



Lake Park Town Commission, Florida

Regular Commission Meeting

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

Wednesday September 16, 2026

Immediately following the Final Public Budget Meeting

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

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

CIVILITY AND DECORUM

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT:

- [1.](#) Proclamation - Gold Star Mother's and Family's Day - September 27, 2026
- [2.](#) Proclamation - National Voter Education Week - October 5, 2026 to October 9, 2026
- [3.](#) Presentation, Discussion & Direction - 10th Street Road and Green Infrastructure (Stormwater) Improvements Project (60% Design)

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.

- [4.](#) Commission Budget Workshop #3 Minutes - August 26, 2026
- [5.](#) Regular Commission Meeting Minutes - September 2, 2026
- [6.](#) Town of Lake Park FY 2027 Budget Meeting Minutes - First Public Hearing - September 8, 2026
- [7.](#) Resolution 79-09-26 - 2027 Annual Plan of Service - Town of Lake Park Library
- [8.](#) Resolution 80-09-26 – Donation - Children's Library Room Furniture - Friends of the Lake Park Public Library - \$4,445.16

- [9.](#) Resolution 81-09-26 – Donation - Library Rose Garden Bench - Friends of the Lake Park Public Library - \$535
- [10.](#) Resolution 82-09-26 - Cancel Town Commission Regular Meeting – October 21, 2026 (Per Town Code)
- [11.](#) Resolution 83-09-26 - Exclusive Easement and Partial Release – Seacoast Utility Authority (SUA) – 12th Street and Town of Lake Park Public Works Property

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

- [12.](#) Ordinance 09-2026 – Amendment - Town of Lake Park Code of Ordinances – Chapter 67 – Article II - Platting, Conceptual Plan and Development Plan - Section 67-37. - Development Plan Review; General Procedures - 1st Reading

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

NEW BUSINESS:

- [13.](#) Resolution 84-09-26 - Renewal - Property and Casualty Insurance - Florida Municipal Insurance Trust (FMIT) - FY 2027
- [14.](#) Resolution 85-09-26 - Employee Benefits [Medical Insurance - CIGNA, Dental Insurance - CIGNA, COBRA Administration – Upswing, Vision Insurance - Humana, Basic Life and Accidental Death & Dismemberment, Supplemental Life, Short Term Disability & Long-Term Disability - The Hartford] - FY 2027 - \$1,076,455
- [15.](#) Resolution 86-09-26 - Amendment - Article 27 - Wage Scale - Collective Bargaining Agreement - The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) - 3-Year Contract
- [16.](#) Resolution 87-09-26 – Agreement (Piggyback) – Approve Purchase of Twelve (12) Dell Pro 14 Plus Laptops – \$17,152.92 2026 (LSTA Grant)
- [17.](#) Resolution 88-09-26 – 2026-2027 State Aid to Libraries Grant Agreement – State of Florida’s Division of Library and Information Services (DLIS) - \$6,656
- [18.](#) Resolution 89-09-26 – Master Services Agreement (Renewal) - Civic Plus Agenda & Meeting Management Essentials Platform - \$10,574.90

- [19.](#) Amendment - Fiscal Year 2027 Town of Lake Park Pay Grade Chart & Pay Grade
Reclassifications – Three (3) Positions – Effective October 1, 2026 (FY 2027)

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on
October 7, 2026.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Town Clerk

Agenda Title: Proclamation - Gold Star Mother's and Family's Day - September 27, 2026

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

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

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

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

Advertised: _____

Date: _____ **Newspaper:** _____

Attachments: Proclamation

Please initial one:

VM _____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

Honoring Gold Star families has been very important within the Town of Lake Park and has been an

ongoing activity since the 1970's, when the Garden Club of Lake Park had maintained a Blue Star Memorial Highway Marker in Kelsey Park. Later, in 2018, the Town installed a Gold Star Family Memorial Marker in Kelsey Park, where it remains to this day.

Note: Town staff is working with VFW Post 9610 to replace the current Veterans Memorial located in Kelsey Park and update the names with additional Lake Park residents that were killed in action. Once the names are updated, a new plaque and refurbished stone will be installed.

The term Gold Star family is a reference that comes from the Service Flag/Banners, which were first flown by families during World War I. The flag included a blue star for every immediate family member serving in the armed forces of the United States, during any period of war or hostilities in which the armed forces of the United States were engaged. In the event of a death, the blue star was replaced with a gold variant — the highest honor.

In 1936, President Franklin D. Roosevelt began honoring the mothers of deceased service members and designated the last Sunday of September as National Gold Star Mother's Day and in 2011, President Barack Obama amended this memorial to include families and designated this important day of remembrance as "Gold Star Mother's and Family's Day."

As a result, the Town Commission wishes to honor Gold Star Mother's and Families on Sunday, September 27, 2026 and approve the proposed proclamation.

Ms. Lauren Berkson, who led the charge in helping the Town of Lake Park place a Gold Star Memorial Marker in Kelsey Park, will be in attendance to accept the proclamation on behalf of Gold Star Mother's and Families.

Recommended Motion:

I move to approve the proclamation honoring Gold Star Mother's and Families on Sunday, September 27, 2026 in the Town of Lake Park, Florida.

**HONORING GOLD STAR
MOTHER'S AND FAMILY'S DAY,
September 27, 2026**

WHEREAS, we honor the memories of the patriots who served our Nation, defend our freedom, and made the ultimate sacrifice, that is, losing their life when confronting enemies of our nation. for our country; and

WHEREAS, the Gold Star Lapel Button identifies those who are recognized by Congress to be called Gold Star Family Members, those affected by the loss of a loved one that lost their lives due to hostile enemy action; and

WHEREAS, we hold close to our hearts the Gold Star mothers and fathers, wives and husbands, sisters and brothers, daughters, and sons, and other loved ones, who grieve their loss and carry on their legacy; and

WHEREAS, each of our service members is a link in the chain of honor that stretches back to the founding days of our Nation; and

WHEREAS, to everyone who has loved and lost someone in the service of our country and to everyone with a loved one still missing or unaccounted for, we know how hard these days of remembrance are; and

WHEREAS, we join Gold Star families in their grief and express our gratitude to our fallen heroes, gratitude for the sacrifices of the families left behind, and gratitude to the brave souls who continue to uphold the flame of liberty all across our country and around the world; and

WHEREAS, because of them, our country stands today. We honor Gold Star Mother's and Family's Day, we recommit to making a more perfect Union, for which our fallen heroes lived and died.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly recognize Gold Star Mother's and Family's Day, September 27, 2026.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 16th day of September 2026.

ATTEST:

BY: _____
Roger Michaud, Mayor

Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026
Originating Department: Proclamation - National Voter Education Week - October 5, 2026 to October 9, 2026
Agenda Title: October 5, 2026
Agenda Category: (i.e., Consent, New Business, etc.): Special Presentation/Report
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: Proclamation

Please initial one:

_____ Yes I have notified everyone
 JKC _____ Not applicable in this case

Summary Explanation/Background:

The Town Commission is requested to consider declaring National Voter Education Week on October 5, 2026 to October 9, 2026, which is a nonpartisan initiative to promote voter education and engagement to ensure voters are empowered with the tools, information, and confidence to engage in voting and encourage active participation of our citizens, resulting in a strong democracy.

A representative from the Office of the Superintendent of Elections is expected to be in attendance and will accept the Proclamation during the Commission meeting.

Recommended Motion:

I move to approve to proclaim National Voter Education Week on October 5, 2026 to October 9, 2026 within the Town of Lake Park, Florida.

**PROCLAMATION DECLARING OCTOBER 5 – OCTOBER 9, 2026, AS
NATIONAL VOTER EDUCATION WEEK**

Whereas National Voter Education Week was first launched in 2020 as a nationwide, nonpartisan initiative to help citizens better understand voter registration, their ballot, and the voting process; and

Whereas this annual effort was created to equip voters—especially young people and first-time voters—with the tools and knowledge needed to participate fully and confidently in elections; and

Whereas research published in the *Election Law Journal* has shown that voter education initiatives increase voter confidence in the security and fairness of elections, helping citizens trust that their votes are counted; and

Whereas recent data shows that 47% of young people ages 18–29 cast ballots in the 2024 U.S. presidential election, reflecting increased engagement when voters are informed and supported; and

Whereas the right to vote is a cornerstone of American democracy, ensuring that every citizen has a voice in shaping the future of our communities, state, and nation; and

Whereas an informed and engaged electorate is essential to the health and vitality of our democratic system; and

Whereas communities nationwide join together during this week to promote civic education, encourage participation in elections, and strengthen the foundation of our democracy;

NOW, THEREFORE, be it resolved that I, Roger Michaud, Mayor of the Town of Lake Park, Florida, do hereby proclaim October 5 – October 9, 2026, as:

National Voter Education Week

and urge all residents, public officials, schools, libraries, community organizations, and media to join in providing accurate, accessible information about registration, voting procedures, and candidates in order to empower every eligible citizen to vote with understanding and confidence.

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

BY:

Mayor Roger Michaud

ATTEST:

Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Public Works

Agenda Title: Presentation, Discussion & Direction - 10th Street Road and Green Infrastructure (Stormwater) Improvements Project (60% Design)

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

Cost of Item: N/a **Funding Source:** N/A - Discussion item; design services previously authorized Resolution 103-12-25.

Account Number: N/a **Finance Signature:** _____

Advertised:

Date: N/a **Newspaper:** N/a

Attachments: Project Plans – 60%

Project Presentation Materials – Microsoft Power-Point Slides

Please initial one:

_____ Yes, I have notified everyone.

√ _____ Not applicable in this case

Summary Explanation/Background:

In November 2025, The Town Commission approved the design and engineering for the proposed 10th Street Road and Green Infrastructure (Stormwater) Improvements Project.

The proposed project extends along 10th Street from Park Avenue to Silver Beach Road and is centered on stormwater and resiliency improvements integrated with roadway reconstruction and complementary corridor enhancements. The approved scope includes green infrastructure, pedestrian and multimodal facilities, street lighting, landscaping, utility coordination, permitting, cost estimating, and bidding support.

At this time, the Town's contracted engineering firm, Baxter & Woodman, Inc. has completed approximately 60% of the project design and the Town Commission is being requested to provide review and provide direction on the project to ensure that the corridor improvements continue to reflect the Town's priorities for stormwater resiliency, roadway function, multimodal mobility, pedestrian safety, community character and long-term maintainability.

At the current design stage, Baxter & Woodman has developed an overall corridor plan and typical roadway sections within the available 60-foot right-of-way. The proposed sections generally incorporate 11-foot travel lanes, sidewalks, a 10-foot multimodal pathway, and bioswale or landscaped areas, with a three-lane section proposed where an additional operational or turning lane is required. These elements establish the design framework that will guide continued refinement of the project.

On November 5, 2025, the Town Commission approved the evaluation committee ranking for RFQ #115-2025 and authorized negotiations with Baxter & Woodman, Inc. On December 17, 2025, the Town Commission approved a Professional Engineering and Design Services Agreement with Baxter & Woodman, Inc. in the amount of \$423,898 (Resolution #103-12-25).

The current design Agreement is funded utilizing Community Development Block Grant (CDBG) Mitigation Program administered by Florida Commerce.

A stakeholder workshop was conducted on April 25, 2026, in the Town's Commission Chambers to present preliminary project design plans, identify operational and community considerations, and obtain feedback before further design advancement. Discussion focused primarily on the configuration and user delineation of the 10-foot multimodal pathway, pedestrian crossings, the potential for limited on-street parking, street-lighting configuration and the selection and long-term maintenance of plant material within the bioswale and grass-swale areas.

The purpose of this Agenda Item is to provide the Town Commission with an update on the project's design as well as to provide direction various project design elements:

- Corridor Configuration: Confirm whether the proposed overall corridor plan and typical roadway sections should remain the basis for continued design development.
- Multimodal Pathway: Confirm the proposed 10-foot shared pathway and provide direction regarding pavement treatment, bicycle and pedestrian delineation, pavement markings and signage.
- Pedestrian Crossings: Confirm whether pedestrian crossings should be evaluated at side-street intersections, subject to engineering feasibility, sight distance, accessibility and traffic-safety considerations.
- Limited On-Street Parking: Confirm whether limited parking opportunities should be evaluated only where they can be accommodated without compromising drainage performance, pedestrian safety or continuity of the multimodal pathway.
- Street Lighting: Provide direction regarding the preferred lighting approach, recognizing that decorative fixtures, pole placement, utility clearances, permitting, installation feasibility and recurring monthly costs remain subject to coordination with FPL and applicable standards.
- Bioswale Landscaping: Establish the Town's priorities for appearance, stormwater performance, irrigation requirements, and long-term maintenance, with emphasis on durable, Florida-adapted plant material compatible with bioswale function and hydraulics.

Fiscal Impact:

There are no additional requests for funding/appropriation, construction authorization or amendment to the previously approved professional services agreement at this time.

Any Commission-directed modification or enhancement that materially expands the approved scope of services or results in an additional fiscal impact will be evaluated by staff before implementation. To the extent such enhancements are eligible for and supported by available CRA funding, the associated costs will be coordinated accordingly and, where required, brought forward for appropriate authorization.

Following Commission direction, staff will continue advancing the project and will return to the Town Commission at the next appropriate design milestone with an updated opinion of probable construction cost, funding and grant status, project schedule, utility impacts, and anticipated long-term maintenance responsibilities.

Recommendation:

The Town Commission consider, discuss and provide direction regarding various aspects of the Town's on-going 10th Street Road and Green Infrastructure (Stormwater) Improvements Project; and authorize staff and Baxter & Woodman, Inc. to continue advancing the design consistent with the Town Commission's direction and the previously approved professional-services agreement.



BAXTER & WOODMAN
Consulting Engineers



Quantile regression



Wiley-Blackwell • 129



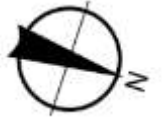
Eastward Drift: 10°-50°



Public Outreach Meeting – April 25, 2026



BAXTER & WOODMAN
Consulting Engineers



Baxter & Woodman (B&W)
attended the Public
Outreach Meeting April 25,
2026.

B&W presented to the
attendees:

- Typical cross sections
- Project area strip map

Public and Commissioner's
Concerns/Priorities:

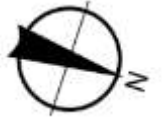
- Use of native and adaptive plants
- Decorative lighting
- Street parking
- Bicyclist and pedestrian safety- multimodal sidewalk



Public Outreach Meeting – April 25, 2026



BAXTER & WOODMAN
Consulting Engineers



Baxter & Woodman (B&W) attended the Public Outreach Meeting April 25, 2026.

B&W presented to the attendees:

- Typical cross sections
- Project area strip map

Public and Commissioners Concerns/Priorities:

- Use of native and adaptive plants
- Decorative lighting
- Street parking
- Bicyclist and pedestrian safety-multiple sidewalk



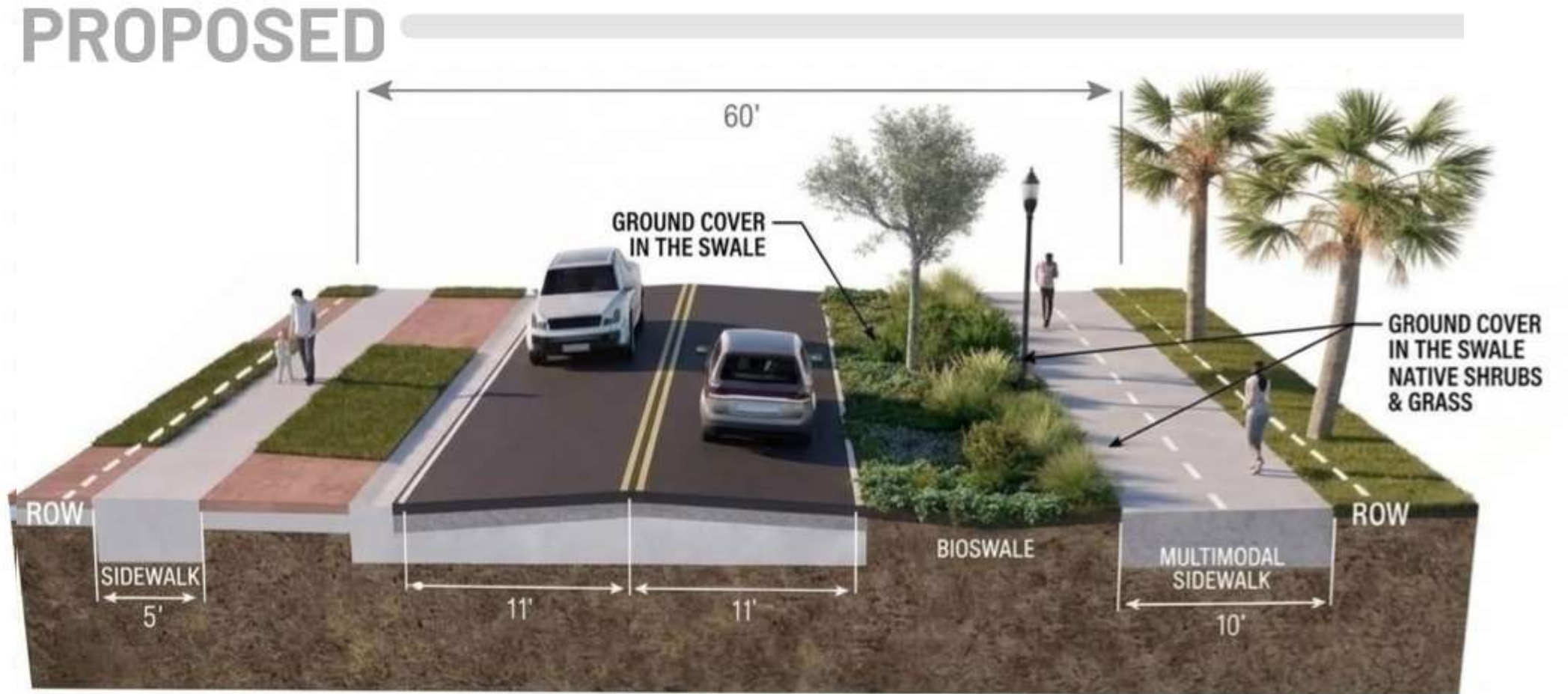
Typical Cross Sections



Existing 10th Street corridor near Silver Beach Rd



Typical Cross Sections



PROPOSED 01

Beach rd

Typical Cross Sections



Existing 10th Street corridor near Park Ave

Typical Cross Sections



BAXTER & WOODMAN
Consulting Engineers



PROPOSED 02

Proposed 10th Street corridor near Park Ave

Plant Palette



Shrubs and Groundcover



European Fan Palm (CHB03)



Queen Emma Calliorn (CAL-13)



Stokes Dwarf Yarrow (YSD)



Blue Shore Juniper (JCBP03)



Wax Jasmine (JV)



Firebush (HP)



Apothecary Iris (IRG403)



Emerald Goddess Liriodendron (LMUEG)



White Alocasia (LV)



White Indian Hawthorn (RIA)



Small Leaf Cuscuta (CG-07)



Cardboard Cycad (ZF-30)

Plant Palette



Canopy and Understory Trees



Gumbo Limbo (BB-12)



Live Oak (OV-12)



Seagrape (CO-12)



Dahoon Holly (CO-12)



Flame Tree (CO-12)



Sabal Palm (CO-12)



Ginger Tree (CS-12)



Magnolia (LV-100)



Boronia (CS-40)



Simpson's Stopper (MF-45)

PALM TREES



McArthur Palm (FM-12)



Sabal Palm (PTE-12)

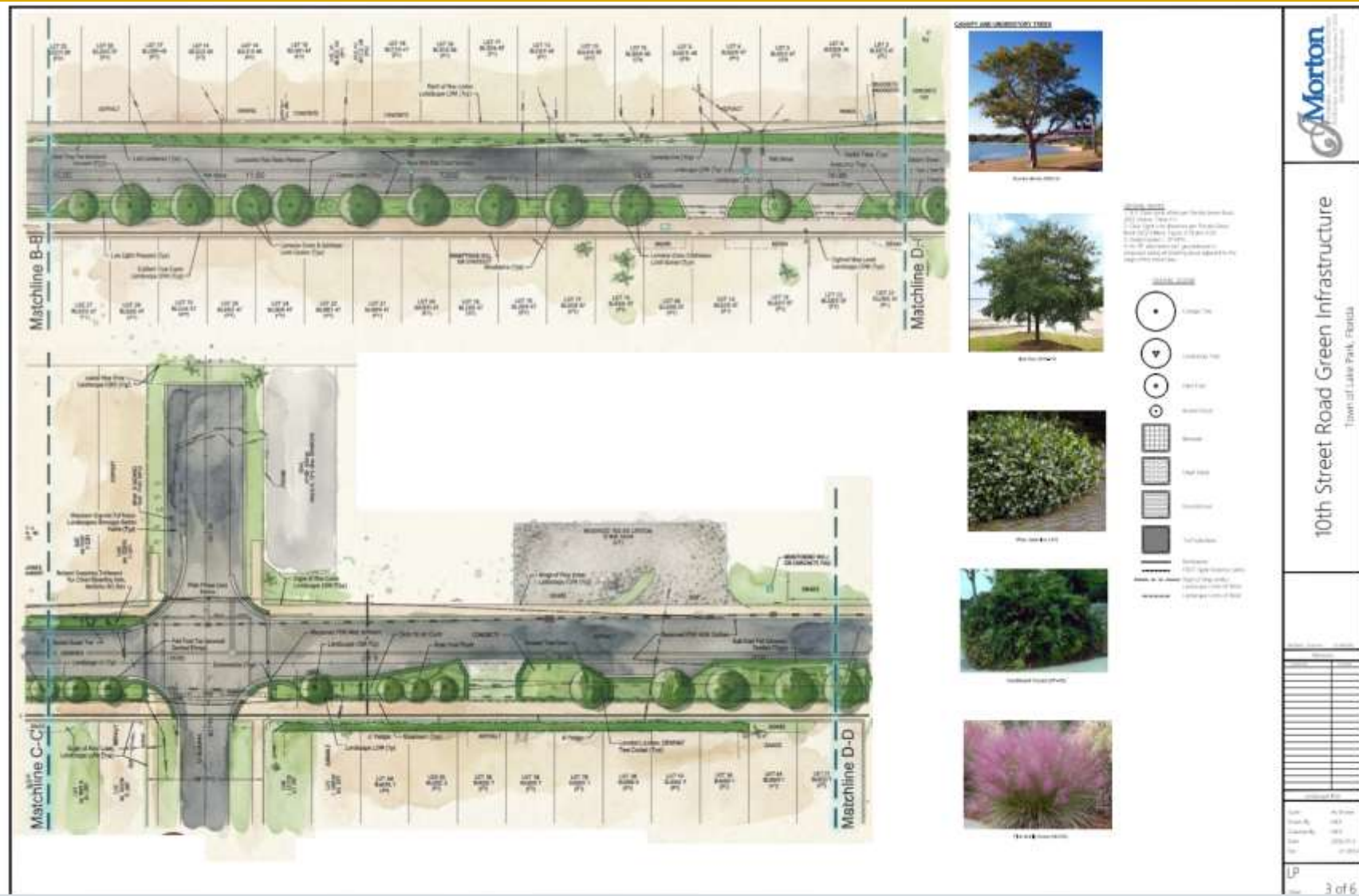
Landscape Plan Sheet s



Landscape Plan Sheets



BAXTER & WOODMAN
Consulting Engineers



Street Lighting and Crosswalks



Lake Shore Drive and Hawthorne Drive Intersection



Diagonal Herringbone Surface Applied Pattern Pavement



Street Lighting and Crosswalks



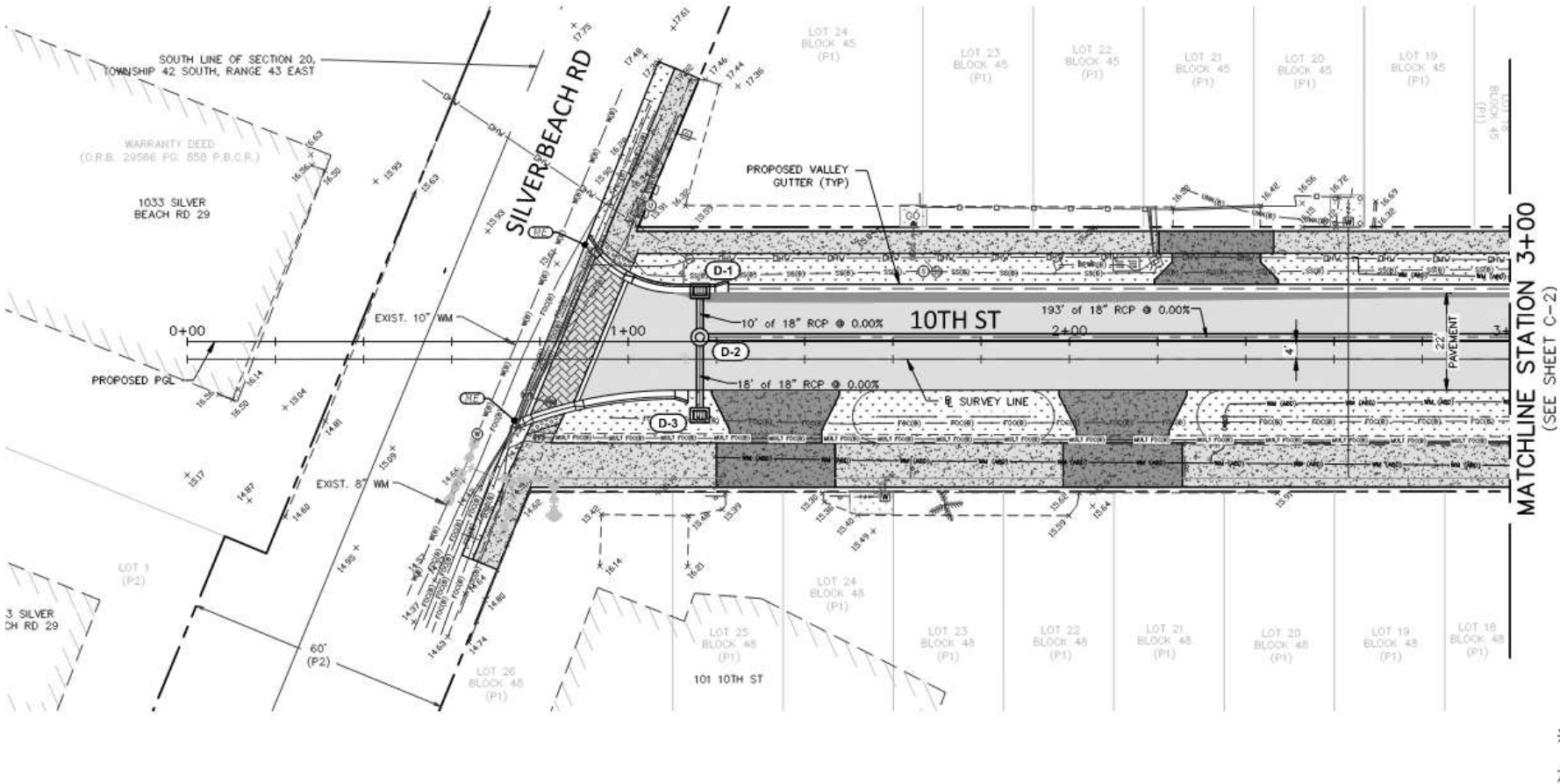
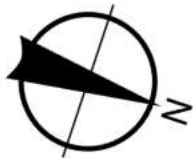
Lake Shore Drive and Hawthorne Drive Intersection



Acorn Decorative Lighting



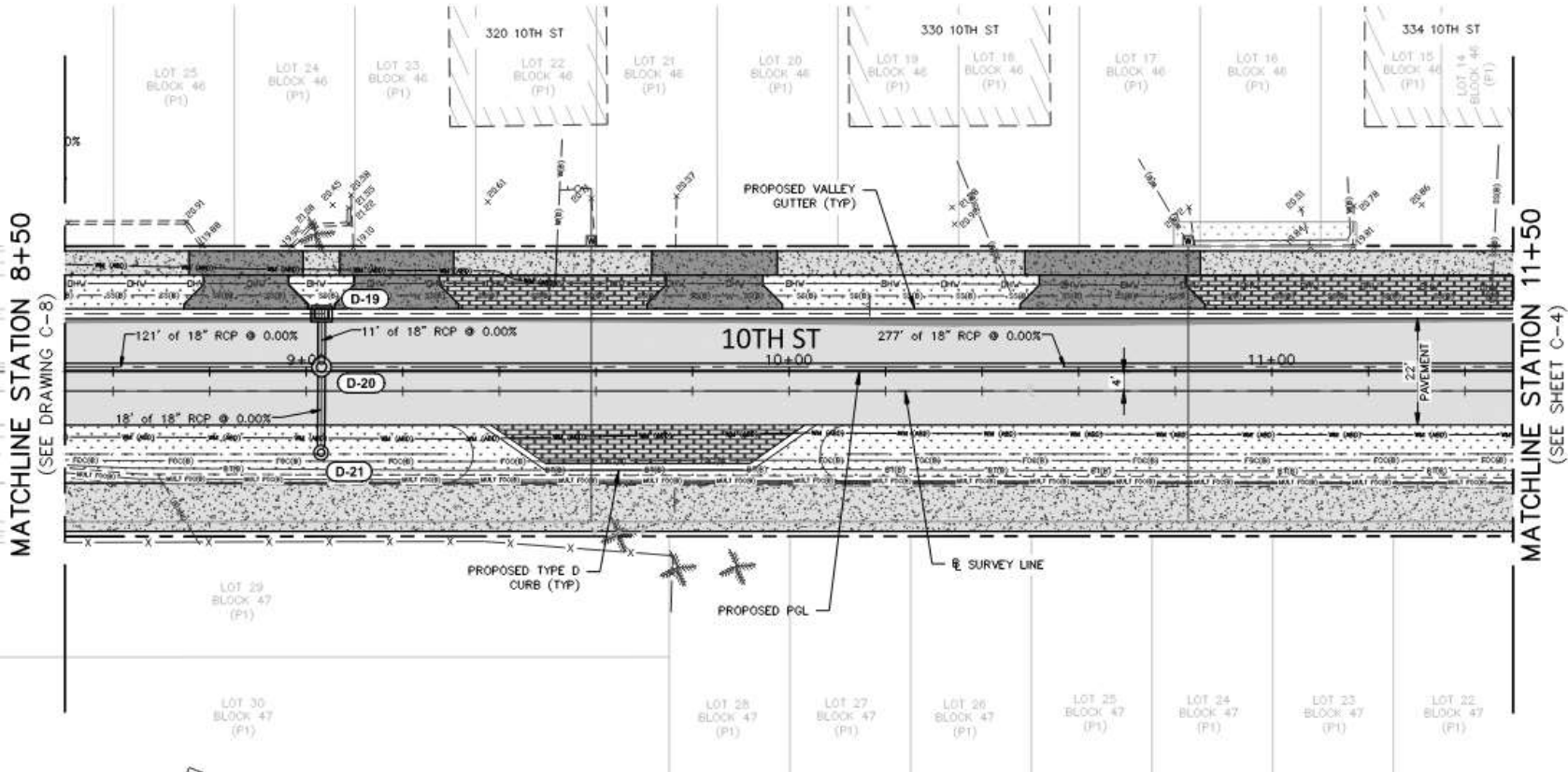
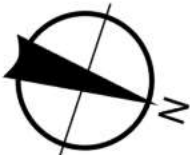
Plan Sheet s



PROPOSED LEGEND:

- SIDEWALK/DRIVEWAY, ASPHALT & BASE, OR CONCRETE TO BE REMOVED
- EXISTING PAVEMENT TO BE MILLED
- PROPOSED MILL AND OVERLAY ASPHALT
- PROPOSED SIDEWALK
- PROPOSED RECONSTRUCTION ROAD
- EXISTING BRICK PAVER DRIVEWAY TO BE REMOVED AND PROPOSED PERVIOUS PAVER SYSTEM
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED CONCRETE DRIVEWAY
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED STORMWATER PIPE
- PROPOSED SWALE
- PROPOSED MAILBOX LOCATION
- PROPOSED TYPE F CURB
- PROPOSED VALLEY GUTTER
- PROPOSED TYPE D CURB
- PROPOSED TYPE A CURB
- EXISTING WM TO BE REMOVED
- EXISTING WM TO BE ABANDONED

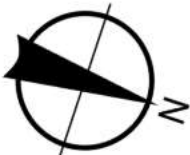
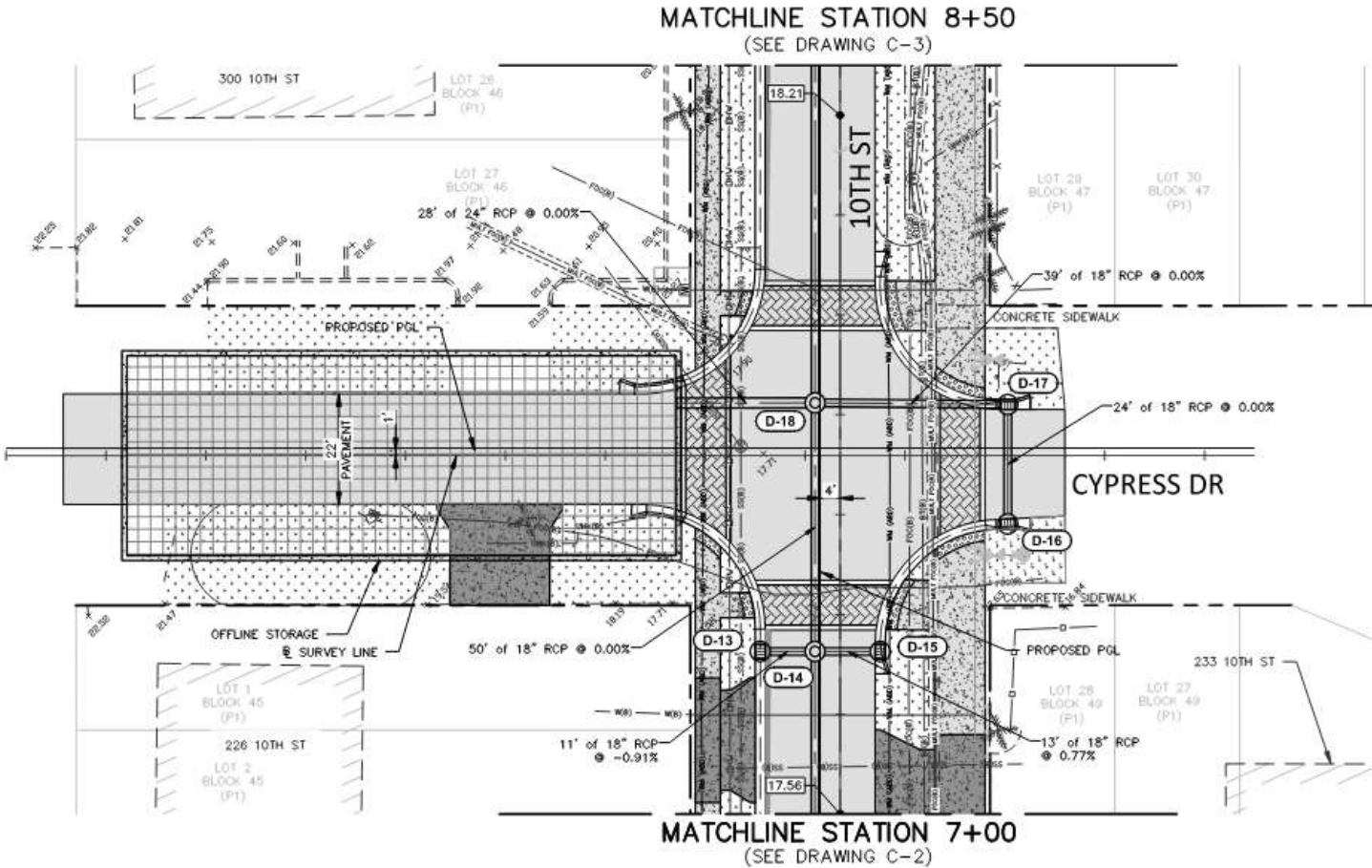
Plan Sheets



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Plan Sheet s

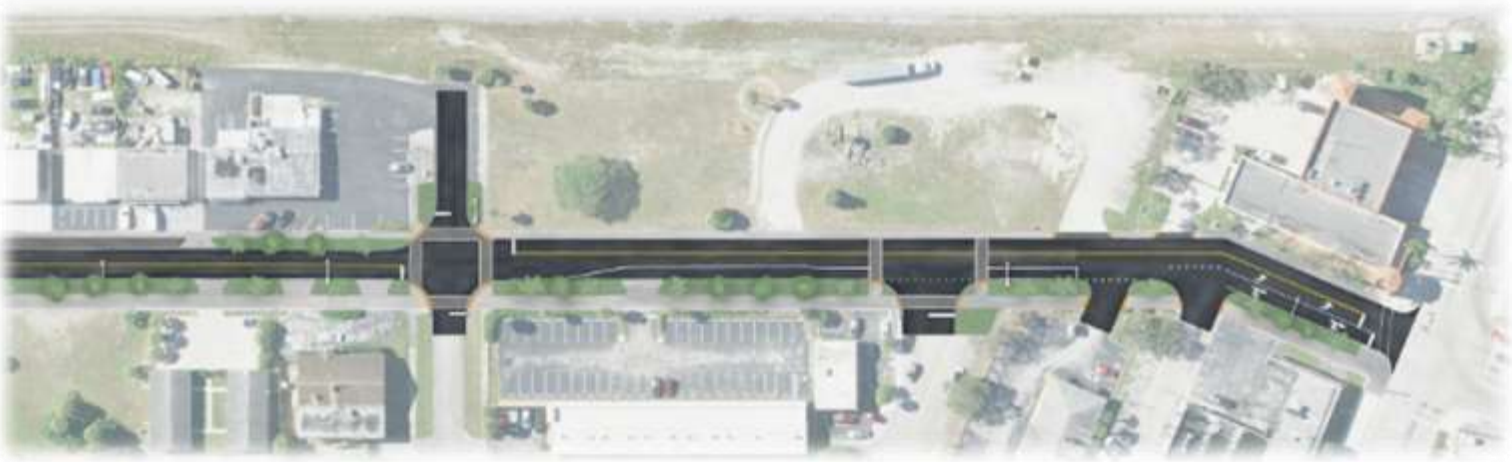
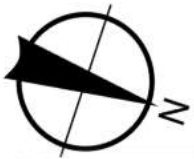


PROPOSED LEGEND:

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- PROPOSED TYPE D CURB
- PROPOSED TYPE A CURB
- EXISTING WM TO BE REMOVED
- EXISTING WM TO BE ABANDONED



Project Area





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026 Regular Commission Meeting
Originating Department: Clerk
Agenda Title: Minutes of the August 26, 2026 Commission Budget Workshop
Agenda Category: Consent
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: Minutes, Exhibit A

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

Recommended Motion:

I move to approve the minutes of the August 26, 2026 Commission Budget Workshop



Lake Park Town Commission, Florida

Commission Budget Workshop

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

Wednesday August 26, 2026 6:00 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	—	Town Attorney
Vivian Mendez MMC	—	Town Clerk

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CALL TO ORDER/ROLL CALL

6:11 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner John Linden

Commissioner Michael O'Rourke arrived at 6:16 P.M.

ABSENT

Commissioner Judith Thomas

PLEDGE OF ALLEGIANCE

Mayor Michaud led the pledge.

APPROVAL OF AGENDA:

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

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

PUBLIC COMMENT:

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

NONE

NEW BUSINESS:

1. FY 2027 Budget Workshop #3 - Proposed Capital Improvement Plan (CIP) & Discussion. Finance Director Barbara Gould presented the Capital Improvement Projects (CIP) (Exhibit A). Mayor Michaud stated for the record that Commission O'Rourke arrived at 6:16pm. Commissioner Linden asked if there are working foreman in each department of Public Works. Public Works Director Morales stated that each department has an active foreman except commercial sanitation which the position is currently vacant. Commissioner Linden spoke about the possibility of eliminating some foreman positions and utilizing Tech II's in their place to help save the Town some money. It was explained by Mayor Michaud that the Stormwater Tech II position is not a supervisory position and so a foreman is still necessary.

Commissioner Linden asked about the five-year storm water rate study, and it being mandated by State Statute to be done every five-year and asked when was the last time it was done. Public Works Director Morales stated it was done in 2022-2023. Commissioner Linden asked if the rate study could be deferred a little longer. Public Works Director Morales stated that the study would need to be done in 2027 in order to be effective for 2028 which is when it would be due. Mayor Michaud clarified that the terms of the last rate study do not require waiting through the entire five years. He stated that if the Commission desired, it could re-address the rate year by year. Town Manager Reade stated that he believes the study would need to be completed and the rate reported

to the Property Appraiser by July 2027, therefore if that is the case, they would not be able to delay the study. Commissioner Linden stated that the money that residents are paying for storm water on their tax bill is substantial and wants to know what they get for their money. Public Works Director Morales stated there is no existing storm water infrastructure and the benefit to the residents would be mitigation of flooding within areas of the Town. Commission Linden asked why the disposal fees were higher than in previous years. Public Works Director Morales stated that those are the disposal fees paid to the County that is estimated per month. Commissioner Linden asked about a few vehicle leases and when they expire. Public Works Director Morales stated that the fleet will expire in 2029-2030. Commissioner Linden requested to have the dump truck and the backhoe removed from the budget for another year or two. Public Works Director Morales stated that the longer it is pushed out, the higher the risk that something will happen that the Town is unprepared for. Commissioner Linden stated that he is opposed to the purchase of these two vehicles. Commissioner O'Rourke stated that the backhoe and the dump truck are essential, but the street sweeper is not. Town Manager Reade suggested that they could hold off on purchasing the dump truck and backhoe for now and if they found it necessary later, they could adjust the budget. Mayor Michaud stated for the records that the cost of the vehicles could potentially be higher by that point.

Commissioner O'Rourke suggested partnering with neighboring municipalities to share equipment. Town Manager Reade stated that they would look into that possibility. Public Works Director Morales stated that there were previous discussions with the Village of North Palm Beach regarding the merging of their Public Works Department with ours. The Commission stated they would like to explore that idea. Public Works Director Morales stated that he would research. The Commission agreed to remove the two vehicles from the budget, place the funds into reserve and have staff research the options that were discussed and if they still decide to move forward with the purchase later in the year, staff can bring forward a budget adjustment for it.

Vice Mayor Hensley asked what the professional services are within the Sanitation Fund and why they are so much higher than last year. Finance Director Gould explained that the increase is for the rate study. Commissioner Linden asked about the savings of \$250,000 for a grapple truck. Public Works Director Morales explained that this is money

that is being set aside each year so that after a few years, they will have enough to purchase the vehicle outright as opposed to financing.

Commissioner Linden asked about \$13,000 for weekly vehicle washing. Public Works Director Morales explained that the Town does not have the proper equipment in place to be able to wash its own vehicles.

Commissioner Linden asked about emergency sanitation collection support for \$28,500. Public Works Director stated this is a placeholder in case they have to utilize a third party for sanitation.

Commissioner O'Rourke asked about the need for two grapple trucks. Public Works Director Morales explain that the Town currently has two operational grapple trucks, and both are well past their life expectancy.

In regards to the CRA budget, Town Manager Reade asked the Commission for direction regarding the LED signs. He suggested initiating the process sooner than later. Vice Mayor Hensley stated he would like to start moving forward and likes the idea of doing a public presentation during a CRA meeting. Mayor Michaud agreed with this. Commissioner O'Rourke stated he is not in support of the signs at this time because it is a bad use of the Town's funds. Town Manager Reade explained how the oval about will be partially funded through mobility fees. The Commission discussed the CRA and the need to bring business in for the business owners. CRA Administrator Leanna Collazo and Town Manager Reade spoke about a business inventive presentation that will be coming before the Commission soon.

Town Manager Reade stated they will be bringing the signs back before the Commission at the end of September or early October and they will present the Commission with different types of signs to choose from.

Commissioner Linden asked about the \$188,000 for landscaping the CRA parking lot and Centennial Memorial Park and asked why we were not doing this in-house. Town Manager Reade stated that the contracts had already been approved, but the CRA Administrator and Public Works Director will be reviewing costs for future endeavors.

Commissioner Linden asked about the holiday Christmas tree of \$30,000 and the holiday lights of \$136,000. CRA Administrator Collazo explained that this is the last year for the

contract for the holiday lights. Town Manager Reade stated that they will be looking at those costs for next year.

Commissioner Linden asked about \$500,000 for roadway improvements in the CRA fund. Town Manager Reade stated that these funds are for street paving. Commissioner Linden asked about the \$250,000 cost for stamped concrete design and construction. Town Manager Reade stated that the number is only an estimate and they are waiting on the engineer's estimate.

Commissioner Linden asked if a contract with the Police Athletic League is in the works. Town Manager Reade stated that they are very close to bringing that contract before the Commission. Commissioner Linden asked about the \$500,000 for the down payment for a new CRA building. Town Manager Reade explained that those funds would come directly from the proceeds from the sale of the 800 Park Avenue building.

Commissioner O'Rourke asked about the \$650,000 for the design and construction of Bert Bostrom master plan phase 2. He is in favor of moving forward with construction of fields so there can be youth programs in Town and that the design concepts could maybe be pushed down the road.

Finance Director Gould requested that the Commission provide her with any changes to the budget prior to the first public budget meeting. Mayor Michaud stated that they were interested in possibly the service sharing with other cities which would contribute to cost. Commissioner Linden stated he would like to start a discussion on the ad valorem rate and would like to lower it to 5.0 and feels that there will be little to no impact. Town Manager Reade explained that a reduction of .1 to the millage rate would represent approximately \$170,000.00 that would come out of the contingency fund or reserves. Commissioner Linden reminded the dais that they had promised the residents they would reduce the ad valorem once Nautilus went up. Finance Director Gould stated that the General Fund reserves currently has approximately \$3 million and that they would like to see that continue to grow. Mayor Michaud requested that the Commission have some time to think about the question of lowering the millage rate and provide an answer by the First Public Budget Meeting. They agreed to discuss it during the Regular Commission meeting on September 2nd. Town Manager Reade stated that they could try to further identify cuts that they can make within the departments.

The Commission discussed potential impacts from Amendment 3 if it's approved in November.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Manager Reade spoke about a conflict with a commission meeting in October that may need to be cancelled or rescheduled.

-Commissioner O'Rourke asked about the Business Development Board because there is significant movement of business from New York right now and suggested the Town might want to come up with an incentive program for these businesses to come to Lake Park.

REQUEST FOR FUTURE AGENDA ITEMS:

The dais requested to have a discussion on the possible reduction of the millage rate during the next meeting on September 2nd.

ADJOURNMENT:

Motion to adjourn made by Commissioner O'Rourke. Seconded by Vice Mayor Hensley.

Voting Aye: All.

Meeting adjourned 8:55pm

FUTURE MEETING DATE: The next scheduled Regular Commission Meeting will be held on Wednesday September 2, 2026.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Exhibit A

**TOWN OF LAKE PARK
COMMISSION WORKSHOP**



**Fiscal Year 2026/2027
Capital improvement Plan**

Wednesday, August 26, 2026 – 6:00 P.M.

CIP Fund 001 – General Fund



CIP Fund 001 – General Fund

CIP Fund: 001 - General Fund		Description	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total
Expenditures											\$ -
Equipment	Trailer Replacement (2)	General Fund Revenue			\$ 17,000						\$ 17,000
Equipment	Utility Vehicle	General Fund Revenue			\$ 22,000						\$ 22,000
Equipment	Compact Lift (Streetlights) JLG ET350 (make/model)	General Fund Revenue			\$ 45,000						\$ 45,000
Equipment	Forklift (5,000 lb. Capacity)	General Fund Revenue			\$ 65,000						\$ 65,000
Equipment	PW Fuel Dispensing System Replacement	General Fund Revenue		\$ 70,000							\$ 70,000
Equipment	PW Diesel Fuel Tank Replacement	General Fund Revenue		\$ 222,640							\$ 222,640
Equipment	Computer/Laptop Replacements	General Fund Revenue		\$ 87,400	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 201,400
Equipment	Channel 18 Servers - Replacement (critical; end of life)	General Fund Revenue		\$ 13,015							\$ 13,015
Equipment	Commission Chambers Technology Revisions	General Fund Revenue		\$ 20,811							\$ 20,811
Equipment	Rell Mover (Bert Bostrom turf maintenace)	General Fund Revenue				\$ 80,500					\$ 80,500
Building	Pro Shop Pavilion Bathrooms, Doors & Windows	Discretionary Surtax		\$ -							\$ -
Building	Library South Doors - ADA Compliant	Discretionary Surtax		\$ -							\$ -
Building	PW Gate Control System Replacement	General Fund Revenue			\$ 38,000		\$ 17,000				\$ 55,000
Building	Townwide Park Bench Replacement	General Fund Revenue		\$ 15,705							\$ 15,705
Building	Town Hall Preservation Improvement Project - Commission Chambers	Discretionary Surtax/Grant Funding			\$ 200,000						\$ 200,000
Vehicles	Town Bus (used)	TBD			\$ 100,000						\$ 100,000
Improvements	Kelsey Park Master Plan Project(s) - Project(s) To Be Determined (Funding to be used as a match for grant award once project identified and approved)	Public Improvement Fund/Grant			\$206,288						\$ 206,288

CIP Fund 001 – General Fund

CIP Fund: 001 - General Fund	Description	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total
Improvements	Kelsey Park Master Plan - Fitness Stations	Public Improvement Fund/Grant	\$ 24,000							\$ 24,000
Improvements	Kelsey Park Master Plan - Design - Splash Pad	Public Improvement Fund/Grant	\$ -							\$ -
Improvements	Kelsey Park Master Plan - Construction - Splash Pad	Public Improvement Fund/Grant								\$ -
Improvements	Evergreen House Restoration	Public Improvement Fund/Grant	\$ -							\$ -
Improvements	Kelsey Park Master Plan - Parent's Plaza Seating	General Fund/Grant	\$ -	\$50,000						\$ 50,000
Improvements	Kelsey Park Master Plan - Memorial Garden	General Fund/Grant	\$ 7,000	\$30,000						\$ 37,000
Improvements	Traffic Control Devices/Traffic Calming	Mobility Fees		\$ 200,000						\$ 200,000
Improvements	Park Avenue Lane Reduction	Grant Funding		\$ 3,500,000						\$ 3,500,000
Improvements	Road Improvements - Various Location	General Fund Revenue	\$ 536,150	\$ 557,799	\$ 580,085	\$ 905,359	\$ 941,875			\$ 3,521,268
Improvements	Sidewalks - Various Locations	General Fund Revenue	\$ 407,166	\$ 500,000	\$ 500,000	\$ 500,000				\$ 1,907,166
Improvements	FPL Lighting - Phase III (underground)	TBD		\$ 750,000						\$ 750,000
Improvements	Linear Parks Between 5th & 9th and Greenbriar & Hawthorne	TBD		\$ 650,000						\$ 650,000
Improvements	Linear Parks Between 5th & 9th and Foresteria & Evergreen	TBD		\$ 575,000						\$ 575,000
Improvements	Security Gate for PBSO Building	Discretionary Surtax/Grant Funding	\$ 38,000							\$ 38,000
Improvements	Monument Sign	General Fund Revenue		\$45,000						\$ 45,000
Improvements	AV Equipment for Schuyler Room	LSTA		\$10,000						\$ 10,000
Improvements	Library Furniture Including Shelving, Tables & Chairs	Grants	\$ 30,000	\$300,000	\$ 300,000	\$ 300,000				\$ 930,000
Improvements	Bibliotheca Double Gate	General Fund Revenue			\$15,000					\$ 15,000

CIP Fund 001 – General Fund

CIP Fund: 001 - General Fund		Description	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total
Improvements	Laptop replacement for Kiosk	LSTA									\$ -
Improvements	Flooring replacement	General Fund Revenue				\$16,000					\$ 16,000
Improvements	Lighting replacement	Grant Funding		\$20,000							\$ 20,000
											\$ -
	Included in Proposed FY 2027 Budget										\$ -
											\$ -
Total Expenditures				\$ 1,491,887	\$ 7,880,087	\$ 1,510,585	\$ 1,741,359	\$ 960,875	\$ 19,000	\$ 19,000	\$13,622,793
Funding											
	General Fund Revenue			\$ 977,142	\$ 1,277,799	\$ 1,341,585	\$ 1,572,359	\$ 941,875	\$ -	\$ -	\$ 6,110,760
	Discretionary Surtax			\$ 38,000	\$ 100,000	\$ -	\$ -		\$ -		\$ 138,000
	Mobility Fees			\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
	Public Improvement Fund			\$ 24,000	\$206,288	\$ -	\$ -		\$ -		\$ 230,288
	Special Assessment			\$ 5,000	\$ -	\$ -	\$ -		\$ -		\$ 5,000
	Grant Funding			\$50,000	\$ 305,000	\$ 150,000	\$ 150,000		\$ -		\$ 655,000
	TBD			\$ 397,745	\$ 2,491,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 2,983,745
	CRA			\$ -	\$ 3,500,000	\$ -	\$ -		\$ -		\$ 3,500,000
				\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
Total Funding				\$ 1,491,887	\$ 7,880,087	\$ 1,510,585	\$ 1,741,359	\$ 960,875	\$ 19,000	\$ 19,000	\$13,622,793

CIP Fund 402 – Stormwater Fund



CIP Fund 402 – Stormwater Fund

CIP Fund: 402 - Stormwater	Description	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total
Expenditure										
Vehicle	VAC Truck (Replace #52)	Stormwater Assessments								\$ -
Vehicle	Mason Dump Truck	Stormwater Assessments		\$ 95,000						\$ 95,000
Vehicle	Dump Truck (Replace #59)	Stormwater Assessments	\$ 175,000							\$ 175,000
Vehicle	Street Sweeper (Replace #16)	Stormwater Assessments		\$ 278,000						\$ 278,000
Equipment	Backhoe Loader (Replace #46)	Stormwater Assessments	\$ 155,000							\$ 155,000
Equipment	MADVAC	Stormwater Assessments								\$ -
Equipment	Quick View Camera	Stormwater Assessments								\$ -
Equipment	Trailer	Stormwater Assessments								\$ -
Equipment	Video Inspection Unit	Stormwater Assessments			\$ 150,000					\$ 150,000
Equipment	Zero turn mower	Stormwater Assessments				\$ 20,000				\$ 20,000
Building	Commercial Steel Building	Stormwater Assessments								\$ -
Improvements	Southern Outfall - Final Phase	Grant Funding/Spec. Assmt.	\$ 4,272,181							\$ 4,272,181
Improvements	Pipe Rehabilitation and Replacement Program	Stormwater Assessments	\$ 434,361	\$ 542,951	\$ 651,542	\$ 781,850	\$ 938,220	\$ 1,172,775		\$ 4,521,698
Improvements	Second Street Green Infrastructure Project	Grant Funding	\$ 297,938							\$ 297,938
Improvements	Ilex Court Green Infrastructure Project	Grant Funding	\$ 99,373							\$ 99,373
	Included in Proposed FY 2027 Budget									\$ -
										\$ -
Total			\$ 5,433,853	\$ 915,951	\$ 801,542	\$ 801,850	\$ 938,220	\$ 1,172,775		\$ 10,064,190
Funding										
	Grant Funding		\$ 4,272,181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,272,181
	Stormwater Assessments		\$ 1,161,672	\$ 915,951	\$ 801,542	\$ 801,850	\$ 938,220	\$ 1,172,775		\$ 5,792,009
Total			\$ 5,433,853	\$ 915,951	\$ 801,542	\$ 801,850	\$ 938,220	\$ 1,172,775	\$ -	\$ 10,064,190

CIP Fund 404 – Sanitation Fund



CIP Fund 404 – Sanitation Fund

CIP Fund: 404 - Sanitation		Description	Funding Sources	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total
Expenditure											\$ -
Vehicle	Side Loader Truck (Replace #51 - When Purchased)	Loan - Financed		\$ 101,721	\$ 101,721	\$ 101,721	\$ 50,860				\$ 356,023
Vehicle	Front End Loader Truck (Replace #44 - When Purchased)	Loan - Financed		\$ 107,377	\$ 107,377	\$ 107,377	\$ 107,377				\$ 429,508
Vehicle	Grapple Truck (Replace #66 - When Purchased)	Loan - Financed		\$ 65,313	\$ 65,313	\$ 65,313	\$ 65,313				\$ 261,252
Vehicle	Rear Loader Truck (Replace #42 - When Purchased)	Loan - Financed			\$ 308,700						\$ 308,700
Vehicle	Front End Loader Truck (Replace #56 - When Purchased)	Sanitation Assessments & Investment Income Proceeds		\$ 110,485	\$ 110,485	\$ 110,485	\$ 110,485				\$ 441,940
Vehicle	Side Loader Truck (Replace #58 - _____ When Purchased)	Sanitation Assessments & Investment Income Proceeds			\$ 112,077	\$ 112,077	\$ 112,077	\$ 112,077			\$ 448,308
Vehicle	Grapple Truck (Replace #67 - _____ When Purchased)	Sanitation Assessments & Investment Income Proceeds		\$ 83,333	\$ 83,334						\$ 166,667
Vehicle	Side Loader Truck (Replace #72 - Expected FY 2032 - Estimated \$472,660)	Sanitation Assessments & Investment Income Proceeds				\$ 157,553	\$ 157,553	\$ 157,554			\$ 472,660
Vehicle	Side Loader Truck (Replace #____ - Expected FY 2032 - Estimated \$481,339)	Sanitation Assessments & Investment Income Proceeds				\$ 160,446	\$ 160,446	\$ 160,447			\$ 481,339
Vehicle	Front End Loader (Replace #____ - Expected FY 2032 - Estimated \$550,000)	Sanitation Assessments & Investment Income Proceeds				\$ 183,333	\$ 183,333	\$ 183,334			\$ 550,000
Vehicle	Grapple Truck (Replacement of #68)	Sanitation Assessments & Investment Income Proceeds						\$ 300,000			\$ 300,000
Included in Proposed FY 2027 Budget											
Total				\$ 468,229	\$ 889,007	\$ 998,305	\$ 947,444	\$ 913,412	\$ -	\$ -	\$ 4,216,398
Funding											
	Sanitation Assessments			\$ -	\$ -	\$ 501,332	\$ 501,332	\$ 801,335			\$ 1,803,999
	Loan - Financed			\$ 384,896	\$ 805,673	\$ 496,973	\$ 446,112	\$ 112,077			\$ 2,245,731
	Investment Income Proceeds			\$ 83,333	\$ 83,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,667
Total				\$ 468,229	\$ 889,007	\$ 998,305	\$ 947,444	\$ 913,412	\$ -	\$ -	\$ 4,216,398

CIP Fund 401 – Marina Fund



CIP Fund 401 – Marina Fund

CIP Fund: 401 - Marina	Description	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total
Expenditures										\$ -
	Piling Replacement	Marina	\$ 60,000	\$ 60,000						\$ 120,000
	New Dumpster Enclosure	Marina		\$ 5,500						\$ 5,500
	Resurfacing boat ramp	Marina	\$ 40,000							\$ 40,000
	Landscape Upgrades	Marina		\$ 15,000						\$ 15,000
	Dock Boxes	Marina	\$ 25,000	\$ 25,000						\$ 50,000
	Wifi Upgrades	Marina	\$ 10,000							\$ 10,000
										\$ -
Total Expenditures			\$ 135,000	\$ 105,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,500
Funding										
	Included in Proposed FY 2027 Budget									
	Marina Fees		\$ 135,000	\$ 105,500	\$ -	\$ -		\$ -		\$ 240,500
	Grants		\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
			\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
			\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
Total Funding			\$ 135,000	\$ 105,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,500

CIP Fund 110 – Community Redevelopment Agency (CRA) Fund



CIP Fund 110 – Community Redevelopment Agency (CRA) Fund

CIP Fund: 110 - CRA	Description	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total
Expenditures										\$ -
Improvements	Design & Construction - 10th Street Oval-A-Bout (PBC to provide 25% of Total Project Cost - \$500,000) (Cost TBD Based Upon Public Works)	Mobility/PBC Funding Grant/CRA	\$ 1,500,000	\$ 700,000						\$ 2,200,000
Improvements	Design & Construction - 10th Street North Streetscape (Cost TBD Based Upon Public Works)	CRA/Grants/Mobility Fees					\$ 1,500,000			\$ 1,500,000
Improvements	Design & Construction - 10th Street South Streetscape (Cost TBD Based Upon Public Works)	CRA/Mobility Fees	\$ 250,000	\$ 250,000						\$ 500,000
Improvements	Design & Construction - Park Avenue Extension Streetscape (Cost TBD Based Upon Public Works)	PBC Impact Fees & CRA			\$ 500,000					\$ 500,000
Improvements	Road Improvements - Various Location - CRA District	CRA	\$ 500,000							\$ 500,000
Improvements	Sidewalks - Various Locations - CRA District	CRA	\$ 200,000							\$ 200,000
Improvements	Construction - Butterfly Garden (Foresteria Drive Swale Behind Parking Area Downtown)	CRA	\$ 15,000							\$ 15,000
Improvements	Bert Bostrom Master Plan Improvements	CRA	\$ 650,000	\$ 500,000						\$ 1,150,000
Improvements	Bert Bostrom Master Plan Improvements - Police Athletic League (PAL) Program	CRA	\$ 75,000							\$ 75,000
Building	Bert Bostrom Master Plan (Comm. Center)	TBD			\$15,000,000					\$ 15,000,000
Building	Clock Tower Public Sound System	CRA	\$ 15,000							\$ 15,000
Building	Design & Construction - LED CRA Information Signs	CRA	\$ 400,000							\$ 400,000
Improvements	Septic to Sewer Conversion Project (Generally West of Old Dixie Highway - South of Water Tower Road to Silver Beach Road)	Grant Funding/Spec. Assmt./PBC		\$ 3,014,248	\$ 3,000,000					\$ 6,014,248
Improvements	Park Avenue Alleyways (Cost TBD Based Upon Public Works)	Bond Funding		\$ 850,000						\$ 850,000
Building	Acquisition of New CRA Building	Bond Funding	\$ 500,000	\$ 850,000						\$ 1,350,000
Total Expenditures	Included in Proposed FY 2027 Budget		\$ 4,105,000	\$ 6,164,248	\$ 18,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 30,269,248
Funding										
		Mobility Fees	\$ 100,000	\$ 100,000	\$ -	\$ -		\$ -		\$ 200,000
		PBC Funding	\$ 500,000	\$ 400,000	\$ 400,000	\$ -		\$ -		\$ 1,300,000
		CRA	\$ 3,505,000	\$ 1,350,000	\$ 100,000	\$ -	\$ 1,500,000	\$ -		\$ 6,455,000
		TBD		\$ 3,314,248	\$ 18,000,000	\$ -		\$ -		\$ 21,314,248
		Grant Funding		\$ 1,000,000		\$ -		\$ -		\$ 1,000,000
Total Funding			\$ 4,105,000	\$ 6,164,248	\$ 18,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 30,269,248

THANK YOU

QUESTIONS & COMMENTS





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026
Originating Department: Clerk
Agenda Title: Regular Commission Meeting Minutes - September 2, 2026
Agenda Category: Consent
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: Minutes, Exhibits A-H, Comment Cards

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

Recommended Motion:

I move to approve the minutes of the September 2, 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 September 02, 2026

Immediately following the Community Redevelopment Agency Meeting

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

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

CALL TO ORDER/ROLL CALL

7:14 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

The Pledge was conducted during the CRA meeting

APPROVAL OF AGENDA:

Mayor Michaud stated for the record that item number 4 is being removed from the agenda as per staff recommendation.

Motion to approve the agenda as modified made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

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

PUBLIC COMMENT:

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

-Dana Herst introduced herself as a candidate for Executive Director for the Palm Beach County League of Cities and is visiting municipalities throughout the County.

-Michael Steinhauer provided written comments via Exhibit A.

-Mary Taylor provided written comments via Exhibit B.

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 Linden requested to pull item #5.

Commissioner O'Rourke requested to pull item #6.

Motion to approve remaining consent agenda items 1, 2, and 3 made by Vice Mayor Hensley.

Seconded by Commissioner Linden. Voting Aye: All.

1. Commission Budget Workshop #1 Minutes - August 10, 2026
2. Commission Budget Workshop #2 Meeting Minutes - August 19, 2026
3. Regular Commission Meeting Minutes - August 19, 2026

Items 5 and 6 were pulled for discussion:

5. Resolution 71-09-26 - Work Authorization (#WA-FY26-STW-002) - Stormwater Geographic Information System (GIS) & Computer-Aided Design (CAD) Mapping - Calvin, Giordano & Associates, Inc. - \$37,575

Commissioner Linden questioned how Calvin, Giordano performed in the past and why there was no bidding process. Public Works Director Jaime Morales explained that this falls within a continuing services contract

Motion to approve the agenda item made by Commissioner Thomas. Seconded by Vice Mayor Hensley.

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

Voting Nay; Commissioner Linden.

6. FY 2026 Budget Transfer - Stormwater Fund (402) - Repairs & Maintenance - Lines to Professional Services - \$37,575.00

Commissioner O'Rourke asked about the budget transfer, where it comes from and where it goes. Public Works Director Morales explained that they were not able to fully execute the amount for pipe repairs because the contractor would not honor the contracted price, so they are moving those funds from stormwater into professional services within the stormwater fund.

Motion to approve made by Commissioner O'Rourke. Seconded by Commissioner Thomas.

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

Item 4 was removed from the agenda:

4. Resolution 70-09-26 Authorizing Work Authorization – Stormwater Basin 12 and Basin 22 Cleaning, Investigation, Repairs, and CIPP – Shenandoah General Construction, LLC – Not to Exceed \$426,796.43

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):

7. Resolution 72-09-26 - Special Exception - Berlin Autotech (Auto Painting & Body Shop) & 1335 Old Dixie Highway LLC (Property Owner) – 1335 Old Dixie Highway Units 18 & 19

No ex-parte communication disclosed.

Town Attorney Baird swore in all witnesses

Town Planner Anders Viane presented (Exhibit C).

The applicant, Mr. Hans Schenk presented. (Exhibit D).

Vice Mayor Hensley asked how they will store and dispose of waste and would any vehicles be left out overnight. Mr. Schenk explained that the waste would be stored in a tank and a contracted company would come and pick up the tank. He also explained that no vehicles will be outside and that they will see customers by appointment only. Commissioner O'Rourke asked how the ventilation system works. Mr. Schenk explained that all of the air is sucked up through the roof and goes through a filtration system. Commissioner O'Rourke asked if the project was reviewed for environmental factors through Fire Rescue. Town Planner Viane stated that Fire Rescue is more for life safety, but that they have enforced the Well Filled Protection Program administered through the Florida Department of Environmental Resource Management within the County. Commissioner Thomas asked if this area is near the septic to sewer area. Town Planner Viane stated that he believed it was outside of that area and outside of the CRA. Commissioner Linden asked if the applicant will be doing any mechanical work on the premises. Mr. Schenk stated they will not be doing any mechanical work, only paint and body work and body parts replacement.

Motion to approve Resolution 72-09-26 made by Vice Mayor Hensley, Seconded by Commissioner Linden.

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

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

8. Ordinance 08-2026 - Amendment - Town of Lake Park Code of Ordinances - Chapter 9 - Article II - Code Enforcement - Section 9-37(c) - Special Magistrates and Section 9-39(e) - Conduct of Hearing

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, SECTIONS 9-37(c) AND 9-39(e) OF THE TOWN CODE, ENTITLED "COLLECTION OF COSTS" AND "FILING OF LIEN", PERTAINING TO HEARINGS AND FINES; PROVIDING FOR

SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT;
PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE
DATE.

Motion to approve Ordinance 08-2026 made by Commissioner Thomas, Seconded by Vice Mayor Hensley.

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

Town Attorney Baird read the Ordinance by title only.

NEW BUSINESS:

9. Discussion & Direction - Public Noticing Requirements & PADD Uses – Workshop or Regular Town Commission Meeting.

Community Development Director Nadia DiTommaso explained that this agenda item is to select a date for a workshop discussion for the noticing provisions and table of uses for the Park Avenue downtown district.

Public Comment:

-Sue LaFontaine provided written comments via Exhibit E.

The Commission discussed the need for having the workshop on a separate night from a Commission meeting. A date will be selected at another time.

10. Resolution 73-09-26 – Agreement (ITB #121-2026 - RE-BID All-Terrain Litter Vacuum) – Madvac LN50 Diesel All-Terrain Litter Vacuum – Exprolink Corporation. – \$76,792
Public Works Director Morales explained the item (Exhibit F). Commissioner Linden asked why we are looking to purchase an all-terrain vehicle. Public Works Director Morales stated that they need the all-terrain vehicle because they intend to use it for all-terrain purposes and to meet state law under the County's permit. He stated that the vehicle is not required but is recommended. Commissioner Thomas spoke in favor of having an all-terrain vehicle because of potential storm debris. Public Works Director Morales stated that this vehicle would come with a 12 month/1000 hour warranty. Commissioner O'Rourke asked if the cost of diesel fuel was included in the cost comparison between the diesel and electric vehicles. Public Works Director Morales stated that they already have the infrastructure for diesel fuel so that was not included.

Commissioner O'Rourke asked about the possibility of obtaining a grant for this vehicle. Public Works Director Morales explained that any grants that maybe appropriate are closed already and if we wait until they re-open we risk the price of the vehicle being higher. Commissioner Thomas stated that there is not only the cost of installing infrastructure for electric vehicle charging, but it would also create an issue of where to install it. Commissioner Linden asked why they selected diesel over gas. Public Works Director Morales stated that the only proposals they received were for diesel and electric. Motion to approve Resolution 73-09-26 made by Commissioner Thomas, Seconded by Vice Mayor Hensley.

Mayor Michaud stated that the diesel option is the best choice right now because of budgetary constraints, but that at some point in the future he would like to entertain electric vehicles.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas.

Voting Nay: Commissioner Linden, Commissioner O'Rourke.

11. Resolution 74-09-26 – Memorandum of Understanding (MOU) - BRIDGES at Lake Park (Children's Home Society of Florida)

Motion to approve Resolution 74-09-26 made by Commissioner O'Rourke, Seconded by Commissioner Linden.

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

12. Resolution 75-09-26 – Agreement (RFP#122-2026) Kelsey Park Fitness Trail Exercise Equipment Replacement Project (Phase 2 – South-Side of Kelsey Park) – Reshaping - Allgrade, Inc. - \$12,000

Public Works Director Morales explained the item (Exhibit G).

Motion to approve 75-09-26 made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

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

13. Discussion & Direction - FY 2027 Ad-Valorem (Property Tax) Rate

Town Manager Reade provided a summary of the item. Finance Director Barbara Gould provided the Commission with a comparison chart illustrating the impact of millage rate reductions on the budget (Exhibit H). Commissioner Linden spoke about three department heads that gave up their cost of living and merit increases in order to meet the additional 5% budget reduction but would only be willing to accept that if it applied to all department heads. He stated that there are still quite a few areas that can be reduced. Mayor Michaud agreed with rejecting the three department heads that offered their increases and with reducing the millage rate to 5.0. Commissioner O'Rourke stated that it was never said that when Nautilus came online that they would lower the millage rate. He stated that the rate should still be lowered because it's too high. He urged residents to be careful about how they vote in November and how it may affect the Town. Vice Mayor Hensley stated that he also did not recall the promise of rolling the millage rate back. He asked if there are residents who would not receive a savings from the decreased millage. Finance Director Gould stated that it depends on the taxable value of their property. Vice Mayor Hensley stated that while some residents may receive a tax break, others may not, but everyone will be giving up Town services that have been removed from the budget in order to reduce the millage rate. Vice Mayor Hensley also stated that all staff are budgeted to receive a merit increase, but that doesn't mean they will. They would have to have performed above a certain level in order to be eligible. Town Manager Reade stated that the Town Clerk had researched what had been said previously about rolling back the millage rate. Town Clerk Vivian Mendez stated that it was discussed on August 16, 2023 as a part of the discussion of the draft budget for FY2023-2024. She stated that previous Town Manager John D'Agostino had stated that "due to the upcoming increases in revenue for the Town such as Nautilus 220, the Town would be able to reduce the millage rate even more in the future." Vice Mayor Hensley stated that with cuts taking place now and more cuts potentially after November that reducing the millage rate is "jumping the gun". He stated that he would agree to the reduction in the millage rate, but after November, they may need to cut it anyway. Mayor Michaud stated that the Commission is in support of reducing the millage rate to 5.0 mills. Commissioner Thomas stated she is not in support of reducing employee pay. Mayor Michaud agreed with this.

Town Manager Reade confirmed that the millage rate would be adjusted to reflect 5.0 mils and will be a part of the budget presented at the First Public Budget Meeting on September 8th and the proposed cost of living and merit increases will remain intact.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird identified Wednesday, September 9 at 6:30 P.M. for an Attorney-Client Session. He stated that Travis would like to meet with Commissioners O'Rourke, Thomas and Vice Mayor Hensley for a briefing. Commissioner O'Rourke stated that he does not agree with the process of meeting with them before the session and is not available for that. Town Attorney Baird updated the Commission on a lawsuit containing allegations in conjunction with Kelsey on Park, which has not yet been served on the Town.

-Town Manager Reade commended Chief Public Information Officer/Grant Writer Merrell Angstreich for her work with obtaining a \$4 million Resilient Florida grant. He announced the Multi Cultural Festival on Saturday September 19th and the Health Fair at the Library on Saturday September 12th. He advised the Commission that there is a conflict with the October 21st Commission meeting and a Florida Redevelopment Association (FRA) Conference. He asked if the Commission would like to cancel or re-schedule the meeting on October 21st.

Motion to cancel the October 21, 2026 commission meeting made by Commissioner O'Rourke. Seconded by Commissioner Linden. Voting Aye: Mayor Michaud, Commissioner Linden, Commissioner Thomas, Commissioner O'Rourke. Voting Nay: Vice Mayor Hensley.

Town Manager Reade announced office closures for Labor Day September 7th. He also spoke about staff attending Saturday meetings and thanked everyone for attending.

-Commissioner O'Rourke thanked Dana for being here.

-Mayor Michaud also thanked Dana for taking the time to come to the Town.

-Commissioner Thomas had no comments.

-Commissioner Linden had no comments.

-Vice Mayor Hensley stated to keep residents in mind when cutting the budget because they pay the taxes.

-Mayor Michaud had no comments.

REQUEST FOR FUTURE AGENDA ITEMS: NONE

ADJOURNMENT:

Motion to adjourn made by Commissioner O'Rourke. Seconded by Commissioner Linden.

Voting Aye: All.

Meeting adjourned 9:02 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on September 16, 2026.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Exhibit A

Testimony Before Lake Park, FL Town Commission 9/02/2026

Item 5.

Public Comment on the '26-27 Town Budget re: Across the Board Merit Raises for All Staff

Michael Steinhauer, 435 Greenbriar Dr. pipestone1992@gmail.com 608-332-5547

Private Resident / Lake Park Society for the Advancement of Civic Engagement

Good evening.

I will begin by expressing my appreciation with the budget presentation to residents on August 22nd. Richard's team has done a remarkable job reworking the budget proposal document for its ease of readability and understanding. The dialogue was especially welcome as it rarely happens here. Thank you.

I also note that budget workshops here have clearly demonstrated your collective concern about the impact on residents. Thank you.

I want to raise concern about the proposed budget provision that would provide all town employees with a 3% merit increase on top of a 2.5% COLA.

I absolutely support paying our employees fairly and recognizing good performance. Our staff members are important to the effective operation of this town, and we want to retain good people.

But I question whether **this is the right year for an across-the-board 3% merit increase**. That increase in compensation opens the door to all the additional costs that accompany higher salaries.

These "merit" increase **BELIES** the very intent and definition of what a merit is, when you give it to everybody. The very purpose of merit recognition becomes diluted and meaningless.

Amendment 3 is anticipated to pass. It could substantially reduce the taxable value available to municipalities. I believe a prudent local government should be cautious about creating permanent recurring expenses in light of the unknown.

The COLA already recognizes inflation and helps our employees maintain their purchasing power.

An employee's palatability to accept this idea is predicated on 4 considerations:

- a) Whether staff feel like their presence and work product makes a difference;
- b) Whether staff feel respected for the work they do, from the Commission to the Town Manager to the residents;
- c) Whether staff feel like their work environment is generally positive, safe, and happy;
- d) And whether the town shows its appreciation by spontaneous acts of support, like the extra days off for holidays.

Small town culture speaks to caring for each other. And I believe staff will understand and accept that the merit portion of the budget will require sacrifice. This isn't about being anti-employee. **It is about being pro long-term financial stability. Your courage in this decision will go a long way to addressing most of the other cost center challenges you currently face. Please think deeply about this.** Thank you.

Commission Comments

Mary Taylor, 209 Park Avenue

Good Evening,

I only have 3 minutes so I will be to the point, seems like Lake Park makes regular headlines, good, bad, long and sometimes ^{miss leading} ugly articles. The town's tumultuous times are not new, they began many years ago when a previous town manager decided what he wanted from this town and it didn't matter what or how residents felt about what they actually valued or needed and most importantly what they didn't want!

W/ integrity
Fast forward to today, we have a relatively new town manager, a qualified town manager, who inherited more adversity than Job. Seems we also have discontented commission members who do not appreciate some citizen comments, opinions or involvement. Well, it is not easy to sit out here either. My point is that our 2.4 square mile town, its' Commission, businesses, and developers were duped, lied to.....without experience or proper guidance, after years of trials and tribulations a surprise, 25 story building rose out of our public land... it's here and now part of our town to embrace, Our eyes are now open, the Marina should be handled like the treasure that it is! The future proposed developments can be modified or rejected. We have a Comprehensive Plan in place, it is possible to adjust height lower as well as higher as some local municipalities have done.

Lake Park Residents once trusted the P&Z BOARD and THE COMMISSION, but I doubt now, you will find many that trust either, without reservations. It is up to you COMMISSIONERS and BOARD MEMBERS, to regain the residents' trust and respect.

Please listen to the voices out here, on social media, NEXTDOOR, FACEBOOK the etc.

Please focus on your BASC responsibilities, the daily services, you were elected to monitor and provide: Public Safety, enforce the 25mph speed limit by methods used commonly to enforce speed limits. Public Works, see that the trash is collected on time and maintain our streets, sidewalks and ensure the cleanliness of public property.

Shabby

We all have personal grievances, but they take up precious time and they don't help solve problems, there is important work to be done that affects 9,000 residents.

The basic responsibility of a local town government is to provide essential daily services and maintain public safety for its residents. Core public services include: Public Safety, run local police and fire departments to protect residents, Public Works to manage water systems, sewage treatment and trash collection. And Infrastructure maintenance of local roads, sidewalks and street signs.? How important do you think that they are to the residents of our Town? Commissioners, how important is the delivery of these core services to you?

45I-205-000814

I will use myself as an example, but I assure you I could easily fill this room with like minded individuals.

FMT CO CUST TRA
209 PARK AVE
LAKE PARK FL 33403-2701

Public Safety, as a commissioner and more importantly as a citizen, I have consistently advocated enforcing the 25 mph speed limit on all of the town's roadways. It is not enforced because the commission has never considered using the changes, physical methods required to accomplish the job.

If you wish to receive this information electronically in the future, please visit fidelity.com/mailpreferences.

Public Works, as a commissioner, I voted to increased cost to garbage services, and stormwater management and infrastructure. But I have yet to see consistent, improved service. The maintenance of roads and sidewalks is visibly ongoing but has a long way to go.

POINT IS,
so much time and effort has been wasted over the years trying to add



Exhibit C

Item 5.

**TOWN LAKE OF PARK
TOWN COMMISSION
STAFF REPORT
MEETING DATE: September 2, 2026**

APPLICATION: 1335 Old Dixie Highway Units 18 and 19 (Berlin Autotech)

SUMMARY OF APPLICANT’S REQUEST: Berlin Autotech LLC (“Agent” and “Applicant”) on behalf of 1335 Old Dixie Highway LLC (“Property Owner”) is requesting special exception approval for a 2,790 square foot auto paint and body use. The proposed development is consistent with the Town of Lake Park’s adopted regulations for the C-4 District.

The Subject Property is located east of Old Dixie Highway in the Town of Lake Park. It is comprised of the following condominium parcels:

PCN: 36-43-42-20-37-002-0180

PCN: 36-43-42-20-37-002-0190

The proposal was considered by the Town’s Planning and Zoning Board on August 3. The Board unanimously found that the application was consistent with the standards of the C-4 district and the special exception criteria.

- During the meeting, the applicant clarified that he will pull a building permit and receive review for his spray booth, uses water-based paints and that contaminants are wholly captured on site and disposed of periodically when the storage tank becomes filled.

BERLIN AUTOTECH

Exhibit D

Special Exception Application

Planning & Zoning Board

1335 Old Dixie Highway, Units 18–19

Lake Park, Florida

Hans Schenk

Managing Member



BOUTIQUE AUTOMOTIVE REPAIR & REFINISHING

- Berlin AutoTech is a boutique automotive repair and refinishing facility specializing in:
 - Luxury vehicles
 - Exotic vehicles
 - Collector vehicles
 - Premium automobiles
- Our business is appointment-based and focused on quality craftsmanship rather than high-volume production.



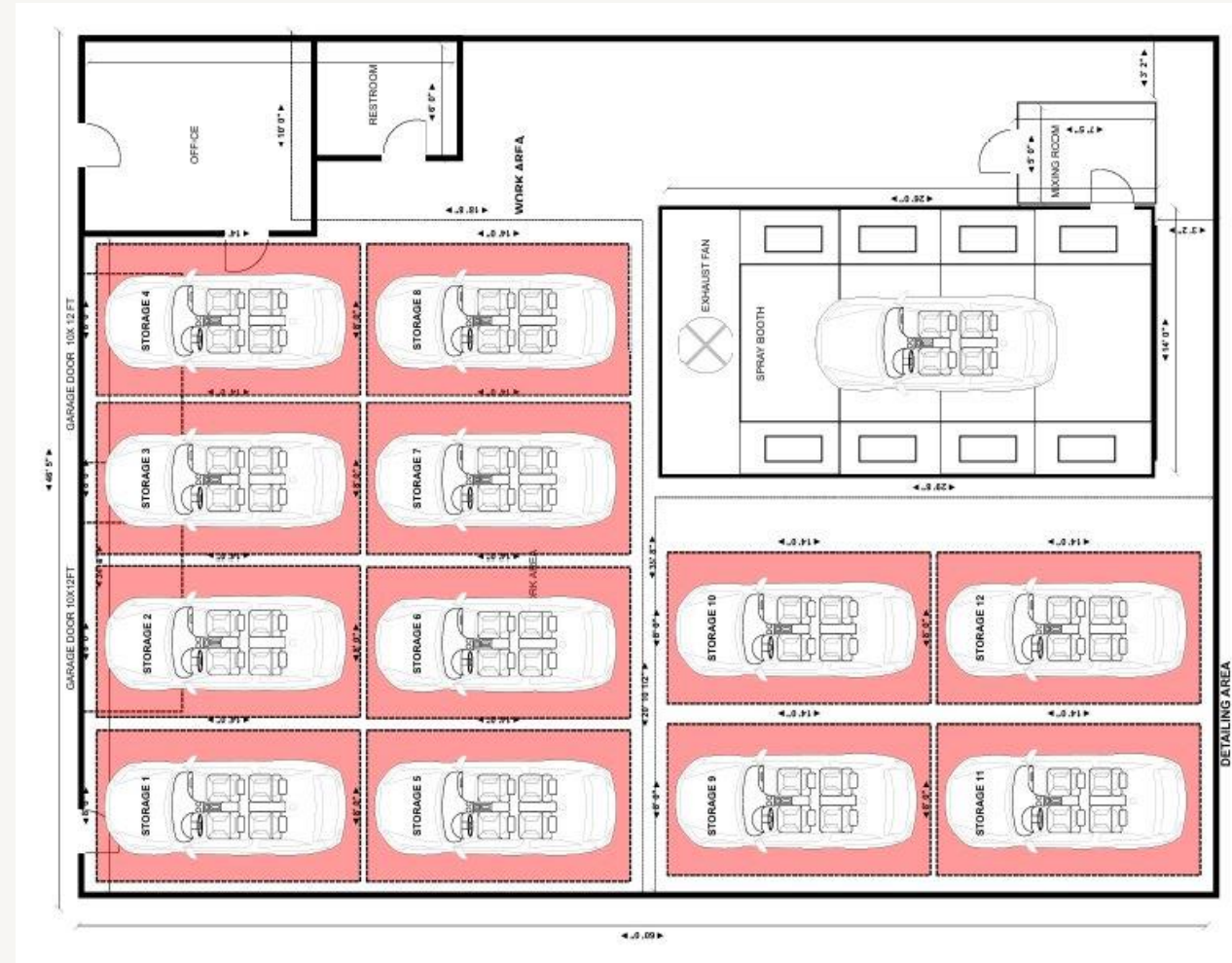
PROPOSED IMPROVEMENT

- Installation of:
 - One enclosed automotive spray booth
 - One paint mixing room



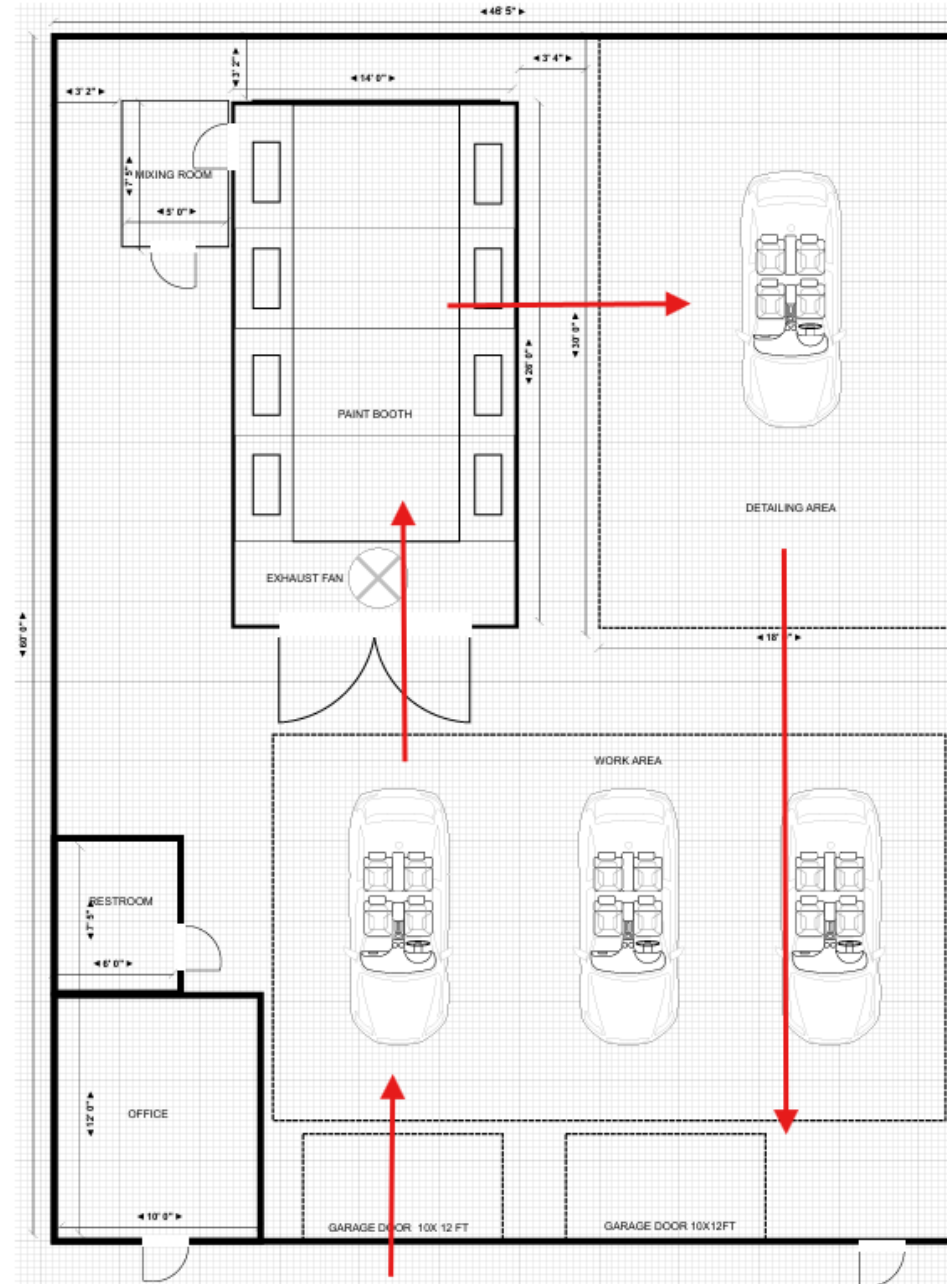
HOW BERLIN AUTOTECH OPERATES

- 3 Full-Time Employees
- Appointment Only
- 3–5 Customer Visits Per Week
- Low Traffic Volume
- Maximum Interior Storage: 12 Vehicles
- Typical Daily Storage: Approximately 8 Vehicles



WORKFLOW

- Vehicle Drop-Off
 - ↓
 - Inspection
 - ↓
 - Repair
 - ↓
 - Preparation
 - ↓
 - Spray Booth
 - ↓
 - Detailing
 - ↓
 - Customer Pick-Up
- Vehicles remain inside the building throughout the repair process.



MINIMAL IMPACT

- Customer visits:
- 3–5 per week
- Appointment only
- Employee parking:
3 Employees
- No outdoor vehicle storage during operations.
- Very low traffic generation.



ENVIRONMENTAL & SAFETY

Environmental Improvements

- The enclosed spray booth provides:
- Filtered exhaust
- Controlled environment
- Reduced overspray
- Improved worker safety
- Higher quality refinishing
- Compliance with Building and Fire Codes



THANK YOU

- Berlin AutoTech respectfully requests approval of the Special Exception Application.

Thank you for your time and consideration.

Susan LaFontaine
545 Evergreen Drive

Lake Park Commission Sept 2, 2026

Exhibit E

Item 5.

Agenda item #9: **Public Noticing Requirements & PADD Uses – Workshop or Regular Town Commission Meeting**

I'm still troubled by the fact that the town's P&Z Board has never had an opportunity to publicly review & discuss the **final** K-H Report which was released ten months ago in November 2025. Nor have they heard public comment about that final report, nor had an opportunity to make their recommendations for changes to our Comprehensive Plan and Land Development Regulations (LDRs). This is in direct contradiction to the timeline that was laid out in the Kimley-Horn Work Order Agreement in April 2025, and more importantly, it ignores the town ordinance Section 55-63 (1) I, which states "**The P&Z board** shall conduct public hearings to gather information necessary for the drafting, establishment, amendment and maintenance of the various elements of the town comprehensive plan and provisions of these regulations." Commission and staff dialogue during public meetings on June 2 and Oct 8, 2025 also stated that when the final K-H report was released it would be presented to the P&Z Board for their review and recommendations, and after that it would be presented to the town commission. But it's never been discussed at a P&Z Board meeting. It's skipped that step and gone directly to you. (I've quoted those meetings in the attachment to my public comment today so they're part of this record.)

Maybe you can ignore the K-H work order agreement timeline, and the statements made by the mayor, town manager, and Community Development Director.

But if you don't follow your own ordinance for the process required for changing the Comprehensive Plan and LDRs, don't you risk those changes being challenged or nullified down the road?

I believe that you should schedule public workshops now to address ALL of the findings and recommendations, and the changes made between the initial and final Kimley-Horn reports, rather than just reviewing this one little section about permitted and special exception uses of our downtown's sub-districts (Park Avenue Downtown District-PADD). That way, when the SB 180 moratorium provisions hopefully expire on Oct 1 next year in 2027 you'll have already heard from town residents and business owners, the Planning & Zoning Board & the Commission's recommendations will have already been drafted into ordinance format, and you'll be ready to vote and on those resolutions on Oct 2. Rather than waiting to begin that whole process until Oct 2027.

Sources of statements made above:

looks to me like they're SKIPPING a required Planning & Zoning (P&Z) Board Review. I say this because (1) According to Lake Park's Community Development Director, Nadia DiTommaso's statements at the Oct 8, 2025 Commission meeting, starting at time 2:02:40, and specifically at 2:04:14:

"What I'm hearing this evening is there may not be a desire to have an additional meeting, and if that's the case, their next step per the contract would be to proceed to P&Z Board & the Local Planning Agency with their recommendations that are drafted into Ordinance format."

Mayor Michaud: "Yes".

Town Manager Reade: "And then following that would be to the Town Commission".

MS DITOMMASO: "Correct. " End of quotes.

(The video is available via the town's municode link, @

<https://lakepark-fl.municodemeetings.com/bc-cc/page/special-called-commission-meeting>)

(2) According to the schedule in the Kimley-Horn Work Order Agreement 4/16/2025, on pgs 3-4 @ [ITEM-Attachment-001-c506aeb2d0f2442f922f32fecff8b360.pdf](#), after the "Policy & Text

Amendments FINAL Version" was completed it was to go the P&Z

Board/Local Planning Agency. Then, after that, it goes to the Town Commission.

(3) Also, in Lake Park's town ordinance, Section 55-63, (1) i.

"The planning and zoning board shall conduct public hearings to gather information necessary for the drafting, establishment, amendment and maintenance of the various elements of the town comprehensive plan and provisions of these regulations. "

@ Chapter 55 - COMMUNITY DEVELOPMENT | Code of Ordinances | Lake Park, FL | Municode Library

(4) At the June 2, 2025 Joint P&Z Board/Commission meeting, when K-H presented their initial report, Town Manager Reade stated (at approximately 2:24:40 on the YouTube video): "So going forward we'll expect to receive policy and land development code text amendments as draft from Kimley-Horn ... the 2nd draft of the text amendments would be available and then somewhere in the August timeframe most likely, the P&Z Board would hear the proposed Comprehensive Plan amendments and Land Development Regulation amendments. From there, if there's a recommendation by the P&Z Board it would then be presented to the town commission for review."

(No video is avail currently on town website for that meeting, @

<https://lakepark-fl.municodemeetings.com/bc-pz/page/planning-and-zoning-board-joint-workshop-town-commission>

The Final K-H report came out in Nov 2025. The P&Z Board met 1/5/26 but the K-H report wasn't on that agenda. The P&Z Board has not had an opportunity for independent, public review and discussion of the



Exhibit F

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2026

Originating Department: Public Works

Agenda Title: Resolution 73-09-26 – Agreement (ITB #121-2026 - RE-BID All-Terrain Litter Vacuum) – Madvac LN50 Diesel All-Terrain Litter Vacuum – Exprolink Corporation. – \$76,792

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

Cost of Item: \$76,792 **Funding Source:** Vehicles

Account Number: 402-538-402-66900 **Finance Signature:** Barbara A. Gould

Advertised:

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

Attachments: Agenda Request Form

Resolution 73-09-26

Agreement

Bid Document and Quote

Warranty Information

Please initial one:

_____ Yes I have notified everyone

DB _____ Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified the need to purchase an All-Terrain Litter Vacuum to maintain reliable and efficient stormwater maintenance operations throughout the Town. The proposed purchase will support the removal of litter, debris, and sediment from swales, rights-of-way, drainage areas and other stormwater-related areas that require routine maintenance to support continued service operations.

As a result, the Town issued an Invitation to Bid (ITB #109-2026 – March 9, 2026) in accordance with the Town’s Procurement Policy. The intent of this ITB is to solicit competitive pricing from qualified vendors to provide a LN50 Diesel All-Terrain Litter Vacuum, including the purchase and delivery of the equipment, together with related warranty coverage, to support stormwater operations.

The Town received the following bid in response to ITB #109-2026:

- Exprolink Corporation – Madvac LN50 Diesel Option \$ 75,275

However, during the Town Commission’s May 6, 2026, Regular Meeting, staff was directed to also obtain prices for an electric-powered alternative. As a result, the Town did not accept the pricing that was provided by Exprolink Corporation and issued an Invitation to Bid (ITB #121-2026 - RE-BID All-Terrain Litter Vacuum) in accordance with the Town’s Procurement Policy. The intent of this ITB was to solicit competitive pricing from qualified vendors to provide an LN50 Diesel All-Terrain Litter Vacuum and/or an electric-powered All-Terrain Litter Vacuum, including the purchase and delivery of the equipment, together with related warranty coverage, to support stormwater operations.

The Town received the following bid in response to ITB #121-2026 - RE-BID All-Terrain Litter Vacuum:

- Exprolink Corporation - Madvac LN50 Diesel Option \$ 76,792
- Exprolink Corporation - Madvac LN50e Electric Option \$119,893

Note: The proposed diesel option within the second ITB by Omega Liquid Waste Solutions would be \$1,517 higher than the original pricing provided by Exprolink Corporation. Additionally, the proposed electric unit would be \$43,101 higher than the diesel option.

The proposed electric alternative unit would provide several potential operational benefits, including reduced routine engine maintenance, lower operating noise, zero direct tailpipe emissions and reduced estimated energy costs. However, the Public Works Department lacks a dedicated Level 2 electric equipment charging infrastructure capable of supporting this unit (i.e., evaluation of current electrical service, install a dedicated electrical circuit, permitting and other related electrical work), which is estimated to cost an additional \$10,000 to install assuming the existing electrical service has sufficient capacity and no significant trenching, panel upgrades, or utility improvements are required.

The electric option would also utilize lithium-ion batteries and an onboard charger, requiring a 240-volt Level 2 electrical connection to achieve an estimated charging time of approximately 5 hours (charging from a standard 120-volt electrical source may require approximately 15 to 18 hours). This option is estimated to provide approximately \$6,188 in annual operating savings compared with the diesel alternative.

However, based solely on the \$43,101 purchase price difference between the diesel and electric options, the estimated payback period (projected annual savings of \$6,188) would require the Town to maintain this vehicle for approximately 6.97 years before reaching a breakeven point in cost. Further, the additional infrastructure cost, battery replacement and annual electric costs would not be included in the payback timeframe and would increase the total time to achieve breakeven.

As a result, the Public Works Department is recommending that the Town Commission consider the purchase of the diesel alternative, which maintains a lower initial acquisition cost (\$43,101) and can be

immediately incorporated into the Public Works Department's stormwater and litter clean-up operations utilizing existing diesel fueling infrastructure established operational and fleet-maintenance practices for diesel-powered equipment.

To ensure the lowest possible price, staff recommends that the Town purchase the Madvac LN50 Diesel All-Terrain Litter Vacuum from Exprolink Corporation. in the amount of \$76,792. If approved, the Town Commission would accept Exprolink Corporation'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.

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

"The town commission hereby establishes \$35,000 as the threshold at which a formal competitive solicitation process shall be used, unless as otherwise provided for herein. A formal competitive solicitation process shall be employed for all invitations to bid, request for proposals, request for qualifications, or request for information. When employing these formal competitive solicitations, the invitation or request shall be published such that it is available simultaneously to all Offerors and shall include the time and date for the town's receipt of bids, proposals, and replies. All formal competitive solicitations shall include provisions relating to compliance with the regulations of the Palm Beach County Office of Inspector General."

Note: Various documents related to this ITB process are either attached and/or available for review by contacting the Town Clerk's Office, including ITB #121-2026 - RE-BID All-Terrain Litter Vacuum and published addendums, as required.

Funding to support this purchase is available within the Town's Fiscal Year 2026 Budget - Stormwater Fund.

If approved, the proposed purchase is expected to be received by August/September 2026 and will have a limited equipment warranty for twelve (12) months or 1,000 operating hours, whichever occurs first from the date of delivery. The warranty includes eligible parts and labor necessary to correct defects in materials or workmanship under normal operating conditions and proper maintenance. The Kubota diesel engine is separately covered for twenty-four (24) months or 2,000 operating hours, whichever occurs first.

The proposed Agreement was prepared by the Public Works Operations Manager and Public Works Director and reviewed by the proposed vendor, Exprolink Corporation, the Foreman - Stormwater Infrastructure, the Finance Director, Town Manager and Town Attorney.

Although the Town has not previously worked with the proposed vendor, staff research confirmed that Exprolink Corporation, the U.S. subsidiary associated with the manufacture and distribution of Madvac equipment, has conducted business with a Florida governmental entity. Florida municipalities have also previously purchased and operated various Madvac litter-vacuum and street-sweeping units.

Recommended Motion:

I move to approve Resolution 73-09-26 and authorize the Town to enter into an Agreement with Exprolink Corporation. for the purchase of a LN50 Diesel All-Terrain Litter Vacuum, in the amount of \$76,792; and authorize the Mayor to execute the proposed Agreement.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 2, 2026

Originating Department: Public Works

Agenda Title: Resolution 75-09-26 – Agreement (RFP#122-2026) Kelsey Park Fitness Trail Exercise Equipment Replacement Project (Phase 2 – South-Side of Kelsey Park) – Reshaping - Allgrade, Inc. - \$12,000

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

Cost of Item:	\$12,000	Funding Source:	Public Improvement Fund
Account Number:	160-559-160-63000	Finance Signature:	Barbara A. Gould

Advertised:

Date: July 14, 2026 **Newspaper:** Town Website

Attachments:

Resolution 75-09-26

Agreement with Allgrade, Inc.

Allgrade, Inc. Proposal

Request for Proposals No. 122-2026, Kelsey Park Fitness Trail Reshaping – Phase 2 – South-Side of Kelsey Park

Submitted Price Proposals

Please initial one:

_____ Yes, I have notified everyone.

JM _____ Not applicable in this case

Summary Explanation/Background:

The Public Works Department has identified the need to enter into an agreement with Allgrade, Inc. for the excavation, reshaping, grading and preparation of the existing fitness trail pathway at Kelsey Park (Phase 2 – South Side of Park).

Note: The excavation, reshaping, grading and preparation of the existing fitness trail pathway at Kelsey Park (Phase 1 – North-Side of Kelsey Park), in the amount of \$15,600, was approved by the Town Commission on June 3, 2026 (Resolution 44-06-26). At that time, staff did not notify the Town Commission that this was a multi-phase project where both phases were/would be competitive bid/solicited by the Town individually. Thus, if Phase 2 is approved, both Phases would total \$27,600

with Allgrade, Inc. serving as the contractor for both Phases.

The proposed project is planned to include the replacement of existing fitness equipment and additional site preparation activities necessary on the south side of Kelsey Park to complete the project. However, before the new exercise equipment can be installed, the existing walk-and-run pathway must be reshaped to provide a safer, more uniform trail surface and to accommodate the required clear use zones for the new equipment.

Note: The proposed scope of work, if approved, would include the following: recutting walking paths on the south side of the park, creating new and existing workout areas, stockpiling vegetation and old mulch, spreading excess vegetation and mulch, loading material for haul-away, and spreading new mulch within the walking paths and workout areas. Further, the Town would be responsible for providing the mulch and for hauling vegetation, if necessary.

As a result of the need to complete the pathway work on the south side of the park before the new exercise equipment can be installed, the Town issued a Request for Proposals (RFP #122-2026 – July 14, 2026) in accordance with the Town’s Procurement Policy. The intent of this RFP was to solicit competitive pricing from qualified contractors to provide labor, supervision, equipment, tools, materials, transportation, traffic control, and related services necessary to excavate, reshape, and grade the existing south-side fitness trail pathway and install new mulch to support the Kelsey Park Fitness Trail project. Following the completion of this work, the installation of the new equipment will then be completed (not included in the proposed cost and/or competitive bid outlined within this Agenda Item).

The Town received one (1) proposal in response to Request for Proposals No. 122-2026:

- Allgrade, Inc. - \$12,000

Note: This proposal has been reviewed and, according to the Public Works Department, is in accordance with the Town’s procurement policy and the proposed scope of work and requirements established within the solicitation documents; thus, the Public Works Department has determined that Allgrade, Inc. provided a responsive proposal for Phase 2, in the amount \$12,000.

To ensure the lowest possible price, staff recommends that the Town enter into an Agreement with Allgrade, Inc., in the amount of for \$12,000. If approved, the Town Commission will accept Allgrade, Inc.’s bid including all terms, conditions and pricing contained in the existing agreement. The Town will not expend more than the amount within the approved budget as it may be adopted or amended each year for these goods and services over the term of the contract.

The proposed purchase follows the Town of Lake Park’s Purchasing Code, 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 the original competitive process RFP #122-2026 are attached and/or available for review from the Town Clerk’s Office, including but not limited to the solicitation notice, scoring matrix, proposal documents, and advertisement as required.

Funding to support the Kelsey Park Fitness Trail Exercise Equipment Replacement Project is available within the approved FY 2026 Budget utilizing various revenue sources [i.e., Community Development Block Grant (CDBG) funding (\$41,558) and the Town of Lake Park Public Improvement Fund (\$106,205.45)]. The total costs associated with this project are as follows:

- Kelsey Park Fitness Trail Equipment Replacement: \$92,155
- Phase 1 – North-Side trail reshaping (Completed): \$15,600
- Phase 1 – North-Side mulch (Completed): \$ 3,120
- Phase 2 – South-Side trail reshaping (Proposed Cost): \$12,000
- Phase 2 – South-Side mulch (Proposed Costs): \$ 3,120

Note: All work associated with Phase 1 – North-Side of Kelsey Park has been previously approved and completed. Additionally, the fitness equipment has been competitive bid and approved by the Town Commission (ITB #101-2026 – Kelsey Park Fitness Trail Equipment Replacement. Thus, if Phase 2 is approved, the total project cost (Phase 1 & Phase 2) is expected to be \$125,995 – resulting a total project savings of \$21,768.45 from the expected funding from the Town’s Public Improvement Fund.

The proposed Phase 2 Agreement with Allgrade, Inc., if approved, will be funded from the Town of Lake Park Public Improvement Fund.

If approved, the proposed project is expected to be completed within ten (10) days from the Notice To Proceed by the Public Works Department.

The proposed agreement was prepared by the Project Manager - Capital Projects and reviewed by the proposed vendor, Allgrade, Inc., as well as the Public Works Director, the Grant Writer/Chief Public Information Officer, the Special Events Director, the Finance Director and the Town Attorney.

The Town has previously worked with Allgrade, Inc. and they provided a good product and excellent customer service.

Recommended Motion:

I move to approve Resolution 75-09-26 and authorize an Agreement with Allgrade, Inc. to support the Kelsey Park Fitness Trail Exercise Equipment Replacement Project – Reshaping – Phase 2, in the total amount of \$12,000; and authorize the Mayor to execute the proposed Agreement.



Exhibit H

FY 2027 Ad-Valorem (Property Tax) - Various Millage Rates & Revenues

Description	Millage Rate 5.1000	Millage Rate 5.0900	Millage Rate 5.0800	Millage Rate 5.0700	Millage Rate 5.0600	Millage Rate 5.0500	Millage Rate 5.0400	Millage Rate 5.0300	Millage Rate 5.0200	Millage Rate 5.0100	Millage Rate 5.0050	Millage Rate 5.0000	Millage Rate 4.9900
Total - 2026/27 Estimated Taxable Value	\$8,671,752	\$8,654,748	\$8,637,745	\$8,620,742	\$8,603,738	\$8,586,735	\$8,569,731	\$8,552,728	\$8,535,724	\$8,518,721	\$8,510,219	\$8,501,717	\$8,484,714
Decrease in Revenue		\$17,003	\$34,007	\$51,010	\$68,014	\$85,017	\$102,021	\$119,024	\$136,027	\$153,031	\$161,533	\$170,034	\$187,038
CRA - 2026/27 Estimated Taxable Value	\$2,337,452	\$2,334,720	\$2,331,989	\$2,329,258	\$2,326,526	\$2,323,795	\$2,321,064	\$2,318,333	\$2,315,601	\$2,312,870	\$2,311,504	\$2,310,139	\$2,307,408
Decrease in Revenue		\$2,732	\$5,463	\$8,194	\$10,926	\$13,657	\$16,388	\$19,119	\$21,851	\$24,582	\$25,948	\$27,313	\$30,044
General Fund Revenues (After CRA TIF Contribution)	\$6,334,300	\$6,320,028	\$6,305,756	\$6,291,484	\$6,277,212	\$6,262,940	\$6,248,667	\$6,234,395	\$6,220,123	\$6,205,851	\$6,198,715	\$6,191,578	\$6,177,306

Description	Millage Rate 4.9800	Millage Rate 4.9700	Millage Rate 4.9600	Millage Rate 4.9500	Millage Rate 4.9000	Millage Rate 4.8500	Millage Rate 4.8000	Millage Rate 4.7500	Millage Rate 4.7000	Millage Rate 4.6500	Millage Rate 4.6000	110% of Rollback 4.5783	Rollback Rate 4.1621
Total - 2026/27 Estimated Taxable Value	\$8,467,711	\$8,450,707	\$8,433,704	\$8,416,700	\$8,331,683	\$8,246,666	\$8,161,649	\$8,076,632	\$7,991,614	\$7,906,597	\$7,821,580	\$7,784,683	\$7,077,000
Decrease in Revenue	\$204,041	\$221,045	\$238,048	\$255,052	\$340,069	\$425,086	\$510,103	\$595,120	\$680,137	\$765,155	\$850,172	\$887,069	\$1,594,752
CRA - 2026/27 Estimated Taxable Value	\$2,304,676	\$2,301,945	\$2,299,214	\$2,296,482	\$2,282,826	\$2,269,170	\$2,255,513	\$2,241,857	\$2,228,201	\$2,214,544	\$2,200,888	\$2,194,961	\$2,081,285
Decrease in Revenue	\$32,776	\$35,507	\$38,238	\$40,970	\$54,626	\$68,282	\$81,939	\$95,595	\$109,251	\$122,908	\$136,564	\$142,491	\$256,167
General Fund Revenues (After CRA TIF Contribution)	\$6,163,035	\$6,148,762	\$6,134,490	\$6,120,218	\$6,048,857	\$5,977,496	\$5,906,136	\$5,834,775	\$5,763,413	\$5,692,053	\$5,620,692	\$5,589,722	\$4,995,715

Meeting Date 9-2-26

Commission

Item 5.

Cards must be submitted before the item is discussed!!

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

Name: Dana Herst
Address: WPB 53405 (953 Hansen 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):

I would like to introduce myself to the Mayor + Commissioners

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 9/2/26

Commission

Cards must be submitted before the item is discussed!!

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

Name: Michael Steinhauer
Address: 435 Greenbriar

If you are interested in receiving Town information through Email, please provide your E-mail address: pipestone1992@gmail

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

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

Budget + Consideration

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.

Public Comment on the '26-27 Town Budget re: Across the Board Merit Raises for All Staff

Michael Steinhauer, 435 Greenbriar Dr. pipestone1992@gmail.com 608-332-5547

Private Resident / Lake Park Society for the Advancement of Civic Engagement

Good evening.

I will begin by expressing my appreciation with the budget presentation to residents on August 22nd. Richard's team has done a remarkable job reworking the budget proposal document for its ease of readability and understanding. The dialogue was especially welcome as it rarely happens here. Thank you.

I also note that budget workshops here have clearly demonstrated your collective concern about the impact on residents. Thank you.

I want to raise concern about the proposed budget provision that would provide all town employees with a 3% merit increase on top of a 2.5% COLA.

I absolutely support paying our employees fairly and recognizing good performance. Our staff members are important to the effective operation of this town, and we want to retain good people.

But I question whether **this is the right year for an across-the-board 3% merit increase**. That increase in compensation opens the door to all the additional costs that accompany higher salaries.

These "merit" increase **BELIES** the very intent and definition of what a merit is, when you give it to everybody. The very purpose of merit recognition becomes diluted and meaningless.

Amendment 3 is anticipated to pass. It could substantially reduce the taxable value available to municipalities. I believe a prudent local government should be cautious about creating permanent recurring expenses in light of the unknown.

The COLA already recognizes inflation and helps our employees maintain their purchasing power.

An employee's palatability to accept this idea is predicated on 4 considerations:

- a) Whether staff feel like their presence and work product makes a difference;
- b) Whether staff feel respected for the work they do, from the Commission to the Town Manager to the residents;
- c) Whether staff feel like their work environment is generally positive, safe, and happy;
- d) And whether the town shows its appreciation by spontaneous acts of support, like the extra days off for holidays.

Small town culture speaks to caring for each other. And I believe staff will understand and accept that the merit portion of the budget will require sacrifice. This isn't about being anti-employee. **It is about being pro long-term financial stability. Your courage in this decision will go a long way to addressing most of the other cost center challenges you currently face. Please think deeply about this.** Thank you.

Meeting Date

9/2/2026

Commission

Cards must be submitted before the item is discussed!!

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

Item 5.

Name:

Mary Taylor

Address:

2109 Park Ave

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

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

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

How can Lake Park improve its reputation

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.

Commission Comments

Mary Taylor, 209 Park Avenue

Good Evening,

I only have 3 minutes so I will be to the point, seems like Lake Park makes regular headlines, good, bad, long and sometimes ^{Miss Leading} ugly articles. The town's tumultuous times are not new, they began many years ago when a previous town manager decided what he wanted from this town and it didn't matter what or how residents felt about what they actually valued or needed and most importantly what they didn't want!

Integrate Fast forward to today, we have a relatively new town manager, a qualified town manager, who inherited more adversity than Job. Seems we also have discontented commission members who do not appreciate some citizen comments, opinions or involvement. Well, it is not easy to sit out here either. My point is that our 2.4 square mile town, its' Commission, businesses, and developers were duped, lied to.....without experience or proper guidance, after years of trials and tribulations a surprise, 25 story building rose out of our public land... it's here and now part of our town to embrace, Our eyes are now open, the Marina should be handled like the treasure that it is! The future proposed developments can be modified or rejected. We have a Comprehensive Plan in place, it is possible to adjust height lower as well as higher as some local municipalities have done.

Lake Park Residents once trusted the P&Z BOARD and THE COMMISSION, but I doubt now, you will find many that trust either, without reservations. It is up to you COMMISSIONERS and BOARD MEMBERS, to regain the residents' trust and respect.

Please listen to the voices out here, on social media, NEXTDOOR, FACEBOOK the etc.

Please focus on your BASC responsibilities, the daily services, you were elected to monitor and provide: Public Safety, enforce the 25mph speed limit by methods used commonly to enforce speed limits. Public Works, see that the trash is collected on time and maintain our streets, sidewalks and ensure the cleanliness of public property. *Shabby*

We all have personal grievances, but they take up precious time and they don't help solve problems, there is important work to be done that affects 9,000 residents.

The basic responsibility of a local town government is to provide essential daily services and maintain public safety for its residents. Core public services include: Public Safety, run local police and fire departments to protect residents, Public Works to manage water systems, sewage treatment and trash collection. And Infrastructure maintenance of local roads, sidewalks and street signs.? How important do you think that they are to the residents of our Town? Commissioners, how important is the delivery of these core services to you?

451-205-000814

I will use myself as an example, but I assure you I could easily fill this room with like minded individuals.

FMT CO CUST, IRA
209 PARK AVE
LAKE PARK FL 33403-2701

Public Safety, as a commissioner and more importantly as a citizen, I have consistently advocated enforcing the 25 mph speed limit on all of the town's roadways. It is not enforced because the commission has never considered using the changes, physical methods required to accomplish the job.

If you wish to receive this information electronically in the future, please visit fidelity.com/mailpreferences.

Public Works, as a commissioner, I voted to increased cost to garbage services, and stormwater management and infrastructure. But I have yet to see consistent, improved service. The maintenance of roads and sidewalks is visibly ongoing but has a long way to go.

POINT IS,

so much time and effort has been wasted over the years trying to add

Meeting Date 9/2

Commission

Item 5.

Cards must be submitted before the item is discussed!!

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

Name: Sue L Fontaine

Address: 545 Evergreen

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

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

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.

Susan LaFontaine
545 Evergreen Drive

Lake Park Commission Sept 2, 2026

Exhibit E

Item 5.

Agenda item #9: Public Noticing Requirements & PADD Uses – Workshop or Regular Town Commission Meeting

I'm still troubled by the fact that the town's P&Z Board has never had an opportunity to publicly review & discuss the **final** K-H Report which was released ten months ago in November 2025. Nor have they heard public comment about that final report, nor had an opportunity to make their recommendations for changes to our Comprehensive Plan and Land Development Regulations (LDRs) . This is in direct contradiction to the timeline that was laid out in the Kimley-Horn Work Order Agreement in April 2025, and more importantly, it ignores the town ordinance Section 55-63 (1) I, which states "**The P&Z board** shall conduct public hearings to gather information necessary for the drafting, establishment, amendment and maintenance of the various elements of the town comprehensive plan and provisions of these regulations." Commission and staff dialogue during public meetings on June 2 and Oct 8, 2025 also stated that when the final K-H report was released it would be presented to the P&Z Board for their review and recommendations, and after that it would be presented to the town commission. But it's never been discussed at a P&Z Board meeting. It's skipped that step and gone directly to you. (I've quoted those meetings in the attachment to my public comment today so they're part of this record.)

Maybe you can ignore the K-H work order agreement timeline, and the statements made by the mayor, town manager, and Community Development Director.

But if you don't follow your own ordinance for the process required for changing the Comprehensive Plan and LDRs, don't you risk those changes being challenged or nullified down the road?

I believe that you should schedule public workshops now to address ALL of the findings and recommendations, and the changes made between the initial and final Kimley-Horn reports, rather than just reviewing this one little section about permitted and special exception uses of our downtown's sub-districts (Park Avenue Downtown District-PADD). That way, when the SB 180 moratorium provisions hopefully expire on Oct 1 next year in 2027 you'll have already heard from town residents and business owners, the Planning & Zoning Board & the Commission's recommendations will have already been drafted into ordinance format, and you'll be ready to vote and on those resolutions on Oct 2. Rather than waiting to begin that whole process until Oct 2027.

Sources of statements made above:

looks to me like they're SKIPPING a required Planning & Zoning (P&Z) Board Review. I say this because (1) According to Lake Park's Community Development Director, Nadia DiTommaso's statements at the Oct 8, 2025 Commission meeting, starting at time 2:02:40, and specifically at 2:04:14:

"What I'm hearing this evening is there may not be a desire to have an additional meeting, and if that's the case, their next step per the contract would be to proceed to P&Z Board & the Local Planning Agency with their recommendations that are drafted into Ordinance format."

Mayor Michaud: "Yes".

Town Manager Reade: "And then following that would be to the Town Commission".

MS DITOMMASO: "Correct. " End of quotes.

(The video is available via the town's municode link, @

<https://lakepark-fl.municodemeetings.com/bc-cc/page/special-called-commission-meeting>)

(2) According to the schedule in the Kimley-Horn Work Order Agreement 4/16/2025, on pgs 3-4 @ ITEM-Attachment-001-

c506aeb2d0f2442f922f32fecff8b360.pdf, after the "Policy & Text Amendments FINAL Version" was completed it was to go the P&Z

Board/Local Planning Agency. Then, after that, it goes to the Town Commission.

(3) Also, in Lake Park's town ordinance, Section 55-63, (1) i.

"The planning and zoning board shall conduct public hearings to gather information necessary for the drafting, establishment, amendment and maintenance of the various elements of the town comprehensive plan and provisions of these regulations. "

@ Chapter 55 - COMMUNITY DEVELOPMENT | Code of Ordinances | Lake Park, FL | Municode Library

(4) At the June 2, 2025 Joint P&Z Board/Commission meeting, when K-H presented their initial report, Town Manager Reade stated (at approximately 2:24:40 on the YouTube video): "So going forward we'll expect to receive policy and land development code text amendments as draft from Kimley-Horn ... the 2nd draft of the text amendments would be available and then somewhere in the August timeframe most likely, the P&Z Board would hear the proposed Comprehensive Plan amendments and Land Development Regulation amendments. From there, if there's a recommendation by the P&Z Board it would then be presented to the town commission for review."

(No video is avail currently on town website for that meeting, @

<https://lakepark-fl.municodemeetings.com/bc-pz/page/planning-and-zoning-board-joint-workshop-town-commission>

The Final K-H report came out in Nov 2025. The P&Z Board met 1/5/26 but the K-H report wasn't on that agenda. The P&Z Board has not had an opportunity for independent, public review and discussion of the



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026
Originating Department: Town Clerk
Town of Lake Park FY 2027 Budget Meeting Minutes - First Public
Agenda Title: Hearing - September 8, 2026
Agenda Category: Consent
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: Minutes, Exhibits A-D, Comment Cards

Please initial one:

_____ Yes I have notified everyone
 LW _____ Not applicable in this case

Recommended Motion:

I move to approve the minutes of the Town of Lake Park's FY 2027 Budget Meeting - First Public Hearing.



Lake Park Town Commission, Florida

First Public Hearing on the Budget Minutes

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

Tuesday September 08, 2026 6:30pm

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

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

CALL TO ORDER/ROLL CALL

6:37 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner John Linden

Commissioner Michael O'Rourke

ABSENT

Commissioner Judith Thomas

PLEDGE OF ALLEGIANCE

Mayor Michaud led the Pledge of Allegiance.

APPROVAL OF AGENDA:

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

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

PUBLIC COMMENT:

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

-Mayor Michaud stated for the record that the Town was in receipt of written comments from Michael Steinhauer that were submitted electronically and will be made a part of the minutes as Exhibit A.

-Mary Beth Taylor provided her written comments via Exhibit B.

NEW BUSINESS:

1. Resolution 76-09-26 - Establish Fiscal Year 2026-2027 Millage Rates - Operating (FIRST READING)

Finance Director Barbara Gould presented to the Commission (Exhibit C).

Mayor Michaud asked if the Human Resources (HR) Department was added back into the budget. Finance Director Gould stated that the HR Department never left the budget. Town Manager Reade explained the roll back rate and the millage rate of 5.0.

Motion to approve Resolution 76-09-26 made by Commissioner O'Rourke, Seconded by Commissioner Linden.

Vice Mayor Hensley clarified the millage rate being cut from 5.1 mils to 5.0 mils and expressed concern with possible necessary cuts in the future. Mayor Michaud also spoke about the necessity of being able to maintain essential services. Town Manager Reade thanked the Commission for the cuts they made to their own pay and that those cuts could potentially allow some events throughout the year to continue. Vice Mayor Hensley stated that depending on what happens, they may need to make some tough decisions next year. Commissioner Linden asked what the potential losses would be for the first year due to

Amendment 3. Town Manager Reade explained that it is estimated that the loss for the first year could be \$1.1 or \$1.2 million and the second year could be \$1.6 or \$1.7 million. He added that there may not be enough big development coming to the Town that would offset those losses. Commissioner Linden clarified that the cost of living and merit increases that some staff had voluntarily given up, they were able to keep, and it was only the Commission increases that were sacrificed. Commissioner Linden stated that he believes Amendment 3 will pass one way or another and believes that Lake Park is not in such a bad position and stated that next year we need to look at everything sooner and take a harder look. Commissioner Linden asked if a survey was ever sent to the residents to see what they want in regards to events and services. Commissioner O'Rourke stated that he does not believe there is such a rosy outlook. He stated that we have just been lucky not to have had a catastrophic weather event and does not believe that the reserves are adequate, that we have a limited economic base to the Town with no new residential projects coming after Avalon Bay. Mayor Michaud agreed that they need an early capture next year in order to make necessary adjustments. Town Manager Reade spoke about the need to rely on grants more in the future.

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

2. Resolution 77-09-26 – Fiscal Year 2027 Budget – All Funds - Town of Lake Park

Town Manager Reade presented the item (Exhibit D).

Motion to approve Resolution 77-09-26 made by Commissioner O'Rourke, Seconded by Commissioner Linden.

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

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Lashley had no comments. Mayor Michaud stated for the record that it was good to see Town Attorney Lashley again.

-Town Manager Reade had no comments.

-Commissioner O'Rourke asked about a road project on Northern Drive by 10th Avenue and when it will be completed. Town Manager Reade stated he will get an exact date for them and for the public.

-Vice Mayor Hensley also requested the Town address a pothole on 10th Avenue that is getting bigger.

-Commissioner Linden requested a future agenda item for term limits for Commissioners and Mayor.

-Commissioner O'Rourke stated that he would like to talk about changing our election process to give residents a valid way to vote. It was agreed that because these two items are not budget related, they will request them again at the Regular Commission Meeting.

ADJOURNMENT:

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

Voting Aye: All.

Meeting adjourned 7:32 P.M.

FUTURE MEETING DATE: Next Scheduled Budget Meeting will be held on September 16, 2026.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2026

Commission Meeting Public Comment - September 8, 2026: For the Public Record

From Michael Steinhauer <pipestone1992@gmail.com>

Date Tue 9/8/2026 3:14 PM

To Vivian Mendez <vmendez@lakeparkflorida.gov>; Laura Weidgans <lweidgans@lakeparkflorida.gov>; Roger Michaud <rmichaud@lakeparkflorida.gov>; Richard Reade <rreade@lakeparkflorida.gov>

Cc Michael Steinhauer <pipestone1992@gmail.com>; ekaterinaz <ekaterinaz@hotmail.com>

In lieu of my inability to appear this evening, I submit this public comment for the record.

I want to begin by saying that I appreciate the difficult responsibility this Commission has in developing a budget. But I also believe residents deserve more than 180 seconds **at a Commission meeting** to comment on complicated financial decisions.

I would respectfully ask this Commission to create more opportunities for meaningful dialogue with residents before major budget decisions are finalized. Public comment should be more than a series of three-minute sales pitches. It should be part of an ongoing conversation about our town's priorities.

I'd like to offer five observations.

First, Richard presented the Commission with several dozen town activities and expenses and asked you to prioritize them. That's a useful exercise. But I have to ask: why weren't residents given the same opportunity? We are stakeholders too. I encourage the Commission to conduct a similar resident prioritization exercise before next year's budget is developed.

Second, I remain concerned about the way the recent CRA RFP award was ultimately handled. Whatever the intentions may have been, the process created the perception that the rules changed at the last moment to accommodate a particular request. That's not a message we want future businesses and investors to take away from our town. I would encourage the Commission to review that process and establish clear, consistent RFP procedures that apply equally to everyone and stick to it.

Third, employee compensation is our largest recurring expense, yet I don't see enough discussion about how merit increases should actually be earned. A COLA and a merit increase are two different things. One recognizes the cost of living; the other should recognize demonstrated performance. I would encourage the Commission to **charge the Town Manager** to establish clear performance standards and measurable criteria before awarding across-the-board merit increases.

Fourth, I keep asking myself a simple question: what are YOU saying "no" to? Reducing an expenditure is not the same as eliminating or postponing one. At some point, responsible budgeting requires us to identify priorities and make difficult choices. I would ask the Commission to identify

specific expenditures that can be deferred, or eliminated rather than relying primarily on incremental reductions.

Fifth, we may be facing significant financial uncertainty later this year, particularly if changes to the Homestead Exemption affect our future revenues. In that environment, I question whether adding new fees—such as library room-use fees—is the best expression of fiscal responsibility. Residents already contribute to the library through their taxes. Before adding another fee, I would ask the Commission to demonstrate that all other reasonable spending alternatives have been thoroughly examined that can effectively position us for a uncertain fiscal future.

So my request tonight is not simply to criticize this budget. It is to ask for a better process.,To do better. Give residents an opportunity to prioritize.

Create meaningful budget workshops where residents and commissioners can exchange ideas.

Establish objective standards for individual merit compensation.

Identify what we are actually willing to defer, reduce, or eliminate.

And develop a financial contingency plan before making new recurring commitments.

The strength of a small town is that residents and elected officials are close enough to one another to actually listen and work together.I respectfully ask this Commission to take advantage of that strength.

When residents feel heard, even when we disagree with the final decision, trust is strengthened. When residents feel that decisions have already been made without meaningful public dialogue, that trust is weakened.

I believe this Commission has an opportunity tonight to begin rebuilding that trust through a more open, collaborative, and financially disciplined process.

Thank you.

Michael J Steinhauer, BS, OTR/L, MPH, FAOTA
Resident and Secretary/Treasurer, Lake Park Society for the Advancement of Civic Engagement
435 Greenbriar Drive
West Palm Beach, FL 33403
Cell: [608-332-5547](tel:608-332-5547)



File:United States Public Health Service (seal).svg - Wikimedia ...

File:Seal of the Federal Emergency Management Agency.svg

Exhibit B

Item 6.

September 8, 2026

Lake Park Public Budget Meeting

Mary Taylor, 209 Park Ave

THANK YOU, for the new and improved NEWSLETTER.

THANK YOU, for these televised public budget meetings.

THANK YOU, for considering resident's financial situations,
when making unpopular budget decisions.

THANK YOU, to the employees mentioned at the last meeting who
offered to forgo their compensation this year. I assure you, your
noble offer did not go unnoticed.

Cost Cutting Suggestions

SUNSET CELEBRATIONS, Create and increase interest and
participation by including seasonal and Town holiday themes.

THEMATIC PLANNING: DON'T ELIMINATE, COMBINE,
NO REASON TO HOLD TWO SEPARATE EVENTS.

Examples:

- RED, WHITE and BLUE and Sunset
- Summer Vacation/ Graduation Party with Sunset
- VACATION IN PLACE, and Sunset Celebration
- History, Local or National Holidays
- End of Summer, Back to School Party, Sunset
- Halloween at Sunset Celebration
- Thanksgiving Sharing, Multicultural Fair at Sunset
- WELCOME TO LAKE PARK, SUNSET

Exhibit C

TOWN OF LAKE PARK COMMISSION WORKSHOP



Fiscal Year 2027 1st Budget Hearing

Tuesday, September 8, 2026 – 6:30 P.M.

Summary Changes – All Funds



SUMMARY CHANGES

General Fund

Proposed 2026-2027 Total Expense	\$ 16,683,275
Communications Services Tax (State Estimate Received)	\$ 15,496
Balance Brought Forward (Impact/Mobility Fees FY 2026 Budgeted Amount & Salary Study)	\$ 188,000
Millage Rate Reduction (From 5.1000 to 5.0000)	\$ (170,035)
Half Cent Sales Tax (State Estimate Received)	\$ (4,885)
State Revenue Sharing (State Estimate Received)	\$ (3,410)
Updated 2026-2027 Total Revenue	\$ 16,708,441

SUMMARY CHANGES

General Fund

Proposed 2026-2027 Total Expenses	\$ 16,683,275
Brought Forward (Impact Fee/Mobility Plan Fees FY 2026 Budgeted & Salary Study)	\$ 188,000
Miscellaneous Small Changes	\$ (6,749)
Increase Reserve (Additional 5% (Operating) Budget Cuts \$98,476 and Misc. Adjustments less Streets & Roads Cut \$25,000)	\$ 74,647
Decrease Contingency (Millage Reduction, Medical Insurance Premium Increase/Workers Comp Decrease)	\$ (230,732)
Updated 2026-2027 Total Expenditures	\$ 16,708,441

SUMMARY CHANGES

Stormwater

Proposed 2026-2027 Total Revenue	\$ 7,913,735
Proposed 2026-2027 Total Expenses	\$ 7,913,735
Increase Health Insurance Premiums/Decrease Worker's Comp	\$ 6,995
Increase Liability Insurance Premiums	\$ 441
Decrease Repairs & Maintenance	\$ (20,000)
Increase Reserve	\$ 12,564
Updated 2026-2027 Total Expenditures	\$ 7,913,735

SUMMARY CHANGES

Sanitation

Proposed 2026-2027 Total Revenue	\$ 3,560,937
Proposed 2026-2027 Total Expenses	\$ 3,560,937
Increase Health Insurance Premiums/Decrease Worker's Comp	\$ 13,895
Decrease Liability Insurance	\$ 313
Decrease Reserve	\$ (14,208)
Updated 2026-2027 Total Expenditures	\$ 3,560,937

SUMMARY CHANGES

Street & Roads

Proposed 2026-2027 Total Revenue	\$ 991,094
Increase Revenue Estimate for Local Option Gas & Diesel Tax	\$ 1,117
Increase Revenue Estimate for State Revenue Sharing	\$ 7,725
Decrease Revenue Estimate for New Local Option Gas Tax	\$ (285)
Decrease Transfer from General Fund	\$ (36,262)
Updated 2026-2027 Total Revenue	\$ 963,389

SUMMARY CHANGES

Street & Roads

Proposed 2026-2027 Total Expenses	\$ 991,094
Decrease Liability Insurance	\$ (4,482)
Decrease Additional 5% (Operating) Budget Cuts	\$ (25,000)
Increase Health Insurance Premiums/Decrease Worker's Comp	\$ 1,777
Updated 2026-2027 Total Expenditures	\$ 963,389

SUMMARY CHANGES

Permitting

Proposed 2026-2027 Total Revenue	\$ 642,575
Proposed 2026-2027 Total Expenses	\$ 642,675
Increase Health Insurance Premiums/Decrease Worker's Comp	\$ 28,030
Decrease Liability Insurance	\$ (5,038)
Decrease Reserve	\$ (22,992)
Updated 2026-2027 Total Expenditures	\$ 642,675

SUMMARY CHANGES

Marina

Proposed 2026-2027 Total Revenue	\$ 3,264,128
Proposed 2026-2027 Total Expenses	\$ 3,264,128
Increase Health Insurance Premiums/Decrease Worker's Comp	\$ 23,440
Increase Contractual Services	\$ 1,405
Increase Permits & Fees	\$ 465
Decrease Liability Insurance	\$ (3,216)
Decrease Memberships	\$ (420)
Increase Transfer to General Fund	\$ 62,000
Decrease Reserve	\$ (83,674)
Updated 2026-2027 Total Expenditures	\$ 3,264,128

SUMMARY CHANGES

Special Projects

Proposed 2026-2027 Total Revenue	\$ 415,064
Add Splash Pad (1st Grant)	\$ 401,916
Updated 2026-2027 Total Revenue	\$ 816,980
Proposed 2026-2027 Total Expenses	\$ 415,064
Add Splash Pad (1st Grant)	\$ 401,916
Updated 2026-2027 Total Expenditures	\$ 816,980

SUMMARY CHANGES

Public Improvement Fund

Proposed 2026-2027 Total Revenue	\$ 219,775
Reduce Fund Contributions	\$ 281757
Updated 2026-2027 Total Revenue	\$ 501,532
Proposed 2026-2027 Total Expenses	\$ 219,775
Reduce Workers' Comp Premium	\$ 146,857
Reduce Liability Premiums	\$ 134,900
Updated 2026-2027 Total Expenditures	\$ 501,532

SUMMARY CHANGES

Insurance Fund

Proposed 2026-2027 Total Revenue	\$ 676,819
Reduce Fund Contributions	\$ (52,454)
Updated 2026-2027 Total Revenue	\$ 624,365

Proposed 2026-2027 Total Expenses	\$ 676,818
Reduce Workers' Comp Premium	\$ (12,850)
Reduce Liability Premiums	\$ (39,603)
Updated 2026-2027 Total Expenditures	\$ 624,365

SUMMARY CHANGES

CRA

Proposed 2026-2027 Total Revenue	\$ 7,738,461
Millage Rate Reduction (From 5.1000 to 5.0000)	\$ (27,313)
Updated 2026-2027 Total Revenue	\$ 7,711,148
Proposed 2026-2027 Total Expenses	\$ 7,738,461
Increase Health Insurance Premiums/Decrease Worker's Comp	\$ 9,226
Decrease Telephone	\$ (1,259)
Decrease Liability Insurance	\$ (2,440)
Decrease Seasonal Rentals	\$ (6,000)
Decrease Office Supplies	\$ (1,000)
Increase Operating Expenses	\$ 1,000
Decrease Improvements Other Than Bldg	\$ (387,770)
Decrease Grants & Incentives	\$ (180,598)
Increase Reserve	\$ 541,528
Updated 2026-2027 Total Expenditures	\$ 7,711,148

THANK YOU

QUESTIONS & COMMENTS





Exhibit D

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 8, 2026

Originating Department: Finance Department

Agenda Title: Resolution 77-09-25 – Fiscal Year 2027 Budget – All Funds - Town of Lake Park

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

Cost of Item: \$42,707,330 **Funding Source:** Various

Account Number: Various across all Town Funds **Finance Signature:** Barbara A. Gould

Advertised: _____

Date: _____ **Newspaper:** Via TRIM Notices Mailed by PBC Property Appraiser's Office

Attachments: Resolution 77-09-25

Fiscal Year 2026/2027 Proposed Budget

[Budget FY 2026-2027](#) (Click Link)

Please initial one:

_____ Yes I have notified everyone

BAG _____ Not applicable in this case

Summary Explanation/Background:

In accordance with the Town Charter and state law, the proposed resolution establishes the balanced annual budget for the Town of Lake Park in the amount of \$42,707,330 for the Fiscal Year (FY) beginning October 1, 2026 and ending September 30, 2027. The proposed FY 2027 Budget is comprised of the following funds:

General Fund Budget	\$ 16,708,441
Town of Lake Park CRA Fund Budget	\$ 7,711,148
Marina Enterprise Fund Budget	\$ 3,264,128
Sanitation Enterprise Fund Budget	\$ 3,560,937

Stormwater Enterprise Fund Budget	\$ 7,913,735
Insurance Internal Service Fund Budget	\$ 624,365
Public Improvement Special Revenue Fund Budget	\$ 501,532
Special Projects Special Revenue Fund Budget	\$ 816,980
Streets and Roads Fund Budget	\$ 963,389
Permitting Fund Budget	\$ 642,675

The Town Commission held three (3) budget workshops on August 10, 2026, August 19, 2026 and August 26, 2026 to discuss the proposed budget and review staff recommendations. The proposed resolution establishes the budget for the upcoming fiscal year.

Attached to the proposed resolution is a summary of proposed revenues by source and proposed expenditures by function, as they will appear in the budget summary advertisement that will be published in the Palm Beach Post on September 13, 2026, and posted on the Town's website - www.lakeparkflorida.gov - in accordance with state law.

If approved on 1st reading, the proposed FY 2027 budget resolution will be presented to the Town Commission for consideration on 2nd and final reading on Wednesday, September 16, 2025 at 6:30 p.m. in the Town Commission Chambers – Town of Lake Park Town Hall.

Fiscal Impact:

The proposed ordinance establishes the operating budget for the General Fund, Town of Lake Park CRA Fund, Marina Enterprise Fund, Stormwater Enterprise Fund, Sanitation Enterprise Fund, Insurance Internal Services Fund, Permitting Internal Services Fund, Public Improvement Special Revenue Fund and Streets and Roads Fund for the fiscal year beginning October 1, 2026 and ending September 30, 2027.

Recommended Motion:

I move to approve Resolution 77-09-26 adopting the Town of Lake Park's Fiscal Year 2027 - Tentative Budget – All Funds on 1st Reading; and authorize the Mayor to execute the Resolution.

meeting Date

Sept 8, 2026

Item 6.

Cards must be submitted before the item is discussed!!

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

Name:

Mary Taylor

Address:

2007 Park Ave.

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

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

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

Thank You & Suggestions

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

Exhibit B

Item 6.

September 8, 2026

Lake Park Public Budget Meeting

Mary Taylor, 209 Park Ave

THANK YOU, for the new and improved NEWSLETTER.

THANK YOU, for these televised public budget meetings.

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when making unpopular budget decisions.

THANK YOU, to the employees mentioned at the last meeting who
offered to forgo their compensation this year. I assure you, your
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Cost Cutting Suggestions

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participation by including seasonal and Town holiday themes.

THEMATIC PLANNING: DON'T ELIMINATE, COMBINE,
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- VACATION IN PLACE, and Sunset Celebration
- History, Local or National Holidays
- End of Summer, Back to School Party, Sunset
- Halloween at Sunset Celebration
- Thanksgiving Sharing, Multicultural Fair at Sunset
- WELCOME TO LAKE PARK, SUNSET



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026
Originating Department: Resolution 79-09-26 - 2027 Annual Plan of Service - Town of Lake Park Library
Agenda Title: Library
Agenda Category: (i.e., Consent, New Business, etc.): Consent
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: Resolution 79-09-26
Lake Park Public Library Annual Plan of Service 2027

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

Summary Explanation/Background:

As part of the State Aid to Libraries Grant, the Lake Park Public Library is required to develop a 2027 Annual Plan of Service to provide a framework for programming, collection development and other library actions to ensure that the highest level of service are provided to our community.

The Annual Plan of Service was reviewed by the Library Director, Assistant Library Director and the Library Staff.

Recommended Motion:

I move to approve Resolution 79-09-26 and the 2027 Lake Park Public Library Annual Plan of Service.

RESOLUTION 79-09-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN ANNUAL PLAN OF SERVICE FOR THE TOWN'S LIBRARY.

WHEREAS, effective July 1, 2003, the Florida Legislature amended Chapter 257 F.S. to allow municipalities to apply for funding from the State Aid to Libraries program; and

WHEREAS, in order to meet the eligibility requirements for application to the State Aid to Libraries Grant program, the Town Commission is required to have adopted an approved annual plan of service for the operation of its library; and

WHEREAS, the Commission is also required to provide the state of Florida with certain certifications.

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

- Section 1. The Town of Lake Park, Florida is an eligible municipality.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Commission of the Town of Lake Park is the designated governing body responsible for providing library services to the residents of the Town.
- Section 4. The Commission has approved its Library Annual Plan of Service for 2027 on behalf of the Lake Park Public Library. The approved 2027 Plan is attached hereto and incorporated herein as Exhibit "A."
- Section 5. The Commission of the Town of Lake Park, Florida hereby authorizes the Town Manager to transmit this resolution and the approved 2027 Library Annual Plan of Service along with the Town's application for grant funding to the appropriate state agency.
- Section 6. This Resolution shall become effective immediately upon execution.

LAKE PARK PUBLIC LIBRARY

ANNUAL PLAN OF SERVICE

2027



ACTIVITIES & EVENTS

- Continue assisting residents in meeting basic needs by partnering with local community partners that provide support.
- Continue Public recognition of library partners and community supporters.
- Continue actively seeking feedback by promoting the suggestion box and online surveys.
- Continue to provide programs that are informational, educational, cultural, and recreational for residents of all ages.
- Expand the library's presence in community events such as the Sunset Celebration and Rust Market.
- Expand outreach activities through community partnerships.
- Expand programs and services within the library assisting residents with their business and entrepreneurial needs.
- Expand programs and services within the library assisting residents with their literacy needs.
- Support Little Free Libraries within the Town by supplying books to stewards.
- Support Town departments and projects by providing related materials and programs to residents.

COLLECTION DEVELOPMENT

- Expand the collection of e-books, digital audiobooks, e-magazines, and other digital media.
- Expand the general collection with a wider variety of media, adapting to emerging technology.
- Expand ELL, multilingual, and early literacy materials.
- Research user preferences utilizing survey responses and circulation statistics reports.
- Seek innovative collection displays that encourage users to browse the collection.
- Subscribe to online services that provide informational, educational, cultural, and recreational content for residents of all ages.

EDUCATIONAL SERVICES

- Continue expanding children's reading and Story Time events to meet community needs.
- Continue nurturing learning-centered activities within the library with additional online resources.
- Continue partnering with local schools for library and community programs.
- Continue partnerships with programs that support literacy.
- Create new learning opportunities for the public to explore new technologies.
- Create unique learning experiences for youth and adults.
- Explore ways to support local schools and students.
- Provide access to online resources that encourage beginning computer users to use computers and give more advanced users a place to learn new techniques and find answers to their questions.
- Provide resources for language learning to facilitate communication among residents.

FACILITIES

- Continue redesigning and refurbishing public spaces.
- Continue exploring technology that gives users more options and flexibility in their internet connections.
- Continue to investigate innovative solutions to accommodate the variety of transport vehicles patrons use to visit the library.
- Explore the feasibility of expanding facility space.
- Explore the feasibility of expanding operating hours.
- Explore the feasibility of the addition of a maker space (area to be utilized by patrons for creative endeavors),
- Explore options for best use of current facility space.
- Increase the use of mobile circulation.

MARKETING

- Continue marketing library programs and services using new and traditional media.
- Continue outreach to the community through visits to community organizations, events, and schools.
- Continue utilizing effective methods to produce library publications such as calendars and brochures.
- Explore new, emerging marketing methods.
- Work with Chief Public Information Officer to provide messaging to the community.

STAFFING

- Ensure that staff receive training on all new software and hardware, as well as refresher courses on current programs.
- Ensure that the Library Director and Assistant Library Director attend the Southeast Florida Library Information Network Conference to meet with other local library staff and learn what they are doing at their libraries.
- Increase staffing as funding becomes available in order to bring staffing to enhanced standard levels.
- Provide at least two professional development days to increase staff knowledge and continue supporting staff independent learning.

TECHNOLOGY

- Explore adding maker space technology such as 3D printers and laser engraving.
- Explore replacing the Schuyler Room audio equipment and adding video capability.
- Explore ways to meet users' needs as reliance on internet access increases.
- Promote the Aspen LiDA mobile discovery app.
- Promote the various ways people can access items and use applications the Library subscribes to.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Library

Agenda Title: Resolution 80-09-26 – Donation - Children's Library Room Furniture - Friends of the Lake Park Public Library - \$4,445.16

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

Consent

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

Cost of Item: \$4,445.16 **Funding Source:** Donation

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution 80-09-26

Pictures of wood furniture

Please initial one:

Yes, I have notified everyone

JKC

Not applicable in this case

Summary Explanation/Background:

The Friends of the Lake Park Public Library, Inc. (“the Friends”) is a registered 501(c)(3) nonprofit organization whose stated purpose is to support the Lake Park Public Library. The Friends strengthen community engagement by providing volunteers and resources for Library and Town events, and their members regularly assist with various Town events, activities and programs (i.e., Back 2 School Extravaganza, Eggstravaganza, Read for the Record, Silent Book Club, Family Chess Club, sponsor and organize the annual Chess Tournament and Spelling Bee, presenters for the Summer Reading Program, fostering literacy, learning, and community connection, partner with local businesses to host events and promote engagement, work with the Artists of Palm Beach County to offer interactive programs for children in surrounding neighborhoods, supply refreshments for art receptions, etc.).

In an effort to support the needs of the Library, the Friends applied for and received partial grant funding

(\$35,000) from the Lost Tree Foundation for shelving and furniture to be utilized within the Library's Children's Room. Following the award, the Friends purchased five pieces of wood furniture for the Children's Room - four (4) pieces (Jonti-Craft Corner Literacy Nook, Mobile 6-Section Book Organizer, Mobile 8-Section Book Organizer, and Mobile Literacy Tower) have been delivered to the Library, and the fifth piece (HABA Willy the Bookworm Rolling Library) is expected to arrive in October/November 2026.

An itemized list of the donated furniture and their values is provided below:

Item	Vendor	Cost
Corner Literacy Nook	Jonti-Craft	\$1,075.24
Mobile 6-Section Book Organizer	Jonti-Craft	\$467.49
Mobile 8-Section Book Organizer	Jonti-Craft	\$611.99
Mobile Literacy Tower	Jonti-Craft	\$688.49
Willy the Bookworm Rolling Library (backordered; expected Oct. 2026)	The Library Store	\$1,601.95
Total Value of Donated Furniture		\$4,445.16

This furniture is being donated to the Town of Lake Park, and there is no cost to the Town. All items were purchased by the Friends of the Lake Park Public Library, Inc. using organizational funds and grant proceeds from the Lost Tree Foundation.

Thus, the Town Commission is requested to consider acceptance of the children's room furniture donation and, if approved, the furniture will become an asset of the Town and all future requisite maintenance of the furniture will be provided by the Town.

Recommended Motion:

I move to approve Resolution 80-09-26 and accept the donation of five (5) pieces of furniture from the Friends of the Lake Park Public Library, Inc., in the amount of \$4,445.16; and extend the Commission's appreciation to the Friends for their continued generosity and support of the Library.

RESOLUTION 80-09-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ACCEPTING A DONATION FROM THE FRIENDS OF THE LAKE PARK PUBLIC LIBRARY, INC. OF FIVE (5) PIECES OF WOOD FURNITURE FOR USE AT THE LAKE PARK PUBLIC LIBRARY; AUTHORIZING THE TOWN MANAGER, OR DESIGNEE, TO ACCEPT SAID DONATION ON BEHALF OF THE TOWN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Friends of the Lake Park Public Library, Inc. (the “Friends”) is a not-for-profit organization that supports and enhances the programs, services, and facilities of the Lake Park Public Library; and

WHEREAS, the Friends have generously offered to donate to the Town of Lake Park (the “Town”) five (5) pieces of wood furniture, having an approximate combined value of \$4,445.16, for placement and use at the Lake Park Public Library (collectively, the “Donation”); and

WHEREAS, the Donation will enhance the comfort, function, and appearance of the Library for the benefit of Town residents and visitors; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town and its residents to accept the Donation from the Friends of the Lake Park Public Library.

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

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated herein by this reference.

Section 2. Acceptance of Donation. The Town Commission hereby accepts, with gratitude, the donation from the Friends of the Lake Park Public Library, Inc. of five (5) pieces of wood furniture for use at the Lake Park Public Library.

Section 3. Authorization. The Town Manager, or designee, is hereby authorized to execute any documents necessary to accept the Donation on behalf of the Town and to take all actions necessary to effectuate the intent of this Resolution.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.



Corner Literacy Nook

Mobile 6-Section Book Organizer





Mobile 8-Section Book Organizer

Mobile Literacy Tower





October 2026)

Willy the
Bookworm
Rolling Library
(Coming in



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Library

Agenda Title: Resolution 81-09-26 – Donation - Library Rose Garden Bench - Friends of the Lake Park Public Library - \$535

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

Consent

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

Cost of Item: \$535.00 **Funding Source:** Donation

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution 81-09-26

Please initial one:

JKC

Yes I have notified everyone
Not applicable in this case

Summary Explanation/Background:

The Friends of the Lake Park Public Library, Inc. (“the Friends”) is a registered 501(c)(3) nonprofit organization whose stated purpose is to support the Lake Park Public Library. The Friends strengthen community engagement by providing volunteers and resources for Library and Town events, and their members regularly assist with various Town events, activities and programs (i.e., Back 2 School Extravaganza, Eggstravaganza, Read for the Record, Silent Book Club, Family Chess Club, sponsor and organize the annual Chess Tournament and Spelling Bee, presenters for the Summer Reading Program, fostering literacy, learning, and community connection, partner with local businesses to host events and promote engagement, work with the Artists of Palm Beach County to offer interactive programs for children in surrounding neighborhoods, supply refreshments for art receptions, etc.).

In an effort to support the needs of the Library and to honor longtime member Sue Duchene for her many

years of service to the organization, the Friends purchased a blue, all-weather metal bench to be placed in the Library's Rose Garden. The bench was delivered in April 2026 and has since been installed. A commemorative plaque honoring Ms. Duchene is currently being engraved for installation on the bench.

The bench is being donated to the Town of Lake park and the only cost to the Town was related to the installation of the bench. The bench was purchased by the Friends of the Lake Park Public Library, Inc., using organizational funds.

Thus, the Town Commission is requested to consider acceptance of the Library's Rose Garden Bench donation and, if approved, the bench will become an asset of the Town and all future requisite maintenance of the bench will be provided by Town.

Recommended Motion:

I move to approve Resolution 81-09-26 and accept the donation of a bench from the Friends of the Lake Park Public Library, Inc., in the amount of \$535; and extend the Commission's appreciation to the Friends for their continued generosity and support of the Library.

RESOLUTION 81-09-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ACCEPTING A DONATION FROM THE FRIENDS OF THE LAKE PARK PUBLIC LIBRARY, INC. OF ONE (1) METAL BENCH FOR USE AT THE LAKE PARK PUBLIC LIBRARY; AUTHORIZING THE TOWN MANAGER, OR DESIGNEE, TO ACCEPT SAID DONATION ON BEHALF OF THE TOWN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Friends of the Lake Park Public Library, Inc. (the “Friends”) is a not-for-profit organization that supports and enhances the programs, services, and facilities of the Lake Park Public Library; and

WHEREAS, the Friends have generously offered to donate to the Town of Lake Park (the “Town”) one (1) metal bench having an approximate value of \$535, for placement and use at the Lake Park Public Library (collectively, the “Donation”); and

WHEREAS, the Donation will enhance the comfort, function, and appearance of the Library for the benefit of Town residents and visitors; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town and its residents to accept the Donation from the Friends of the Lake Park Public Library.

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

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated herein by this reference.

Section 2. Acceptance of Donation. The Town Commission hereby accepts, with gratitude, the donation from the Friends of the Lake Park Public Library, Inc. of one (1) metal for use at the Lake Park Public Library.

Section 3. Authorization. The Town Manager, or designee, is hereby authorized to execute any documents necessary to accept the Donation on behalf of the Town and to take all actions necessary to effectuate the intent of this Resolution.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.



Bench

(The Table was purchased by the Library in 2018 or 2019)



Bench with Table



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026
Originating Department: Clerk
Agenda Title: Resolution 82-09-26 - Cancel Town Commission Regular Meeting – October 21, 2026 (Per Town Code)
Agenda Category: Consent
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: Resolution 82-09-26 Cancelling the Regular Commission Meeting Scheduled for October 21, 2026.

Please initial one:

_____ Yes I have notified everyone
 LW _____ Not applicable in this case

Summary Explanation/Background:

The Town Commission has identified a need to cancel their Regular Meeting scheduled for October 21, 2026 due to a conflict with the Florida Redevelopment Association (FRA) Conference, which will be held Charlotte Harbor, Florida (west coast of Florida).

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

The Town's Code provides the following:

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

- (1) Regular meetings of the town commission shall be conducted on the first and third Wednesdays of each month commencing at 6:30 p.m.

If approved, the next Regular Meeting of the Town Commission (following the Meeting on October 7, 2026) would be on Wednesday, November 4, 2026.

Recommended Motion:

I move to approve Resolution 82-09-26 and authorize the cancelation of the Town Commission's Regular Meeting that is scheduled to be held on October 21, 2026 (Per Town Code).

RESOLUTION 82-09-26**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA CANCELLING THE SECOND REGULAR SCHEDULED MEETING FOR THE MONTH OF OCTOBER 2026; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Section 2-51(6) of the Lake Park Code of Ordinances requires a resolution to cancel or reschedule a regular meeting; and

WHEREAS, the Town Commission has voiced a desire to cancel the second regularly scheduled Commission Meeting in October 2026; and

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

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

Section 2. The regular scheduled meeting for October 21, 2026 is hereby cancelled.

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Community Development Department

Agenda Title: Resolution 83-09-26 - Exclusive Easement and Partial Release – Seacoast Utility Authority (SUA) – 12th Street and Town of Lake Park Public Works Property

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

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

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

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution 83-09-26 with Exhibits 'A' (Legal Descriptions) and 'B' (Easement & Partial Release); 12th Street Aerial Images; 12th Street Close-up Images

Please initial one:

_____ Yes I have notified everyone

ND _____ Not applicable in this case

Summary Explanation/Background:

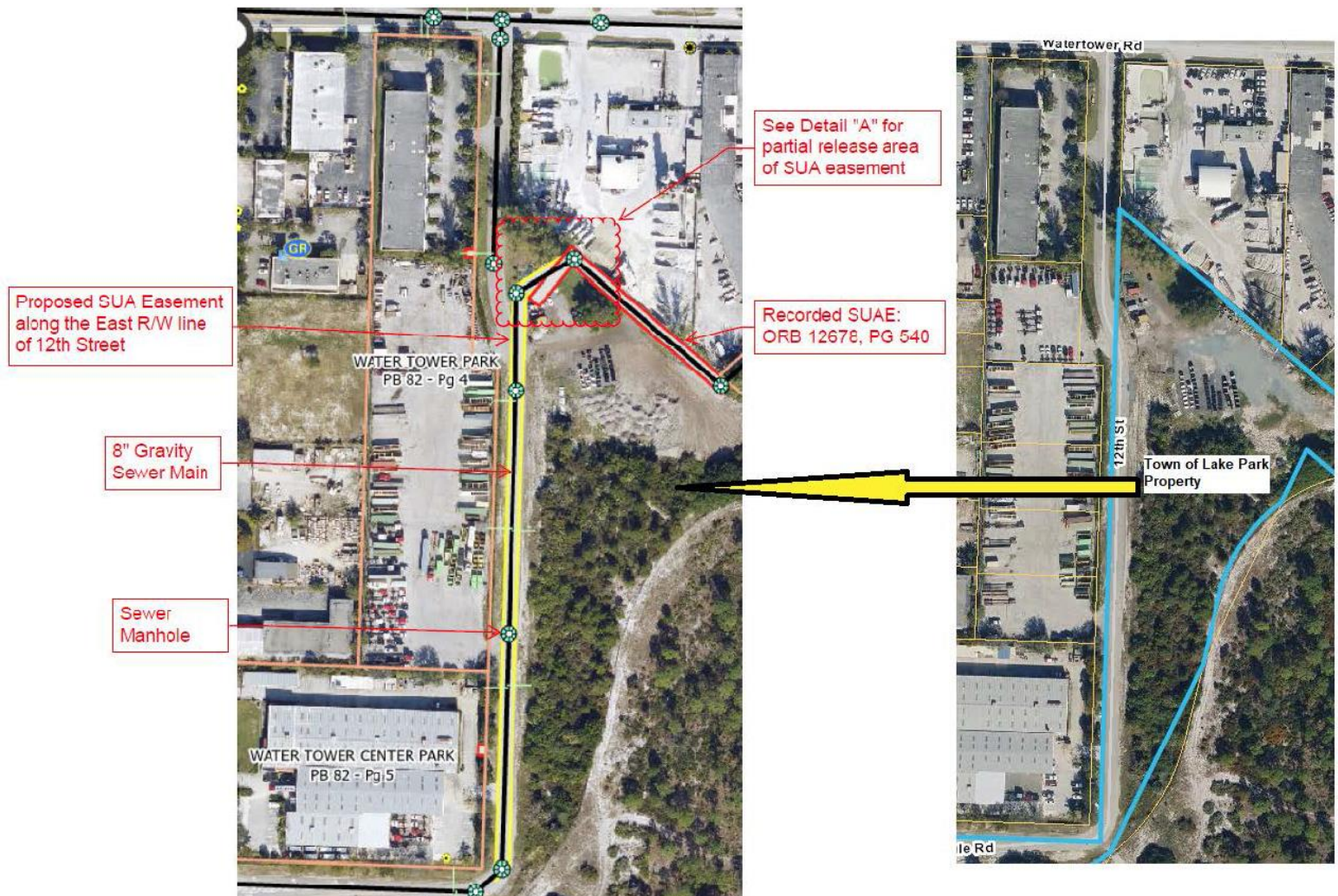
The Town's utility agency, Seacoast Utility Authority (SUA), is requesting the Town Commission to provide an exclusive easement on the east side of 12th Street and within the Town of Lake Park's Public Works property (west of Old Dixie Highway, south of Water Tower Road and north of Joule Road) and a partial release of an existing easement within the same general location.

The proposed request, if approved, would provide SUA with an exclusive easement to install, operate, maintain and service existing wastewater (sewer) lines and appurtenant facilities, that will in perpetuity support the utility needs within this area and the Town of Lake Park.

Note: At this time, SUA does not maintain evidence that the Town of Lake Park ever dedicated a right-of-way or easement for the eastern portion of 12th Street and within the Town's property to support the

SUA's existing wastewater utility infrastructure [a twenty-foot (20') wide easement has been provided for the western strip of 12th Street for water utility services].

Additionally, Seacoast Utility Authority is requesting the Town to approve a partial release (back to the Town) of an existing easement within the Town of Lake Park's Public Works property to ensure that existing wastewater lines and related appurtenant facilities are properly located within a public easement. Apparently, sewer lines that were installed during the construction of the Lake Park Commerce Center (located on 12th Street and Joule Road), in 1991, were not located within the existing easement. Thus, this easement area is no longer needed by SUA.



The proposed easement and partial release of an existing easement have been reviewed by the Public Works Director and it has been determined that these requested changes will not conflict with the existing Town property and/or Public Works operations.

The proposed Easement was prepared by Seacoast Utility Authority and reviewed by the Community Development Director, the Town Planner, the Public Works Director, the Project Manager - Capital Projects, the CRA Administrator and the Town Attorney.

Mr. Keith Webber, Chief Operations Officer – Seacoast Utility Authority (SUA) will be in attendance to provide any additional information and/or answer any questions the Town Commission may have.

Recommended Motion:

I move to approve Resolution 83-09-26 and provide an exclusive easement to Seacoast Utility Authority (SUA) and a partial release of an existing easement back to the Town of Lake Park generally located on 12th Street and within the Town of Lake Park's Public Works Property; and authorize the Mayor to execute the easement and partial release documents.

RESOLUTION 83-09-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT AND A PARTIAL RELEASE OF EASEMENT WITH THE SEACOAST UTILITY AUTHORITY GRANTING AN EASEMENT TO SERVICE ITS UTILITY AND A PARTIAL EASEMENT RELEASE BACK TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town owns certain land which is legally described in the attached Exhibit “A” (the Property); and

WHEREAS, the Seacoast Utility Authority (Seacoast) has sought a utility easement from the Town which permits Seacoast to enter upon the Property to install, operate, maintain, and service its utility in, on, over, under and across the Property; and

WHEREAS, Seacoast has also sought a utility easement partial release back to the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute the Easement for the benefit of Seacoast, and for the Partial Easement Release for the Town, as it pertains to the Property.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Easement and the Partial Easement Release, copies of which are attached hereto and incorporated herein by reference as Exhibit B.

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

RESOLUTION NO. __ - __ -26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT AND A PARTIAL RELEASE OF EASEMENT WITH THE SEACOAST UTILITY AUTHORITY GRANTING AN EASEMENT TO SERVICE ITS UTILITY AND A PARTIAL EASEMENT RELEASE BACK TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town owns certain land which is legally described in the attached Exhibit "A" (the Property); and

WHEREAS, the Seacoast Utility Authority (Seacoast) has sought a utility easement from the Town which permits Seacoast to enter upon the Property to install, operate, maintain, and service its utility in, on, over, under and across the Property; and

WHEREAS, Seacoast has also sought a utility easement partial release back to the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute the Easement for the benefit of Seacoast, and for the Partial Easement Release for the Town, as it pertains to the Property.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Easement and the Partial Easement Release, copies of which are attached hereto and incorporated herein by reference as Exhibit B.

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

Exhibit 'A' – Legal Descriptions

Sewer Line/Utility Easement

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 2, AS RECORDED IN OFFICIAL RECORD BOOK 11995, PAGE 858, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THENCE SOUTH 01°18'42" WEST, 5.31 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING;

THENCE NORTH 57°53'59" EAST, 91.65 FEET TO A POINT ON THE NORTHWEST LINE OF A 20' WIDE SANITARY SEWER EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 12296, PAGE 1265, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LATER ASSIGNED TO SEACOAST UTILITY AUTHORITY IN OFFICIAL RECORD BOOK 12678, PAGE 540, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE SOUTH 40°06'40" WEST, 65.47 FEET ALONG SAID NORTHWEST LINE TO A POINT; THENCE SOUTH 57°53'59" WEST, 18.55 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID PARCEL 2; THENCE SOUTH 01°18'42" WEST, 866.60 FEET TO A POINT; THENCE SOUTH 41°36'29" WEST, 30.92 FEET TO A POINT; THENCE NORTH 01°18'42" EAST, 900.95 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING AND CONTAINING 0.4311 ACRES (18,778 SQUARE FEET) MORE OR LESS.

Partial Release of Easement Area

LEGAL DESCRIPTION:

BEING A PORTION OF PARCEL 2, AS RECORDED IN OFFICIAL RECORD BOOK 11995, PAGE 858, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 49°53'20" EAST, 31.33 FEET, ALONG THE SOUTHWEST LINE OF SAID PARCEL 2 TO THE POINT OF BEGINNING;

THENCE NORTH 40°06'40" EAST, 17.66 FEET ALONG THE NORTHWEST LINE OF A 20' WIDE SANITARY SEWER EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 12296, PAGE 1265, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LATER ASSIGNED TO SEACOAST UTILITY AUTHORITY IN OFFICIAL RECORD BOOK 12678, PAGE 540, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE NORTH 57°53'59" EAST, 65.47 FEET TO THE MOST NORTHERLY SOUTHWEST CORNER OF SAID UTILITY EASEMENT; THENCE SOUTH 40°06'40" WEST, 80.00 FEET ALONG SAID NORTHERLY SOUTHWEST LINE TO A POINT LYING IN THE SOUTHWEST LINE OF SAID PARCEL 2; THENCE NORTH 49°53'20" WEST, 20.00 FEET ALONG THE SOUTHWEST LINE OF SAID PARCEL 2 TO THE POINT OF BEGINNING AND CONTAINING 0.0224 ACRES (977 SQUARE FEET) MORE OR LESS.

Prepared by: Dawn Phillips
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410

EASEMENT

THIS EASEMENT made and entered into this ____ day of _____ 2026 between **Town of Lake Park, a Florida municipal corporation**, (hereinafter referred to as "Grantor") whose address is 535 Park Avenue, Lake Park, Florida 33403 and **Seacoast Utility Authority** (hereinafter referred to as "Grantee") whose address is 4200 Hood Road, Palm Beach Gardens, Florida, 33410.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement which shall permit the Grantee to enter upon the property herein described at any time to install, operate, maintain and service sewer lines and appurtenant facilities in, on, over, under and across the easement premises. The easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF**

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

GRANTOR:

Signed, sealed and delivered
in the presence of:

Town of Lake Park, a Florida corporation

Witness #1 Signature

By: _____
Roger Michaud, Mayor

Witness #1 Print Name

Witness #1 Address

By: _____
Vivian Mendez, CMC

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026 by Roger Michaud as Mayor of Town of Lake Park, a Florida municipal corporation, who is personally known to me or who has produced _____ as identification.

Notary Signature

Print Name

Notary Public - State

Commission No:

My Commission Expires:

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 2, AS RECORDED IN OFFICIAL RECORD BOOK 11995, PAGE 858, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THENCE SOUTH 01°18'42" WEST, 5.31 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING;

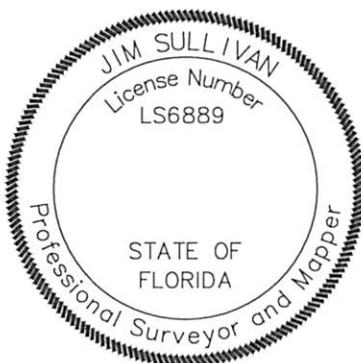
THENCE NORTH 57°53'59" EAST, 91.65 FEET TO A POINT ON THE NORTHWEST LINE OF A 20' WIDE SANITARY SEWER EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 12296, PAGE 1265, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LATER ASSIGNED TO SEACOAST UTILITY AUTHORITY IN OFFICIAL RECORD BOOK 12678, PAGE 540, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE SOUTH 40°06'40" WEST, 65.47 FEET ALONG SAID NORTHWEST LINE TO A POINT; THENCE SOUTH 57°53'59" WEST, 18.55 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID PARCEL 2; THENCE SOUTH 01°18'42" WEST, 866.60 FEET TO A POINT; THENCE SOUTH 41°36'29" WEST, 30.92 FEET TO A POINT; THENCE NORTH 01°18'42" EAST, 900.95 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING AND CONTAINING 0.4311 ACRES (18,778 SQUARE FEET) MORE OR LESS.

NOTES:

1. THE PURPOSE OF THE SKETCH IS SOLELY TO ILLUSTRATE A PROPOSED EASEMENT.
2. THE SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SKETCH IS NOT A BOUNDARY SURVEY.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NE 1/4 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST PER PALM BEACH COUNTY'S PUBLISHED SECTION CORNER HISTORY HAVING A BEARING OF NORTH 01°18'42" EAST.
5. THE DOCUMENTS LISTED IN THIS EXHIBIT ARE PER THE PALM BEACH COUNTY PROPERTY RECORDS UNLESS STATED OTHERWISE.

LEGEND

O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PCN	PARCEL CONTROL NUMBER
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R/W	RIGHT-OF-WAY
RGE.	RANGE
SEC.	SECTION
SQ. FT.	SQUARE FEET
S.S.E.	SANITARY SEWER EASEMENT
S.U.A.E.	SEACOAST UTILITY AUTHORITY EASEMENT
TWP.	TOWNSHIP
U.E.	UTILITY EASEMENT



Digitally signed
by Jim Sullivan
Date: 2026.05.18
14:08:57 -04'00'

JIM SULLIVAN, PSM LS6889
BGE, INC.
4440 PGA BOULEVARD, SUITE 104
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 559-2280
EMAIL: JSULLIVAN@BGEINC.COM



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4440 PGA Blvd., Suite 104, Palm Beach Gardens, FL 33410
Tel: 561-559-2280 • www.bgeinc.com
Florida Licensed Surveying Firm No. LB8533

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EXHIBIT "A"
SEWER LINE EASEMENT
SOUTHWEST QUARTER
SEC. 20, TWP. 42S, RGE. 43E
TOWN OF LAKE PARK
PALM BEACH COUNTY, FLORIDA

Scale:	Job No.:	Date:	Draw	145
1" = 60'	15860-00	05/18/2026	1 0	

NE ¼ SEC. 20

SW ¼ SEC. 20

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	5.31'	S01°18'42"W
L2	91.65'	N57°53'59"E
L3	65.47'	S40°06'40"W
L4	18.55'	S57°53'59"W
L5	866.60'	S01°18'42"W
L7	900.95'	N01°18'42"E
L8	16.72'	N40°04'58"E



P.O.C.
NW CORNER OF
PARCEL 2

12TH STREET
R/W VARIES
O.R.B. 7150, PG. 1152

P.O.B.

60.0'

0.4311 ACRES
18,778 SQ. FT.

WATER TOWER PARK
P.B. 82, PG. 4

NW ¼, SW ¼ SEC. 20

NE ¼, SW ¼ SEC. 20

20.0'

20.0'

MATCHLINE "A" (SEE SHEET 3)

20' S.U.A.E.
O.R.B. 12296, PG. 1265
O.R.B. 12678, PG. 540

NE LINE OF PARCEL 2

PARCEL 2
CALLED 2.488 ACRES
TOWN OF LAKE PARK
O.R.B. 11995, PG. 858

TOWN OF LAKE PARK

PCN# 36-43-42-20-00-000-7190



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Florida Licensed Surveying Firm No. LB8533

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EXHIBIT "A"
SEWER LINE EASEMENT
SOUTHWEST QUARTER
SEC. 20, TWP. 42S, RGE. 43E
TOWN OF LAKE PARK
PALM BEACH COUNTY, FLORIDA

Scale: 1" = 60'	Job No.: 15860-00	Date: 05/18/2026	Draw 2 of 2	146
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LINE TABLE

LINE #	LENGTH	DIRECTION
L5	866.60'	S01°18'42"W
L6	30.92'	S41°36'29"W
L7	900.95'	N01°18'42"E

TOWN OF LAKE PARK
PCN# 36-43-42-20-00-000-7190

PARCEL 34.02A
PALM BEACH COUNTY
O.R.B. 11903, PG. 158

PARCEL 1
CALLED 0.186 ACRES
TOWN OF LAKE PARK
O.R.B. 11995, PG. 858

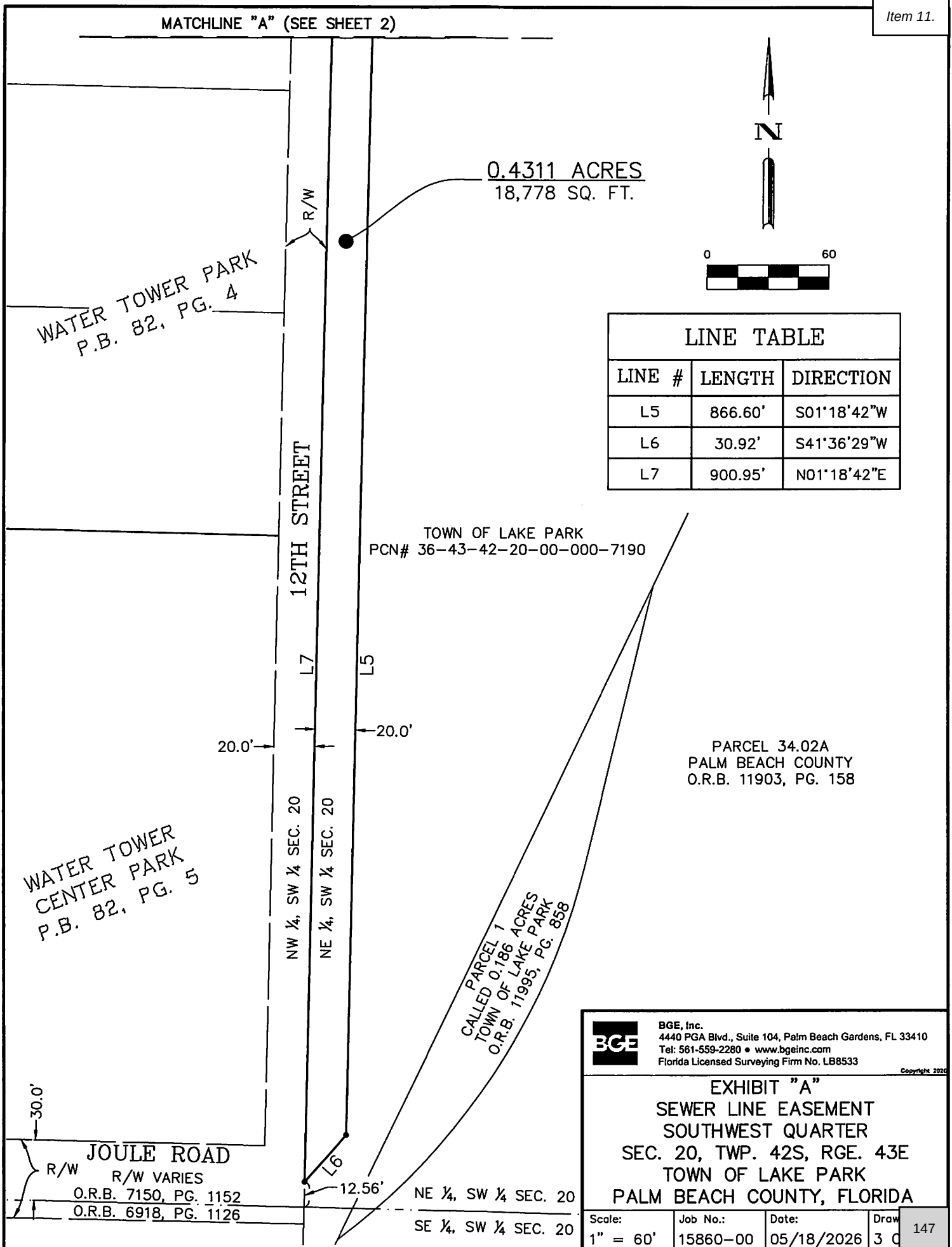


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Florida Licensed Surveying Firm No. LB8533

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EXHIBIT "A"
SEWER LINE EASEMENT
SOUTHWEST QUARTER
SEC. 20, TWP. 42S, RGE. 43E
TOWN OF LAKE PARK
PALM BEACH COUNTY, FLORIDA

Scale: 1" = 60'	Job No.: 15860-00	Date: 05/18/2026	Draw 3 C	147
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Prepared by: Bruce Gregg
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410
(561) 627-2900 Escrow 1024

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT, executed this _____ day of _____ 2026
by **Seacoast Utility Authority**, (hereinafter referred to as Grantor), whose address is 4200 Hood Road,
Palm Beach Gardens, Florida 33410, to **Town of Lake Park**, a Florida municipal corporation (hereinafter
referred to as Grantee), whose address is 535 Park Avenue, Lake Park, Florida 33403:

WITNESSETH, that the said Grantor, for and in consideration of the sum of \$10.00, in hand paid by
the said Grantee, the receipt whereof is hereby acknowledged, will hereby remise, release and quit-claim
unto Grantee as to each of their respective properties as set forth above forever, all the right, title,
interest, claim and demand which the said Grantor has in and to a portion of an easement, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances there unto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim
whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the
said Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above
written.

WITNESSES:

GRANTOR:

Signed, sealed and delivered
in the presence of:

SEACOAST UTILITY AUTHORITY

Witness #1 Signature

By: _____
Robert Weisman, Chair

Witness #1 Print Name

Witness #1 Address

By: _____
Jessica Moore, Authority Clerk

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026 by Robert Weisman, Chair, and Jessica Moore, Clerk of Seacoast Utility Authority who are personally known to me or who has produced _____ as identification.

Notary Signature

Print Name

Notary Public - State

Commission No:

My Commission Expires:

LEGAL DESCRIPTION:

BEING A PORTION OF PARCEL 2, AS RECORDED IN OFFICIAL RECORD BOOK 11995, PAGE 858, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 49°53'20" EAST, 31.33 FEET, ALONG THE SOUTHWEST LINE OF SAID PARCEL 2 TO THE POINT OF BEGINNING;
THENCE NORTH 40°06'40" EAST, 17.66 FEET ALONG THE NORTHWEST LINE OF A 20' WIDE SANITARY SEWER EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 12296, PAGE 1265, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LATER ASSIGNED TO SEACOAST UTILITY AUTHORITY IN OFFICIAL RECORD BOOK 12678, PAGE 540, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE NORTH 57°53'59" EAST, 65.47 FEET TO THE MOST NORTHERLY SOUTHWEST CORNER OF SAID UTILITY EASEMENT; THENCE SOUTH 40°06'40" WEST, 80.00 FEET ALONG SAID NORTHERLY SOUTHWEST LINE TO A POINT LYING IN THE SOUTHWEST LINE OF SAID PARCEL 2; THENCE NORTH 49°53'20" WEST, 20.00 FEET ALONG THE SOUTHWEST LINE OF SAID PARCEL 2 TO THE POINT OF BEGINNING AND CONTAINING 0.0224 ACRES (977 SQUARE FEET) MORE OR LESS.

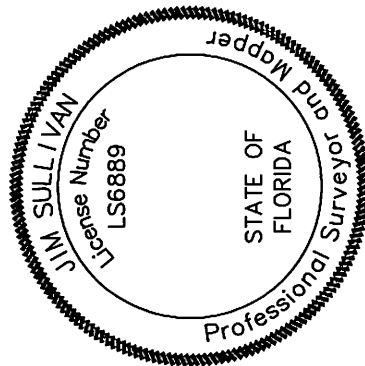
NOTES:

1. THE PURPOSE OF THE SKETCH IS SOLELY TO ILLUSTRATE AN EXISTING EASEMENT TO BE VACATED.
2. THE SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SKETCH IS NOT A BOUNDARY SURVEY.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NE 1/4 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST PER PALM BEACH COUNTY'S PUBLISHED SECTION CORNER HISTORY HAVING A BEARING OF N 01°18'42" E UNLESS OTHERWISE SHOWN.
5. THE DOCUMENTS LISTED IN THIS EXHIBIT ARE PER THE PALM BEACH COUNTY PROPERTY RECORDS UNLESS STATED OTHERWISE.

LEGEND

O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PCN	PARCEL CONTROL NUMBER
PG.	PAGE
P.	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R/W	RIGHT-OF-WAY
RGE.	RANGE
SEC.	SECTION
SQ. FT.	SQUARE FEET
S.S.E.	SANITARY SEWER EASEMENT
U.E.	UTILITY EASEMENT

Digitally signed
by Jim Sullivan
Date:
Sullivan 2026.05.18
14:09:16 -04'00'



JIM SULLIVAN, PSM LS6889
BGE, INC.
4440 PGA BOULEVARD, SUITE 104
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 559-2280
EMAIL: JSULLIVAN@BGEINC.COM



BGE, Inc.
4440 PGA Blvd., Suite 104, Palm Beach Gardens, FL 33410
Tel: 561-559-2280 • www.bgeinc.com
Florida Licensed Surveying Firm No. LB8533
Copyright 2022

EXHIBIT "A"

SANITARY SEWER EASEMENT
PARTIAL RELEASE
SEC. 20, TWP. 42S, RGE. 43E
TOWN OF LAKE PARK
PALM BEACH COUNTY, FLORIDA

Scale:	Job No.:	Date:	Drawing:
1" = 60'	15860-00	05/18/2026	1 OF 1

Item 11.

BGE, Inc.

4440 PGA Blvd., Suite 104, Palm Beach Gardens, FL 33410

Tel: 561-559-2280 • www.bgeinc.com

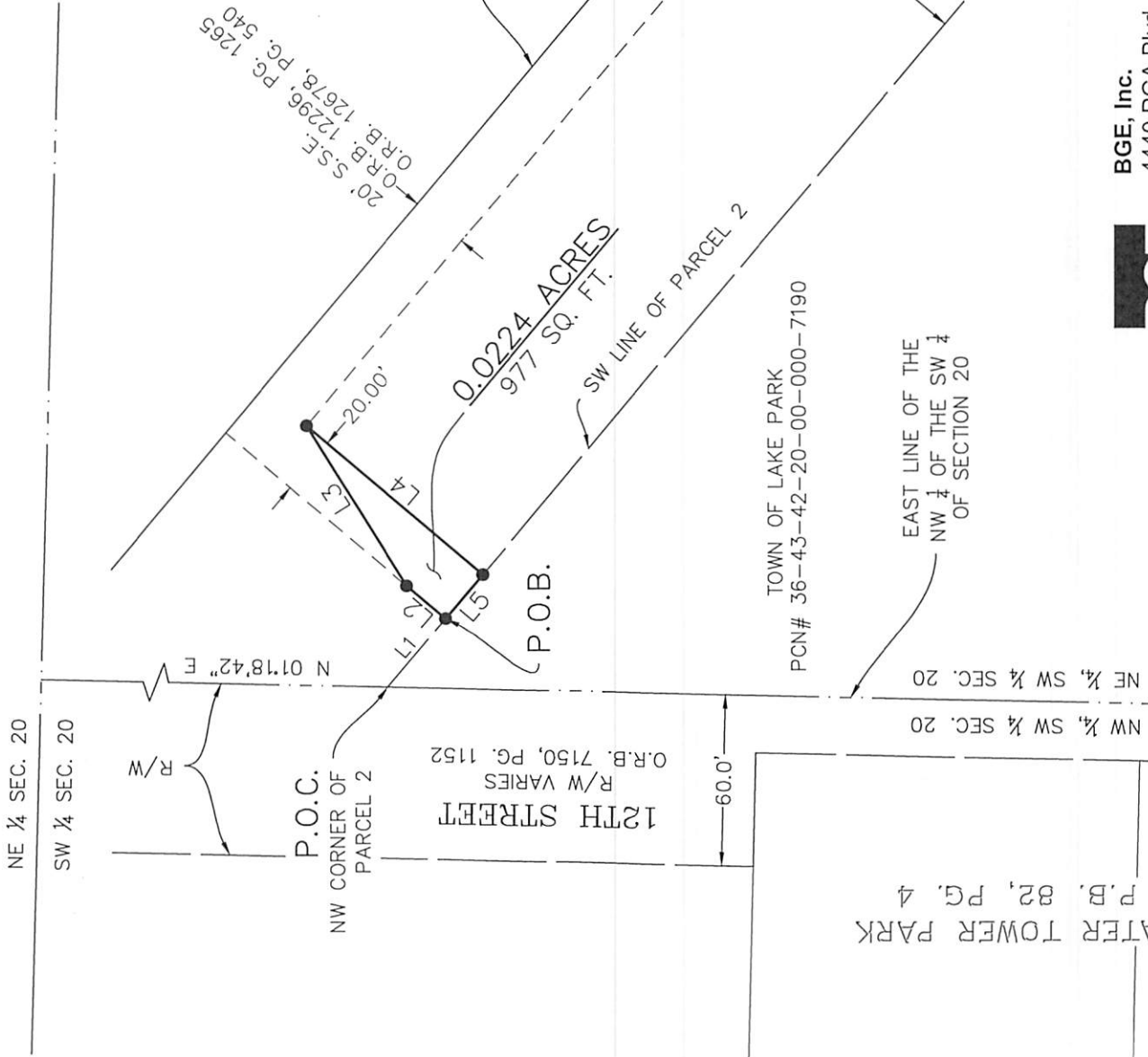
Florida Licensed Surveying Firm No. LB8533



EXHIBIT "A"

SCALE: 1"=60'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	31.33'	S49°53'20"E
L2	17.66'	N40°06'40"E
L3	65.47'	N57°53'59"E
L4	80.00'	S40°06'40"W
L5	20.00'	N49°53'20"W



Proposed SUA Easement
along the East R/W line
of 12th Street

8" Gravity
Sewer Main

Sewer
Manhole

See Detail "A" for
partial release area
of SUA easement

Recorded SUA E:
ORB 12678, PG 540

WATER TOWER PARK
PB 82 - Pg 4

WATER TOWER CENTER PARK
PB 82 - Pg 5

Item 11.

Watertower Rd

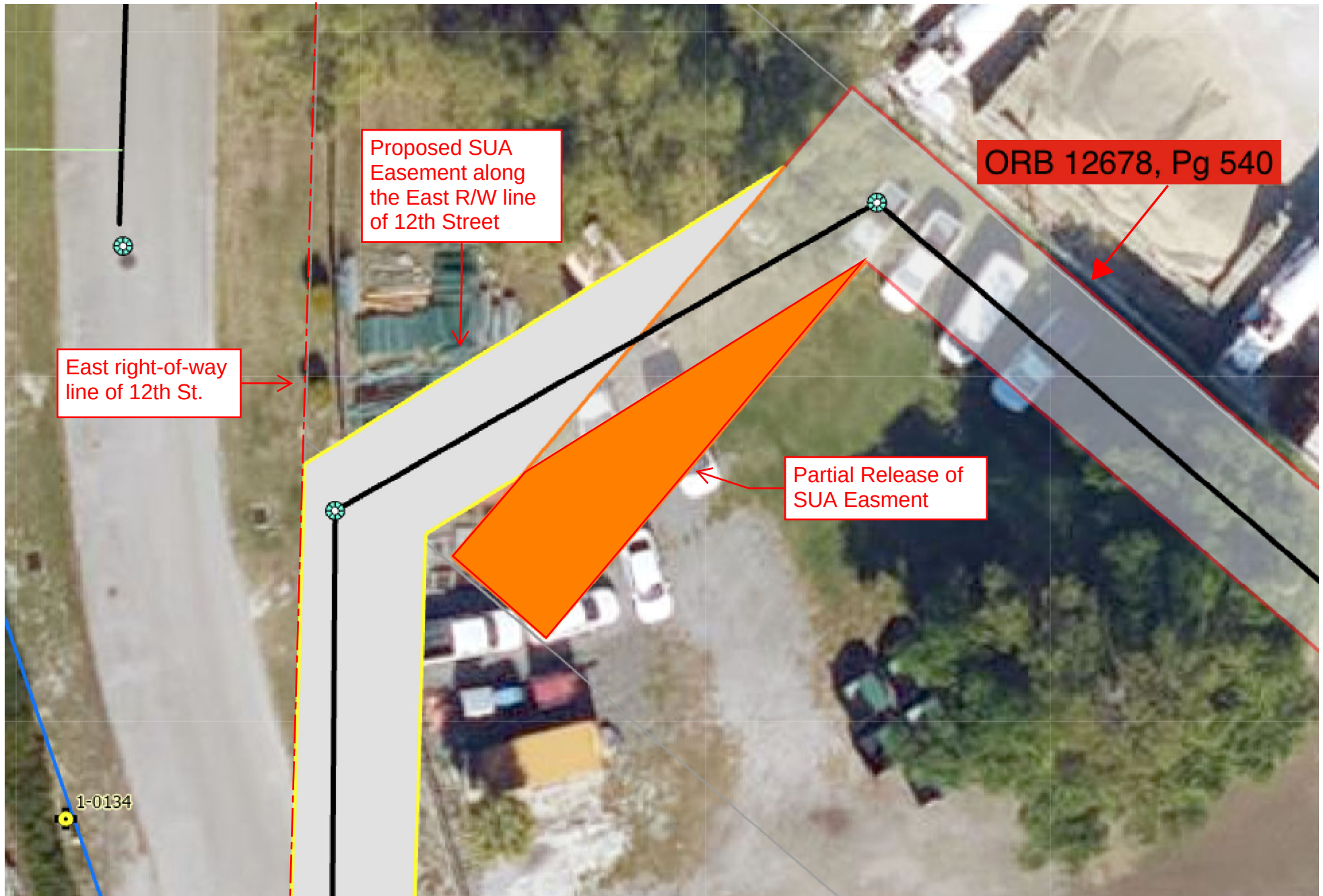
12th St

Town of Lake Park
Property

le Rd

Detail "A"

Item 11.





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Community Development Department

Agenda Title: Ordinance 09-2026 – Amendment - Town of Lake Park Code of Ordinances – Chapter 67 – Article II - Platting, Conceptual Plan and Development Plan - Section 67-37. - Development Plan Review; General Procedures - 1st Reading

Agenda Category (i.e., Consent, New Business, etc.): Ordinance on 1st Reading

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

Cost of Item: Legal Review/Legal Ad **Funding Source:** Legal/Advertising

Account Number: #108/#500-34920 **Finance Signature:** Barbara Gould

Advertised: August 28, 2026 **Date:** _____ **Newspaper:** Palm Beach Post

Attachments: Ordinance; Staff Report; Legal Ad; BIE; SB 1080; FSS 166.033

Please initial one:

AV Yes I have notified everyone
Not applicable in this case

Summary Explanation/Background:

The Community Development Department is requesting the Town Commission to consider a proposed Ordinance to amend the Town's Land Development Regulations (LDR's) to ensure that the Town is in compliance with state law. Specifically, Senate Bill 1080 (2025) – Florida Statute 166.033, which was signed by the Governor and is now state law, requires the Town to ensure the following (not an inclusive list):

- Town staff must complete a sufficiency review of an application for development permits and orders and provide comments within 5 business days of receipt of application (to determine

completeness)

- If an application for development permits and orders is determined to be incomplete, the Town maintains 30 days to request additional information from the applicant regarding the proposed project. The applicant is then required to provide the requested information within 30 days of the Town's request
- Once the application for development permits and orders has been deemed complete, Town staff will then be required to review the proposed project to ensure that it is compliant with all applicable codes. During this process, the Town may request additional information from the applicant that will be required to be submitted to the Town within 30 days. If the information is not received and/or the Town and the applicant do not agree to an extension of time, the proposed application shall be deemed withdrawn
- Applications (that have been deemed complete and have been reviewed to ensure compliance with all applicable codes) that require action by the Town Commission and/or Town Boards/Committees (i.e., quasi-judicial or public hearing) must be either Approved, Approved with Conditions or Denied within 180 days from the date the application is deemed complete
- Applications (that have been deemed complete and have been reviewed to ensure compliance with all applicable codes) that do not require action by the Town Commission and/or Town Boards/Committees (Administrative determination only) must be either Approved, Approved with Conditions or Denied within 120 days from the date the application is deemed complete
- The review timeframes shall restart when a substantive change (15% or more increase in proposed density, intensity or square footage) to the application is requested
- Provides various refund options if the prescribed development review timeframes are not met the Town. If the applicant does not meet the timeframes outlined, no refund is required by the Town

Note: The proposed new state law and subsequent proposed LDR amendments are expected to condense the development and permit approval process; however, the Town Commission, Town Boards/Committees and staff may expect to issue/provide a higher number of Approvals with Conditions or Denial of applications (if applicants fail to comply with the required timeframes)

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 was expected to be considered by the Town's Planning and Zoning Board during their meeting on September 14, 2026 however this meeting was cancelled since a quorum could not be established. The item is now expected to be considered by the Board during their meeting on Monday, October 5, 2026, and any comments/recommended changes to the proposed Ordinance will be provided to the Town Commission prior to considering the Ordinance on 2nd Reading (so as to not postpone this agenda item).

The proposed Ordinance is being presented on 1st reading and, if approved, will be presented to the Town Commission on 2nd and Final Reading during their Regular Meeting on October 7, 2026.

Note: The proposed Ordinance has been properly advertised in accordance with state law (copy of legal ad is enclosed).

Recommended Motion:

I move to approve Ordinance 09-2026 on 1st reading to amend the Town of Lake Park Code of Ordinances – Chapter 67 – Article II - Platting, Conceptual Plan and Development Plan - Section 67-37. - Development plan review; general procedures.



**TOWN LAKE OF PARK
TOWN COMMISSION
STAFF REPORT
MEETING DATE: September 16, 2026**

Item: Development Processing Ordinance Updates

SUMMARY OF ITEM:

Updates to the Town's development procedures are required to comply with changes to state law (SB 1080 and FSS 166.033). The proposed amendments will implement these changes, specific to FSS 166.033, which generally modify review timelines and timelines for approval of quasi-judicial applications by the Town Commission and approval of non-quasi-judicial projects.

Note: The proposed Ordinance was expected to be considered by the Town's Planning and Zoning Board during their meeting on September 14, 2026 however this meeting was cancelled since a quorum could not be established. The item is now expected to be considered by the Board during their meeting on Monday, October 5, 2026, and any comments/recommended changes to the proposed Ordinance will be provided to the Town Commission prior to considering the Ordinance on 2nd Reading (so as to not postpone this agenda item).

Background:

The Community Development Department is requesting that the Town Commission consider Ordinance 09-2026 that would amend the Town's development procedures to be in compliance with state Law. In accordance with state law, the proposed amendments, upon approval, would modify review timelines and procedures for quasi-judicial and non-quasi-judicial development applications.

Proposed Amendments, in part:

- Town staff must complete a sufficiency review of an application for development permits and orders and provide comments within 5 business days of receipt of application (to determine completeness)
- If an application for development permits and orders is determined to be incomplete, the Town maintains 30 days to request additional information from the applicant regarding the proposed project. The applicant is then required to provide the requested information within 30 days of the Town's request
- Once the application for development permits and orders has been deemed complete, Town staff will then be required to review the proposed project to ensure that it is compliant with all applicable codes. During this process, the Town may request additional information from the applicant that will be required to be submitted to the Town within 30 days. If the information is not received and/or the Town and the applicant do not agree to an extension of time, the proposed application shall be deemed withdrawn
- Applications (that have been deemed complete and have been reviewed to ensure compliance with all applicable codes) that require action by the Town Commission and/or Town Boards/Committees (i.e., quasi-judicial or public hearing) must be either Approved, Approved with Conditions or Denied within 180 days from the date the application is deemed complete
- Applications (that have been deemed complete and have been reviewed to ensure compliance with all applicable codes) that do not require action by the Town Commission and/or Town Boards/Committees (Administrative determination only) must be either Approved, Approved with Conditions or Denied within 120 days from the date the application is deemed complete
- The review timeframes shall restart when a substantive change (15% or more increase in proposed density, intensity or square footage) to the application is requested
- Provides various refund options if the prescribed development review timeframes are not met the Town. If the applicant does not meet the timeframes outlined, no refund is required by the Town

The proposed amendments are anticipated to condense the development approval process and may result in more requests for approval with conditions or denial if applicants fail to comply with the comments provided by Town reviewers within the allotted development timeframes.

PART II: STAFF RECOMMENDATION

Staff recommends the Town Commission move to "APPROVE" Ordinance 09-2026 on first reading.

ORDINANCE 09-2026

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 67, ARTICLE II OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, FLORIDA REGARDING DEVELOPMENT REVIEW PROCEDURES AND TIMELINES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town’s Community Development Department (the Department) has reviewed Senate Bill 1080, codified at Fla. Stat. 166.033 and recommends the enactment of this ordinance to update of the Department’s procedures and timelines for the processing of development applications; and

WHEREAS, the Town’s Planning and Zoning Board has conducted a public hearing and reviewed the proposed amendments to the Code of Ordinances of the Town, and has provided its recommendation to the Town Commission; and

WHEREAS, the Town Commission, after its review of the recommendations from the Department and the Planning and Zoning Board, and after due notice and public hearings amends Section 67-37 of Article II of Chapter 67 entitled “Land Development Code”.

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

Section 1. The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

Section 2. Chapter 67 of the Lake Park Code of Ordinances, entitled “Land Development Code” is hereby amended to read follows:

Chapter 67 LAND DEVELOPMENT CODE¹

Sec. 67-37. Development plan review; general procedures.

- (a) Applicants seeking review of The developer shall submit a development plan shall submit all materials necessary to process the application at the expense of the applicant as required by this article to the community development department. The development plan review procedure applies to redevelopment of existing projects as defined by section 51-4.
- (b) Within ~~ten~~ five working days of receipt of a development plan, the community development department shall:
 - (1) ~~Determine that the plan is complete and proceed with the procedures below~~
Acknowledge receipt of the application; or and
 - (2) Within 30 days of receiving the application, the community development department shall provide written confirmation that all required information has been submitted (complete submittal), or specify the deficiencies in the information submitted, or additional information that is required to make the application a complete submittal. Determine that the information is incomplete and inform the developer in writing of the deficiencies. If there are deficiencies, tThe applicant developer may submit an amended plan within 30 working days without payment of a reapplication fee, but, if more than 30 days have elapsed, the developer must thereafter reinitiate the review process and shall pay an additional fee. Refer to (d) below for procedures regarding requests for additional information.
 - (3) For applications that do not require final zoning action through a quasi-judicial hearing or, in the case of a zoning code text amendment, or an amendment to the comprehensive plan, a public hearing, the community development department shall approve, approve with conditions, or deny the application within 120 days after it has deemed the application to be complete.
 - (4) For applications that require final zoning action through a quasi-judicial hearing, the Town Commission shall approve, approve with conditions, or deny the application within 180 days after the community development department has deemed the application complete.
 - (5) The review timeframes above shall restart whenever an applicant submits any substantive change to the application of 15 percent or more in the proposed density, intensity, or square footage of a parcel or parcels of the development plan submitted.

- (6) Once the application has been deemed complete, if the applicant does not provide a resubmittal for 30 days or the applicant and the Town do not agree to an extension of time, the application shall be deemed withdrawn.
- (c) When reviewing an application for a development plan that has been certified by a professional listed in s. 403.0877, F.S. the Town shall not request additional information from the applicant more than three times, unless the applicant waives this limitation in writing. The town commission shall review the plan and the comments of the community development department and determine whether the proposal complies with the requirements of these regulations. Within ten working days of the meeting, the town commission shall issue a development order complying with section 67-40 or refuse to issue a development order based on it being impossible for the proposed development, even with reasonable modifications, to meet the requirements of these regulations.
- (d) Procedures for requesting additional information:
- (1) Where the community development department has requested additional information and the applicant shall submit the additional information requested within 30 days after receiving the request. The community development department shall review the additional information submitted for completeness and within 30 days of its receipt of the additional information, issue a written communication confirming that all additional information satisfies the community development department's request for additional information or specify with particularity any areas that are deficient and/ or such additional information that is necessary to make the application complete.
- (2) Whenever the community development department makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the Town shall review the additional information submitted for completeness and issue a written communication confirming that the additional information satisfies the community development department's request, or specify with particularity any areas that are deficient, and/or additional information that is necessary to make the application complete within 10 days after receiving the additional information.
- (3) Should the community development department determine that an application remains incomplete, and it submits a third request for additional information, the community development department shall provide a written communication to the applicant offering a meeting to discuss the basis of its determination that the application remains incomplete. If the Town makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the third request, the community development department shall process the application within 10 days of its receipt of the additional information whether it determines the application to be complete, or not, unless the applicant agrees in writing to waive the Town's limitation. If the applicant waives this limitation, the community development department shall have up to an additional 30 days to review the additional information.

(4) If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the Town, at the applicant's request, shall proceed to process the application for approval or denial.

~~The time schedule expressed in this section may be modified as agreed to between the applicant and the town manager.~~

(e) The Town shall issue a refund of the application fee to an applicant equal to:

(1) Ten percent of the application fee where the community development department does not issue a written notification of completeness or deficiency, or identify with specificity the additional information requested which must be submitted within 30 days after receiving the application.

(2) Ten percent of the application fee where the community development department does not issue a written notification of completeness or deficiency, or identify with specificity the additional information requested which must be submitted within 30 days after receiving the additional information pursuant to a second request.

(3) Twenty percent of the application fee where the community development department does not issue written notification of completeness or deficiency, or identify with specificity the additional information requested which must be submitted, within 30 days after receiving the additional information pursuant to a third request.

(4) Fifty percent of the application fee if the Town fails to approve, approve with conditions, or denies the application within 30 days after conclusion of either the 120-day or 180-day timeframe specified in subsection (b) (3) and (4).

(5) One hundred percent of the application fee if the Town fails to approve, approve with conditions, or denies an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in subsection (b) (3) and (4).

(6) The timeframes expressed under (b) (3) and (4) may be modified provided the applicant agrees to do so, or in the event of force majeure or, other extraordinary circumstance, as determined by the community development department. The Town is not obligated to issue a refund where the applicant has requested an extension, the delay is caused by the applicant, or the delay is attributable to a force majeure, or other extraordinary circumstance, as determined by the community development department.

(Ord. No. 7-1993, § III, 2-3-1993; Code 1978, § 33-131)

Section 3. Codification. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Lake Park. The sections of the ordinance may be re-numbered or re-lettered to accomplish such.

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. Severability. If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance.

Section 6. Effective Date. This ordinance shall take effect immediately upon execution.

#8283577 v1 26504-00001

PUBLIC NOTICE

TOWN OF LAKE PARK

NOTICE OF PUBLIC HEARINGS

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON MONDAY, SEPTEMBER 14, 2026 AT 6:30 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

THE TOWN COMMISSION WILL ALSO CONDUCT A PUBLIC HEARING AT 535 PARK AVENUE, LAKE PARK, TO CONSIDER THE AGENDA ITEM LISTED BELOW ON 1st READING WEDNESDAY, SEPTEMBER 16, 2026 AT 6:30PM AND 2ND READING WEDNESDAY, OCTOBER 7, 2026 AT 6:30PM, OR AS SOON THEREAFTER AS CAN BE HEARD. (TENTATIVE DATES, PLEASE MONITOR WWW.LAKEPARKFLORIDA.GOV FOR ANY AGENDA CHANGES). A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

Agenda Item:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 67, ARTICLE II OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, FLORIDA REGARDING DEVELOPMENT REVIEW PROCEDURES AND TIMELINES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Records related to this item may be inspected by contacting the Community Development Department at 561-881-3320, or by emailing Anders Viane at aviane@lakeparkflorida.gov. If a person decides to appeal any decision made by the Planning and Zoning Board or 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 at 561-881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Friday, August 28, 2026



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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 67, ARTICLE II OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, FLORIDA REGARDING DEVELOPMENT REVIEW PROCEDURES AND TIMELINES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR 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).

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.

- b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

3. An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

4. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

5. Additional information/methodology for preparation, if any:

Prepared by:

____ Anders Viane, Town Planner _____ 8/21/2026 _____

Print name and title

Date

AV

Signature

Copy Uploaded to the Web on _____ with packet _____ Initials AV _____

1/30/24

20251080er

1
2 An act relating to local government land regulation;
3 amending s. 125.022, F.S.; requiring counties to
4 specify minimum information necessary for certain
5 applications; revising timeframes for processing
6 applications for approval of development permits or
7 development orders; defining the term "substantive
8 change"; providing refund parameters in situations
9 where the county fails to meet certain timeframes;
10 providing exceptions; amending s. 163.3180, F.S.;
11 prohibiting a school district from collecting,
12 charging, or imposing certain fees unless they meet
13 certain requirements; providing a standard of review
14 for actions challenging such fees; amending s. 553.80,
15 F.S.; specifying certain purposes for which local
16 governments may use certain fees to carry out
17 activities relating to obtaining or finalizing a
18 building permit; amending s. 163.31801, F.S.; revising
19 the voting threshold required for approval of certain
20 impact fee increase ordinances by local governments,
21 school districts, and special districts; requiring
22 that certain impact fee increases be implemented in
23 specified increments; prohibiting a local government
24 from increasing an impact fee rate beyond certain
25 phase-in limitations under certain circumstances;
26 deleting retroactive applicability; amending s.
27 163.3184, F.S.; providing that if comprehensive plan
28 amendments are not adopted at a specified hearing,
29 such amendments must be formally adopted within a

20251080er

certain time period or they are deemed withdrawn;
increasing the time period within which comprehensive
plan amendments must be transmitted; amending s.
166.033, F.S.; requiring municipalities to specify
minimum information necessary for certain
applications; revising timeframes for processing
applications for approval of development permits or
development orders; defining the term "substantive
change"; providing refund parameters in situations
where the municipality fails to meet certain
timeframes; providing exceptions; providing effective
dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 125.022, Florida Statutes, is amended to
read:

125.022 Development permits and orders.—

(1) A county shall specify in writing the minimum
information that must be submitted in an application for a
zoning approval, rezoning approval, subdivision approval,
certification, special exception, or variance. A county shall
make the minimum information available for inspection and
copying at the location where the county receives applications
for development permits and orders, provide the information to
the applicant at a preapplication meeting, or post the
information on the county's website.

(2) Within 5 business days after receiving an application
for approval of a development permit or development order, a

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county shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a county must review the application for completeness and issue a written notification to the applicant ~~letter~~ indicating that all required information is submitted or specify in writing ~~specifying~~ with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the county must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the county has deemed the application complete. ~~or 180 days~~ For applications that require final action through a quasi-judicial hearing or a public hearing, the county must approve, approve with conditions, or deny the application for a development permit or development order within 180 days after the county has deemed the application complete. Both parties may agree in writing or in a public meeting or hearing ~~to a reasonable request for an~~ extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the county's decision. The timeframes contained in this subsection do not apply in an area of critical state concern, as designated in s. 380.0552. The timeframes contained in this subsection restart if an applicant makes a substantive

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change to the application. As used in this subsection, the term
"substantive change" means an applicant-initiated change of 15
percent or more in the proposed density, intensity, or square
footage of a parcel.

(3) (a) ~~(2) (a)~~ When reviewing an application for a
development permit or development order that is certified by a
professional listed in s. 403.0877, a county may not request
additional information from the applicant more than three times,
unless the applicant waives the limitation in writing.

(b) If a county makes a request for additional information
and the applicant submits the required additional information
within 30 days after receiving the request, the county must
review the application for completeness and issue a letter
indicating that all required information has been submitted or
specify with particularity any areas that are deficient within
30 days after receiving the additional information.

(c) If a county makes a second request for additional
information and the applicant submits the required additional
information within 30 days after receiving the request, the
county must review the application for completeness and issue a
letter indicating that all required information has been
submitted or specify with particularity any areas that are
deficient within 10 days after receiving the additional
information.

(d) Before a third request for additional information, the
applicant must be offered a meeting to attempt to resolve
outstanding issues. If a county makes a third request for
additional information and the applicant submits the required
additional information within 30 days after receiving the

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request, the county must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the county's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the county, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A county must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the county fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

(b) Ten percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3) (b).

(c) Twenty percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3) (c).

(d) Fifty percent of the application fee if the county fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

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146 (e) One hundred percent of the application fee if the
147 county fails to approve, approves with conditions, or denies an
148 application 31 days or more after conclusion of the 120-day or
149 180-day timeframe specified in subsection (2).

150
151 A county is not required to issue a refund if the applicant and
152 the county agree to an extension of time, the delay is caused by
153 the applicant, or the delay is attributable to a force majeure
154 or other extraordinary circumstance.

155 ~~(5)(3)~~ When a county denies an application for a
156 development permit or development order, the county shall give
157 written notice to the applicant. The notice must include a
158 citation to the applicable portions of an ordinance, rule,
159 statute, or other legal authority for the denial of the permit
160 or order.

161 ~~(6)(4)~~ As used in this section, the terms "development
162 permit" and "development order" have the same meaning as in s.
163 163.3164, but do not include building permits.

164 ~~(7)(5)~~ For any development permit application filed with
165 the county after July 1, 2012, a county may not require as a
166 condition of processing or issuing a development permit or
167 development order that an applicant obtain a permit or approval
168 from any state or federal agency unless the agency has issued a
169 final agency action that denies the federal or state permit
170 before the county action on the local development permit.

171 ~~(8)(6)~~ Issuance of a development permit or development
172 order by a county does not in any way create any rights on the
173 part of the applicant to obtain a permit from a state or federal
174 agency and does not create any liability on the part of the

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county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A county shall attach such a disclaimer to the issuance of a development permit and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

~~(9)(7)~~ This section does not prohibit a county from providing information to an applicant regarding what other state or federal permits may apply.

Section 2. Present paragraph (j) of subsection (6) of section 163.3180, Florida Statutes, is redesignated as paragraph (k), and a new paragraph (j) is added to that subsection, to read:

163.3180 Concurrency.—

(6)

(j) A school district may not collect, charge, or impose any alternative fee in lieu of an impact fee to mitigate the impact of development on educational facilities unless such fee meets the requirements of s. 163.3180(4)(f) and (g). In any action challenging a fee under this paragraph, the school district has the burden of proving by a preponderance of the evidence that the imposition and amount of the fee meet the requirements of state legal precedent.

Section 3. Paragraph (a) of subsection (7) of section 553.80, Florida Statutes, is amended to read:

553.80 Enforcement.—

(7)(a) The governing bodies of local governments may

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provide a schedule of reasonable fees, as authorized by s.
125.56(2) or s. 166.222 and this section, for enforcing this
part. These fees, and any fines or investment earnings related
to the fees, may only be used for carrying out the local
government's responsibilities in enforcing the Florida Building
Code, including, but not limited to, any process or enforcement
related to obtaining or finalizing a building permit. When
providing a schedule of reasonable fees, the total estimated
annual revenue derived from fees, and the fines and investment
earnings related to the fees, may not exceed the total estimated
annual costs of allowable activities. Any unexpended balances
must be carried forward to future years for allowable activities
or must be refunded at the discretion of the local government. A
local government may not carry forward an amount exceeding the
average of its operating budget for enforcing the Florida
Building Code for the previous 4 fiscal years. For purposes of
this subsection, the term "operating budget" does not include
reserve amounts. Any amount exceeding this limit must be used as
authorized in subparagraph 2. However, a local government that
established, as of January 1, 2019, a Building Inspections Fund
Advisory Board consisting of five members from the construction
stakeholder community and carries an unexpended balance in
excess of the average of its operating budget for the previous 4
fiscal years may continue to carry such excess funds forward
upon the recommendation of the advisory board. The basis for a
fee structure for allowable activities must relate to the level
of service provided by the local government and must include
consideration for refunding fees due to reduced services based
on services provided as prescribed by s. 553.791, but not

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provided by the local government. Fees charged must be consistently applied.

1. As used in this subsection, the phrase "enforcing the Florida Building Code" includes the direct costs and reasonable indirect costs associated with review of building plans, building inspections, reinspections, and building permit processing; building code enforcement; and fire inspections associated with new construction. The phrase may also include training costs associated with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractor activity to the extent not funded by other user fees.

2. A local government must use any excess funds that it is prohibited from carrying forward to rebate and reduce fees, to upgrade technology hardware and software systems to enhance service delivery, to pay for the construction of a building or structure that houses a local government's building code enforcement agency, or for training programs for building officials, inspectors, or plans examiners associated with the enforcement of the Florida Building Code. Excess funds used to construct such a building or structure must be designated for such purpose by the local government and may not be carried forward for more than 4 consecutive years. An owner or builder who has a valid building permit issued by a local government for a fee, or an association of owners or builders located in the state that has members with valid building permits issued by a local government for a fee, may bring a civil action against the local government that issued the permit for a fee to enforce this subparagraph.

3. The following activities may not be funded with fees

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adopted for enforcing the Florida Building Code:

a. Planning and zoning or other general government activities not related to obtaining a building permit.

b. Inspections of public buildings for a reduced fee or no fee.

c. Public information requests, community functions, boards, and any program not directly related to enforcement of the Florida Building Code.

d. Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code as defined in subparagraph 1.

4. A local government must use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated under this subsection are maintained and allocated or used solely for the purposes described in subparagraph 1.

5. The local enforcement agency, independent district, or special district may not require at any time, including at the time of application for a permit, the payment of any additional fees, charges, or expenses associated with:

- a. Providing proof of licensure under chapter 489;
- b. Recording or filing a license issued under this chapter;
- c. Providing, recording, or filing evidence of workers' compensation insurance coverage as required by chapter 440; or
- d. Charging surcharges or other similar fees not directly related to enforcing the Florida Building Code.

Section 4. Effective January 1, 2026, paragraphs (g) and

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(h) of subsection (6) of section 163.31801, Florida Statutes,
are amended to read:

163.31801 Impact fees; short title; intent; minimum
requirements; audits; challenges.—

(6) A local government, school district, or special
district may increase an impact fee only as provided in this
subsection.

(g)1. A local government, school district, or special
district may increase an impact fee rate beyond the phase-in
limitations established under paragraph (b), paragraph (c),
paragraph (d), or paragraph (e) by establishing the need for
such increase in full compliance with the requirements of
subsection (4), provided the following criteria are met:

~~a.1.~~ A demonstrated-need study justifying any increase in
excess of those authorized in paragraph (b), paragraph (c),
paragraph (d), or paragraph (e) has been completed within the 12
months before the adoption of the impact fee increase and
expressly demonstrates the extraordinary circumstances
necessitating the need to exceed the phase-in limitations.

~~b.2.~~ The local government jurisdiction has held at least
~~not less than~~ two publicly noticed workshops dedicated to the
extraordinary circumstances necessitating the need to exceed the
phase-in limitations set forth in paragraph (b), paragraph (c),
paragraph (d), or paragraph (e).

~~c.3.~~ The impact fee increase ordinance is approved by ~~at~~
~~least~~ a unanimous ~~two-thirds~~ vote of the governing body.

2. An impact fee increase approved under this paragraph
must be implemented in at least two but not more than four equal
annual increments beginning with the date on which the impact

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fee increase ordinance is adopted.

3. A local government may not increase an impact fee rate beyond the phase-in limitations under this paragraph if the local government has not increased the impact fee within the past 5 years. Any year in which the local government is prohibited from increasing an impact fee because the jurisdiction is in a hurricane disaster area is not included in the 5-year period.

~~(h) This subsection operates retroactively to January 1, 2021.~~

Section 5. Paragraphs (b) and (c) of subsection (3) of section 163.3184, Florida Statutes, are amended to read:

163.3184 Process for adoption of comprehensive plan or plan amendment.—

(3) EXPEDITED STATE REVIEW PROCESS FOR ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS.—

(b)1. If a plan amendment or amendments are adopted, the local government, after the initial public hearing held pursuant to subsection (11), shall transmit, within 10 working days after the date of adoption, the amendment or amendments and appropriate supporting data and analyses to the reviewing agencies. The local governing body shall also transmit a copy of the amendments and supporting data and analyses to any other local government or governmental agency that has filed a written request with the governing body.

2. The reviewing agencies and any other local government or governmental agency specified in subparagraph 1. may provide comments regarding the amendment or amendments to the local government. State agencies shall only comment on important state

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resources and facilities that will be adversely impacted by the amendment if adopted. Comments provided by state agencies shall state with specificity how the plan amendment will adversely impact an important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. Such comments, if not resolved, may result in a challenge by the state land planning agency to the plan amendment. Agencies and local governments must transmit their comments to the affected local government such that they are received by the local government not later than 30 days after the date on which the agency or government received the amendment or amendments. Reviewing agencies shall also send a copy of their comments to the state land planning agency.

3. Comments to the local government from a regional planning council, county, or municipality shall be limited as follows:

a. The regional planning council review and comments shall be limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A regional planning council may not review and comment on a proposed comprehensive plan amendment prepared by such council unless the plan amendment has been changed by the local government subsequent to the preparation of the plan amendment by the regional planning council.

b. County comments shall be in the context of the relationship and effect of the proposed plan amendments on the

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county plan.

c. Municipal comments shall be in the context of the relationship and effect of the proposed plan amendments on the municipal plan.

d. Military installation comments shall be provided in accordance with s. 163.3175.

4. Comments to the local government from state agencies shall be limited to the following subjects as they relate to important state resources and facilities that will be adversely impacted by the amendment if adopted:

a. The Department of Environmental Protection shall limit its comments to the subjects of air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, and conservation easements; solid waste; water and wastewater treatment; and the Everglades ecosystem restoration.

b. The Department of State shall limit its comments to the subjects of historic and archaeological resources.

c. The Department of Transportation shall limit its comments to issues within the agency's jurisdiction as it relates to transportation resources and facilities of state importance.

d. The Fish and Wildlife Conservation Commission shall limit its comments to subjects relating to fish and wildlife habitat and listed species and their habitat.

e. The Department of Agriculture and Consumer Services shall limit its comments to the subjects of agriculture, forestry, and aquaculture issues.

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f. The Department of Education shall limit its comments to the subject of public school facilities.

g. The appropriate water management district shall limit its comments to flood protection and floodplain management, wetlands and other surface waters, and regional water supply.

h. The state land planning agency shall limit its comments to important state resources and facilities outside the jurisdiction of other commenting state agencies and may include comments on countervailing planning policies and objectives served by the plan amendment that should be balanced against potential adverse impacts to important state resources and facilities.

(c)1. The local government shall hold a second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments pursuant to subsection (11). If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, ~~and to adopt the comprehensive plan amendments,~~ the amendments are deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. If the amendments are not adopted at the second public hearing, the amendments shall be formally adopted by the local government within 180 days after the second public hearing is held or the amendments are deemed withdrawn ~~The 180-day limitation does not apply to amendments processed pursuant to s. 380.06.~~

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 30 ~~10~~ working days after the final

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adoption hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph (b)2. If the local government fails to transmit the comprehensive plan amendments within 30 ~~40~~ working days after the final adoption hearing, the amendments are deemed withdrawn.

3. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of an amendment package. For purposes of completeness, an amendment shall be deemed complete if it contains a full, executed copy of:

a. The adoption ordinance or ordinances;

b. In the case of a text amendment, the amended language in legislative format with new words inserted in the text underlined, and words deleted stricken with hyphens;

c. In the case of a future land use map amendment, the future land use map clearly depicting the parcel, its existing future land use designation, and its adopted designation; and

d. Any data and analyses the local government deems appropriate.

4. An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

Section 6. Section 166.033, Florida Statutes, is amended to read:

166.033 Development permits and orders.—

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(1) A municipality shall specify in writing the minimum information that must be submitted for an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. A municipality shall make the minimum information available for inspection and copying at the location where the municipality receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the municipality's website.

(2) Within 5 business days after receiving an application for approval of a development permit or development order, a municipality shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a municipality must review the application for completeness and issue a written notification to the applicant ~~letter~~ indicating that all required information is submitted or specify in writing specifying ~~specifying~~ with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the municipality has deemed the application complete. ~~, or 180 days~~ For applications that require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a

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development permit or development order within 180 days after
the municipality has deemed the application complete. Both
parties may agree in writing or in a public meeting or hearing
to ~~a reasonable request for~~ an extension of time, particularly
in the event of a force majeure or other extraordinary
circumstance. An approval, approval with conditions, or denial
of the application for a development permit or development order
must include written findings supporting the municipality's
decision. The timeframes contained in this subsection do not
apply in an area of critical state concern, as designated in s.
380.0552 or chapter 28-36, Florida Administrative Code. The
timeframes contained in this subsection restart if an applicant
makes a substantive change to the application. As used in this
subsection, the term "substantive change" means an applicant-
initiated change of 15 percent or more in the proposed density,
intensity, or square footage of a parcel.

~~(3)(a)-(2)-(a)~~ When reviewing an application for a
development permit or development order that is certified by a
professional listed in s. 403.0877, a municipality may not
request additional information from the applicant more than
three times, unless the applicant waives the limitation in
writing.

(b) If a municipality makes a request for additional
information and the applicant submits the required additional
information within 30 days after receiving the request, the
municipality must review the application for completeness and
issue a letter indicating that all required information has been
submitted or specify with particularity any areas that are
deficient within 30 days after receiving the additional

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information.

(c) If a municipality makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

(d) Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a municipality makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the municipality's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the municipality, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A municipality must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after

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receiving the application.

(b) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3) (b) .

(c) Twenty percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3) (c) .

(d) Fifty percent of the application fee if the municipality fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2) .

(e) One hundred percent of the application fee if the municipality fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in subsection (2) .

A municipality is not required to issue a refund if the applicant and the municipality agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(5) ~~(3)~~ When a municipality denies an application for a development permit or development order, the municipality shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule,

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statute, or other legal authority for the denial of the permit or order.

(6)~~(4)~~ As used in this section, the terms "development permit" and "development order" have the same meaning as in s. 163.3164, but do not include building permits.

(7)~~(5)~~ For any development permit application filed with the municipality after July 1, 2012, a municipality may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the municipal action on the local development permit.

(8)~~(6)~~ Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(9)~~(7)~~ This section does not prohibit a municipality from providing information to an applicant regarding what other state or federal permits may apply.

Section 7. Except as otherwise expressly provided in this

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610 act, this act shall take effect October 1, 2025.

The Florida Senate

2026 Florida Statutes

<u>Title XII</u> MUNICIPALITIES	<u>Chapter 166</u> MUNICIPALITIES <u>Entire Chapter</u>	SECTION 033 Development permits and orders; development preapplication consulting services program required.
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166.033 Development permits and orders; development preapplication consulting services program required.—

(1)(a) By January 1, 2027, each municipality with a population of 10,000 or greater shall create and implement a program for the purpose of making available development preapplication consultation services at an applicant's request. This subsection may not be construed to affect or require the modification of a municipal program that makes available the same or substantially similar development preapplication consulting services to an applicant for a development permit or development order, including a program that requires mandatory preapplication meetings for specified types of developments, if such municipal program exists on or before July 1, 2026.

1. The preapplication consultation services authorized in this subsection are limited to those applications for permits as defined in s. [163.3169](#).

2. The municipality may use a qualified contractor or a qualified contractor firm as defined in s. [163.3169](#) to fulfill the preapplication consultation services required in this subsection.

(b) A development preapplication consultation services program must, at minimum, provide all of the following:

1. The minimum information that must be submitted in an application for a permit as defined in s. [163.3169](#).

2. The review and precertification of completeness of the application and all related documents, including site engineering plans or site plans or their functional equivalent, or plats, and their compliance with all relevant existing land development regulations.

(c) If an applicant chooses to use the development preapplication consultation services program, the municipality, upon receipt of the proposed development application, shall confirm receipt, verify completeness, and issue a written notification to the applicant indicating that all required information has been submitted, or specify in writing with particularity any deficiencies within 5 business days. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required information. If the municipality fails to issue the written notification within 5 business days, the application is deemed complete by operation of law without conditions, and the municipality must process the application as required in paragraph (d).

(d)1. Upon receipt of the applicant's completed application, the municipality must process the application for final action and must approve, approve with conditions, or deny the application within 45 days after submission of a complete application, except the municipality may not review again those plans specified in subparagraph (b)2.

2. If the municipality fails to take final action to approve, approve with conditions, or deny the application within the 45 days, the applicant shall notify the municipality in writing. If the municipality fails to respond within 10 days,

the application is deemed approved by operation of law without conditions, and the applicant is entitled to proceed with the proposed activity or development as though the municipality had granted unconditional approval. Approval pursuant to this subparagraph may not be construed to relieve the applicant of the obligation to comply with all other applicable federal, state, and local laws, regulations, and ordinances.

(2) If an applicant for a development permit or development order is not eligible, does not request, or elects not to use the municipality's development preapplication consulting services program pursuant to subsection (1), all of the following requirements shall apply:

(a) A municipality shall specify in writing the minimum information that must be submitted for an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. A municipality shall make the minimum information available for inspection and copying at the location where the municipality receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the municipality's website.

(b)1. Within 5 business days after receiving an application for approval of a development permit or development order, a municipality shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a municipality must review the application for completeness and issue a written notification to the applicant indicating that all required information is submitted or specify in writing with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information.

2. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the municipality has deemed the application complete.

3. For applications that require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 180 days after the municipality has deemed the application complete.

4. Both parties may agree in writing or in a public meeting or hearing to an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the municipality's decision.

The timeframes contained in this paragraph do not apply in an area of critical state concern, as designated in s. [380.0552](#) or chapter 28-36, Florida Administrative Code. The timeframes contained in this paragraph restart if an applicant makes a substantive change to the application. As used in this paragraph, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

(c)1. When reviewing an application for a development permit or development order that is certified by a professional listed in s. [403.0877](#), a municipality may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.

2. If a municipality makes a request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 30 days after receiving the additional information.

3. If a municipality makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

4. Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a municipality makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the municipality's limitation in writing as described in ¹subparagraph 1.

5. Except as provided in subsection (4), if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the municipality, at the applicant's request, shall proceed to process the application for approval or denial.

(d) A municipality must issue a refund to an applicant equal to:

1. Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

2. Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to subparagraph (c)2.

3. Twenty percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to subparagraph (c)3.

4. Fifty percent of the application fee if the municipality fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day timeframe specified in subparagraph (b)2. or the 180-day timeframe specified in subparagraph (b)3.

5. One hundred percent of the application fee if the municipality fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the 120-day timeframe specified in subparagraph (b)2. or the 180-day timeframe specified in subparagraph (b)3.

A municipality is not required to issue a refund if the applicant and the municipality agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(e) When a municipality denies an application for a development permit or development order, the municipality shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit or order.

(3) As used in this section, the terms “development permit” and “development order” have the same meaning as in s. [163.3164](#), but do not include building permits.

(4) For any development permit application filed with the municipality after July 1, 2012, a municipality may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the municipal action on the local development permit.

(5) Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(6) The amount of any application fee associated with a development permit or development order must reasonably relate to the direct and reasonable indirect costs associated with the review, processing, and final disposition of the application and must be published on the municipality’s fee schedule. The fee may not be based on a percentage of construction costs, site costs, or project valuation.

(7) This section does not prohibit a municipality from providing information to an applicant regarding what other state or federal permits may apply.

History.—s. 2, ch. 2006-88; s. 3, ch. 2012-205; s. 3, ch. 2013-92; s. 3, ch. 2013-193; s. 2, ch. 2013-213; s. 8, ch. 2019-165; s. 3, ch. 2021-224; s. 6, ch. 2025-177; s. 2, ch. 2026-7; s. 3, ch. 2026-64.

¹**Note.**—Substituted for a reference to paragraph (a) by the editors to conform to the redesignation of paragraph (3)(a) as subparagraph (2)(c)1. by s. 3, ch. 2026-64.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Town Clerk

Agenda Title: Resolution 84-09-26 - Renewal - Property and Casualty Insurance - Florida Municipal Insurance Trust (FMIT) - FY 2027

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

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

Cost of Item: \$0.00 **Funding Source:** Various Funds in the 2027 Budget

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution 84-09-26; Gehring Group Property, Casualty and Workers Compensation Insurance Renewal Evaluation (Exhibit A) for 2026-2027.

Please initial one:

VM Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Town's property and casualty insurance company, Florida Municipal Insurance Trust (FMIT), has provided the Town with renewal coverage rates for FY 2027 with an overall premium of \$524,268, which is a 2.27% decrease (\$12,176) from FY 2026.

If approved, the proposed coverage would include Flood, Inland Marine, Crime Coverage, General Liability, Network Security and Privacy Liability, Public Official Liability and Employment Practices Liability, Automotive Liability and Workers' Compensation Insurance and would expire on September 30, 2026.

Note: Funding to support this increase is provided within the proposed FY 2027 Annual Budget for the Town of Lake Park.

The proposed rates have been reviewed by the Town's insurance consultant, Gehring Group, and reviewed by the Town Clerk and the Finance Director.

Recommended Motion:

I move to approve Resolution 84-09-26 and approve the renewal of Property and Casualty Insurance with the Florida Municipal Insurance Trust (FMIT) for FY 2027 (as recommended by the Gehring Group).

RESOLUTION 84-09-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO RENEW FOR FISCAL YEAR 2026/ 2027 THE TOWN'S PROPERTY AND CASUALTY INSURANCE THROUGH THE FLORIDA MUNICIPAL INSURANCE TRUST; AND, PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to provide for property and casualty insurance for Fiscal Year 2026/2027; and

WHEREAS, the Town Commission has reviewed the Gehring Group 2026/2027 Property, Casualty and Workers Compensation Renewal Evaluation, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, for the provision of property, casualty and workers compensation insurance; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town to renew property and casualty insurance coverage through the Florida Municipal Insurance Trust for Fiscal Year 2026/2027; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2026/2027.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to renew for Fiscal Year 2026/2027 property and casualty insurance through the Florida Municipal Insurance Trust as outlined in the attached **Exhibit A**.

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

Town of Lake Park
Property, Casualty & Workers' Compensation Insurance
2026-2027 Renewal Evaluation

	CURRENT			RENEWAL		
	2025-2026			2026-2027		
Coverage Type	Deductible	Coverage Limits	Premium	Deductible	Coverage Limits	Premium
Property	\$5,000 AOP; 5% NS	\$22,832,210	\$279,978	\$5,000 AOP; 5% NS	\$22,832,210	\$251,994
Inland Marine	\$500/\$1,000	\$1,312,321	Incl in PR	\$500/\$1,000	\$1,312,321	Incl in PR
Flood	BCX: \$5,000; AV: NFIP Limit	\$5,000,000	Incl in PR	BCX: \$5,000; AV: NFIP Limit	\$5,000,000	Incl in PR
Business Income	72 hours	\$500,000	Incl in PR	72 hours	\$500,000	Incl in PR
Equipment Breakdown	\$5,000	\$22,832,210	Incl in PR	\$5,000	\$22,832,210	Incl in PR
Crime			Incl in PR			Incl in PR
Employee Theft	\$1,000	\$100,000		\$1,000	\$100,000	
Computer Funds Transfer	\$1,000	\$50,000		\$1,000	\$50,000	
Forgery & Alteration	\$1,000	\$50,000		\$1,000	\$50,000	
Position Bond	\$1,000	\$250,000		\$1,000	\$250,000	
General Liability	\$25,000	\$2,000,000	\$93,489	\$25,000	\$2,000,000	\$104,402
Deductible Stoploss	\$203,452			\$158,835		
Employment Practices & Public Officials Liability	\$25,000	\$2,000,000	Incl in GL	\$25,000	\$2,000,000	Incl in GL
Cyber Liability	\$25,000	\$1,000,000	\$2,595	\$25,000	\$1,000,000	\$2,787
Auto Physical Damage	\$25,000	Per Schedule	\$16,403	Per Schedule	Per Schedule	\$16,938
Deductible Stoploss	\$75,000			\$75,000		
Auto Liability	\$25,000	\$2,000,000	\$45,176	\$25,000	\$2,000,000	\$64,758
PIP	\$0	\$10,000	Incl in AL	\$0	\$10,000	Incl in AL
Workers' Compensation	\$0	Statutory	\$84,844	\$0	Statutory	\$66,018
Estimated Payroll		\$5,352,008			\$5,580,316	
Experience Mod		1.24			0.90	
Marina Operator's Liability	\$2,500	\$1,000,000	\$11,150	\$2,500	\$1,000,000	\$14,450
Storage Tank Liability	\$25,000	\$1,000,000	\$2,809	\$25,000	\$1,000,000	\$2,921
Total Annual Premium	\$536,444			\$524,268		
\$ Increase or Decrease	N/A			-\$12,176		
% Increase or Decrease	N/A			-2.27%		



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Administration/Human Resources

Agenda Title: Resolution 85-09-26 - Employee Benefits [Medical Insurance - CIGNA, Dental Insurance - CIGNA, COBRA Administration – Upswing, Vision Insurance - Humana, Basic Life and Accidental Death & Dismemberment, Supplemental Life, Short Term Disability & Long-Term Disability - The Hartford] - FY 2027 - \$1,076,455

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

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

Cost of Item: \$1,076,455 **Funding Source:** Various

Account Number: Various as funded in FY 2027 budget **Finance Signature:** Barbara A. Gould

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

Attachments: Resolution 85-09-26; Exhibit A; Town of Lake Park RFP & Renewal Evaluation, Exhibit B; Employee Benefits Renewal and Medical Insurance RFP Recommendation

Please initial one:

____ Yes I have notified everyone
____ Not applicable in this case

Summary Explanation/Background:

The Town Manager/HR Division and the Finance Director has identified a need, along with the Town's employee benefits consultant, Gehring Group/Brown & Brown, to review and renew the Town's employee benefits for Fiscal Year (FY) 2027.

Recently, the Town Manager had requested the HR Division, the Finance Department and the Gehring Group to review the cost of benefits provided to the Town's employees and to identify a health plan option that was more functional and cost efficient for our staff.

Medical Insurance:

The Town's current employee medical insurance provider, Florida Municipal Insurance Trust (FMIT) United HealthCare Choice Plus Plan 14, has notified the Town that due to significantly high annual claims from the current year, the Town would be assessed with a 40% increase (or an additional \$352,125) for the upcoming 2026-2027 plan year. This agreement expires on September 30, 2026.

As a result, the Town requested the Gehring Group to determine if a more affordable plan (maintaining a consistent level of coverage) would be available. As a result, the Gehring Group issued a Request for Proposal (RFP) for medical insurance and received the following proposals:

- Florida Blue – Did not issue a proposal (expected premium would have exceeded the FMIT's 40% renewal proposal)
- Cigna - 28.7% annual premium increase
- Curative - 10% annual premium increase

Note: The Curative plan, although competitively priced with an attractive plan design, is still new to the Palm Beach County and Florida marketplace. However, at this time, the Gehring Group has some concerns with the services provided and costs that are covered by this carrier and does not believe that there is enough information to move our health benefit to this provider at this time and potentially risk the need for immediate insurance for our staff. We will continue to review this option and communicate with organizations that have made the move to this provider to determine if it is a viable option during our next renewal period.

After analyzing the proposals submitted, the Gehring Group recommends that the Town obtain employee medical insurance through the CIGNA – Plan Q3P1 for Fiscal Year 2027. The Cigna proposed plan is a level funded arrangement whereby, if claims perform better than expected, Cigna would share fifty percent (50%) of the surplus in the form of a credit to the administrative fees in the following plan year. In order to share in the surplus, the Town would need to renew coverage with Cigna.

Dental Insurance:

The Town's current dental program is offered through Cigna and is expiring on September 30, 2026. As a result, the Gehring Group is recommending that the Town utilize Cigna to provide dental insurance.

The proposed agreement would be similar to the Town's current agreement with Cigna (that is expiring) and it would provide the Town with a new two-year rate guarantee agreement that includes a 3% increase (or an additional \$1,074) from the current rate.

Note: According to the Gehring Group, based on market trend, the proposed rate increase is below the 4-8% state average.

If approved, employees will continue to be eligible to visit a contracted provider and receive up to an annual benefit maximum of \$1,500 to \$1,800 per person as well as the flexibility to access non-contracted providers. The Cigna program will continue at the current schedule of benefits as well as provide child orthodontia coverage up to age 19.

The Gehring Group recommends that the Town renew its coverage with Cigna to provide dental insurance benefits.

COBRA Administration:

Currently, FMIT offers COBRA administration to the Town as part of their offering at no additional cost to the Town. However, Cigna does not provide this service and, if a move to Cigna for Medical Insurance is approved, the Town would need to secure a COBRA administrator as the liability to the Town to self-administer is not recommended since the fines exceed the minimal cost.

As a result, the Gehring Group is recommending that the Town utilize Upswing as this vendor also currently administers the Town's flexible spending accounts. Since flexible spending accounts are subject to COBRA, this selection would provide administrative efficiencies for the same administrator to manage COBRA.

The projected annual cost to utilize Upswing for the Town's COBRA administration is \$500.

The Gehring Group recommends that the Town implement Upswing to manage COBRA administration.

Vision Insurance:

The Town's current vision program is offered through Humana and there is no proposed change in this provider, plan design and/or the rates/cost to the Town and/or the staff.

Members enrolled in the vision plan are eligible to receive an annual exam and lenses every 12 months and frames every 24 months. The frame allowance at a contracted provider's office or retail outlet is up to \$130 with an additional 20% off the remaining balance. Contact lenses will continue to be covered in network up to a \$130 allowance with additional discounts up to 20%.

The Gehring Group recommends that the Town renew its coverage with Humana to provide vision insurance benefits.

Life and Disability Insurance:

The Town's current basic life and accidental death & dismemberment benefits are provided through The Hartford and there is no proposed change in this provider, plan design and/or the rates/cost to the Town and/or the staff.

Employees would continue to receive a Basic Group Term Life Insurance benefit (provided by the Town) of one (1) times their annual salary up to a maximum of \$50,000.

In addition to the Basic Group Term Life Insurance provided by the Town, employees will have the option to purchase Voluntary Life and Accidental Death and Dismemberment coverage in \$10,000 increments up to (3) times their annual salary up to \$300,000. Coverage for spousal voluntary life and child life is also available to employees.

Further, eligible employees will be able to purchase short and long term disability coverage through The Hartford.

There are no proposed changes in benefits and/or rates/costs for life or disability coverages for Fiscal Year 2027.

The Gehring Group recommends the Town renew its coverage for Life and Disability insurance with The Hartford.

Employee Assistance Program (EAP):

The Town's current EAP program is offered through The Hartford and there is no proposed change in this provider and/or the cost to the Town and/or the staff.

The Hartford provides three (3) face-to-face visits per year per occurrence.

Each of the above proposed employee benefits have been recommended by the Gehring Group and reviewed by the Town's Risk Manager (Town Clerk) and the Finance Director. Additionally, the Town has notified the Town's representatives with the Federation of Public Employees – National Federation of Public and Private Employees (AFL-CIO) (union) and there is support to move to a health plan that provides consistent coverage at a lower than proposed renewal rate with a new carrier.

If approved, the Town Commission will accept each of the employee benefit insurance pricing including all terms, conditions, and price contained in the existing agreement. The proposed renewal will be for one year. The Town will not expend more than the amount within the approved budget as it may be adopted or amended for these goods and services over the term of the contract.

The proposed purchase follows the Town of Lake Park's Purchasing Code, Sec. 2-244. Exemptions.

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;

Note: Various documents related to this selection process for each of the employee benefits providers is either attached and/or available for review by contacting the Town Clerk's Office, including the Agreements, proposed rates and addendums, as required.

The Town has worked with each of the proposed employee benefit providers and we have received good customer service and a good product.

The proposed Agreements were prepared by each of the proposed insurance providers and reviewed by the Town's employee benefit consultant, Gehring Group, the Town Clerk, the Finance Director and the Town Attorney.

The Town has previously worked with each of the proposed insurance providers and they have provided a quality product and good customer service.

Fiscal Impact:

Funding to support the proposed increase in medical & dental insurance as well as the Town's other employee benefits, is included within the Town's proposed FY 2027 Budget – Various Funds.

As a result, the Gehring Group is requesting the Town Commission approve the following:

1. Approve the award of medical coverage to Cigna Open Access Plus Level-Funded Alternative #1, effective October 1, 2026, in the total estimated amount of \$1,018,303 to the Town of Lake Park for FY 2027
2. Approve the renewal of the Town's Cigna Dental Plan effective October 1, 2026, in the total estimated amount of \$25,116 to the Town of Lake Park for FY 2027
3. Approve the implementation of Upswing as the Town's COBRA administrator effective October 1, 2026, in the total estimated amount of \$500 to the Town of Lake Park for FY 2027
4. Approve the renewal of the Town's Humana Vision Plan effective October 1, 2026, in the total estimated amount of \$3,140 to the Town of Lake Park for FY 2027
5. Approve the renewal of The Hartford Life and Disability Programs effective October 1, 2026, in the total estimated amount of \$29,396 to the Town of Lake Park for FY 2027

Note: The above total expected or estimated premium amounts for each employee benefit provider will be determined based on the number of employees, family members and types of coverages that may be selected by our employees. Thus, these premium numbers will vary throughout the year and the total costs have been estimated within the proposed FY 2027 Budget – All Funds based on current coverage populations and selected benefits.

Recommended Motion:

I move to approve proposed Resolution 85-09-26 to approve Town employee benefits [Medical Insurance - CIGNA, Dental Insurance - CIGNA, COBRA Administration – Upswing, Vision Insurance - Humana, Basic Life and Accidental Death & Dismemberment, Supplemental Life, Short Term Disability & Long-Term Disability - The Hartford] for FY 2027, in the total estimated amount of \$1,076,455; and authorize the Mayor to execute the related employee benefits coverage agreements and/or related documents.

RESOLUTION 85-09-26

RESOLUTION AUTHORIZING AND DIRECTING THE TOWN MANAGER TO OBTAIN FOR FISCAL YEAR 2027 THE EMPLOYEE MEDICAL INSURANCE THROUGH CIGNA – PLN Q3P1; TO RENEW EMPLOYEE DENTAL INSURANCE THROUGH CIGNA; TO RENEW EMPLOYEE VISION INSURANCE THROUGH HUMANA; TO RENEW BASIC LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT, SUPPLEMENTAL LIFE, SHORT TERM DISABILITY AND LONG-TERM DISABILITY INSURANCE THROUGH THE HARTFORD; AND, TO PROVIDE FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission has determined that it will provide the Town’s employees with group medical, dental, vision, basic life and accidental death and dismemberment, supplemental life, short term disability and long term disability insurance coverage for Fiscal Year 2027. The premiums for supplemental life insurance are to be paid for by Town employees; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Gehring Group Town of Lake Park RFP & Renewal Evaluation for Medical Insurance Renewal (Exhibit A), containing the Employee Benefits Executive Cost Summary; Gehring Group Renewal Recommendation (Exhibit B); and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to obtain for Fiscal Year 2027 the group employee medical insurance through CIGNA Plan Q3P1; to renew Employee Dental Insurance through CIGNA; to renew Employee Vision Insurance through Humana; and, to renew Basic Life and Accidental Death and Dismemberment, Supplemental Life, Short Term Disability and Long-Term Disability Insurance through The Hartford; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverages in Fiscal Year 2027.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to obtain for Fiscal Year 2027 the group employee medical insurance through CIGNA – Plan Q3P1 to renew Employee Dental Insurance through CIGNA; to renew Employee Vision Insurance through Humana; and, to renew Basic Life and Accidental Death and Dismemberment, Supplemental Life, Short Term Disability and Long-Term Disability Insurance through The Hartford.

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

To: Richard Reade, Town Manager
Town of Lake Park
From: Athena Erchard, Senior Benefits Consultant
Gehring Group, A Brown & Brown Company

Date: Sept 2026

Subject: Employee Benefits Renewal and Medical Insurance RFP Recommendation
Effective: October 1, 2027

Background

The Town conducted a comprehensive review of its employee benefits program in advance of the October 1, 2026 renewal date. The review included a formal Request for Proposal (RFP) for medical coverage as well as renewal evaluations for dental, vision, life, and disability benefits. Several carriers were invited to participate in the medical RFP process, including Aetna, Benecon, Cigna, Curative, Florida Blue, FMIT, and UnitedHealthcare. Cigna, Curative, and FMIT submitted proposals, while Aetna, Benecon, and UnitedHealthcare declined to quote. Florida Blue submitted proposals that were not competitive and reflected increases exceeding 65%.

Medical Plan Evaluation

The Town's current medical coverage is provided through FMIT's fully insured UnitedHealthcare Choice Plus Plan. The current annual premium is approximately \$880,311. Renewal rates from FMIT reflect a substantial increase of approximately 40%, resulting in an annual premium of approximately \$1,232,436.

Several alternative funding arrangements were evaluated, including:

- Cigna Open Access Plus Level-Funded Alternative #1
- Cigna Open Access Plus Level-Funded Alternative #2
- FMIT UnitedHealthcare Choice Plan 19 PPO
- Curative Fully Insured Option

After a detailed review of plan design, provider access, financial exposure, and projected costs, the most favorable proposal was identified as **Cigna Open Access Plus Level-Funded Alternative #1**. The proposal provides benefits substantially comparable to the current plan while reducing the projected increase from 40% under the fully insured renewal to approximately **28.7%**. The maximum annual liability under this option is approximately **\$1,132,787**, representing a savings of approximately **\$100,000** compared to the FMIT renewal. The Cigna Alternate #1 plan is being recommended over Alternate #2 due to the following:

- Alternate #2 is an in-network only plan with no out of network benefits. Employees mainly remain in-network due to the lower annual deductible and maximum out-of-pocket amounts; however, if an employee or family member is diagnosed with a rare condition that merits a doctor or facility that specializes in this type of diagnosis, this situation would not provide any coverage for the employee if the provider or facility of choice was out of network.

- Gehring Group carefully evaluated both Cigna alternatives and determined that the approximate \$55,756 difference compared to Alternative #1, does not outweigh the reduction in benefit value. Alternate #2 increases employee financial responsibility through higher deductibles, higher out-of-pocket maximums, and substantially higher specialty prescription drug costs.
- Alternate #2 substantially increases the specialty prescription drug cost for the employee from \$60 to \$250. Due to the potential impact on employees and their families, staff and Gehring Group recommend Cigna Alternate #1 as the option that best balances cost containment with maintaining a competitive and affordable benefits program.

Cigna Alternates #1 and #2 are level-funded arrangements that include:

- A 50% surplus-sharing provision;
- Fixed stop-loss protection with a \$50,000 specific deductible;
- Comprehensive national Open Access Plus provider network access; and
- A lower projected annual cost than all other comparable alternatives evaluated

Dental Insurance Renewal

The Town's dental coverage with Cigna was reviewed for renewal. The carrier proposed a 3.0% increase, or \$1,074 annually, compared to the current annual premium. Benefits remain unchanged, including:

- 100% preventive services;
- 95% basic services;
- 50% major services;
- Orthodontia coverage for dependents under age 19; and
- Implant coverage at 50%

The renewal also includes a rate guarantee through September 30, 2028. The 3.0% increase is below state wide trend ranging from 4-8%.

Vision Insurance Renewal

Humana Vision proposed a renewal with no rate increase. The annual premium remains approximately \$4,333, and plan benefits remain unchanged. The renewal includes a rate guarantee through September 30, 2027.

Life, Disability and EAP Insurance Renewals

The Town's life and disability coverages through The Hartford were reviewed and renewed with no changes to plan design or cost to the Town or staff. The program includes:

- Basic Life and AD&D Insurance;
- Supplemental Life Insurance;
- Short-Term Disability; and
- Long-Term Disability
- Employee Assistance Program

These benefits continue to provide valuable income and financial protection for employees and their families

while maintaining stable pricing and coverage terms. The Town's current EAP program offers three face-to-face visits per occurrence per year. There is no proposed change to these coverages or to the cost to the Town or the staff.

COBRA Administration Services

As part of the Town's annual employee benefits review, COBRA administration services were evaluated to ensure ongoing compliance with federal continuation coverage requirements. Currently, FMIT includes the cost of COBRA administration in their offering at no cost to the Town. If medical coverage is moved to Cigna, it is recommended that the Town implement a COBRA administrator.

The Town received a proposal from UpSwing for comprehensive COBRA administration services effective October 1, 2026.

The proposed services include:

- Preparation and distribution of required COBRA initial notices to new hires;
- Issuance of qualifying event notices;
- Premium collection and monthly billing administration;
- Multiple participant payment options, including ACH, credit card, and check;
- Ongoing administration of COBRA elections and cancellations.

The proposal includes no implementation fee and no annual renewal fee. The monthly administrative charge is \$0.75 per employee per month or a \$40 monthly minimum fee for the Town's 48 enrolled employees, resulting in an estimated annual cost of approximately \$480.

The utilization of a dedicated COBRA administrator will provide enhanced compliance support, streamline administration since Upswing currently administers the flexible spending accounts, reduce internal staff workload, and ensure timely delivery of federally required notifications to eligible participants.

Fiscal Impact

The recommended medical plan will increase the Town's healthcare costs; however, the recommendation significantly mitigates the impact that would otherwise result from the FMIT renewal. The Cigna Level-Funded Alternative #1 reduces the projected increase from 40% to 28.7% and provides substantial savings compared to the FMIT renewal.

The dental renewal increase is limited to 3%, while vision, life, and disability premiums remain stable. The COBRA administration cost is minimal at approximately \$480 annually.

Recommendation

The Gehring Group and Staff recommend the Town:

1. Approve the award of medical coverage to Cigna Open Access Plus Level-Funded Alternative #1, effective October 1, 2026.
2. Approve the renewal of the Town's Cigna Dental Plan effective October 1, 2026.
3. Approve the renewal of the Town's Humana Vision Plan effective October 1, 2026.
4. Approve the renewal of The Hartford Life and Disability Programs effective October 1, 2026.
5. Approve the implementation of Upswing as the Town's COBRA administrator effective October 1, 2026.

This recommendation provides the most financially responsible solution available while maintaining a competitive employee benefits package and minimizing disruption to employees and their families.

Respectfully submitted,



Athena Erchard

Senior Benefits Consultant
Gehring Group, A Brown & Brown Company

Town of Lake Park RFP & Renewal Evaluation

September 16, 2026

To: Richard Reade, Town Manager
Town of Lake Park
From: Athena Erchard, Senior Benefits Consultant
Gehring Group, A Brown & Brown Company

Date: Sept 2026

Subject: Employee Benefits Renewal and Medical Insurance RFP Recommendation
Effective: October 1, 2027

Background

The Town conducted a comprehensive review of its employee benefits program in advance of the October 1, 2026 renewal date. The review included a formal Request for Proposal (RFP) for medical coverage as well as renewal evaluations for dental, vision, life, and disability benefits. Several carriers were invited to participate in the medical RFP process, including Aetna, Benecon, Cigna, Curative, Florida Blue, FMIT, and UnitedHealthcare. Cigna, Curative, and FMIT submitted proposals, while Aetna, Benecon, and UnitedHealthcare declined to quote. Florida Blue submitted proposals that were not competitive and reflected increases exceeding 65%.

Medical Plan Evaluation

The Town's current medical coverage is provided through FMIT's fully insured UnitedHealthcare Choice Plus Plan. The current annual premium is approximately \$880,311. Renewal rates from FMIT reflect a substantial increase of approximately 40%, resulting in an annual premium of approximately \$1,232,436.

Several alternative funding arrangements were evaluated, including:

- Cigna Open Access Plus Level-Funded Alternative #1
- Cigna Open Access Plus Level-Funded Alternative #2
- FMIT UnitedHealthcare Choice Plan 19 PPO
- Curative Fully Insured Option

After a detailed review of plan design, provider access, financial exposure, and projected costs, the most favorable proposal was identified as **Cigna Open Access Plus Level-Funded Alternative #1**. The proposal provides benefits substantially comparable to the current plan while reducing the projected increase from 40% under the fully insured renewal to approximately **28.7%**. The maximum annual liability under this option is approximately **\$1,132,787**, representing a savings of approximately **\$100,000** compared to the FMIT renewal. The Cigna Alternate #1 plan is being recommended over Alternate #2 due to the following:

- Alternate #2 is an in-network only plan with no out of network benefits. Employees mainly remain in-network due to the lower annual deductible and maximum out-of-pocket amounts; however, if an employee or family member is diagnosed with a rare condition that merits a doctor or facility that specializes in this type of diagnosis, this situation would not provide any coverage for the employee if the provider or facility of choice was out of network.

- Gehring Group carefully evaluated both Cigna alternatives and determined that the approximate \$55,756 difference compared to Alternative #1, does not outweigh the reduction in benefit value. Alternate #2 increases employee financial responsibility through higher deductibles, higher out-of-pocket maximums, and substantially higher specialty prescription drug costs.
- Alternate #2 substantially increases the specialty prescription drug cost for the employee from \$60 to \$250. Due to the potential impact on employees and their families, staff and Gehring Group recommend Cigna Alternate #1 as the option that best balances cost containment with maintaining a competitive and affordable benefits program.

Cigna Alternates #1 and #2 are level-funded arrangements that include:

- A 50% surplus-sharing provision;
- Fixed stop-loss protection with a \$50,000 specific deductible;
- Comprehensive national Open Access Plus provider network access; and
- A lower projected annual cost than all other comparable alternatives evaluated

Dental Insurance Renewal

The Town's dental coverage with Cigna was reviewed for renewal. The carrier proposed a 3.0% increase, or \$1,074 annually, compared to the current annual premium. Benefits remain unchanged, including:

- 100% preventive services;
- 95% basic services;
- 50% major services;
- Orthodontia coverage for dependents under age 19; and
- Implant coverage at 50%

The renewal also includes a rate guarantee through September 30, 2028. The 3.0% increase is below state wide trend ranging from 4-8%.

Vision Insurance Renewal

Humana Vision proposed a renewal with no rate increase. The annual premium remains approximately \$4,333, and plan benefits remain unchanged. The renewal includes a rate guarantee through September 30, 2027.

Life, Disability and EAP Insurance Renewals

The Town's life and disability coverages through The Hartford were reviewed and renewed with no changes to plan design or cost to the Town or staff. The program includes:

- Basic Life and AD&D Insurance;
- Supplemental Life Insurance;
- Short-Term Disability; and
- Long-Term Disability
- Employee Assistance Program

These benefits continue to provide valuable income and financial protection for employees and their families

while maintaining stable pricing and coverage terms. The Town's current EAP program offers three face-to-face visits per occurrence per year. There is no proposed change to these coverages or to the cost to the Town or the staff.

COBRA Administration Services

As part of the Town's annual employee benefits review, COBRA administration services were evaluated to ensure ongoing compliance with federal continuation coverage requirements. Currently, FMIT includes the cost of COBRA administration in their offering at no cost to the Town. If medical coverage is moved to Cigna, it is recommended that the Town implement a COBRA administrator.

The Town received a proposal from UpSwing for comprehensive COBRA administration services effective October 1, 2026.

The proposed services include:

- Preparation and distribution of required COBRA initial notices to new hires;
- Issuance of qualifying event notices;
- Premium collection and monthly billing administration;
- Multiple participant payment options, including ACH, credit card, and check;
- Ongoing administration of COBRA elections and cancellations.

The proposal includes no implementation fee and no annual renewal fee. The monthly administrative charge is \$0.75 per employee per month or a \$40 monthly minimum fee for the Town's 48 enrolled employees, resulting in an estimated annual cost of approximately \$480.

The utilization of a dedicated COBRA administrator will provide enhanced compliance support, streamline administration since Upswing currently administers the flexible spending accounts, reduce internal staff workload, and ensure timely delivery of federally required notifications to eligible participants.

Fiscal Impact

The recommended medical plan will increase the Town's healthcare costs; however, the recommendation significantly mitigates the impact that would otherwise result from the FMIT renewal. The Cigna Level-Funded Alternative #1 reduces the projected increase from 40% to 28.7% and provides substantial savings compared to the FMIT renewal.

The dental renewal increase is limited to 3%, while vision, life, and disability premiums remain stable. The COBRA administration cost is minimal at approximately \$480 annually.

Recommendation

The Gehring Group and Staff recommend the Town:

1. Approve the award of medical coverage to Cigna Open Access Plus Level-Funded Alternative #1, effective October 1, 2026.
2. Approve the renewal of the Town's Cigna Dental Plan effective October 1, 2026.
3. Approve the renewal of the Town's Humana Vision Plan effective October 1, 2026.
4. Approve the renewal of The Hartford Life and Disability Programs effective October 1, 2026.
5. Approve the implementation of Upswing as the Town's COBRA administrator effective October 1, 2026.

This recommendation provides the most financially responsible solution available while maintaining a competitive employee benefits package and minimizing disruption to employees and their families.

Respectfully submitted,



Athena Erchard

Senior Benefits Consultant
Gehring Group, A Brown & Brown Company

Town of Lake Park
Medical Carrier Bid List
Effective Date: October 1, 2026

Carrier	Did the Carrier Provide a Quote?
Aetna	Declined to Quote
Benecon	Declined to Quote
Cigna	✓
Curative	✓
Florida Blue	Proposed but not shown: Increases yielding 69%, 65%, & 67%
FMIT	✓
UHC	Declined to Quote

Town of Lake Park
Medical Insurance Renewal Evaluation
Effective Date: October 1, 2026

2025-2026			2026-2027	
Medical	FMIT		Cigna	
	Fully Insured UnitedHealthcare Choice Plus Plan 14		Open Access Plus Level-Funded - Q3P1	
Calendar Year Deductible (CYD)	In Network	Out of Network	In Network	Out of Network
Single	\$1,000	\$1,000	\$1,000	\$1,000
Family	\$2,000	\$2,000	\$2,000	\$2,000
Out of Pocket Maximum				
Single	\$4,000	\$6,000	\$4,000	\$6,000
Family (Ind/Family)	\$8,000	\$12,000	\$8,000	\$12,000
Coinsurance	20%	30%	20%	40%
Office Visits				
Physician Office Visit	\$25	CYD + 30%	\$25	CYD + 40%
Specialist Visit	\$50	CYD + 30%	\$50	CYD + 40%
Virtual Visit / Telehealth	\$0	Not Covered	\$25 PCP/\$50 Spec	Not Covered
Preventive Services (Wellness)	\$0	Not Covered	\$0	Not Covered
Independent Clinical Lab	\$0	CYD + 30%	\$0	CYD + 40%
X-Ray at Indep. Diagnostic Center	\$0	CYD + 30%	\$0	CYD + 40%
Advanced Imaging at Indep. Diagnostic Center	CYD + 20%	CYD + 30%	CYD + 20%	CYD + 40%
Urgent Care Center	\$35	CYD + 30%	\$35	CYD + 40%
Hospital				
Inpatient Facility (per admission)	CYD + 20%	CYD + 30%	CYD + 20%	CYD + 40%
Outpatient Surgery	CYD + 20%	CYD + 30%	CYD + 20%	CYD + 40%
Physician Services at Hospital	CYD + 20%	CYD + 30%	CYD + 20%	CYD + 40%
Emergency Room Visit	\$200	\$200	\$200	\$200
Mental Health / Substance Abuse				
Inpatient Facility	CYD + 20%	CYD + 30%	CYD + 20%	CYD + 40%
Outpatient Facility (OV/Other)	\$25	CYD + 30%	\$25 / 20%	CYD + 40%
Prescription Drugs				
Generic	\$10	INN Copay + any amount over the allowed amount	\$10	50%
Preferred Brand	\$35		\$35	
Non-Preferred Brand	\$60		\$60	
Specialty	\$10/\$35/\$60		\$10/\$35/\$60	
Mail Order (90-Day Supply)	\$25/\$87.50/\$150	Not Covered	\$25/\$88/\$150	Not Covered
Monthly Rates	Enroll			
Employee	40	\$1,219.40		\$1,569.13
Employee + Spouse	2	\$2,780.25		\$3,577.63
Employee + Child(ren)	3	\$2,438.82		\$3,138.27
Family	3	\$3,902.11		\$5,021.22
Total Monthly Premium	48	\$73,359		\$94,399
Total Annual Premium		\$880,311		\$1,132,787
\$ Increase		N/A		\$252,476
% Increase		N/A		28.7%

2026-2027

Administration		Cigna Q3P1
Administration		Level Funding
Medical Network		Cigna OAP
Surplus Share		50%
Administration Fees		
Employee Only	40	\$96.54
Employee + Spouse	2	\$220.12
Employee + Child(ren)	3	\$193.09
Employee + Family	3	\$308.93
Monthly Cost	48	\$5,808
Stop Loss		
Individual Stop Loss		
Specific Deductible		\$50,000
Employee Only	40	\$461.53
Employee + Spouse	2	\$1,052.29
Employee + Child(ren)	3	\$923.06
Employee + Family	3	\$1,476.89
Monthly Cost		\$27,766
Aggregate Stop Loss		
Employee Only	40	\$43.38
Employee + Spouse	2	\$98.92
Employee + Child(ren)	3	\$86.77
Employee + Family	3	\$138.83
Monthly Cost		\$2,610
Total Monthly Fixed Costs	48	\$36,183
Total Annual Fixed Costs		\$434,200
\$ Increase / \$ Decrease		-
% Increase / % Decrease		-
Claims Funding		
Corridor Factor		120%
Employee Only	40	\$967.68
Employee + Spouse	2	\$2,206.30
Employee + Child(ren)	3	\$1,935.35
Employee + Family	3	\$3,096.57
Monthly Cost		\$58,216
Total Monthly Liability Costs	48	\$58,216
Total Annual Liability Costs		\$698,587
\$ Increase / \$ Decrease		-
% Increase / % Decrease		-
Total Costs		
Fixed Costs + Claims		
Employee Only	40	\$1,569.13
Employee + Spouse	2	\$3,577.63
Employee + Child(ren)	3	\$3,138.27
Employee + Family	3	\$5,021.22
Monthly Cost		\$94,399
Total Monthly Max Liability Cost	48	\$94,399
Total Annual Max Liability Cost		\$1,132,787
\$ Increase / \$ Decrease		\$252,476
% Increase / % Decrease		28.7%

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2026

		CURRENT		RENEWAL	
DENTAL SCHEDULE OF BENEFITS		Cigna		Cigna	
Network		DPPO Progressive Plan		DPPO Progressive Plan	
<u>Plan Basics</u>		<i>In-Network</i>	<i>Non-Network</i>	<i>In-Network</i>	<i>Non-Network</i>
Calendar Year Maximum		Year 1: \$1,500 Year 3: \$1,700	Year 2: \$1,600 Year 4: \$1,800	Year 1: \$1,500 Year 3: \$1,700	Year 2: \$1,600 Year 4: \$1,800
<u>Annual Deductible</u>					
Single		\$25	\$50	\$25	\$50
Family		\$75	\$150	\$75	\$150
Deductible Waived for Preventive Services		Yes	Yes	Yes	Yes
<u>Benefits</u>					
Preventive		100%	100%	100%	100%
Basic		95%	80%	95%	80%
Major		50%	50%	50%	50%
Orthodontia (up to age 19)		50%	50%	50%	50%
Implants		50%	50%	50%	50%
<u>Service Information</u>					
Out of Network Benefits Payable Level		90th Percentile		90th Percentile	
Waiting Period for Major Services (Timely Entrants)		None		None	
Endodontics/Periodontics Payable Level		Basic		Basic	
Orthodontic Lifetime Maximum		\$1,000		\$1,000	
Rate Guarantee Expiration Date		Expires 9/30/2026		Expires 9/30/2028	
Monthly Rates	Enroll				
Employee	42	\$37.63		\$38.76	
Employee + Family	12	\$116.50		\$120.00	
Monthly Premium	54	\$2,978		\$3,068	
Annual Premium		\$35,742		\$36,815	
\$ Increase		N/A		\$1,074	
% Increase		N/A		3.0%	

Town of Lake Park
Vision Insurance Renewal Evaluation
Effective Date: October 1, 2026

		CURRENT/RENEWAL	
VISION SCHEDULE OF BENEFITS		Humana Plan 130 (EyeMed/Insight Network)	
Frequency		In Network	Out of Network
Exam Copay			12 months
Lenses			12 months
Frames			24 months
Exams		Copay	Reimbursement
Eye Exam		\$10	Up to \$30
Retinal Imaging		Up to \$39	Not Covered
Contact Lens Exams (Fit & Follow Up)			
Standard Contact Lens		Up to \$40	Not Covered
Lenses and Frames			
Single Lenses		\$15	Up to \$25
Bifocal Lenses		\$15	Up to \$40
Trifocal Lenses		\$15	Up to \$60
Contact Lenses (Elective)		Up to \$130, 15% discount over \$130	Up to \$104
Contact Lenses (Disposable)		Up to \$130	Up to \$104
Contact Lenses (Medically Necessary)		No Charge	Up to \$200
Frames		Up to \$130, 20% discount over \$130	Up to \$65
Diabetic Eye Care			
Eye Exam		\$0	Up to \$77
Retinal Imaging		\$0	Up to \$50
Extended Ophthalmoscopy		\$0	Up to \$15
Gonioscopy		\$0	Up to \$15
Scanning Laser		\$0	Up to \$33
Rate Guarantee		Expires 9/30/2027	
Monthly Rates	Enroll		
Employee	40	\$4.59	
Employee + Spouse	9	\$9.19	
Employee + Child(ren)	3	\$8.73	
Employee + Family	5	\$13.72	
Monthly Premium	57	\$361	
Annual Premium		\$4,333	
\$ Increase		N/A	
% Increase		N/A	

Town of Lake Park
Basic Life with AD&D Insurance Renewal Evaluation
Effective Date: October 1, 2026

CURRENT/RENEWAL

Basic Life / AD&D	The Hartford
Class Description	
Eligibility	All Active Full time Employees Working at least 30 hours per week
Full Time Employees	1 x annual salary to a maximum of \$50,000
Features	
Waiver of Premium	Included
Conversion Privilege	Included
Age Reduction Schedule (Reduces to)	65% at age 65 50% at age 70 25% at age 75
Accelerated Death Benefit	80% up to \$500,000
Rate Guarantee	Expires 9/30/2027
Basic Life Rate / \$1,000	\$0.185
AD&D Rate / \$1,000	\$0.018
Total Life and AD&D Rate	\$0.203
Estimated Volume	\$2,985,500
Monthly Premium	\$606
Annual Premium	\$7,273
\$ Increase	N/A
% Increase	N/A

Town of Lake Park
Supplemental Life Insurance Renewal Evaluation
Effective Date: October 1, 2026

CURRENT/RENEWAL

Supplemental Life	The Hartford
Core Benefit	
All Active Full time Employees Working at least 30 hours per week	3X Annual Salary to \$300,000 \$10,000 Increments
All Eligible Spouses	\$5,000 increments to \$150,000 (Cannot exceed 50% of the employee amount)
All Eligible Child(ren)	Birth - age 26: \$10,000
Features	
Guarantee Issue Employee	\$100,000
Guarantee Amount Spouse	\$30,000
Employee Age Reduction Schedule (Reduces to)	65% at age 65 50% at age 70 25% at age 75
Waiver of Premium	Included
Portability Option	Included
Conversion Option	Included
Rate Guarantee Period	Expires 9/30/2027
Rates per \$1,000	AD&D Included in Rate
Under Age 20	\$0.101
Age 20-24	\$0.101
Age 25-29	\$0.101
Age 30 - 34	\$0.121
Age 35 - 39	\$0.151
Age 40 - 44	\$0.231
Age 45 - 49	\$0.351
Age 50 - 54	\$0.561
Age 55 - 59	\$0.841
Age 60 - 64	\$1.161
Age 65 - 69	\$1.901
Age 70 - 74	\$3.151
Age 75-79	\$5.981
Age 80+	\$5.981
Child(ren)	\$0.135
AD&D (EE,Spouse,Child)	\$0.031

Town of Lake Park
Short Term Disability Insurance Renewal Evaluation
Effective Date: October 1, 2026

CURRENT/RENEWAL	
SHORT-TERM DISABILITY	The Hartford
Benefits	
Eligible Employees	All Active Full time Employees Working at least 30 hours per week
Benefit Percent	70% of weekly earnings
Maximum Benefit per Week	\$1,200
Elimination Period	
Accident Waiting Period	14 Days
Illness Waiting Period	14 Days
Benefit Duration	11 weeks
Rate Guarantee	Expires 9/30/2027
Benefits Volume	\$51,895
Rate per \$10	\$0.150
Monthly Premium	\$778
Annual Premium	\$9,341
\$ Increase	N/A
% Increase	N/A

Town of Lake Park
Long Term Disability Insurance Renewal Evaluation
Effective Date: October 1, 2026

CURRENT/RENEWAL

Long Term Disability	The Hartford
Benefits	
Eligible Employees	All Active Full time Employees Working at least 30 hours per week
All Eligible Employees	60% of covered monthly earnings
Elimination Period	90 Days
Own Occupation Period	24 Months
Duration of Benefit	ADEA 1 with SSNRA
Maximum Monthly Benefit	\$5,000
Mental Health & Substance Abuse Limitation	24 Months
Pre-Existing Condition Limitation	3/12
Rate Guarantee Period	Expires 9/30/2027
LTD Rate / \$100	\$0.320
Estimated Volume	\$332,860
Monthly Premium	\$1,065
Annual Premium	\$12,782
\$ Increase	N/A
% Increase	N/A

EAP: Ability Assist Program Included with LTD

Schedule of Benefits		UpSwing
Implementation Fee		\$0
Annual Renewal Fee		\$0
Provide Initial Notices to new hires		Included
Provide Initial Notices to All Active Employees <i>Optional Service / One Time Event</i>		\$2.25 per notice
Issuance of Qualifying Event Notices		Included
Premium Collections and Monthly Invoicing		Included
Participant Monthly Payment Options		ACH, Credit Card, Check
Notifying Carrier of Elections & COBRA cancellations		Included
Healthcare Marketplace education		N/A
Open Enrollment Kits - <i>Optional Service</i>		\$25 per packet
Web Administration		Reporting on portal
Eligibility Reporting		Included on portal
Technology Integration (Employee Nav)		No fee
Monthly Rate	Lives	Min \$40
Per employee per month	48	\$0.75
Monthly Premium		\$36.00
Annual Premium		\$480
\$ Increase / Decrease		\$480

Town of Lake Park

Executive Cost Summary - Based on 24 Deductions (except FSA - 26)

Effective Date: October 1, 2026

CURRENT						RENEWAL				RENEWAL		
		2025-2026				2026-2027				2026-2027		
Medical		FMIT/UHC - Plan 14				Cigna - Plan Q3P1				Per Pay (24)		
		Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer*	Employee*	EE Chg. Amt
Employee Only	40	\$1,219.40	\$1,219.40	100%	\$0.00	\$1,569.13	\$1,569.13	100%	\$0.00	\$784.00	\$0.00	\$0.00
Employee + Spouse	2	\$2,780.25	\$1,999.83	72%	\$780.42	\$3,577.63	\$2,573.38	72%	\$1,004.25	\$1,286.69	\$502.13	\$111.92
Employee + Child(ren)	3	\$2,438.82	\$1,829.11	75%	\$609.71	\$3,138.27	\$2,353.70	75%	\$784.57	\$1,176.85	\$392.29	\$87.44
Employee + Family	3	\$3,902.11	\$2,560.76	66%	\$1,341.35	\$5,021.22	\$3,295.18	66%	\$1,726.04	\$1,647.59	\$863.02	\$192.35
MONTHLY PREMIUM	48	\$73,359	\$65,945		\$7,414	\$94,399	\$84,859		\$9,540			
ANNUAL PREMIUM		\$880,311	\$791,343	90%	\$88,968	\$1,132,787	\$1,018,303	90%	\$114,484			
\$ CHANGE		-	-		-	\$252,476	\$226,960		\$25,516			
% CHANGE		-	-		-	28.7%	28.7%		28.7%			
Dental		Cigna				Cigna				Per Pay (24)		
		Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer*	Employee*	EE Chg. Amt
Employee Only	42	\$37.63	\$37.63	100%	\$0.00	\$38.76	\$38.76	100%	\$0.00	\$19.38	\$0.00	\$0.00
Employee + Family	12	\$116.50	\$37.63	32%	\$78.87	\$120.00	\$38.76	32%	\$81.24	\$19.38	\$40.62	\$4.22
MONTHLY COST	54	\$2,978	\$2,032		\$946	\$3,068	\$2,093		\$975			
ANNUAL COST		\$35,742	\$24,384	68%	\$11,357	\$36,815	\$25,116	68%	\$11,699			
\$ CHANGE		-	-		-	\$1,074	\$732		\$341			
% CHANGE		-	-		-	3.0%	3.0%		3.0%			
Vision		Humana				Humana				Per Pay (24)		
		Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer*	Employee*	EE Chg. Amt
Employee Only	40	\$4.59	\$4.59	100%	\$0.00	\$4.59	\$4.59	100%	\$0.00	\$2.30	\$0.00	\$0.00
Employee + Spouse	9	\$9.19	\$4.59	50%	\$4.60	\$9.19	\$4.59	50%	\$4.60	\$2.30	\$2.30	\$0.18
Employee + Child(ren)	3	\$8.73	\$4.59	53%	\$4.14	\$8.73	\$4.59	53%	\$4.14	\$2.30	\$2.07	\$0.16
Employee + Family	5	\$13.72	\$4.59	33%	\$9.13	\$13.72	\$4.59	33%	\$9.13	\$2.30	\$4.57	\$0.35
MONTHLY COST	57	\$361	\$262		\$99	\$361	\$262		\$99			
ANNUAL COST		\$4,333	\$3,140	72%	\$1,194	\$4,333	\$3,140	72%	\$1,194			
\$ CHANGE		-	-		-	\$0	\$0		\$0			
% CHANGE		-	-		-	0.0%	0.0%		0.0%			
Basic Life and AD&D		Hartford				Hartford						
		Total	Employer	ER %	Employee	Total	Employer	ER %	Employee			
Benefits Volume		\$2,985,500	\$2,985,500		\$0	\$2,985,500	\$2,985,500		\$0.00	-	-	-
Life		\$0.185	\$0.185	100%	\$0.00	\$0.185	\$0.185	100%	\$0.00	-	-	-
AD&D		\$0.018	\$0.018	100%	\$0.00	\$0.018	\$0.018	100%	\$0.00	-	-	-
MONTHLY COST		\$606	\$606		\$0	\$606	\$606		\$0			
ANNUAL COST		\$7,273	\$7,273		\$0	\$7,273	\$7,273		\$0			
\$ CHANGE		-	-		-	\$0	\$0		\$0			
% CHANGE		-	-		-	0.0%	0.0%		0.0%			

Town of Lake Park

Executive Cost Summary - Based on 24 Deductions (except FSA - 26)

Effective Date: October 1, 2026

Short Term Disability	CURRENT 2025-2026 Hartford				RENEWAL 2026-2027 Hartford				RENEWAL 2026-2027		
	Total	Employer	ER %	Employee	Total	Employer	ER %	Employee			
Benefits Volume	\$51,895	\$51,895		\$0	\$51,895	\$51,895		\$0	-	-	-
LTD	\$0.150	\$0.150	100%	\$0.00	\$0.150	\$0.150	100%	\$0.00	-	-	-
MONTHLY COST	\$778	\$778		\$0	\$778	\$778		\$0			
ANNUAL COST	\$9,341	\$9,341		\$0	\$9,341	\$9,341		\$0			
\$ CHANGE	-	-		-	\$0	\$0		\$0			
% CHANGE	-	-		-	0.0%	0.0%		0.0%			
Long-Term Disability	Hartford				Hartford						
	Total	Employer	ER %	Employee	Total	Employer	ER %	Employee			
Benefits Volume	\$332,860	\$332,860		\$0.00	\$332,860	\$332,860		\$0.00	-	-	-
LTD	\$0.320	\$0.320	100%	\$0.00	\$0.320	\$0.320	100%	\$0.00	-	-	-
MONTHLY COST	\$1,065	\$1,065		\$0	\$1,065	\$1,065		\$0			
ANNUAL COST	\$12,782	\$12,782		\$0	\$12,782	\$12,782		\$0			
\$ CHANGE	-	-		-	\$0	\$0		\$0			
% CHANGE	-	-		-	0.0%	0.0%		0.0%			
SUMMARY	Total	Employer		Employee	Total	Employer		Employee			
TOTAL MONTHLY PREMIUM	\$79,148	\$70,689	89%	\$8,460	\$100,278	\$89,663	89%	\$10,615			
TOTAL ANNUAL PREMIUM	\$949,782	\$848,262		\$101,519	\$1,203,331	\$1,075,955		\$127,376			
\$ CHANGE	-	-		-	\$253,549	\$227,693		\$25,857			
% CHANGE	-	-		-	26.7%	26.8%		25.5%			

*Medical, Dental, Vision, Voluntary Life have 24 payroll deductions. FSA has 26 deductions.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Administration – Human Resources

Agenda Title: Resolution 86-09-26 - Amendment - Article 27 - Wage Scale - Collective Bargaining Agreement - The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) - 3-Year Contract

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

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

Cost of Item: \$31,089 **Funding Source:** Various Funds in the 2027 Budget
FY 2027

Account Number: Various Funds **Finance Signature:** Barbara A. Gould

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution 86-09-26 ; Tentative Agreement – Amendment to Article 27 – Wage Scale; The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) - Collective Bargaining Agreement - 3-Year Contract

Please initial one:

VM Yes I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Town and The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) have negotiated and come to an agreement (Public Works and Marina) on a proposed Amendment to the existing 3-Year Collective Bargaining Agreement. The existing Agreement expires on September 30, 2027. The proposed amendment is as follows:

Article 27 – Wage Scale:

- All employees covered by the Collective Bargaining Agreement between Town and The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) shall receive a 2% cost-of-living increase within their annual compensation effective October 1, 2026 (FY 2027).

The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) membership is expected to vote on this amendment prior to the Town Commission's Regular Meeting on Wednesday, September 16, 2026. If the membership ratifies the proposed change, the Town Commission will be requested to approve the change to the existing agreement during the September 16, 2026 Commission Meeting.

If The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) membership ratifies the proposed change to the Agreement, the pay increases will take effect beginning October 1, 2026 (FY 2027) unless otherwise stated. If the Agreement is not ratified by the unit members, the proposed change, including pay increases, will not be paid out and both parties will return to the negotiating table.

The proposed Amendment has been reviewed by the Administration/Human Resources, the Finance Director and the Town Attorney.

Note: All backup information related to this item will be provided to the Town Commission prior to consideration and following ratification by The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) membership.

Fiscal Impact:

The impacts related to the proposed salary increases have been included within the approved FY 2027 Budget – Various Funds.

Recommended Motion:

I move to approve Resolution 86-09-26 and approve an Amendment to Article 27 - Wage Scale of the Collective Bargaining Agreement with The Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO).

RESOLUTION 86-09-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES; A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE PERIOD OF OCTOBER 1, 2026 TO SEPTEMBER 30, 2027; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the "Union") negotiated in good faith and amended the Collective Bargaining Agreement (hereinafter the "Agreement") for the term of October 1, 2026 to September 30, 2027; and

WHEREAS, such Agreement expired on September 30, 2027; and

WHEREAS, the Town and the Union negotiated and came to an agreement to amend Article 27 - Wage Scale and initialed on behalf of the Town and the Union respectively a Tentative Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, a majority of the members of the Union voted to ratify the Tentative Agreement between the Town and the Union; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

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

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

Section 2. The Town Commission authorizes and directs the Mayor to execute the Agreement between the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO and the Town of Lake Park, Florida.

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

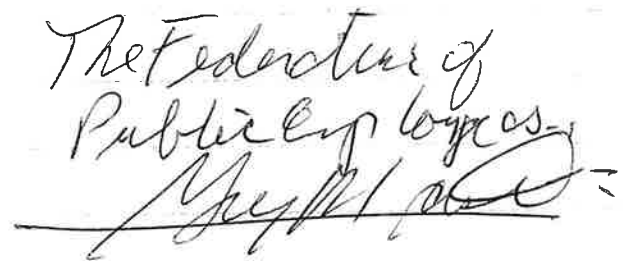
The Town of Lake Park and the Federation of Public Employees agree to Article 27, Section 3;

"All Employees covered by this Agreement shall receive a Two (2%) percent cost-of-living increase in their annual compensation effective October 1, 2026."

Status Quo on the second and third paragraph of section 3.

Town Manager


9/9/2026
 klate

The Federation of
 Public Employees


9-9/26
 date

RESOLUTION 107-11-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE PERIOD OF OCTOBER 1, 2024 TO SEPTEMBER 30, 2027; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the "Union") negotiated in good faith and reached a Collective Bargaining Agreement (hereinafter the "Agreement") for the term of October 1, 2021 to September 30, 2024, which was approved by the Town Commission on March 25, 2022; and

WHEREAS, such Agreement expired on September 30, 2024; and

WHEREAS, the Town and the Union negotiated a new collective bargaining agreement and initialed on behalf of the Town and the Union respectively a Tentative Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on November 14, 2024, a majority of the members of the Union in attendance voted to ratify the Tentative Agreement between the Town and the Union; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

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

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

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

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER MICHAEL HENSLEY	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	—
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 107-11-24 duly passed and adopted this 20 day of November, 2024.

TOWN OF LAKE PARK, FLORIDA

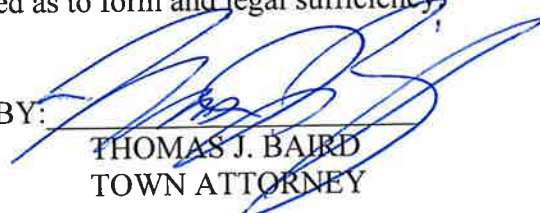
BY: 
ROGER D. MICHAUD
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

Collective Bargaining Agreement

between

the Town of Lake Park

and

**The Federation of Public Employees, a Division of the National Federation of Public
and Private Employees, (AFL-CIO)**

October 1, 2024 – September 30, 2027

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Operations Technician I, Foreman General Infrastructure, Sanitation Foreman, Grounds Maintenance Foreman, Custodian, Mechanic I and II, Facilities Mechanic I and II, Facilities Maintenance Worker I, II and III, Grounds Maintenance Worker II, Equipment Operator I, II, and III, Maintenance Worker I, II and III, Irrigation Technician I and II, Traffic Maintenance Technician I and II, Storm Water Technician I and II, Grounds Maintenance Crew Leader, Vehicle Maintenance Foreman, and Dock Attendant. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit, plus the following new positions: Groundskeeper, Lead Groundskeeper, Irrigation Technician, Maintenance Worker, Mechanic, Sanitation Truck Operator I, Sanitation Truck Operator II, Stormwater Infrastructure Foreman, Stormwater Technician, Marina Maintenance Worker, and Sanitation Truck Operator Trainee.

Both parties agree in the future to a UC petition to PERC.

ARTICLE 2
NON-DISCRIMINATION

Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression, genetic information, pregnancy, military status, veteran status, or any other protected category, status, or activity under federal, state, or local law.

ARTICLE 3 DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job pay grade, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

ARTICLE 4 UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

- (a) Absence of the employee would jeopardize Town operations,
- (b) Absence of the employee would result in overtime,
- (c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

- (a) Soliciting public employees during working hours of any employee who is involved in the solicitation.
- (b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, the Lake Park Harbor Marina and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

ARTICLE 6 PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the Town, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

ARTICLE 7 MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as the "Employee Handbook", not in conflict with this Agreement, including but not limited to the following:

- (a) To manage and direct the employees of the Town.
- (b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- (c) To suspend, demote, discharge or take other disciplinary action against employees for cause.
- (d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (e) To maintain the efficiency of the operations of the Town.
- (f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (g) To determine the organization to Town Government.
- (h) To determine the number of employees to be employed by the Town.
- (i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.
- (j) To determine internal security practices.
- (k) To determine matters included in Employee Handbook and Administrative Policies.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement or the rules and regulations of the Town. A grievance shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step 1 informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Director on the form attached to this Agreement as Exhibit "B". The Department Director, or in his absence the Department Director's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Director will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Director's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Director, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

ARTICLE 9 DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

ARTICLE 10
PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a higher pay grade within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first six (6) months of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Director.

ARTICLE 12 SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of a regular full-time employee's and a regular part-time employee's continuous service within the bargaining unit recognized by this Agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

- (a) resignation;
- (b) discharge;
- (c) lay off for a period of more than twenty-four (24) months;
- (d) retirement;
- (e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay-off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days' notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon documentation of their qualifications) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the recall notice

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days' notice has been given by the employee, vacation may be approved by the Department Director on a first come, first served basis.

ARTICLE 13
DRUG FREE WORKPLACE

The Town has established a drug free workplace for its employees, and its Drug Free Workplace Policy is hereby incorporated into and made a part of this Agreement as Appendix A.

ARTICLE 14
HOURS OF WORK AND
OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of five (5) eight (8) hour workdays, usually Monday through Friday, 7:30 a.m. to 4:00 p.m., except employees assigned to the Lake Park Harbor Marina, which may work an alternate schedule consistent with the Lake Park Harbor Marina's seven (7) days per week operation (or Monday through Sunday operation). Management shall provide to affected employees advance notice of no less than 30 days if such workweek needs to be changed.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Director only in instances necessary to ensure the efficient operation of Town business as determined by the Department Director or designee. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1½) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime does include holidays and excluding all scheduled and unscheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. During a declared emergency and during regular working hours, non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

Section 5. Employees who work on holidays shall receive premium pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of Article 20 (Holidays).

ARTICLE 15
WORKING OUT OF PAY GRADE

Section 1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher pay grade for three (3) consecutive work days (24 hours) or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary pay grade actually worked, whichever is greater for each hour worked in the higher pay grade.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for three (3) consecutive work days (24 hours) or more shall be paid at the entry rate of the foreman pay grade, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

Section 3. Upon approval by the Town Manager, any full time or part time employee temporarily assigned to perform the work duties of a higher pay grade that is management in nature for five consecutive workdays (40 hours), or more, shall receive up to a five (5) percent differential or shall be paid at the entry rate of such higher pay grade whichever is greater.

ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Director, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. The Town will issue uniforms to all employees who are required to wear them, unless the Department Director approves an exception. The uniforms will be purchased by the Town or provided through a uniform company at the sole discretion of the Town. Uniforms shall only be worn during work hours and employees shall not wear Town uniforms in public unless they are on paid status.

ARTICLE 17
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certifications or to enhance the employee's job knowledge, or to qualify the employee for promotion purposes, subject to the current fiscal year's budget of the department in which the employee is working and other operational concerns as determined in the sole discretion of the Department Director.

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must first be given a notice of the infraction within ten (10) business days after the occurrence of the infraction or management's first knowledge of the infraction. Such notice can be provided to the employee in person, by certified mail, or by email.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the nature or severity of the infraction, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. Progression of disciplinary actions that may be taken against Town employees may include:

- (a) Documented Written Verbal reprimand
- (b) Written reprimand
- (c) Suspension of one (1) to three (3) days without pay
- (d) Suspension greater than three (3) days without pay
- (e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Section 4. The Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category I offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Section 5. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Agreement or any terms and conditions of employment.

ARTICLE 19 EDUCATION

The Town may reimburse its employees for some or all of their tuition expenses, and textbooks in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee executes an agreement with the Town to remain in the Town's employment for two years following completion of the last reimbursed course. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, then in accordance with the agreement executed between the Town and the employee, the employee shall reimburse any and all funds that have been paid by the Town within the last 24 months. The employee seeking such reimbursement shall enter into an agreement with the Town setting forth the above requirements, which agreement shall be approved by the Town Commission on a case-by-case basis.

The Town reserves the right to modify its tuition reimbursement program depending upon availability of funding. In the event the Town modifies the tuition program, this section of the collective bargaining agreement shall be deemed to have been modified in accordance with the Town's modifications.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

In order to qualify for reimbursement and prior to the payment of any tuition:

- No later than April 1, an employee seeking tuition reimbursement, shall submit such information on the course(s) for which he is seeking reimbursement to his Department Director which demonstrates to the satisfaction of the Department Director that the courses are related to the employee's job function; and
- Employees shall not be entitled to reimbursement pursuant to this section unless funding for education has been included in the approved town budget for the fiscal year in which reimbursement is sought

Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Director.

The employee shall provide a copy of all grade reports to the Human Resources Director upon receipt by the employee.

Reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement such as a transcript as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

ARTICLE 20
HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Winter Holiday (day before Christmas)
Christmas Day
Floating Holiday*
Employee's Birthday Holiday**

In the event that the holiday occurs on a weekend, the workday closest to the holiday shall be the observed paid holiday.

*The Floating Holiday of the Employee's Choice must be scheduled and taken during the applicable fiscal year (i.e. October 1 through the last full pay period in the month of September). The Floating Holiday leave must be used in a minimum of eight hour increments.

**The employee's Birthday Holiday must be taken before the last day of the month immediately preceding the employee's birthday or it will be forfeited. Employees must be employed as a regular full-time or regular part-time employee on the date the birthday occurs in order to be eligible for the Birthday Holiday. The employee must notify the supervisor and obtain department approval prior to designating and taking either of these holidays. Regular full-time employees must use the Birthday Holiday in a minimum of four hour increments. Regular part-time employees must use the Birthday Holiday six or seven hour increments depending upon their regular part-time work schedule.

For example, if they are 60 hour biweekly part-time employees, they are entitled to six Birthday Holiday hours and must take them in a six hour increments. If they are 70 hour bi-weekly part-time employees, they are entitled to seven Birthday Holiday hours and must take them in a seven hour increments.

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

ARTICLE 21
VACATION LEAVE, SICK LEAVE, PAYMENT IN LIEU OF SICK LEAVE UPON
SEPARATION FROM SERVICE, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	<u>Hours/Bi-weekly</u>	<u>Days</u>
	<u>Pay Period</u>	
Through completion of 5 years of service	5.0	16.25
6 years through completion of 10 years of service	6.0	19.5
After completion of 10 or more years of service	8.0	26

All regular part-time employees shall earn vacation leave on an annual basis based upon the number of hours they work per year, as follows:

0 to 5 years of employment:

For 50 hours worked per pay period – 3.125 hours per pay period or 81.25 hours per fiscal year

For 60 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 70 hours worked per pay period – 4.375 hours per pay period or 113.75 hours per fiscal year

6 – 10 years of employment:

For 50 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 60 hours worked per pay period – 4.5 hours per pay period or 117 hours per fiscal year

For 70 hours worked per pay period – 5.25 hours per pay period or 136.5 hours per fiscal year

10+ years of employment:

For 50 hours worked per pay period – 5 hours per pay period or 130 hours per fiscal year

For 60 hours worked per pay period – 6 hours per pay period or 156 hours per fiscal year

For 70 hours worked per pay period – 7 hours per pay period or 182 hours per fiscal year

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Director at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Director at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Director, which approval shall not be unreasonably withheld. The Department Director, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Director.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

SICK LEAVE

Section 9: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

All regular part-time employees shall earn sick leave on an annual basis based upon the number of hours they work per year, as follows:

For 50 hours worked per pay period – 1.35 hours per pay period

For 60 hours worked per pay period – 1.62 hours per pay period

For 70 hours worked per pay period – 1.89 hours per pay period

Section 10: To be granted sick leave with pay, the following procedures must be strictly adhered to:

- (a) The employee shall notify the Department Director or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.
- (b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
- (c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
- (d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Director and the Town Manager.
- (e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence the employee shall be required to submit medical documentation directly to the Human Resources Director. Employees who because of a physical or mental disability require accommodation in order for them to perform the essential functions of their jobs must directly advise the Human Resources Director of this so that the Town can process their request for reasonable accommodation as set forth at Article 22 herein.

Abuse of Sick Leave privileges such as reporting sick when not sick or obtaining Sick Leave under false pretenses may be cause for disciplinary action, up to and including termination of employment.

Use of sick leave requires that the employee call in on a daily basis in accordance with Town leave procedures.

PAYMENT IN LIEU OF SICK LEAVE UPON SEPARATION FROM SERVICE

Section 11. The Town will provide payment in lieu of sick leave upon separation from service (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Payout of sick leave upon separation from service shall not exceed an amount determined as follows:

6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of days (or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 12. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 13. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 14. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of 15 minute increments in the afternoons only if necessary.

ARTICLE 22 REASONABLE ACCOMMODATION

The Town complies with federal and state laws regarding disability, including the Americans with Disabilities Act (ADA). Qualified job applicants or employees who inform the Town of a recognized disability which requires an accommodation in order for them to perform the essential functions of their jobs shall advise the Human Resources Director of the need for accommodation and submit a request on a Town Request for Accommodation form. The Human Resources Director shall determine whether the accommodation requested is reasonable, and if so make such modification as may be necessary to allow the employee to perform the essential functions of the job.

ARTICLE 23
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury.

A major illness is defined generally as an illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit to the Human Resources Director a Physician's Certificate documenting the illness. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

ARTICLE 24
BEREAVEMENT LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted five (5) days of paid leave at their prevailing rate of pay.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death of the immediate family member must be furnished to the Department Director in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Such proof of death shall be a published death notice or such other documentation that is acceptable to the Department Director.

ARTICLE 25
JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. If the employee receives payment from the Court, the employee must endorse the check over to the Town.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

ARTICLE 26 INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.

Regular full-time and eligible regular part-time employees who have other qualifying minimum value minimum essential medical insurance coverage have the option to decline, i.e. opt out of, the Town's medical insurance coverage by completing the Health Coverage Opt-Out Credit-Attestation Regarding Other Coverage form and submitting it to the Human Resources Director. Such employees are then eligible for monthly opt-out payments from the Town in an amount of not less than 40 percent of the fiscal year cost for single medical insurance coverage for the term of this Agreement.

- B. The Town agrees to continue to maintain the same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to all eligible employees.
- C. The employee's agree to share equally in any adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

- D. The Town agrees to continue to maintain the same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

- E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

ARTICLE 27

WAGE SCALE

Section 1:

					MINIMUM FY2025		MAXIMUM FY2025	
					PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works								
40	NE	Facilities Maintenance Worker I	**		40,503.60	19.47	64,805.75	31.16
70	NE	Facilities Maintenance Worker II	**		49,618.65	23.86	79,389.84	38.17
90	NE	Foreman - General Infrastructure	**		56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Grounds Maintenance	**		56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Sanitation	**		56,808.39	27.31	90,893.42	43.70
90	NE	Foreman - Vehicle Maintenance	**		56,808.39	27.31	90,893.42	43.70
20	NE	Groundskeeper	**		35,377.41	17.01	56,603.86	27.21
40	NE	Groundskeeper, Lead	**		40,503.60	19.47	64,805.75	31.16
50	NE	Irrigation Technician	**		43,338.85	20.84	69,342.16	33.34
40	NE	Maintenance Worker	**		40,503.60	19.47	64,805.75	31.16
60	NE	Mechanic	**		46,372.57	22.29	74,196.11	35.67
30	NE	Sanitation Truck Operator Trainee	**		37,853.83	18.20	60,566.13	29.12
40	NE	Sanitation Truck Operator I	**		40,503.60	19.47	64,805.75	31.16
60	NE	Sanitation Truck Operator II	**		46,372.57	22.29	74,196.11	35.67
60	NE	Stormwater Infrastructure Manager	**		46,372.57	22.29	74,196.11	35.67
40	NE	Stormwater Technician I	**		40,503.60	19.47	64,805.75	31.16
60	NE	Stormwater Technician II	**		46,372.57	22.29	74,196.11	35.67
Department: Marina								
40	NE	Dock Attendant	**		40,503.60	19.47	64,805.75	31.16
70	NE	Marina Maintenance Worker II	**		49,618.65	23.86	79,389.84	38.17

T

E – Exempt
 NE = Non-exempt
 ** Bargaining Unit

Once an employee's base annual compensation reaches the maximum pay range for his or her job classification, the employee shall no longer be eligible for further increases to his or her yearly base compensation until the base compensation for the pay range is increased. In the interim, and effective October 1, 2024, those employees who have reached the maximum of their pay grade shall be eligible for an annual lump sum payment which is not added to their base pay. Bargaining unit employees who are not topped out but whose percentage wage increase in any year of this agreement would put them above the maximum of their pay range will receive a prorated percentage increase to take them to the top out on that year and will receive the remainder of the applicable increase as a one-time lump sum payment which portion will not be added to the base wage.

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. All employees covered by this Agreement shall receive a three (3) percent cost-of-living increase in their annual compensation effective October 1, 2024. There shall be reopeners for wages in the second and third year of this Agreement.

Additionally, all employees covered by this Agreement shall be eligible to receive the following merit increases based upon the outcome of their individual performance evaluations in the first, second and third year of this Agreement:

For achieving a total rating factor of 1.1 to 2.4.	0 percent
For achieving a total rating factor of 2.5 to 3.0.	2 percent increase
For achieving a total rating factor of greater than 3.0.	3 percent increase

Section 4. Full-time employees shall receive monetary recognition for length of service with the Town in accordance with the Pay Plan on cardinal years as follows:

\$500.00 shall be awarded to the employee at the completion of five (5) years of regular full-time service with the Town.

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

Effective September 1, 2019, employees who reach fifteen (15) years of regular full-time service with the Town shall receive \$2,000.00 in longevity pay.

Upon reaching twenty (20) years of regular full-time service with the Town, the employee shall receive \$3,000.00 in longevity pay.

Employees who reach twenty five (25) years of regular full-time service with the Town shall receive \$4,000.00 in longevity pay; however, employees who exceed twenty-five (25) years of regular full-time service with the Town shall receive no more than \$4,000.00 in longevity pay on the cardinal year anniversaries of their service with the Town.

Those employees receiving longevity pay prior to October 1, 1999 shall continue to receive longevity pay in the amount of \$1,000.00 per year.

NOTE: For purposes of longevity pay, length of service shall mean continuous service with the Town commencing with the initial date of regular full-time employment by the Town.

Section 5. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

ARTICLE 28
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less Workers' Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook.

Section 2. If the employee is not fit for full duty upon conclusion of the twelve (12) weeks of unpaid leave and has been released by his or her physician with temporary limitations on duties, the employee will be paid in accordance with the Town's Worker's Compensation Return to Work policy.

Because the Town values its employees, the Town has established its Return to Work ("RTW") program through which employees who have temporary disabilities due to an illness or injury in the line of duty are provided with opportunities to transition back to work when medically feasible. The purpose of this RTW policy is as follows:

- To assist in the recovery process by providing employees with a goal and focus for returning to full productivity;
- To reduce the financial burden to employees by allowing them to resume full wages as soon as possible; and
- To reduce the Town's Worker's Compensation costs.

Through this RTW program, the Town will compensate employees at the rate of 80 percent of their regular rate of pay, which can be supplemented by the employee's accrued sick and vacation leave banks.

Employees, who as a result of an illness or injury in the line of duty, have been released by their physician to return to work with temporary limitations on duties (e.g., light duty), shall participate in the Town's RTW program. An employee who declines a light duty position that meets his or her physician's requirements may be disqualified from worker's compensation benefits. Employees must directly advise the Human Resources Director that they have been released with such temporary limitations on duties and must request a Return to Work Request Form for completion by the employee and by the employee's physician.

Once such form has been completed, it must be submitted directly to the Human Resources Director for further processing and to identify duties within the Town that meet such limitations.

ARTICLE 29 RETIREMENT PLANS

Between October 1, 2024 and June 30, 2025, the Town will provide a defined contribution pension plan and deferred compensation plan to all full-time employees of the bargaining unit. Such employees will be able to choose among investment alternatives of the plan for funds contributed on his behalf.

The Town participates in a 401(a) defined contribution plan. Pension benefits for employees begin upon the completion of the initial six-month probationary period for newly hired full-time employees. Such probationary period shall not exceed a 12-month period of continuous full-time employment. The Town contributes 7 & ½ percent of the employee's pay on a bi-weekly basis. The employee's vesting in the pension is as follows:

25% vested	After two years of service
50% vested	After three years of service
75% vested	After four years of service
100% vested	After five years of service

The Town also participates in a 457 deferred compensation plan. For employees who choose to contribute to the Town-sponsored 457 deferred compensation plan, the Town will match either 50%, 75%, or 100% of the first 5% of employee's compensation depending upon number of years of service, as follows:

Years of Service	Percentage
1 – 5 years	50%
6 – 10 years	75%
11+ years	100%

Each member may contribute up to an amount applicable under current law each year to employee's retirement account.

Effective July 1, 2025, the Town will begin participating in the Florida Retirement System and the aforementioned retirement plan will terminate.

The Florida Retirement System (FRS) offers two retirement plans for municipal employees: a pension plan for long-term workers and a defined contribution plan for shorter-service workers.

The FRS Pension Plan is a defined benefit plan, in which employees are guaranteed a benefit at retirement if you meet certain criteria. The amount of the employee's future benefit is determined by a formula, based on the employee's earnings, length of service, and membership. Employees will be eligible for a Pension Plan benefit (i.e. be vested) when they complete six years of service (if employees were enrolled in the FRS prior to July 1, 2011) or eight years of service (if employees were enrolled in the FRS on or after July 1, 2011).

The FRS Investment Plan is a defined contribution plan, similar to a private sector's 401(k). Here, contributions are made by the employee and/or the employer into an account in the employee's name, and the employee selects from a range of investment options. The ultimate benefit is determined by the contributions and the investment returns (or losses) over time. The vesting period in this plan is one year of service. Participants in the FRS Investment Plan contribute a portion of their salary towards their retirement savings. The contribution rates are set by legislation and may vary depending on factors such as employee class and salary level. These contributions, along with any employer matching contributions, are invested according to the participant's selected investment options.

The current contribution percentages for both the Pension and Investment plans are:

These contribution percentages are subject to change as mandated by state legislation.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

ARTICLE 30
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

ARTICLE 31
DURATION OF AGREEMENT

This Agreement shall take effect October 1, 2024 upon ratification by the parties and shall remain in full force and effect through the 30th day of September, 2027 unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this 20 day of November, 2024.

ON BEHALF OF THE
TOWN OF LAKE PARK

ON BEHALF OF THE UNION

Federation of Public Employees, A
Division of the National Federation Of
Public and Private Employees (AFL-
CIO)


TOWN MANAGER (INTERIM)

BUSINESS REPRESENTATIVE


MAYOR

DIVISION PRESIDENT

TOWN SEAL ATTEST:


WITNESS


TOWN CLERK

DRUG FREE WORKPLACE POLICY

APPENDIX A

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440.102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

- a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid¹; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.
- c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
- d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

¹ "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

- e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
- f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:
- Dock Attendant
 - Sanitation Truck Operator Trainee
 - Sanitation Truck Operator I
 - Sanitation Truck Operator II
 - Foreman General Infrastructure
 - Sanitation Foreman
 - Grounds Maintenance Foreman
 - Lead Groundskeeper
 - Stormwater Infrastructure Foreman
 - Stormwater Technician I
 - Stormwater Technician II
- g. **Medical Review Officer or MRO** means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02², Florida Statutes, or a medication that is authorized pursuant to federal or state law for

² As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of Section 5(f) of this Policy.

general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

- i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - 1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
 - 3. A report of drug use, provided by a reliable and credible source.
 - 4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
 - 5. Information that an employee has caused, or contributed to an accident while at work.
 - 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
- k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.
- l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Section 3 NOTICE

- a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.
- b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:
 - i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For example: Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof). Check the label of liquid medications for alcohol content.
 - ii. Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
 - iii. Cannabinoids: Marinol
 - iv. Cocaine: Cocaine HCl topical solution (Roxanne)
 - v. Phencyclidine : Not legal by prescription
 - vi. Methaqualone: Not legal by prescription
 - vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, NOVahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
 - viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
 - ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
 - x. Methadone: Dolphine, Metadose
 - xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

- c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

New Directions Behavioral Health, L.L.C
www.ndbh.com

- d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

- a. As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.
- b. Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.
- c. Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.
- d. As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.
- e. Information that an employee has caused, or contributed to, an accident while at work.

The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

- Foreman General Infrastructure
- Sanitation Foreman
- Vehicle Maintenance Foreman
- Sanitation Truck Operator Trainee
- Sanitation Truck Operator I
- Sanitation Truck Operator II
- Maintenance Worker
- Facilities Maintenance Worker II
- Stormwater Infrastructure Foreman
- Stormwater Technician I
- Stormwater Technician II

For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

- (a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.
- (b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

- (c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Director who shall immediately notify the Human Resources Director.
- (d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.
- (e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. An employee who is using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required or performed to ensure that the physician approves the use of the prescription medication while the employee is performing their job duties. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property.
- (f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

- A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

- B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.
- C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.
- D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.
- E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.
- F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.
- G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested and for the integrity of the chain of custody during such transfer.

- H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.
- I. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.
- J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.
- K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.
- L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.
- M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.
- N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.
- O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

- P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Q. Confirmation Testing

1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
2. Only licensed or certified laboratories may conduct confirmation drug tests.
3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

Section 7 TOWN PROTECTION

- a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.
- b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.
- c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

**Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION
440.102, FLORIDA STATUTES**

- d. Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.
- e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
 - 1. The name of the person who is authorized to obtain the information.
 - 2. The purpose of the disclosure.
 - 3. The precise information to be disclosed.
 - 4. The duration of the consent.
 - 5. The signature of the person authorizing release of the information.
- f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
- g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
- h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

- i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
- j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

- A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:
 1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.
 2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.
 4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.
- B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

Section 13 INVESTIGATIONS/SEARCHES

- A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.
- B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.
- C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

- D. Employees will be subject to discipline, up to and including termination of employment for refusing to cooperate with searches or investigations.

Section 14. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.



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EXHIBIT B

GRIEVANCE FORM & PUBLIC RECORDS REQUEST CHAPTER 119**FEDERATION OF PUBLIC EMPLOYEES**

*A division of the National Federation of Public & Private Employees
 Affiliated with District I-MEBA (AFL-CIO)
 1700 N.W. 66th Avenue * Suite 100-B, Plantation, Florida 33313
 Office (954) 797-7575 Fax (954) 797-2922*



Employer	Employer Phone	Grievance	Date
Member's Name	Location/Dept	Classification	
Member's Address		Phone:	
Immediate Supervisor's Name		Phone:	

1.

2. Specify the Article's of the Agreement which is/are violated:

3. What is the remedy and/or relief sought?

Please allow this letter to serve as the Federation's formal request pursuant to Florida Statutes 119 & 447 as follows:

- | | |
|---|--|
| ☐ All documents relied on in imposing discipline | ☐ Witness statements |
| ☐ Employee evaluations; discipline | ☐ Job descriptions for grievant |
| ☐ All time cards for the last ___ months | ☐ Personnel file (see attached release) |
| ☐ All memoranda/emails, video tapes, cd-roms, floppy disks
pertaining to the above-listed | ☐ Other: |

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance.

Date: _____	Employee Signature _____
Date: _____	Steward's Signature _____
Date: _____	Representative's Signature _____





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026
Originating Department: Library
Agenda Title: Resolution 87-09-26 – Agreement (Piggyback) – Approve Purchase of Twelve (12) Dell Pro 14 Plus Laptops – \$17,152.92 2026 (LSTA Grant)
Agenda Category: New Business
Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$17,152.92 **Funding Source:** Library Material - Grants
001-571-700-
Account Number: 52000 **Finance Signature:** Barbara Gould

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

Attachments: Resolution 87-09-26
Signed Quote

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

Summary Explanation/Background:

The Lake Park Public Library has identified a need to replace twelve (12) laptops from the laptop kiosk in the Library to enable Library patrons to better access these types of electronic devices and the internet. The proposed purchase of the laptops would replace existing outdated devices and will assist patrons with doing homework to remain academically competitive, completing and submitting job applications, conducting research, and more.

To ensure the lowest possible price, staff is recommending that the Town piggyback off the Florida Department of Management Services (FDMS) state bid list, which was awarded to Dell Marketing L.P. through a competitive selection process (Contract #43210000-23-NASPO-ACS) for the provision of laptops and related software.

Note: Various documents related to this competitive selection process are either attached and/or available

for review by contacting the Town Clerk's Office, including Contract #43210000-23-NASPO-ACS and published addendums, as required.

If approved, the Town Commission would accept Dell Marketing's pricing by piggybacking the Department of Management Services (FDMS) state bid list, 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.

The proposed purchase follows the Town of Lake Park's Purchasing Code, Sec. 2-249, Alternative Source Selection:

1. Cooperative purchases: Purchases utilizing contract of other Florida entities: Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made providing that the originating entity utilized a competitive process substantially similar to that used by the Town.

The proposed purchase price of \$17,152.92 for twelve (12) laptops and related software from Dell Marketing L.P. will be provided utilizing a Library Services and Technology Act Grant award in the amount of \$42,090. This funding will be recognized within the FY 2026 Budget – General Fund within the end-of-year Budget Amendment.

The proposed purchase, if approved, would provide a one (1) year ProSupport warranty for each of the twelve (12) laptops and will provide coverage on 24x7 technical support, next-business-day on-site service and the Dell Limited Hardware Warranty.

If approved, the proposed purchase is expected to be completed by September 30, 2026.

The proposed purchase was prepared by the Library Director and reviewed by the Chief Information Technology Officer and the Finance Director.

The Town has previously worked with the proposed vendor and they have provided a quality product and good customer service.

Recommended Motion:

I move to approve Resolution 87-09-26 and authorize the (piggyback) purchase of twelve (12) Dell Pro 14 Plus Laptops from Dell Marketing L.P., in the total amount of \$17,152.92; and authorize the Mayor to execute the purchase documents.

RESOLUTION 87-09-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH DELL MARKETING L.P. FOR 12 DELL PRO 14 PLUS LAPTOPS; 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 replace the laptops from the laptop kiosk in the library to enable our patrons to better be able to achieve their needed goals using laptops and the internet; and

WHEREAS, the Town is purchasing 12 Dell PRO 14 Plus Laptops, and Dell Marketing L.P. is a Florida State Contractor through the Florida Department of Management Services with the contract number 43210000-23-NASPO-ACS; and

WHEREAS, the Town Commission desires to fund this purchase through the reimbursement of the 2026 LSTA Grant 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 Dell Marketing L.P., attached hereto as Exhibit “A,” for 12 Dell PRO 14 Plus Laptops in the amount of \$17,152.92.

Section 3. Funding for this purchase shall be provided from the 2026 LSTA Grant; 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.

Barbara Gould

From: Judith Cooper
Sent: Monday, August 3, 2026 4:42 PM
To: Barbara Gould
Subject: Fw: Your Dell Quote 3000205351943.1

Hi Barbara,

Here is the Dell quote I was telling you about. I believe you need to sign off on it. It is below what was allocated in the LSTA grant.

Judie

Judie Cooper, MALIS
 Library Director
 Town of Lake Park, Lake Park Public Library
 529 Park Avenue
 Lake Park, FL 33403
 (561)881-3330
jcooper@lakeparkflorida.gov
www.lakeparkflorida.gov/government/departments/Lake-Park-Public-Library



* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Florida State Statute Section 668.6076.

 [Book time to meet with me](#)

From: Judith Cooper <jcooper@lakeparkflorida.gov>
Sent: Friday, July 31, 2026 5:19 PM
To: Paul McGuinness <PMcGuinness@lakeparkflorida.gov>
Subject: Re: Your Dell Quote 3000205351943.1

Hi Paul,

I think that is enough we might be able to get the 13 inch iPad Air that we originally wanted. It has all of the major things I wanted, so let's go for it!

Judie Cooper, MALIS
 Library Director
 Town of Lake Park, Lake Park Public Library
 529 Park Avenue
 Lake Park, FL 33403
 (561)881-3330

jcooper@lakeparkflorida.gov

www.lakeparkflorida.gov/government/departments/Lake-Park-Public-Library



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Book time to meet with me

From: Paul McGuinness <PMcGuinness@lakeparkflorida.gov>

Sent: Friday, July 31, 2026 9:46 AM

To: Judith Cooper <jcooper@lakeparkflorida.gov>

Subject: FW: Your Dell Quote 3000205351943.1

Hi Judie,

Much better pricing!!! See below and verify that all the options match your needs.

Paul McGuinness, CGCIO, M.S.
 Chief Information Technology Officer
 Town of Lake Park, IT Department
 535 Park Avenue
 Lake Park, FL 33403
 (561) 881-3303
pmcguinness@lakeparkflorida.gov



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From: Kendall.Taylor@Dell.com <Kendall.Taylor@Dell.com>

Sent: Thursday, July 30, 2026 3:44 PM

To: Paul McGuinness <PMcGuinness@lakeparkflorida.gov>

Subject: Your Dell Quote 3000205351943.1



Barbara
Gould

Digitally signed by
Barbara Gould
Date: 2026.08.03
17:02:28 -04'00'

Item 16.

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Aug. 13, 2026**.

You can download a copy of this quote during checkout.

[Place your order](#)

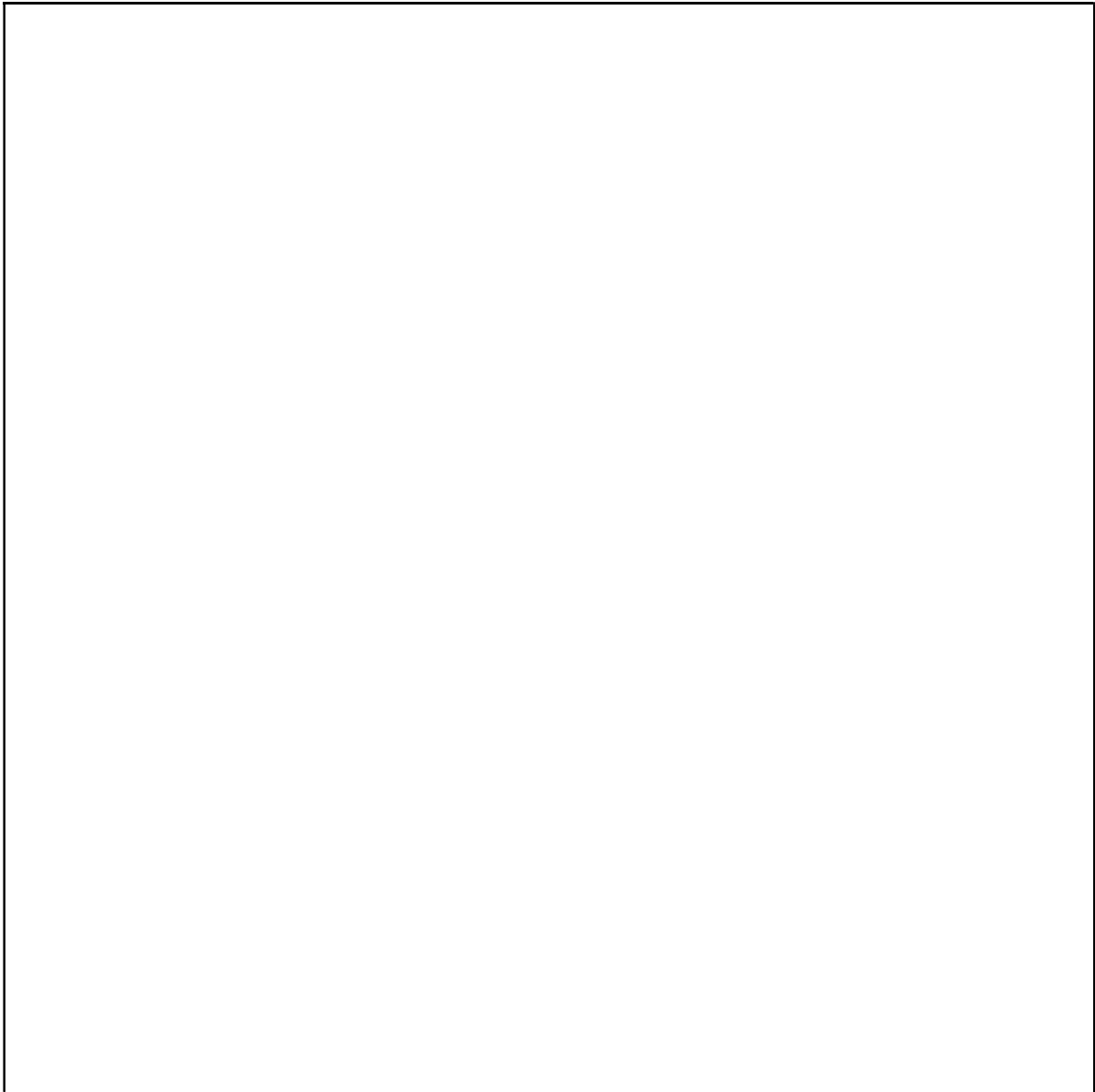
Quote No.	3000205351943.1	Sales Rep	Kendall Taylor
Total	\$17,152.92	Phone	1(800) 4563355, 6186434
Customer #	1184827	Email	Kendall.Taylor@Dell.com
Quoted On	Jul. 30, 2026	Billing To	ACCTS PAYABLE TOWN OF LAKE PARK FINANCE 535 PARK AVE LAKE PARK, FL 33403- 2603
Expires by	Aug. 13, 2026		
Contract Name	Dell NASPO Computer Equipment PA - Florida		
Contract Code	C000001116132		
Customer Agreement #	23026 / 43210000-23- NASPO-ACS		
Deal ID	29776494		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Kendall Taylor

Product	Unit Price	Quantity	Subtotal
Dell Pro 14 Plus PB14250	\$1,429.41	12	\$17,152.92
Subtotal:			\$17,152.92
Shipping:			\$0.00
Non-Taxable Amount:			\$17,152.92
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$17,152.92



Shipping Group Details

Shipping To PAUL MCGUINNESS TOWN OF LAKE PARK 535 PARK AVE LAKE PARK, FL 33403-2603 (561) 881-3303	Shipping Method Standard Delivery
--	---

Dell Pro 14 Plus PB14250	Unit Price	Quantity	Subtotal
Estimated delivery if purchased today: Aug. 17, 2026 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23- NASPO-ACS	\$1,429.41	12	\$17,152.92

Description	SKU	Unit Price	Quantity	Subtotal
-------------	-----	------------	----------	----------

Dell Pro 14 Plus (PB14250) BTX Base	210-BPDK	-	12	-
Intel(R) Core(TM) Ultra 5 236V, vPro(R) (8 cores, up to 4.7 GHz, 40 TOPS NPU)	379-BFXG	-	12	-
Windows 11 Pro, Copilot+ PC	619-BBGL	-	12	-
16 GB LPDDR5x, 8533 MT/s, dual-channel (onboard)	370-BCNS	-	12	-
Integrated Intel Arc graphics for Intel Core Ultra 5 236V vPro processor, 16 GB LPDDR5x memory	338-CRMN	-	12	-
512 GB SSD	400-BSLS	-	12	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	12	-
14" Touch, FHD+, 400nits, 100% sRGB, Anti-Glare, 5MP+IR Cam	391-BKMX	-	12	-
No Fingerprint Reader, No Smart Card Reader, No RJ-45	346-BLCP	-	12	-
5MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBJW	-	12	-
English US backlit Copilot key keyboard, 79-key	583-BMLQ	-	12	-
Intel(R) BE201 WLAN Driver	555-BLNW	-	12	-
Intel Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth 5.4 wireless card	555-BLMQ	-	12	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	12	-
65W USB-C AC adapter	492-BDTG	-	12	-
E4 Power Cord 1M for US	470-BCXK	-	12	-
Quick Start Guide	340-DSJG	-	12	-
Documentation	340-DNBV	-	12	-
ENERGY STAR Qualified	387-BBLW	-	12	-
Fixed Hardware Configuration	998-HWWL	-	12	-
BTS LNL CPU+65W Adapter,Clamshell	340-DTMT	-	12	-
POD Label	389-EDJB	-	12	-
EPEAT Gold with Climate+	379-BDZB	-	12	-
Intel(R) vPro(R) Enterprise Technology Enabled	631-BBZX	-	12	-
No WWAN (WLAN only)Tray, No RJ-45, Clamshell	321-BLPF	-	12	-
Intel(R) Connectivity Performance Suite	640-BBTF	-	12	-
iRST Not Selected	409-BCWL	-	12	-
Intel(R) Core(TM) Ultra 5 vPro(R) Processor Label	389-FJMH	-	12	-

Dell Limited Hardware Warranty	714-0464	-	12	-
ProSupport: 7x24 Technical Support, 1 Year	714-6659	-	12	-
ProSupport: Next Business Day Onsite, 1 Year	714-6663	-	12	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	12	-
Microsoft Office Home & Business 2024 for Foxit Bndl	630-BBDK	-	12	-
Foxit PDF Editor with AI Assistant for Microsoft Office Bundle	634-CZWN	-	12	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	12	-

Subtotal: \$17,152.92
Shipping: \$0.00
Estimated Tax: \$0.00

Total: \$17,152.92

CONNECT WITH DELL:



BROWSE MORE OPTIONS:

☐ IT Transformation	☐ Laptops	☐ Desktops
☐ Servers & Storage	☐ 2-in-1's	☐ Electronics & Accessories
☐ Financing Options	☐ Dell Services	☐ Dell Support
☐ Subscription Center	☐ Events	☐ Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will

be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax_Department@dell.com](mailto:Tax_Department@ dell.com) or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Contractor Dell Marketing L.P.

NASPO ValuePoint Contract

23026

Pricelist Up 8/19/2026

Baseline
Link <http://ftpbox.us.dell.com/slg/>

Band	Manufacturer Part Number	Manufacturer	Product Description	Baseline Price	NVP Price	NVP Minimum Discount	Category Code	Product Line
								Dell Pro Laptops - Ready Ship
1	210-BPDK	Dell	Dell Pro 14 Plus (PB14250) BTX Base Intel(R) Core(TM) Ultra 5 236V, vPro(R) (8	\$570.00	\$547.20	4.00%	1B-9	Dell Pro Laptops
1	379-BFXG	Dell	cores, up to 4.7 GHz, 40 TOPS NPU)	\$0.01	\$0.01	19.00%	1B	Dell Pro Laptops
1	619-BBGL	Dell	Windows 11 Pro, Copilot+ PC	\$80.00	\$64.80	19.00%	1B	Dell Pro Laptops
1	370-BCNS	Dell	16 GB LPDDR5x, 8533 MT/s, dual-channel (onboard)	\$923.08	\$747.69	19.00%	1B	Dell Pro Laptops
1	338-CRMN	Dell	Integrated Intel Arc graphics for Intel Core Ultra 5 236V vPro processor, 16 GB LPDDR5x memory	\$0.01	\$0.01	19.00%	1B	Dell Pro Laptops
1	400-BSLS	Dell	512 GB SSD	\$538.46	\$436.15	19.00%	1B	Dell Pro Laptops
1	619-BBPD	Dell	English, French, Spanish, Brazilian Portuguese	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	391-BKMX	Dell	14" Touch, FHD+, 400nits, 100% sRGB, Anti-Glare, 5MP+IR Cam	\$323.08	\$261.69	19.00%	1B	Dell Pro Laptops
1	346-BLCP	Dell	No Fingerprint Reader, No Smart Card Reader, No RJ-45	\$107.69	\$87.23	19.00%	1B	Dell Pro Laptops

			5MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR,					
1	319-BBJW	Dell	Camera Shutter, Microphone	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	583-BMLQ	Dell	English US backlit Copilot key keyboard, 79-key	\$46.15	\$37.38	19.00%	1B	Dell Pro Laptops
1	555-BLNW	Dell	Intel(R) BE201 WLAN Driver	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	555-BLMQ	Dell	Intel Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth 5.4 wireless card	\$30.77	\$24.92	19.00%	1B	Dell Pro Laptops
1	451-BDKX	Dell	3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	\$61.54	\$49.85	19.00%	1B	Dell Pro Laptops
1	492-BDTG	Dell	65W USB-C AC adapter	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	470-BCXK	Dell	E4 Power Cord 1M for US	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	340-DSJG	Dell	Quick Start Guide	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	340-DNBV	Dell	Documentation	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	387-BBLW	Dell	ENERGY STAR Qualified	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	998-HWWL	Dell	Fixed Hardware Configuration	\$4.38	\$3.55	19.00%	1B	Dell Pro Laptops
1	340-DTMT	Dell	BTS LNL CPU+65W Adapter,Clamshell	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	389-EDJB	Dell	POD Label	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	379-BDZB	Dell	EPEAT Gold with Climate+ Intel(R) vPro(R) Enterprise Technology	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	631-BBZX	Dell	Enabled	\$15.38	\$12.46	19.00%	1B	Dell Pro Laptops
1	321-BLPF	Dell	No WWAN (WLAN only)Tray, No RJ-45, Clamshell	\$61.54	\$49.85	19.00%	1B	Dell Pro Laptops
1	640-BBTF	Dell	Intel(R) Connectivity Performance Suite	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	409-BCWL	Dell	iRST Not Selected	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
1	389-FJMH	Dell	Intel(R) Core(TM) Ultra 5 vPro(R) Processor Label	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops

1	714-0464	Dell	Dell Limited Hardware Warranty ProSupport: 7x24 Technical Support, 1	\$1.00	\$0.96	4.00%	S-2	Dell Pro Laptops
1	714-6659	Dell	Year ProSupport: Next Business Day Onsite, 1	\$70.00	\$67.20	4.00%	S-2	Dell Pro Laptops
1	714-6663	Dell	Year Thank you choosing Dell ProSupport. For tech support, visit	\$89.00	\$85.44	4.00%	S-2	Dell Pro Laptops
1	989-3449	Dell	//support.dell.com/ProSupport Microsoft Office Home & Business 2024	\$0.00	\$0.00	4.00%	S-2	Dell Pro Laptops
1	630-BBDK	Dell	for Foxit Bndl Foxit PDF Editor with AI Assistant for	\$384.62	\$311.54	19.00%	1B	Dell Pro Laptops
1	634-CZWN	Dell	Microsoft Office Bundle	\$76.92	\$62.31	19.00%	1B	Dell Pro Laptops
1	658-BFVB	Dell	Dell Additional SW - Dell Pro Laptop	\$0.00	\$0.00	19.00%	1B	Dell Pro Laptops
				\$3,383.63	\$2,850.24			



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Library

Agenda Title: Resolution 88-09-26 – 2026-2027 State Aid to Libraries Grant Agreement – State of Florida’s Division of Library and Information Services (DLIS) - \$6,656

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

Consent

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

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

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution 88-09-26

State Aid to Libraries Grant Application #27-ST-58

Please initial one:

JKC Yes, I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park has been awarded a State Aid to Libraries Grant from the Division of Library and Information Services (DLIS) for Fiscal Year 2026, in the amount of \$6,656. The Town has been a recipient of this funding since 2005.

If accepted, the grant (reimbursement) funding would provide needed funding to support various services and offerings within the Lake Park Public Library, including:

- Brainfuse On-Line Tutoring - Offers live help, text prep, study tools, career and job assistance and academic support [four (4) modules]:

- CollegeNow – Offers live help and assistance with college applications, essays, and financial aid forms
- HelpNow – Offers live help, test prep, study tools and academic support
- JobNow – Offers live help, resume review, test prep, practicing job interviews and career support
- VetNow – Offers live help assisting US veterans in navigating benefits and services
- Udemy – On-line service offering courses in a variety of subjects and professional certificates to help advance careers
- Mango Languages - Foreign language learning app that features authentic content, interactive features and an algorithmic review activity

If approved, the grant funding is expected to support the various on-line programs within the Town's Library for one (1) year and will expire on September 30, 2027.

The proposed Grant Agreement was prepared by the State of Florida's Division of Library and Information Services and reviewed by the Library Director, the Finance Director and the Town Attorney.

Recommended Motion:

I move to approve Resolution 88-09-26 accepting the 2026-2027 State Aid to Libraries Grant Agreement with the Florida Department of State, Division of Library and Information Services to support various on-line programs within the Lake Park Public Library, in the total amount of \$6,656, and authorize the Mayor to execute the Grant Agreement.

RESOLUTION 88-09-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING THE SUBMISSION AND AUTHORIZING THE MAYOR TO SIGN THE LIBRARY'S ANNUAL STATE AID TO LIBRARIES GRANT AGREEMENT.

WHEREAS, effective July 1, 2003, the Florida Legislature amended Chapter 257, Florida Statutes to allow municipalities to submit applications to the State of Florida, Department of State (the Department) for State Aid to Libraries Grant Funding by municipalities; and

WHEREAS, the Town Manager recommends that the Commission authorize the submission of an application to the Department seeking funding for the Town of Lake Park; and

WHEREAS, in order to meet the requirements for an application to the Department for State Aid to Libraries Grant Funding, the Town Commission must approve the submission of the application and make certain certifications provided for herein;

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

- Section 1. The Town of Lake Park, Florida (the Town), is an eligible municipal corporation.
- Section 2. The Town is a single library administrative unit.
- Section 3. The Town Commission is the designated governing body to provide library services to the Town.
- Section 4. The Town's Library Director shall be the single administrative head employed by the Town with the authority to manage and coordinate operations of the Town's public library and has an approved job description.
- Section 5. The Library Director has an American Library Association-accredited professional degree and at least two (2) years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of forty (40) hours per week.
- Section 6. All funds will be centrally expended by the Library Director as part of the Library's budget.
- Section 7. The Town's library shall extend borrowing privileges without charge to residents of all library service areas in the county that receive State Aid to Libraries Grants.
- Section 8. The Town shall provide free library services.

- Section 9. The Town agrees to make its library available for participation with all public libraries in Palm Beach County that receive State Aid to Libraries Grants and to participate in joint planning and coordination of library services to residents.
- Section 10. The Town shall operate its public library for a minimum of forty (40) hours per week.
- Section 11. Exhibit “A,” State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and the Town for and on behalf of the Town’s Public Library, which is attached hereto and incorporated herein, is hereby approved by the Town Commission.
- Section 12. The Town Commission hereby authorizes and directs that the Mayor and Town Clerk execute the application for the State Aid to Libraries Grant funding.
- Section 13. This Resolution shall become effective immediately upon adoption.

27-ST-58
Lake Park Public Library

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

Lake Park Public Library for and on behalf of Lake Park Public Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Lake Park Public Library for and on behalf of Lake Park Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2026-2027 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2024 - September 30, 2025.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2024 through June 30, 2027. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2024 through June 30, 2027.
The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2024 - September 30, 2025;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2024 - September 30, 2025 only;
- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- o Provide the Certification of Credentials for the Single Administrative Head; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2024 to June 30, 2027, unless terminated in accordance with the provisions of Section 30 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2024) and concludes with the end of the State of Florida's current fiscal year (June 30, 2027).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2024 – September 30, 2025) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: GrantsOffice@dos.fl.gov

For the Grantee:

Judith Cooper
 Lake Park Public Library
 529 Park Avenue Lake Park Florida 33403
 Phone: 564.881.3330
 Email: jcooper@lakeparkflorida.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2026-2027 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-ai-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which

are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, Florida 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.
15. **Retention of Grant Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of

State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds.
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If the Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number.
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets.
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. Prohibition of Expenditures to a Library Association.** Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under sections 257.40-257.42, *Florida Statutes*. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.
- 27. Total Compensation Paid to Non-Profit Personnel.** Per Section 216.1366, *Florida Statutes*, all non-profit organizations as defined in Section 215.97(2)(m), *Florida Statutes*, shall complete and return to the division within 30 days of the execution of this grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:
- a) Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.
 - b) Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.
- Non-Profit organization grantees shall complete a Total Compensation Paid to Non-Profit report for each required filer for the invoice period covered by the Payment Request.
- The grantee shall post their reports on their website, and the public agency shall make the reports available to the public on the internet.

- 28. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 29. Breach of Agreement.** The Division shall demand the return of grant funds already received, shall withhold subsequent payments and/or shall terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 30. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division shall terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 31. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 32. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 33. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 must follow all formal procurement processes as outlined in Section 287.057, *Florida Statutes*.

- 34. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 35. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 36. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of January 2023)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 37. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 38. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 ([ada.gov](https://www.ada.gov) (as of January 2024)), incorporated by reference).
- 39. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 40. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Florida Single Audit Act Requirements (Attachment A)
 - c) Fiscal Year 2026-2027 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee: **Department of State**

By: _____ By: _____

Chair of Governing Body or Chief Executive Officer

Amy L. Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

Clerk or Chief Financial Officer

Witness

Date

Date

ATTACHMENT A

Department of Financial Services
Division of Accounting and Auditing - Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of State to the grantee may be subject to audits and/or monitoring by the Department of State, as described in this attachment to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the grantee is appropriate, the grantee agrees to comply with any additional instructions provided by Department of State staff to the grantee regarding such audit. The grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

Note: This part is applicable if the grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F -Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the grantee shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the grantee expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e., the cost of such an audit must be paid from grantee resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the grantee is a nonstate entity as defined by section 215.97(2), FS.

1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such grantee (for fiscal years ending June 30, 2017, and thereafter), the grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 691-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this form lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph I, the grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than state entities).

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the grantee directly to the following:
 - a. The Department to State via the DOS Grants System at <https://dosgrants.com>.
 - b. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Parts I and II of this form shall be submitted by or on behalf of the grantee directly to each of the following:
 - a. The Department of State via the DOS Grants System at <https://dosgrants.com>.
 - b. The Auditor General's Office at the following address:
 Auditor General
 Local Government Audits/342

Claude Pepper Building, Room 40 I
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable
4. Grantees, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the grantee in correspondence accompanying the reporting package.

Part IV: Record Retention

The grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of years specified below from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request.

Federally funded - through at least June 30, 2034.

State funded - through at least five years after the close-out of the grant and release of the audit.

The grantee shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

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

Not applicable.

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

Not applicable.

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

See Attachment B.

Matching Resources for Federal Programs:

Not applicable.

Subject to Section 215.97, FLORIDA STATUTES:

Florida Department of State, State Aid to Libraries, CSFA Number: 45.030

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

DFS-A2-CL

Rev. 11/18 (DLIS amended 05/26)

Rule 69I-5.006, F.A.C.

ATTACHMENT B
Fiscal Year 2026-2027 State Aid to Libraries Final Grants



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026
Originating Department: Town Clerk
Agenda Title: Resolution 89-09-26 – Master Services Agreement (Renewal) - Civic Plus Agenda & Meeting Management Essentials Platform - \$10,574.90
Agenda Category: (i.e., Consent, New Business, etc.): New Business
Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$10,574.90 **Funding Source:** Software
001-512-110-
Account Number: 49303 **Finance Signature:** Barbara Gould

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

Attachments: Resolution 89-09-26; CivicPlus Agenda Management Statement of Work; Proposal; Conversion Pro Premium Implementation Overview; and a Fact Sheet.

Please initial one:

_____ Yes I have notified everyone
 VM _____ Not applicable in this case

Summary Explanation/Background:

In October 2022, the Town began utilizing the CivicPlus Agenda Management System (formerly Municode Meetings) to electronically organize and distribute Town Commission and Board and Committee Agendas and Agenda Items that resulted in the Town reducing the need to use paper. As a result, agendas, agenda packets and meeting minutes have been included on this public facing, cloud based platform.

In June 2026, CivicPlus notified the Town that their agenda management system would undergo a major migration, ultimately phasing out the version that the Town currently utilizes today. The new platform, Agenda and Meeting Management Select (Select), will replace the current option. Further, this agenda, minutes and meeting management solution is currently being utilized by over 1,000 local government entities across the country.

Note: The new “Select” platform will support ADA compliance with a public portal aligned to WCAG 2.2 AA accessibility standards.

The current CivicPlus contract will expire on October 1, 2026. As a result, the Town Clerk’s Office is recommending the Town Comision to consider the Town continuing with the current CivicPlus option until the new Select platform is available for use by the Town or if the Town selects another agenda management software option (in accordance with the Town’s procurement policy).

The proposed renewal rate of \$10,574.90 with CivicPlus to provide the Town with agenda management services is available within the Town’s proposed FY 2027 Budget. Further, if approved, the Town would enter into a one (1) year contract renewal that will expire on September 30, 2027.

If approved, the Town Commission will accept CivicPlus’ pricing including all terms, conditions, and price contained in the existing agreement. The proposed renewal will be for one year. The Town will not expend more than the amount within the approved budget as it may be adopted or amended for these goods and services over the term of the contract.

The proposed purchase follows the Town of Lake Park’s Purchasing Code, Sec. 2-244. Exemptions.

This division shall not apply to:

14. Proprietary software applications

Note: Various documents related to the CivicPlus Agenda Management System are attached for review, including but not limited to the Statement of Work, the proposal, the conversion implementation overview, and a Fact Sheet.

The proposed Master Services Agreement (Renewal) was prepared by the Town’s agenda management software vendor, CivicPlus, and reviewed by the Town Clerk, the Chief Information Technology Director, the Finance Director.

The Town has previously worked with the proposed vendor and they have provided a quality product and good customer service.

Recommended Motion:

I move to approve Resolution 89-09-26 and authorize the (exemption) Master Services Agreement (Renewal) with CivicPlus to provide agenda management system services, in the total amount of \$10,574.90; and authorize the Mayor to execute all renewal documents.

RESOLUTION 89-09-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A RENEWAL TO THE AGREEMENT WITH CIVIC PLUS FOR THE PROVISION OF AGENDA MANAGEMENT SYSTEM SOFTWARE; 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 participation, transparency, and operations; and

WHEREAS, the Town of Lake Park, Florida (“Town”) entered into a One-year agreement with Civic Plus on June 30, 2022 for agenda management software; and

WHEREAS, the Town renewed the contract each year since; and

WHEREAS, the Town finds it in its best interest to exercise renewal under the same terms and conditions with an annual cost of \$10,547.90; and

WHEREAS, Civic Plus has agreed to continue providing the services as specified under the renewal agreement for one year commencing October 1, 2026; and

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

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the renewal to the agreement with Civic Plus, attached hereto as Exhibit A.

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

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-123891-1

10/1/2026

Client:

Town of Lake Park, FL

Bill To:

LAKE PARK TOWN, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sales Operations		salesops@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Conversion Pro Premium Implementation	AMM Select: Conversion Pro Premium Implementation	USD 0.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: AI Editing Assistant	AMM Select: AI Editing Assistant	USD 0.00
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 10,574.90

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Conversion Pro Premium Package	Conversion Pro Premium Package	USD 0.00

Total Investment - Initial Term	USD 10,574.90
Annual Recurring Services (Subject to Uplift)	USD 10,574.90

Initial Term	10/1/2026 - 9/30/2027, Renewal Term 10/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-123891-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Conversion Pro Premium Implementation Overview

This implementation will transition your AMME site's core content to a new platform, ensuring accessibility, consistency, and functionality. Conversion Pro Premium Implementation includes configuration of up to 6 existing meeting types, up to 6 existing boards, 1 approval workflow per existing meeting type, 1 existing staff report, access to 4 hours of group training, 1 hour of consulting, and recorded training resources. Our goal is to deliver a seamless transition, empowering you to create and publish your meeting agendas in a format that is accessible and aligned with your current needs.

Conversion Process Overview

Migrating your AMME contents is a structured process designed to ensure accuracy, consistency, and a smooth transition to your new AMMS platform. Here's what you can expect during this process:

1. Kickoff Call
 - a. We will confirm the core project team, project scope, discuss Agenda and Minutes designs (optional: Item Report style and workflow), and updates for ADA compliance. Additionally, we will review dates for Design Review, Group Trainings, and your Launch Discussion.
 - b. We will review your new AMMS site, configured Agenda and Minutes designs (optional: Item Report style and workflow), and Staff User Import
2. Group Trainings
 - a. We will conduct four (4) 1-hour training sessions covering the following topics:
 - i. System Configuration
 - ii. Agenda Creation
 - iii. Item Creation
 - iv. Minutes Creation
 - b. *Additional Group Training (1 hour) is available at an additional cost.*
 - c. *An optional CivicPlus Media Training (30 minutes) is available at an additional cost to review CP Media Configuration, perform a live test of CP Media, and provide CP Media Training.*
3. Launch Discussion
 - a. We will meet for 30 minutes before your launch to discuss open questions and/or resolve lingering items

- b. *An optional Post-Launch Discussion (30 minutes) is available at an additional cost to meet and discuss any open questions and/or resolve lingering items.*

Included vs Not Included

The following table provides an overview of what is included as part of the Conversion Process and what is not included as part of the migration.

Included in Conversion	Not Included
Configuration of up to 6 existing Meeting Types*	Additional Agenda and Minutes designs (unique or design library)*
Configuration of up to 6 existing Boards*	Additional Item Report (Staff Report) designs (unique or design library)*
Configuration of 1 Approval Workflow per existing meeting type (up to 6 total)*	
Configuration of 1 existing Item Report (Staff Report)*	
One-time bulk User/Staff List import	
Access to 4 hours of Group Training	
Access to 1 hour of Consulting time	
Access to recorded training resources	

*Additional configuration and design can be completed by customers at no charge.

Additional configuration and design can be completed by CivicPlus/AMMS Implementation Team at cost. Please review with your Implementation Consultant for more information.

Customer Configuration/Work Expectations

Customers will be expected to configure, maintain, and test the following information inside the AMMS system during the Conversion process:

- Establishing Departments
- Configuration of User/Staff permissions for each individual user based on the necessary permissions (ex: Meeting Type permissions, Item permissions, Event permissions, access to Settings menus, etc)
- Establishing Item Categories and assigning to Meeting Types as necessary
- Complete assigned Homework and Testing practice assignments
- Create and review necessary Event Categories and Event Templates

Glossary of Terms

Agenda Design

All agendas will share the same header and footer design. Information contained in the header/footer design (ie: logos, addresses, special meeting type designation, meeting disclosure language, etc) can be customized via editable fields.

Minutes Design

All minutes documents will share the same header and footer design. Information contained in the header/footer design can be customized via editable fields.

Configuration of Meeting Types

After the Agenda Design is confirmed, all configured meeting types (also known as agenda templates) will be configured utilizing the agreed upon design. Each configured Meeting Type can have it's own standing sections, items, and information configured into customizable fields at the agenda and item level.

Item Report

Often goes by other names, such as Staff Report, Memorandum, or Cover Letter. All Item Reports produced will share the same header/footer design and contain the same pre-determined text and fields that will automatically pull in from created agenda items.

Approval Workflows

Approval Workflows (or templates) are linear paths for agenda item review. These workflows can be assigned to Item Categories (the type of agenda item being created), Departments, or at the Meeting Type Level (meaning all items will follow the same workflow unless otherwise designated). More information on Approval Workflows can be found [here](#) and in the [Help Center](#).

Consulting Hours

These are any additional meeting and/or training hours that are scheduled with your Project Manager or Implementation Consultant outside of normal meeting or training hours.



Proposal

Valid for 60 days from date of receipt

Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

OUR PORTFOLIO INCLUDES:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

Company Contact Information

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233
Fax: 785.587.8951
civicplus.com



Experience & Recognition

25+ Years

13,000+ Customers

950+ Employees

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 13,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.



The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign-on for friction-free, no-hassle services. With CivicPlus, your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



IMPACT-LED GOVERNMENT

Impact-led government aims to create lasting community change by improving and modernizing processes with automation, collaboration, and data insights. This approach helps staff work efficiently and makes services more accessible, addressing needs proactively. Our Civic Impact Platform is guided by five core principles:

1. **Modernize and connect every function:** Work better together through intelligent automation, efficiency, and stronger collaboration.
2. **Deliver a singular, personalized resident experience:** Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. **Supercharge staff impact:** Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. **Strengthen compliance, accessibility, and readiness:** Forward-thinking best practices and continuous adaptation.
5. **Consolidate on a comprehensive, purpose-built platform:** Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.



CivicPlus Resident Portal

THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



Support Services

TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support hours typically span between 7 a.m. to 7 p.m. CST, but vary by product. You can access a Technical Support Team via a toll-free number as well as an online email support system for users to submit technical issues or questions. Our current initial response time is 4-hours for email tickets during normal hours. Further, emergency technical support for urgent requests is available 24/7 for designated, named points-of-contact for most products.



Award-Winning Support

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. The Help Center also provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

Proposal Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



Agenda and Meeting Management Select

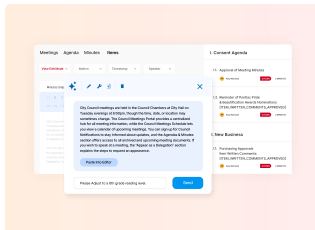


Essential to Select Migration

Meet Agenda and Meeting Management Select

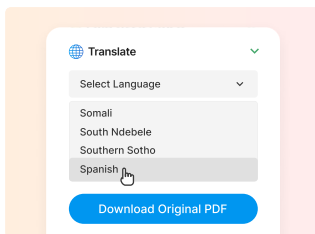
Agenda and Meeting Management Select (Select) is our flagship agenda, minutes, and meeting management solution, already chosen by over 1,000 local governments.

- **Support ADA compliance and inclusive experiences** with a public portal aligned to WCAG 2.2 AA accessibility standards
- **Increase security** with a GovRAMP Ready platform aligned to the NIST framework
- **Make it even easier to create and share meeting agendas and packets** with version history, bulk item copy/move, and unlimited meeting types, users, and storage
- **Streamline your live meeting tasks and post-meeting processes** with live and ondemand video streaming, private agenda scripts, minute snippets, and task tracking
- **Unlock increased flexibility and control** with expanded platform customization, user administration, and field version history
- **Improve engagement and transparency** with board and admin portals, public page templates and embeds, and a more robust notification system
- **Boost ease-of-use** with SSO, an in-product support chat, AI-assisted minutes drafting, and integrations with Google Drive, OneDrive, and Zoom



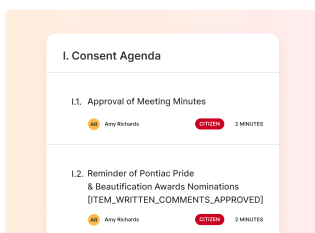
AI Editing Assistant

Available within the Select solution is the AI Editing Assistant, powered by CivicPlus Intelligence. With this feature, clerks can draft, polish, and format agenda items and minutes in real time, right within their documentation workflow.



Access to Agenda Accessibility and Translation, Powered by DocAccess

The integration between Select and DocAccess enables all new and existing public meeting agendas, packets, and supporting documents across the Select's Public Portal to be made available as WCAG-aligned, HTML accessible transcripts. DocAccess is available as an add-on feature.



Access to Public Engagement Suite

The optional enhancement Public Engagement Suite unifies written comments and speaker sign-up within Select through a single, governed workflow tied to meetings and agenda items.

Features & Functionality

Select Solution

Select is the fastest, most intuitive way to streamline the entire agenda management process—from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with Select is easy with customized workflows, version tracking, and built-in communication tools.



Our Pro package includes the most frequently used functionality to manage your agendas and meetings. You'll be able to seamlessly create agendas with the ability to assign an item status and use configurable workflows to help manage your internal processes. Built-in integrations and a suite of APIs make working with other internal applications easy. Select's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- » User-friendly, modern interface
- » Unlimited users
- » Unlimited storage
- » Highly configurable to your agenda and meeting management processes
- » Adaptable permission settings
- » Confidential attachments
- » Enhanced Analytics for Data Visibility
- » Field-level versioning
- » Single sign-on via the CivicPlus Platform
- » Integrated code of ordinances
- » Secure Cloud-Based Hosting
- » Automatic Updates
- » Customer-Defined Roadmap
- » Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply)



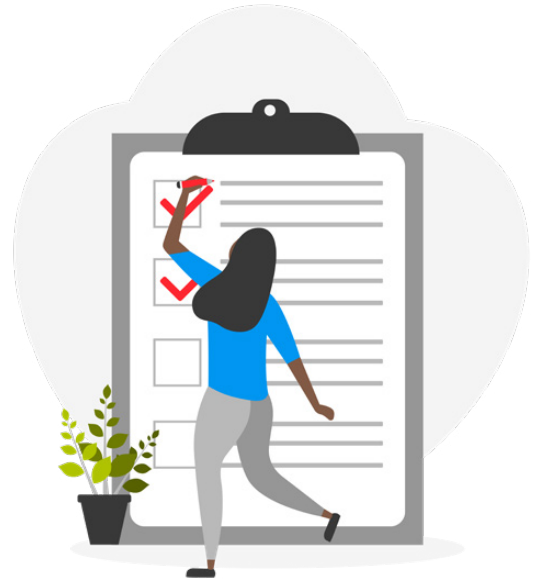
Agenda Management

FLEXIBLE, PERSONALIZED DESIGNS

Standardized designs throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

The software compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.



Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

CONVENIENT, ANYTIME AGENDA MODIFICATIONS

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically rennumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

Item Management

CREATE AGENDA ITEMS AND STAFF REPORTS IN SECONDS

An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and collaborate with each other to make items meeting ready. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for Select to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

MANAGE THE MEETING READINESS OF ITEMS

Update item statuses (approved, in-progress, tabled, etc.), assign tasks to staff members to update item content and attachments, leave comments on items, and be notified when changes are made to items.



AUTOMATE YOUR APPROVALS PROCESS

The workflow engine streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

CUSTOM TAGS TO GROUP LIKE AGENDA ITEMS

Administrators can set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.

Board Portal

FLEXIBLE ACCESS

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, Google Drive, or post to the Board Portal. It is optimized for all devices, including desktops, laptops, and tablets. No separate application required.

A PERSONAL MEETING REPOSITORY

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

FIND WHAT YOU NEED-FASTER

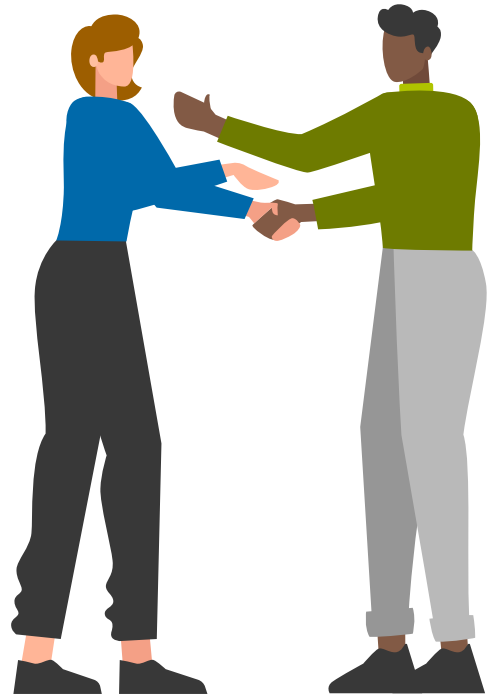
Agenda and Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate published meeting content by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.



Public Resident Portal

FEATURES

- Resident portal to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Mobile-responsive
- Custom branding
- Side-by-side agenda and video display with optional CivicPlus Media live streaming and on-demand video service (additional fees apply)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Integrated live or on-demand video with timestamps to easily jump to desired content (additional fees apply)
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls



CONTENT ACCESSIBILITY

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video. Additional fees apply for CivicPlus Media and closed captioning.

CONTENT TRANSPARENCY

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.



Minutes Module

AUTOMATED MINUTES SETUP

A fully integrated Minutes module will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to the Minutes module with a single click.



KEEP UP WITH THE MEETING ACTION

Meetings move fast. Select's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls.

SPEAKER MANAGER

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

EASY, INTUITIVE MINUTES-TAKING

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

If using CivicPlus Media's integrated video streaming and video-on-demand service, you can also create timestamps for the accompanying video during the live meeting. Additional fees apply for CivicPlus Media.

AI Editing Assistant

STREAMLINED DRAFTING AND EDITING FOR AGENDA ITEMS AND MINUTES

The AI Editing Assistant enhances Agenda and Meeting Management Select by embedding generative AI directly into the Froala editor. Built for municipal clerks and staff, it provides real-time help with rewriting, summarization, grammar, and formatting while drafting agendas and minutes, supporting faster, more consistent, and compliant documentation, even during live meetings.

Benefits:

- Speeds up drafting and editing
- Improves accuracy and professionalism
- Promotes consistency and transparency



Hosting & Security

Redundant power sources and internet access ensure consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site are unparalleled.

CLOUD-HOSTING WITH AZURE

The infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage is done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

DISASTER RECOVERY

Agenda and Meeting Management Select utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account, which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.



Implementation

MOVING FROM AGENDA AND MEETING MANAGEMENT ESSENTIAL TO SELECT

~8 Weeks

When it comes to implementation, our team is here to guide you step-by-step. Here's an overview of our proven implementation process so you know what to expect. These sessions will occur over the course of approximately 8 weeks.

Who?	Agenda
Kickoff Call & Design Review 30 minutes	
- Your Main Point of Contact (POC) - CivicPlus Implementation Team Member	- Confirm POCs and Project Scope - Updates for ADA Compliance - Review Site - Staff User Import - Discuss Invites/Dates for Group Trainings - Schedule Launch Discussion
Group Trainings 4 1-hour sessions	
- Your Main POC 2 Additional Users of Your Choice - CivicPlus Implementation Team Member	- System Configuration - Agenda Creation - Item Creation - Minutes
CivicPlus Media Individual Training (Optional/Additional Cost) 60 minutes	
- Your Main POC 2 Additional Users of Your Choice - Your IT Representative - CivicPlus Implementation Team Member	- CP Media Testing - CP Media Training
Additional Group Training (Optional/Additional Cost) 60 minutes	
- Your Main POC 2 Additional Users of Your Choice - CivicPlus Implementation Team Member	Flexible – Matched to Your Team's Needs



Launch Discussion | 30 minutes

- | | |
|---|--|
| <ul style="list-style-type: none"> • Your Main POC • Your IT Representative • CivicPlus Implementation Team Member | <ul style="list-style-type: none"> • Discuss Open Questions • Resolve Linger Items |
|---|--|

Post-Launch Discussion (Optional/Additional Cost) | 30 minutes

- | | |
|---|--|
| <ul style="list-style-type: none"> • Your Main POC • CivicPlus Implementation Team Member | <ul style="list-style-type: none"> • Discuss Open Questions • Resolve Linger Items |
|---|--|

CONSULTING

1 Hour of Virtual Consultation

You'll meet with your Implementation Team at the start and finish of your migration. During your first meeting, you'll receive access to your new Select site, schedule Group Training sessions and begin testing. You'll meet with your Implementation Team again after Training to prep for a successful launch. Additional Consulting time can be purchased.

CONFIGURATION

Your Implementation Team will review and replicate your existing Essentials agendas, minutes, and item/staff report designs into Select as closely as we can mirror your current agenda and meeting processes. We will configure the following consistent with Essentials setup:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Up to six existing meeting types • Up to six existing boards | <ul style="list-style-type: none"> • One approval workflow per existing meeting type • One existing staff report |
|---|--|

Additional design configurations and approval workflows can be purchased as needed. For no additional cost, Approval Workflows can be created from scratch and Meeting Types can be duplicated and modified—while still making use of existing designs—by administrative users at any time using Help Center resources.

TRAINING

Four, One-Hour Virtual Group Training Sessions; Access to Additional Recorded Training Resources

- Group Training will be discussed and scheduled at Kickoff Call with an assigned CivicPlus Implementation Team Member.
- Group Trainings are live and facilitated with your Agenda and Meeting Management Implementation Team.
- Up to 5 Municipalities are allotted to attend each Group Training. Attendance will vary.
- Group Training engagements will not be recorded.
- Homework will be assigned after each Group Training session to complete before the next session.



Optional Enhancements

Public Engagement Suite

The Public Engagement Suite enhances transparency and community participation by enabling residents to engage directly with public meetings through online written comments and speaker sign-up tied to specific agenda items. The public-facing experience includes configurable options such as optional login requirements, interpreter request, attachments, character limits, and automated submittal confirmations to ensure accurate and compliant submissions.

Administrators can control engagement settings by meeting type or agenda item, including enabling or restricting participation, setting submission deadlines, and defining policies, permissions, and instructions. Staff benefit from centralized tools to review, approve, and manage all submissions, with integration into meeting records and full audit tracking.

KEY BENEFITS:

- **Increased Public Participation** – Enables residents to easily submit comments and sign up to speak from any device, improving accessibility and engagement.
- **Enhanced Transparency and Accountability** – Provides audit logs, item-level timelines, and reporting to ensure all public input is tracked and documented.
- **Administrative Efficiency** – Centralized workflows streamline review, approval, and management of public input, reducing manual effort for staff.
- **Flexible Governance Controls** – Configurable settings allow agencies to align participation rules with local policies and meeting requirements.
- **Improved Records Management and Compliance** – Supports exports, reporting, and integration of approved comments and speakers into official meeting records.

DocAccess x Agenda and Meeting Management Select

CivicPlus Agenda & Meeting Management (Select) streamlines the creation and publication of meeting materials, compiling agenda items and supporting documentation into organized, bookmarked PDF packets while maintaining transparency and accountability through audit trails and version control.

While this ensures operational efficiency, meeting packets are published as PDFs, which is one of the most common accessibility and language access barriers for local governments. DocAccess solves this by automatically removing both accessibility and language barriers.



DocAccess **automatically converts all PDFs** published in Select **into WCAG 2.1 AA-aligned, screen reader-friendly HTML transcripts**, with detailed alt-text for images. DocAccess also provides live **24/7 access to professional interpreters at Aira** – included at no extra cost. Not only that, DocAccess can also **translate the public portal** of Select to ensure residents can fully engage and comprehend what is happening in their municipality.

Once activated, the DocAccess view will be visible within any published event. DocAccess enables **one-click translation of meeting documents into more than 250 languages**. These translations apply directly to the HTML transcript and DocAccess features, including the Ask a Question tool.

This capability revolutionizes meeting transparency:

- Residents are no longer limited to English-language PDFs
- Complex agenda packers become accessible and translatable instantly
- Staff do not need to translate or remediate documents manually to make them accessible



Together, Select and DocAccess create a unified workflow where meetings are efficiently produced, automatically accessible, and immediately translatable: strengthening compliance, transparency, and equitable public engagement.



CivicPlus Media

Today's digitally minded residents are logging more hours watching online video than ever before, and they are searching for content that ranges from entertaining to informative. For local governments, video is a powerful mechanism for sharing news and events, encouraging civic participation, meeting transparency requirements, building a brand, recruiting employees, and encouraging residents to develop a sense of civic pride.



Media is a core component of the Civic Experience Platform and is accessible through CivicPlus Municipal Websites and CivicPlus Agenda & Meeting Management Select. With CivicPlus Media, you can integrate live or recorded videos of meetings and events anywhere on your CivicPlus website that are easily accessible by residents from any desktop computer or mobile device—no technical or coding skills necessary.

SIMPLE LIVE STREAM RECORDING

- Immediate availability of recorded videos for on-demand viewing—no additional steps or manual file uploads
- Convenient integration with social media platforms including Facebook and YouTube
- High-definition video for professional-quality presentations
- Link meeting agendas and bookmarks
- Auto-start recordings of meetings, so video viewers never miss a moment of live proceedings

CIVICPLUS MEDIA + ZOOM

- Password protect each meeting to prevent Zoombombing
- Create and share a Zoom meeting ID number only with elected officials and key staff when necessary
- Mute resident participants when open comment session has ended
- Control the meeting within Zoom and protect participants from attempting a screen share
- Allow residents to sign up to receive a link that will allow them to issue public comments and share their screen during the session
- Record and automatically upload meeting videos for on-demand playback



Live Meeting Manager

Our Live Meeting Manager enhances the live meeting by integrating the board portal and added audience display pages for a unified live meeting experience, with you in control. Time-saving automations help you keep pace with the meeting and keep board members and meeting participants engaged.

Engage Participants

Keep meeting participants engaged with in-chamber displays, including a welcome screen, the current item, speaker, countdown timer, motion, or vote results.

Electronic Voting

Initiate electronic votes with one-click and allow board members to privately cast votes within the Board Portal.

Current Item Control

One-click control updates the Board Portal and Audience Display to the current item being discussed.

Display Speaker Details

One-click control displays current speaker details and timer within the Board portal and Audience Display page.

Board Member Requests

Board members can request to be formally recognized or added to the speaker queue from within the Board Portal.

Chairperson Controls

Enable chair view to allow designated chairperson to set the current item, and call speakers from within the Board Portal.



Board Applications

Powered by CivicPlus' Process Automation and Digital Services solution, our Board Applications solution provides a comprehensive, digital solution to empower local government administrations to recruit, vet, and appoint civic board members and successfully facilitate ongoing board operations.

Provide your residents with an easy-to-use online portal embedded in your website. This will enable them to directly apply to open board member seats with your civic organizations.

Board Applications Offers:

- A mobile-responsive interface
- A cloud-based application
- Multi-board management for communities of every size
- Configurable workflows to accommodate a variety of vetting processes
- Easy implementation, customization, and ongoing management
- End-to-end data encryption

For administrative managers, our Board Applications solution powers a singular, consistent, and frictionless process for recruiting civic-minded leaders and then receiving and reviewing qualified candidate applications.

Recruitment – Promote all your administration's open board positions, making it easy for passionate community members to identify areas where they can contribute to community initiatives.

Application Submissions – Residents can easily submit their applications for open board positions at any time from any device. No paper, no stamps, no town hall drop-offs. All personally identifiable information (PII) is stored and transmitted securely to protect candidate data and meets the digital accessibility requirements of the Americans with Disabilities Act.

Transparent Communications – Build applicant trust with transparent communications throughout the application and selection process. Customize email templates for automatically generated communications issued throughout the process as the selection committee reviews applications and makes candidacy determinations.

Review and Select Candidates – Receive notifications about new applications to ensure prompt actions and digitally route applicants to board selection committees for review and collaboration.

Board Operations – Help your civic organizations collaborate remotely using the included board operation functionality. Create board-specific profiles to store meeting schedules, member rosters, and current and upcoming chair vacancies.

Reporting and Analytics – View and export board data to help inform future administrative and organization-specific leadership strategies.

Advanced Search – Are you looking for a specific piece of information? Your Board Application portal includes advanced search functionality to save you time.

POWER AUTOMATE CONNECTOR

Additionally, the optional addition of the Power Automate Connector extends data movement functionality of our Process Automation system to feed data directly out to Office 365 products like SharePoint, Excel, etc. This easy, no code solution can automate many of your staff's daily routines and functions.



Boards & Committees Module

The module handles the process of managing the board itself.

THREE DASHBOARDS

- Upcoming open seats (vacancies)
- Number of appointments
- Number of applicants

BOARD MANAGEMENT

- Board Rules (number of seats, term length, max # of terms, etc.)
- Board Appointments
- Board Documents (file storage)
- Board Roster
- Board Liaisons
- Letter and Email Template

APPOINTEE AND APPLICANT MANAGEMENT

- Custom Reporting
- Application Tracking
- Appointment Tracking
- Bulk Letter Creation
- Bulk Email Creation
- Mailing Labels

Platform Identity Provider (IdP) Integration

More often, local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication. The CivicPlus' Platform IdP Integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicPlus' Municipal Websites, Recreation Management, and Agenda and Meeting Management Select
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page

We offer integration with Microsoft's Entra ID (formerly Azure AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.



Laserfiche Integration

With a third-party integration in Integration Hub you can route data to Laserfiche's cloud-hosted solution.

Historical File Import

As part of your implementation project, we will import a specified number of meetings to your new system. Choose an import with or without videos in increments of up to 500, 500-750, or 750+ meetings.

The process includes indexing your imported agendas for keyword searching and retrieval. You and your residents will still have access to this historical information with increased functionality. Historic meeting documents imported into Select by your implementation consultant will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.





FACT SHEET

Total Trusted Control of Your Live Meetings with CivicPlus®





The only thing worse than not being prepared for a board or council meeting is being thoroughly prepared, only to have your technology fail you and disrupt the proceedings.

Our Select Agenda and Meeting Management solution's Live Meeting feature to addresses the most significant needs clerks face in live meetings. We designed our functionality with input from municipal clerks like you to ensure scalability, optimal automation, and process efficiency. Now, you can focus on critical discussions and local decision-making, not on meeting logistics.



Agenda and Meeting Management Functionality

Our solution streamlines your meeting documentation and follow-ups by allowing you to record live meeting actions and automatically include it in your minutes document.



Automated Minutes Setup

Automatically migrate your agenda content into your pre-configured or custom-developed meeting minutes template with a single click.

Keep Pace With Live Discussion

Meetings move fast. Our cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion with no system stuttering or spinning.

Document Critical Moments of Engagement

Quickly record comments and discussion, roll call, motions and votes, and speakers.

Intuitive Navigation

Single screen access to all meeting controls and one-click actions enable the fastest meeting documentation and system navigation.

Speaker Manager

Add speakers to the discussion at any time during the live meeting. The built-in speaker timer helps keep meetings running efficiently.

Automate Post-Meeting Actions

Create follow-up action items to enhance visibility and improve accountability. Push agenda items or legislation to upcoming meetings with ease.

Flexible Voting

Record motions and votes instantly. Apply motions and votes to individual or multiple agenda items.

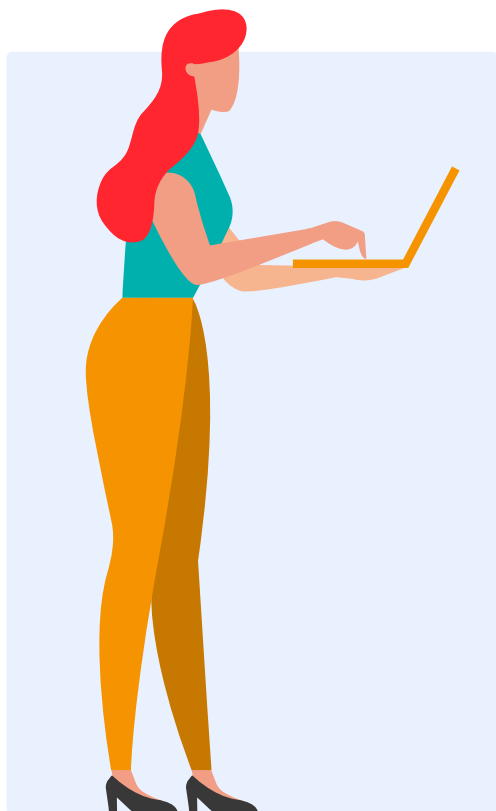
Minutes Preview

Preview your meeting minutes document as you work before generating the official version.



Add our Live Meeting Manager Module to Your Select Agenda and Meeting Management Solution for even more control and expedited meeting management.

Live Meeting Manager enhances the live meeting by integrating the board portal and added audience display pages for a unified live meeting experience, with you in control. Time-saving automations help you keep pace with the meeting and keep board members and meeting participants engaged.



Engage Participants

Keep meeting participants engaged with in-chamber displays, including a welcome screen, the current item, speaker, countdown timer, motion, or vote results.



Electronic Voting

Initiate electronic votes with one-click and allow board members to cast votes within the Board Portal.



Current Item Control

One-click control updates the Board Portal and Audience Display to the current item being discussed.



Display Speaker Details

One-click control displays current speaker details and timer within the Board portal and Audience Display page.



Board Member Requests

Board members can request to be formally recognized or added to the speaker queue from within the Board Portal.



Chairperson Controls

Enable chair view to allow designated chairperson to set the current item, and call speakers from within the Board Portal.



Automatic Video Bookmarking

Automatically timestamp agenda items to their corresponding discussion in the meeting video so those watching the recording can quickly access topics of interest.



Available Upgrades With CivicPlus Media Live and Recorded Video Functionality



Integrated video
bookmarking



Multiple concurrent
video streams



Live and on-demand
closed captioning



To see a demonstration of the
Live Meeting Manager
functionality, contact our solution
experts at sales@civicplus.com or
888-228-2233.

TOWN OF LAKE PARK REQUEST FOR DISBURSEMENT

Item 18.

Name and Address of Payee		Vendor Number	
Civic Plus		Amount of Check	\$9,135.00
		Finance Use Only	
		Amount Approved	
Description of Request		Date Approved	
Agenda Management		Approved By	
		Account Number	
Special Handling Instructions		106-49300	
Req. By:		Approved By:	Vivian
Date:		Date:	Mendez, MMC

Digitally signed by Vivian Mendez, MMC
 DN: cn=Vivian Mendez, MMC, o=Town of
 Lake Park, ou=Town Clerk,
 email=vmendez@lakeparkflorida.gov,
 c=US
 Date: 2023.11.01 13:20:29 -0400

The "Requested By" and "Approved By" signatures above certify that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and the documentation to support the payment is attached for the Town's permanent record. If copies of documents are to be mailed with the check, those copies must be attached to the Request for Disbursement.



Item 18.

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#269666

10/1/2023

PO #

Bill To

Town of Lake Park
535 Park Ave
WEST PALM BEACH FL 33403

TOTAL DUE

\$9,135.00

Due Date: 10/31/2023

Terms	Due Date	PO #	Approving Authority
Net 30	10/31/2023		

Qty	Item	Start Date	End Date
1	Municode Meetings Ultimate Annual	10/1/2023	09/30/2024
1	Municode Meetings Hub Stand Alone Purchase	10/1/2023	09/30/2024
1	Municode Meetings Video Time-Stamping	10/1/2023	09/30/2024
1	Municode Meetings Custom Agenda Item Approvals Workflows	10/1/2023	09/30/2024
1	Municode Meetings Board Management	10/1/2023	09/30/2024

Total	\$11,781.00
-------	-------------

Due	\$9,135.00
-----	------------

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

TOWN OF LAKE PARK REQUEST FOR DISBURSEMENT

Item 18.

Name and Address of Payee		Vendor Number	
Civic Plus		Amount of Check	\$9,591.75
		Finance Use Only	
		Amount Approved	
Description of Request		Date Approved	
Agenda Management System		Approved By	
		Account Number	
Special Handling Instructions		106-49300	
Req. By:	Vivian Mendez	Approved By:	
Date:		Date:	

The "Requested By" and "Approved By" signatures above certify that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and the documentation to support the payment is attached for the Town's permanent record. If copies of documents are to be mailed with the check, those copies must be attached to the Request for Disbursement.



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

RECEIVED

By Merry Ann Russell at 9:26 am, Aug 06, 2024

#313495

10/1/2024

PO #

Bill To

Town of Lake Park
535 Park Ave
WEST PALM BEACH Florida 33403

TOTAL DUE

\$9,591.75

Due Date: 10/31/2024

Terms	Due Date	PO #	Approving Authority
Net 30	10/31/2024		

Qty	Item	Start Date	End Date
1	Municode Meetings Ultimate Annual	10/1/2024	9/30/2025
1	Municode Meetings Hub Stand Alone Purchase	10/1/2024	9/30/2025
1	Municode Meetings Custom Agenda Item Approvals Workflows	10/1/2024	9/30/2025
1	Municode Meetings Board Management	10/1/2024	9/30/2025

Total \$9,591.75

Due \$9,591.75

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

TOWN OF LAKE PARK REQUEST FOR DISBURSEMENT

Item 18.

Name and Address of Payee		Vendor Number	
Civic Plus		Amount of Check	\$10,071.33
		Finance Use Only	
		Amount Approved	
Description of Request		Date Approved	
Agenda Management System		Approved By	
		Account Number	
Special Handling Instructions		106-49300	
Req. By:		Approved By:	Vivian Mendez
Date:		Date:	

Digitally signed by Vivian Mendez
 DN: cn=Vivian Mendez, o=Town of Lake Park, ou=Town Clerk,
 email=vmendez@lakeparkflorida.gov, c=US
 Date: 2025.11.04 09:02:55 -05'00'

The "Requested By" and "Approved By" signatures above certify that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and the documentation to support the payment is attached for the Town's permanent record. If copies of documents are to be mailed with the check, those copies must be attached to the Request for Disbursement.



Item 18.

Invoice

PAST DUE

#344087

10/1/2025

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

Bill To

Jeffrey Duvall
Town of Lake Park
535 Park Ave
West Palm Beach FL 33403

TOTAL DUE**\$10,071.33****Due Date: 10/31/2025**

Terms	Customer	Approving Authority
Net 30	Town of Lake Park, FL	

Qty	Item	Start Date	End Date
1	Municode Codification Meetings Ultimate Annual	10/1/2025	9/30/2026
1	Municode Codification Meetings Hub Stand Alone Purchase	10/1/2025	9/30/2026
1	Municode Codification Meetings Custom Agenda Item Approvals Workflows	10/1/2025	9/30/2026
1	Municode Codification Meetings Board Management	10/1/2025	9/30/2026

Total \$10,071.33**Due** **\$10,071.33**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 16, 2026

Originating Department: Administration/Human Resources

Agenda Title: Amendment - Fiscal Year 2027 Town of Lake Park Pay Grade Chart & Pay Grade Reclassifications – Three (3) Positions – Effective October 1, 2026 (FY 2027)

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

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

Cost of Item: _____ **Funding Source:** Regular Salaries – Various Departments

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

Advertised: _____

Date: _____ **Newspaper:** _____

Attachments: FY 2027 Town of Lake Park Pay Grade Chart

Please initial one:

_____ Yes I have notified everyone

DP _____ Not applicable in this case

Summary Explanation/Background:

The Administration/Human Resources Division has identified a need to approve the new FY 2027 Lake Park Pay Grade Chart to incorporated the Town Commission approved Cost of Living Adjustment (COLA) of 2% effective October 1, 2026 – minimum and maximum rates) as well as to amend the proposed Pay Grade Chart due to the approved reclassification of three (3) existing positions (as provided within the FY 2027 Budget).

The proposed amendment is intended to increase work responsibilities/accountability, provide for succession planning as well as to better align pay grades with operational requirements, skill levels, licensing requirements, safety responsibilities and current labor market conditions associated with each position.

1. **Marketing Specialist** (Full-Time) – Reclassify an existing funded position (Marketing Specialist) within the Communications & Grants Department from Pay Grade 90 to Pay Grade 120 to align the position with the similar CRA Project/Marketing Coordinator position. The annual salary range (or pay grade) for this reclassified position is proposed to be moved from Pay Grade 90 to Pay Grade 120 within the proposed FY 2027 Pay Grade Chart.
2. **Information Technology (IT) Help Desk Technician** (Full-Time) - Reclassify an existing funded part time position (IT Help Desk Intern) within the Information Technology Department to support the actual/current needs of the Town’s IT Department. The annual salary range (or pay grade) for this reclassified position is proposed to be moved from Pay Grade 0 to Pay Grade 75 within the proposed FY 2027 Pay Grade Chart.
3. **Principal Planner** (Full-Time) – Reclassify an existing funded position (Planner) from the Community Development Department from Pay Grade 100 to Pay Grade 130 to support actual/current needs within the Town’s Community Development Department. The annual salary range (or pay grade) for this reclassified position is proposed to be moved from Pay Grade 100 to Pay Grade 130 within the proposed FY 2027 Pay Grade Chart.

Note: All current personnel serving within either of the three positions above who currently earn a pay rate below the proposed base amount within the reclassified pay grade, if approved, would be moved up to the minimum of the proposed pay grade. This proposed pay increase is available within the Town’s FY 2027 Budget – Various Funds.

If approved, the proposed revised Pay Grade Chart and Pay Grade Reclassifications would become effective beginning October 1, 2026 (start of the new fiscal year – FY 2027).

This agenda item was prepared by the Finance Director in coordination with the Communications & Grants Director, Information Technology Director and the Community Development Director and reviewed by the Town Manager.

Recommended Motion:

I move to approve the proposed Amendment to the FY 2027 Town of Lake Park Pay Grade Chart and Pay Grade Reclassification of three (3) current Town positions effective October 1, 2026 (FY 2027).

TOWN OF LAKE PARK

POSITION TITLES AND PAY CODES

Item 19.

Grade	E/NE	NON-UNION POSITION TITLES	MINIMUM FY2027		MAXIMUM FY2027	
			PER YEAR	PER HR	PER YEAR	PER HR
		Department: Town Manager				
200	E	Town Manager	Contract Employee		Contract Employee	
70	NE	Executive Assistant	50,611.02	24.33	80,977.64	38.93
170	E	Assistant Town Manager	120,821.77	58.09	193,314.85	92.94
		Department: Human Resources				
120	E	Human Resources Manager	75,020.82	36.07	120,033.31	57.71
		Department: Town Clerk				
170	E	Town Clerk	120,821.77	58.09	193,314.85	92.94
90	NE	Deputy Town Clerk	57,944.56	27.86	92,711.29	44.57
		Department: Communications & Grants				
170	E	Grants Writer/Chief Public Information Officer	120,821.77	58.09	193,314.85	92.94
120	NE	Marketing Specialist	75,020.82	36.07	120,033.31	57.71
		Department: Information Technology				
150	E	Director - Information Technology	99,852.71	48.01	159,764.33	76.81
75	NE	Information Technology Help Desk Technician	52,382.30	25.18	83,811.69	40.29
		Department: Finance				
170	E	Director - Finance	120,821.77	58.09	193,314.85	92.94
140	E	Assistant Finance Director	90,775.19	43.64	145,240.31	69.83
100	E	Accountant, Senior	62,000.68	29.81	99,201.08	47.69
80	E	Purchasing Specialist	54,153.79	26.04	86,646.06	41.66
50	NE	Accounting Technician	44,205.63	21.25	70,729.00	34.00
50	NE	Accounting Technician	44,205.63	21.25	70,729.00	34.00
		Department: Public Works				
170	E	Director - Public Works	120,821.77	58.09	193,314.85	92.94
140	E	Manager - Capital Projects	90,775.19	43.64	145,240.31	69.83
100	E	Operations Manager	62,000.68	29.81	99,201.08	47.69
70	NE	Executive Assistant	50,611.02	24.33	80,977.64	38.93
40	NE	Administrative Assistant	41,313.67	19.86	66,101.87	31.78
		Department: Community Development				
170	E	Director - Community Development	120,821.77	58.09	193,314.85	92.94
130	E	Principal Planner	82,522.90	39.67	132,036.64	63.48
70	NE	Code Compliance Officer	50,611.02	24.33	80,977.64	38.93
70	NE	Executive Assistant	50,611.02	24.33	80,977.64	38.93
40	NE	Community Development Technician	41,313.67	19.86	66,101.87	31.78
		Department: Special Events				
140	E	Director - Special Events	90,775.19	43.64	145,240.31	69.83
80	E	Recreation Supervisor	54,153.79	26.04	86,646.06	41.66
50	NE	Events Coordinator	44,205.63	21.25	70,729.00	34.00
		Department: Library				
150	E	Director - Library	99,852.71	48.01	159,764.33	76.81
130	E	Assistant Director - Library	82,522.90	39.67	132,036.64	63.48
80	E	Librarian	54,153.79	26.04	86,646.06	41.66
50	NE	Senior Library Assistant	44,205.63	21.25	70,729.00	34.00
10	NE	Library Assistant	33,724.26	16.21	53,958.82	25.94
606	NE	Library Assistant II	-	-	-	-
		Department: Marina				
110	E	Dockmaster	68,200.74	32.79	109,121.19	52.46
170	E	Director - Marina	120,821.77	58.09	193,314.85	92.94
		Department: CRA				
130	E	Community Redevelopment Administrator	\$82,522.90	\$39.67	\$132,036.64	\$63.48
120	E	Project/Marketing Coordinator	\$75,020.82	36.07	\$120,033.31	57.71
70	NE	Code Compliance Officer	50,611.02	24.33	80,977.64	38.93

375

TOWN OF LAKE PARK

POSITION TITLES AND PAY CODES

Item 19.

					MINIMUM FY2027		MAXIMUM FY2027	
					PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works								
40	NE	Facilities Maintenance Worker I	**		41,313.67	19.86	66,101.87	31.78
70	NE	Facilities Maintenance Worker II	**		50,611.02	24.33	80,977.64	38.93
90	NE	Foreman - General Infrastructure	**		57,944.56	27.86	92,711.29	44.57
90	NE	Foreman - Grounds Maintenance	**		57,944.56	27.86	92,711.29	44.57
90	NE	Foreman - Sanitation	**		57,944.56	27.86	92,711.29	44.57
90	NE	Foreman - Vehicle Maintenance	**		57,944.56	27.86	92,711.29	44.57
20	NE	Groundskeeper	**		36,084.96	17.35	57,735.94	27.76
40	NE	Groundskeeper, Lead	**		41,313.67	19.86	66,101.87	31.78
50	NE	Irrigation Technician	**		44,205.63	21.25	70,729.00	34.00
40	NE	Maintenance Worker	**		41,313.67	19.86	66,101.87	31.78
60	NE	Mechanic	**		47,300.02	22.74	75,680.03	36.38
30	NE	Sanitation Truck Operator Trainee	**		38,610.91	18.56	61,777.45	29.70
55	NE	Sanitation Truck Operator I	**		45,762.91	22.00	73,220.66	35.20
75	NE	Sanitation Truck Operator II	**		52,382.30	25.18	83,811.69	40.29
60	NE	Stormwater Infrastructure Manager	**		47,300.02	22.74	75,680.03	36.38
40	NE	Stormwater Technician I	**		41,313.67	19.86	66,101.87	31.78
60	NE	Stormwater Technician II	**		47,300.02	22.74	75,680.03	36.38
Department: Marina								
40	NE	Dock Attendant	**		41,313.67	19.86	66,101.87	31.78
40	NE	Marina Maintenance Worker	*		41,313.67	19.86	66,101.87	31.78

E = Exempt Position
 NE = Non-exempt Position
 ** = Bargaining Unit Position