** **% Increase**	**$569** **$6,831** **N/A** **N/A**

EAP Ability Assist Program Included

Town of Lake Park
Supplemental Life Insurance Renewal Evaluation
Effective Date: October 1, 2025

	CURRENT/RENEWAL
Supplemental Life	**The Hartford**
Core Benefit	
All Active Full time Employees Working at least 30 hours per week	3X Annual Salary to $300,000 $10,000 Increments
All Eligible Spouses	$5,000 increments to $150,000 (Cannot exceed 50% of the employee amount)
All Eligible Child(ren)	Birth - age 26: $10,000
Features	
Guarantee Issue Employee	$100,000
Guarantee Amount Spouse	$30,000
Employee Age Reduction Schedule (Reduces to)	65% at age 65 50% at age 70 25% at age 75
Waiver of Premium	Included
Portability Option	Included
Conversion Option	Included
Rate Guarantee Period	**Expires 9/30/2026**
Rates per $1,000	**AD&D Included in Rate**
Under Age 20	$0.101
Age 20-24	$0.101
Age 25-29	$0.101
Age 30 - 34	$0.121
Age 35 - 39	$0.151
Age 40 - 44	$0.231
Age 45 - 49	$0.351
Age 50 - 54	$0.561
Age 55 - 59	$0.841
Age 60 - 64	$1.161
Age 65 - 69	$1.901
Age 70 - 74	$3.151
Age 75-79	$5.981
Age 80+	$5.981
Child(ren)	$0.135
AD&D (EE,Spouse,Child)	$0.031

Town of Lake Park
Short Term Disability Insurance Renewal Evaluation
Effective Date: October 1, 2025

	CURRENT/RENEWAL
SHORT-TERM DISABILITY	**The Hartford**
Benefits	
Eligible Employees	All Active Full time Employees Working at least 30 hours per week
Benefit Percent	70% of weekly earnings
Maximum Benefit per Week	$1,200
Elimination Period	
Accident Waiting Period	14 Days
Illness Waiting Period	14 Days
Benefit Duration	11 weeks
Rate Guarantee	**Expires 9/30/2026**
Benefits Volume	**$47,596**
Rate per $10	**$0.150**
Monthly Premium	**$714**
Annual Premium	**$8,567**
$ Increase	**N/A**
% Increase	**N/A**

Town of Lake Park
Long Term Disability Insurance Renewal Evaluation
Effective Date: October 1, 2025

	CURRENT/RENEWAL
Long Term Disability	**The Hartford**
Benefits	
Eligible Employees	All Active Full time Employees Working at least 30 hours per week
All Eligible Employees	60% of covered monthly earnings
Elimination Period	90 Days
Own Occupation Period	24 Months
Duration of Benefit	ADEA 1 with SSNRA
Maximum Monthly Benefit	$5,000
Mental Health & Substance Abuse Limitation	24 Months
Pre-Existing Condition Limitation	3/12
Rate Guarantee Period	**Expires 9/30/2026**
LTD Rate / $100	**$0.320**
Estimated Volume	**$305,785**
Monthly Premium	**$979**
Annual Premium	**$11,742**
$ Increase	**N/A**
% Increase	**N/A**

Town of Lake Park
Executive Cost Summary
Effective Date: October 1, 2025

		CURRENT				RENEWAL				RENEWAL		
Medical		**2024-2025 FMIT/UHC - Plan 8**				**2025-2026 FMIT/UHC - Plan 14**				**2025-2026 Per Pay (26)**		
		Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**EE Chg. Amt**
Employee Only	40	$1,059.43	$1,059.43	100%	$0.00	$1,219.40	$1,219.40	100%	$0.00	$562.80	$0.00	$0.00
Employee + Spouse	2	$2,415.51	$1,737.47	72%	$678.04	$2,780.25	$1,999.83	72%	$780.43	$923.00	$360.19	$47.26
Employee + Child(ren)	1	$2,118.87	$1,589.15	75%	$529.72	$2,438.82	$1,829.11	75%	$609.71	$844.20	$281.41	$36.92
Employee + Family	3	$3,390.19	$2,224.81	66%	$1,165.38	$3,902.11	$2,560.76	66%	$1,341.36	$1,181.89	$619.09	$81.22
MONTHLY PREMIUM	**46**	**$59,498**	**$54,116**		**$5,382**	**$68,482**	**$62,287**		**$6,195**			
ANNUAL PREMIUM		**$713,972**	**$649,389**	**91%**	**$64,583**	**$821,780**	**$747,444**	**91%**	**$74,336**			
$ CHANGE		**-**	**-**		**-**	**$107,808**	**$98,056**		**$9,752**			
% CHANGE		**-**	**-**		**-**	**15.1%**	**15.1%**		**15.1%**			
Dental		**Cigna**				**Cigna**				**Per Pay (26)**		
DPPO		**Total**	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**EE Chg. Amt**
Employee Only	39	$37.63	$37.63	100%	$0.00	$37.63	$37.63	100%	$0.00	$17.37	$0.00	$0.00
Employee + Family	13	$116.50	$37.63	32%	$78.87	$116.50	$37.63	32%	$78.87	$17.37	$36.40	$0.00
MONTHLY COST	**52**	**$2,982**	**$1,957**		**$1,025**	**$2,982**	**$1,957**		**$1,025**			
ANNUAL COST		**$35,785**	**$23,481**	**66%**	**$12,304**	**$35,785**	**$23,481**	**66%**	**$12,304**			
$ CHANGE		**-**	**-**		**-**	**$0**	**$0**		**$0**			
% CHANGE		**-**	**-**		**-**	**0.0%**	**0.0%**		**0.0%**			
Vision		**Humana**				**Humana**				**Per Pay (26)**		
		Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**EE Chg. Amt**
Employee Only	39	$4.59	$4.59	100%	$0.00	$4.59	$4.59	100%	$0.00	$2.12	$0.00	$0.00
Employee + Spouse	7	$9.19	$4.59	50%	$4.60	$9.19	$4.59	50%	$4.60	$2.12	$2.12	$0.00
Employee + Child(ren)	2	$8.73	$4.59	53%	$4.14	$8.73	$4.59	53%	$4.14	$2.12	$1.91	$0.00
Employee + Family	7	$13.72	$4.59	33%	$9.13	$13.72	$4.59	33%	$9.13	$2.12	$4.21	$0.00
MONTHLY COST	**55**	**$357**	**$252**		**$104**	**$357**	**$252**		**$104**			
ANNUAL COST		**$4,282**	**$3,029**	**71%**	**$1,253**	**$4,282**	**$3,029**	**71%**	**$1,253**			
$ CHANGE		**-**	**-**		**-**	**$0**	**$0**		**$0**			
% CHANGE		**-**	**-**		**-**	**0.0%**	**0.0%**		**0.0%**			
Basic Life and AD&D		**Hartford**				**Hartford**						
		Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**			
Benefits Volume		$2,804,000	$2,804,000		$0	$2,804,000	$2,804,000		$0.00	-	-	-
Life		$0.185	$0.185	100%	$0.00	$0.185	$0.185	100%	$0.00	-	-	-
AD&D		$0.018	$0.018	100%	$0.00	$0.018	$0.018	100%	$0.00	-	-	-
MONTHLY COST		**$569**	**$569**		**$0**	**$569**	**$569**		**$0**			
ANNUAL COST		**$6,831**	**$6,831**		**$0**	**$6,831**	**$6,831**		**$0**			
$ CHANGE		**-**	**-**		**-**	**$0**	**$0**		**$0**			
% CHANGE		**-**	**-**		**-**	**0.0%**	**0.0%**		**0.0%**			

Town of Lake Park
Executive Cost Summary
Effective Date: October 1, 2025

Item 8.

	CURRENT				RENEWAL				RENEWAL		
Short Term Disability	**2024-2025 Hartford**				**2025-2026 Hartford**				**2025-2026**		
	Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**			
Benefits Volume	$47,596	$47,596		$0	$47,596	$47,596		$0	-	-	-
LTD	$0.150	$0.150	100%	$0.00	$0.150	$0.150	100%	$0.00	-	-	-
MONTHLY COST	**$714**	**$714**		**$0**	**$714**	**$714**		**$0**			
ANNUAL COST	**$8,567**	**$8,567**		**$0**	**$8,567**	**$8,567**		**$0**			
$ CHANGE	**-**	**-**		**-**	**$0**	**$0**		**$0**			
% CHANGE	**-**	**-**		**-**	**0.0%**	**0.0%**		**0.0%**			
Long-Term Disability	**Hartford**				**Hartford**						
	Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**			
Benefits Volume	$305,785	$305,785		$0.00	$305,785	$305,785		$0.00	-	-	-
LTD	$0.320	$0.320	100%	$0.00	$0.320	$0.320	100%	$0.00	-	-	-
MONTHLY COST	**$979**	**$979**		**$0**	**$979**	**$979**		**$0**			
ANNUAL COST	**$11,742**	**$11,742**		**$0**	**$11,742**	**$11,742**		**$0**			
$ CHANGE	**-**	**-**		**-**	**$0**	**$0**		**$0**			
% CHANGE	**-**	**-**		**-**	**0.0%**	**0.0%**		**0.0%**			
EAP	**Lucet**				**Non Renewing**				**Per Pay (26)**		
	Total	**Employer**	**ER %**	**Employee**	**Total**	**Employer**	**ER %**	**Employee**	**Employer**	**Employee**	**EE Chg. Amt**
PEPM **70**	-	-	100%	$0.00	-	-		-	-	-	-
MONTHLY COST	**$250**	**$250**		**$0**	-	-		-	-	-	-
ANNUAL COST	**$3,000**	**$3,000**		**$0**	-	-		-			
$ CHANGE	**-**	**-**		**-**	-	-		-			
% CHANGE	**-**	**-**		**-**	-	-		-			
SUMMARY	**Total**	**Employer**		**Employee**	**Total**	**Employer**		**Employee**			
TOTAL MONTHLY PREMIUM	**$65,348**	**$58,837**	**90%**	**$6,512**	**$74,082**	**$66,758**	**90%**	**$7,324**			
TOTAL ANNUAL PREMIUM	**$784,179**	**$706,039**		**$78,140**	**$888,987**	**$801,095**		**$87,892**			
$ CHANGE	**-**	**-**		**-**	**$104,808**	**$95,056**		**$9,752**			
% CHANGE	**-**	**-**		**-**	**13.4%**	**13.5%**		**12.5%**			