



Lake Park Town Commission, Florida

Regular Commission Meeting

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

February 04, 2026 6:30 P.M.

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

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

CIVILITY AND DECORUM

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT: NONE

PUBLIC COMMENT:

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

CONSENT AGENDA:

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

1. Regular Commission Meeting Minutes - January 21, 2026.
2. Resolution 09-02-26 - Municipal Election Agreement - Palm Beach County Supervisor of Elections.
3. Resolution 10-02-26 – Agreement - Winter and Summer Fertilization Services – Trugreen - \$12,400.20.
4. Resolution 11-02-26 – Restrictive Covenant (Exhibit A) - Evergreen House Preservation Project – State of Florida – Division of Historical Resources.
5. Approval of Government Obligation Contract with KS StateBank for Financing of One 2026 Mack TE64R Sanitation Truck with Heil Front End Loader for the amount of \$376,460.00.
6. PNC Bank Acceptable Payees Indemnification Agreement.

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

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

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

NEW BUSINESS: NONE

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 4, 2026 Regular Commission Meeting

Originating Department: Clerk

Agenda Title: Regular Commission Meeting Minutes - January 21, 2026

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

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

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

Advertised:

Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibits A-P, Comment Cards

Please initial one:

_____Yes I have notified everyone

LW Not applicable in this case

Recommended Motion:

I move to approved the minutes of the January 21, 2026 Regular Commission Meeting.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

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

Wednesday January 21, 2026

Immediately Following the Special Called CRA Meeting

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

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CALL TO ORDER/ROLL CALL

7:16 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 of Allegiance was bypassed.

APPROVAL OF AGENDA:

Mayor Michaud requested to move item 14 to before the consent agenda. Motion to move item 14 to be heard before the consent agenda made by Commissioner O'Rourke, seconded by Commissioner Linden. Voting Aye: All.

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.

- Connie Chabot provided comments via Exhibit D.
- Pat Welsh spoke about his displeasure with the halted growth and development in Town.
- Sheila Martin, new business owner of Lily Lac Spa & Boutique, announced an event she is holding at her business on February 10th.
- Natasha Quiza Almeida provided comments via Exhibit A.
- Igor Almeida provided comments via Exhibit B.
- Andrew Kaplan spoke about the need to continue redevelopment in Town. He welcomed all residents to their new restaurant at the Marina.
- Daniel Naegele spoke against high rises in Town.
- Amy Angelo provided comments via Exhibit C.
- Carmen Rodriguez, business owner in Town, spoke about the struggles she has had and the need for development.
- Oscar Caballero provided comments via Exhibit E.
- Zechariah Cesani, business owner, spoke about their clients not feeling safe in Town. He spoke in favor of development and growth.
- James Sullivan spoke about electric bike safety in Town.

SPECIAL PRESENTATION/REPORT: NONE

Item 14 moved up on the agenda:

14. Update, Discussion & Direction - Park Avenue Downtown District (PADD) Final Report and Recommendations & SB 180

Community Development Director Nadia DiTommaso provided a background for the item. Ms. Ali Palmer of Kimley-Horn presented the item (Exhibit F).

Mayor Michaud asked about the waiver process. Ms. Palmer stated that the waivers have not changed, only the waiver process in which applicants would need to demonstrate how a waiver would be beneficial. Mayor Michaud specifically asked about a seven story building. Ms.

Palmer stated that seven stories would not require a waiver, but anything above seven stories would. Vice Mayor Hensley asked if someone received a waiver to go higher, would that compromise the wastewater and transportation infrastructures. Ms. Palmer stated that the applicant would need to demonstrate that their plan included provisions for those things.

Commissioner O'Rourke asked if Kimley-Horn had taken any previous proposals into consideration when drafting their recommendations. Ms. Palmer stated that previous proposals were not a part of their analysis. Commissioner O'Rourke asked about limiting density to 48 dwelling units per acre. Ms. Palmer stated that they can do that if they wish but the code would need to be amended because it currently allows for more than 48 units. Commissioner O'Rourke asked if their recommendations would be for building only up to seven stories. Ms. Palmer confirmed this to be correct due to the impacts on infrastructures such as traffic. Commissioner Thomas spoke about development creating capacity issues and the possible impact on the community. Vice Mayor Hensley spoke about wastewater and the current code. Ms. Palmer stated that Seacoast Utilities has expressed a desire to work with the Town regarding wastewater capacities. Town Attorney Baird clarified that the current code of 48 dwelling units per acre is an average, not a limit. He stated that the recommendations are to establish 48 dwelling units per acre as a limit within the code. He explained the differences between Senate Bill 180 and Senate Bill 840 and that restrictions would only be until June of 2026.

Public Comment:

-Katia Zhestkova provided comments via Exhibit G.

-Michael Steinhauer provided comments via Exhibit H.

-Michael Steinhauer provided comments on behalf of Eli Banks via Exhibit I.

- Brady Drew spoke about the need for more residents to support businesses in Town.
- Mary Beth Taylor spoke about the need to take action with development and a mobility plan.

CONSENT AGENDA:

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

Commissioner Thomas requested to pull items 3 and 4 from the consent agenda. Commissioner O'Rourke requested to pull items 3, 4 and 7 from the consent agenda.

Motion to approve the remaining consent agenda items 1, 2, 5 and 6 made by Commissioner O'Rourke, seconded by Commissioner Linden.

Voting Aye; All.

1. Regular Commission Meeting Minutes - January 7, 2026
2. Town of Lake Park Administrative Policy - Palm Beach County (PBC) Ethics Training Schedule
5. Resolution 07-01-26 – Amendment – General Contracting Construction Services Agreement – Bert Bostrom Green Infrastructure Improvement Project - DS Eakins Construction Corporation
6. Work Authorization - Stormwater Basin 22 Drainage Cleaning & Investigation - Shenandoah General Construction, LLC - \$41,644.00

Items 3, 4 and 7 were pulled from the consent agenda for discussion:

3. Resolution 05-01-26 - Agreement - PFM Financial Advisors

Commissioner Thomas suggested the item come back for review since the identical item on the CRA agenda was not passed.

Motion to approve Resolution 05-01-26 made by Commissioner O'Rourke, seconded by Commissioner Linden.

Commissioner O'Rourke stated he is opposed to this item. Commissioner Thomas stated she was not opposed to the item, but to the way it was written and would like to see the item come back with more clarity.

Voting Aye: Commissioner Thomas.

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

4. Resolution 06-01-26 - Amendment #1 - Florida Department of Environmental Protection (FDEP) Agreement (No. LPA0445) - Lake Park Lake Shore Drive Drainage Improvements Project.

Commissioner Thomas asked if the extension was related to the construction delay for the improvements. Finance Director Barbara Gould stated that certain language was being changed regarding how some costs are billed. Commissioner Thomas wanted to ensure that this would not impact the \$700,000.00 in funds. Finance Director Gould confirmed that to be correct and also that the delay was not related to the delay in construction or the project to the south. Commissioner O'Rourke asked if the extension changes the cost of the project. Finance Director Gould confirmed that it does not change the cost.

Motion to approve Resolution 06-01-26 made by Vice Mayor Hensley, seconded by Commissioner Thomas.

Voting Aye: All.

7. Town Manager Annual Performance Evaluation Form (Current & Future Evaluations)

Commissioner O'Rourke stated that the evaluation process should include a statement from the Town Manager regarding his accomplishments for the previous year. He stated that it is difficult to provide an evaluation when goals were never established. Vice Mayor Hensley agreed with this. Town Manager Reade agreed to provide the statement of accomplishments.

Motion to approve the Town Manager Annual Performance Evaluation Form made by Commissioner O'Rourke, seconded by Vice Mayor Hensley.

Voting Aye: All.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

8. Ordinance 01-2026 - Amendment – Town of Lake Park Land Development Regulations (LDR’s) – Section 78-6 - Applications and Regulations for Reasonable Accommodation for Residents of Recovery Residences – First Reading

Town Planner Karen Golonka explained the item (Exhibit J). Town Attorney Baird provided a history of the ordinance and explained that the purpose of this item is to follow what the State has required all municipalities to do. He went on to say that this ordinance would not relax the current code in any way.

Motion to approve Ordinance 01-2026 made by Commissioner O'Rourke, Seconded by Commissioner Linden.

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

Town Attorney Baird read the ordinance by title only.

9. Ordinance 02-2026 – Amendment – Town of Lake Park Comprehensive Plan - 5-year Update to Town’s 10-Year Water Supply Facilities Work Plan – First Reading

Town Planner Karen Golonka explained the item (Exhibit K).

Motion to approve Ordinance 02-2026 made by Commissioner O’Rourke, seconded by Vice Mayor Hensley.

Voting Aye: 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

NEW BUSINESS:

10. Resolution 08-01-26 - Special Exception Request - Bent Tree Studio - Andrew M. Johnson (“Agent” and “Applicant”) & Dennis Catanzaro (“Property Owner”) – 1400 10th Court
No Ex-Parte Communication was disclosed. Town Attorney Baird swore in all witnesses.

Town Planner Anders Viane explained the item via presentation (Exhibit L).

Mr. Andrew Johnson, owner of Bent Tree Studio explained via presentation (Exhibit M).

Motion to approve Resolution 08-01-26 made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

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

11. Facility Rental Request - Coastal Middle & High School Prom - Town Hall - Friday, April 17, 2026 (7:00 PM - 11:00 PM – Setup Beginning at 4 PM).

Special Events Director Riunite Franks explained the item (Exhibit N). Commissioner O'Rourke announced that he would donate the direct cost in the amount of \$390.00 to the Town on behalf of the applicant.

Motion to approve waiver of the indirect cost and to accept the donation from Commissioner O'Rourke for the indirect cost made by Commissioner Thomas, Seconded by Commissioner O'Rourke.

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

12. Facility Rental Request – Ms. Micailah Lockhart Bridal Shower - Kelsey Park Indoor Pavilion - Thursday, May 21, 2026 (3:30 PM - 6:00 PM - Setup Beginning at 11 AM)
Special Events Director Franks explained the item (Exhibit O).

Motion to approve the waiver of indirect cost made by Commissioner O'Rourke, Seconded by Commissioner Linden. Commissioner Thomas stated for the record that she has previously rented facilities in Town and has paid the fees. She would like others to pay the fees as well. The Commission as a whole discussed the importance of maintaining the precedent that has already been established in regards to rental fee waivers.

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

13. Special Event Permit Application Request - Children's Home Society of Florida - Bridges at Lake Park - Annual ASP Pop-Up Family Event - Kelsey Park - Saturday, February 28, 2026 (11:00 AM - 2:00 PM - Setup Beginning at 8 AM)

Special Events Director Franks explain the item (Exhibit P).

Motion to deny waiver of direct costs and deny waiver of certificate of insurance made by Commissioner Linden, Seconded by Commissioner Thomas.

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

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird expects to be served soon with the lawsuit from Forest Development and stated that the attorneys from his office that will be litigating the case will need to be paid at a higher rate. He stated that he will be working with the Town Manager to establish an attorney-client session. Town Attorney Baird spoke about the lawsuit against Igor and Natasha Almeida and stated that they have not met their contractual obligations and he is awaiting an update from their attorney.

-Town Manager Reade announced Sunset Celebration on January 30th, Bert Bostrom Park Grand re-opening, dates to be selected. The Commission provided consensus for a proclamation for national bicycle month.

-Commissioner O'Rourke had no comments.

-Commissioner Thomas stated for the record in regards to the comments made by Igor and Natasha Almeida that the Town has given them \$100,000.00 and how dare they come and make the comments they did. They took money from the Town of Lake Park residents and she is disappointed with it.

-Commissioner Linden went to the regional transportation council meeting and he would like to provide the Commission with regular updates.

-Vice Mayor Hensley had no comments.

-Mayor Michaud gave credit to Community Development Director Nadia DiTommaso for her informative video. He also encouraged everyone to attend the Bert Bostrom Community Meeting on Saturday January 24th.

REQUEST FOR FUTURE AGENDA ITEMS:

-Commissioner O'Rourke requested to have future agendas available for review a week prior to meetings or to provide a prospective agenda so they can have an idea what items will be coming up.

- Commissioner O'Rourke requested the Commission discuss banning the public from reading public comments statements on behalf of a person who is not in attendance.
- Commissioner O'Rourke would like to discuss a prohibition in Lake Shore Park that does not allow the walking of animals on a leash.
- Mayor Michaud would like a future agenda item to discuss the rental fee waiver policy.
- Commissioner Linden requested a discussion on the control of electric bicycles.

ADJOURNMENT:

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

Voting Aye: All.

Meeting adjourned 10:50pm.

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

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Town Meeting – Jan 21, 2026

General Comment

Natasha Quiza Almeida (Home-owner 1100 2nd CT, Lake Park/Business Owner 802 10th Street, Lake Park)

I come to speak at this meeting for many reasons -there is the bigger reason we are here today as business owners, as residents and as human beings who are trying to make things happen in this town. On a personal level, a little about my business and my home which are both in this town. Our 13 year business has been in Lake Park for 5 years, and many of the people on the commission don't really know what we bring to the town. We're in the business of building our future generations -our children become great, confident and positive human beings.

Businesses here are trying to expand – businesses that bring in heart felt energy are looking to grow and move to bigger spots, and much bigger players are trying to build so that all the businesses and home flourish and we have the positive flow of energy between us all that seems to be missing right now.

Children are our most precious cargo--- we know so ourselves, as we transport children from over 13 different schools in our area – every single day and bring them to our academy. And did you know not ONE of those schools are in Lake Park? We pulled a report from the last 5 years, and out of 800+ people who have either tried class, or been an actual student only 25 of them were from Lake Park. Currently – out approx. 250 students we pulled a report on (active), only “3” held a Lake Park address. We have been trying to design programs that can work to reach out youth here locally. Our dream is to accept scholarships to help our own! It would be amazing if the Town of Lake Park would have an interest and an intent in creating scholarships to help our youth. There are so many children here, right here in our backyard who need what we have to offer. We teach kids with special needs; we actually have employees who started with us as kids, with and without special needs who now work for us. There are so many businesses and people working their ass off to give to Lake Park, but I don't feel it is reciprocated. As you know we have been trying to build our home right here in Lake Park since 2023 when we acquired it, because we saw so much potential in this town. We sold our paid off home (meaning no mortgage payment) to buy this home here – the one you guys are suing us for(a humble a couple who brings life to your community; who helps people and makes a positive difference in this world). We don't have a ½ million dollar budget to fight or litigate for petty things; because we invest everything we have into our business -which is right here in Lake Park. It hurts my heart to see such a special town, with such special souls trying to make things happen, and what we get back from the town are petty code violations and lawsuits, instead of love, respect and help.

When our house is completed, it is going to be one of the most, if not the most beautiful property in Lake Park – which means the values of the other homes will increase. We bring nothing but positivity and energy, and I'm hoping to see some changes, some positivity and acts rooted in Love, Respect and Humility, which are some of the basic ingredients success. If the Town works from that angle, it will explode with success as well. There is a quote from Albert Einstein that says “Everything is energy, and that's all there is too it”, so where is the town putting their energy? I invite the Town to humbly analyze the roadblocks they are putting to those who are trying to make things happen here.

Thank you

Town Meeting – Jan 21, 2026

General Comment

Igor Almeida (Home-owner 1100 2nd CT, Lake Park/Business Owner 802 10th Street, Lake Park)

Hi my name is Igor Almeida, I own PBGMA Greatness Center in Lake Park – I specialize in teaching martial arts to children & kids with special needs (autism, down syndrome) and I want to share a little bit of my business and my personal life with the commissioners. I have been in business for over 13 years, and have a student base of approx. 250 families – my students are membership based, so they train multiple times a week (many of them 5-7 times a week) and I would say more than 90% of my students come from outside lake park (Jupiter, West Palm, Gardens, North Palm, Loxahatchee, etc...) we moved our business to Lake Park because my wife and I fell in love with how peaceful the town was and the potential for our business, and the potential we saw in this town.

We created a community of families that at the end of the week they go to each other's birthday parties, they have dinner together -all the kids, all the adults. They are friends outside of my academy. On a typical Friday night after my kids competition team training that is comprised of approx. 35 kids, almost all of them go out eat dinner together with their families – you are talking about 60+ people minimum that want to entertain after their martial arts classes.

I reached out to the commissioners to come visit my business and experience the special place we have created that sits right in your backyard. There are still some of you that did not respond to our message/invitation

We impact the community instilling respect discipline and positivity, and we want the support of the town to help us grow as a business.

Since we moved the business to Lake Park, we had been looking for a property to purchase, even though we had just finished remodeling and paying off a beautiful home in Palm Beach Gardens. We saw there was a property for auction here in Lake Park and we bought it.

Ever since we bought the property there has been nothing but harassment from the town. Instead of helping a family who brings positivity to your town, the town has taken it on their behalf to sue my wife and I, a humble couple who bust their ass everyday to better the community, our children, adults, and the town. We are one of the only businesses in this town who works diligently with children. I am in a hole almost \$70K in attorneys fees to protect my family. The energy and stress that the town is putting on me for building my home is taking away from that gem I just described, a greatness center right in Lake Park.

We want to make this town a better place. All of us. Let's work together for we are one.

**Public Comment Amy Angelo, Oceana Coffee,
Commercial business located within the CRA district,
property owner at 1301 10th st. Lake Park Fl.**

Good evening Mayor and Commissioners.
Thank you for the opportunity to speak.

My name is **Amy Angelo**. I am the **co-founder of Oceana Coffee, Culinary Studio, and Florida Canning**, all headquartered here in **Lake Park**.

I'm here tonight in support of the **proposed residential project at the corner of 10th Street and Park Avenue**, which is located **within the CRA**.

For anyone unfamiliar with the term, **CRA stands for Community Redevelopment Area**. The fact that Lake Park has a CRA is **evidence that it needs one** — a formal recognition that this area has experienced economic distress and requires intentional reinvestment. This project aligns directly with that purpose.

Residential development is one of the most effective tools for revitalization. New residents create daily economic activity, support local businesses, and help activate our streets. Without additional housing in the CRA, reinvestment slows and small businesses struggle to grow.

Residential projects also strengthen the town financially by expanding the tax base and generating revenue for infrastructure and public safety **without increasing the tax burden on existing residents**.

I also want to acknowledge the strong work the Lake Park CRA has already done. The redevelopment of **1301 10th Street, home to Oceana Coffee**, received **state-level recognition**, demonstrating what is possible when Lake Park supports thoughtful redevelopment. But there are no awards for staying the same — continued success requires continued investment.

As these residential projects are evaluated, I respectfully suggest that an **economic impact study be included alongside the other data already being analyzed**, such as traffic, parking, and infrastructure. Understanding the economic return to the CRA, the town, and the business community provides a more complete picture for decision-making.

Park Avenue is the spine of the CRA. Residential development at this location supports existing businesses and reinforces the public investments being discussed for this corridor. Roads, zoning, and redevelopment must work together.

I respectfully ask the Commission to exercise the leadership you were elected to provide. Redevelopment decisions are about more than a single project. They benefit more than just the

town itself — they impact **thousands of residents, workers, and business owners** and have a lasting, positive effect on our local economy. While not every decision will satisfy everyone, focusing on the long-term health and vitality of the entire community is essential.

Lake Park is a town, not a private enclave. If we want the CRA and our business community to thrive, we must be willing to support responsible residential development like the project before you tonight.

Thank you for your time and your service to Lake Park.

Good evening. My name is Connie Chabot and I am co-owner of Nature's Way Café with my husband Pat Welsh. Nature's Way Café is a franchise that was founded in South Florida nearly 50 years ago with trademark rights to all of the United States. Our Lake Park location is situated at 804 US Hwy 1 and has been there since 2015.

Upon acquisition of the franchise rights 2 years ago, we said, 'let's make Lake Park the National Headquarters and bring people here to sell them the dream of small business ownership.' We quickly established talks with the CRA to do just that. The CRA moved things forward with the town, however everything has halted in the entire last year. It's unfortunate, as we also have a vision for our business that gives back to the community it serves. As my husband and I are both former college athletes who understand the importance of sport in one's life, especially the lives of children, we envision spearheading an annual Nature's Way 5K through the town of Lake Park. Perhaps even a National Lacrosse Program, right out of Burt Bostrom Park. My husband is a former Lacrosse champion out of North Carolina Chapel Hill and has already received high level commitments from US Lacrosse, who would support him in such an endeavor. Of course, we would love to move forward with all of these things.... but things aren't moving forward.

At this stage, we are uncertain that expansion in Lake Park would be a wise decision, as the town is acting erratically in terms of development contracts. The Lake Park Marina is just one example. The town, who signed a binding development agreement with Forest Development, a deal that was approved and executed by its attorney, is now being sued by Forest Development because the town is not respecting the agreement. Why would the town attorney allow for that to happen? Why instead did the town budget nearly half a million dollars towards legal fees, on the backs of the taxpayers, to pay its attorney to fight an agreement that that same attorney previously approved and executed, and got paid to do so at the time of execution? This is a major conflict of interest. Furthermore, there is a lot of 'noise' around alleged sunshine violations. If there were in fact sunshine violations, this is an entirely separate issue. If the town violated the Sunshine law, this does not render the contract with Forest Development invalid. What it does do is exposes the town, and only the town, because regardless of what anyone feels about the deal, the town cannot use a transparency violation to 'get out of the deal'. The town attorney surely understands all of this.

What we appear to be seeing with the current administration is policy-by-lawyer. We see major delays, permit obstructions, the engagement of consultants like Kimley Horne to whom the town has paid thousands and thousands of dollars to consult on things that cannot even be changed given Senate Bill 180. The Kimley Horne project is just another example of a lot of wasted time and money on the backs of residents, local businesses, and investors. Respectfully, it's all rather chaotic from an administrative perspective and quite frankly scares away great people from being the change that this town so deserves.

PUBLIC COMMENTS

Oscar Caballero

Equinox Realty Inc.

January 21, 2026

Exhibit E

Item 1.

===

- good evening, we have been in lake park for over 10 years, started back in 2015.

-We see lots of projects happening and being proposed – we need forward movement with development, redevelopment and growth. Lake Park became a designated zone of the CRA precisely because a critical need was identified for the city and its redevelopment.

-this only bodes well for the town and its future as an integral part of palm beach county

-Nautilus 220 is now open and people are very excited! New restaurants, new residents for Lake Park, significantly increased tax revenues which translates into better roads, infrastructure, school system – a tremendous investment into the future – the next generation. Also, job opportunities.

-we have the marina project on hold, 10th and park development, and several other projects downtown lake park all on hold – we need forward movement, why stalled for so long?

-we continue to fully support the marina redevelopment and all the other projects ongoing and the developer the town has an agreement with.

-this partnership with town of lake park is a win-win: more funds coming in, better and additional services for all the residents.

-In conclusion, I urge you, the leadership of this wonderful Town, to take clear and decisive steps and let's move these projects forward as quickly as possible.

Thank you.

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Exhibit F

Item 1.



PARK AVENUE DOWNTOWN DISTRICT STUDY

TOWN COMMISSION
JANUARY 21, 2026

OVERVIEW AND PURPOSE



INTRODUCTION AND OBJECTIVES

COMPREHENSIVE DOWNTOWN EVALUATION

Item 1.

THE STUDY EVALUATES LAND USE, ZONING, INFRASTRUCTURE, MARKET CONDITIONS, AND DEVELOPMENT POTENTIAL IN LAKE PARK'S DOWNTOWN.

STRATEGIC GROWTH OBJECTIVES

FOCUS ON SUSTAINABLE GROWTH, PRESERVING TOWN CHARACTER, AND REVITALIZING AGING INFRASTRUCTURE AND LIMITED OPEN SPACES.

MULTIMODAL TRANSPORTATION & ZONING

PROMOTES WALKABILITY, DIVERSE HOUSING, MULTIMODAL TRANSPORT, AND ZONING ALIGNED WITH COMMUNITY PRIORITIES.

ACTIONABLE STUDY RECOMMENDATIONS

PROVIDES POLICY AND CODE UPDATES TO BALANCE DEVELOPMENT, ENHANCE AMENITIES, AND SUPPORT ECONOMIC VITALITY.

STUDY OVERVIEW

LAND USE AND ZONING

THE DISTRICT IS A MIX OF COMMERCIAL AND RESIDENTIAL USES WITH LOW-DENSITY BUILDINGS AND ZONING ALLOWING UP TO 48 DWELLING UNITS PER ACRE ACROSS THE DISTRICT.

INFRASTRUCTURE CHALLENGES

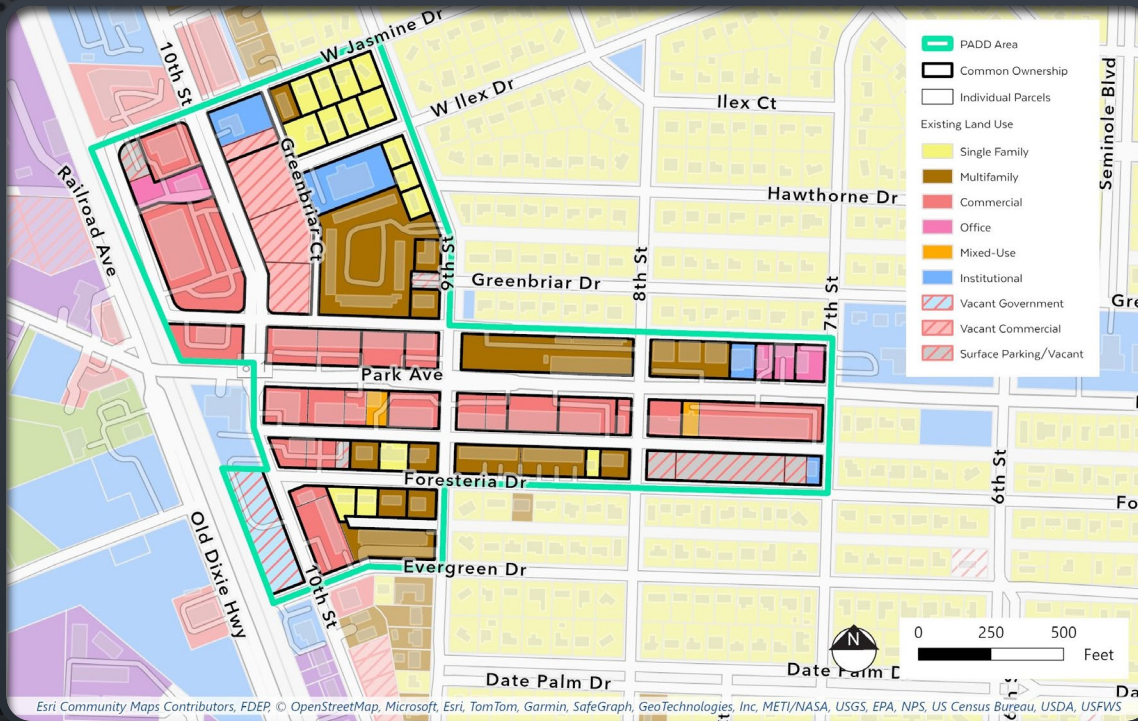
WASTEWATER CAPACITY IS LIMITED AND TRANSPORTATION CONGESTION RISKS EXIST, ESPECIALLY WITH HIGH-INTENSITY DEVELOPMENT.

ENVIRONMENTAL AND CIVIC SPACES

THE AREA IS FREE FROM WETLANDS AND FLOOD ZONES BUT HAS LIMITED CIVIC SPACES USABLE FOR RECREATION.

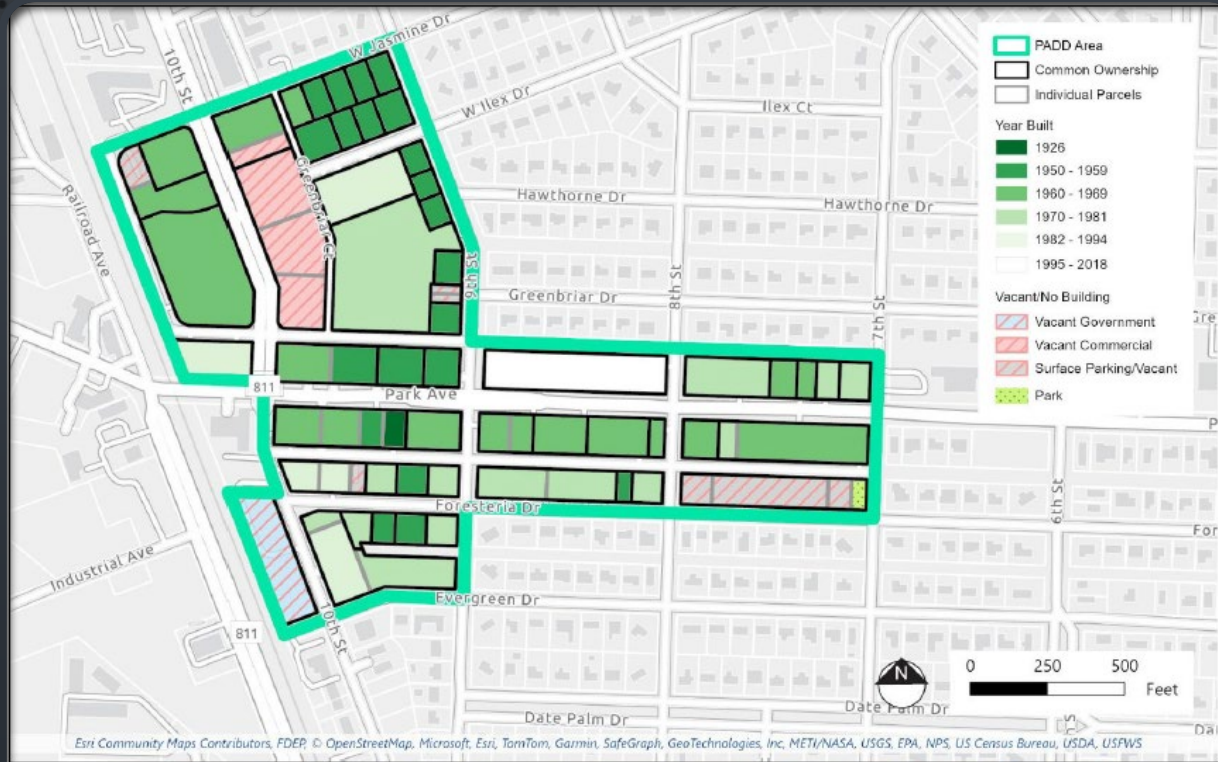
DEMOGRAPHICS AND ECONOMY

POPULATION IS YOUNGER WITH LOWER INCOME; ECONOMY CENTERS ON HEALTHCARE, PUBLIC ADMINISTRATION, AND EDUCATION SECTORS.



CURRENT LAND USE AND INFRASTRUCTURE

PARCEL CHARACTERISTICS



HOUSING TYPES AND REDEVELOPMENT

HOUSING INCLUDES SINGLE-FAMILY HOMES, DUPLEXES, AND SMALL APARTMENTS MOSTLY BUILT BETWEEN 1950 AND 1981, OFFERING REDEVELOPMENT AND INFILL OPPORTUNITIES.

TRANSITION TO SURROUNDING AREAS

SURROUNDING LOWER-DENSITY RESIDENTIAL AND INSTITUTIONAL AREAS REQUIRE THOUGHTFUL TRANSITIONS TO BALANCE DOWNTOWN DEVELOPMENT WITH NEIGHBORHOODS.

POPULATION AND ECONOMIC INSIGHTS

AREA	POPULATION	MEDIAN INCOME	UNEMPLOYMENT RATE
PADD	517	\$50,323	9.1%
Lake Park	9,005	\$69,274	5.1%
Palm Beach County	1,507,453	\$81,115	3.2%

ECONOMIC INSIGHTS

- LOCAL BUSINESSES INCLUDING GROCERY STORES AND RESTAURANTS, SUPPORT THE LOCAL ECONOMY.
- MARKET GROWTH IN THE PADD IS LIMITED WITHOUT STRATEGIC INVESTMENT, WITH LOW DEMAND FOR RETAIL, RESIDENTIAL, OFFICE, AND HOSPITALITY USES.
- PROJECTED RETAIL DEMAND IS MODEST, ABOUT 2,754 SQ FT BY 2029.
- EMPHASIS SHOULD BE ON INFILL, REDEVELOPMENT, AND ADAPTIVE REUSE OF COMPLIANT BUILDINGS.
- PALM BEACH COUNTY'S GROWTH OFFERS THE PADD CHANCES FOR FOCUSED DEVELOPMENT, SMALL-SCALE RETAIL EXPANSION, AND SOME HOUSING AND HOTEL OPPORTUNITIES.

REGULATORY FRAMEWORK AND PARCEL CHARACTERISTICS

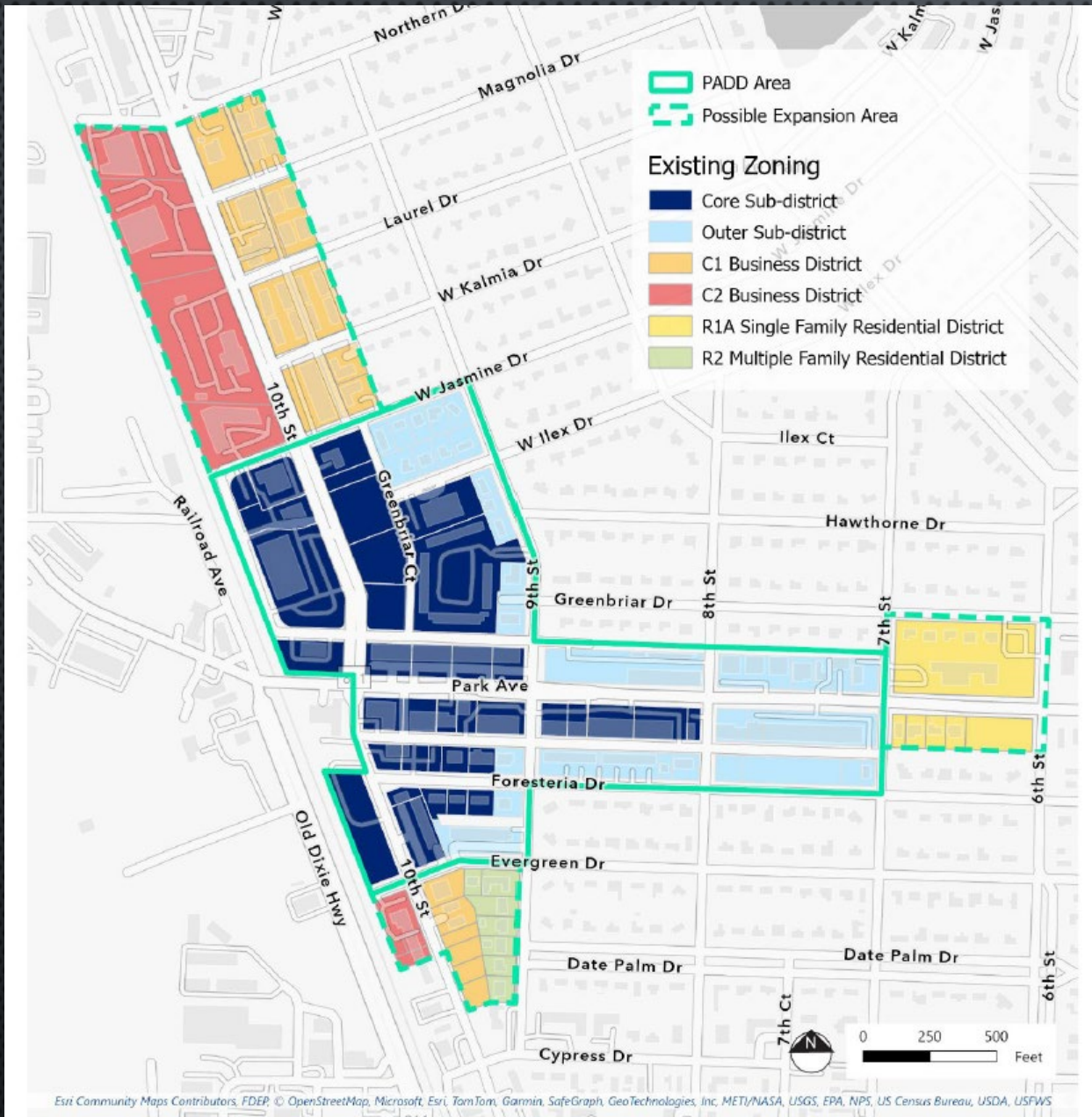
ZONING SUBDISTRICTS AND HEIGHT LIMITS

THE CORE SUBDISTRICT ALLOWS BUILDINGS UP TO 12 STORIES, WITH POSSIBLE WAIVERS FOR 16 STORIES WITH PUBLIC PARKING.

THE OUTER SUBDISTRICT LIMITS BUILDINGS TO 4 STORIES TO PROTECT NEIGHBORHOOD CHARACTER.

DENSITY AND PARCEL SIZES

DENSITY CAPS ARE SET AT 48 DWELLING UNITS PER ACRE ACROSS THE DISTRICT; MOST PARCELS ARE UNDER ONE ACRE, LIMITING LARGE DEVELOPMENTS UNLESS PARCELS ARE COMBINED.



VARIATION IN ZONING STANDARDS

JURISDICTIONS HAVE DIVERSE ZONING RULES FOR MIXED-USE AND DOWNTOWN DISTRICTS REFLECTING LOCAL PRIORITIES.

BUILDING HEIGHTS AND DENSITY LIMITS

BUILDING HEIGHTS RANGE FROM 2 TO 18 STORIES WITH DENSITY LIMITS BETWEEN 21 AND 70 DWELLING UNITS PER ACRE ACROSS REGIONS.

PUBLIC BENEFITS AND COMPATIBILITY

SOME DISTRICTS CONDITION DENSITY INCREASES ON PUBLIC BENEFITS LIKE OPEN SPACE TO MAINTAIN NEIGHBORHOOD COMPATIBILITY.



REGIONAL ZONING AND DEVELOPMENT STANDARDS



CAPACITY CONSTRAINTS

WASTEWATER CAPACITY CHALLENGES

Item 1.

CURRENT WASTEWATER INFRASTRUCTURE SUPPORTS ONLY 229 ERCs, FAR BELOW THE 1,361 REQUIRED FOR FULL BUILD OUT OF RESIDENTIAL AND COMMERCIAL USES.

TRAFFIC CHALLENGES

FULL RESIDENTIAL AND COMMERCIAL BUILDOUT CAUSES SEVERE CONGESTION, WITH TRAFFIC LOS RANGING FROM C/E TO F AT KEY INTERSECTIONS.

CONTEXT-SENSITIVE MOBILITY SOLUTIONS

RECOMMENDATIONS EMPHASIZE PRESERVING PEDESTRIAN-FRIENDLY DESIGN, AVOIDING INTERSECTION WIDENING, AND ENHANCING MULTIMODAL TRANSPORT.

COLLABORATIVE REGIONAL PLANNING

COLLABORATION WITH REGIONAL AGENCIES AND SIGNAL TIMING OPTIMIZATION SUPPORT IMPROVED NETWORK MOBILITY AND VIBRANT DOWNTOWN LIFE.

LAKE PARK // LAND USE AND HOUSING

What do you envision for the Park Avenue Downtown District?

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Kimley»Horn

COMMUNITY FEEDBACK HIGHLIGHTS

RESIDENTS OPPOSE HIGH-RISE BUILDINGS, FAVORING UP TO SIX STORIES TO PRESERVE SMALL-TOWN CHARACTER AND REDUCE CONGESTION.

SWOC ANALYSIS SUMMARY

STRENGTHS INCLUDE LOCAL CHARACTER AND BUSINESSES; WEAKNESSES INVOLVE MARKET DEMAND AND INFRASTRUCTURE LIMITS.

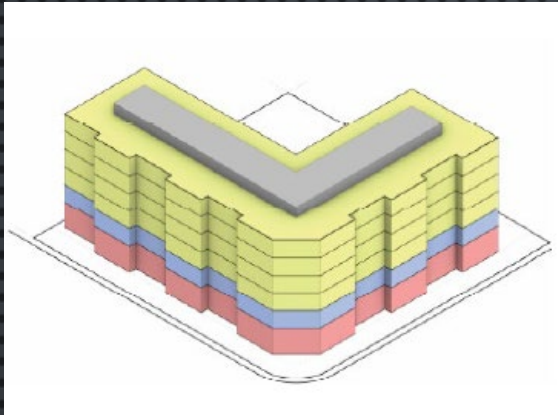
GROWTH AND POLICY BALANCE

POLICIES SHOULD BALANCE GROWTH WITH COMMUNITY VALUES, ENHANCE AMENITIES, AND SUPPORT INCREMENTAL DEVELOPMENT.

PUBLIC INPUT AND STRATEGIC ASSESSMENT

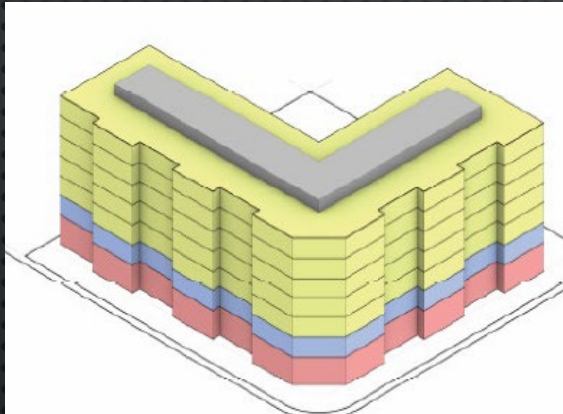
DEVELOPMENT SCENARIOS

COMPARATIVE ANALYSIS OF BUILDING HEIGHTS AND DENSITIES



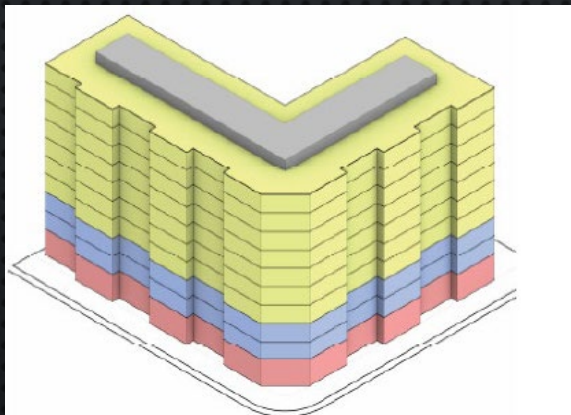
SCENARIO 1: SIX-STORY BUILDING

PROPOSES SIX-STORY BUILDINGS WITH 48 UNITS PER ACRE, ALIGNING WITH REGULATIONS AND NEIGHBORHOOD COMPATIBILITY.



SCENARIO 2: SEVEN-STORY BUILDING

INCREASES HEIGHT TO SEVEN STORIES WITH 60 UNITS PER ACRE, SLIGHTLY EXCEEDING DENSITY CAP WHILE MAINTAINING HUMAN SCALE.



SCENARIO 3: TEN-STORY BUILDING

FEATURES TEN-STORY STRUCTURES WITH 100 UNITS PER ACRE AND FAR OF 5.0, SURPASSING DENSITY LIMITS AND RAISING INFRASTRUCTURE DEMANDS.

INSIGHTS ON DENSITY AND HEIGHT

MAXIMUM DENSITY CAN BE ACHIEVED WITH LOWER HEIGHTS, SUGGESTING REVISION OF HEIGHT REGULATIONS FOR COMMUNITY ALIGNMENT.

POLICY AND CODE RECOMMENDATIONS

OVERVIEW OF AMENDMENT OBJECTIVES



COMPREHENSIVE PLAN AMENDMENTS

Item 1.

INTRODUCES POLICY PROMOTING COMPACT, PEDESTRIAN-FRIENDLY REDEVELOPMENT ALONG PARK AVENUE CORRIDOR.

LAND DEVELOPMENT CODE UPDATES

REFINES ZONING REGULATIONS AND PROPERTY STANDARDS, ENSURING ALIGNMENT WITH THE COMPREHENSIVE PLAN AND COMMUNITY VISION.

SUSTAINABLE MOBILITY AND STREETSCAPES

ENHANCES STREETSCAPES AND SUPPORTS ALTERNATIVE TRANSPORTATION OPTIONS LIKE TRANSIT AND WALKABILITY FOR GREATER CONNECTIVITY.

ECONOMIC VITALITY AND COMMUNITY BALANCE

AMENDMENTS BALANCE GROWTH WITH NEIGHBORHOOD CHARACTER WHILE INCENTIVIZING ECONOMIC DEVELOPMENT THROUGH FLEXIBLE RULES.

PARK AVENUE DOWNTOWN DISTRICT POLICIES

DENSITY AND INFILL

REVISE DENSITY PROVISIONS AND PROMOTE INFILL DEVELOPMENT TO SUPPORT SUSTAINABLE COMMUNITY GROWTH AND DIVERSE HOUSING OPTIONS.

BUILDING HEIGHT AND COMPATIBILITY

REDUCE BUILDING HEIGHT LIMITS IN CORE AREAS AND ELIMINATE WAIVERS TO MAINTAIN NEIGHBORHOOD COMPATIBILITY AND TRANSPARENCY.

OPEN SPACE AND PUBLIC REALM

ENHANCE PUBLIC SPACES WITH CIVIC PLAZAS, TOWN-OWNED RECREATION AREAS, AND ART INSTALLATIONS TO ENRICH COMMUNITY ENGAGEMENT.

MOBILITY AND BOUNDARY EXPANSION

PRIORITIZE MULTIMODAL INFRASTRUCTURE AND EXPAND DISTRICT BOUNDARIES TO SUPPORT COHESIVE GROWTH AND NEIGHBORHOOD TRANSITION.

PROPOSED DOWNTOWN FUTURE LAND USE POLICY

POLICY ELEMENT	DETAILS
Density	Outer: 48 du/acre Core: 60 du/acre
FAR	0.75 for non-residential uses
Subdistricts	Core (high intensity), Outer (transition)
Design Focus	Walkability, mixed-use, architectural cohesion

MOBILITY AND PUBLIC SPACE POLICIES

Item 1.

MULTI-MODAL TRANSPORTATION INTEGRATION

POLICIES SUPPORT DIVERSE TRANSPORTATION OPTIONS INCLUDING E-BIKES, SCOOTERS, AND TRADITIONAL VEHICLES TO ENHANCE MOBILITY.

PRESERVING WALKABILITY

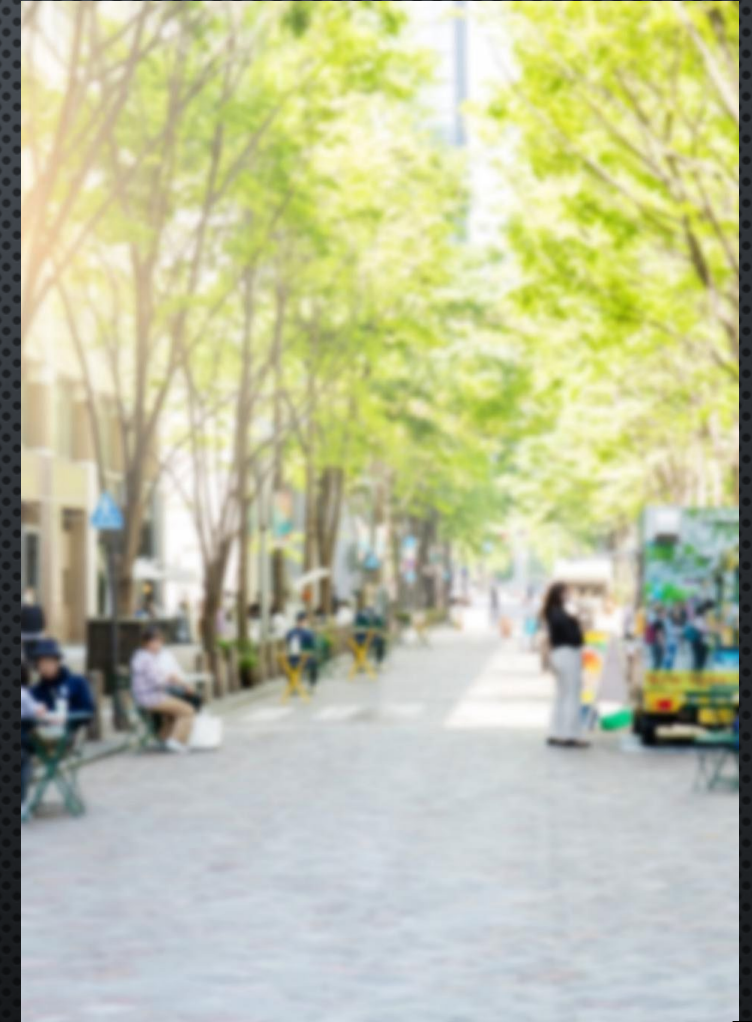
DEVELOPMENT LEVERAGES STREET GRIDS AND ALLEYS TO MAINTAIN WALKABILITY AND REDUCE TRAFFIC IMPACTS IN DOWNTOWN AREAS.

PUBLIC SPACE ENHANCEMENTS

REDEVELOPMENT INCLUDES CIVIC SPACES, POCKET PARKS, SHADED SEATING, AND ROOFTOP TERRACES TO ENRICH COMMUNITY INTERACTION.

CATALYTIC PUBLIC-SERVING USES

TOWN-OWNED PROPERTIES WILL HOST RECREATION FACILITIES AND TRANSIT HUBS TO SUPPORT MOBILITY AND COMMUNITY NEEDS.



LAND DEVELOPMENT CODE AMENDMENTS

DEVELOPMENT STANDARDS FOR CORE AND OUTER SUBDISTRICTS

REGULATION	CORE SUBDISTRICT	OUTER SUBDISTRICT
Max Height	7 stories + 4 stories structured parking (optional)	4 stories
Density	60 du/acre	48 du/acre
Active Ground Floor	60% GFA	30% GFA
Building Coverage	90% maximum	70% maximum

ARCHITECTURAL AND STREETSCAPE REQUIREMENTS



COHESIVE ARCHITECTURAL STYLES

PREFERRED STYLES INCLUDE MEDITERRANEAN REVIVAL AND MIAMI MODERN, PROMOTING FLEXIBILITY WITH COMPLEMENTARY DESIGNS APPROVED BY AUTHORITIES.

BUILDING MASS AND FACADE DESIGN

BUILDINGS MUST AVOID MONOLITHIC FORMS USING STEP-BACKS AND HORIZONTAL BREAKS FOR FACADES LONGER THAN 200 FEET FOR VISUAL INTEREST.

PEDESTRIAN-ORIENTED STREETSCAPE

GROUND-LEVEL DESIGN EMPHASIZES ACTIVE USES, PEDESTRIAN ENTRANCES, PLANTING ZONES, BENCHES, TREE WELLS, AND BIKE RACKS FOR WALKABILITY.

LANDSCAPING AND BUFFERS

AT LEAST 10% OF LOT AREA MUST BE LANDSCAPED WITH BUFFERS ADJACENT TO SINGLE-FAMILY DISTRICTS, INCLUDING PLANTING AND FURNISHING ZONES.

INFRASTRUCTURE AND MOBILITY COORDINATION

DEVELOPER INFRASTRUCTURE RESPONSIBILITIES

DEVELOPERS MUST BUILD OR FUND UTILITIES AND ROADWAYS, WITH OVERSIZED INFRASTRUCTURE BENEFITING PUBLIC PROJECTS.

MOBILITY STANDARDS AND COORDINATION

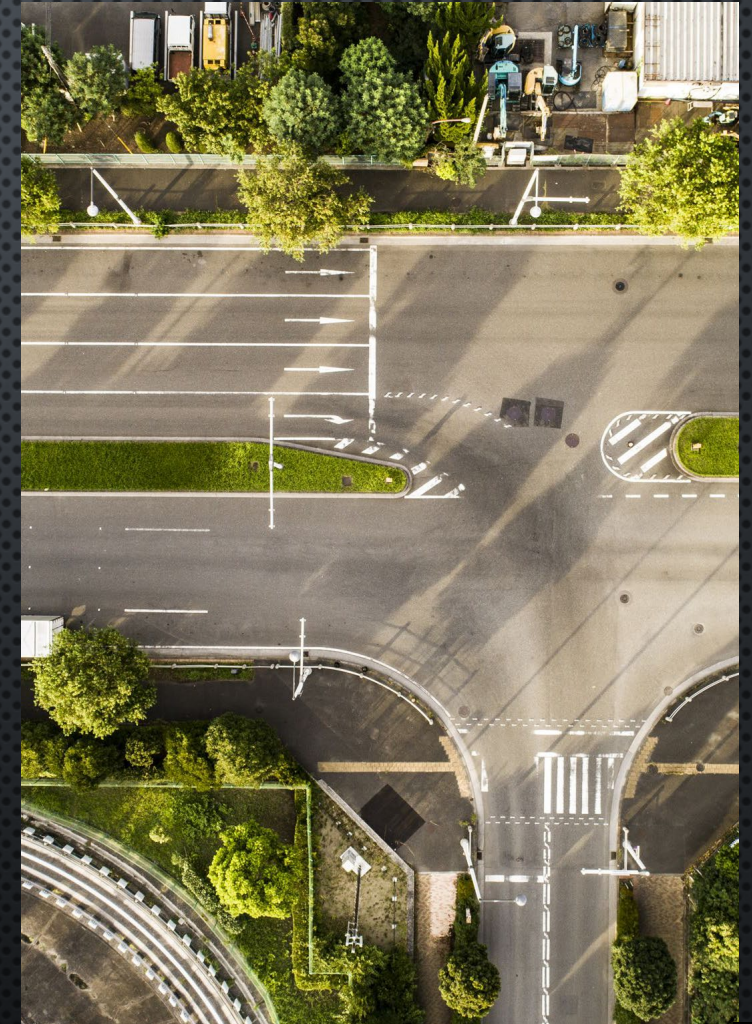
COORDINATION WITH REGIONAL AGENCIES MITIGATES TRAFFIC IMPACTS AND IMPROVES CONNECTIVITY ACROSS THE TOWN.

MULTIMODAL TRANSPORTATION PLAN

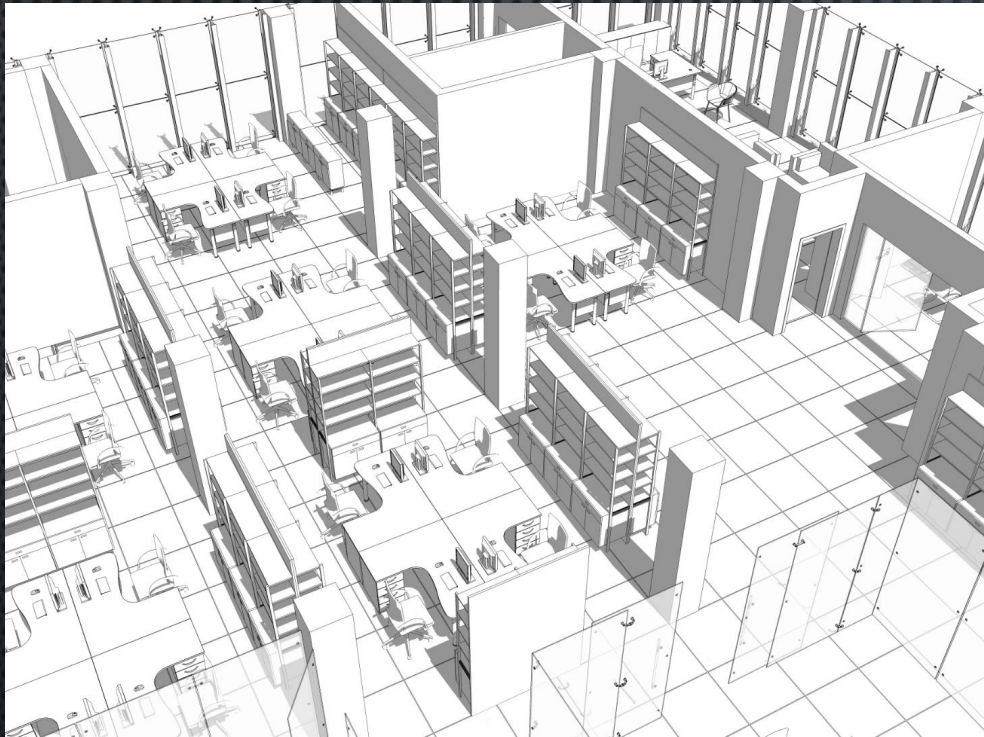
THE MOBILITY PLAN PROMOTES MICRO-MOBILITY, LAST-MILE TRANSIT, AND PROTECTED BIKE LANES FOR BETTER URBAN MOBILITY.

RECREATION SPACE REQUIREMENTS

DEVELOPMENTS MUST ALLOCATE AT LEAST 10% OF SITE AREA FOR PARKS, PLAZAS, OR ACTIVE AND PASSIVE AMENITIES.



WAIVER PROVISIONS AND PUBLIC BENEFIT CRITERIA



STRUCTURED WAIVER PROCESS

THE LDC AMENDMENTS CREATE A STRUCTURED WAIVER PROCESS ALLOWING FLEXIBILITY WHILE PROTECTING PUBLIC INTERESTS.

PUBLIC BENEFIT REQUIREMENTS

WAIVERS REQUIRE CLEAR PUBLIC BENEFITS LIKE ACCESSIBLE OPEN SPACE, SURPLUS PARKING, OR INFRASTRUCTURE IMPROVEMENTS.

REVIEW AND DOCUMENTATION

APPLICANTS SUBMIT DETAILED PLANS AND JUSTIFICATIONS, REVIEWED BY MULTIPLE COMMUNITY DEPARTMENTS AND BOARDS.

SPECIFIC WAIVER TYPES

WAIVERS INCLUDE PARKING REDUCTIONS, HEIGHT INCREASES FOR FEATURES, PARKING EXCLUSIONS, AND LANDSCAPING ADJUSTMENTS.

ECONOMIC DEVELOPMENT STRATEGIES

Item 1.

WORKFORCE DEVELOPMENT

ALIGN EDUCATION PROGRAMS WITH INDUSTRY NEEDS TO BUILD A SKILLED WORKFORCE THAT SUPPORTS ECONOMIC GROWTH.

BUSINESS INCENTIVES

PROVIDE INCENTIVES TO BUSINESSES OFFERING SALARIES ABOVE MEDIAN INCOME TO STIMULATE INVESTMENT AND JOB CREATION.

PROPERTY IMPROVEMENT GRANTS

OFFER GRANTS FOR REHABILITATING BUILDINGS THAT HAVE NOT BEEN IMPROVED IN OVER 25 YEARS TO ENHANCE URBAN INFRASTRUCTURE.

COLLABORATIVE PARTNERSHIPS

FOSTER PUBLIC-PRIVATE PARTNERSHIPS AND SUPPORT BUSINESS IMPROVEMENT DISTRICTS TO BOOST DOWNTOWN FUNCTIONALITY AND COMMERCE.

SUMMARY

KEY TAKEAWAYS AND IMPLEMENTATION

MODERNIZING REGULATIONS

AMENDMENTS AIM TO UPDATE LAND USE POLICIES AND DEVELOPMENT STANDARDS TO SUPPORT SUSTAINABLE AND COMPATIBLE GROWTH.

STRUCTURED WAIVER PROCESSES

WAIVER PROCESSES ARE LINKED TO PUBLIC BENEFITS TO ENSURE BALANCED DEVELOPMENT OUTCOMES.

IMPLEMENTATION AND ENGAGEMENT

IMPLEMENTATION INVOLVES PUBLIC REVIEW, STAKEHOLDER ENGAGEMENT, AND FORMAL ADOPTION BY AUTHORITIES.

ENHANCING DOWNTOWN LIVABILITY

FOCUS ON CONNECTIVITY, ECONOMIC RESILIENCE, AND PRESERVING DOWNTOWN CHARACTER.

COMP PLAN TEXT

Objective 12

Redevelopment of the Historical Downtown Area: A Downtown Future Land Use Classification is established to facilitate the redevelopment of the historical Park Avenue downtown and the immediate surrounding area. This land use category encourages a dense, vibrant, walkable mixed-use downtown that combines residences, businesses, and civic spaces, ~~and that is~~ This district shall be well-integrated into the surrounding neighborhoods and maintain the community's traditional scale and quaint charm, while promoting the redevelopment of infill parcels. This land use classification is also intended to facilitate development that complements a future tri-rail station.

Policy 12.1

The Downtown Land Use classification is implemented by the Park Avenue Downtown District (PADD) zoning district. ~~The Downtown Future Land Use shall provide for the development or redevelopment of compact residential and non-residential or mixed-use buildings to complement the existing buildings. Residential uses shall be designated as permitted by right within the district, subject to compliance with applicable development standards and design criteria.~~

New development shall be designed to respect and complement the Mainstreet character, scale, and form of existing buildings in the surrounding area through building form and placement. Replication of outdated commercial architectural styles is not required; instead, compatibility shall be achieved through thoughtful design that reinforces the community's established identity.

The Town shall encourage the use of specific architectural styles that reflect the desired character of the district, as identified in the zoning district. These styles shall promote visual cohesion and enhance the aesthetic quality of the built environment.

Policy 12.2

~~Within section 3.4.3 "Future Land Use Classification System" the Downtown Land Use provides for a density of 48 du/acre and a FAR of 3.0 across the entire contiguous area.~~

~~The Commission may approve a project greater than 48 du/acre so long as the average density of development within the entire contiguous Downtown Land Use area does not exceed 48 du/acre, and is consistent with the policies contained herein and meets the land development regulations. The land development regulations shall provide for a maximum FAR of 3.0 for non-residential uses. Development of sites within the Downtown Land Use may exceed the maximum 3.0 FAR, so long as the average FAR~~

~~for the entire Downtown Land Use area does not exceed 3.0, is consistent with the policies contained herein and as provided in the land development regulations.~~

The Downtown Land Use classification is implemented by the Park Avenue Downtown District (PADD) zoning district. The zoning district shall have at least two subdistricts reflected on the Zoning map.

The Core District is the central commercial core with the most intense building development within the downtown district, with a mix of uses including multifamily residential, office uses and ground floor active uses, is allowed. The greatest development intensity should be oriented towards 10th Street, to create a signature mixed-use corridor.

The Outer District is intended to function as a transition zone between the Core District and land area outside of the PADD. Development should respect the scale of the pedestrian streets along Park Avenue, Foresteria Drive, and 9th Street.

Each individual site plan or project within the Park Avenue Downtown District (PADD) must follow the specific rules for density (the number of dwelling units per acre) and intensity (the amount of building area compared to the size of the lot) that apply to its location, as established for the district and listed in the following table:

<u>Subdistrict</u>	<u>Core</u>	<u>Outer</u>
<u>General District Description</u>	<u>Parcels fronting 10th Street and Park Avenue, west of 8th Street.</u>	<u>Parcels serve as a transition zone between the Core and adjacent residential uses outside of the PADD.</u>
<u>Maximum Density</u>	<u>60 du/acre</u>	<u>48 du/acre</u>
<u>Maximum Intensity</u>	<u>FAR of 0.75 for non-residential development.</u>	<u>FAR of 0.75 for non-residential development.</u>

Policy 12.3

~~The land development regulations developed to implement the Downtown Land Use and PADD zoning district shall provide for compatibility of adjacent land uses by establishing criteria to address buffering and to control the height and intensity of structures to mitigate the impacts of development on adjacent zoning districts, particularly single-family districts.~~

The Town shall ensure that development within the Downtown Land Use and is compatible with adjacent land uses, particularly low-density and single-family residential neighborhoods. To achieve this, the Land Development Code (LDC) shall include clear and enforceable standards addressing:

- Appropriate transitions in building height, massing, and intensity;
- Buffering techniques such as landscaping, setbacks, and building step-downs;
- Context-sensitive design strategies, such as architectural treatments, that protect neighborhood character and minimize adverse impacts.

These standards shall guide the design and placement of new development to ensure it is appropriately scaled and integrated with surrounding uses.

Policy 12.4

Development and redevelopment shall be supported by publicly accessible civic spaces, usable open space, walkable and bikeable streets, and served by varied forms of public and private transportation.

Given the PADD's limited land area and existing development pattern, usable open space should focus on urban amenities that enhance the pedestrian experience and provide visual and social relief within the built environment such as pocket parks, shaded seating areas, courtyards, rooftop terraces, or activated streetscape zones designated for public use.

Policy 12.5

~~Development shall provide for and accommodate various alternative mobility and micro-mobility options, consistent with policies of the Transportation Element, to achieve the safe interconnectivity of vehicular, pedestrian, and other non-motorized movement, and promote sustainability.~~

All new development and redevelopment within the PADD shall support a safe, efficient, and sustainable multi-modal transportation network. Development shall:

- Leverage the existing street grid and alley network for access, parking, and service functions to reduce traffic impacts and preserve walkability;
- Incorporate site planning and traffic mitigation strategies—such as access management, shared parking, and transportation demand management (TDM)—to address cumulative transportation impacts; and
- Accommodate alternative mobility and micro-mobility options consistent with the Transportation Element and the adopted CRA Master Plan and Mobility Plan;
- Recognize the mobility fee as a key tool to fund infrastructure improvements and reduce automobile dependency.
- Enhance on-site connectivity and safety through internal circulation networks, cross-block passages, minimized curb cuts, and on-street parking;

Policy 12.6

~~The Town shall prioritize catalytic public-serving uses on town-owned properties such as recreation, civic space, transit or public parking continue to pursue a proposed train station location immediately adjacent to the Downtown future land use area, in support of its redevelopment and mobility goals.~~

Optional New Policies

Waivers and Public Benefit

Policy X.X: The Town may grant waivers for development in the PADD only when a clearly defined public benefit is provided, consistent with the provisions of the Land Development Code (LDC). Public benefits may include, but are not limited to, the provision of publicly accessible recreation or open space, surplus public parking, or the construction of infrastructure with capacity exceeding the needs of the proposed development. All such waivers shall be evaluated based on established criteria to ensure transparency, equity, and alignment with community goals.

Infrastructure

Policy X.X: All necessary infrastructure improvements, including but not limited to utilities, shall be constructed or funded by the developer as a condition of development approval. Developers may elect to construct infrastructure with capacity exceeding the needs of their project to meet the requirements of a waiver. When such overbuilt infrastructure provides measurable benefit to the broader community—such as serving future development or relieving existing deficiencies—it may be considered a public benefit, subject to criteria established in the Land Development Code (LDC).

Design Criteria

Policy X.X: The Town shall support the enhancement of alleyways as shared spaces that may accommodate both parking and safe pedestrian activity.

Policy X.X: The Town shall prioritize opportunities to adapt downtown alleyways for additional parking where appropriate, ensuring convenient access to businesses and supporting overall downtown functionality.

Policy X.X: The Town shall require development within the Core Sub-district to incorporate streetscape improvements to enhance walkability, including a planting and furnishing zone. Other elements which enhance the streetscape are encouraged, such as awnings and canopies projecting over the sidewalk.

Policy X.X: The Town shall require that development along 10th Avenue and Park Avenue provide active ground floor uses.

Policy X.X: The Town shall continue to establish provisions for Live/Work units by encouraging such use in the Core and Inner Sub-districts of the PADD.

Economic Development:

Policy X.X: The Town shall support the economic viability of Downtown by prioritizing education and workforce development, supporting local business development, and exploring ways to reduce costs for businesses through the following strategies:

- Align education and workforce programs with target industry needs to better enable the workforce to meet the needs of potential City businesses.
- Identify strategies to incentivize development in the PADD for new businesses generating jobs with an average salary of at least 15% or higher than the current median income in the Town.
- Assist local businesses in creating a Business Improvement District or Mainstreet organization to further enhance the PADD.
- Encourage communication, collaboration, awareness, and partnerships between the public and private sectors.
- Implement building improvement grants for buildings that have not been improved (rehabilitated or beautified) in 25 or more years.

Parking

Policy X.X: The Town shall enhance accessibility to Downtown and support local businesses through increased parking options by utilizing town-owned properties to provide additional parking, pursuing public-private partnerships to build structured parking, and encouraging the development of on-street parking along Park Avenue and all cross-streets where right-of-way is available within the PADD.

Policy X.X: The Town shall conduct a Parking In-Lieu Fee Study that allow flexibility in meeting parking requirements within Downtown, including the establishment of a Payment in Lieu of Parking Program consistent with the Downtown Parking Master Plan. This program will enable developers to contribute to a dedicated fund for public parking and mobility improvements in lieu of providing required on-site parking spaces.

Transportation

Policy X.X: The Town shall coordinate with Palm Beach County and the Palm Beach Transportation Planning Agency (TPA) to identify and support intersection and roadway improvements that enhance overall mobility and connectivity by expanding transportation options without compromising the character of the Town's downtown or its right-of-way constraints.

Policy X.X: The Town shall coordinate with Palm Beach County and the Palm beach Transportation Planning Agency (TPA) to continue collaborations on a regional commuter rail.

Policy X.X: The Town shall coordinate with Palm Beach County to implement signal timing optimization and intersection management strategies to improve traffic flow and reduce delays, particularly within the Core and Inner Sub-districts where there are higher intensities and densities.

Policy X.X: The Town shall continue to implement and periodically update its Mobility Plan to enhance overall mobility and reduce car dependency through pedestrian and bicycle facility improvements.

Policy X.X: The Town shall encourage safe, convenient, and effective motorized and alternative means of transportation and transit systems by utilizing funds from the Town's mobility-fee to implement the following strategies:

- Pursue opportunities to introduce micro-mobility options such as e-bikes, electric scooters, and shared bicycles.
- Explore the potential for a "Last Mile" local circulator between the potential train station and points of interest to enhance connectivity to the Downtown.
- Continue to pursue the creation of the Lake Park Legacy Loop, a pedestrian/bike route that connects points of interest in Lake Park.
- Prioritize the construction of protected bike lanes.

LDC TEXT

Sec. 78-70(b)(7): Waivers

- a. Purpose and intent. The intent of this section is to provide for waivers for certain development standards for site plans within the PADD district, provided an applicant meets or exceeds the waiver criteria set forth ~~herein under subsection b. below~~, as determined by the town commission, to establish clear criteria and procedures for granting development waivers in the PADD, ensuring that such waivers are only approved when a clearly defined public benefit is provided, consistent with the goals of the Comprehensive Plan and this Code.
- b. Applicability. These regulations apply to all development proposals within the PADD that seek relief from specific development standards through a waiver process.
- c. Eligibility for waivers. Waivers may be granted only when the proposed development provides a clearly defined public benefit as determined by the community development director. The waiver must not compromise public health, safety, or welfare, and must remain consistent with the intent of the underlying zoning regulations.
- d. Evaluation criteria. Waiver requests shall be evaluated based on the following:
 1. Further the purpose and intent of the PADD, including the architectural and site design elements
 2. Nexus and proportionality of the public benefit to the requested waiver;
 3. Permanence and accessibility of the public benefit;
 4. Consistency with the Comprehensive Plan, CRA Master Plan, and Mobility Plan;
 5. Equity and transparency in the application of waiver provisions;
 6. Design quality and contribution to community character including compatibility with the style and characteristics of surrounding structures
- e. Application and review process. Applications for a waiver shall be submitted together with a site plan to the community development department. Applicants seeking a waiver must submit:
 1. A written justification to identify the land development regulations from which the applicant seeks a full or partial waiver, explain the reason for each waiver requested, and the extent to which the requested waiver, if granted, would depart from the land development regulations established by this section, and an analysis demonstrating how the benefit exceeds minimum code requirements;
 2. A site plan which is sufficient to identify the land which is subject of the waiver request, and showing the proposed public benefit if on site;
 3. Any additional documentation required by the Community Development Department.
- f. Review and approval. Upon the determination of the community development department that the site plan and waiver application complete, community development shall schedule the site plan and waiver applications for consideration by the planning and zoning board and the town commission.
- g. Conditions and mitigation. The commission may impose conditions or limitations upon the waivers it grants to ensure that the spirit and intent of the PADD. Additionally, the commission may require mitigation on or off site in exchange for the granting of waivers, or as a public benefit.
- h. Waivers permitted. Review criteria. ~~In order for a waiver to be approved, the town commission shall find that the application furthers the purpose and intent of the PADD, meets the architectural and site design elements of the PADD, is compatible with the style and characteristics of surrounding structures, provides a public benefit in exchange for each waiver requested and complies with the standards below~~
 1. Off-street parking waiver. Up to ten percent of the number of parking spaces for a specific property and use or uses, as required by 78-70-3 78-70-4 may be waived upon the town commission's determination that:
 - (a) The subject property complies with ADA requirements, respective loading requirements for certain uses, and no property shall have less than five parking spaces; and
 - (b) There is a sufficient number of off-street parking spaces in the town's adopted Downtown Parking Master Plan to accommodate the waiver request; and
 - (c) A parking needs analysis for the proposed property and its use or uses demonstrates that up to ten percent less of the parking spaces required pursuant to Table 78-70-3 78-70-4 would be sufficient. The parking needs analysis shall be prepared by a Florida registered engineer or architect, certified (AICP) planner who has the demonstrated qualifications and expertise to perform such an analysis; or
 - (d) The proposed use is an adaptive re-use within an existing structure and there is insufficient space on site to accommodate all of the required parking, provided that a parking needs analysis pursuant to subsection 1.(c) above is submitted and parking is available pursuant to subsection 1.(b) above.

2.Height waiver. The town commission may waive up to a 20 percent increase in the height of a building for architectural features, provided:

- (a) The increased height enhances the structure's architectural features and the commission finds that doing so would improve building aesthetics and massing. Examples of these architectural features include parapets, shielding mechanical equipment, cooling towers, elevator shafts, and other elements; and
- (b) The increased height would not negatively impact the light, air flow, and aesthetics of abutting single-family dwellings or single-family dwellings across a street or alleyway.

OPTIONAL:

3. Structured parking waiver. For structures in the Core Sub-District, up to four three levels (maximum of 40 feet) of structured parking may be excluded from the maximum height of a structure, even if active liner uses are proposed, upon the town commission's determination that all of the following conditions exists:

(a) The applicant is proposing structured parking to meet the code required parking. In addition to meeting the required parking, an applicant seeking a structured parking waiver shall provision public parking equivalent to a minimum of ten percent of the required parking. This public parking shall be located on the ground floor of the structured parking area, be free of charge, and marked and reserved for public use in perpetuity.

(b) Pursuant to a review of shadow studies, the additional height would not significantly impact the light, air flow, and aesthetics of any abutting single-family dwellings or multifamily dwellings or those that are located across a street or alleyway in a manner that creates substantial negative or detrimental impacts, as determined by staff, or as determined by the town commission. This waiver shall not be combined with an off-street parking waiver under subsection 1. above.

4. Landscaping species waiver. The commission may grant a waiver of a particular species of vegetation, hedges, or trees, or the quantity, quality, or height requirements of the species required herein where there is a conflict with the requirements of another public agency, or public or private utility, provided the commission finds that public's interest is better served by accepting the public agency, or utility's landscaping species.

Sec. 78-70(g): Landscaping Requirements

- (3) ~~*Properties along 10th Street.*~~ New development, substantial renovation or redevelopment shall provide a minimum five foot landscape strip directly abutting 10th street, and a minimum six foot sidewalk. Should there be insufficient public right of way to accommodate the landscaping and/or sidewalk, the property owner shall provide an easement on its property for the installation of the landscape strip and sidewalk improvements. Materials within the 5 foot landscape strip shall be consistent with the aesthetics established along the 10th Street corridor.
- (3) *Properties within the Core Sub-District.* New development, substantial renovation or redevelopment shall provide a minimum of six-foot planting and furnishing zone along the primary frontage, in addition to a minimum six-foot sidewalk, which includes tree wells with grates combined with hardscaped areas for benches, bike racks, trash receptacles, and streetlights or signs, in accordance with the following standards:
- a. Planting and furnishing zones must be configured to maintain ADA compliance.
 - b. Planting and furnishing zone location and design must be coordinated with existing and future utilities.
 - c. Minimum width of 6 ft. min. for understory trees; 10 ft. min. for canopy trees.
 1. Canopy (shade) trees shall be provided in the planting strip of the streetscape spaced at not more than 40 foot spacing. Trees are required to be planted in either a continuous planting strip or in tree wells using structural soil. A root barrier shall be provided when the planting strip is less than 10 feet in width.
 2. Understory tree spacing at an average of 20 feet on-center, or fraction thereof.
 - d. Any street furniture or other vertical features such as benches or vertical landscape barriers must be distanced from the curb a minimum of 2 feet.
 - e. Should there be insufficient public right-of-way to accommodate the landscaping and/or sidewalk, the property owner shall provide an easement on its property for the installation of the planting and furnishing zone and sidewalk improvements.

Sec. 78-70(h): Architectural Requirements

All nonresidential and mixed-use structures shall meet the design regulations of chapter 78, article XII and this section. Supplemental regulations associated with the PADD's architecture shall be applicable to multi-family and attached residential, mixed use and nonresidential development and include the following elements:

- (1) An overall, unified design and character and compatibility with surrounding structures aesthetics that respects historic context by encouraging adaptive reuse;
- (2) Preferred architectural styles shall include Mediterranean Revival along Park Avenue, modern designs or Miami Modern along 10th Street, or any architectural style complimentary of those listed herein that has been approved by the town commission's approval of a site plan;
- (3) Building massing that addresses the street by meeting a minimum frontage occupation of 60%, creating a pedestrian-oriented environment. Frontage occupation refers to the amount of the front building face that meets the minimum setback;
- (4) Ground level retail space or other ground level amenities which are of interest to pedestrians and serve the surrounding neighborhoods, with primary pedestrian entrances oriented to face the street with a six foot wide walkway connecting to the public sidewalk;
- (5) No blank walls, dead spaces, or features that hinder the pedestrian experience;
- (6) A single, large, dominant building mass shall be avoided. Multiple smaller buildings or multiple volumes over a single podium are encouraged over fewer large buildings. Changes in mass must be provided, related to entrances, the integral structure, and the organization of interior spaces and activities.
 - a. Features such as porches, chimneys, cornices, windows and doors must be proportional to other features of the building as well as the overall building form.
 - b. Additions, connective wings, and outbuildings shall be secondary to the primary building form.
 - c. Horizontal rhythm should be established by the organization of the building facade into horizontal bands which provides human scale and proportion to the facade.
 - d. Vertical rhythms should be established in the facade through alignment of windows, openings, pilasters, and columns.
- (7) Roof form shall include height variation and articulation which reflects the mass and architecture of the building below. Additional elements such as parapets may be used to

achieve variations in roof form. Roof forms that overwhelm the mass of the primary building form and complicated rooflines are to be avoided.

- (8) The use of common features such as parapet or clay tile roofs, the particular shape of windows and doors, and ornamentation;
- (9) A variety of protective features, attentive to the South Florida climate, such as arcades and awnings, building overhangs, landscaping, and the size, location, and shape of windows and doors, including architectural detailing of the same;
- (10) The use of textured or smooth stucco, roof tiles, painted window frames, and stucco moldings.
- (11) Tones of white, creams, and pastels should be considered for colors.
- (12) For proposed structures in the Core and Inner sub-districts adjacent to existing buildings requiring the minimum 15 foot interior side yard building setback, the space on the ground floor shall be utilized to create a public or private plaza, or midblock connection.
- (13) Buildings over four stories shall be designed to provide at least one building step-back beginning on the fifth floor when adjacent to a public right-of-way or single family residential. Step-backs shall serve to soften the facades and better integrate them into the surrounding area and shall be deemed acceptable by staff and by the town commission. Minimum step-back depth shall be 20 feet and may incorporate outdoor living or other features.
- (14) ~~Buildings over four stories shall incorporate a horizontal break in the facade after 200 feet of continuous facade length. The facade separation shall be a minimum break of 40 feet or other dimension that serves to adequately soften the facade and provide architectural air flow.~~
- (15) Maximum allowable projections and encroachments of architectural elements.

Elements	Front, Street Side, and Rear Setbacks		Interior Side Setback	0 ft. setback (no setback)
	Setback = 10 ft. or less	Setback = greater than 10 ft.		
Bay Windows	3 feet ⁵	3 feet ⁵	3 feet	Upper floor only, 3 ft. into a public right-of-way ²
Balconies	6 feet ⁵	6 feet ⁵	3 feet	Upper floor only, 3 ft. into a public right-of-way ²
Awnings ⁴	6 feet	6 feet	3 feet	24 in. from the face of the curb ²
Stoops	6 feet	6 feet	3 feet	Not Permitted
Stairs	6 feet	8 feet	3 feet	Not Permitted
Porches ¹	6 feet	8 feet	3 feet	Not Permitted
Roof eaves, chimneys, and ramps	May encroach into all setbacks			Roof Eaves only, 3 ft. into a public right-of-way ²
Cornice ³	May encroach into all setbacks			1 ft. into a public right-of-way ²

Notes:

1. The encroachment of porches shall only be permitted in conjunction with residential units.
2. Right-of-way encroachments shall be a minimum of 11 feet above the sidewalk.
3. A cornice line shall project a minimum of 2 inches from the front elevation of the structure.
4. The placement of awnings shall take into consideration the overall composition of the facade. Awnings shall be designed to fit between vertical architectural elements or features including but not

Table 78-70-1: Permitted and Special Exception Uses

TABLE 78-70-1 PERMITTED AND SPECIAL EXCEPTION USES PARK AVENUE DOWNTOWN DISTRICT			
NOTES P = Permitted, may be subject to additional standards. SE = Special Exception Use, Town Commission Approval Required.			
USE CATEGORY	Outer Sub District	Core Sub District	Additional Standards
I. RESIDENTIAL			
Apartment/Townhouse/Dwelling Unit	SE P	SE P	1
Townhouse	P	P	
Duplex	P	P	
Multiplex	P	P	
Single family Subdivision	P	SE	
I a. MIXED RESIDENTIAL/COMMERCIAL			
Airbnb's/Bed and Breakfast Inn, within existing single family structure	P	P	2
Live-work unit - studio	SE P	SE P	3
Live-work unit - apartment	SE P	SE P	3
II. BUSINESS AND PROFESSIONAL OFFICES			
Business Office	P	P	
Offices for Medical and Dental Practices	P	P	
III. PERSONAL SERVICES			
Barbershop, Beauty Salon, or aesthetician, or spa	P	P	
Dry Cleaning and/or Laundry, Drop-off and Pickup Only	SE	SE	6
Financial Institutions, including Banks and Credit Unions	SE	P	7
Gymnasium, Spa, and Health Club	SE P	P SE	
Gymnasium, public	P	P	
Parking Lot or Structure, Public or Private	SE P	P	8
Printing, Blueprinting, and Related Services	P	P	
Studios, including for Art, Dance, Drama, Interior Design, Music, Photography, Film, Tailoring	P	P	5
IV. RETAIL AND COMMERCIAL			
Art Gallery	P	P	
Bakery	P	P	4
Bicycle or Scooter, Sales and Rental	P	P	9
Coffee Shop	P	P	
Consignment Shop	P	P	
Craft Distillery	SE P	P	19
Deli, café	P	P	
Department Store, including Apparel, Housewares, Dry Goods, Notions, Jewelry, Home Furnishings, etc.	P	P	
Distillery	SE P	P	20

Fruit and Vegetable Market	P	P	10
Grocery Store, Specialty	P	P	11
Hotel or Inn	SE P	SE P	12
Ice Cream Parlor	P	P	
Mail, Shipping and Packing Stores (Private)	P	P	
Microbrewery	SE P	P	13
Brewery	SE P	P	
Brewpub	SE P	P	
Restaurant, General	SE P	P	14
Restaurant, Specialty	SE P	P	15
Retail, including Apparel, Beauty Supplies, Boutiques, Electronics, Flowers, Gifts, Hobby Supplies, Jewelry, Office Supplies, Music Media, Musical Instruments, etc.	P	P	
Small scale food and beverage production	SE P	P	16
Wineries	SE P	P	21
V. RECREATION			
Athletic court, Outdoor	SE	SE	
Entertainment, Indoor	SE P	SE P	
Theater, Indoor	SE P	P	
VI. CIVIC USES			
Government Offices	P	P	17
Schools, Post-Secondary	SE	SE	18
Train Stations and Accessory Uses	SE P	SE P	22

Table 78-70-2 – PADD Development Regulations

	OUTER Sub-District	CORE Sub-District
Building Height (Maximum)	4 stories (56 feet)	7 stories, 12 stories (160 feet). See 78-70(b)(7)b.3. for an additional height waiver for structured parking.
Story Height	Maximum 12 feet per story, 20 feet maximum for ground floor	Maximum 12 feet per story, 20 feet maximum for ground floor, and top floor or middle floor
Minimum Building Height	<u>None</u>	New development shall have a minimum building height of <u>2 two</u> stories.
Building Coverage	<u>70</u> -90% maximum	90% maximum
Front Setback	15 feet (Minimum)	15 feet (maximum), <u>6 feet (minimum) where planting and furnishing zone is required.</u>
Side Setback (Interior)	None 15 feet when adjacent to single-family uses districts	15 feet when adjacent to existing buildings <u>including single family buildings.</u>
Side Street Setback	None 15 feet when adjacent to single-family uses districts	<u>15 feet when adjacent to single-family uses *</u>
Rear Setback	None 15 feet when adjacent to single-family uses districts	None
Parking Standards	Parking shall be located at the rear of the site, except for townhouse driveways with preference along an alley	Parking shall be located at the rear of the site, <u>with preference along an alley</u>
Sidewalk Width (Minimum)	10 feet	10 feet
<u>Lot Size</u>	<u>None</u>	<u>4 acre (minimum, or Outer Sub-District Regulations shall apply) None</u>

<u>Density</u>	Maximum density shall be 48 dwelling units per acre. The town commission may approve a project in excess of 48 units provided that the average density for the entire contiguous Downtown Future Land Use area does not exceed 48 du/acre and the town commission finds it in keeping with the purpose and intent established for the PADD.	Maximum density shall be 48 <u>60</u> dwelling units per acre. The Town Commission may approve a project in excess of 48 units provided that the average density for the entire contiguous Downtown Future Land Use area does not exceed 48 du/acre and the Town Commission finds it in keeping with the purpose and intent established for the PADD.
<u>Minimum Active Uses on Ground Floor²</u>	<u>30% of the ground floor GFA</u>	<u>60% of the ground floor GFA</u>
<u>Minimum Active Use Liner Depth</u>	<u>15 feet</u>	<u>20 feet</u>

(*) For those yards adjacent to single-family districts, even when separated by a right-of-way, a minimum 15 foot setback is required.

NOTES

1. At least 50 percent of the building line of all new construction and any substantial repair, renovation, rehabilitation, or restoration of an existing building shall have a front setback of zero feet. Recesses in the required zero setback building line for architectural features such as doors, courtyards, store front entrances etc., are permitted as part of the overall design of the building.

2. Active use, ground floor means an active use that attracts pedestrian activity, provides direct access to the general public from the sidewalk or the public open space, and conceals uses designed for parking and other non-active uses if present. Ground floor active uses generally include, but are not limited to, retail, other commercial, office, restaurants, coffee shops, libraries, institution, educational and cultural facilities, residential, and entrance lobbies.

TABLE 78-70-378 70-4 REQUIRED OFF-STREET PARKING AND LOADING SPACES**

Use Category	Off-Street Parking for Residents, Customers and Employees, as applicable(**)	Loading Spaces Required(*)
Residential	1 space per housing unit	None
Live-work units	1 per residential component, see Table 78-70-1 (3) for commercial	None
Business and Professional Offices	1 per 500 SF	1 per 10,000 SF (1)
Personal Services	1 per 500 SF	1 per 10,000 SF
Outdoor Display	None	None
Outdoor Restaurant Seating or other facilities operated by number of seats (example, open-air patios, etc.)	1 per 3 seats	None
Restaurants	1 per 100 SF	1 per 5,000 SF
Retail and Commercial Brewery and similar indoor open areas	1 per 500 SF 1 per 500 SF	1 per 5,000 SF
Hotel/Airbnb/Bed and Breakfast Inn	1 space per rentable room, plus 1 space for each employee (maximum shift), plus 1 guest space per 3 rentable rooms	1 per 10,000 SF
Theater, Indoor	1 per 3 seats	1 per use, excluding movie theaters

NOTES

At least one loading space is required for all uses having less than minimum gross square feet.

(*) All square footage calculations are based upon the gross square feet of building area.

(**) For new development or change in use: Should a project be unable to provide all required parking on-site, the Town may consider the following options:

- 1) A maximum of 10% of required parking may be satisfied by using unallocated public parking spaces available in the *Downtown Public Parking Master Plan* identified herein.
- 2) The project may make a market rate contribution for the construction of additional public parking spaces pursuant to the *Downtown Public Parking Master Plan*, if said spaces will be available within six months of C.O.

Section 78.XX – Developer Responsibility for Infrastructure Improvements

A. General Requirement. As a condition of development approval, and prior to the issuance of a certificate of occupancy, all necessary infrastructure improvements—including but not limited to water, sewer, stormwater, electric, telecommunications, and roadway facilities—shall be constructed or funded by the developer. Infrastructure improvements must meet the minimum standards established by the Town, the County and all applicable utility providers.

B. Oversized Infrastructure as Public Benefit. Developers may elect to construct infrastructure with capacity exceeding the projected demand of their development. Such oversized infrastructure may be considered a public benefit for the purposes of qualifying for development waivers, provided that:

1. The additional capacity serves future development or addresses existing infrastructure deficiencies;
2. The improvement is consistent with the Town's Capital Improvement Plan or other adopted infrastructure plans;
3. The benefit is measurable and documented through engineering analysis or utility demand projections.

C. Evaluation Criteria. Oversized infrastructure shall be evaluated based on the following:

1. Extent of Community Benefit – The degree to which the improvement supports broader community needs beyond the subject development.
2. Alignment with Town Plans – Consistency with adopted infrastructure, mobility, or capital improvement plans.
3. Long-Term Maintenance – The ability of the utility provider to maintain the infrastructure over time.

D. Documentation and Approval. Developers seeking recognition of oversized infrastructure as a public benefit must submit:

1. Engineering plans and capacity analysis;
2. Narrative describing the public benefit;
3. Agreements with utility providers, Palm Beach County, or the Town regarding ownership and maintenance.
4. Approval of such infrastructure as a public benefit shall be at the discretion of the Town Commission, based on staff recommendation and applicable review procedures.

Sec. 78-XX – Mobility and Transportation Coordination Standards

A. Purpose. To ensure that development within the Town supports a multimodal transportation network, enhances connectivity, and aligns with regional mobility goals while preserving the character of the downtown and addressing right-of-way limitations.

B. Coordination with Regional Agencies

1. Interagency Coordination Required. All development applications that may impact regional transportation infrastructure shall be reviewed in coordination with Palm Beach County and the Palm Beach Metropolitan Planning Organization, if applicable.
2. Traffic Impact Mitigation. Applicants shall submit traffic studies, where applicable, that identify potential impacts and propose mitigation strategies consistent with the County's Unified Land Development Code (ULDC) and the Town's Mobility Plan.

C. Signal Timing and Intersection Management

1. Developer Contributions. Where warranted, developers may be required to contribute to signal upgrades or intersection improvements as a condition of approval.

D. Mobility Plan Implementation

1. Compliance Requirement. All new development and redevelopment shall demonstrate consistency with the current Mobility Plan.
2. Mobility fee revenues shall be used to implement the following strategies:
 - a. Micro-Mobility Infrastructure. Installation of docking stations or designated parking areas for e-bikes, scooters, and shared bicycles.
 - b. Last-Mile Connectivity. Feasibility studies and pilot programs for a local circulator connecting existing transit stops to key destinations in the Downtown.
 - c. Lake Park Legacy Loop. Design and phased construction of the Lake Park Legacy Loop, a continuous pedestrian and bicycle route linking parks, civic spaces, and commercial areas.
 - d. Protected Bike Lanes. Prioritization of protected bike lane construction in all applicable roadway improvement projects.

Sec. 78-XX Recreation Space

- A. All new developments within the PADD, and redevelopment that proposes more than 50% of the site to be disturbed, must provide a minimum of 10% recreation space, which includes passive or active recreation options, or both. Any landscaped area in this space may be used toward the 10% required landscape area. Recreation spaces may include a combination of:

1. Plazas, squares or courtyards
2. Parks including art parks, or dog parks
3. Playgrounds, splash pads or fountains
4. Outdoor sports courts
5. Greenways or trails
6. Indoor gym or recreation space

January 21, 2026 Commission Meeting.

Katia Zhestkova

Testimony:

I want to speak tonight not just about *what* is in this final draft, but **how we got here**, because under Florida's planning process, **how matters just as much as what**.

On **April 26**, this room was packed for the public workshop conducted by Kimley-Horn. Residents spoke clearly: they want a **historic, small-scale downtown**, not high-rise buildings.

On **June 2**, Kimley-Horn presented a draft that reflected that input.
That draft:

- focused on **six stories**,
- used **48 dwelling units per acre**,
- and warned that **waivers — especially height and parking waivers — were a risk and should be removed**.

That is the **only draft residents ever saw**.

On June 2, the **only direction from the Commission** was a request to look at **one additional 10-story option**.

There was **no vote**, no authorization to increase density, no approval to add sub-districts, and no instruction to expand waivers.

Nearly **five months later**, the Commission is presented with final recommendations that include **major changes**:

- density increased from **60 units per acre** in certain areas.
- new or reworked **sub-districts**,
- and waivers that were once called a risk are now built into the system.

All traffic and infrastructure analysis in this study was done at **48 units per acre**, and even that showed problems.

There is **no updated analysis** supporting 60.

These changes were **never brought back to residents**.

Florida's planning process requires **meaningful public participation**.

When material changes are made after public workshops and presentations, residents must be informed, shown what changed, and given a chance to respond.

That did **not** happen here.

Just yesterday, we met with the Town Manager and Development Director. They told us the Town did **not** direct these changes and cannot explain how they occurred.

So tonight, the Commission is being asked to consider recommendations that are:

- materially different from what residents saw,
- not supported by updated data,
- and lacking clear authorization.

That is not a policy disagreement.

It is a **process breakdown**.

Until this is addressed, the **only version that reflects resident input, tested assumptions, and a transparent public process is the June 2 draft**.

Advancing these recommendations without resolving these process defects exposes the Town to serious legal vulnerability because they are not supported by the public record or the analysis presented to residents

Public Comment on the PADD 10th and Park Project:

Scrutiny of the Kimley-Horn Nov. 5, 2025 Report

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

Members of the Commission,

Tonight, we will hear from KH about their November 5th report, a planning document. It had been 5 months since their first report was submitted in June 2025, and I wondered why it took 5 drafts to reach November 5th. Who was giving the consultants directions during these drafts on what to specifically include in the final November report?

What concerns many residents is not just the report's outcome, but **how** that outcome was reached. What motivated KH to materially change their recommendations WITHOUT COMMISSION OR P&Z DIRECTION between June 2 and November 5, so as to WRITE A REPORT WITH SPECIFIC LANGUAGE SUPPORTING BOTH 60 DWUs AND ASSOCIATED OPTIONAL WAIVERS? For instance, where did the notion of multiple downtown districts come from? Why did KH choose to create a detailed road map for only one possible future? It seems so striking that their recommendation appears to have been formed **before** it was formally considered by the Commission and then bypassing the Planning and Zoning Board altogether. Equally worse, draft after draft went by **before residents could review the information, ask questions, and provide input**. Who directed KH to promulgate such an exhaustively detailed path of higher density that inevitably leads to the need for multiple optional waivers and high stories?

It feels like a Planning and Zoning review is more of a formality than a meaningful part of the process.

How is it that no other densities were as fully language out that reflects the will of residents? Residents must by law be engaged during the process, when our feedback can still influence the outcome. When that doesn't happen, confidence in the process erodes.

KH should remove the November report as unauthorized in scope and resubmit with clear direction from P&Z, residents, and the Commission. Tonight, the Commission should ratify this path. Conduct additional public hearings on any final recommendation to be made by the consultants.

Please note with my testimony an email attachment to the KH Team requesting answers to these questions.

Good development can coexist with good governance. But only if transparency and accountability are treated as obligations, not inconveniences. Thank you for your time.



Fw: Request for Clarification on Unauthorised Revisions to PADD Final Draft

1 message

Katia Zhestkova <ekaterinaz@hotmail.com>

Wed, Jan 21, 2026 at 9:24 AM

To: Michael Steinhauer <pipestone1992@gmail.com>

Mike, because time is of essence and KH needs to see this before the meeting I sent it yesterday to both partners. I think it is more than strange about that both Nadia and Richard denied the responsibility for changing the report. It actually made the final draft invalid.

From: Katia Zhestkova <ekaterinaz@hotmail.com>

Sent: Wednesday, January 21, 2026 4:08 AM

To: Palmer, Alessandria <ali.palmer@kimley-horn.com>; Cruz, Ruben <ruben.cruz@kimley-horn.com>

Cc: Nadia DiTommaso <nditommaso@lakeparkflorida.gov>; Richard Reade <rreade@lakeparkflorida.gov>; Roger Michaud <rmichaud@lakeparkflorida.gov>; Baird, Thomas J. <tbaird@jonesfoster.com>

Subject: Request for Clarification on Unauthorised Revisions to PADD Final Draft

Request for Clarification on Unauthorised Revisions to PADD Final Draft
January 20, 2026

Dear Kimley-Horn Team,

I am writing on behalf of the Lake Park Society for the Advancement of Civic Engagement (SACE) regarding the Park Avenue Downtown District (PADD) Study and the substantial, unexplained revisions contained in the December 2025 draft.

On **January 20, 2026**, we met with the Town's Development Director and Town Manager to discuss the differences between the publicly presented **June 2, 2025 draft** and the **Final draft** recently posted on the Town's website.

During this meeting, both officials clearly stated that:

- The Town **did not direct or authorize** Kimley-Horn to change the density framework from 48 to 60 dwelling units per acre;
- The Town **did not request** the retention or expansion of waiver mechanisms, including structured parking height exclusions;
- The Town **did not instruct** Kimley-Horn to alter or create new sub-district boundaries or increase intensity;
- The Town has **no explanation** for how these substantial changes occurred;
- The Town Manager expressly stated that he instructed the Development Director and planning staff to “**stay away**” meaning staff did not make any specific requests to change the report after June 2; and
- Both officials advised us to contact Kimley-Horn directly for an explanation.

It is also important to note that at both the **April 26 public workshop** and the **June 2 public presentation**, Kimley-Horn witnessed **hundreds of residents** expressing strong, consistent opposition to high-rise development and a clear preference for preserving a small-scale, historic downtown with buildings **not exceeding approximately six stories**. This public input was reflected in the June 2 draft.

However, the December draft departs sharply from this consensus. In addition to higher intensity, expanded waivers, and increased density, the final draft introduces **an entirely new or reconfigured Core Sub-District** with materially different development entitlements. This sub-district was **never discussed publicly, never shown to residents, never evaluated in the June 2 presentation, and was not the subject of any infrastructure, traffic, wastewater, or compatibility analysis**. Its creation is a substantial policy change that contradicts both the June 2 draft and the documented public record.

Given Town has denied providing direction for these revisions—we are requesting clarification directly from Kimley-Horn.

To ensure transparency and accountability, we respectfully request answers to the following:

Item 1.

A. Direction and Authorization

- 1. What instructions, if any, were provided to Kimley-Horn after June 2, 2025?**
- 2. Who requested or authorized the introduction of 60 dwelling units per acre in the Core Sub-District?**
- 3. On what basis were waiver mechanisms preserved or expanded, despite the June 2 draft identifying them as a risk?**
- 4. Who directed or authorized the creation or reconfiguration of the sub-districts—particularly the Core Sub-District that now carries a higher density entitlement—and what was the rationale for these boundary changes?**
- 5. Why were these significant policy revisions not presented publicly prior to the release of the December draft?**
- 6. If no direction was provided by Town staff or the Commission, what was the rationale for producing a final draft that contradicts the June 2 draft and the public input documented to date?**

B. Draft Review Process and Communications

- 7. Who reviewed the drafts and how many revisions were made prior to their release?**
- 8. Who provided comments, edits, or requested changes to those drafts?**
- 9. Were any of the following individuals or groups consulted regarding revisions after June 2?**
 - Mayor Michaud
 - Individual commissioners
 - The CRA or CRA Director
 - Economic development personnel

- Business owners within the PADD
- Developers or their representatives
- Chamber of Commerce or business organizations

- 10. Did Kimley-Horn meet with, correspond with, or receive feedback from any private individuals, businesses, or developers regarding revisions to the PADD recommendations and the timing of these communications?**
- 11. What was the purpose of the November 2025 outreach to business owners for a private meeting?**
Who initiated it, who was invited, and what materials or draft concepts were to be discussed?
- 12. Were any draft versions, redlines, annotated comments, or markups circulated that are not part of the public record?**

As you know, the June 2 draft was the only version presented at a public meeting, and the Commission acknowledged that the only follow-up request was to evaluate a single optional **10-story scenario**. No other changes were voted on or authorized.

Because the Town has stated that staff were instructed "stay away" and that no direction was given for the significant changes contained in the December draft, we respectfully request a clear and timely explanation from Kimley-Horn regarding how these revisions—including the creation of a new sub-district—entered the document and under what authority.

Finally, the fact that the Town has confirmed that it did not request, authorize, or participate in these substantial and material revisions raises serious questions about the integrity of the process through which the final draft was produced. Major changes of this magnitude—introducing new sub-districts, increasing density, expanding waivers, and altering the development framework—should not appear in a planning document without clear direction, transparent communication, and public review. The absence of such direction makes it essential to understand how these revisions were developed, by whom, and under what authority.

· Thank you for your prompt response. Both residents and the Town Commission deserve full transparency regarding the origin of these changes.

Item 1.

Sincerely,

Katia Zhestkova

President, Lake Park Society for the Advancement of Civic Engagement (SACE)

Exhibit I

Eli Ebanks
Elijah.m.ebanks@gmail.com
(315) 879-1236

Lake Park, FL Commission Meeting, January 21, 2026. Topic: Comment on PADD Planning

Good evening Mayor, Vice Mayor, Commissioners, and the rest of the board,

I come before you as a fairly new resident of Lake Park to speak on behalf of not only myself and my new and growing family, but on behalf of the younger generation who live in Lake Park and are eager to finally see growth and meaningful change.

Just like all families that I know who have moved to this area within the last 5 years, we were attracted to Lake Park for a myriad of reasons: small-town charm, friendly neighbors, and in close proximity to the beautiful intercoastal, to name a few.

It was obvious, however, that development was needed. The downtown area had the framework already, it just needed *something* to attract families and residents of all ages, both in *and* around Lake Park. Something that served as a destination anchor and centerpiece of a synergistic economic ecosystem. On behalf of the younger, and new, generation of Lake Park, I am respectfully informing you that we believe a high rise structure is not the answer.

Lake Park is in need of a signature town center, something that encourages long-term community growth rather than short-term residency. A place where residents stay in town rather than leave to a different area for entertainment or social gatherings. Therefore, we oppose the construction of anything greater than 7 stories, including parking garage floors. We oppose increasing the allowable density of any subdistrict from 48 to 60 dwelling units per acre, and we ask that voices of the community are honored when determining the PADD future.

If Lake Park is to stand a chance at attracting, and retaining, quality residents, businesses, and a sense of community, it cannot allow for the remaining opportunities of development to be used on anything but projects with a legitimate interest in the good of the public.

Thank you.



TOWN OF LAKE PARK
TOWN COMMISSION
Meeting Date: January 21, 2026

STAFF REPORT: COMMUNITY DEVELOPMENT DEPARTMENT

DESCRIPTION:

Ordinance 01-2026 on First Reading:

Proposed amendments to section 78-6 of the Town's zoning code entitled "Applications and Regulations for Reasonable Accommodation for Residents of Recovery Residences", to include certain provisions required by the recently enacted Senate Bill 954 and additional modifications.

Request

The Community Development Department is requesting that the Town Commission consider adoption on first reading of Ordinance No. 01- 2026, to amend section 78-6 of the Town Code which provides for reasonable accommodation to regulate certified recovery residences. The amendments include certain provisions mandated by the recently enacted Senate Bill 954 (SB 954) and additional modifications proposed by staff.

SB 954 requires that all local governments adopt an ordinance establishing procedures for review and approval of certified recovery residences which includes a process for reasonable accommodation from any local land use regulation that might serve to prohibit such a use.

The Town already has in place a process for review and approval, however certain additions are needed due to the legislation. This process is codified within section 78-6 of the Town Code. This section, with the proposed amendments is contained in the proposed ordinance no. 01-2026 in **Attachment 2**.

Background

A certified recovery residence is a residential setting (i.e. house or apartment) that someone receiving treatment or post-treatment can live that provides a peer-supported, alcohol-free, and drug free living environment. The Town requires that a residence be certified through the Florida Association of Recovery Residences, Inc. (FARR), which is a credentialing entity approved by the department of children and families. It is also required that the residence is actively managed by a "certified recovery residence administrator"

A recovery residence is not a substance abuse treatment center. Any treatment is conducted off-site.

“Reasonable accommodation” is a statutorily established method by which an individual who is disabled and/or handicapped [as those terms are defined in the Americans with Disabilities Act (ADA) and/or the Fair Housing Amendments Act (FHA), or a provider of services to the disabled], can request a modification or alteration in the application of a specific Code provision. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing.

Under the ADA and FHA addiction is generally considered a disability because it is an impairment that affects the brain and neurological functions. Addiction to alcohol is generally considered a disability whether the use of alcohol is in the present or in the past. For people with an addiction to opioids and other drugs, the ADA only protects a person in recovery who is no longer engaging in the current illegal use of drugs.

Reasonable Accommodation in Lake Park

The typical request for accommodation is for modification of the **Town’s definition of family** which limits the number of people living together in a household but unrelated to no more than 3 unrelated individuals. Typically a recovery residence houses 2 individuals per room, thus often resulting in 6-12 non-related individuals.

This “reasonable accommodation” would then allow a number of unrelated individuals to live in essence as a family, taking meals together, sharing chores, etc. This type of peer setting has been demonstrated to be valuable for recovery.

At this time, there are three FARR certified recovery residence in the Town. However, these recovery residences limited themselves to no more than three unrelated individuals they were not required to go through the reasonable accommodation process. Previous recovery residences that went through the Town’s reasonable accommodation process are no longer in existence.

Town’s Current Ordinance

The current version of the Town’s ordinance reflects updates in 2016 and 2018. At that time the Town needed a means to better regulate the influx of “sober homes” that occurred between 2010 and 2017, particularly in single-family districts. Many operators saw recovery residences merely as a means for financial gain, with little oversight of those residing in them. Neighborhoods were impacted by parked car, noise, and wondering individuals.

The current ordinance addressed many of those concerns by requiring 1) State certification of the recovery residence and 2) a certified administrator living on site.

The Town’s ordinance requires that anyone seeking a reasonable accommodation must apply to the Town describing the code relief requested, documenting the disabilities and providing justification for the request. The request is considered by a town magistrate in

a quasi-judicial hearing, where the need for the accommodation is balanced with the impact on the community.

The magistrate can take into consideration impacts on the neighborhood such as an overconcentration of recovery residences in one area or lack of parking, and deny the request. The magistrate can also condition approvals such as requiring all resident vehicles to be parked in a driveway. A “Reasonable Accommodation Order” is issued by a town magistrate following a public hearing, based on the facts presented by the applicant and town staff. Violation of conditions of approval are subject to code enforcement actions.

Proposed Amendments

Attachment 2 contains the proposed amendments. SB 965 is provided in **attachment 3**. As previously stated the Town currently has such an ordinance which addresses most of the statutory requirements.

However, a significant change to the Town code is the addition of state-mandated timeframes for review and determination as to whether a reasonable accommodation should be granted. This timeframe is shown below:

- Application must be “date stamped” by department when received.
- Once submitted, the Town has 30 days to require additional information, applicant has 30 days to respond.
- Once the application is deemed complete by the department, the Town has 60 days in which to issue a final written determination, unless the parties agree to a time extension.
For the Town, within those 60 days the department must review the application, formulate a recommendation and schedule a magistrate hearing with proper notice. The hearing must be held, and then an order issued with magistrate’s written determination and reasoning
- If no written determination is made in 60 days, the request is considered approved.

The statutory requirements do not substantially change the Town’s process, other than specifying the timeframe for a decision.

Unrelated to the statute, staff is also proposing the following additional changes:

- Establishment of an expiration date for the approval: provides a maximum 120 days after approval for the recovery residence to start, or the approval will be considered expired.
- Deletion of the requirements for annual re-certification by the Town. Both the Town attorney and Staff believe this is no longer needed. By requiring any

recovery residence to be state –certified, this triggers an annual review by the State. The Town would respond if any code violations are received.

- Revocation of the reasonable accommodation if the recovery residence is found in violation of conditions of its approval, or there has been a significant time lapse in its state license.

Consistency with the Comprehensive Plan

The ordinance is consistent with Comprehensive Plan policies:

Future Land Use Element, Policy 5.1:

The Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources, and protect these areas from physical degradation and the intrusion of incompatible uses.

Housing Element, Policy 4.3:

The Town shall enforce compliance with the Americans with Disabilities Act (ADA) in order to ensure that persons with disabilities have equal access to housing, employment and services

Legal Requirements

The required Economic Impact Estimate is included as attachment 4. There is no economic impact to existing businesses.

Notice of Hearing was published in the legal ad section of the Palm Beach Post on December 26, 2025.(attachment 5)

Planning and Zoning Board Recommendation:

The Planning and Zoning Board considered the proposed amendments at its January 5, 2026 Public Hearing. No public comments were received and no changes to the ordinance were made. The Board voted 5-0 to recommend approval to the Town Commission.

Proposed Motion for Town Commission:

“I move to approve Ordinance No. 01-2026 on first reading to amend section 78-6 of the Town Code which provides for reasonable accommodation to regulate certified recovery residences.”

Exhibit K



**TOWN OF LAKE PARK
TOWN COMMISSION
Meeting Date: January 21, 2026
Transmittal Hearing**

STAFF REPORT: DEPT. OF COMMUNITY DEVELOPMENT

DESCRIPTION

Ordinance No. 02-2026

Proposed amendments to the Comprehensive Plan relating to the five year update of the Town's 10-Year Water Supply Facilities Work Plan which addresses the Town's potable water supply and future needs. The Amendments include the adoption of the Work Plan by reference, as well as any other amendments necessitated by the Plan update.

Request

The Community Development Department is requesting that the Town Commission consider on first reading Ordinance No. 02-2026 to amend the Comprehensive Plan to incorporate proposed amendments related to the five-year update of the Town's 10-Year Water Supply Facilities Work Plan which addresses the Town's potable water supply and future needs. The Amendments include the adoption of the Work Plan by reference, as well as any other amendments necessitated by the Plan update

Background

By State statute, all local governments in Florida are required to have a 10-Year Water Supply Facilities Work Plan (WSFWP) that identifies and plans for water supply and facilities needed to serve existing and future development within the jurisdiction. The Town's first Work Plan was adopted on March 18, 2009, followed by 5-Year updates in 2015 and 2020.

Even though the Town's potable water is supplied by Seacoast Utilities, the Town is required to prepare a plan reflecting both the Utility and Town needs.

Lake Park is located in the South Florida Water Management District (SFWMD) region, and by statute the Town must update their plan within 18 months of the District's Plan update. The SFWMD Lower East Coast Water Supply Plan was updated in September, 2024; therefore the Town must update its plan and adopt any Comprehensive Plan amendments by March, 2026.

The Seacoast Utility Authority (SUA) is the designated regional supplier of potable water for the Town of Lake Park. Customers include certain unincorporated areas of northern Palm Beach County, and the municipalities of Palm Beach Gardens, North Palm Beach and portions of Juno Beach, all of which sit on the SUA's governing board. The main office of SUA is located on Hood Road, just west of Alt. A1A. The site also contains the main water treatment facility and numerous storage tanks

The Town's Work Plan Update was prepared by the Town of Lake Park Community Development Department, in coordination with the Seacoast Utility Authority, the water supply plan adopted by SFWMD, and Palm Beach County pertaining to population and water supply project demands.

Comprehensive Plan Amendments Summary

Ordinance 02-2026 is included as **Attachment 2**, and contains the proposed amendments.

The proposed amendments occur in the following Plan elements: 1) Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Element 2) Conservation Element; 3) Intergovernmental Coordination Element; and 4) Capital Improvements Element. These elements contain goals, objectives, and policies that address potable water needs.

The majority of the proposed amendments are simply to update the policies and goals to reflect the new 5 year term of the 10-Year Water Supply and Facilities Work Plan Update and clean up old language.

Policy 1.5 was amended to recognize that the Town's commitment to comply with the County's Wellfield Protection Ordinance. While there are no actual Seacoast wells in the Town, western portions of the Town fall within wellfield protection zones that require the Town to insure that industrial or commercial uses do not adversely affect water quality. These wellfield areas are shown on page 9 of the Plan.

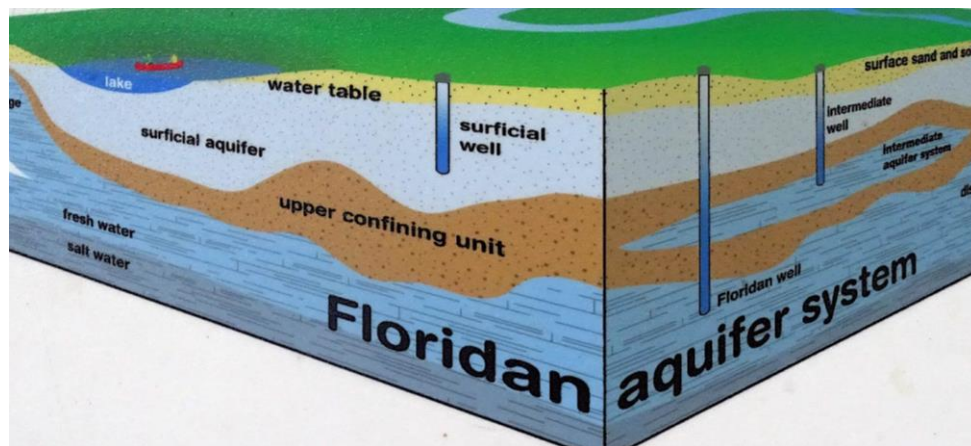
The Town's Water Supply Facilities Work Plan (WSFWP) update is adopted by reference in Objective 8 of the "Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Element." The WSFWP is attached to Ordinance 02- 2026 as Exhibit A.

10-Year Water Supply Plan

The last update was prepared by an outside consultant and adopted in 2020. This 5-year update has been prepared by the Community Development Department and addresses the availability of the water supply through 2045, which corresponds to the timeframe in the South Florida Water Management District's (SFWMD) "Lower East Coast Water Supply Plan Update" (LECWSP). Much of the data in the Town's plan comes from the LECWSP and the Seacoast Utility Authority.

Plan Summary

The Seacoast Utility Authority, and therefore the Town, receives most of its raw water from wells which draw water from the Surficial Aquifer. The remainder comes from the Floridan Aquifer, deeper below ground, which is comprised of brackish water that is treated through the reverse osmosis (RO) process.



Availability of water from the Surficial Aquifer is determined by a "consumptive use" permit issued by the SFWMD. This permit expires in 2032 and will need to be renewed by Seacoast at that time. Increased withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion, and the use of alternative water sources is anticipated to increase.

The Town's Work Plan updates the information provided in 2020, including:

- Time frame: 2025 through 2045.
- Population and water usage projections.
- Changes in available water sources, treatment capacity or storage capacity. Use of alternative water sources, such as brackish water from the Floridan Aquifer.

- Update of existing Seacoast facilities, such as those that might have been under construction or in the planning stages five years ago.
- Conservation initiatives by Seacoast or the Town.

Two new topics for the 2025 update are:

1. Recognition of the County's Wellfield Protection Ordinance. While there are no Seacoast well within the Town, some of the wellfield protection zones extend into Lake Park. (pages 8 and 9 of the Plan)
2. The Town's green infrastructure initiative, which assists in improving the quality of groundwater. (page 21 of the Plan)

Conclusion

From the data provided, the future availability of potable water to treat residents and development through 2045 in the Seacoast Service area can be summarized as follows:

- The **demand for potable water** is projected to be **18.41 million gallons per day (MGD) for 2025, 19.47 MGD in 2035, and 20.03 MGD in 2045.**
- The SUA, by virtue of its Consumptive Use Permit, has 26.92 MGD of raw water available, through 2032. Depending on the mix of Aquifers used, the resultant finished water amount could vary, however a reasonable estimate would be **22.65 MGD of potable water available.**
- The SUA has the **capacity to treat up to 25.50 MGD from the Surficial Aquifer and 3.0 MGD from the Floridan Aquifer, through 2045.**
- **Therefore, the SUA has sufficient supply and treatment capacity for the projected demand through 2045 and beyond.**

Comprehensive Plan Amendments Review

Consistency with the Comprehensive Plan

The proposed amendments are consistent with the Comprehensive Plan as they further policies for water conservation which are currently contained in the Plan. The amendments insure that the continued 5 year updates will occur in accordance with Florida Statutes. Continued coordination with Seacoast Utility Authority is consistent with the Intergovernmental Coordination Element.

Interlocal Review and Public Notice

- Legal notice was published in the December 26, 2025 Palm Beach Post.
- Intergovernmental notice was provided to IPARC on Dec.29.
- Following the Town Commission's Transmittal Hearing on January 21, the amendments will be sent to the state reviewing agency as required for Comprehensive Plan amendments.

Business Impact Estimate (BIE) Statement

There is no anticipated impact on existing businesses.

Local Planning Agency (LPA) Recommendation

The LPA held its Public Hearing on January 5, 2026. The Board voted 5-0 to recommend approval of the proposed Comprehensive Plan amendments to the Town Commission.

Recommended Town Commission Motion

I move to approve Ordinance No. 02-2026 on first reading to amend the Comprehensive Plan of the Town of Lake Park as set forth in the ordinance, and to transmit the proposed amendments to the Florida Department of Commerce, which serves as the State planning agency.

Exhibit L

Town of Lake Park Commission Meeting MEETING DATE: January 21, 2026

Presented by the Community Development Department

Application Background

Item 1.

Owner:	Dennis and Diane Catanzaro
Applicant:	Andrew M Johnson (Bent Tree Studio)
Location:	Parcel 1 – PCN: 36-43-42-20-04-132-0120
Net Acreage (total):	.35 acres
Legal Description:	See survey enclosed in packet.
Existing Zoning:	C-4 Business District
Future Land Use:	Mixed Commercial and Light Industrial

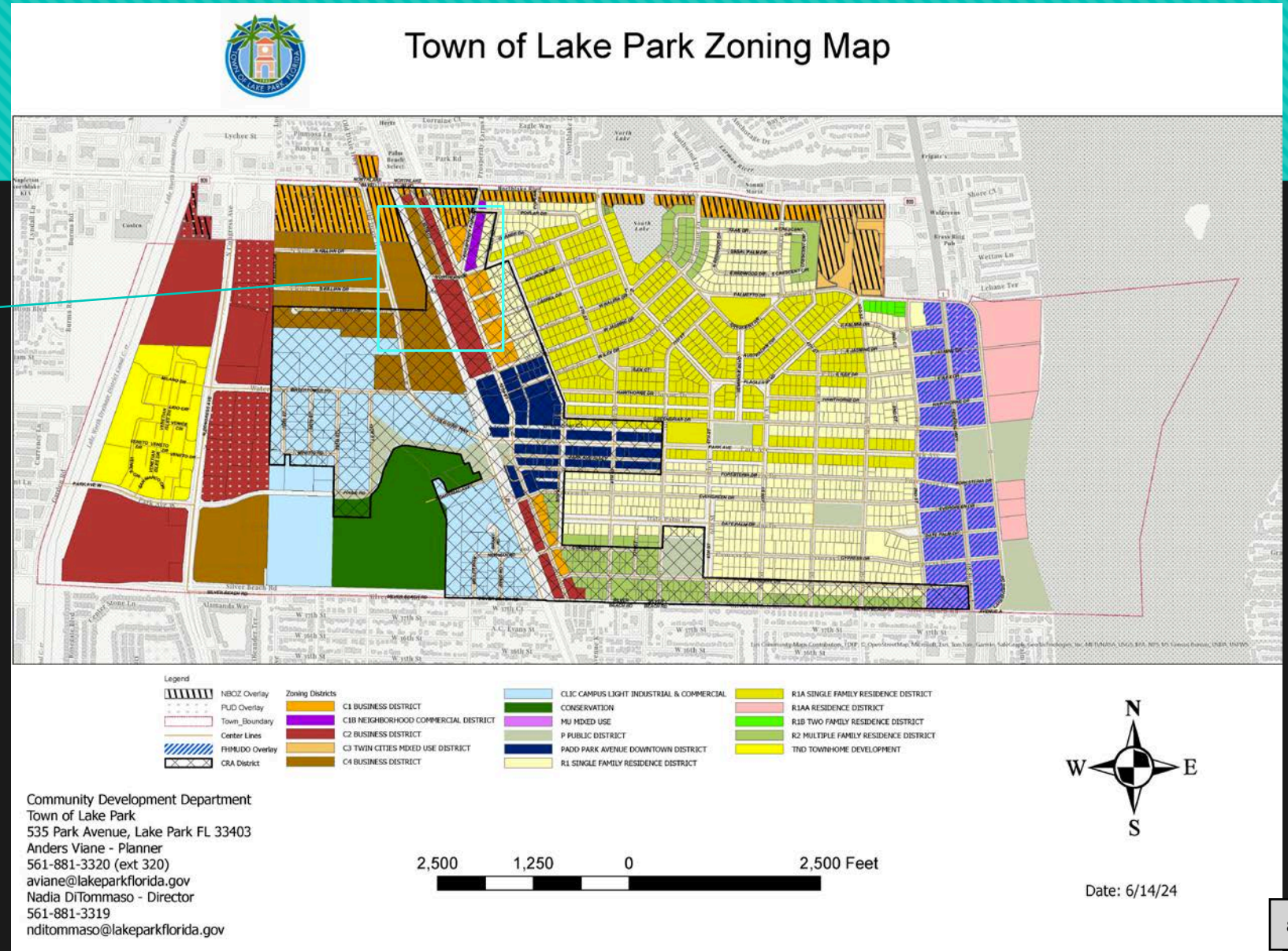
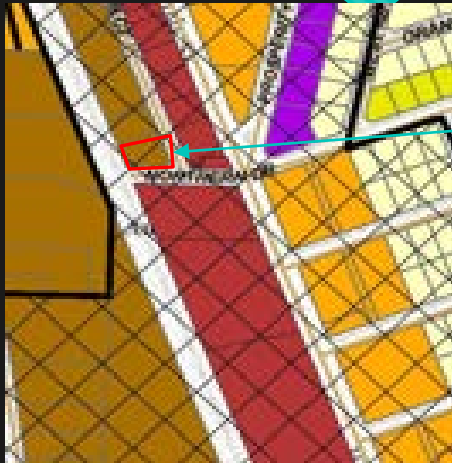
Aerial Overview

Item 1.



Lake Park Zoning Map

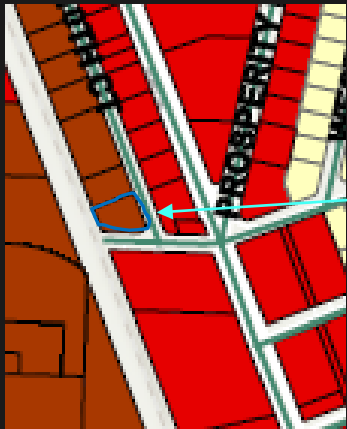
Item 1.



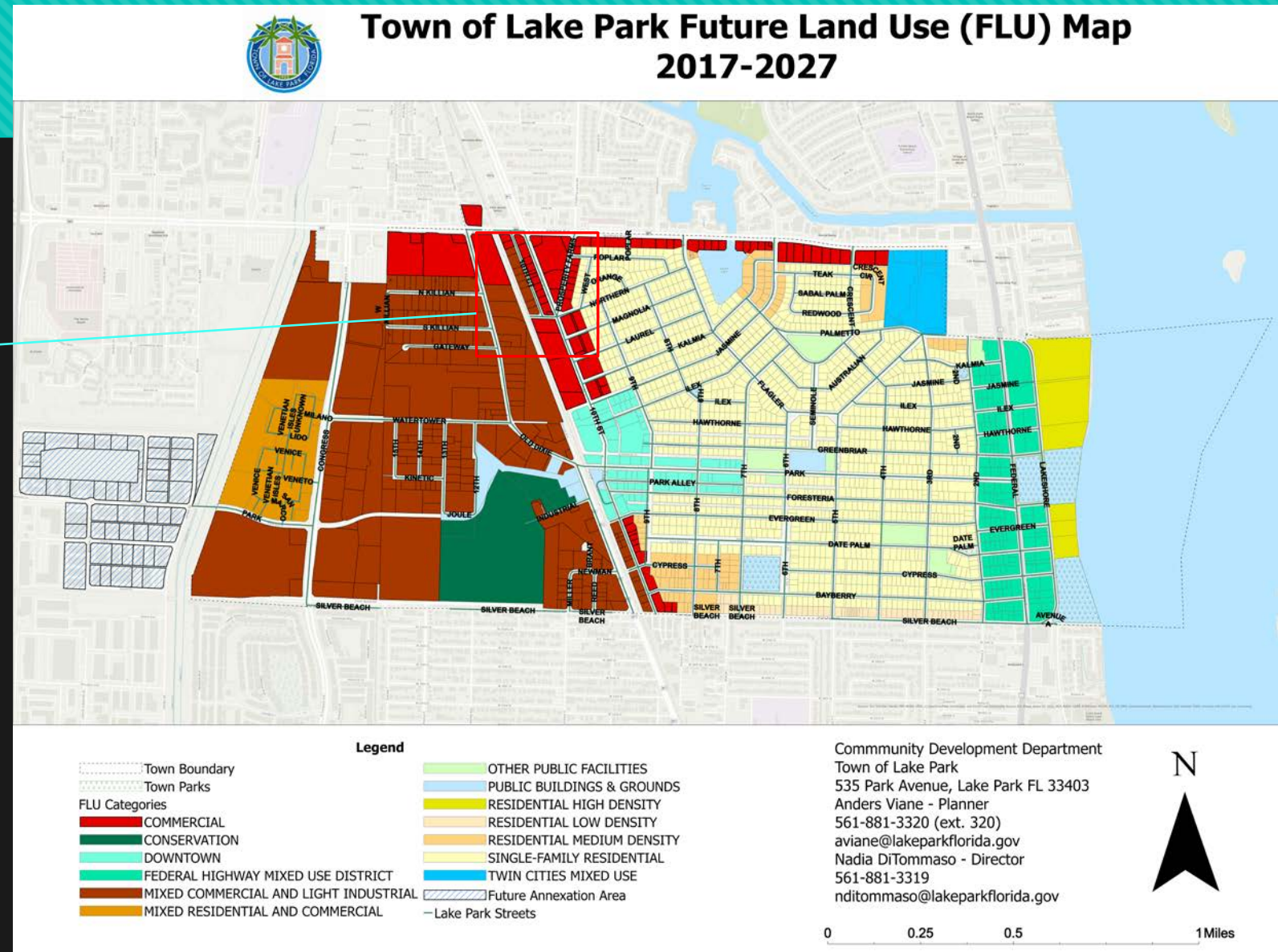
North: C-4 Business District
South: C-2 Business District
East: C-2 Business District
West: C-4 Business District

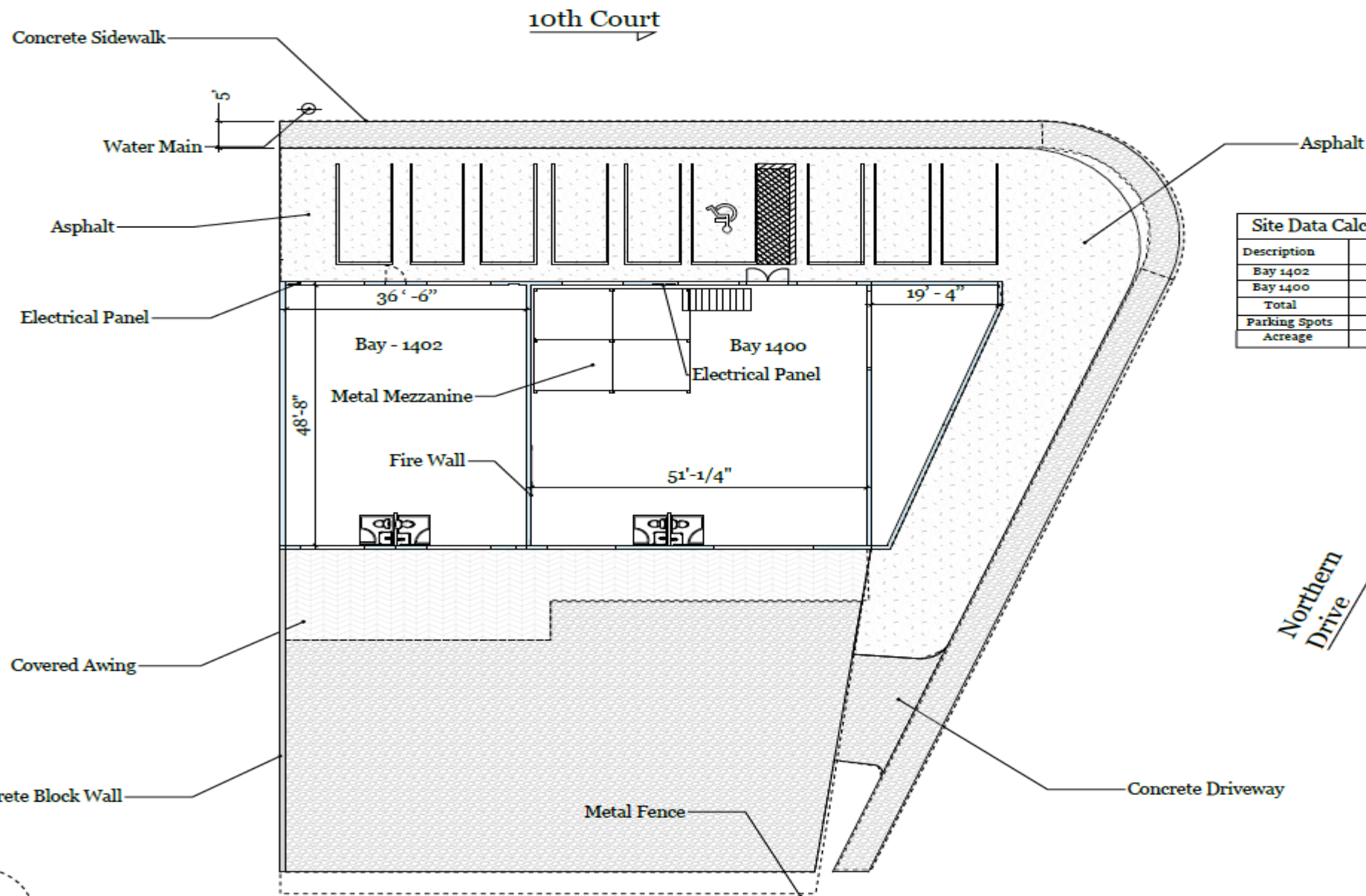
Lake Park FLU Map

Item 1.



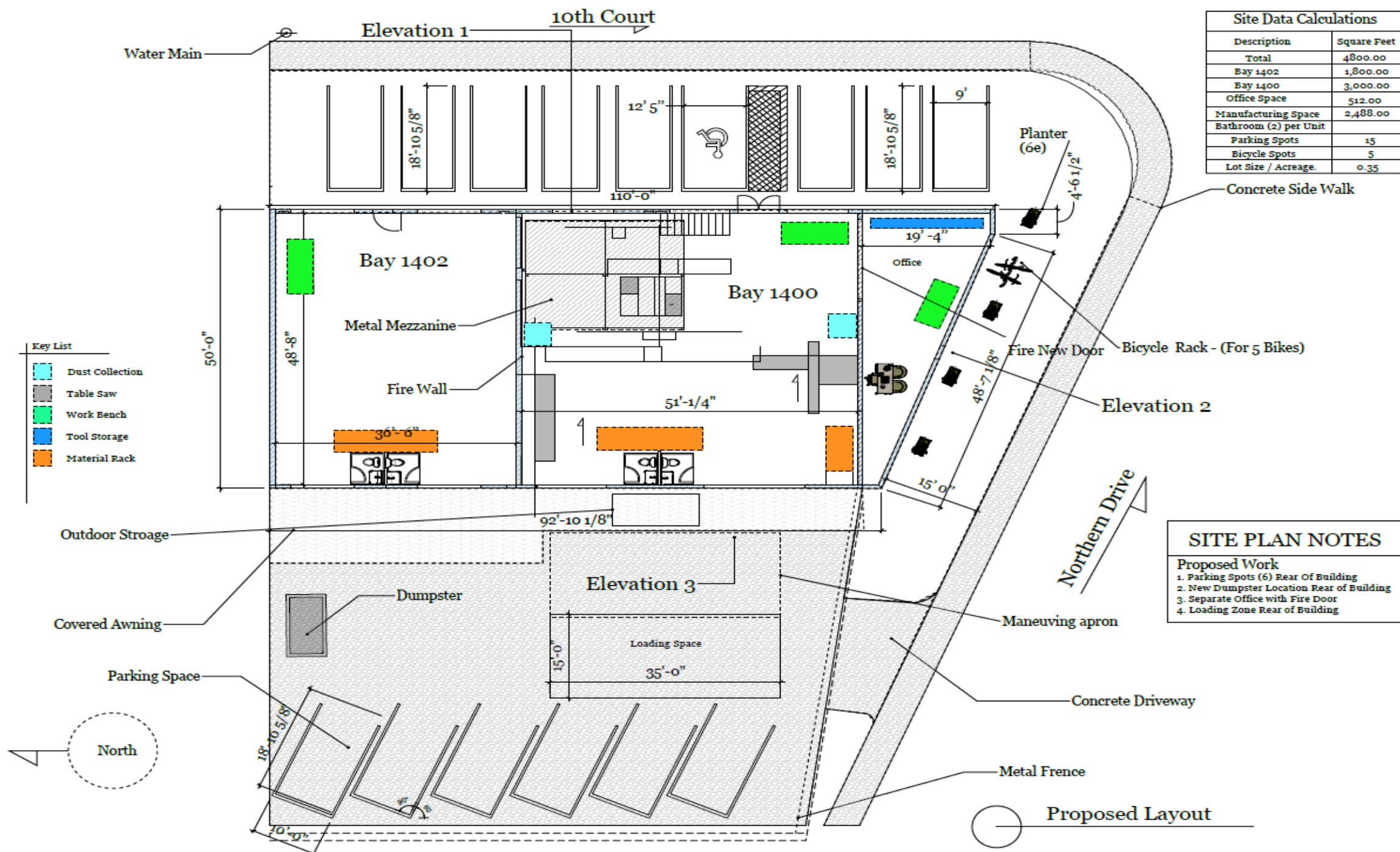
North: Mixed Commercial and Light Industrial
South: Commercial
East: Commercial
West: Mixed Commercial and Light Industrial





Site Data Calculations		
Description	Square Feet	Percentage
Bay 1402	1800.00	
Bay 1400	3000.00	
Total	4800.00	
Parking Spots	9	
Acreage	0.35	

Existing Layout



Item 1.

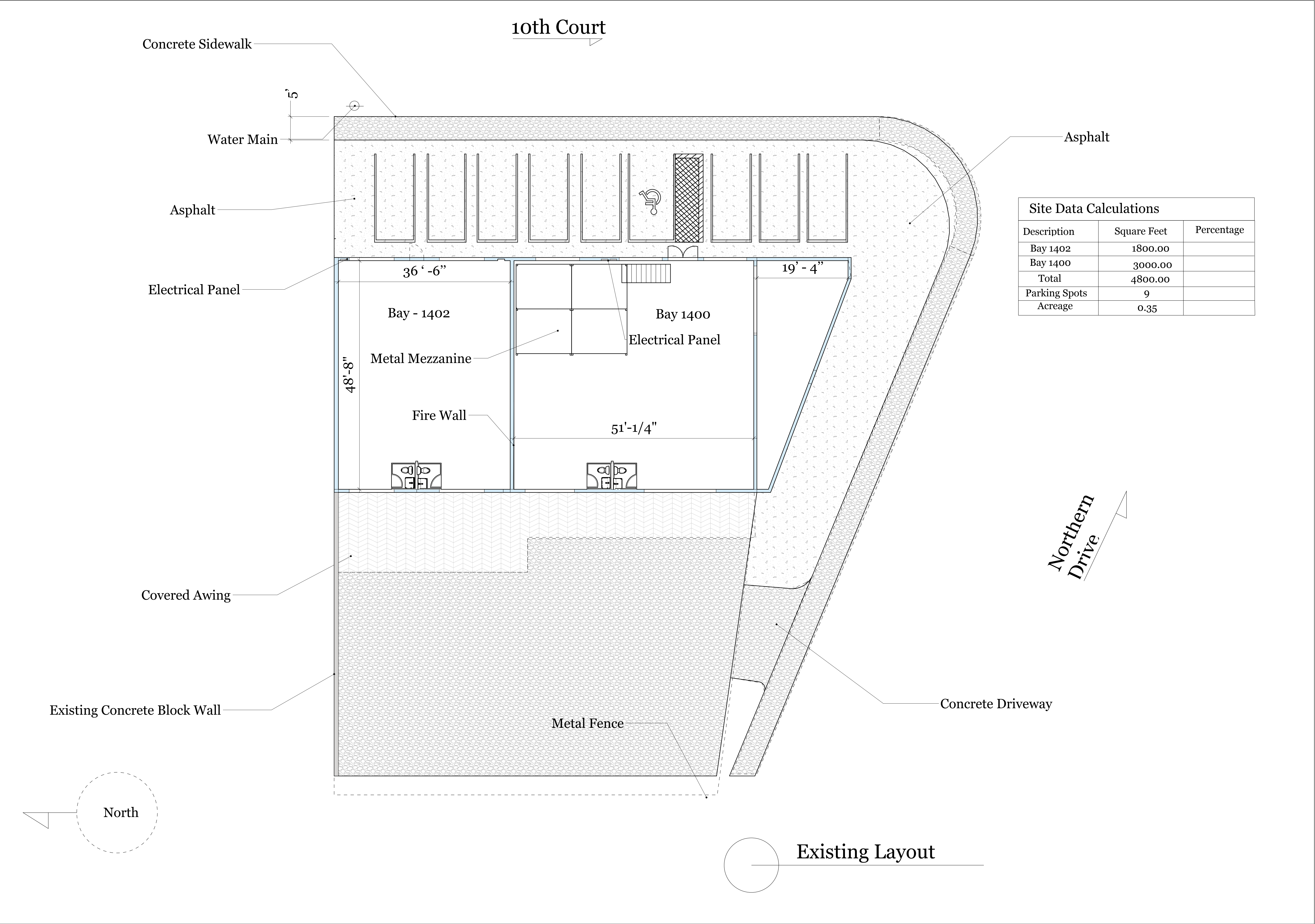
Bent Tree Studio
1400 10th Court
Lake Park, FL 33403

Site Plan
Interior and Exterior

Staff recommends **APPROVAL** of the
Special Exception Application

Exhibit M





Site Data Calculations		
Description	Square Feet	Percentage
Bay 1402	1800.00	
Bay 1400	3000.00	
Total	4800.00	
Parking Spots	9	
Acreage	0.35	

REVISIONS		Item 1.
MM/DD/YY	REMARKS	
1	07/18/2025	...
2	09/25/2025	...
3	10/15/2025	...
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5	--/--/--	...

Bent Tree Studio
1400 10th Court
Lake Park, FL 33403

Site Plan
Interior and Exterior

A	A
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87



REVISIONS		REMARKS
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3	10/15/2025	...
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Bent Tree Studio
1400 10th Court
Lake Park, FL 33403

Site Plan
Interior and Exterior

A

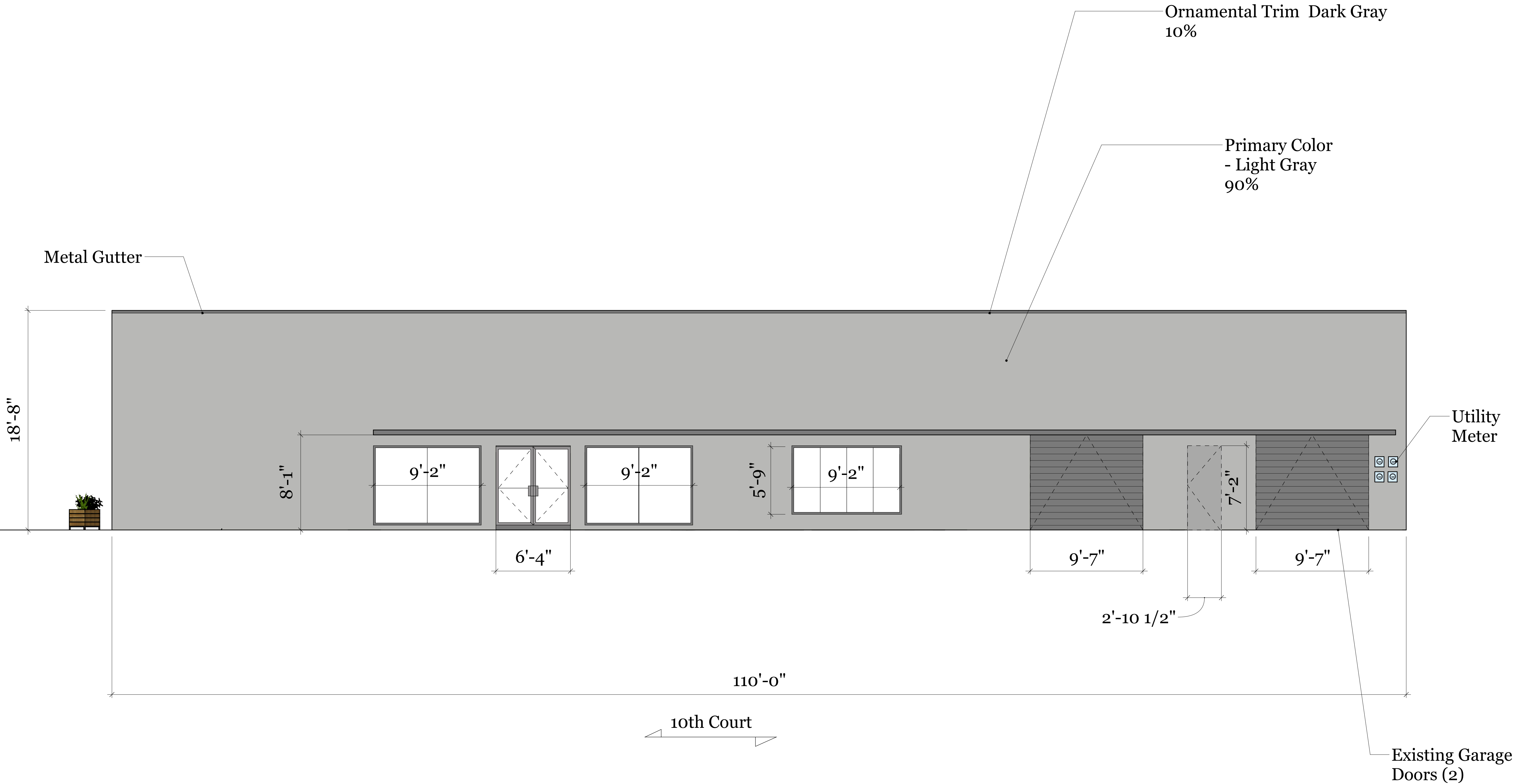
O1

Item 1.
88

Site Data Calculations		
Description	Square Feet	Percentage
Stucco	1,635.00	78.4 %
Garage Door (2)	157.00	7.5%
Entry Door 1402	21.50	1.03%
Entry Door 1400	51.20	2.45 %
Metal Shuttlers (3)	159.30	7.63%
Metal Gutter	62.00	2.97%
Elevation 1	2,086.00	

SITE PLAN NOTES

Proposed Work
1. Exterior Paint Primary Color Light Gray
2. Ornamental Trim Dary Gray
3. Decal / Signage Entry Door



E1

Elevation 1

Existing

REVISIONS		REMARKS	
MM/DD/YY			
1	07/18/2025
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3	10/15/2025
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Bent Tree Studio
1400 10th Court
Lake Park, FL 33403

Site Plan
Interior and Exterior

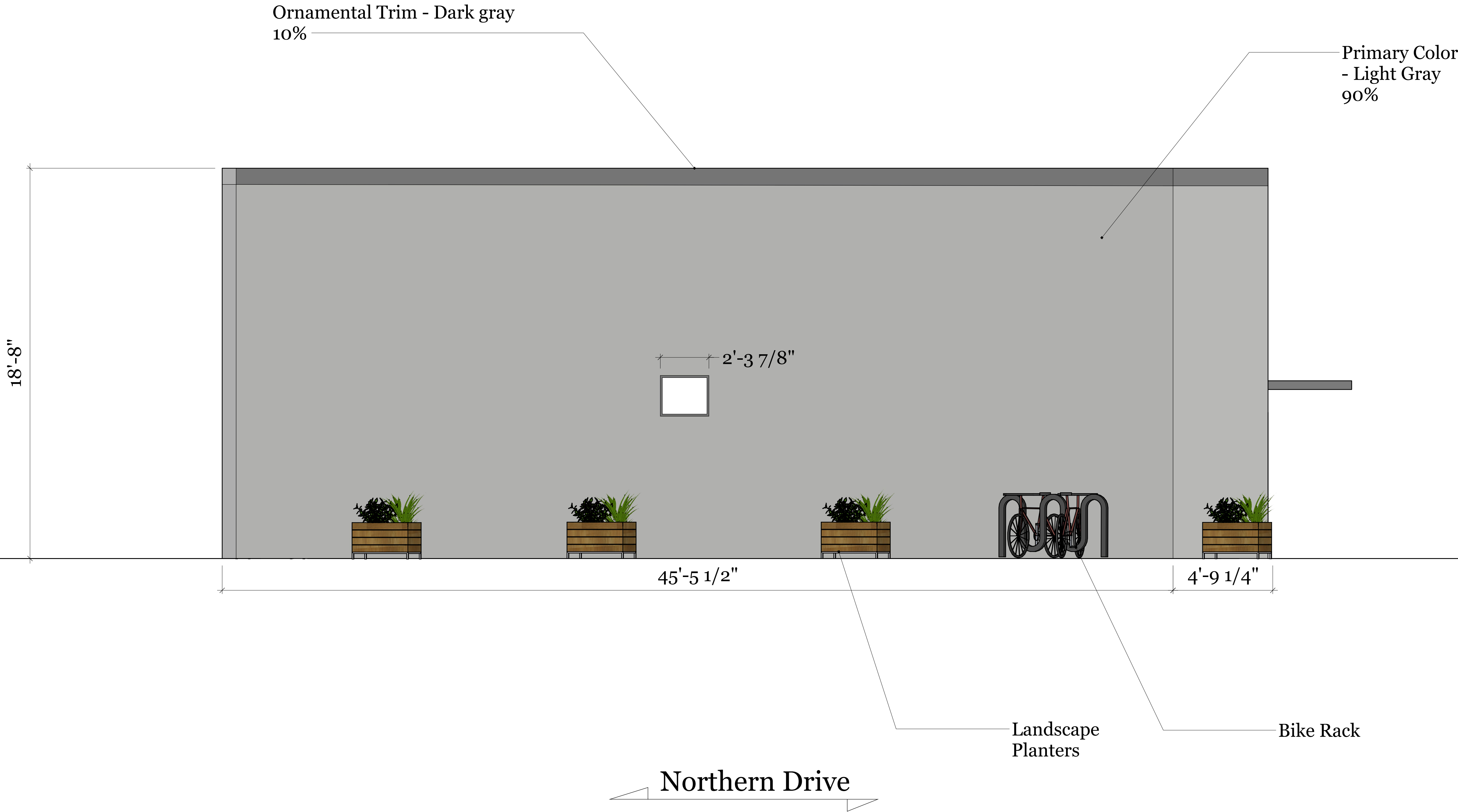
A02

Item 1.

89

Site Data Calculations		
Description	Square Feet	Percentage
Stucco	910.35	96.00 %
Window	6.90	.728%
Metal Gutter	30.25	3.20%
Elevation 1	947.50	

SITE PLAN NOTES	
Proposed Work	
1. Exterior Paint Primary Color Light Gray	
2. Ornamental Trim Dary Gray	
3. Landscape Planters (4)	
4. Bike Rack (5 loop)	



E2 Elevation 2
Existing

REVISIONS		Item 1.
REVISIONS		REMARKS
1	MM/DD/YY 07/18/2025	...
2	09/25/2025	...
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Bent Tree Studio
1400 10th Court
Lake Park, FL 33403

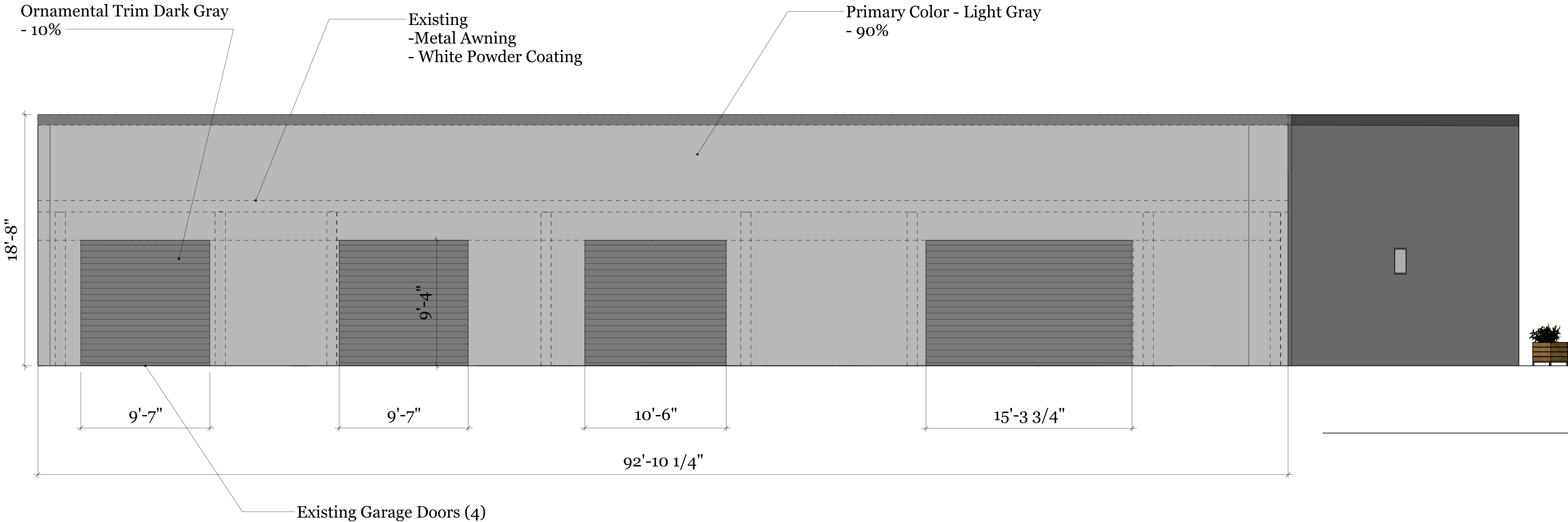
Site Plan
Interior and Exterior

A03

Site Data Calculations		
Description	Square Feet	Percentage
Stucco	1,240.50	72.16 %
Garage Door (4)	426.75	26.64%
Metal Gutter	55.25	3.20%
Elevation 1	1731.50	

SITE PLAN NOTES

Proposed Work
1. Exterior Paint Primary Color Light Gray
2. Ornamental Trim Dary Gray



E3

Elevation 3

Existing

REVISIONS		REMARKS	Item 1.
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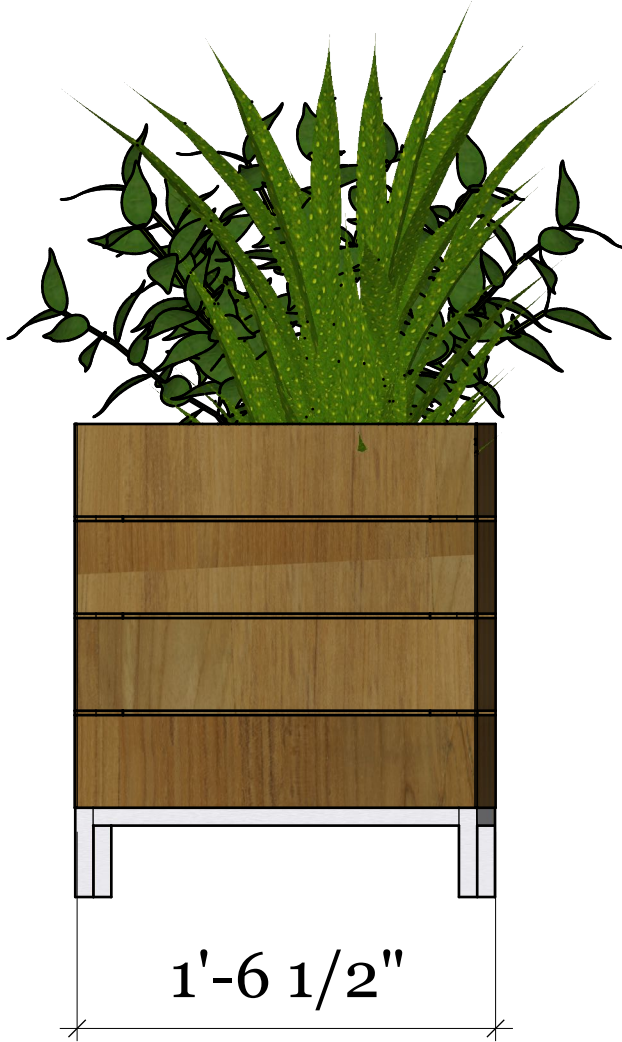
Bent Tree Studio 1400 10th Court Lake Park, FL 33403	Site Plan Interior and Exterior
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91

Planter Detials -
Deep Stream Design
#MAR -361821

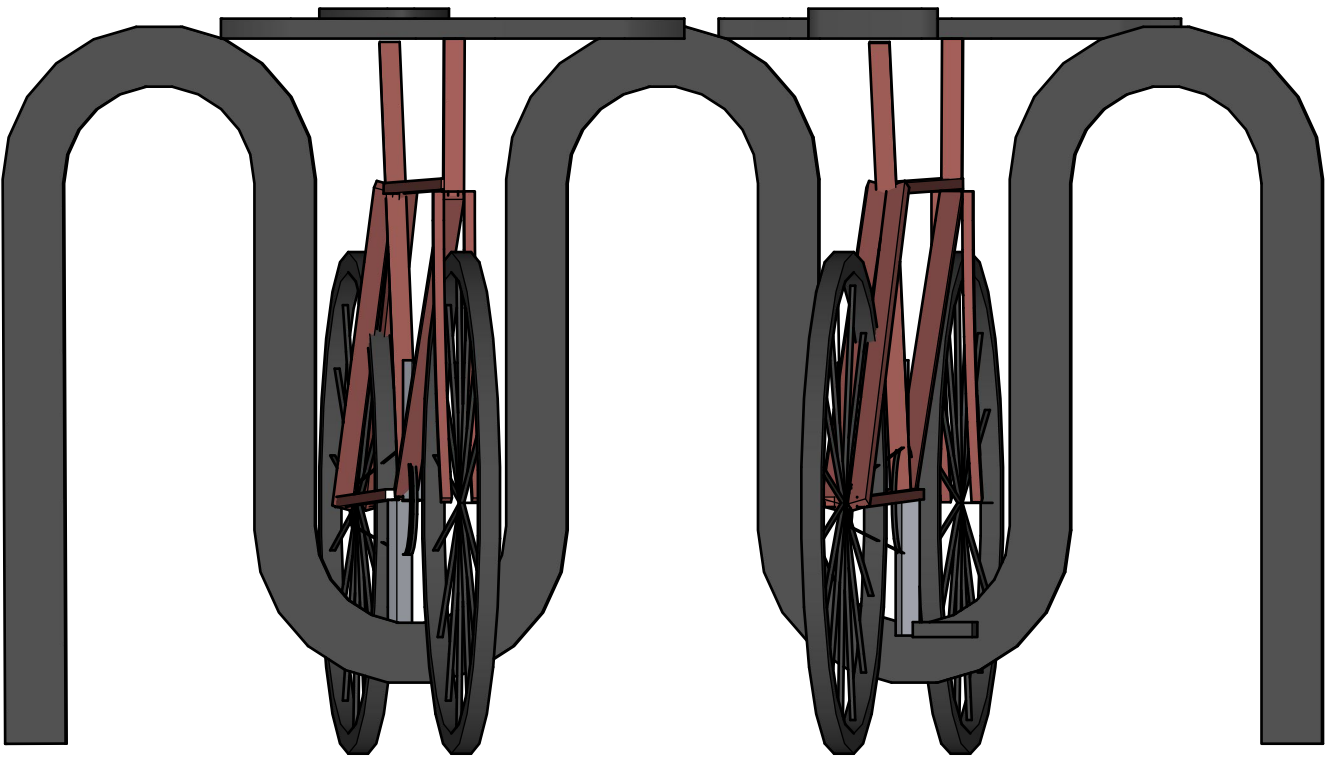
Side



Front



Native - Plant List
- Sea Lavender
- Fakahatchee Grass



Metal Bike Rack
Uline - 5 Loop Wave Style
Bike Rack #H-2544BL

6e Planter Detail

6e Pedestrain improvement

REVISIONS		REMARKS	
MM/DD/YY			
1	07/18/2025
2	09/25/2025
3	10/15/2025
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Bent Tree Studio
1400 10th Court
Lake Park, FL 33403

Site Plan
Interior and Exterior

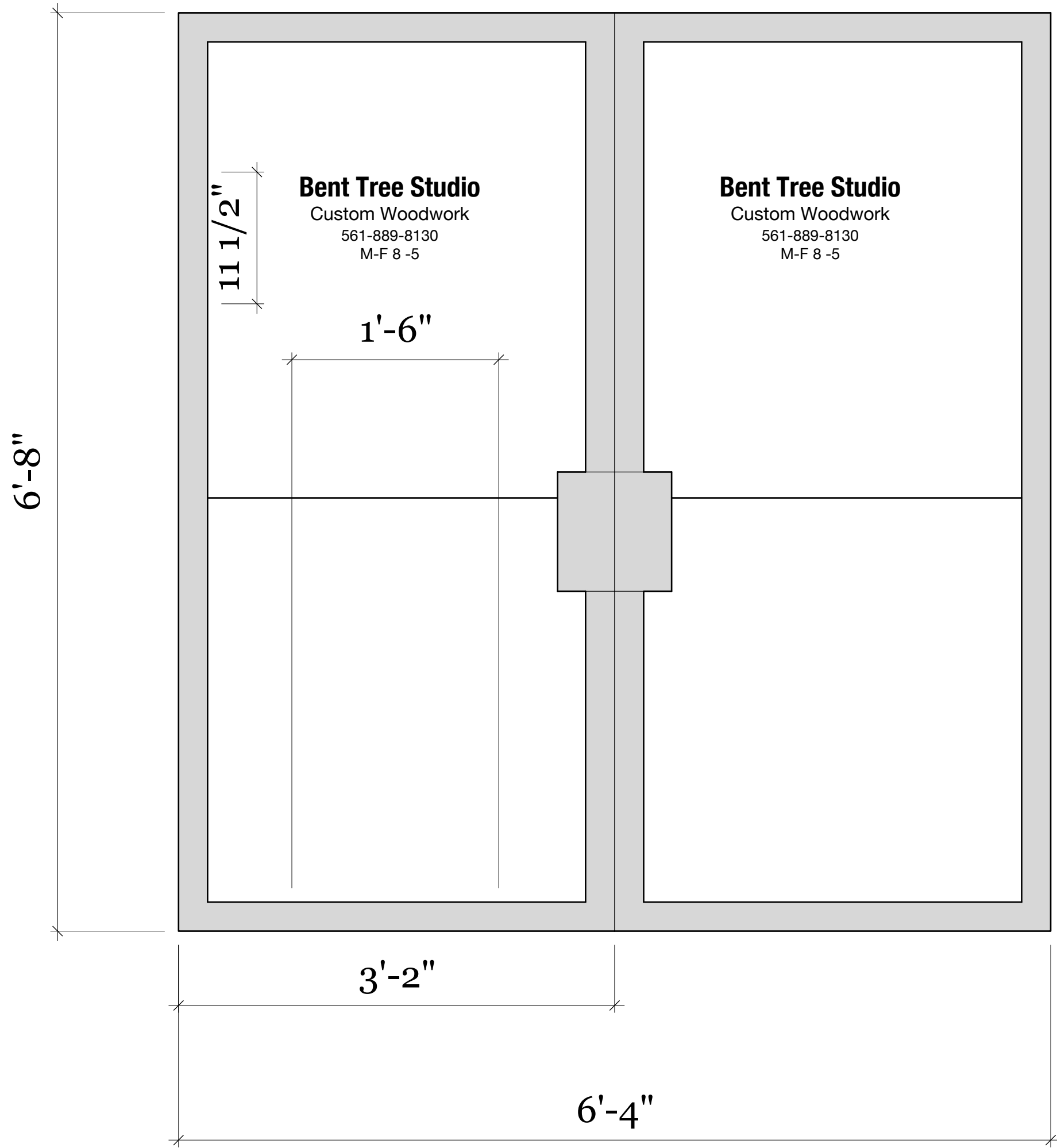
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05

Item 1.

92

Window Signage- Front Door
Advertise / Front Door Decal
- Vinyl black



Site Data Calculations		
Description	Square Feet	Percentage
Entry Door	43.250	
Door Decal	.200	.5%

Item 1.

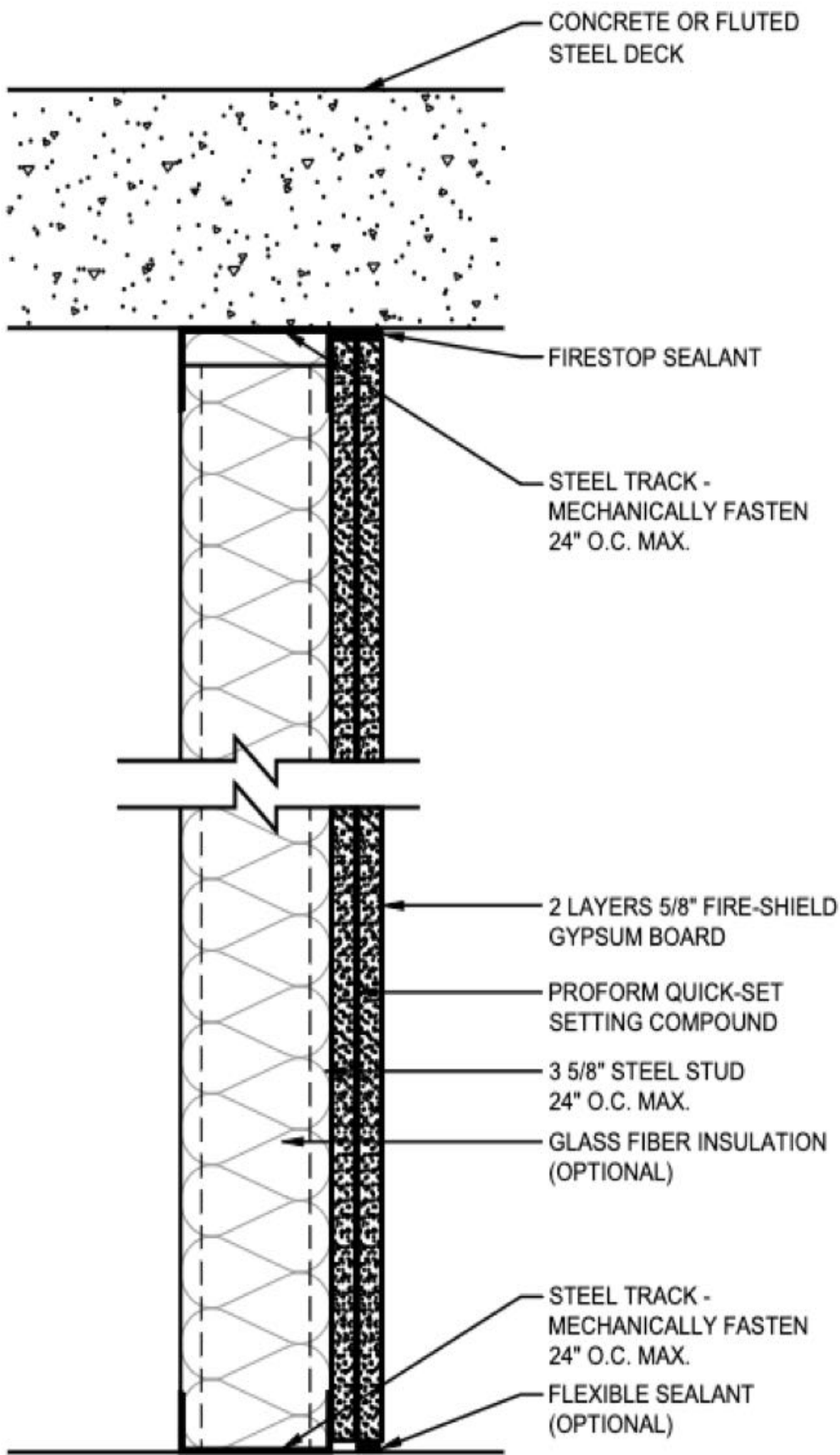
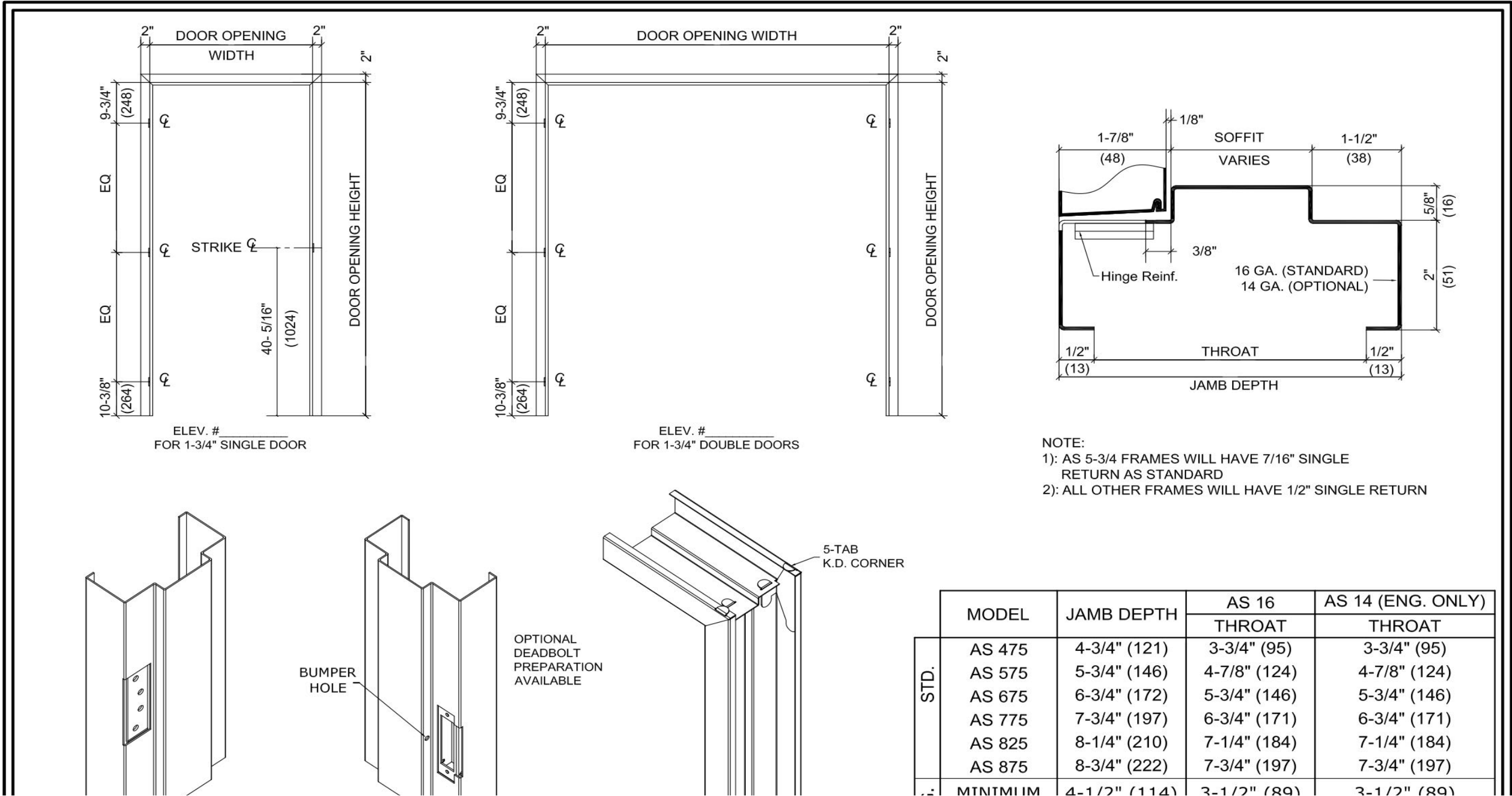
Site Plan
Interior and Exterior

Bent Tree Studio
1400 10th Court
Lake Park, FL 33403

REVISIONS		MM/DD/YY	REMARKS
1	07/18/2025	...	
2	09/25/2025	...	
3	10/15/2025	...	
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5	

A06

Fire Door



PARTITION - 1 HR
UL DESIGN: V497

AS

Premium steel door frames for one-piece or welded applications

Power Ready

STC

Die-Mitered Multi-Tab Corner Assembly

7-Gauge Hinge Reinforcing

Water-Based Primer Finish

16-Gauge A60 Galvalneal

Fire-Rated*

Up to 3hr

Singles / Pairs

Hurricane*

Up to +/- 90psf

Singles / Pairs

△ Rust-inhibiting galvalneal steel

△ Tested to 1,000,000 cycles (Level A)

△ For interior and exterior use

Performance Tested

Independently certified to meet the highest standards in performance for fire, severe weather and endurance testing, all backed by an unmatched factory warranty.

Hardware Compatibility

Engineered to support both steel and wood doors with a variety of custom assemblies including both electrified and mechanical hardware.

Sustainable Design

All frame components are manufactured from environmentally responsible materials using the industry's most advanced manufacturing processes. LEED credits available for recycled content, indoor air quality, and regional sourcing.

Additional Options:

Custom sizes and hardware configurations

Special profiles

Paintable galvalneal (unprimed) finish

Drywall returns (double backbend)

Welded corners (face, profile, continuous)

14-Gauge A60 galvalneal steel

16-Gauge A60 galvalneal steel (3070/6070 only)

G90 galvanized steel

Applicable Standards:

ANSI/BHMA A156.115

ANSI A250.4

ANSI A250.8

ASTM A653

ANSI A250.10

UL10B

UL10C

ASTM E2010

ASTM E2074

CAN4-S104

ASTM E90

ASTM E413

Complies with ANSI A250.8

See specific listings for full details

DAYBAR

daybar.com
(888) 332-9227

architects@daybar.com
sales@daybar.com

DAYBAR Xpress

REVISIONS		REMARKS
MM/DD/YY		
1	07/18/2025	...
2	09/25/2025	...
3	10/15/2025	...
4	---	---
5	---	---

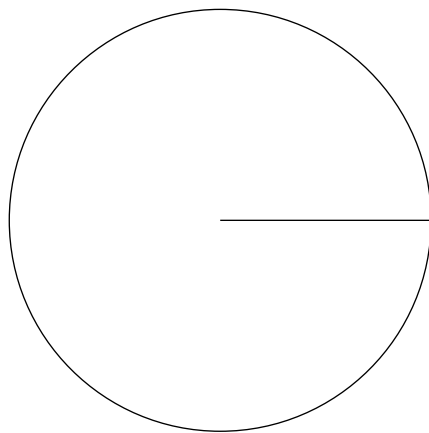
Bent Tree Studio
1400 10th Court
Lake Park, FL 33403

Site Plan
Interior and Exterior

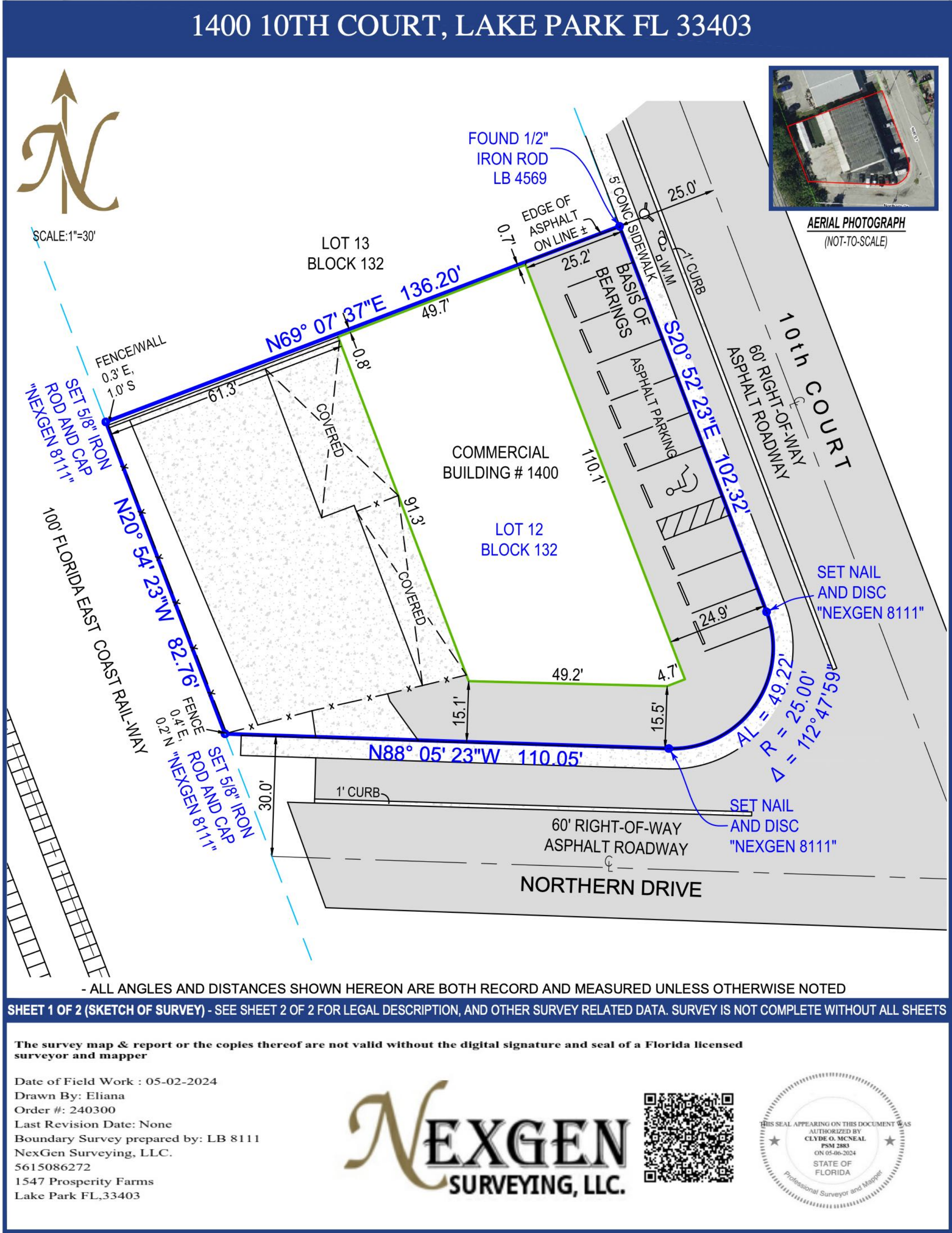
A

07

94



Boundary Survey



REVISIONS		REMARKS
MM/DD/YY		
1	07/18/2025	...
2	09/25/2025	...
3	10/15/2025	...
4
5

Bent Tree Studio
1400 10th Court
Lake Park, FL 33403

Site Plan
Interior and Exterior

A	08
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95

Item 1.



**Agenda Request Form**

Meeting Date: January 21, 2026

Originating Department: Special Events
Facility Rental Request - Coastal Middle & High School Prom - Town Hall - Friday, April 17, 2026 (7:00 PM - 11:00 PM – Setup Beginning at 4 PM)

Agenda Title: _____

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

Cost of Item: \$890.00 **Funding Source:** N/A

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

Advertised:

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

Attachments: Coastal Middle & High School Facility Rental Documents

Please initial one:

 X Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

On Tuesday, January 6, 2026, the Special Events Department received a Facility Rental Application from Alysha Cosby-Mosley on behalf of Coastal Middle & High School (730 5th Street) to host their annual Prom in the Town Hall Mirror Ballroom on Friday, April 17, 2026, from 7:00 PM – 11:00 PM. (Setup to begin at 4 PM).

As a local school, in accordance with the Town's Facility Rental Policy, Coastal Middle & High School is eligible to receive three (3) free facility rentals per year. Additionally, the event organizer has requested the Town Commission to approve the following facility rental requests, which may not be granted administratively:

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
Refundable Security Deposit The Town requires a \$500.00 refundable security deposit fee for any special event held in the Mirror Ballroom. This will only become a direct cost if the Town has to use funds to cover any damages done to the rental facility during the event.	\$500.00 (Flat Rate)	\$500.00 (Indirect Cost)

Staff Fee One employee from the Public Works Department will be needed onsite during the event.	One employee at \$40.00 Per Hour for 6 Hours	\$240.00 (Direct Co	<div>Item 1.</div>
Restroom Cleaning Post-event cleaning for the restrooms located in Town Hall.	\$150.00 (Flat Rate)	\$150.00 (Direct Cost)	
TOTAL COST REQUESTED TO BE WAIVED: \$890.00 Direct Cost: \$390.00 Indirect Cost: \$500.00			

At this time, the Town does not have budgeted funds to approve the request from Coastal Middle & High School. If approved by the Town Commission, the waived funding would be taken from the Sponsored Event Expense within the Special Events Department budget. This funding was previously approved to support other special event expenditures.

Recommended Motion:

The Town Commission is requested to provide consideration and direction on the proposed facility rental request from Coastal Middle & High School to host their annual Prom in the Town Hall Mirror Ballroom on Friday, April 17, 2026, from 7:00 PM – 11:00 PM. (Setup to begin at 4 PM).



Exhibit O

Town of Lake Park Town Commission

Item 1.

Agenda Request Form

Meeting Date: January 21, 2026

Originating Department: Special Events
Facility Rental Request – Ms. Micailah Lockhart Bridal Shower - Kelsey Park Indoor Pavilion - Thursday, May 21, 2026 (3:30 PM - 6:00 PM - Setup Beginning at 11 AM)

Agenda Title:

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

Cost of Item: \$1,055.00 **Funding Source:** n/a

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

Advertised:

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

Attachments: Micailah Lockhart Facility Rental Documents

Please initial one:

☒ Yes I have notified everyone

☐ Not applicable in this case

Summary Explanation/Background:

On Monday, November 17, 2025, the Special Events Department received a Facility Rental Application from Ms. Micailah Lockhart (231 Hawthorne Drive) to host a bridal shower in the Kelsey Park Indoor Pavilion on Thursday, May 21, 2026, from 3:30 PM – 6:00 PM (Setup to begin at 11 AM).

The event organizer has requested the Town Commission to approve the following facility rental requests, which may not be granted administratively:

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
Refundable Security Deposit The Town requires a \$250.00 refundable security deposit for facility rentals held in the Indoor Pavilion. This will only become a direct cost if the Town has to use funds to cover any damages done to the rental facility during the event.	\$250.00 (Flat Rate)	\$250.00 (Indirect Cost)
Facility Rental Fee The resident rate to host an event in the Indoor Pavilion is \$75.00 per hour.	Resident Rate of \$75.00 Per Hour for 7 Hours	\$525.00 (Indirect Cost)

<p align="center">Staff Fee</p> <p>One employee from the Public Works Department will be needed onsite during the event.</p>	<p>One employee at \$40.00 Per Hour for 7 Hours</p>	<p>\$280.00 (Direct Cost)</p>
<p align="center">TOTAL COST REQUESTED TO BE WAIVED: \$1,055.00</p> <p align="center">Direct Cost: \$280.00 Indirect Cost: \$775.00</p>		

Item 1.

At this time, the Town does not have budgeted funds to approve the request from Micailah Lockhart. If approved by the Town Commission, the waived funding would be taken from the Sponsored Event Expense within the Special Events Department budget. This funding was previously approved to support other special event expenditures.

Recommended Motion:

The Town Commission is requested to provide consideration and direction on the proposed facility rental request from Ms. Micailah Lockhart to host a bridal shower in the Kelsey Park Indoor Pavilion on Thursday, May 21, 2026 (3:30 PM - 6:00 PM - Setup to begin at 11 AM).



Exhibit P

Town of Lake Park Town Commission

Item 1.

Agenda Request Form

Meeting Date: January 21, 2026

Originating Department: Special Events
Special Event Permit Application Request - Children's Home Society of Florida - Bridges at Lake Park - Annual ASP Pop-Up Family Event - Kelsey Park - Saturday, February 28, 2026 (11:00 AM - 2:00 PM - Setup Beginning at 8 AM)

Agenda Title:

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

Cost of Item: \$2,200.00 **Funding Source:** n/a

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

Advertised:

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

Attachments: Children's Home Society of Florida - Bridges at Lake Park Special Event Permit Application Documents

Please initial one:

☒ Yes I have notified everyone

☐ Not applicable in this case

Summary Explanation/Background:

On Thursday, January 8, 2026, the Special Events Department received a Special Event Permit Application from Children's Home Society of Florida - Bridges at Lake Park (1411 10th Street) proposing to host their annual Ages & Stages Questionnaire (ASQ) Pop-Up Family Event in Kelsey Park on Saturday, February 28, 2026, from 11:00 AM – 2:00 PM (Setup beginning at 8 AM).

As a non-profit organization, in accordance with the Town's Facility Rental Policy, Children's Home Society of Florida - Bridges at Lake Park is eligible to receive three (3) free facility rentals per year. Additionally, the event organizer has requested the Town Commission to approve the following facility rental requests, which may not be granted administratively:

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
Refundable Security Deposit The Town requires a \$2,000.00 refundable security deposit for permitted special events held in Kelsey Park. This will only become a direct cost if the Town has to use funds to cover any damages done to the rental facility during the event.	\$2,000.00 (Flat Rate)	\$2,000.00 (Indirect Cost)

Special Event Permit Application The Town requires a \$50.00 special event permit application fee for non-profit organizations.	\$50.00 (Flat Rate)	\$50.00 (Indirect Cost)	Item 1.
Restroom Attendant The Town requires a restroom attendant to be onsite during special events that are held in Kelsey Park.	One restroom attendant at \$25.00 per hour for 6 hours	\$150.00 (Direct Cost)	
Certificate of Insurance Requirement The organizers would like the Town to waive the requested Certificate of Insurance requirement for special event permits. This waiver would require the Town of Lake Park to take on the liability for the event.	No monetary value unless a claim is received	No monetary value unless a claim is received	
TOTAL COST REQUESTED TO BE WAIVED: \$2,200.00 Direct Cost: \$150.00 Indirect Cost: \$2,050.00			

At this time, the Town does not have budgeted funds to approve the request from Children's Home Society of Florida - Bridges at Lake Park. If approved by the Town Commission, the waived funding would be taken from the Sponsored Event Expense within the Special Events Department budget. This funding was previously approved to support other special event expenditures.

Recommended Motion:

The Town Commission is requested to provide consideration and direction on the proposed special event permit request from Children's Home Society of Florida - Bridges at Lake Park to host their Annual ASQ Pop-Up Family Event in Kelsey Park on Saturday, February 28, 2026, from 11:00 AM – 2:00 PM (Setup to begin at 8 AM).

Meeting Date

1/21/2026

Item 1.

Cards must be submitted before the item is discussed!!

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

Name:

CONNIE CHABOT

Address:

804 US 1, 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:

General Comment - at the beginning

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

General Comment @ the beginning

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



Meeting Date

1/21/2026

Cards must be submitted before the item is discussed!!

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

Name:

PAT WELSA

Address:

804 US Hwy 1, Lake Park

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:

General Comment at the beginning

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

General Comment at the beginning

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

Meeting Date 1/21/2026

Cards must be submitted before the item is discussed!!

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

Name: Sheila MartinAddress: 415 US Hwy 1 Lake ParkIf you are interested in receiving Town information through Email, please provide your E-mail address: LilyMacCosmetics@gmail.comI would like to make comments on the following Agenda Item:Introduce my BusinessI would like to make comments on the following Non-Agenda Item(s):Introduce my business SpA & Beauty

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

Meeting Date Jan 21, 2026

Cards must be submitted before the item is discussed!!

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

Name: Natasha Quiza AlmeidaAddress: 1100 2ND CT # 802 10TH STREET LAKE PARK

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):Public Comment

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

Meeting Date 01/21/26

Item 1.

Cards must be submitted before the item is discussed!!

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

Name: IGOR ALMEIDA

Address: 1100 2ND CT. # 802 10TH STREET LAKE PARK

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):

Public Comment

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

Meeting Date 1/21/26

Cards must be submitted before the item is discussed!!

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

Name: Andrew Kaplan

Address: _____

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

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

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

Public Comment - Lake Park 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.

meeting Date 1/21/2026

Item 1.

Cards must be submitted before the item is discussed!!

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

Name: Daniel Naegele
Address: 855 Hawthorne Drive

If you are interested in receiving Town information through Email, please provide your E-mail address: ue1319@yahoo.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):

On highways Highways

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.

CRA

Meeting Date 1/21/20

Cards must be submitted before the item is discussed!!

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

Name: Amyr Angeles
Address: 1354 35th Street Lake Park

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

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

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

general comments

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

CRF

Meeting Date 1/21/2026

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

Name: Carmen Rodriguez
Address: 1301 10th 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):

General Comment

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

Meeting Date 1/21/26

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

Name: OSCAR CABALLERO
Address: 1251 10th St

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

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

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

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

Meeting Date 01/21/26

Item 1.

Cards must be submitted before the item is discussed!!

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

Name: ZECHARIAH CESARI

Address: 914 PARK AVE

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

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

GENERAL COMMENTS

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

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

Meeting Date 01/21/2026

Cards must be submitted before the item is discussed!!

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

Name: J. Dullman

Address: 248 Sengler Blvd

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

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

I would like to make comments on the following Non-Agenda Item(s):
many small islands are being created, by
using wood pilings & under 12 yrs old.

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

Meeting Date

1/21/2026

Cards must be submitted before the item is discussed!!

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

Name:

Katie 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:

KH

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

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

Meeting Date

1/21/26

Cards must be submitted before the item is discussed!!

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

Name:

Michael Steinhauer

Address:

435 Greerubian

If you are interested in receiving Town information through Email, please provide your E-mail address: piperton1992@gmail

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

PADD & K & L Report

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

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

Meeting Date

1/21/26

Cards must be submitted before the item is discussed!!

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

Name:

Eli Banks

Address:

315 Park Ave

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

elijah.m.Banks@gmail.com

(Steinhilber
Speaking for
Banks written
Testimony)

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

PAAD Building Preferences

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

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

Meeting Date

1/21/26

Cards must be submitted before the item is discussed!!

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

Name:

Brady Drew

Address:

538 Sabal Palm 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:

Commission #14 PADD

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

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

Meeting Date

1/21/2026

Cards must be submitted before the item is discussed!!

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

Name:

Mary Taylor

Address:

2090 Park Ave

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

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

#14

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

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 4, 2026 Regular Commission Meeting

Originating Department: Clerk

Agenda Title: Resolution 09-02-26 - Municipal Election Agreement - Palm Beach County Supervisor of Elections

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

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

Account Number: 106-33000 **Finance Signature:** _____

Advertised:

Date: NA **Newspaper:** _____

Attachments: Resolution, SOE Agreement, 2026 Municipal Cost Estimates

Please initial one:

_____ Yes I have notified everyone

LW/VM Not applicable in this case

Summary Explanation/Background:

The Palm Beach County Supervisor of Elections (SOE) is proposing a new Municipal Election Agreement that provides for election services and voting processing equipment during the upcoming Town of Lake Park Municipal Election on Tuesday, March 10, 2026. The proposed Agreement outlines the Town's and the SOE's responsibilities related to the upcoming election process and payment of costs.

Additionally, the proposed Agreement provides for the following:

- . The Palm Beach County Canvassing Board to canvass the ballots during the March 2026 Municipal Election (similar to previous years)
- . Provides an estimate of all proposed costs to be paid by the Town for the March 2026 Municipal Election

Note: The Town budgeted (\$23,004) within the approved FY 2026 Budget to support the cost for the Town Mayor Municipal Election to be held on for the March 10, 2026 Municipal Election. Additionally, the SOE recently notified the Town (January 16, 2026) that the Town will also be responsible for the additional cost to notify voters of a candidate who has withdrawn from the Town's Municipal Election following the SOE's ballot submittal deadline. An additional cost is expected to be billed to/paid by the Town as part of the proposed Agreement.

If approved, the Town Clerk will provide the fully executed Agreement to the PBC SOE's Office immediately and continue to oversee the upcoming Municipal Election process for the Town of Lake Park.

The proposed Agreement was prepared by the Palm Beach County SOE and reviewed by the Town Clerk, the Finance Director and the Town Attorney.

Recommended Motion:

I move to approve Resolution 09-02-26 authorizing the Town to enter into a Municipal Election Agreement with the Palm Beach County Supervisor of Elections; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION 09-02-26

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

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

WHEREAS, the SOE has presented the Town with an Agreement for the Deployment and Use of Vote Processing Equipment and Election Services (the Agreement) for the March 10, 2026 Uniform Municipal Election in Palm Beach County; and

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

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

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

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

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

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

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



2026 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting the Uniform Municipal Elections (“UME”) to be held on March 10, 2026, and a Run-Off Election, if necessary, on March 24, 2026, along with the necessary vote processing equipment and election services to facilitate polling locations and polling places as may be necessary and agreed upon by the parties. Except for the UME and Run-Off elections resulting from the UME, which are required by MUNICIPALITY charter or ordinance, no other municipal elections will be conducted by SOE except by separate written signed agreement of the parties hereto.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for the SOE's actual cost incurred by SOE in conducting MUNICIPALITY's election operations, as provided in the estimated fee schedule attached as Exhibit "A".

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

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

ARTICLE 4 – OTHER ELECTION CHARGES

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

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement, but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibit "A".

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

4.4 Increased Costs. If the actual out-of-pocket costs to the SOE increase due to an increase in postage costs, law enforcement costs, or any other costs that are higher than the estimates provided in Exhibit "A", MUNICIPALITY nevertheless agrees to pay the increased costs incurred by SOE. Any increased costs will be reflected in the billing statement provided to MUNICIPALITY by SOE at the time payment is sought.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin upon execution of this Agreement by both the SOE and MUNICIPALITY and shall terminate on December 31, 2026, or when all ballots for the UME/Run-Off Elections have been processed, all election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and the audit, if applicable, has been completed, whichever is later. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records that the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions, or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the MUNICIPALITY’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances; provided, however, such statute, charter, or ordinance may specifically impose or delegate certain duties to the SOE; for provisions in a Municipal charter of ordinance, the SOE must consent to the duties set forth in the charter or ordinance in order to be bound by it. Any obligations or duties not set forth in this Agreement or otherwise provided for by law shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

Uniform Municipal Election/Run-Off Election. MUNICIPALITY shall prepare and arrange for publication of all legal notices and advertising required by state and federal statutes, city charter, and city ordinances. MUNICIPALITY agrees that all notices and advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices.

SOE will advertise the dates of the UME/Run-Off elections on its website in both English and Spanish, and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising.

ARTICLE 8 – QUALIFYING OF CANDIDATES

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

If petitions are part of the qualifying process, the SOE shall be responsible for verifying that all names appearing on such petitions belong to qualified electors of MUNICIPALITY. The SOE agrees to verify any and all signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. MUNICIPALITY shall pay SOE Ten Cents (\$0.10) per name, or such other higher amount as permitted by Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) SOE will verify signatures on all timely submitted signed petitions until the candidate indicates in writing to stop verification. MUNICIPALITY must notify each candidate in writing that if the signatures are not timely submitted in accordance with this paragraph that SOE will review them in accordance with the paragraph above, which may result in the candidate not knowing the disposition of the review until after the qualifying period.

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

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

SOE shall place an order for the quantity of Election Day ballots as directed by the MUNICIPALITY with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall be responsible for payment to the third-party printer. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, but no later than ninety-five (95) days before Election Day, unless otherwise agreed upon by SOE and MUNICIPALITY, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

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

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

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers for MUNICIPALITY from a group of trained poll workers. SOE will assign the minimum number of poll workers for each required position and standby poll workers to be available on Election Day, as determined by SOE. Additional poll workers may be added at the request of MUNICIPALITY, which SOE agrees to provide based on the availability of properly trained poll workers and legal party affiliation requirements. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures, or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job-specific training and complete the required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election/Run-Off Election. MUNICIPALITY shall promptly pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers, which as of the Effective Date hereof, is set forth in Exhibit "A". If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY shall secure ADA compliant Polling Places for the UME/Run-Off Election. Upon request, SOE will provide MUNICIPALITY with the list of the polling places currently assigned to MUNICIPALITY’S precincts. If the polling place secured for the UME/Run-Off election is different than what is shown on the voters’ most recent voter information card, MUNICIPALITY shall pay the cost for the SOE to mail a new voter information card to each voter with the new location on it. If the location is temporary for the UME/Run-Off election, MUNICIPALITY shall also pay the costs for the follow-up mailing of the voter information card to designate the previous location as the again-current polling location.

ARTICLE 12 – POLL WATCHERS

MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE for processing. SOE will make the required identification badges and provide them to MUNICIPALITY.

MUNICIPALITY will be responsible for all costs associated with the preparation of badges.

MUNICIPALITY will create a master poll watcher list to be supplied to the SOE office and their poll workers on Election Day.

ARTICLE 13 – SAMPLE BALLOTS

SOE *shall not* mail sample ballots. Sample ballots will be posted on the SOE’s website.

ARTICLE 14 – VOTE-BY-MAIL BALLOTS

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

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

If MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate with SOE the date on which the MUNICIPALITY’s Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities.

MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation, and all other activities requiring Canvassing Board presence by law, at all times specified by SOE.

ARTICLE 15 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

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

MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 16 – LOCATION AND STORAGE OF VOTING EQUIPMENT

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

ARTICLE 17 – CANVASSING OF ELECTION RESULTS

SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings on the SOE's website.

If MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate with SOE the date on which MUNICIPALITY's Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation, and all other activities requiring Canvassing Board presence by law.

ARTICLE 18 – AUDITS

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

ARTICLE 19 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until the expiration of retention period as prescribed by applicable Florida Statutes and Rules. MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

ARTICLE 20 – VOTER HISTORY

SOE will record voter history for all electors voting in the municipal election(s) in a timely manner.

ARTICLE 21 – OTHER NECESSARY COSTS

As provided in Article 4, any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of MUNICIPALITY's election(s) that are not specified in this Agreement shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure by the SOE for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any matter that are incurred as a direct result of MUNICIPALITY's participation in the UME/Run-Off shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 22 – HOLD HARMLESS COVENANT

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Furthermore, nothing herein shall be construed as a waiver by either party of sovereign immunity pursuant to Section 768.28, Florida Statutes.

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the SOE against any actions, claims or damages arising out of MUNICIPALITY's negligence, willful or intentional acts or omissions in connection with its performance under this Agreement; and SOE shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of the negligence, willful or intentional acts or omissions of the SOE in connection with its performance under this Agreement. Nothing herein shall be construed as consent by either the SOE or MUNICIPALITY to be sued by third parties in any matter arising from this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of MUNICIPALITY'S election results or the validation of any of MUNICIPALITY'S candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth in Section 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by the MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

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

ARTICLE 23 – ENTIRETY AND AMENDMENTS

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

ARTICLE 24 – EFFECTIVE DATE

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

ARTICLE 25 – NOTICES

NOTICES: All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by registered mail or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party with written instructions to contact another individual or a different location.

For the SOE:

Supervisor of Elections
4301 Cherry Road
West Palm Beach, Florida 33409
Attention: Wendy Sartory Link

For the City:

Attention: _____

ARTICLE 26 -- NONWAIVER

A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 27 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

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

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”



Palm Beach County Supervisor of Elections

UPDATED

Schedule of Municipal Election Fees 2026 Uniform Municipal/Run-Off Elections

Uniform Municipal/Run- Off Election Services	Estimated Costs
Vote-by-Mail Ballot Services Outgoing	\$10.04/Ballot
Vote-by-Mail Ballot Returned	\$.81/ballot
Election Day Services	\$18,441.00
Precinct Services (per precinct)	\$275.97
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
POLL WORKER PAY	
Election Day: Clerk: \$415.00* Assistant Clerk: \$315.00* VST: \$330.00* Inspector: \$255.00 QA Inspector: \$275.00 Deputy: \$240.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position which they are trained Rate of pay is a lump sum that includes training and election day. *The Clerk, Assistant Clerk, and VST position require a Monday set up. An additional \$25 will be added to the total rate for each position in attendance. Clerk: \$440; Asst. Clerk: \$340; VST: \$ 355	TBD
Any additional items requested by the municipality will be invoiced separately	
On call support (\$2500 range)	Invoiced by Vendor TBD





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 21, 2026
Originating Department: Public Works
Agenda Title: Resolution 10-02-26 – Agreement - Winter and Summer Fertilization Services – Trugreen - \$12,400.20

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

Cost of Item: \$12,400.20 **Funding Source:** General Fund
Account Number: 001-572-406-
001-408-597 3400 **Finance Signature:** Barbara A. Gould

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

Attachments: Resolution 10-02-26
Agreement for Winter and Summer Fertilization Services – Trugreen
RFQ 140-2025 Request for Quotes and Trugreen Proposal

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 procure seasonal fertilization services for approximately 623,620 square feet of turf and landscaped areas across three (3) Town maintained sites to ensure the continued health, appearance and proper maintenance of Town grounds.

As a result, the Town issued a Request for Quotation (RFQ No. 140-2025 – December 16, 2025) in accordance with the Town's Procurement Policy. The intent of this RFQ was to seek a qualified vendor to provide winter and summer fertilization services for approximately 623,620 square feet of turf and landscaped areas across three (3) Town maintained sites.

The proposed agreement would follow the Town of Lake Park's Procurement Policy - Sec. 2-246. Thresholds for the procurement of goods and services.

1. For goods and services with a value greater than \$10,000, but less than \$35,000, the town manager or designee shall electronically post on the town's website a description of the goods and services being sought for at least seven (7) consecutive business days. The posted information shall include the scope of work, specifications for goods and the response forms to be used by Offerors in response to the request for quotation (RFQ).

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including RFQ No. 140-2025 and published addendums, as required.

To ensure the lowest possible price, staff is recommending that the Town enter into an agreement with Trugreen in the amount of \$12,400.20. If approved, the Town Commission would accept Trugreen's approved pricing, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Funding to support this project is available within the FY 2026 Budget – General Fund - Grounds Maintenance Contractual Services.

If approved, the first of the fertilization services are expected to be performed by February 2026 and the second fertilization services are expected to be performed by August 2026.

The proposed Agreement was prepared by the Town's Public Works Director and reviewed by the proposed vendor, Trugreen, the Finance Director and the Town Attorney.

The Town has not previously contracted with Trugreen; however, they are an established firm with a strong record of performance in the lawn care industry.

Recommendation:

I move to authorize Resolution 10-02-26 approving an Agreement to provide winter and summer fertilization services with Trugreen, in the amount of \$12,400.20; and authorize the Mayor to execute the proposed Agreement with Trugreen.

RESOLUTION 10-02-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH TRUGREEN FOR WINTER & SUMMER FERTILIZATION SERVICES PURSUANT TO RFQ #140-2025; 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 has identified the need for winter and summer fertilization services for approximately 623,620 square feet of turf and landscaped areas across three Town-maintained sites in order to ensure the continued health, appearance, and proper maintenance of Town grounds; and

WHEREAS, the Town issued RFQ No.140-2025 seeking competitive quotes for winter and summer fertilization services, and Trugreen submitted the only responsive and responsible quote in the amount of \$12,400.20, inclusive of all required labor, materials, delivery, permits, and price adjustments, and associated costs; and

WHEREAS, the Town Commission desires to fund this purchase through the General Fund - Grounds Maintenance Contractual Services and proceed with the acquisition in accordance with the Town’s Procurement Policy.

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 an Agreement with Trugreen, attached hereto as Exhibit “A,” for winter and summer fertilization services in the amount of \$12,400.20.

Section 3. Funding for this purchase shall be provided from General Fund - Grounds Maintenance Contractual Services; any future costs associated with maintenance, warranty, or replacements shall be budgeted in subsequent fiscal years as necessary.

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

AGREEMENT FOR THE PROVISION OF WINTER & SUMMER FERTILIZATION SERVICES

THIS **AGREEMENT** (the "Agreement") is made and entered into this ____ day of _____, 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Trugreen, 5605 Florida Mining Blvd Suite 1-8, Jacksonville, FL 32257 ("Contractor").

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") issued Request for Quotation (RFQ No.140-2025) on December 16, 2025 for seasonal fertilization services; and

WHEREAS, Trugreen submitted the lowest responsive and responsible quote in the amount of \$12,400.20; and

WHEREAS, the Town Commission finds it in the best interest of the Town to enter into an agreement with Trugreen for winter and summer fertilization services in accordance with the RFQ and the Vendor's quote; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Scope of Services/Supply – Contractor shall provide winter and summer fertilization services for approximately 623,620 square feet of turf and landscaped areas across three Town-maintained sites in order to ensure the continued health, appearance, and proper maintenance of Town grounds in accordance with the specifications outlined in RFQ No.140-2025 and Contractor's proposal dated December 23, 2025, both of which are incorporated herein by reference.

Schedule/Delivery –The first seasonal fertilization services shall be performed within one month of contract execution.

Compensation – The Town shall pay the Contractor an annual amount of \$12,400.20, inclusive of all labor, materials, delivery, permits, price adjustments, and associated costs.

Licenses and Insurance – Contractor shall maintain all required licenses and insurance, including Florida Department of Agriculture and Consumer Services (FDACS) certification as Commercial Fertilizer Applicators, general liability, workers' compensation insurance, etc., during the term of this Agreement.

Compliance with Laws – Contractor shall perform all obligations in accordance with applicable federal, state, and local laws and regulations.

Termination – The Town may terminate this Agreement for cause or convenience upon written notice.


Public Records – Contractor shall comply with Chapter 119, Florida Statutes, relating to public records.

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

TOWN OF LAKE PARK

TRUGREEN

By: _____

By: 

Name: _____

Name: ROBERT VILARDI

Title: _____

Title: BUSINESS DEVELOPMENT MANAGER

Date: _____

Date: 11/21/26

Vilardi, Robert

Hi Lura,

In addition, to working with Vee Dree Pattison for the Town of Lake Park for over the past ten years.

Here are two of our customers that we been working with over past ten years.

Daytona International Speedway
2500W. International Speedway Blvd
Daytona Beach, FL 32114

Contact Name
T.J. West
Phone number
386-235-1027

City of Port Orange
1000 City Center Cir,
Port Orange, FL 32129

Contact Name
Kevin Sweat
Phone number
386-527-6868

Please feel free to contact our references anytime at your convenience.

Thank you

Robert Vilardi
Business Development Manager
5605 Florida Mining Blvd Suite 1-8
Jacksonville, FL 32257
GI-BMP Certified Instructor
(386)-295-3881 > Cell
(813)-659-4100 > Office

TRUGREEN



Official Lawn Care Treatment Provider of the PGA TOUR

Vilardi, Robert

From: Phillip Cassady <phillipcassady@semtribe.com>
Sent: Friday, December 19, 2025 8:31 AM
To: Vilardi, Robert
Cc: Hein, Frederick
Subject: TRUGREEN

Good day,

TruGreen has been an integral component with our landscape beautification project here at The Seminole Tribe of Florida. TruGreen service is provided to all of the reservations in the State of Florida. Here on the Hollywood Reservation our communities at Seminole Park, The Courtyards at Seminole Winds, RV Hideaway and 8 Clans have all been enhanced with the addition of TruGreen's track proven service. The same stellar service is provided for our single family homes right through our sprawling townhome communities. We look forward to continued excellent service from TruGreen. If you have any questions or concerns, please feel free to contact my office.

Best Regards,

Phillip Cassady
Hollywood/Trail
Landscaping Coordinator
Housing Department
Seminole Tribe of Florida



**TRIBAL COMMUNITY
DEVELOPMENT**

T 954-985-2300 X 10688
C 954-248-0027
A 3321 N. State Rd.7
Hollywood, FL 33021
W <https://tcd.semtribe.com/>

Price Quotes:

1.	Town Hall and Library	Summer:	\$ 263.92
2.	Lake Shore Park	Summer:	\$ 2,252.16
3.	Kelsey Park	Summer:	\$ 1,407.60

<u>Total Quoted Price for All Locations combined including any discounts:</u>	\$ 3,923.68
Please note the discount: <u>117.71</u>	3,805.96

Is a copy of the Florida Department of Agriculture and Consumer Services,
Commercial Fertilizer Applicator certificate attached? **Yes or No (Circle One)**

Submitted by: Robert J. Vilardi Title: Commerical Accounts Manager

Name of Company: Trugreen

Phone: 386-295-3881

Date Submitted: 12-3-2025

**Please submit your quote to the Town of Lake Park Public Works Department.
ATTN: Verdree Patterson, Grounds Maintenance Foreman
640 Old Dixie Highway, Lake Park, FL 33403**

publicworks@lakeparkflorida.gov

Phone: (561) 881-3345

Fax. (561) 881-3349

Price Quotes:

1.	Bert Bostrom Park	Summer:	\$ 1,613.00
2.	W. Ilex Park	Summer:	\$ 100.00
3.	S.J Blakeley Memorial	Summer:	\$ 152.00

<u>Total Quoted Price for All Locations combined including any discounts:</u>		\$ 1,865.00
Please note the discount: \$55.95		<u>\$1,809.05</u>

Is a copy of the Florida Department of Agriculture and Consumer Services,
Commercial Fertilizer Applicator certificate attached? **Yes or No (Circle One)**

Submitted by: Robert J. Vilardi Title: Commerical Accounts Manager

Name of Company: Trugreen

Phone: 386-295-3881

Date Submitted: 12-3-2025

**Please submit your quote to the Town of Lake Park Public Works Department.
ATTN: Verdree Patterson, Grounds Maintenance Foreman
640 Old Dixie Highway, Lake Park, FL 33403**

publicworks@lakeparkflorida.gov

Phone: (561) 881-3345

Fax. (561) 881-3349

Price Quotes:

1.	Lottie Mae Park	Summer:	\$ 142.00
2.			\$
3.			\$

<u>Total Quoted Price for All Locations combined including any discounts:</u>	\$ 142.00
Please note the discount: \$4.26	\$137.74

Is a copy of the Florida Department of Agriculture and Consumer Services,
Commercial Fertilizer Applicator certificate attached? **Yes or No (Circle One)**

Submitted by: Robert J. Vilardi Title: Commerical Accounts Manager

Name of Company: Trugreen

Phone: 386-295-3881

Date Submitted: 12-3-2025

**Please submit your quote to the Town of Lake Park Public Works Department.
ATTN: Verdree Patterson, Grounds Maintenance Foreman
640 Old Dixie Highway, Lake Park, FL 33403**

publicworks@lakeparkflorida.gov

Phone: (561) 881-3345

Fax. (561) 881-3349

Price Quotes:

1.	Town Hall and Library	Winter:	\$ 349.49
2.	Lake Shore Park	Winter:	\$ 2,362.73
3.	Kelsey Park	Winter:	\$ 1,476.83

<u>Total Quoted Price for All Locations combined including any discounts:</u>	\$ 4,189.05
Please note the discount: 125.67	\$4,063.37

Is a copy of the Florida Department of Agriculture and Consumer Services,
Commercial Fertilizer Applicator certificate attached? **Yes or No (Circle One)**

Submitted by: Robert J. Vilardi Title: Commerical Accounts Manager

Name of Company: Trugreen

Phone: 386-295-3881

Date Submitted: 12-3-2025

**Please submit your quote to the Town of Lake Park Public Works Department.
ATTN: Verdree Patterson, Grounds Maintenance Foreman
640 Old Dixie Highway, Lake Park, FL 33403**

publicworks@lakeparkflorida.gov

Phone: (561) 881-3345

Fax: (561) 881-3349

Price Quotes:

1.	Bert Bostrom Park	Winter:	\$ 2,141.00
2.	W. Ilex Park	Winter:	\$ 133.00
3.	S.J Blakeley Memorial	Winter:	\$ 201.00

<u>Total Quoted Price for All Locations combined including any discounts:</u>	\$ 2,475.00
Please note the discount: <u>\$74.25</u>	\$2,400.75

Is a copy of the Florida Department of Agriculture and Consumer Services,
Commercial Fertilizer Applicator certificate attached? **Yes or No (Circle One)**

Submitted by: Robert J. Vilardi Title: Commerical Accounts Manager

Name of Company: Trugreen

Phone: 386-295-3881

Date Submitted: 12-3-2025

**Please submit your quote to the Town of Lake Park Public Works Department.
ATTN: Verdree Patterson, Grounds Maintenance Foreman
640 Old Dixie Highway, Lake Park, FL 33403**

publicworks@lakeparkflorida.gov

Phone: (561) 881-3345

Fax: (561) 881-3349

Price Quotes:

1.	Lottie Mae Park	Winter:	\$ 189.00
2.			\$
3.			\$

<u>Total Quoted Price for All Locations combined including any discounts:</u>	\$ 189.00
Please note the discount: <u>\$5.67</u>	\$183.33

Is a copy of the Florida Department of Agriculture and Consumer Services,
Commercial Fertilizer Applicator certificate attached? **Yes or No (Circle One)**

Submitted by: Robert J. Vilardi Title: Commerical Accounts Manager

Name of Company: Trugreen

Phone: 386-295-3881

Date Submitted: 12-3-2025

**Please submit your quote to the Town of Lake Park Public Works Department.
ATTN: Verdree Patterson, Grounds Maintenance Foreman
640 Old Dixie Highway, Lake Park, FL 33403**

publicworks@lakeparkflorida.gov

Phone: (561) 881-3345

Fax. (561) 881-3349

REQUEST FOR QUOTES (RFQ No. 140-2025)

Winter & Summer Fertilization Services

Town of Lake Park, Florida

Introduction

The Town of Lake Park is soliciting quotes from qualified vendors to provide **winter and summer fertilization services** at three (3) Town-maintained sites totaling approximately **623, 620 square feet** of turf and landscaped areas.

The initial contract term shall be for **three (3) years**, with **two (2) optional one-year renewals**, contingent upon satisfactory performance, budget availability, and mutual agreement.

Scope of Services

1. Fertilizers shall be applied in accordance with the manufacturer's recommended rates, safety precautions, and Florida-friendly practices.
2. Alternate fertilizer specifications may be proposed, provided they are **equal to or superior** to those listed. The vendor must submit the manufacturer's product data sheets for review and receive **written approval** from the Town before use.
3. The contractor shall correct, at no additional cost to the Town, any areas exhibiting "striping" or other application deficiencies.
4. The vendor shall provide all necessary equipment, materials, and labor to complete the work safely and efficiently.

Sites and Application Schedule

Location	Approx. Area	Fertilizer Type	Application Periods
Town Hall (535 Park Ave.), PBSO, & Library (529 Park Ave.)	37,500 sq. ft.	8-0-16 with broad-spectrum pesticide	Winter (Oct–Nov) / Summer (May–Jun)
Kelsey Park East (701 Lake Shore Drive)	320,000 sq. ft.	8-0-16 with broad-spectrum pesticide	Winter (Oct–Nov) / Summer (May–Jun)
Kelsey Park West (601 Federal Highway)	200,000 sq. ft.	8-0-16 with broad-spectrum pesticide	Winter (Oct–Nov) / Summer (May–Jun)
Bert Bostrom Park (311 7 th Street)	270,000 sq. ft.	8-0-16 with broad-spectrum pesticide	Winter (Oct–Nov) / Summer (May–Jun)
W. Ilex Park (W. Ilex Drive)	16,810 sq. ft.	8-0-16 with broad-spectrum pesticide	Winter (Oct–Nov) / Summer (May–Jun)

Location	Approx. Area	Fertilizer Type	Application Periods
S.J. Blakeley Memorial Park (1120 2nd Street)	25,443 sq. ft.	8-0-16 with broad-spectrum pesticide	Winter (Oct–Nov) / Summer (May–Jun)
Lottie Mae Park (Date Palm Drive/2nd Street)	23,867 sq. ft.	8-0-16 with broad-spectrum pesticide	Winter (Oct–Nov) / Summer (May–Jun)

Quote Submission Requirements

The Town of Lake Park enforces its **Florida-Friendly Fertilizer Use Ordinance (Ordinance No. 07-2013)**. Key provisions include:

- Fertilizer applications must comply with **Rule 5E-1.003(2), Florida Administrative Code**, regarding rate and frequency by turf type.
- Fertilizer shall not be applied within **10 feet** of any water body, or within **3 feet** if a deflector shield or drop spreader is used.
- **Spreader deflector shields** must be used when applying fertilizer via rotary (broadcast) spreaders.
- Fertilizer inadvertently deposited on impervious surfaces must be **immediately removed** and never washed, swept, or blown into storm drains or waterways.
- After **December 31, 2013**, all commercial fertilizer applicators must hold a valid **Florida Department of Agriculture and Consumer Services (FDACS)** certification as **Commercial Fertilizer Applicators** per **Rule 5E-14.117(18), F.A.C.**
- A copy of the certification must be included with the quote.
- Each business must have at least one employee certified in “**Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries.**”

Insurance and Licensing Requirements

- The selected vendor shall provide proof of **General Liability Insurance** and **Worker's Compensation Insurance** in accordance with Town policy before contract execution.
- The Town of Lake Park shall be listed as an **Additional Insured** on the vendor's policy.
- The vendor must hold all applicable **licenses** required under the State of Florida and Palm Beach County regulations for the application of fertilizers and pesticides.

References

Vendors must submit at least **two (2)** references from municipal, county, or large commercial clients for which similar fertilization services have been performed within the past **three (3) years**. References should include:

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
ID CARD # JE95155

Item 3.

VILARDI, ROBERT
TRUGREEN,
5605 FLORIDA MINING BLVD
S
JACKSONVILLE, FL 32257

Endorsements

Issued: 04/07/2025 Expires: 05/31/2026


Signature of ID Cardholder


WILTON SIMPSON, COMMISSIONER

The above individual is registered under the provisions of Chapter 482, F.S.

Category/Endorsement Key

FID	Fumigation Endorsement
WDO INSP	Wood Destroying Organism Inspector
CO FUM	COIC with Fumigation
CO WDO	COIC with Termites and Other WDO
CO GHP	COIC with General Household Pest
CO LAWN	COIC with Lawn and Ornamental



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

Item 3.

YY
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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 Lockton Companies, LLC
DBA Lockton Insurance Brokers, LLC in CA
CA license #0F15767
1185 Avenue of the Americas, Ste. 2010
New York NY 10036
(646) 572-7300

CONTACT NAME:
PHONE (A/C, No. Ext):
E-MAIL:
ADDRESS:
FAX (A/C, No):

INSURED 1562383 TruGreen Limited Partnership
1790 Kirby Parkway
Forum II Tower
Memphis, TN 38138

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co Pitts. PA	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 22595494**REVISION NUMBER:** XXXXXXXX

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 SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Deductible: \$2,000,000	N	N	\$425760 (AOS)	1/1/2025	1/1/2026 EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded: \$2,000,000	N	N	4993205 (AOS) 4993206 (MA)	1/1/2025 1/1/2025	1/1/2026 1/1/2026 COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE		EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC80772137(AOS) WC080772139 (WI)	1/1/2025 1/1/2025	1/1/2026 1/1/2026 X PER STATUTE <input type="checkbox"/> 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

22595494
Town of Lake Park
535 Park Avenue
Town 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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Submit Quotes Via:

Email: townclerk@lakeparkflorida.gov

Mail/In-person:

Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Clearly label submissions:

“RFQ 140-2025 – Winter & Summer Fertilization Services”

Contact Information

Vivian Mendez, Town Clerk

Email: townclerk@lakeparkflorida.gov

**Laura
Weidgans**

Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of
Lake Park, ou=Deputy Town Clerk,
email=lweidgans@lakeparkflorida.gov,
v, c=US
Date: 2025.12.16 09:02:29 -05'00'



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 04, 2026
Originating Department: Public Works
Agenda Title: Resolution 11-02-26 – Restrictive Covenant (Exhibit A) - Evergreen House Preservation Project – State of Florida – Division of Historical Resources

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

Cost of Item: \$ 0.00 **Funding Source:** N/a
Account Number: 001-408-597 **Finance Signature:** Barbara A. Gould

Advertised:
Date: N/a **Newspaper:** _____

Attachments: 1) Resolution Authorizing and Executing a Restrictive Covenant
2) Restrictive Covenant Clause Document

Please initial one:

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

Summary Explanation/Background:

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



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

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

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

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

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

The proposed restrictive covenant provided by the State of Florida requires the following:

1. The Town of Lake Park, Florida grants to the Department a security interest in the Property in the amount of \$ 198,500.00, active for the period stated in the preamble above.
2. The Town of Lake Park, Florida agrees to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
3. The Town of Lake Park, Florida agrees that no modifications will be made to the Property, other than routine repairs and maintenance and new internments that have no impact on historic features without advance review and approval of the plans and specifications by the Department's Division of Historical Resources.
4. The Town of Lake Park, Florida agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
5. The Town of Lake Park, Florida agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.

6. The Owner agrees to record these covenants with the Office of the Clerk of the Circuit Court of Palm Beach County, Florida prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.
7. The Town of Lake Park, Florida agrees that these restrictions shall encumber the property for a period of 15 years from the date of recordation, and that if a restriction is violated within the 10 year period, the Department shall be entitled to liquidated damages pursuant to the Agreement.

The proposed Restrictive Covenant was prepared by the State of Florida's Division of Historical Resources and reviewed by the Public Works Director, the Project Manager - Capital Projects and the Finance Director and the Town Attorney.

Recommended Motion:

I move to approve Resolution No. 11-02-26 approving entering into a Restrictive Covenant on the Evergreen House Preservation as required by the State of Florida – Division of Historical Resources; and authorize the Mayor to execute the proposed Restrictive Covenant (Exhibit A).

RESOLUTION 11-02-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A RESTRICTIVE COVENANT CLAUSE BETWEEN THE TOWN OF LAKE PARK AND THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR THE LAKE PARK HISTORIC EVERGREEN HOUSE PRESERVATION IMPROVEMENTS, FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town desires to implement sustainable strategies that will improve the quality of life and safety of residents and visitors in the town; and

WHEREAS, the Town previously determined a need to repair and improve the Evergreen House with exterior and interior restoration improvements; and

WHEREAS, the Town has been awarded a preservation grant through the Division of Historical Resources (the Division) to assist with the Evergreen House restoration improvements; and

WHEREAS, a condition of the grant is the execution of a Restrictive Covenant Clause which provides considerations by the Town for the acceptance and receipt of grant funds used in the restoration and preservation work at the Evergreen House, and

WHEREAS, Town staff has recommended to the Town Commission of the Town that it authorize the Town Mayor to execute this Restrictive Covenant Clause with the Division of Historical Resources.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the mayor to execute a Restrictive Covenant Clause between the Town and the State of Florida, Department of State, Division of Historical Resources.

Section 3. This resolution shall be effective upon its execution.

EXHIBIT A
RESTRICTIVE COVENANTS CLAUSE
Project Name: Lake Park Evergreen House Preservation Improvements
Grant Number: 25.h.sc.100.065

THESE COVENANTS are entered into this 4th day of February, 2026, by the Town of Lake Park, hereinafter referred to as the Owner, and shall be effective for a period of **15** years from the date of recording, in **the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, serving as the county recorder provided by law for Palm Beach County, Florida.**

WHEREAS, the Owner is the fee simple titleholder of the Property located at **601A U.S. Highway One, Lake Park, Florida, Palm Beach County, Florida**, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the **Town of Lake Park** is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$ 198,500.00, to be used for the preservation of the Property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the Property is located,

Now THEREFORE, as part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the **Town of Lake Park, Florida**, hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the **Town of Lake Park, Florida**, and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

1. The **Town of Lake Park, Florida** grants to the Department a security interest in the Property in the amount of \$ 198,500.00, active for the period stated in the preamble above.
2. The **Town of Lake Park, Florida** agrees to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
3. The **Town of Lake Park, Florida** agrees that no modifications will be made to the Property, other than routine repairs and maintenance and new internments that have no impact on historic features without advance review and approval of the plans and specifications by the Department's Division of Historical Resources.
4. The **Town of Lake Park, Florida** agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
5. The **Town of Lake Park, Florida** agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
6. The Owner agrees to record these covenants with **the Office of the Clerk of the Circuit Court of Palm Beach County, Florida** prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.

7. The **Town of Lake Park, Florida** agrees that these restrictions shall encumber the property for a period of **15** years from the date of recordation, and that if a restriction is violated within the **10** year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
- Amortization Schedule for projects involving improvements to Real Property: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first ten (10).
 - Amortization Schedule for Acquisition projects: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 5% for each year past the first ten (10).
8. If the **Town of Lake Park, Florida** violates any part of these Restrictive Covenants, then the **Town of Lake Park, Florida** will be in default and the Department shall have the right to exercise the following rights:
- The Department shall have the right to declare the liquidated damages described in paragraph 7, plus interest at the statutory rate from the time of the **Town of Lake Park, Florida** receipt of the grant funds, and attorneys' fees and other expenses incurred by the Department in the enforcement of these Restrictive Covenants, to be immediately due and payable without notice or demand on the **Town of Lake Park, Florida**, which notice or demand are hereby expressly waived by the **Town of Lake Park, Florida**, and upon the making of any such declaration, the entire amount shall become immediately due and payable;
 - The Department may enforce its security interest in the Property to collect the entire amount described in paragraph 8a. through foreclosure proceedings or any other manner allowed by law;
 - In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;
 - All cash proceeds received by the Department in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the Department may, in the discretion of the Department, be held by the Department as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the Department of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Department in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the Department against all or any part of the Obligations in such order as the Department shall elect. Any surplus of such payments held by the Department and remaining after payment in full of all of the Obligations shall be paid over to the **Town of Lake Park, Florida** or to whomsoever may be lawfully entitled to receive such surplus. The **Town of Lake Park, Florida** shall remain liable for any obligations remaining unpaid.
9. The Department acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in property owned by the **Town of Lake Park, Florida** are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the Department's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.
10. The **Town of Lake Park, Florida** agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the **Town of Lake Park, Florida** has read these Restrictive Covenants Clause and has hereto affixed their signature.

WITNESSES:

Witness Signature

Vice Mayor Michael Hensley

Witness Name Typed/Printed

**535 Park Avenue, Lake Park, Fl.
Lake Park, Florida 33403**

Witness Address

Signature

Roger Michaud

Lake Park Town Mayor

Name and Title Typed/Printed

**535 Park Avenue
Lake Park, Florida 33403**

Owner Address

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:

Date: _____

By: _____

Vivian Mendez MMC, Town Clerk

The foregoing instrument was acknowledged before me by means of physical presence notarization, this 4th day of February, 2024, by **Roger Michaud**, as **Lake Park Town Mayor** _____
(Name) (Type of Authority, e.g., Officer)

for **Town of Lake Park.**

(Name of Municipality)

Personally Known OR Produced Identification

Type of Identification Produced _____

Notary Public Signature – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 04, 2025
Originating Department: Public Works
Agenda Title: Resolution No. 12-02-26 – Lease-Purchase Finance Agreement - 2026 Mack TE64R Sanitation Truck with Heil Front End Loader - KS StateBank - \$376,460

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

Cost of Item:	<u>\$376,460.00</u>	Funding Source:	<u>Sanitation Assessment</u>	<u>Non-Ad</u>	<u>Valorem</u>
Account Number:	_____	Finance Signature:	_____		

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

Attachments: Town Resolution
Government Obligation Contract with KS StateBank
Exhibit A – Description of Equipment
Exhibit B – Payment Schedule
Exhibit C – Certificate of Acceptance
Exhibit D – Obligor Resolution
Exhibit E – Bank Qualified Certificate

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

Summary Explanation/Background:

The Public Works Department requests the Town Commission's approval of a Government Obligation Contract with KS StateBank to lease-purchase the acquisition of a 2026 Mack TE64R sanitation truck equipped with a 2025 Heil front-end loader body. This vehicle is a critical fleet replacement necessary to

ensure the continued, reliable collection of residential solid waste services throughout the Town of Lake Park.

The purchase of this sanitation vehicle was previously authorized by the Town Commission on October 18, 2023 (Resolution No. 79-01-23) as part of the Town's capital planning and fleet replacement strategy. However, following Commission approval and as a result of the COVID-19 Pandemic, the truck manufacturing industry experienced world-wide supply chain disruptions that resulted in manufacturing constraints and extended production timelines. These conditions created a significant backlog of specialized heavy-duty sanitation equipment nationwide and delayed the Town's ability to obtain delivery of the approved unit within the initially anticipated timeframe.

During the Fiscal Year 2025–2026 Budget process, the Town Commission adopted a Capital Improvement Plan (CIP) identifying the need for continued investment in essential Public Works vehicles and equipment, including the sanitation fleet replacement program, which supports the Town's operational reliability, service delivery standards, and long-term fiscal planning objectives.

As part of implementing the approved CIP and Budget, staff evaluated the various financing options to purchase this essential piece of equipment and it was determined that a municipal lease-purchase structure offered the most fiscally responsible approach.

The various financing options include:

1. Municipal Four (4) Year Lease-Purchase Option (Currently Recommended by Public Works)
2. Short-Term Bank Loan and/or Financing Option (Currently under review)
3. Purchase Utilizing Sanitation Fund Reserve Funding (Currently under review)

Note: In advance of consideration of the four (4) year lease-purchase option to ensure that this is the best option, staff is continuing to evaluate all financing options and costs available to the Town. If a better option presents itself to the Town, this option will be presented for consideration by the Town Commission to ensure the best financing is utilized to purchase this critical truck to ensure the highest levels of sanitation collection services within the Town.

At this time, the Public Works Department is proposing that the Town Commission consider the current proposed four (4) year lease-purchase option that will require four annual payments of \$109,265.76, with the 1st payment beginning on January 22, 2027 and the fourth and final payment due on January 22, 2030. If approved, the total amount financed would be \$376,460 (Total Truck Purchase Price) and would be financed with a 6.25% The proposed lease-purchase option provides a pre-payment penalty that would increase the interest rate to 6.42% if the Town selected a shorter payment term [i.e., three (3) year financing term].

Note: The agreement is structured as a tax-exempt governmental obligation subject to annual appropriation. It does not constitute a general obligation debt of the Town, nor does it pledge ad valorem tax revenues. Payments are intended to be supported by the Sanitation Non-Ad Valorem Assessment, with the General Fund identified as a backup funding source, consistent with Florida municipal finance practices.

The agreement includes standard provisions commonly utilized by Florida municipalities, including a non-appropriation clause, insurance and risk management requirements, maintenance and operational responsibilities, and bank-qualified certification under federal tax law.

Funding to support this proposed four (4) year lease-purchase is available within the Sanitation Fund's adopted Budget and is expected to be included for consideration within future Budget requests.

Note: The Town's Purchasing Code – Section 2-244. Exemptions states:

This division shall not apply to:

1. The procurement of dues and memberships in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodicals and newspapers; advertisements; insurance brokerage; postage; legal and mediation services; professional medical services; services associated with the purchase or sale of real property; abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services; copyrighted materials or patented materials including, but not limited to, technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training; admission fees for parks and entertainment activities included in Town recreational programs;

Additionally, the procurement requirements of the Code do not apply to services that are exempt under Section 287.05, Florida Statutes, including financial and banking services. A lease-purchase or Government Obligation Contract is legally characterized as a financial instrument and financing mechanism, not as the procurement of goods. Competitive procurement requirements apply to the acquisition of the vehicle itself, not to the financing method used to fund the purchase.

The proposed four (4) year lease-purchase option financing was prepared by the proposed financing bank, KS StateBank, and reviewed by the Public Works Director, the Finance Director and the Town Attorney.

The Town has previously worked with the proposed banking firm, KS StateBank [currently maintain two (2) loans with this institution totaling approximately \$530,120.78], and they have provided a quality product and good customer service.

RECOMMENDATION:

I move to adopt Resolution No. 12-02-26 to approve a Lease-Purchase Finance Agreement with KS StateBank to purchase a 2026 Mack TE64R Sanitation Truck with Heil Front End Loader, in the amount of \$376,460; and authorize the Mayor to execute the proposed Four (4) Year Lease-Purchase Agreement.

RESOLUTION NO. _____, 2026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE EXECUTION OF A GOVERNMENT OBLIGATION CONTRACT WITH KS STATEBANK FOR THE FINANCING OF ONE (1) 2026 MACK TE64R SANITATION TRUCK WITH A 2025 HEIL FRONT END LOADER BODY; APPROVING THE TERMS AND CONDITIONS OF SAID CONTRACT; AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR ANNUAL APPROPRIATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (the "Town"), has identified the need to replace a critical sanitation vehicle to ensure the continued and reliable collection of solid waste services for its residents; and

WHEREAS, the Town has selected the acquisition of one (1) 2026 Mack TE64R sanitation truck equipped with a 2025 Heil front-end loader body as necessary equipment for essential governmental purposes; and

WHEREAS, the Town has received a financing proposal from KS StateBank in the form of a Government Obligation Contract, dated January 22, 2026, to finance the acquisition of said equipment in an amount not to exceed \$376,460.00,

WHEREAS, the proposed Government Obligation Contract provides for a four (4) year term with annual payments subject to lawful annual appropriation and does not constitute a general obligation or pledge of ad valorem taxation; and

WHEREAS, the Town Commission has reviewed the terms and conditions of the Government Obligation Contract and finds that agreeing is in the best interest of the Town and consistent with sound municipal financial practices;

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

SECTION 1. Approval of Financing Agreement.

The Town Commission hereby approves the Government Obligation Contract between the Town of Lake Park, Florida, and KS StateBank for the financing of one (1) 2026 Mack TE64R sanitation truck with a 2025 Heil front-end loader body, substantially in the form presented to the Commission.

SECTION 2. Authorization to Execute Documents.

The Mayor is hereby authorized and directed to execute the Government Obligation Contract and all related exhibits, certificates, schedules, and financing documents necessary to consummate the transaction, with such non-substantive modifications as may be approved by the Town Attorney. The Town Clerk is authorized to attest to said documents.

SECTION 3. Annual Appropriation.

The Town Commission hereby declares its present intent to appropriate, in each fiscal year during the term of the agreement, sufficient legally available funds to meet the Town's obligations under the Government Obligation Contract, subject to lawful annual appropriation.

SECTION 4. Source of Payment: No Pledge of Ad Valorem Taxes.

The Town Commission declares its present intent that payments due under the Government Obligation Contract shall be payable from legally available non-ad valorem revenues of the Town, including, but not limited to, the Sanitation Non-Ad Valorem Assessment. Nothing in this Resolution or the approved agreement shall be deemed to constitute a pledge of ad valorem taxation or the creation of a general obligation debt of the Town within the meaning of the Florida Constitution or applicable law.

SECTION 5. Effective date.

This resolution shall take effect immediately upon adoption.



2627 KFB PLAZA, SUITE 110E
MANHATTAN, KS 66503 | 877-587-4054

Item 5.

SENT VIA EMAIL: dbell@lakeparkflorida.gov; jmorales@lakeparkflorida.gov

January 23, 2026

Dwayne Bell
Town of Lake Park, Florida

Re: Financing for Town of Lake Park, Florida for One (1) 2026 Mack TE64R Truck, VIN: 1M2TE2GC5TM014608 with 2025 Heil Front End Loader Body, SN: HPE4972487

To Whom it May Concern:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through February 06, 2026 (subject to the Conditions to Funding on the attached Documentation Instructions).

Please note that depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Valaire Murphy
Client Relations

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

1. Attached Documentation

1. **Government Obligation Contract**
*An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A - Description of Equipment**
*Review equipment description. Complete serial number/VIN if applicable.
*List the location where the equipment will be located after delivery/installation.
3. **Exhibit B - Payment Schedule**
*Sign and print name and title.
4. **Exhibit C - Certificate of Acceptance**
*Sign and print name and title.
5. **Exhibit D - Obligor Resolution**
*Type in the date of the meeting in which the purchase was approved.
*Print or type the name and title of the individual(s) who is authorized to execute the Contract.
*The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
*The board secretary or board clerk of Obligor must attest the Resolution where indicated.
6. **Exhibit E - Bank Qualified Certificate**
*Sign and print name and title.
7. **Insurance Requirements**
*Complete insurance company contact information where indicated.
8. **Debit Authorization - (Preferred)**
*Complete form and attach a voided check.
9. **8038G IRS Form**
*Please read 8038 Review Form.
*In Box 2, type Employer Identification Number.
*Sign and print name and title.

2. Additional Documentation Required

1. Insurance certificate as stated on the Insurance Requirements Form
2. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
3. Front and back copies of MSO or title

3. Condition to Funding

If, for any reason: (i) the required documentation is not returned by May 09, 2026, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, STE 110E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor

Town of Lake Park, Florida
535 Park Avenue
Lake Park, Florida 33403

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of January 22, 2026

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.

(f) Obligor has never non-appropriated funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Contract.

(n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.

(o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of \$N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. Nothing herein shall constitute a pledge by Obligor of any ad valorem taxes to the payment of Contract Payments or any other amount coming due hereunder. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

Section 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

Title

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee and Obligor will peaceably surrender possession of the Equipment to Obligee.

Assignment

Section 7.01 Assignment by Obligees. All of Obligees' rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligees at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligees or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment, Sale or Transfer by Obligor. None of Obligor's right, title and interest under this Contract and/or in the Equipment may be assigned, sold or transferred by Obligor unless Obligees approve of such assignment, sale or transfer in writing before such assignment, sale or transfer occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment, sale or transfer will not jeopardize the tax-exempt status of the obligation.

Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State. Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agree in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default or Non-Appropriation. Whenever any Event of Default or Non-Appropriation exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) Upon written request by Obligees, Obligor shall, within a reasonable timeframe established by Obligees, use its best efforts to sell the Equipment in a commercially reasonable manner. Alternatively, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. Obligees may allow additional time for Obligor to deliver the Equipment provided Obligor is making a good faith effort to deliver the Equipment as quickly as possible. Upon receipt of the Equipment Obligees shall use its best efforts to sell the Equipment in a commercially reasonable manner. Upon sale of the Equipment by either Obligor or Obligees as provided herein, all proceeds of sale shall be applied: (i) first, to pay the reasonable costs of such sale including without limitation, amounts payable under Section 9.02(c), (ii) then, to pay any Contract Payments due and owing; and (iii) then pay the applicable Purchase Option Price. Any proceeds of sale remaining in excess of items (i), (ii) and (iii) above shall be paid to Obligor. If Obligor fails to deliver the Equipment to Obligees as provided herein, Obligees shall have the right to collect additional Contract Payments from the Obligor during the period of such failure in the exact amounts and on the dates due as set forth on Exhibit B of the Agreement and Obligor hereby pledges to make these additional Contract Payments from all available revenue sources of Obligor excepting only revenues obtained from ad valorem taxes. If the Obligor does not make such additional Contract Payments as provided for herein, then Obligees shall have the right to obtain a judgement against Obligor for an amount that is not less than the applicable Purchase Option Price, provided that any funds to pay the judgement shall come from all available revenue sources of Obligor excepting only revenues obtained from ad valorem taxes.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** When required hereunder, the Obligor shall, at its own expense, surrender the Equipment and all required documentation to evidence transfer of title from Obligor to the Obligees by delivering the Equipment to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** When required hereunder, the Equipment shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agree in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts and Electronic Signatures. This Contract may be simultaneously executed in several counterparts, including electronically, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract or the Equipment financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Town of Lake Park, Florida**KS StateBank**

 Signature

 Signature

Jaymie Paavola-Luckert, Vice President

 Printed Name and Title

 Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of January 22, 2026, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2026 Mack TE64R Truck, VIN: 1M2TE2GC5TM014608 with 2025 Heil Front End Loader Body, SN: HPE4972487

Physical Address of Equipment after Delivery: 650 Old Dixie Hwy, Lake Park, FL 33403

RE: Government Obligation Contract dated as of January 22, 2026, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Date of First Payment	January 22, 2027
Original Balance	\$376,460.00
Total Number of Payments	Four (4)
Number of Payments Per Year	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	22-Jan-27	\$109,265.76	\$23,528.75	\$85,737.01	\$298,452.12
2	22-Jan-28	\$109,265.76	\$18,170.18	\$91,095.58	\$203,631.44
3	22-Jan-29	\$109,265.76	\$12,476.71	\$96,789.05	\$104,221.44
4	22-Jan-30	\$109,265.76	\$6,427.40	\$102,838.36	\$0.00

Town of Lake Park, Florida

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of January 22, 2026, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds: General Funds

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Town of Lake Park, Florida

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of January 22, 2026, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of January 22, 2026, between Town of Lake Park, Florida (Obligor) and KS StateBank (Obligee).

2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____
(Typed or Printed Name and Title of Individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: _____
(Printed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: _____
(Printed Name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of January 22, 2026, between KS StateBank (Obligee) and Town of Lake Park, Florida (Obligor)

Whereas, Obligor hereby represents that it is a “Bank Qualified” Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the “Code”). (A “Bank Qualified Issuer” is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than “private activity bonds” as defined in Section 141 of the Code, excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such “qualified tax-exempt obligations”.

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code and excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

Town of Lake Park, Florida

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article 5 of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Town of Lake Park, Florida
535 Park Avenue
Lake Park, Florida 33403

Certificate Holder:

KS StateBank AOIA (and/or Its Assigns)
1010 Westloop Place
Manhattan, Kansas 66502-0069

1. Equipment Description

- * One (1) 2026 Mack TE64R Truck, VIN: 1M2TE2GC5TM014608 with 2025 Heil Front End Loader Body, SN: HPE4972487
- * Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- * The deductible amounts on the insurance policy should not exceed \$10,000.00.

3. Physical Damage

- * All risk coverage to guarantee proceeds of at least \$376,065.00.

4. Liability

- * Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

5. Additional Insured and Loss Payee

- * KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email vmurphy@ksstate.bank
or
Fax (785) 587-4016

Please complete the information below and return this form along with the Contract.

Town of Lake Park, Florida

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

Item 5.

* By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3366631	Payment Amount \$109,265.76	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account

☐ Checking

☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Town of Lake Park, Florida	
Signature	Printed Name and Title
Tax ID Number 59-6000355	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- * Due diligence review at regular intervals;
- * Identifying the official or employee responsible for review;
- * Training of the responsible official/employee;
- * Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- * Procedures reasonably expected to timely identify noncompliance; and
- * Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name Town of Lake Park, Florida		2 Issuer's employer identification number (EIN) 59-6000355
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 535 Park Avenue	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Lake Park, FL 33403		7 Date of issue 1/22/2026
8 Name of issue Government Obligation Contract		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Jaime Morales, Public Works Director		10b Telephone number of officer or other employee shown on 10a (561) 881-3345

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ► One (1) 2026 Mack TE64R Truck, VIN: 1M2TE2GC5TM014608 with 2025 Heil Front End Loader	18 386,194.27
19a If bonds are TANs or RANs, check only box 19a ► <input type="checkbox"/>	
b If bonds are BANs, check only box 19b ► <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box ► <input checked="" type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/22/2030	\$ 386,194.27	\$	4 years	6.250 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

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. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name H. Evan Howe	Preparer's signature HEvanHowe <small>Digitally signed by HEvanHowe DN: cn=HEvanHowe, o=KS StateBank, email=ehowe@ksstatebank.com Version: 1.0, Reason: I am the author of this document Date: 2026.01.23 11:08:01-0800 Full PDF Editor Version: 2025.3.0</small>	Date 1/23/2026	Check <input type="checkbox"/> if self-employed	PTIN P01438994
Firm's name ► Baystone Financial LLC			Firm's EIN ► 48-1223987	
Firm's address ► 10601 Mission Road, Suite 200, Leawood, KS 66206			Phone no. (800) 752-3562	

Form **8038-G** (Rev. 10-2021)



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 4, 2026

Originating Department: Finance

Agenda Title: Agreement - Acceptable Payees Indemnification - PNC Bank

Agenda Category: Consent

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

Cost of Item: N/A **Funding Source:** _____

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

Advertised:

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

Attachments: PNC Bank Acceptable Payees Indemnification Agreement

Please initial one:

n/a Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Finance Department has identified a need to consider an Acceptable Payees Indemnification Agreement with PNC Bank to enable all checks deposited by the Town through the Deposit On-Site (DOS) electronic services option (through PNC Bank) to be accepted by PNC Bank (regardless of name that is printed on the checks).

The Finance Department and PNC Bank have learned over the past few months, while using the DOS option (approved by the Town Commission on August 20, 2025 in an effort to improve customer service and reduce the Town's total costs), that a number of customers present checks made out to a variation of the Town's bank account name - Town of Lake Park (i.e., LP Sanitation, Lake Park Marina, Lake Park CRA, TOLP garbage, Lake Park Permit, etc.).

Further, the majority of checks received and processed by the Finance Department come from the mail or

our payment drop box (outside of Town Hall) and the Town does not have the option to work with the person/entity making the payment on the correct name to make the check payable.

As a result, PNC Bank is requesting this authorization to process a larger amount checks correctly for the Town and to continue to provide the highest levels of customer service to the Town's residents, businesses and stakeholders.

To participate in the program, PNC Bank requires authorization by the Town Commission to add this service to our current bank account.

The proposed Acceptable Payees Indemnification Agreement was prepared by the Town's banking vendor, PNC Bank, and reviewed by the Finance Director and the Town Attorney.

Recommended Motion:

I move to approve the Acceptable Payees Indemnification Agreement with PNC Bank; and authorize the Mayor to execute a letter to PNC Bank authorizing the Town to utilize this service.

ACCEPTABLE PAYEES INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is between Town of Lake Park (the "Company") and PNC Bank, National Association ("PNC") and is effective as of the date signed below.

RECITALS:

1. The Company (and, if applicable, other associated legal entities) maintains deposit accounts ("Account(s)") at PNC and utilizes one or more depository services with PNC; and
2. Company represents that it has a business need to deposit checks and other negotiable instruments ("Items") into the Account(s), and such Items may be payable to parties other than the Account owner, including but not limited to Company's subsidiaries, affiliates or other parties with a relationship to Company; and
3. Company utilizes one or more depository services at PNC which may include but is not limited to Remote Deposit Services, including Deposit On-Site, Image Cash Letter, ("Service(s)");
4. The deposit of Items payable to a party other than the Account owner may cause risk to PNC; and
5. PNC is willing to permit Company's deposit of the Items subject to the terms of this Agreement.

NOW THEREFORE, the parties, for good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

- A. The Items are payment for and will be used for lawful activities.
- B. The Items presented for deposit using the Service(s) will be subject at all times to the PNC service terms and conditions, as supplemented herein.
- C. Items permissible for deposit may only be deposited to the Account(s) noted in this Agreement and shall not include any accounts maintained by Company at PNC Bank Canada Branch.
- D. All legal entities and associated Account numbers covered by this Agreement will be listed on the attached Schedule A, and Schedule A may be updated from time to time upon written confirmation from the parties without further need to re-execute this Agreement.
- E. PNC requires representations, warranties and an indemnification from the Company as a prerequisite to permitting Items to be deposited into the Account(s) using the Service(s).
- F. Company hereby provides PNC with the following representations, warranties and indemnification:
 - a. Company includes all entities listed on Schedule A of this Agreement and

Company represents that either (i) all entities listed on Schedule A are under common ownership and control of Company; or (ii) Company has the right to enter this Agreement on behalf of those legal entities;

- b. Company is authorized by and has obtained the consent of each Item payee to deposit and/or otherwise negotiate each Item deposited to the Account(s) and each Item deposited to the Account(s) has been tendered to the Company voluntarily by the rightful payee;
 - c. Company guarantees that PNC is receiving good title to every Item deposited;
 - d. Company guarantees the endorsement on every Item deposited to the Account;
 - e. Company, on behalf of itself, its directors, employees, agents, officers, successors and assigns, and all other persons who might claim by or through it, hereby agrees to indemnify, defend and hold harmless PNC, its affiliates, subsidiaries, successors, assigns, officers, directors, agents or employees, from and against any and all actions and causes of action, suits, judgments, complaints, claims, demands, liabilities, losses, damages and expenses (including without limitation reasonable attorneys' fees and other litigation expenses and costs of settlement), of whatever kind, arising out of or relating to the subject matter of this Agreement; and
 - f. PNC may set off against any account of Company any amount Company may owe to PNC for any losses suffered by PNC for permitting Items to be deposited to the Account using the Service(s).
- G. This Agreement covers all Items no matter when the deposit occurred, whether before or after the execution of this Agreement.
- H. If PNC tenders a claim, suit or proceeding to the Company for the Company's indemnification and the Company fails or refuses to indemnify PNC, PNC will have the right but not the obligation to undertake its own defense, and settle the matter in its sole discretion, and will have a claim against the Company for all expenses and liabilities incurred thereby.
- I. Company hereby releases and discharges PNC from any and all actions and causes of action, damages, suits, costs, contracts, attorneys' fees, expenses, compensation, claims and demands whatsoever, of every kind, nature and description, whether now known or unknown, accrued or unaccrued, which Company now has or ever had against PNC from the beginning of the world to date of this Agreement, by reason of any matter, cause or thing whatsoever arising out of or relating to the subject matter of this Agreement.
- J. Company will, at its sole expense, cooperate with PNC and any investigations related to the subject matter of this Agreement, and Company will furnish all such books, papers, testimony of witnesses and other evidence as shall be reasonably required by PNC in any matter, whether action, suit, proceeding at law or in equity, or otherwise, now pending or hereinafter to be brought so as to better or more effectually enable PNC to recover any loss related to the Items from any responsible third party.
- K. Nothing in this Agreement guarantees that Items will be deposited without further

inquiry, and PNC retains the rights afforded to it under the service terms and conditions, including the right to refuse a deposit for processing.

- L. This Agreement shall be interpreted in accordance with the substantive laws of the State of New York. It contains the entire understanding between the Company and PNC, and it supersedes any and all prior agreements or understandings between PNC and the Company regarding the subject matter of this Agreement. This Agreement may not be amended except as stated herein or in a writing signed by both parties.
- M. The Company represents and warrants that the individuals signing below have all requisite corporate authority to sign on behalf of Company (including all entities listed on Schedule A) and that their signatures shall render this Agreement a binding obligation of the Company (and all legal entities listed on Schedule A) and enforceable against the Company or any entity listed on Schedule A (jointly or severally) in accordance with the terms.

Company Name: Town of Lake Park

Signature of Officer Authorized to Sign for Company

Roger Michaud

Printed Name

Mayor

Title

Date

SCHEDULE A

Please list the legal name of each Account owner and the Account number subject to this Agreement:

Account Name (Legal Entity Owner of Account)	Account Number
Town of Lake Park	12-0163-4645

This Schedule was completed on January 23, 2026 (date), and is intended to supersede all previously completed Schedules associated with this Agreement.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 4, 2026

Originating Department: Community Development

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

Agenda Category: Public Hearing-Ordinance Second Reading

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

Cost of Item: Legal display
Ad and Legal
Review **Funding Source:** Advertising, Legal

Account Number: 524-500-34920
514-108-31100 **Finance Signature:** Barbara Gould

Advertised: December 26,
2025,
January 25,
2026

Date: 2026 **Newspaper:** Palm Beach Post – regular legal ad

Attachments: Staff Report; Ordinance #01-2026; SB 954; Business Impact Estimate; Legal Notice

Please initial one:

_____Yes I have notified everyone

x _____ Not applicable in this case

Summary Explanation/Background:

The Community Development Department is requesting that the Town Commission consider Ordinance No. 01- 2026 that would amend Section 78-6 - Applications and Regulations for Reasonable Accommodation for Residents of Recovery Residences within the Town of Lake Park's Land Development Regulations (LDR's).

Recently approved state legislation (SB 954 - 2025) Code provides that the Town must amend its LDR's to ensure reasonable accommodation of certified recovery residences (a.k.a., sober homes), provide that the personnel-to-resident ratio for a certified recovery residence must be met only when the residents are at the residence, etc.

Note: The basic requirements of reasonable accommodation (Section 397.487, Florida Statute) provide that an individual who has been determined to be disabled and/or handicapped [as defined in the Americans with Disabilities Act (ADA) and/or the Fair Housing Amendments Act (FHA)], or a provider of services to the disabled, may request a modification or alteration in the application of a specific code provision, rule, policy or practice.

The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing. Under the ADA and the FHA, addiction is generally considered a disability as it is an impairment that affects the brain and neurological functions.

Typically, in Lake Park, an accommodation request generally is for a modification of the Town's definition of family, which limits the number of people living together in a household but unrelated to no more than 3 unrelated individuals.

Note: Generally, recovery residence houses provides for two (2) individuals per room, thus often resulting in 6 to 12 non-related individuals and requiring approval by a town magistrate (quasi-judicial hearing) to balance the need for the accommodation with the potential impact on the community.

The Town's existing code provisions include/address most of the SB 954 statutory requirements; however, there is a need to amend the LDR's to provide for the addition of state mandated maximum timeframes for review. Specifically, once an application is submitted, the Town has 30 days to require additional information to deem the application complete.

Once complete, the Town has 60 days to review, hold a magistrate hearing and issue a final, written determination. If no written determination is made in 60 days, the request is considered approved.

Additionally, staff is proposing the following additional changes to the LDR's to clarify and streamline the Town's existing process:

- Establishment of an expiration date for the approval: provides a maximum 120 days after approval for the recovery residence to start, or the approval will be considered expired.
- Deletion of the requirements for annual re-certification by the Town. Both the Town attorney and Staff believe this is no longer needed. By requiring any recovery residence to be state-certified, this triggers an annual review by the State. The Town would respond if any code violations are received.
- Revocation of the reasonable accommodation if the recovery residence is found in violation of conditions of its approval, or there has been a significant time lapse in its state license.

The proposed Ordinance (and amendments) was prepared by the Town Planner and reviewed by the Community Development Director and the Town Attorney.

The proposed Ordinance (and amendments) were considered by the Town of Lake Park's Planning and Zoning Board on January 5, 2026 and unanimously approved to be recommended to the Town Commission without additional conditions/suggestions.

The proposed Ordinance was approved on 1s Reading during the January 21, 2026 Town Commission Meeting (no proposed changes), and is now being presented on 2nd and final reading.

Note: The proposed Ordinance and amendments to Section 78-6 - Applications and Regulations for Reasonable Accommodation for Residents of Recovery Residences within the Town of Lake Park's Land Development Regulations has been properly advertised and noticed in accordance with state law (copy of legal ad is enclosed).

Recommended Motion:

I move to approve Ordinance #01-2026 on 2nd and final reading amending Section 78-6 - Applications and Regulations for Reasonable Accommodation for Residents of Recovery Residences within the Town of Lake Park's Land Development Regulations.



**TOWN OF LAKE PARK
TOWN COMMISSION
Meeting Date: February 4, 2026**

STAFF REPORT: COMMUNITY DEVELOPMENT DEPARTMENT

DESCRIPTION:

Ordinance 01-2026 on Second Reading (for final adoption):

Proposed amendments to section 78-6 of the Town's zoning code entitled "Applications and Regulations for Reasonable Accommodation for Residents of Recovery Residences", to include certain provisions required by the recently enacted Senate Bill 954 and additional modifications.

Request

The Community Development Department is requesting that the Town Commission consider adoption on second reading of Ordinance No. 01- 2026, to amend section 78-6 of the Town Code which provides for reasonable accommodation to regulate certified recovery residences. The amendments include certain provisions mandated by the recently enacted Senate Bill 954 (SB 954) and additional modifications proposed by staff.

SB 954 requires that all local governments adopt an ordinance establishing procedures for review and approval of certified recovery residences which includes a process for reasonable accommodation from any local land use regulation that might serve to prohibit such a use.

The Town already has in place a process for review and approval, however certain additions are needed due to the legislation. This process is codified within section 78-6 of the Town Code. This section, with the proposed amendments is contained in the proposed ordinance no. 01-2026, submitted along with this report.

Background

A certified recovery residence is a residential setting (i.e. house or apartment) that someone receiving treatment or post-treatment can live that provides a peer-supported, alcohol-free, and drug free living environment. The Town requires that a residence be certified through the Florida Association of Recovery Residences, Inc. (FARR), which is a credentialing entity approved by the department of children and families. It is also

required that the residence is actively managed by a” certified recovery residence administrator”

A recovery residence is not a substance abuse treatment center. Any treatment is conducted off-site.

“Reasonable accommodation” is a statutorily established method by which an individual who is disabled and/or handicapped [as those terms are defined in the Americans with Disabilities Act (ADA) and/or the Fair Housing Amendments Act (FHA), or a provider of services to the disabled], can request a modification or alteration in the application of a specific Code provision. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing.

Under the ADA and FHA addiction is generally considered a disability because it is an impairment that affects the brain and neurological functions. Addiction to alcohol is generally considered a disability whether the use of alcohol is in the present or in the past. For people with an addiction to opioids and other drugs, the ADA only protects a person in recovery who is no longer engaging in the current illegal use of drugs.

Reasonable Accommodation in Lake Park

The typical request for accommodation is for modification of the **Town’s definition of family** which limits the number of people living together in a household but unrelated to no more than 3 unrelated individuals. Typically a recovery residence houses 2 individuals per room, thus often resulting in 6-12 non-related individuals.

This “reasonable accommodation” would then allow a number of unrelated individuals to live in essence as a family, taking meals together, sharing chores, etc. This type of peer setting has been demonstrated to be valuable for recovery.

At this time, there are three FARR certified recovery residence in the Town. However, these recovery residences limited themselves to no more than three unrelated individuals they were not required to go through the reasonable accommodation process. Previous recovery residences that went through the Town’s reasonable accommodation process are no longer in existence.

Town’s Current Ordinance

The current version of the Town’s ordinance reflects updates in 2016 and 2018. At that time the Town needed a means to better regulate the influx of “sober homes” that occurred between 2010 and 2017, particularly in single-family districts. Many operators saw recovery residences merely as a means for financial gain, with little oversight of those residing in them. Neighborhoods were impacted by parked car, noise, and wondering individuals.

The current ordinance addressed many of those concerns by requiring 1) State certification of the recovery residence and 2) a certified administrator living on site.

The Town’s ordinance requires that anyone seeking a reasonable accommodation must apply to the Town describing the code relief requested, documenting the disabilities and

providing justification for the request. The request is considered by a town magistrate in a quasi-judicial hearing, where the need for the accommodation is balanced with the impact on the community.

The magistrate can take into consideration impacts on the neighborhood such as an overconcentration of recovery residences in one area or lack of parking, and deny the request. The magistrate can also condition approvals such as requiring all resident vehicles to be parked in a driveway. A “Reasonable Accommodation Order” is issued by a town magistrate following a public hearing, based on the facts presented by the applicant and town staff. Violation of conditions of approval are subject to code enforcement actions.

Proposed Amendments

Ordinance 01-2026 contains the proposed amendments. SB 965 is provided in **attachment 2**. As previously stated the Town currently has such an ordinance which addresses most of the statutory requirements.

However, a significant change to the Town code is the addition of state-mandated timeframes for review and determination as to whether a reasonable accommodation should be granted. This timeframe is shown below:

- Application must be “date stamped” by department when received.
- Once submitted, the Town has 30 days to require additional information, applicant has 30 days to respond.
- Once the application is deemed complete by the department, the Town has 60 days in which to issue a final written determination, unless the parties agree to a time extension.
For the Town, within those 60 days the department must review the application, formulate a recommendation and schedule a magistrate hearing with proper notice. The hearing must be held, and then an order issued with magistrate’s written determination and reasoning
- If no written determination is made in 60 days, the request is considered approved.

The statutory requirements do not substantially change the Town’s process, other than specifying the timeframe for a decision.

Unrelated to the statute, staff is also proposing the following additional changes:

- Establishment of an expiration date for the approval: provides a maximum 120 days after approval for the recovery residence to start, or the approval will be considered expired.
- Deletion of the requirements for annual re-certification by the Town. Both the Town attorney and Staff believe this is no longer needed. By requiring any

recovery residence to be state –certified, this triggers an annual review by the State. The Town would respond if any code violations are received.

- Revocation of the reasonable accommodation if the recovery residence is found in violation of conditions of its approval, or there has been a significant time lapse in its state license.

Consistency with the Comprehensive Plan

The ordinance is consistent with Comprehensive Plan policies:

Future Land Use Element, Policy 5.1:

The Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources, and protect these areas from physical degradation and the intrusion of incompatible uses.

Housing Element, Policy 4.3:

The Town shall enforce compliance with the Americans with Disabilities Act (ADA) in order to ensure that persons with disabilities have equal access to housing, employment and services

Legal Requirements

The required Economic Impact Estimate is included as attachment 4. There is no economic impact to existing businesses.

Notice of Hearing was published in the legal ad section of the Palm Beach Post on December 26, 2025, and notice of second reading was published January 25.(attachment 5)

Planning and Zoning Board Recommendation:

The Planning and Zoning Board considered the proposed amendments at its January 5, 2026 Public Hearing. No public comments were received and no changes to the ordinance were made. The Board voted 5-0 to recommend approval to the Town Commission.

Town Commission – January 21, 2026

The Town Commission unanimously approved Ordinance 01-2026 on first reading at the January 21 Public Hearing. No public input was received.

Proposed Motion for Town Commission:

“I move to approve Ordinance No. 01-2026 on second reading to amend section 78-6 of the Town Code which provides for reasonable accommodation to regulate certified recovery residences.”

ORDINANCE 01-2026

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

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 162, Florida Statutes; and

WHEREAS, the Town Commission has adopted certain land development regulations which have been codified in Chapter 78 of the Town Code, entitled “Zoning”; and

WHEREAS, regulations pertaining to recovery residences and reasonable accommodation are contained within Section 78-6 of the Town’s Code of Ordinances; and

WHEREAS, Senate Bill (SB) 954 mandates that certain requirements must be included in a local government ordinance regulating recovery residences; and

WHEREAS, the Community Development Department has recommended amending Section 78-6 of the Town’s Code of Ordinances for consistency with SB 954; and

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

Section 1. The whereas clauses are incorporated herein as the legislative findings of the Town commission.

Section 2. Chapter 78, Article I, Section 78-6 is hereby amended to read as follows:

Sec. 78-6. Applications and regulations for reasonable accommodation for residents of recovery residences.

(a) *Definitions.*

Counseling means the process, conducted in a facility licensed under F.S. ch. 397, of engaging a client in a discussion of issues associated with the client's substance abuse and associated problems in an effort to work toward a constructive resolution of those problems and ultimately toward recovery.

Certified recovery residence administrator means a recovery resident administrator who has been certified and maintained certification from a credentialing entity approved by the department of children and families.

Certified recovery residence means a recovery residence that holds a valid certificate of compliance from a credentialing entity approved by the department of children and families, and is actively managed by a certified recovery residence administrator.

Disabled individual or a disabled person means an individual meeting the definition of "disability" set forth in 42 U.S.C.S. § 12102 of the American with Disabilities Act (ADA) means someone having: (i) a physical or mental impairment which substantially limits one or more major life activities; (ii) a record of having such impairment; and (iii) who is regarded as having such an impairment.

Housing provider means a person or entity which provides housing for individuals disabled due to substance abuse.

Licensed service provider means a public agency under F.S. ch. 397, a private for-profit or non-for-profit agency under F.S. ch. 397, a physician or any other private practitioner licensed under this chapter, or a hospital that offers substance abuse services through one or more licensed service components.

Qualifying entity shall mean, a licensed service provider in the State of Florida as defined by F.S. § 397.311(18), or an entity who is in the business of providing recovery residences for individuals disabled due to substance abuse.

Recovery means a process of personal change through which individuals achieve abstinence from alcohol or drug abuse and improve health, wellness, and quality of life.

Recovery residence means a residential dwelling unit, or other form of group housing that is offered or advertised through any means including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug free living environment.

Recovery residence administrator means the person responsible for the overall management of the recovery residence, including but not limited to, the supervision of residents and staff employed by, or volunteering for, the residence.

Service component or component means a discrete operational entity within a service provider which is subject to licensing as defined by the rules adopted to implement F.S. ch. 397.

Substance abuse means the misuse of, or dependence on alcohol, illicit drugs, or prescription medications.

Treatment means specific clinical and services such as individual and group counseling.

(b) Application:

This section implements the policy of the town for processing reasonable accommodation applications for persons with disabilities and who are in recovery from substance abuse. Any applicant whether a disabled individual, housing provider, or a qualifying entity may apply for a reasonable accommodation with respect to the town's land use or applicable zoning laws, codes, rules, practices and/or procedures by submitting an application on the town approved form which is available in the town's Community Development Department ("department"). At a minimum the form shall include the name and contact information of the applicant's authorized representative, the property address and parcel identification number, a description of the accommodation requested, and the specific regulation or policy from which relief is sought.

- (1) All qualifying entities shall submit as part of an application for a reasonable accommodation, proof of the licensable service component the qualifying entity holds pursuant to F.S. ch. 397.
- (2) Applicants requesting a reasonable accommodation from the definition of the term family who are seeking to operate a recovery residence where unrelated individuals who are disabled by substance abuse will live together as a family shall submit an application on the town's approved form and provide the information requested therein together with such information as the town may reasonably deem to be necessary to demonstrate that the entity has been certified as a recovery residence by a state approved credentialing entity, or has been recognized or sanctioned by Congress (Oxford House) to operate the proposed recovery residence
- ~~(3) — Applicants making application for a reasonable accommodation whether individually, through a qualifying entity or as a housing provider, shall submit proof that each individual who will reside in a recovery residence is disabled due to the individual's handicap or disability by substance abuse.~~
- ~~(4)~~(3) Applicants making applications to operate a recovery residence shall identify the recovery residence administrator who is responsible for the overall management and the supervision of residents and any staff. Applicant shall submit such information as is necessary to document that the recovery residence will be managed by a recovery residence administrator who resides within the residence and has been certified by a state approved credentialing entity.
- ~~(5) — An applicant for a reasonable accommodation under this section shall submit an application using a form which is available in the town's community development department ("department"). The information on the form must be complete before it will be submitted to the town's special magistrate for consideration.~~
- ~~(6) — The town shall display a notice in the town's public notice bulletin board (and shall maintain copies available for review in the department, the~~

~~building/permitting division, and the town clerk's office), advising the public that an application for a reasonable accommodation as provided in this section has been submitted to the department.~~

~~(7)~~(4) A disabled individual, qualifying entity, or housing provider who has applied for a reasonable accommodation may be represented at all stages of the reasonable accommodation proceedings by a person designated by the disabled individual as their authorized agent. Any authorized agent representing an individual, a qualifying entity or housing provider shall include as part of its application a written authorization designating the individual as the agent authorized to legally bind the applicant to the representations in the application, or any conditions agreed to or imposed as part of the order of the special magistrate.

(5) An individual, qualifying entity, or housing provider who is the tenant of the property owner and making a request for a reasonable accommodation, shall submit information disclosing the owner or the property and written confirmation from the owner demonstrating that it has consented to the submission of the request for a reasonable accommodation.

~~(8)~~(6) No application fee shall be imposed by the department in connection with an application for a reasonable accommodation, however an appropriate escrow fee shall be collected to cover costs of legal notice as required by the Town.

~~(c) An individual, qualifying entity, or housing provider who is the tenant of a property owner and making a request for a reasonable accommodation, shall submit information disclosing the owner of the property and written confirmation from the owner demonstrating that it has consented to the submission of the request for a reasonable accommodation.~~

(c) Procedures for Review and Determination of Reasonable Accommodation

(1) Application for Reasonable Accommodation shall be submitted to the Community Development Department.

(2) Upon receipt of a complete application as determined by the department, the application shall be date-stamped.

(3) If additional information is needed the department shall notify the applicant in writing within 30 days of receipt, specifying the information needed.

(4) The applicant shall provide the requested information within 30 days of the request.

(5) Once the application is deemed complete, the department shall schedule a hearing before the town special magistrate.

(6) The town shall display a notice in the town's public notice bulletin board (and shall maintain copies available for review in the department, the building/permitting division, and the town clerk's office), advising the public that

an application for a reasonable accommodation as provided in this section has been submitted to the department.

(7) The town shall be responsible for mailing via certified mail a notice to all property owners within 300 feet of the subject property containing the date and time of the Special Magistrate's hearing to consider the application.

(8) The town magistrate shall issue a final written determination on the application within 60 days of a completed application, unless the parties agree in writing to a reasonable extension of time.

(9) The final determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

(10) If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

~~(d) Applicants for a reasonable accommodation shall have the burden of establishing that the individuals on whose behalf the application has been submitted are protected under the provisions of the FHA and/or ADA. The applicant shall also demonstrate that the accommodation being sought for all of the individuals who will occupy the recovery residence are reasonable and necessary.~~

~~(e)~~(d) All applications for a reasonable accommodation shall be considered by the town's Special Magistrate pursuant to the quasi-judicial procedures of section 2-2 of the Town Code.

(1) Applicants for a reasonable accommodation shall have the burden of establishing that the individuals on whose behalf the application has been submitted are protected under the provisions of the FHA and/or ADA. The applicant shall also demonstrate that the accommodation being sought for all of the individuals who will occupy the recovery residence is reasonable and necessary.

(2) The town's special magistrate shall consider requests for reasonable accommodation, and shall determine whether: the requested accommodation is reasonable and necessary; the recovery residence has been certified by a state approved credentialing entity or is recognized or sanctioned by Congress to operate the proposed recovery residence; the proposed recovery residence is managed by a recovery residence administrator who has been certified by a state approved credentialing entity unless the recovery residence is one that has been recognized or sanctioned by Congress to operate the proposed recovery residence; whether the approval of the request would create an

administrative and/or financial burden on the town; and the extent to which the request would fundamentally alter the zoning scheme of the town.

~~The town shall be responsible for mailing via certified mail a notice containing the date and time of the Special Magistrate's hearing to consider the application.~~

- (3) The Special Magistrate must ~~may~~: (1) grant the reasonable accommodation application as requested in the application; (2) grant a portion of the application determined by the Special Magistrate to be a reasonable accommodation given the circumstances and the nature of the request (3) grant the application with conditions to effectuate a reasonable accommodation; or (4) deny the reasonable accommodation requested. The special magistrate may impose conditions on the operation of the recovery residence to ensure that the residents thereof are protected; and that the public's health, safety and general welfare will be furthered. If denied, the special magistrate must state with specificity the objective, evidence-based reasons for denial and identify any deficiencies or actions necessary for reconsideration.
- (4) The town magistrate shall issue a final written determination on the application within 60 days of a completed application, unless the parties agree in writing to a reasonable extension of time.
- (5) If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.
- (6) ~~All decisions of the Special Magistrate shall be in writing.~~ The written decision of the Special Magistrate shall constitute a final order and shall be sent to the applicant by certified mail, return receipt requested, at the address specified by the applicant on the application form.
- (7) If denied the applicant may file a notice of appeal of the final order by writ of certiorari within 30 days of the date it is rendered.
- ~~(f) All reasonable accommodation requests approved by the special magistrate and implemented by an applicant are valid for one year.~~
- (e) All reasonable accommodation requests approved by the special magistrate shall be implemented within 120 days from approval, or the approval shall be considered expired.
- ~~(g) All approved and implemented reasonable accommodations shall be submitted annually to the special magistrate, prior to the anniversary date of the special magistrate's initial approval of the reasonable accommodate request the re-certification of the reasonable accommodation by the special magistrate.~~
- ~~(h) Those residences which have previously obtained a reasonable accommodation from the town magistrate shall request for the renewal of the reasonable accommodation for a one year term no later than October 1, 2018. In the event, that a re-certification of the reasonable accommodation previously granted by the~~

~~magistrate is not made, the reasonable accommodation previously granted by the magistrate shall be deemed to have expired.~~

- ~~(i) An applicant for a reasonable accommodation, or for re-certification by the magistrate of a reasonable accommodation previously granted, shall submit an application on the town's form and provide all of the information requested in the form to the department.~~
- ~~(j) The town's special magistrate shall consider requests for reasonable accommodation, including re-certifications, and shall determine whether: the requested accommodation is reasonable and necessary; the recovery residence has been certified by a state approved credentialing entity, or is recognized or sanctioned by Congress to operate the proposed recovery residence; the proposed recovery residence is managed by a recovery residence administrator who has been certified by a state approved credentialing entity unless the recovery residence is one that has been recognized or sanctioned by Congress to operate the proposed recovery residence; the approval of the request would create an administrative and/or financial burden on the town; and the extent to which the request would fundamentally alter the zoning scheme of the town.~~
- ~~(k) The special magistrate may impose conditions on the operation of the recovery residence to ensure that the residents thereof are protected; and that the public's health, safety and general welfare will be furthered.~~
- ~~(l) The requirements herein shall apply to those individuals, qualifying entities or housing providers who have previously been granted a reasonable accommodation, are requesting re-certification of the reasonable accommodation; and those who request a reasonable accommodation to operate a recovery residence in the town after the effective date of this section.~~
- (f) All approved reasonable accommodations shall obtain a business tax receipt from the Town prior to commencing operation.

(g) Revisions to Original Approval Order

Any changes to the use or property desired by the applicant or identified by the Town, state, or any certifying or licensing entity after approval which require an additional reasonable accommodation or amendment to the original reasonable accommodation approval shall be processed as an amendment to the original approval and such amendment application shall follow the same application and review process set forth herein for an original reasonable accommodation request.

(h) Revocation of reasonable accommodation.

- (1) Any reasonable accommodation received shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable

accommodation by a court of law or by the special magistrate hearing code enforcement cases.

(2) Failure to obtain state certification or a required state license, or failure to maintain state certification or a required state license or alternate certification permitted by this section if not reinstated in 120 days, shall result in revocation of the reasonable accommodation and cessation of operations within sixty (60) days of termination of the license

(i) This section does not relieve the Town of its obligations under the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et. seq/ and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et. seq. The regulations for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant

~~(m)~~(j) If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word in this section is declared unconstitutional by a court of competent jurisdiction, the declared unconstitutional provision shall not affect any other part, section, subsection, paragraph, sentence, phrase, clause, term, or word of this section.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect upon execution.

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2 An act relating to certified recovery residences;
3 amending s. 397.487, F.S.; requiring, by a specified
4 date, the governing body of each county or
5 municipality to adopt an ordinance to establish
6 procedures for the review and approval of certified
7 recovery residences; requiring that such ordinance
8 include a process for requesting reasonable
9 accommodations from any local land use regulation that
10 serves to prohibit the establishment of a certified
11 recovery residence; specifying criteria for the
12 ordinance; providing that the ordinance may establish
13 additional requirements for the review and approval of
14 reasonable accommodation requests; requiring that such
15 additional requirements be consistent with federal law
16 and not conflict with the act; prohibiting the
17 ordinance from requiring public hearings beyond the
18 minimum required by law; providing that the ordinance
19 may include provisions for revocation of a granted
20 accommodation for cause, if the accommodation is not
21 reinstated within a specified timeframe; providing
22 construction; amending s. 397.4871, F.S.; providing
23 that the personnel-to-resident ratio for a certified
24 recovery residence must be met only when the residents
25 are at the residence; providing that a certified
26 recovery residence administrator for Level IV
27 certified recovery residences which maintains a
28 specified personnel-to-patient ratio has a limitation
29 on the number of residents it may manage; providing an

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effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (15) and (16) are added to section 397.487, Florida Statutes, to read:

397.487 Voluntary certification of recovery residences.—

(15) (a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date-stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of

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a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to

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maintain certification or licensure required under this section,
if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable
accommodation process does not relieve the local government from
its obligations under the Fair Housing Amendments Act of 1988,
42 U.S.C. ss. 3601 et seq., and Title II of the Americans with
Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for
which the applicant is seeking a reasonable accommodation must
not facially discriminate against or otherwise disparately
impact the applicant.

(16) The application of this section does not supersede any
current or future declaration or declaration of condominium
adopted pursuant to chapter 718; any cooperative document
adopted pursuant to chapter 719; or any declaration or
declaration of covenant adopted pursuant to chapter 720.

Section 2. Paragraph (c) of subsection (8) of section
397.4871, Florida Statutes, is amended to read:

397.4871 Recovery residence administrator certification.—

(8)

(c) Notwithstanding paragraph (b), a Level IV certified
recovery residence operating as community housing as defined in
s. 397.311(9), which residence is actively managed by a
certified recovery residence administrator approved for 100
residents under this section and is wholly owned or controlled
by a licensed service provider, may:

1. Actively manage up to 150 residents so long as the
licensed service provider maintains a service provider
personnel-to-patient ratio of 1 to 8 and maintains onsite
supervision at the residence during times when residents are at

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the residence ~~24 hours a day, 7 days a week,~~ with a personnel-
to-resident ratio of 1 to 10.

2. Actively manage up to 300 residents, so long as the
licensed service provider maintains a service provider
personnel-to-patient ratio of 1 to 8 and maintains onsite
supervision at the residence during times when residents are at
the residence with a personnel-to-resident ratio of 1 to 6.

A certified recovery residence administrator who has been
removed by a certified recovery residence due to termination,
resignation, or any other reason may not continue to actively
manage more than 50 residents for another service provider or
certified recovery residence without being approved by the
credentialing entity.

Section 3. This act shall take effect July 1, 2025.

[Attachment 4](#)

Town of Lake Park

Business Impact Estimate Form

*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be **included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website** for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of Proposed Ordinance

ORDINANCE 01-2026

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING SECTION 78-6 "APPLICATIONS AND REGULATIONS FOR REASONABLE ACCOMMODATION FOR RESIDENTS OF RECOVERY RESIDENCES" OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK IN ACCORDANCE WITH SECTION 387.487(15)(A), FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Section A

Based on a review of the proposed ordinance (choose one):

- ☐ The Town has determined that the statutory exemption(s) identified below apply to the proposed ordinance and no Business Impact Estimate is required.
- ☒ The Town has determined that the statutory exemption(s) identified below apply to the proposed ordinance; however, the Town has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The Town has prepared a Business Impact Estimate pursuant to section 166.041(4), Florida Statutes

Exemptions

If one or more boxes are checked below, this means that the Town has determined that a Business Impact Estimate is not required by state law for the proposed ordinance:

☒ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement one of the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S., and development agreements as authorized by the Florida Local Government Development Agreement Act (ss. 163.3220-163.3243, FS);

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

d. Section 553.73, Florida Statutes, relating to the Florida Building Code; Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

*If an exemption in Section A is applicable, then only Section A needs to be completed.
If there is no exemption in Section A, Section B must be completed.*

Section B

This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

Amendments to the Town Code, section 78-6 that provides for the processing and review of recovery residences through the reasonable accommodation process. The amendments are needed to reflect new statutory requirements imposed by SB 954. The Town has also made other modifications to update the section.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

- a) An estimate of direct compliance costs that businesses may reasonably incur.

There will be no economic impact on existing businesses in the Town

- b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

There is no fee involved, only escrow to cover advertising costs which already exists in the code section.

3. An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

No impact on Town's regulatory costs.

4. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

5. Additional information/methodology for preparation, if any:

While the ordinance contains verbiage required by SB 954, the Town has also updated certain portions independent of any statutory requirements.

Prepared by:

Karen Golonka

Print name and title

December 11, 2025

Date

Karen J Golonka

Signature

Copy Uploaded to the Web on _____ Initials_____

LEGAL AD – TO RUN JANUARY 25, 2026

LEGAL NOTICE OF PROPOSED ORDINANCE TOWN OF LAKE PARK

Please take notice that on
Wednesday, February 4, 2026 at
6:30 p.m. or soon thereafter the
Town Commission, of the Town of
Lake Park, Florida to be held at 535
Park Avenue, Lake Park, Florida
33403 will consider the following
Ordinances on second reading and
proposed adoption thereof:

ORDINANCE 01-2026
AN ORDINANCE OF THE TOWN
COMMISSION OF THE TOWN OF
LAKE PARK FLORIDA, AMENDING
THE TOWN CODE OF ORDINANCES,
CHAPTER 78, ARTICLE I, SECTION
78-6, ENTITLED "APPLICATIONS
AND REGULATIONS FOR REASON-
ABLE ACCOMMODATIONS OF RESI-
DENTS OF RECOVERY RESIDENCES";
PROVIDING FOR THE REPEAL OF
LAWS IN CONFLICT; PROVIDING
FOR SEVERABILITY; AND PROVID-
ING FOR AN EFFECTIVE DATE.

If a person decides to appeal
any decision made by the Town
Commission with respect to any
hearing, they 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.
For additional information, please
contact Vivian Mendez, Town Clerk
561-881-3311.

at 561-881-3311.

Vivian Mendez, MMC, Town Clerk
Town of Lake Park, Florida
PUB: January 25, 2026 - The Palm
Beach Post
January 25 2026
LSAR0445039