



Lake Park Town Commission, Florida

Regular Commission Meeting

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

March 19, 2025 6:30 P.M.

Roger Michaud	—	Mayor
Kimberly Glas Castro	—	Vice Mayor
Michael Hensley	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
John Linden	—	Commissioner-Elect
Michael O'Rourke	—	Commissioner-Elect
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

RESOLUTION:

1. Resolution 08-03-25 - Accept Certified Election Results - March 11, 2025 General Municipal Election.

PROCLAMATIONS:

2. Proclamation Honoring Commissioner Mary Beth Taylor
3. Proclamation Honoring Vice-Mayor Kimberly Glas-Castro

SWEARING IN:

4. Town Commissioners' Swearing - In Ceremony

SELECTION OF A VICE MAYOR:

5. Selection of a Vice-Mayor.

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.

- [6.](#) March 5, 2025 Regular Commission Meeting Minutes
- [7.](#) Proclamation Commemorating Harry S. Kelsey, Founder of Kelsey City.
- [8.](#) Replacement Front End Loader Dumpster Purchase.
- [9.](#) Fiscal Year 2024 Lake Park CRA Annual Report – Accept & Submit to Appropriate and Required Taxing Authorities.
- [10.](#) Ratification of Insurance Settlement – Preferred Governmental Claims Solutions (Kelly).
- [11.](#) Approval to Terminate Current Town Pension Program - Proposed Termination Letter - Corebridge Financial Institutional Services.

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

- [12.](#) Ordinance 01-2025 - Authorizing Participation in the Florida Retirement System for All Town Employees - Effective July 1, 2025

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING THE FLORIDA RETIREMENT SYSTEM FOR GENERAL EMPLOYEES AND ELECTED OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.

NEW BUSINESS: NONE

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on April 2, 2025.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025
Originating Department: Town Clerk – Vivian Mendez
Resolution - Accept Certified Election Results - March 11, 2025
Agenda Title: General Municipal Election
Agenda Category (i.e., Consent, New Business, etc.): Special Presentation/Report
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: Resolution, Palm Beach County Supervisor of Elections Certified Election Results

Please initial one:

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

Summary Explanation/Background:

The Town of Lake Park conducted a municipal election to elect four (4) Commissioners on March 11, 2025. The voters of the Town of Lake Park elected the following candidates:

Michael Hensley	143 votes
Judith Thomas	120 votes
Michael O'Rourke	105 votes
John Linden	77 votes

The Town Commission is recommended to review and accept the election results from the March 11, 2025 General Municipal Election.

Recommended Motion:

I move to approve Resolution 08-03-25 and to accept the election results from the March 11, 2025 General Municipal Election.

RESOLUTION

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE MUNICIPAL ELECTION HELD ON MARCH 11, 2025 FOR FOUR COMMISSIONERS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Municipal Election for the office four Commissioners of the Town of Lake Park was held on Tuesday, March 11, 2025; and

WHEREAS, the duly appointed clerks, voting system technicians, inspectors, and deputies of the Town Election and Palm Beach County Canvassing Board have made their canvass of ballots as required by law; and

WHEREAS, the Town Commission has received the Election Board's report of the results from the Municipal Election.

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

Section 1: Upon canvass of the election returns as presented by the Election Board and as certified by the Town Clerk, the Town Commission hereby declares and accepts the Palm Beach County Supervisor of Election certification that a total of 531 electors voted and cast ballots in the Municipal Election held on March 19, 2024 as follows:

Commission:

Kimberly Glas-Castro	41
Michael Hensley	143
John Linden	77
Michael O'Rourke	105
Mary Beth Taylor	45
Judith Thomas	120

The Commission hereby declares that the candidate Michael Hensley; Judith Thomas; Michael O'Rourke; John Linden received the greatest number of votes in accordance with the provisions of the Town Charter, and are hereby declared elected to the Office of Commissioner of the Town of Lake Park.

Section 2. The foregoing tabulation of the votes cast is hereby accepted as the results of the Municipal Election.

Section 3. The Town Clerk is directed to send a certified copy of this Resolution to the Supervisor of Elections of Palm Beach County, and to post a copy for public notice and information at two prominent places within the Town, one of which shall be the entrance(s) of Town Hall.







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

☆ **Town Commission - Lake Park (Vote For 1)**

Participating Precincts Reporting: 4 / 4



Show Detailed View

Choice		Percent	Votes
Kimberly Glas-Castro		7.72%	41
Michael J. Hensley		26.93%	143
John L. Linden		14.50%	77
Michael O'Rourke		19.77%	105
Mary Beth Taylor		8.47%	45
Judith Thomas		22.60%	120
			531



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025
Originating Department: Town Clerk – Vivian Mendez
Agenda Title: Proclamation - Honoring Commissioner Mary Beth Taylor
Agenda Category (i.e., Consent, New Business, etc.): Presentation
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: Proclamation.

Please initial one:

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

Summary Explanation/Background:

The attached proclamation is being presented to Commissioner Mary Beth Taylor in honor of the years of dedicated service that she has provided to the Town of Lake Park as an elected official.

Recommended Motion:

No motion necessary.

**PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
IN HONOR OF MARY BETH TAYLOR**

WHEREAS, *Mary Beth Taylor* began her career with the Town of Lake Park when she was elected to serve as a Member of the Town Commission effective March 8, 2022; and

WHEREAS, on March 23, 2022, ***Mary Beth Taylor*** was sworn in as Commissioner of the Town of Lake Park, an office she has held continuously served with distinction, providing her perspective through the policymaking process; and

WHEREAS, *Mary Beth Taylor* has demonstrated her affection for the Town of Lake Park by always representing the Town with dignity, grace and humor; and

WHEREAS, *Mary Beth Taylor* has, throughout her time with the Town of Lake Park, demonstrated her commitment to the needs of the citizens and the future of the community; and

WHEREAS, *Mary Beth Taylor* was instrumental in establishing a Multicultural Festival in the Town of Lake Park to recognize the community's rich and varied cultural composition; and

WHEREAS, *Mary Beth Taylor* is held in high regard and is deeply respected and admired not only by her colleagues, but also by the Town staff and citizens and by all who have had the honor and privilege of knowing her; and

WHEREAS, the Town of Lake Park wishes to publicly recognize and honor ***Mary Beth Taylor*** for her contributions as a dedicated public official.

NOW, THEREFORE, on behalf of the citizens and Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly commend ***Mary Beth Taylor*** and express our gratitude for the service she has rendered to this community.

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 19th day of March, 2025.

BY:

Mayor Roger Michaud

ATTEST:

Town Clerk Vivian Mendez



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025
Originating Department: Town Clerk – Vivian Mendez
Agenda Title: Proclamation - Honoring Vice-Mayor Kimberly Glas-Castro
Agenda Category (i.e., Consent, New Business, etc.): Presentation
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: Proclamation.

Please initial one:

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

Summary Explanation/Background:

The attached proclamation is being presented to Vice-Mayor Kimberly Glas-Castro in honor of the years of dedicated service that she has provided to the Town of Lake Park as an elected official.

Recommended Motion:

No motion necessary.

**PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
IN HONOR OF KIMBERLY K. GLAS-CASTRO**

WHEREAS, Kimberly K. Glas-Castro began her career with the Town of Lake Park when she was elected to serve as a Member of the Town Commission effective March 12, 2013, where she has served with distinction ever since; and

WHEREAS, on March 20, 2013, Kimberly K. Glas-Castro was sworn in as Commissioner of the Town of Lake Park, and subsequently selected as Vice Mayor, an office she has held continuously since; and

WHEREAS, during her tenure, Kimberly K. Glas-Castro has not only provided leadership, knowledge and insight to the Town Commission, but has also deftly helped guide and support policymaking initiatives and actions of the Town Commission; and

WHEREAS, Kimberly K. Glas-Castro has demonstrated her dedication to the Town of Lake Park by serving as its voting delegate to the Palm Beach County League of Cities and always representing the Town with dignity, honor, respect and intelligence; and

WHEREAS, Kimberly K. Glas-Castro's dedication to the Town of Lake Park has been honored by the Florida League of Cities and where she has repeatedly been honored by the League as a Home Rule Hero; and

WHEREAS, Kimberly K. Glas-Castro has, throughout her time with the Town of Lake Park, supported improvement and development projects including, but not limited to, resurfacing Town tennis courts, restoring Kelsey Park, approval of Nautilus 220, development of the Northlake Boulevard Promenade Plaza, design and construction of the Southern Outfall Drainage Improvement, protection of the Lake Park Scrub Area parking, development of 10th Street business area, and more; and

WHEREAS, Kimberly K. Glas-Castro is held in high regard and is deeply respected and admired not only by her colleagues, but also by the Town staff and citizens and by all who have had the honor and privilege of knowing her; and

WHEREAS, the Town of Lake Park wishes to publicly recognize and honor **Kimberly K. Glas-Castro** for her contributions as a dedicated public official.

NOW, THEREFORE, on behalf of the Citizens and Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly commend **Kimberly K. Glas-Castro** and express our gratitude for the service she has rendered to this community.

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 19th day of March, 2025.

BY:

Mayor Roger Michaud

ATTEST:

Town Clerk Vivian Mendez



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025

Originating Department: Town Clerk – Vivian Mendez

Agenda Title: Swearing In Ceremony for Commissioners.

Agenda Category (i.e., Consent, New Business, etc.): Swearing-In Ceremony

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

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

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

Advertised:

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

Attachments: Oaths of Office

Please initial one:

_____ Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Clerk's Office will administer the Oath of Office to each Town Commissioner.

Recommended Motion:

No motion necessary.



OATH OF OFFICE For Commissioner Town of Lake Park

I, *Michael Hensley*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

Commissioner's Signature

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to, and subscribed before me, this ___ day of ___, 20___, by Michael Hensley, who is personally known to me and who has taken the oath (above).

**Notary Public -
Notary Public, State of Florida
Commission Number:
My commission expires:**



OATH OF OFFICE For Commissioner Town of Lake Park

I, Judith Thomas, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

Commissioner's Signature

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to, and subscribed before me, this ___ day of ____, 20__, by Judith Thomas, who is personally known to me and who has taken the oath (above).

**Notary Public -
Notary Public, State of Florida
Commission Number:
My commission expires:**



OATH OF OFFICE For Commissioner Town of Lake Park

I, *Michael O'Rourke*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

Commissioner's Signature

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to, and subscribed before me, this ___ day of ___, 20___, by Michael O'Rourke, who is personally known to me and who has taken the oath (above).

**Notary Public -
Notary Public, State of Florida
Commission Number:
My commission expires:**



OATH OF OFFICE For Commissioner Town of Lake Park

I, *John Linden*, a citizen of the State of Florida and the United States of America, and a resident of the Town of Lake Park, Florida, having been elected to the Office of **Commissioner**, and being a recipient of public funds as such elected official, do hereby solemnly swear or affirm that I am entitled to hold Office under the Constitution; that I will faithfully perform all of the duties of the Office that I am about to enter; and that I will support the Constitution and Laws of the United States, of the State of Florida, and of the Town of Lake Park, Florida.

Commissioner's Signature

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to, and subscribed before me, this ___ day of ____, 20__, by John Linden, who is personally known to me and who has taken the oath (above).

**Notary Public -
Notary Public, State of Florida
Commission Number:
My commission expires:**



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025

Originating Department: Town Clerk – Vivian Mendez

Agenda Title: Selection of a Vice-Mayor.

Agenda Category (i.e., Consent, New Business, etc.): Selection of a Vice-Mayor

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

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

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

Advertised:

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

Attachments: Town Code Article IX. Duties of Certain Town Officers.

Please initial one:

VM Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Lake Park Town Code states under **Article IX Duties of Certain Town Officers** in Section 1 – Duties of Certain Officers that “the Commission shall elect a vice-mayor who shall be Chairman pro tem, at their first organization meeting after each election ...”

The purpose of this agenda item is to comply with the Town Code’s provision that requires that the Commission select a Vice-Mayor for a term until the next Town election is held.

Recommended Motion: I move to nominate _____ as Vice-Mayor for a term until the next Town election is held.

Section 1. Duties of certain officers.

The Mayor is to be the permanent chairman of the Town Commission and the Commissioners shall elect a vice-mayor who shall be Chairman pro tem, at their first organizational meeting after each election and who will preside and act as Mayor in the absence or disability of the Mayor. The Mayor shall sign all checks, deeds, negotiable notes and bonds, evidences of indebtedness or other instruments in writing to which the Town shall be a party when authorized to do so by the Town Commission, and he shall be ex officio a[sic] Commissioner and shall have a voice and vote in the proceedings of the Commission.

Editor's note(s)—Portions of this section were deleted as necessary to reflect the fact that the mayor-commission plan was not implemented; see editor's note to article III heading. In addition, certain grammatical changes were made, at the request of the town attorney, for purposes of clarity.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025

Originating Department: Clerk's Office

Agenda Title: March 5, 2025 Regular Commission Meeting Minutes

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

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

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

Advertised:

Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibits A & B, Comment Cards

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Summary Explanation/Background:

Recommended Motion:

I move to approve the March 5, 2025 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

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

Wednesday March 05, 2025 6:30 pm

Roger Michaud	—	Mayor
Kimberly Glas Castro	—	Vice Mayor
Michael Hensley	—	Commissioner
Mary Beth Taylor	—	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

6:33 P.M.

PRESENT

Mayor Roger Michaud

Vice-Mayor Kimberly Glas-Castro

Commissioner Mary-Beth Taylor

Commissioner Judith Thomas

Commissioner Michael Hensley

PLEDGE OF ALLEGIANCE

Mayor Roger Michaud led the Pledge.

SPECIAL PRESENTATION/REPORT:

1. Proclamation - In Honor of Kimberly Rowley

Mayor Michaud presented the Community Development Department with a proclamation for Kimberly Rowley.

Community Development Director Nadia DiTommaso spoke of the 18-years she worked with Ms. Rowley. She spoke about what a dedicated employee Ms. Rowley was and she always went above and beyond every single day. Community Development Director DiTommaso stated she will miss her friend and wishes her the very best.

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.

James Sullivan -spoke in place of his wife Iris and referenced an email that was sent to staff and the Commission.

Katia Zhestkova - expressed concerns with the zoning on 10th Street and Park Avenue. She provided a petition to the Town signed by residents in opposition of the 12 story building that is planned for the area. (Attached to comments as Exhibit A).

Kervens Jean-Baptiste expressed concerns with the large development on 10th Street and Park Avenue.

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.

Motion to approve the Consent Agenda made by Commissioner Thomas, Seconded by Commissioner Hensley.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor, Commissioner Thomas, Commissioner Hensley.

2. February 19, 2025 Regular Commission Meeting Minutes
3. Proclamation - Let's Move Palm Beach County.
4. Proclamation - March 2025 Florida Bicycle Month
5. Ratification of Insurance Settlement - Florida Municipal Insurance Trust (FMIT) (Davis).
6. Re-appointment of Evelyn Harris Clark to the Planning & Zoning Board
7. Re-appointment of Patricia Leduc to the Planning & Zoning Board
8. Re-appointment of Richard Ahrens to the Planning & Zoning Board.
9. Request to Authorize the Town Manager to Spend Budgeted Funds for the Red, White & Blue Sunset Celebration Fireworks Display

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

10. Ordinance 01-2025 - Authorizing Participation in the Florida Retirement System (FRS) for All Town Employees - Effective July 1, 2025.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING THE FLORIDA RETIREMENT SYSTEM FOR GENERAL EMPLOYEES AND ELECTED OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Reade explained the item via exhibit "B".

Commissioner Hensley supported the switch to the Florida Retirement System (FRS).

Commissioner Thomas stated that while the costs to the Town would not be decreased with FRS, it would enable the Town to attract better talent to the Town. She stated she is in favor of the Ordinance and the benefit to Town employees.

Commissioner Taylor spoke in favor of FRS.

Vice-Mayor Glas-Castro had no questions since it had already been discussed as a part of the Collective Bargaining Agreement.

Mayor Michaud stated he supports FRS for the Town.

Motion to approve Ordinance 01-2025 on first reading made by Commissioner Hensley,
Seconded by Commissioner Taylor.

Voting Yea: Mayor Michaud, Vice-Mayor Glas-Castro, Commissioner Taylor,
Commissioner Thomas, Commissioner Hensley.

Town Attorney Baird read the Ordinance by title only.

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

OLD BUSINESS: NONE

NEW BUSINESS: NONE

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird spoke about the proposal received for purchase of the 800 building. He stated that the bond restrictions on the property are no longer in place and the Town may consider other proposals. Vice-Mayor Glas-Castro spoke about other concerns that would need to be figured out such as the logistics and costs associated with losing that public space. Town Attorney Baird stated that the proposal received would be brought before the Commission for their consideration. Town Attorney Baird spoke about the retainer of \$50,000 for Kimley-Horn to look at the density, traffic, and other impacts from development downtown. The contract will be brought back at the next meeting for consideration. The Commission agreed to this. Town Attorney Baird stated that the owner of 754 building is moving forward, but if the owner does not move forward he would like to proceed with legal action. Town Attorney Baird spoke about litigation regarding the leasing of an accessory dwelling unit (ADU). He stated that an agreement was made allowing the owner to lease both the house and the ADU according to Town code. Commissioner Thomas had question about damages. Town Attorney Baird stated there are no damages that are a part of the agreement.

Vice-Mayor Glas-Castro made a motion to approve the settlement agreement and authorize the Mayor to sign. Seconded by Commissioner Taylor. Voting Aye: All.

Town Manager Reade thanked the Town Attorney and the Community Development Director for working with the potential planning consultant. He provided information for an upcoming Request

for Proposals for Bert Bostrom Park. Town Manager Reade announced the Rust Market on Saturday March 15th, spoke about Library programs available to the public and about Town hosted Bicycle Tour on March 22nd. Town Manager Reade requested consensus for proclamations for Library week, Library Worker's Day and also for Gopher Tortoise Day. The Commission agreed to all of the proclamation requests. Town Manager Reade spoke about the fill that is being offered and stated that the Town is not in need of the fill at this time and a letter will be sent out. Town Manager Reade stated the permit for the 754 Park Avenue building was applied for. Community Development Director Nadia DiTommaso stated that the permit is under review. Town Manager Reade stated that the owner will make an appearance at a future meeting. Town Clerk Mendez provided information about the upcoming election on Tuesday March 11th. Town Manager Reade asked the Commission to review the proposed budget calendar at their leisure. He stated they would like to hold budget hearings in September.

Commissioner Hensley stated he spoke with the Town Manager about Hurricane Milton reimbursements.

The Commission discussed the fun and antics from last Friday's event.

Commissioner Thomas spoke about how much she appreciates her fellow Commissioners. She also spoke about some errors she found on the Ordinance but did not specify the errors.

Vice-Mayor Glas-Castro asked Palm Beach County Sheriff's Office (PBSO) Captain Thibodeau to provide the Commission with a report regarding the additional staff that were approved in the last budget. Captain Thibodeau provided a verbal report to the Commission. He stated the persons crimes had decreased in 2024. He stated that business burglaries increased and they are working on an action plan for that. The additional staff will help free up deputies for this. The new Community Service Aid processed 100 traffic accidents, has written over 60 citations, red tagged semi-trucks parked improperly, stands in for crossing guards, delivers confiscated driver's licenses and license plates, and transports recovered bicycles. Captain Thibodeau stated that out of the 23 business burglaries, they were able to make 16 arrests. He spoke about the ShotSpotter program and how effective it has been. Commissioner Thomas thanked the Captain for their follow through on a case.

Commissioner Thomas asked if staff could follow up on 1100 2nd Street.

Vice-Mayor Glas-Castro thanked staff for a great Sunset Celebration.

Commissioner Taylor hopes the Commission will keep the good spirit they have.

Mayor Michaud also stated the Sunset Celebration was a great night and was very well attended. He also thanked Ms. Patricia Leduc for taking him on a tour of the Lake Park scrub area. He stated he was shocked to see how clean and beautiful the area is. The Mayor welcomed back Adam Pozsonyi to Lake Park. Mayor Michaud stated County Administrator Baker is retiring soon and he would like to do a proclamation for her service to Lake Park. The Commission agreed to this and would like to present it together at a County meeting.

REQUEST FOR FUTURE AGENDA ITEMS: NONE

ADJOURNMENT:

Motion to adjourn made by Vice-Mayor Glas-Castro. Seconded by Commissioner Taylor.

Voting Aye: All.

Meeting adjourned 7:43 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on March 19, 2025.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2025

PETITION TO THE CITY COUNCIL OF Lake Park, Florida

Opposing High-Rise Construction on 10th and Park Ave. and Requesting a Height Limit of Six Stories in Downtown area.

We, the undersigned residents of Lake Park, Florida strongly oppose the proposed high-rise development at 10th Street and Park Avenue and urge the City Council to protect our community by changing the zoning to a maximum building height of six stories in the Downtown area of Lake Park.

Reasons for Opposition:

1. Loss of Privacy & Neighborhood Integrity:

- The proposed 16-story high-rise buildings will directly overlook single-family homes, creating a severe invasion of privacy for homeowners.
- A height limit of up to six stories would provide a more balanced development while maintaining privacy.

2. Decline in Property Values:

- Single-family homes will become less desirable due to high-rise congestion, reducing home values.
- High-rise developments reduce privacy, block sunlight, increase noise pollution, and create aesthetic mismatches, all of which lower property values.
- Studies show that single-family homes located near high-density apartment complexes appreciate slower and often lose 10-20% of their value compared to those in low-density neighborhoods.

3. Traffic Overload & Infrastructure Strain

The proposed high-rises with 595 units will generate between 3,570 and 5,950 additional vehicle trips per day, adding approximately 900 to 1,200 new cars to the area.

Severe congestion will occur on 10th Street and Park Avenue, leading to:

- Longer commute times and traffic bottlenecks.
Increased cut-through traffic in single-family neighborhoods.
- Emergency response times (fire, police, and medical services) will be negatively impacted, potentially endangering lives.
- Road conditions will deteriorate faster, requiring costly repairs due to higher traffic loads.
- The existing infrastructure, including roads and public transit, is not equipped to handle the additional burden.

4. Parking Shortage and Neighborhood Overflow

The new development includes only 728 parking spaces for 595 units, which is insufficient.

- A well-planned development should provide 900-1,200 spaces to accommodate residents, visitors, and service vehicles.

The shortage of 172-472 parking spaces will lead to:

- Residents parking in surrounding neighborhoods, blocking driveways, fire hydrants, and sidewalks.
- Increased traffic hazards, making our streets unsafe for pedestrians, cyclists, and children at play.
- Emergency vehicle access issues, endangering residents.
- Overflow from delivery vehicles, service workers, and visitors, further clogging nearby streets.
- Increased potential for crime, as poorly lit overflow parking areas attract vehicle break-ins and vandalism.

5. Destruction of the Town's Historic Character & Decline in Family Appeal

Overly tall buildings will dominate the skyline, overshadowing the rich history and architectural heritage that defines our town and making it less attractive for families seeking a peaceful, close-knit community. Lake Park has long been celebrated for its historic character, small-town charm, and unique sense of place, all of which are at risk of being permanently altered by this development. The loss of this small-town feel may deter families from moving to the area, reducing long-term community investment and shifting the neighborhood demographic toward transient renters rather than long-term homeowners.

6. Potential for Neglect and Mismanagement

- The Forest Development group that is offering to build this project does not have the experience building and managing projects of this magnitude. They have never managed a property of almost 600 units, and they do not have any rental projects this big or even close in Florida. **The lack of experience significantly raises the risk of future mismanagement.**
- The addition of almost 600 rental units will alter the town's demographic balance, increasing transient populations and reducing long-term homeownership. This shift could lead to a weakened sense of community, decreased investment in local businesses, and a potential rise in crime rates due to a lack of stable, vested residents.
- Many high-rises start as luxury apartments but decline over time if maintenance and funding issues arise.
When high-rises turn into lower-quality rentals, it often leads to:
 - Higher tenant turnover and fewer long-term residents.
 - More transient populations, reducing community stability.
 - Increased crime rates if buildings are not properly managed.

Our Request to the City Council:

1. We request the City Council to amend zoning regulations to cap building heights at six stories (including the garage and commercial areas) in the Downtown of Lake Park.

This compromise allows for reasonable growth while protecting the community's quality of life.

2. Reject the current proposal of Residence on 10th and Park Ave. unless it is modified to meet a six-story height limit.

3. Require a full traffic impact study before approving any large-scale development.

We call on the City Council to listen to the voices of residents and take immediate action to protect our community.

[Start a petition](#)

change.org

[Start a petition](#) Item 6.

Congratulations on starting your petition.
Take steps to strengthen it.

Petition Strength

9

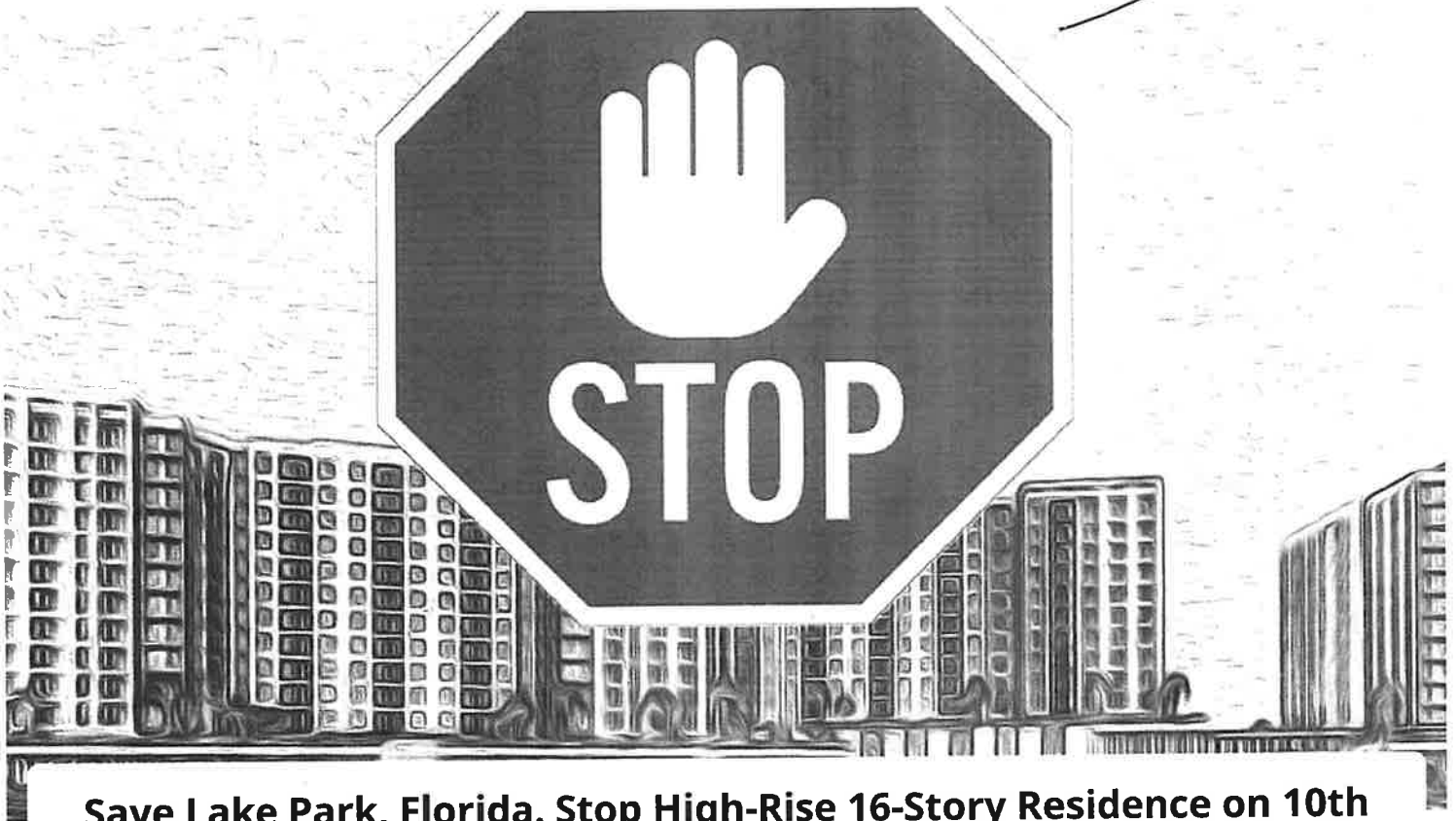
Good

Start an image test

Upload a few images and we'll find the one driving the most signatures.

[Start Smart Image test](#)

*Petition is
On going*



Save Lake Park, Florida. Stop High-Rise 16-Story Residence on 10th

[Share this petition](#)

151

Verified signatures ▾

fredrick frumenty fredrick frumenty • 1 hour ago

Mitch Hutchinson • 2 hours ago

John F Meskiel • 2 hours ago

Monics Morris • 22 hours ago

Ver

[Decision Makers: Lake Park Council +1](#)[2 Updates](#)

The Issue

It's time for homeowners to act before it's too late! Let's save our town!

petition_signatures_jobs_490442055_20250305194405

Name	State	Country	Signed On
katia zhestkova	FL	United States	2025-02-27
Matthew Ross	FL	United States	2025-02-27
Leonid Davidovich	OH	United States	2025-02-27
Richard Marqua	CT	United States	2025-02-27
Savannah Carr	FL	United States	2025-02-27
N Wat	FL	United States	2025-02-27
Yuri Shur	FL	United States	2025-02-27
Timothy Toomey	FL	United States	2025-02-27
Andrea Ortega	FL	United States	2025-02-27
Katharine Flanagan	FL	United States	2025-02-27
Scott Boller	FL	United States	2025-02-27
Charlie Scott	FL	United States	2025-02-27
Mandi Self	FL	United States	2025-02-27
Ellen Avola	FL	United States	2025-02-28
Nancy Lubersisse	TX	United States	2025-02-28
Gloria Madison	FL	United States	2025-02-28
Nicholas Davidovich	FL	United States	2025-02-28
Alexandra Moss	FL	United States	2025-02-28
Bill Ortlip	FL	United States	2025-02-28
Barbara canipe	FL	United States	2025-02-28
Nega Getachew	VA	United States	2025-02-28
Kathy Soufis	FL	United States	2025-02-28
Paul English	FL	United States	2025-02-28
Dudlynn Fleurant	FL	United States	2025-02-28
Kayla Green	FL	United States	2025-02-28
Joanne Frazzini	FL	United States	2025-02-28
Cynthia J Krantz	FL	United States	2025-02-28
susan roberts		United States	2025-02-28
Rita Young	FL	United States	2025-02-28

Adam Alcover	FL	United States	2025-02-28
Jennifer Ellis	FL	United States	2025-02-28
Candy Baublitz	FL	United States	2025-02-28
Brenda Choi	NV	United States	2025-02-28
Robert Katz	FL	United States	2025-02-28
Elizabeth Drew	FL	United States	2025-02-28
cecil slayton	FL	United States	2025-02-28
Lisa Connell	FL	United States	2025-03-01
Jeff Murray	FL	United States	2025-03-01
Joanne Ramsey	FL	United States	2025-03-01
Kaylee Eickhoff	FL	United States	2025-03-01
Joshua Wible	FL	United States	2025-03-01
Grisel Rosario	FL	United States	2025-03-01
Andrea Harrison	FL	United States	2025-03-01
Jesse Prinzing	FL	United States	2025-03-01
Steven Hamilton	FL	United States	2025-03-01
Thomas Gidus	FL	United States	2025-03-01
Ralph Moscoso	FL	United States	2025-03-01
Manuel Cacdac	FL	United States	2025-03-01
Alison Frances	FL	United States	2025-03-01
Lisa Gallagher	FL	United States	2025-03-01
Bobbie Jo Smith	FL	United States	2025-03-01
Lisa Wilson	FL	United States	2025-03-01
Rita Budnyk	FL	United States	2025-03-01
Michael Steinhauer	FL	United States	2025-03-01
Donnally castillo	FL	United States	2025-03-01
Mary Miller	FL	United States	2025-03-01
Samantha Martino	FL	United States	2025-03-01
Kristen Sebris	FL	United States	2025-03-01
Samantha Southwood	FL	United States	2025-03-01
Vicki Comstock	FL	United States	2025-03-01
gail Stern	FL	United States	2025-03-01

Zhao Guo	FL	United States	2025-03-01
Sodna Paul	FL	United States	2025-03-01
Kirstyn Marozzi	FL	United States	2025-03-01
Patti Tate-Stoutt	FL	United States	2025-03-02
Sarah Dingle	FL	United States	2025-03-02
Christa C	FL	United States	2025-03-02
BETTY COOK	FL	United States	2025-03-02
Margo Kameron	FL	United States	2025-03-02
Panela Chanitz	FL	United States	2025-03-02
Doug Walker	FL	United States	2025-03-02
Pablo Perhacs	FL	United States	2025-03-02
Andrew Floyd	OH	United States	2025-03-02
Laura Davison	FL	United States	2025-03-02
Isis Caro	FL	United States	2025-03-02
jeff struble	FL	United States	2025-03-02
DARREN THIRBENNY	FL	United States	2025-03-02
Silvanucci Orienture	FL	United States	2025-03-02
kendra zellner	FL	United States	2025-03-02
Liz Detter	FL	United States	2025-03-02
Alexandra Witt	FL	United States	2025-03-02
Angie Wegner	FL	United States	2025-03-02
Patricia Roche	FL	United States	2025-03-03
Rebekah Faivus	FL	United States	2025-03-03
Erin Nysse	FL	United States	2025-03-03
Rosemary Sharkey	FL	United States	2025-03-03
Lindsey Kane	FL	United States	2025-03-03
Amanda Rogers	FL	United States	2025-03-03
Ana Brandes	FL	United States	2025-03-03
Taura Wible	FL	United States	2025-03-03
Daniel Hudspeth	FL	United States	2025-03-03
Kittrin Fralc	FL	United States	2025-03-03
Amanda Tice	FL	United States	2025-03-03

Steve Finneran	FL	United States	2025-03-04
Lynne Robertson	FL	United States	2025-03-04
Gina Kinsey	FL	United States	2025-03-04
Lauren Mundy	FL	United States	2025-03-04
Veronica Peralta	FL	United States	2025-03-04
James Forero	FL	United States	2025-03-04
Audrey Ruival	FL	United States	2025-03-04
Monica Morris	FL	United States	2025-03-04
Jenny Thompson	CA	United States	2025-03-04
Randi Justin	FL	United States	2025-03-04
Lily Love	FL	United States	2025-03-04
Stephanie Powell	FL	United States	2025-03-04
Michelle Inman	FL	United States	2025-03-05
Ashley Armstrong	NC	United States	2025-03-05
Ольга Пенькова		United States	2025-03-05
Matthew Lamy	FL	United States	2025-03-05
Briana Storvis	FL	United States	2025-03-05
Jonisha Griffin	FL	United States	2025-03-05
The Honest Leaf Show	FL	United States	2025-03-05
Jennifer Strand	FL	United States	2025-03-05
Yagnesh Patel	MA	United States	2025-03-05
Jody Louls	FL	United States	2025-03-05
John F Meskiel	FL	United States	2025-03-05
Mitch Hutchinson	FL	United States	2025-03-05
FREDRICK FRUMENTI	FL	United States	2025-03-05

James Frank	FL	United States	2025-03-03
Kristina Neitzel	NC	United States	2025-03-03
Veronika Walters	FL	United States	2025-03-03
Sergio Pesce	FL	United States	2025-03-03
Brendan Emmons	FL	United States	2025-03-03
Jennifer Dorsett	FL	United States	2025-03-03
Aubrey Dodson	FL	United States	2025-03-03
Caryl Shipp	FL	United States	2025-03-03
Maria Belanger	FL	United States	2025-03-03
Maxine Viravong	FL	United States	2025-03-03
John Wilde	FL	United States	2025-03-03
Lisa Sheriff	FL	United States	2025-03-03
Rosalia Fernandez Gruca	FL	United States	2025-03-03
Christine Kahant	FL	United States	2025-03-03
Eileen Chapman	FL	United States	2025-03-03
Andrea Wiles	FL	United States	2025-03-03
Kevin Nelson	FL	United States	2025-03-03
Yesenia Gonzalez	FL	United States	2025-03-03
Romy Cruz	FL	United States	2025-03-03
Stephanie Perrone	FL	United States	2025-03-03
Jessica Buttaravoli	FL	United States	2025-03-03
David Ochoa	FL	United States	2025-03-03
Alphonse Etienne	FL	United States	2025-03-03
Dennis Rodriguez	FL	United States	2025-03-03
corey riccardi	FL	United States	2025-03-04
Sharon Sheely	FL	United States	2025-03-04
Ashley Butler	FL	United States	2025-03-04
Michael Donahue	FL	United States	2025-03-04
Kimberly Nares	FL	United States	2025-03-04
Eileen Mary Roy	FL	United States	2025-03-04
Augusta Howells	FL	United States	2025-03-04
Renee Michaelis	FL	United States	2025-03-04

Name

Address

Signature

Kervens J. Baptiste	592 N. Redwood Dr. Lake Park FL 33403	Kervens J. Baptiste
Naama Jean-Baptiste	592 N Redwood Dr Lake Park FL, 33403.	Naama JB
Sindy Southammarong	556 E. Redwood Dr Lake Park, FL 33403	Sindy Southammarong
Terrell Getfrand	503 E Redwood Dr, Lake Park, FL 33403	Terrell Getfrand
Marie Getfrand	503 E Redwood Dr. Lake Park, FL 33403	Marie Getfrand
Lydie Getfrand	503 E Redwood Dr, Lake Park FL 33403	Lydie Getfrand
Midline Getfrand	503 East Redwood Drive, LP, FL 33403	Midline Getfrand
Pirochevelon	1026 7th St 7th Lake Park	Pirochevelon
Laventure Sony	1026 7th St	Laventure Sony
ERmicer Dorine	840 West Ilex Dr. Lake Park FL 33403	ERmicer Dorine
Berisnor Baptiste	805 W. Jasmine Dr FL 33403	Berisnor Baptiste
Marco Chock	733 W. Jasmine Dr Lake Park FL 33403	Marco Chock

Name

Address

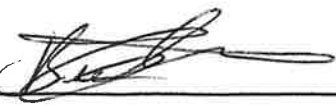


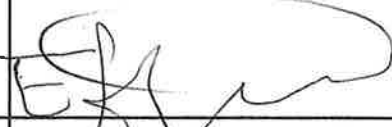




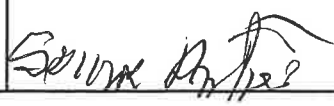
Signature

Oziana Daniel	509 E Redwood Dr LAKE PARK FL 33403	Oziana Daniel
Arhemie Jean Francois	509 E Redwood Dr. Lake Park, FL 33403	Arhemie
Denise Stoubert	322 Cypress Dr LAKE PARK FL 33403	
Erns Jean-Baptiste	322 Cypress Dr Lake Park FL 33403	
Cathy Woodbury	538 Date Palm Lake Park 33403	Cathy Woodbury
Adam Taylor	538 Date Palm Lake Park 33403	Adam Taylor
FION CE JEAN	808 Hawthorne	Fion Ce Jean
Iles Jean	808 Hawthorne	Iles Jean
ANGELA JEAN	808 Hawthorne	Angela Jean
ESDRAS S. DRAS	Lake Park, FL 33403 1015 7th Street	Esdras
Lojimo MARC	616 Lake Park FL 33403	Lojimo
EMANUELE ANTONIO MARC	616 Lake Park FL 33403	Emanuele

Name

Address

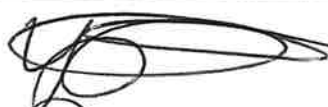

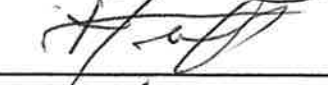




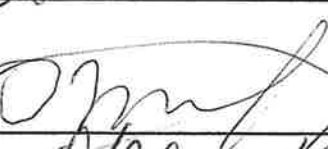
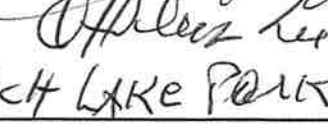

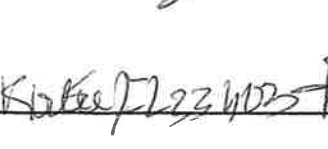

Signature

Bulaine Baptiste	520 Bayberry Dr	
544 Date Palm Dr	Senat	Senat
GE NEI HENRY	307 E. Kalmia ^{DR}	Genf Henz
JO ZETTE HENRY	307 E. Kalmia ^{DR}	JO ZETTE HENRY
HEROLD B-	740 PARK AVE	
KENTZ CIGERON	428 Australian Circle	
ELIPHOINE ^{GEFFRAUD}	644 EVERGREEN	
Junie ^{GEFFRAUD}	615 Hawthorne ^{DR}	
RIZMENE VINCENT	355 E JASMINE DR	
JEAN BAPTISTE VINCENT	355 E JASMINE	
SAINT MIEL	615 Hawthorne ^{DR}	
ANTOINE SAUVAGE	734 DATE PALM DRIVE	

Name

Address

Signature

Yardine chocetene	733 W Jasmine dr Lake Park, FL 33403	
Paulonne Choceta	733 W Jasmine DR, LAKE PARK FL 33403	
Livance Flerja	LAKE P 420 9th st	
Julienne	420 9th st	
Willm/Daniel	509 E Redwood Dr	
Isenmary In Francisco	509 E Redwood DR	
Jean Casimir	936 Forestaria Dr	
Oliver metap	631 Hawthorne	
Luckna Otley	423 Silver Bch LAKE PARK	
Germite Pierre	628 W Riley DR	
RAYMOND Louis-Jean	644 DIAPOLMAR DR Lake Park FL 33403	
TERA LEMEDOM	145 Cypress Dr LAKE PARK	





We call on the City Council to listen to the voices of residents and take immediate action to protect our community.

Item 6.

Name

Address

Signature

Amide Jean Baptiste	551 Sabal Palm Dr Lake Park FL 33403	
Sylamisa Jean Baptiste	592 W Redwood Dr Lake Park, FL 33403	
CHARISNE Jean-Baptiste	551 Sabal Palm Dr, Lake Park FL 33403	
Eugene Lemon	336 E Flex Lake	



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 5, 2025

Originating Department: Human Resources

Agenda Title: Ordinance 01-2025 - Authorizing Participation in the Florida Retirement System (FRS) for All Town Employees - Effective July 1, 2025.

Agenda Category: Ordinance on First Reading.

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

Cost of Item: \$80,028 **Funding Source:** Please see funds listed below*

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

Advertised:

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

Attachments: Copy of Ordinance and Timeline for Entering Florida Retirement System and Leaving Corebridge

Please initial one:

BMT Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

Within the approved FY 2025 Budget, the Town Commission approved funding to participate/join in the Florida Retirement System (FRS), which is administered through the Florida Department of Management Services (FDMS). If approved, all Town employees and elected officials would begin to participate beginning on July 1, 2025.

The proposed pension plan is offered by the state of Florida and numerous counties, municipalities, school districts, state agencies and other eligible organizations participate in the FRS pension program as an opportunity to bring in the best possible candidates to serve in positions within the organizations as well as to assist in retaining employees. It is expected that this program will immediately assist with the various position openings that the Town maintains as well as an opportunity to retain our employees who maintain incredible knowledge and commitment in growing and supporting our community.

Note: Within the approved the Collective Bargaining Agreement (CBA) between the Town and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO) on November 20, 2024, the Town and the AFL-CIO agreed to move all bargaining unit members into the proposed FRS plan

Funding is included within the approved FY 2025 Budget to enable the Town to begin to participate in the proposed FRS pension program. Initial funding to support this change in employee benefits is expected to include:

- General Fund - \$58,720
- Community Redevelopment Agency - \$3,108
- Streets and Roads - \$1,105
- Stormwater - \$3,192
- Sanitation - \$7,320
- Marina - \$6,583

If approved on first reading, the proposed Ordinance will be presented to the Town Commission for second and final reading on March 19, 2025. Staff will immediately transmit the approved Ordinance to the FDMS – Division of Retirement and provide all requisite documentation to the FDMS – Division of Retirement to complete the initial participation process to ensure that the Town is eligible to participate in the new FRS pension program on or as close to July 1, 2025.

Further, if approved, the Town would immediately proceed with closing out (terminate) its current Town-sponsored employee pension program (Corebridge Retirement Plan), which consists of a 401(a) pension plan and a 457(b) deferred compensation plan. A proposed Letter of Intent to Terminate the current Corebridge retirement plan and an amendment of the Corebridge plan documents is expected to be provided to the Town Commission for consideration during the March 19, 2025, Town Commission meeting.

Finally, the Town's HR Department will lead/offer various employee outreach and education trainings to ensure that our current staff are fully apprised of all opportunities and resources that are offered within the new, proposed FRS pension program.

All proposed FRS participation costs, if approved, will be included within the proposed FY 2026 Budget for consideration by the Town Commission.

The proposed Ordinance was prepared by the Florida Department of Management Services – Division of Retirement and reviewed by the Assistant Town Manager/HR Director and the Interim Finance Director.

The Town has received information from a number of external agencies as well as current staff (along with the recommendation and agreement from the AFL-CIO) that this proposed employee pension benefit would contribute to improving the ability of the Town to recruit and retain employees.

Recommended Motion:

I move to approve Ordinance 01-2025 - Authorizing Participation in the Florida Retirement System (FRS) for All Town Employees - Effective July 1, 2025.



Town of Lake Park
PUBLIC COMMENT CARD

Item 6.

CIVILITY AND DECORUM

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

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

Meeting Date 03/05/2025

Cards must be submitted before the item is discussed!!

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

Name: MRS SULLIVAN

Address: 348 FAARLER BLVD

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

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

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

ON-HAND OUT ON MANY ITEMS TO

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



Town of Lake Park
PUBLIC COMMENT CARD

Item 6.

CIVILITY AND DECORUM

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

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

Meeting Date March 5, 2025

Cards must be submitted before the item is discussed!!

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

Name: Katia Zhestkova (Zhestkova)
Address: 1618 7th Street

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

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

New development + zoning

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

zoning change Downtown

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.

PETITION TO THE CITY COUNCIL OF Lake Park, Florida

Opposing High-Rise Construction on 10th and Park Ave. and Requesting a Height Limit of Six Stories in Downtown area.

We, the undersigned residents of Lake Park, Florida strongly oppose the proposed high-rise development at 10th Street and Park Avenue and urge the City Council to protect our community by changing the zoning to a maximum building height of six stories in the Downtown area of Lake Park.

Reasons for Opposition:

1. Loss of Privacy & Neighborhood Integrity:

- The proposed 16-story high-rise buildings will directly overlook single-family homes, creating a severe invasion of privacy for homeowners.
- A height limit of up to six stories would provide a more balanced development while maintaining privacy.

2. Decline in Property Values:

- Single-family homes will become less desirable due to high-rise congestion, reducing home values.
- High-rise developments reduce privacy, block sunlight, increase noise pollution, and create aesthetic mismatches, all of which lower property values.
- Studies show that single-family homes located near high-density apartment complexes appreciate slower and often lose 10-20% of their value compared to those in low-density neighborhoods.

3. Traffic Overload & Infrastructure Strain

The proposed high-rises with 595 units will generate between 3,570 and 5,950 additional vehicle trips per day, adding approximately 900 to 1,200 new cars to the area.

Severe congestion will occur on 10th Street and Park Avenue, leading to:

- Longer commute times and traffic bottlenecks.
Increased cut-through traffic in single-family neighborhoods.
- Emergency response times (fire, police, and medical services) will be negatively impacted, potentially endangering lives.
- Road conditions will deteriorate faster, requiring costly repairs due to higher traffic loads.
- The existing infrastructure, including roads and public transit, is not equipped to handle the additional burden.

4. Parking Shortage and Neighborhood Overflow

The new development includes only 728 parking spaces for 595 units, which is insufficient.

- A well-planned development should provide 900-1,200 spaces to accommodate residents, visitors, and service vehicles.

The shortage of 172-472 parking spaces will lead to:

- Residents parking in surrounding neighborhoods, blocking driveways, fire hydrants, and sidewalks.
- Increased traffic hazards, making our streets unsafe for pedestrians, cyclists, and children at play.
- Emergency vehicle access issues, endangering residents.
- Overflow from delivery vehicles, service workers, and visitors, further clogging nearby streets.
- Increased potential for crime, as poorly lit overflow parking areas attract vehicle break-ins and vandalism.

5. Destruction of the Town's Historic Character & Decline in Family Appeal

Overly tall buildings will dominate the skyline, overshadowing the rich history and architectural heritage that defines our town and making it less attractive for families seeking a peaceful, close-knit community. Lake Park has long been celebrated for its historic character, small-town charm, and unique sense of place, all of which are at risk of being permanently altered by this development. The loss of this small-town feel may deter families from moving to the area, reducing long-term community investment and shifting the neighborhood demographic toward transient renters rather than long-term homeowners.

6. Potential for Neglect and Mismanagement

- The Forest Development group that is offering to build this project does not have the experience building and managing projects of this magnitude. They have never managed a property of almost 600 units, and they do not have any rental projects this big or even close in Florida. **The lack of experience significantly raises the risk of future mismanagement.**
- The addition of almost 600 rental units will alter the town's demographic balance, increasing transient populations and reducing long-term homeownership. This shift could lead to a weakened sense of community, decreased investment in local businesses, and a potential rise in crime rates due to a lack of stable, vested residents.
- Many high-rises start as luxury apartments but decline over time if maintenance and funding issues arise.
When high-rises turn into lower-quality rentals, it often leads to:
 - Higher tenant turnover and fewer long-term residents.
 - More transient populations, reducing community stability.
 - Increased crime rates if buildings are not properly managed.

Our Request to the City Council:

1. We request the City Council to amend zoning regulations to cap building heights at six stories (including the garage and commercial areas) in the Downtown of Lake Park.

This compromise allows for reasonable growth while protecting the community's quality of life.

2. Reject the current proposal of Residence on 10th and Park Ave. unless it is modified to meet a six-story height limit.

3. Require a full traffic impact study before approving any large-scale development.

We call on the City Council to listen to the voices of residents and take immediate action to protect our community.



Start a petition

change.org

Start a

Item 6.

Congratulations on starting your petition!
Take steps to strengthen it.

Petition Strength

9

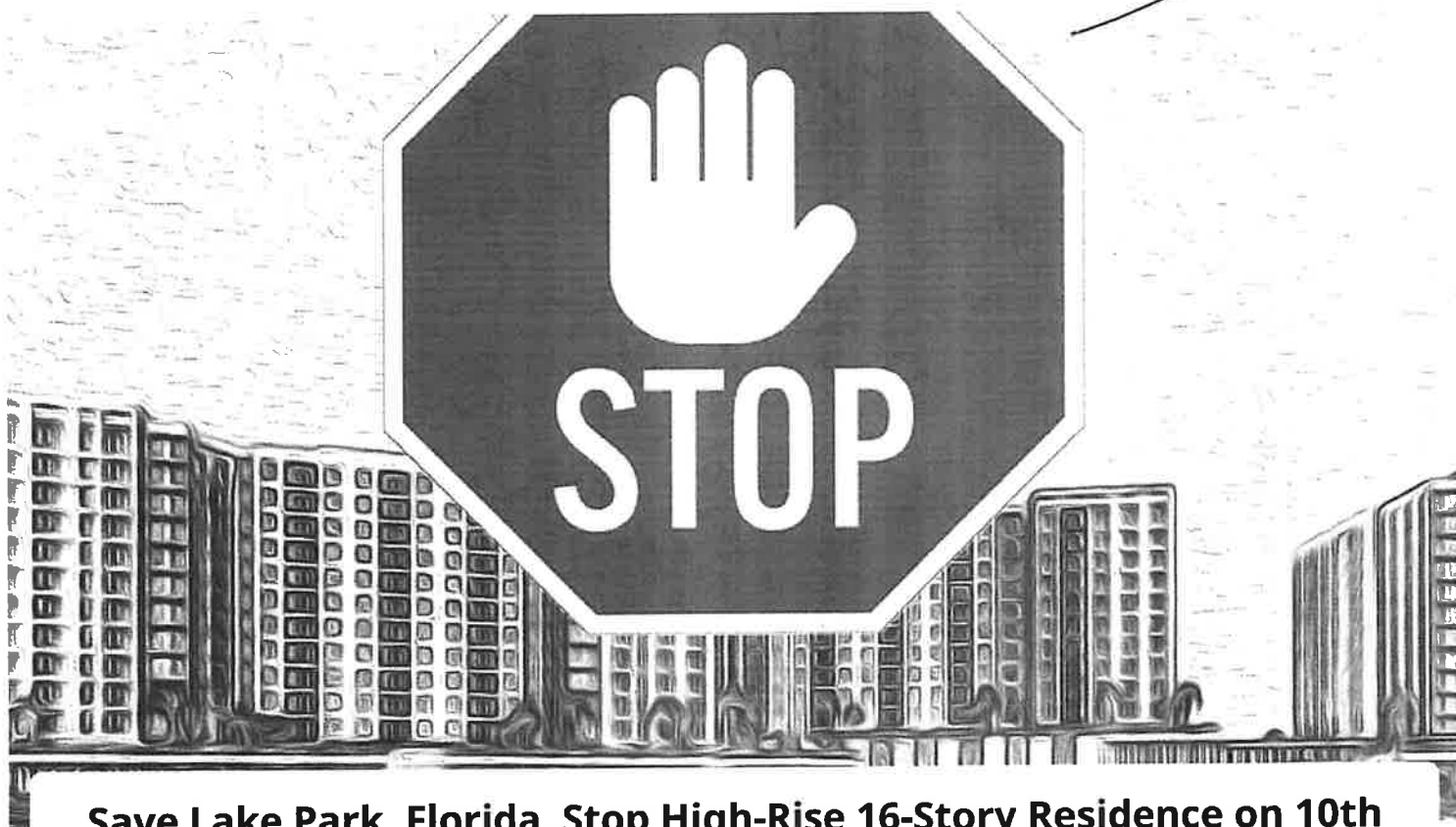
Good

Start an image test

Upload a few images and we'll find the one driving the most signatures.

[Start Smart Image test](#)

*Petition is
On going*



Save Lake Park, Florida. Stop High-Rise 16-Story Residence on 10th

Share this petition

151

Verified signatures ▼

fredrick frument [fredrick frument](#) • 1 hour ago

Mitch Hutchinson • 2 hours ago

John F Meskiel • 2 hours ago

Monics Morris • 22 hours ago

Ver



[Decision Makers: Lake Park Council +1](#)



[2 Updates](#)

The Issue

It's time for homeowners to act before it's too late! Let's save our town!

petition_signatures_jobs_490442055_20250305194405

Name	State	Country	Signed On
katia zhestkova	FL	United States	2025-02-27
Matthew Ross	FL	United States	2025-02-27
Leonid Davidovich	OH	United States	2025-02-27
Richard Marqua	CT	United States	2025-02-27
Savannah Carr	FL	United States	2025-02-27
N Wat	FL	United States	2025-02-27
Yuri Shur	FL	United States	2025-02-27
Timothy Toomey	FL	United States	2025-02-27
Andrea Ortega	FL	United States	2025-02-27
Katharine Flanagan	FL	United States	2025-02-27
Scott Boller	FL	United States	2025-02-27
Charlie Scott	FL	United States	2025-02-27
Mandi Self	FL	United States	2025-02-27
Ellen Avola	FL	United States	2025-02-28
Nancy Lubersse	TX	United States	2025-02-28
Gloria Madison	FL	United States	2025-02-28
Nicholas Davidovich	FL	United States	2025-02-28
Alexandra Moss	FL	United States	2025-02-28
Bill Ortlip	FL	United States	2025-02-28
Barbara canipe	FL	United States	2025-02-28
Nega Getachew	VA	United States	2025-02-28
Kathy Soufis	FL	United States	2025-02-28
Paul English	FL	United States	2025-02-28
Dudlynn Fleurant	FL	United States	2025-02-28
Kayla Green	FL	United States	2025-02-28
Joanne Frazzini	FL	United States	2025-02-28
Cynthia J Krantz	FL	United States	2025-02-28
susan roberts		United States	2025-02-28
Rita Young	FL	United States	2025-02-28

Adam Alcover	FL	United States	2025-02-28
Jennifer Ellis	FL	United States	2025-02-28
Candy Baublitz	FL	United States	2025-02-28
Brenda Choi	NV	United States	2025-02-28
Robert Katz	FL	United States	2025-02-28
Elizabeth Drew	FL	United States	2025-02-28
cecil slayton	FL	United States	2025-02-28
Lisa Connell	FL	United States	2025-03-01
Jeff Murray	FL	United States	2025-03-01
Joanne Ramsey	FL	United States	2025-03-01
Kaylee Eickhoff	FL	United States	2025-03-01
Joshua Wible	FL	United States	2025-03-01
Grisel Rosario	FL	United States	2025-03-01
Andrea Harrison	FL	United States	2025-03-01
Jesse Prinzing	FL	United States	2025-03-01
Steven Hamilton	FL	United States	2025-03-01
Thomas Gidus	FL	United States	2025-03-01
Ralph Moscoso	FL	United States	2025-03-01
Manuel Cacdac	FL	United States	2025-03-01
Alison Frances	FL	United States	2025-03-01
Lisa Gallagher	FL	United States	2025-03-01
Bobbie Jo Smith	FL	United States	2025-03-01
Lisa Wilson	FL	United States	2025-03-01
Rita Budnyk	FL	United States	2025-03-01
Michael Steinhauer	FL	United States	2025-03-01
Donnally castillo	FL	United States	2025-03-01
Mary Miller	FL	United States	2025-03-01
Samantha Martino	FL	United States	2025-03-01
Kristen Sebris	FL	United States	2025-03-01
Samantha Southwood	FL	United States	2025-03-01
Vicki Comstock	FL	United States	2025-03-01
gail Stern	FL	United States	2025-03-01

Zhao Guo	FL	United States	2025-03-01
Sodna Paul	FL	United States	2025-03-01
Kirstyn Marozzi	FL	United States	2025-03-01
Patti Tate-Stoutt	FL	United States	2025-03-02
Sarah Dingle	FL	United States	2025-03-02
Christa C	FL	United States	2025-03-02
BETTY COOK	FL	United States	2025-03-02
Margo Kameron	FL	United States	2025-03-02
Panela Chanitz	FL	United States	2025-03-02
Doug Walker	FL	United States	2025-03-02
Pablo Perhacs	FL	United States	2025-03-02
Andrew Floyd	OH	United States	2025-03-02
Laura Davison	FL	United States	2025-03-02
Isis Caro	FL	United States	2025-03-02
jeff struble	FL	United States	2025-03-02
DARREN THIRBENNY	FL	United States	2025-03-02
Silvanucci Orienture	FL	United States	2025-03-02
kendra zellner	FL	United States	2025-03-02
Liz Detter	FL	United States	2025-03-02
Alexandra Witt	FL	United States	2025-03-02
Angie Wegner	FL	United States	2025-03-02
Patricia Roche	FL	United States	2025-03-03
Rebekah Faivus	FL	United States	2025-03-03
Erin Nysse	FL	United States	2025-03-03
Rosemary Sharkey	FL	United States	2025-03-03
Lindsey Kane	FL	United States	2025-03-03
Amanda Rogers	FL	United States	2025-03-03
Ana Brandes	FL	United States	2025-03-03
Taura Wible	FL	United States	2025-03-03
Daniel Hudspeth	FL	United States	2025-03-03
Kittrin Fralc	FL	United States	2025-03-03
Amanda Tice	FL	United States	2025-03-03

Steve Finneran	FL	United States	2025-03-04
Lynne Robertson	FL	United States	2025-03-04
Gina Kinsey	FL	United States	2025-03-04
Lauren Mundy	FL	United States	2025-03-04
Veronica Peralta	FL	United States	2025-03-04
James Forero	FL	United States	2025-03-04
Audrey Ruival	FL	United States	2025-03-04
Monica Morris	FL	United States	2025-03-04
Jenny Thompson	CA	United States	2025-03-04
Randi Justin	FL	United States	2025-03-04
Lily Love	FL	United States	2025-03-04
Stephanie Powell	FL	United States	2025-03-04
Michelle Inman	FL	United States	2025-03-05
Ashley Armstrong	NC	United States	2025-03-05
Ольга Пенькова		United States	2025-03-05
Matthew Lamy	FL	United States	2025-03-05
Briana Storvis	FL	United States	2025-03-05
Jonisha Griffin	FL	United States	2025-03-05
The Honest Leaf Show	FL	United States	2025-03-05
Jennifer Strand	FL	United States	2025-03-05
Yagnesh Patel	MA	United States	2025-03-05
Jody Louis	FL	United States	2025-03-05
John F Meskiel	FL	United States	2025-03-05
Mitch Hutchinson	FL	United States	2025-03-05
FREDRICK FRUMENTI	FL	United States	2025-03-05

James Frank		FL		United States	2025-03-03
Kristina Neitzel		NC		United States	2025-03-03
Veronika Walters		FL		United States	2025-03-03
Sergio Pesce		FL		United States	2025-03-03
Brendan Emmons		FL		United States	2025-03-03
Jennifer Dorsett		FL		United States	2025-03-03
Aubrey Dodson		FL		United States	2025-03-03
Caryl Shipp		FL		United States	2025-03-03
Maria Belanger		FL		United States	2025-03-03
Maxine Viravong		FL		United States	2025-03-03
John Wilde		FL		United States	2025-03-03
Lisa Sheriff		FL		United States	2025-03-03
Rosalia Fernandez Gruca		FL		United States	2025-03-03
Christine Kahant		FL		United States	2025-03-03
Eileen Chapman		FL		United States	2025-03-03
Andrea Wiles		FL		United States	2025-03-03
Kevin Nelson		FL		United States	2025-03-03
Yesenia Gonzalez		FL		United States	2025-03-03
Romy Cruz		FL		United States	2025-03-03
Stephanie Perrone		FL		United States	2025-03-03
Jessica Buttaravoli		FL		United States	2025-03-03
David Ochoa		FL		United States	2025-03-03
Alphonse Etienne		FL		United States	2025-03-03
Dennis Rodriguez		FL		United States	2025-03-03
corey riccardi		FL		United States	2025-03-04
Sharon Sheely		FL		United States	2025-03-04
Ashley Butler		FL		United States	2025-03-04
Michael Donahue		FL		United States	2025-03-04
Kimberly Nares		FL		United States	2025-03-04
Eileen Mary Roy		FL		United States	2025-03-04
Augusta Howells		FL		United States	2025-03-04
Renee Michaelis		FL		United States	2025-03-04

Name

Address

Signature

Kervens J. Baptiste	592 N. Redwood Dr. Lake Park FL 33403	Kervens J. Baptiste
Naama Jean-Baptiste	592 N Redwood Dr Lake Park FL, 33403.	Naama JB
Sindy Southamawong	556 E. Redwood Dr Lake Park, FL 33403	Sindy Southamawong
Ta-billax Getfrard	503 E Redwood Dr, Lake Park, FL 33403	Ta-billax Getfrard
Marie Getfrard	503 E Redwood Dr. Lake Park, FL 33403	Marie Getfrard
Lydie Getfrard	503 E Redwood Dr., Lake Park FL 33403	Lydie Getfrard
Midline Getfrard	503 East Redwood Drive, LP, FL 33403	Midline Getfrard
Pirochevelon	1026 7th St 7th Lake Park	Pirochevelon
Laventure Song	1026 7th St	Laventure Song
ERMICIA DORINE	840 West ILEX Dr. LAKE PARK FL 33403	ERMICIA DORINE
Berisnor Baptiste	805 W. Jasmine Dr FL 33403	Berisnor Baptiste
Marco Chock	733 W. Jasmine Dr Lake Park FL 33403	Marco Chock

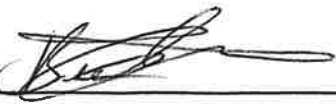







Name

Address

Signature

Osianna Daniel	509 E Redwood Dr Lake Park 33403	Osianna Daniel
Archemie Jean Francois	509 E Redwood Dr. Lake Park, FL 33403	Archemie JF
Denise Stoubert	322 Cypress Dr Lake Park FL 33403	
Erns Jean-Baptiste	322 Cypress Dr Lake Park FL 33403	
Cathy Woodbury	538 Date Palm Lake Park 33403	Cathy Woodbury
Adam Taylor	538 Date Palm Lake Park 33403	Adam Taylor
FION CE JEAN	808 Hawthorne	Fion Ce Jean
Iles Jean	808 Hawthorne	Iles Jean
ANGELA JEAN	808 Hawthorne	ANGELA JEAN
ESDRAS S. DRAS	Lake Park, FL 33403 1015 7th Street	
LOJIMU MARC	616 Lake Park FL 33403	
EMANUELE ANTOINETTE MARC	616 Lake Park FL 33403	

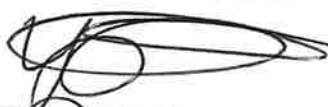
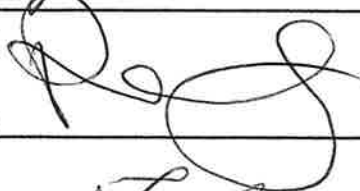
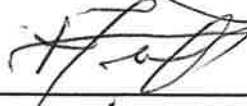




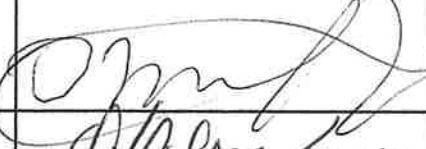
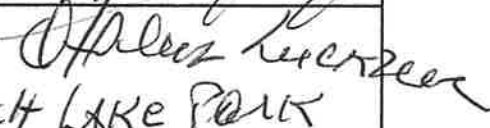



Name Address Signature

Bulaine Baptiste	520 Bayberry Dr	
544 Date Palm Dr	Senat	Senat
GE NEI HENRY	307 E. Kalmia Dr	Genf Hen
JO ZETTE HENRY	307 E. Kalmia Dr	Juzette Henry
Herold B-	740 PARK AVE	
KENTZ CIGERON	428 Australian Circle	
ELIPHOINE GEFFRARD	644 EVERGREEN	
Junie GEFFRARD	615 Hawthorne Dr	
Rizmene Vincent	355 E. Jasmine Dr	
Jean Baptiste Vincent	355 E. Jasmine Dr	
Saint Michel GEFFRARD	615 Hawthorne Dr	
Antoine Sauvage	734 Date Palm DRIVE	Antoine Sauvage

Name

Address

Signature

Yardine chocetene	733 W Jasmine dr Lake Park, FL 33403	
Paulonne Choceta	733 W Jasmine DR, LAKE PARK FL 33403	
Livance Flejja	LAKE P 420 9th st	
Julienne	420 9th st	
Willm/Daniel	509 E Redwood Dr	
Ismaery In Francisco	509 E Redwood DR	
Jean Casimir	936 Forestaria Dr	
Oliver metap	631 Hawthorne	
Luckner Otley	423 Silver Birch LAKE PARK	
Germite Pierre	628 W Riley DR	
RAYMOND Louis-Jean	644 D'Alepolis Park Lake Park FL 33403	
TERA Leme Dom	145 Cypress Dr LAKE PARK	



Town of Lake Park
PUBLIC COMMENT CARD

Item 6.

CIVILITY AND DECORUM

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

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

Meeting Date 3/5/2025

Cards must be submitted before the item is discussed!!

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

Name: Kervens Jean-Baptiste

Address: 592 Al. Redwood Dr.

If you are interested in receiving Town information through Email, please provide your E-mail address: Kbaptiste592@gmail.com

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

Zoning changing in Lake Park

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

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025
Originating Department: Town Clerk – Vivian Mendez
Proclamation Commemorating Harry S. Kelsey, Founder of Kelsey
Agenda Title: City.
Agenda Category (i.e., Consent, New Business, etc.): Consent
Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____
Advertised:
Date: N/A **Newspaper:** _____
Attachments: Proclamation.

Please initial one:

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

Summary Explanation/Background:

On March 26, 1884, in Claremont, New Hampshire, *Harry Seymour Kelsey* was born, and spent most of his youth on his family's farm in Agawam, Massachusetts. After an extensive career in Real Estate, and venturing into the restaurant business, in 1919 Mr. Kelsey sold his restaurant shares and purchased 30,000 acres of land in Palm Beach County, Florida, which was later known as Kelsey City and, today, as the Town of Lake Park, Florida.

The Town Commission of the Town of Lake Park, Florida adopted Resolution Number 20-1998; declaring that under all conditions, and on all occasions the citizens of Kelsey City do hereby honor him annually on March 26.

Recommended Motion: I move to approve the proclamation commemorating Harry S. Kelsey, Founder of Kelsey City.

PROCLAMATION

RECOGNIZING HARRY SEYMOUR KELSEY, FOUNDER OF KELSEY CITY (TOWN OF LAKE PARK)

WHEREAS, on March 26, 1884, in Claremont, New Hampshire, *Harry Seymour Kelsey* was born, and spent most of his youth on his family's farm in Agawam, Massachusetts. After an extensive career in Real Estate, and venturing into the restaurant business, in 1919 Mr. Kelsey sold his restaurant shares and purchased 30,000 acres of land in Palm Beach County, Florida, and

WHEREAS, In September of 1919 Harry Seymour Kelsey hired the Olmstead Brothers to design the Kelsey City project, and in 1920, the Olmstead brothers designed a plat for Kelsey City; affording Kelsey City the honor of being the first zoned city south of Washington D.C.; and

WHEREAS, Harry Seymour Kelsey wholly accomplished the establishment of two (2) schools, one known as *Lake Park Elementary*, which is still operative today. Some of his major contributions were the *Florida East Coast Railroad Station*, *Kelsey City Golf Course*, *the Kelsey City Depot*, *Kelsey City Bank & Trust*; and most importantly the founding and incorporation of Kelsey City, which later was renamed, the Town of Lake Park; and

WHEREAS, the Town Commission of the Town of Lake Park, Florida adopted Resolution No. 20-1998; declaring that under all conditions, and on all occasions the citizens of Kelsey City do hereby honor him annually on March 26;

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 commemorate March 26th in honor of *Harry Seymour Kelsey*, the founding father, and enormous contributor to the Town of Lake Park.

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 19th day of March, 2025.

Mayor Roger Michaud

Town Clerk Vivian Mendez



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025

Originating Department: Public Works

Agenda Title: Replacement Front End Loader Dumpster Purchase

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

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

Cost of Item: \$15,157.00 **Funding Source:** Sanitation

Account Number: 404-52400 **Finance Signature:** Barbara A. Gould

Digitally signed by Barbara A. Gould
DN: cn=Barbara A. Gould, o=Town of Lake Park, ou=Finance
Dept, email=bgould@lakeparkflorida.gov, c=US
Date: 2025.02.28 16:50:29 -05'00'

Advertised: _____

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

Attachments: Box Gang Manufacturing LLC - Estimate #11310

Sourcewell – Contract 040621

Please initial one:

_____ Yes I have notified everyone

JM/pl Not applicable in this case

Summary Explanation/Background:

The purchase of front-end loader dumpsters in various sizes is included in the current fiscal year's budget, with a quoted cost of \$15,157.00 from Box Gang Manufacturing LLC. Funds for this purchase are allocated under the Sanitation Container Account.

This procurement is based on Sourcewell Contract #040621BXG with Box Gang Manufacturing LLC (Member Number 42017). The new dumpsters are essential replacements for units that are beyond refurbishment due to excessive rust, which compromises their ability to contain sanitation debris.

The Public Works Director and the Commercial Sanitation Foreman recommend proceeding with this purchase to ensure continued dumpster service for commercial and multifamily properties that rely on this service.

Recommended Motion:

I move to authorize the Town Manager to encumber and disburse funds for the purchase of front-end loader dumpsters for the Sanitation Division.

Box Gang Manufacturing LLC

16736 E Hardy
Houston, TX 77032 US
+17137425555
info@boxgangmfg.com
www.boxgangmfg.com

Item 8.



Estimate

ADDRESS

Town of Lake Park
Dwayne Bell Sr
640 Old Dixie Hwy
Lake Park, FL 33403

SHIP TO

Town of Lake Park
Dwayne Bell Sr
640 Old Dixie Hwy
Lake Park, FL 33403

ESTIMATE # 11310**DATE 02/24/2025****EXPIRATION DATE 03/28/2025**

DESCRIPTION	QTY	RATE	AMOUNT
FL-2 2 CU. Yd. Front End Loader Slant Top - 10 Gauge Bottom - 12 Gauge sides -Painted - Includes: Lid Rods and Black Lids - Caster Pads- Drain PAINTED GREEN	6	594.00	3,564.00
FL-4 4 Cubic Yard Front End Loader Slant Top -10 Gauge Bottom - 12 Gauge sides -Painted Includes: Lid Rods & Black Lids - Caster Pads - Drain Plug PAINTED WHITE	6	742.00	4,452.00
FL-6 6 Cubic Yard Front End Loader Slant Top -10 GA Bottom -12 GA sides -Painted - Includes: Lid Rods and Black Lids -Drain Plug PAINTED GREEN Sourcewell Contract 040621BXG Member Number 42017 Swivel wheels for 2 & 4 yds included	7	988.00	6,916.00

Due to the volatility of steel and other components, all pricing must be confirmed at time of order.

SUBTOTAL	14,932.00
TAX	0.00
SHIPPING	225.00
TOTAL	\$15,157.00

Accepted By

Accepted Date

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Box Gang Manufacturing LLC, 16736 E. Hardy Road, Houston, TX 77032 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

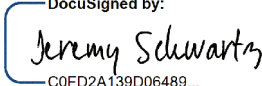
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

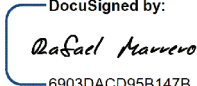
22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcwell

Box Gang Manufacturing LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 11:42 AM CDT

DocuSigned by:

By: 6903DACD95B147B...
Rafael Marrero
Title: President
Date: 5/26/2021 | 10:16 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/26/2021 | 7:52 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Box Gang Manufacturing LLC

Does your company conduct business under any other name? If yes, please state: TX

Address: 16736 E HARDY RD
Houston, Texas 77032

Contact: Rafael Marrero

Email: rafael@boxgangmfg.com

Phone: 713-742-5555

Fax: 713-742-5555

HST#: 47-5269235

Submission Details

Created On: Wednesday March 10, 2021 08:58:42

Submitted On: Tuesday April 06, 2021 14:33:36

Submitted By: Rafael Marrero

Email: rafael@boxgangmfg.com

Transaction #: 6bd8b309-76fd-412d-aa11-fdb339fc8a22

Submitter's IP Address: 50.239.243.54

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Box Gang Manufacturing LLC	*
2	Proposer Address:	16736 E Hardy Rd Houston TX 77032	*
3	Proposer website address:	boxgangmfg.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rafael Marrero, President 16736 E Hardy Rd Houston TX 77032 rafael@boxgangmfg.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rafael Marrero, President 16736 E Hardy Rd Houston TX 77032 rafael@boxgangmfg.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Susan Marrero, VP 16736 E Hardy Rd Houston TX 77032 susan@boxgangmfg.com	

Table 2: Company Information and Financial Strength

Item 8.

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Box Gang Manufacturing LLC is a minority, veteran owned business that was founded in Houston TX in 2015. Its founders, with over 55 years of experience in the solid waste and recycling industry, saw a need for a reliable, quality and customer centric container manufacturing facility in the fourth largest city in the United States. The philosophy of "getting it done right" has enabled Box Gang Manufacturing to become a leader in the container manufacturing business and a proven source of container supply for not only the commercial sector but for the public sector as well. Our customers include leading national waste hauling companies as well as federal and local governments. The Company produces roll-off hoists, open-top containers, compactors and specialty containers for a diversified base of end users in the waste, recycling, scrap and construction industries
8	What are your company's expectations in the event of an award?	Our company expects to provide the quality service we are known for to all Sourcewell members in the US and Canada.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Box Gang Manufacturing and its strategic alliance have over 120 years of combined experience in the industry with a combined annual revenue exceeding \$100 million. The alliance is formed in the same mold as Sourcewell but on the supplier side. We are working together as an alliance to bring our respective businesses advantages like faster growth and access to additional knowledge and resources. As an alliance, we have agreed to share resources for this contract to create a competitive advantage.
10	What is your US market share for the solutions that you are proposing?	Our combined Market share is over 20% for containers (rolloffs and frontloads) 21% in Cable/Hook hoists 15% Compactors 26% Compactor Odor control Solution 35% dewatering equipment (used to transport solid waste after processing in wastewater treatment plant)
11	What is your Canadian market share for the solutions that you are proposing?	10% Containers
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Box Gang Manufacturing is a manufacturer and has entered into an alliance agreement with other regional container manufacturers to provide the products and services in this RFP. Our network spans the US and Canada in locations in California, Arizona, Texas, Indiana, Massachusetts, Florida, Louisiana and Washington. Our Alliance is comprised of: Galfab, Iron Container, Glacier Ozone, Spectrum Water, McLaughlin Group, International Containers, and Box Gag Manufacturing. Box Gang Manufacturing is also the exclusive US dealer for all Grimaldi hoists and equipment. Grimaldi is the largest hook hoist manufacturer in South America having 70% of the market. Grimaldi is a 55 year old company that has over \$300MM in annual revenue. Grimaldi's hoists and parts are supported by our dealer network (See attached map) and has national reach. Grimaldi's website ; http://www.grimaldi.com.br/
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We have obtained all local and state business licenses. I addition we have local, state and federal environmental permits to operate paint booths and in some locations sandblasting equipment
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Item 8.

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Houston Business Journal Fast 100 Companies 2019 Houston Business Journal Top 10 Hispanic owned firms 2019 Houston Business Journal Top Veteran Owned Firm 2019 Houston Minority Business Council E10 Award 2018 US Dept Of Commerce Top Minority Manufacturer 2018	*
17	What percentage of your sales are to the governmental sector in the past three years	10-15%	*
18	What percentage of your sales are to the education sector in the past three years	5%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC \$1000000 Texas Buy Board \$500000	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number 47QSWA20D000W Awarded Nov 2019 Annual sales \$350000	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Orlando	Kevin Hoolihan	407-246-2796	*
City of Lakeland	Gene Ginn	863-834-8777	*
Chambers County	Eddie Gallaway	409-267-8204	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Department Of Defense	Government	Texas - TX	Containers - Rolloffs and Front Loads	\$100K	\$2000000	*
Federal Prison Bureau	Government	Texas - TX	Compactors	\$50K	\$1,500,000	*
Dept of Veterans Affairs	Government	Texas - TX	Compactors	\$25K	\$300000	*
Ft Bend County Sheriffs Office	Government	Texas - TX	Compactors/ Service	\$10K	\$25000	*
City of Orlando FL	Education	Florida - FL	Containers - Rolloffs and Front Loads	\$40000	\$250000	*

Table 6: Ability to Sell and Deliver Service

Item 8.

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	All alliance members will have a dedicated alliance sales manager to cover their territory. In some cases, due to geographic and demographics more than one sales manager will be dedicated ensuring proper coverage and responsiveness. All sales manager will report contacts and potential new member leads to the Alliance coordinator. All sales personnel are direct employees. We will have a combined 26-28 sales representatives. In addition to the internal company's sales force we have a network of dealer and sales representatives across the nation (see attached map)	*
24	Dealer network or other distribution methods.	Our products have various dealers based on product type. See attached maps for dealer network for compactors, deatering equipment and hoists. For containers, our territories are divided based on providing the product at the right time for the right price. Please see the attached map of locations	*
25	Service force.	We have a robust service force that has national reach. Our combined workforce of over 600 full time workers ensure we meet and exceed both quality and responsiveness to our customers. Our full time employees are augmented by our service network of 6 independent service providers. Please see the attached map of service locations and coverage	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	There will be 2 dedicated personnel tracking any new orders. Orders will be turned around within the same day with estimated production lead times. Service calls will also be turned around on the same day with an estimated repair day. All personnel handling the customer service calls and performing the work whether at our locations or at the customer's location will be under supervision of a direct employee.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We intend to service all Sourcewell covered geographic areas and member sectors	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We intend to service all Sourcewell covered geographic areas and member sectors	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requiremt or restriction exists	*

Table 7: Marketing Plan*Item 8.*

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our Alliance manager will send an initial email and information on the award followed by a sales call explaining the sales process of this ward and the expectation on sales and marketing calls. Monthly, we will have a centralized infoblast that will discuss services equipment and potential opportunities to our sales force. A monthly sales call will go over sales goals and metrics to make sure our sales force is not only taking care of current members but is also explaining the virtues of the program to potential members.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have social media accounts in Facebook , Instagram, Twitter and Linkedin which depicts our products and services. We are willing to tag Sourcewell and advertise the contract award and its benefits to current and prospective members. Our service offering will be highlighted via social media as well.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view is that we are responsible for the promotion and dissemination of the contract award. We expect Sourcewell to post the award on their board and send an initial email to its members. After that we would take over the sales marketing and execution of the contract
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Item 8.

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We offer compactor training at our sites or at the Sourcewell Members location. We will also offer compactor repair training at our facility. Training will be provided to any Sourcewell member at no cost. Our technicians which are trained in compactor repair and maintenance will train member personnel upon request.</p> <p>We also stand ready to provide training of the safe use and operation of both cable and hook hoists at no cost to Sourcewell members.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Our containers are manufacture with the latest technological advances and exceed ANSI standards.</p> <p>Our above frame hoist designed, but not limited to CNG chassis, features outboard mounted lift cylinders and a vertical lift assist cylinder. It is designed to operate with low pressure, which will increase its life and reduce maintenance costs.</p> <p>Auxiliary fold down stops used for short containers. This can allow for better weight distribution for the chassis. More than one set can be used for containers of varying lengths.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We recycle our scrap metal. We also have instituted a waste recycling program at the plant	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Minority Owned business - HMSDC</p> <p>SDVOB- US Dept of Veterans Affairs</p> <p>Texas HUB - State of Texas</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are alliance of 7 container, compactor and hoist manufacturers whose sole purpose is to exceed our customer expectations. Individually we cannot compete because our geographical locations but together we can provide a national solution for Sourcewell members. Our combine experience and geographical reach makes us the best choice.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
-----------	----------	------------	--

42	Do your warranties cover all products, parts, and labor?	<p>Box Gang Manufacturing warrants only product of its manufacture against operational failure caused by defective material or workmanship which occurs during normal use within 12 months from the date the product is shipped from the factory.</p> <p>Box Gang Manufacturing will replace all parts of our manufacture free of charge that prove to be defective after inspection at our factory. Before any repairs are made permission must be obtained by Box Gang Manufacturing. Warranty for replacement parts is limited to the remaining portion of the original warranty, or are warranted for 30 days from the date of shipment. This limited warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on the part of Box Gang Manufacturing. It neither assures nor authorizes any other person to assure to it any other liability in connection with the sale herein contemplated. Box Gang Manufacturing does not assume any liability for loss of product, time, income, or any other consequential damages including environmental.</p>	Item 8.	
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Box Gang Manufacturing makes no warranty on any of its equipment used in any way except as it was designed, intended, and sold to perform. Any misuse, damage due to accident, outside alterations or negligence voids applicable warranty.		*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No diagnostic, freight or travel cost shall be covered by this warranty. All labor cost allowed shall be in accordance with established rates. In case of alleged defects, products shall be returned to Box Gang Manufacturing with transportation charges prepaid.		*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have certified technicians able to perform work nationally		*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All product purchased by Box Gang Manufacturing from an outside vendor shall be covered by the warranty of the respective vendor only. Box Gang Manufacturing does not participate in or obligate itself to any such product or extended warranty.		*
47	What are your proposed exchange and return programs and policies?	<p>Box Gang Manufacturing warrants only product of its manufacture against operational failure caused by defective material or workmanship which occurs during normal use within 12 months from the date the product is shipped from the factory.</p> <p>All product purchased by Box Gang Manufacturing from an outside vendor shall be covered by the warranty of the respective vendor only. Box Gang Manufacturing does not participate in or obligate itself to any such product or extended warranty.</p> <p>Box Gang Manufacturing will replace all parts of our manufacture free of charge that prove to be defective after inspection at our factory. Before any repairs are made permission must be obtained by Box Gang Manufacturing.</p> <p>Warranty for replacement parts is limited to the remaining portion of the original warranty, or are warranted for 30 days from the date of shipment.</p> <p>Box Gang Manufacturing makes no warranty on any of its equipment used in any way except as it was designed, intended, and sold to perform. Any misuse, damage due to accident, outside alterations or negligence voids applicable warranty.</p> <p>No diagnostic, freight or travel cost shall be covered by this warranty. All labor cost allowed shall be in accordance with established rates. In case of alleged defects, products shall be returned to Box Gang Manufacturing with transportation charges prepaid.</p> <p>This limited warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on the part of Box Gang Manufacturing. It neither assures nor authorizes any other person to assure to it any other liability in connection with the sale herein contemplated.</p> <p>Box Gang Manufacturing does not assume any liability for loss of product, time, income, or any other consequential damages including environmental.</p> <p>All claims shall be processed through your authorized dealer or our factory</p>		*
48	Describe any service contract options for the items included in your proposal.	We can provide service contracts for the products we offer under this RFP.		*

Table 10: Payment Terms and Financing Options*Item 8.*

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We currently work with 3 financing companies that will work with Sourcewell clients and provide financing or leasing options if required	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our Alliance manager will send an initial email and information on the award followed by a sales call explaining the sales process of this ward and the expectation on sales and marketing calls. Monthly, we will have a centralized infoblast that will discuss services equipment and potential opportunities to our sales force. A monthly sales call will go over sales goals and metrics to make sure our sales force is not only taking care of current members but is also explaining the virtues of the program to potential members. We will report sales similar to the process we use to track GSA , Texas Buy Board and HGAC sales. The orders will be tagged in the system as a Sourcewell order and tracked from rproduction to delivery by the Alliance manager. Once the product and delivered the payment will be tracked until its received and in turn pay the administrative fee to Sourcewell	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept Pcards as a form of payment, a 2.5% charge will be added to a purchase order over \$25000. No charge for any order under \$25000	*

Table 11: Pricing and Delivery

Item 8.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing is divided by categories: Steel containers, compactors, hoists, odor control and dewatering boxes. Sourcwell receives a discount off List price. Due to the fluctuation and volatility of the steel market we have added a column with a ceiling price for the different line items. This will be the maximum dollar amount charged in the contract in the event the price of steel continues to increase	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount is based on the category type and ranges from 5 to 20% off list price	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market items will be sourced at cost plus a percentage. These items will be clearly outlined in the orders and will be offered at competitive prices	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items not included in the pricing are freight and installation. We provide site visits and training at no cost to Sourcwell members.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We maintain relationship with major carriers in the US and Canada. The member will have the choice of obtaining shipping on their own or having us arrange the shipping of the ordered product. If we arrange shipping a minimum of 3 quotes will be obtained.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We maintain relationship with major international/overseas carriers in the US and Canada. The member will have the choice of obtaining shipping on their own or having us arrange the shipping of the ordered product. If we arrange shipping a minimum of 3 quotes will be obtained.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers will have the option of stacking containers to save on freight costs. Members choosing this option will receive extra touch up paint since scrapes are likely to happen using this method of shipping. Members will be responsible for the touch up of the container once delivered. Containers shipped under this option will also be shipped without the lids installed for front loads and doors for rollovers. Customers will be responsible for lid and door installation if they chose this shipping method	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Item 8.

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Our process will be similar to the one we use for tracking GSA contract sales. Once an order is placed, the order will be "tagged" as a Sourcewell entity sale. Our contract administrator will verify that the correct pricing for the product is applied in accordance with the price list in the contract. On a monthly basis a report will be generated delineating the sales to Sourcewell entities and in turn the appropriate fee will be paid to Sourcewell. This process is not only used for GSA sales but also used for sales under the HGAC and Texas Buy board contracts
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Box Gang Manufacturing proposes a fee of 2% . This fee aligns with the other purchasing cooperative contracts we have

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We intend to provide the following: 1. Front Load Containers 2. Rear Load Containers 3. Rolloffs (rectangle and Tub style) 4.Dewatering Containers - These are watertight rolloffs with specialized filters used in wastewater treatment plants. Water flows thru these containers prior to entering the system. Solids that are flushed in the sewr are trapped in the containers to prevent clogging of the plants. Once the containers are full the solid that are filtered are taken to the landfill for disposal 5. Compactors. Staionary and self contained compactors 6. Hoists. Cable and Hook
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1. Dewatering. Watertight rolloffs with specialized filters used in wastewater treatment plants. Water flows thru these containers prior to entering the system. Solids that are flushed in the sewr are trapped in the containers to prevent clogging of the plants. Once the containers are full the solid that are filtered are taken to the landfill for disposal 2. Odor Control . Ozone producing equipment that attche ozone molecules t othe odor producing bacteria disrupting its composition and therefore neutralizing odors

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input checked="" type="radio"/> Yes <input type="radio"/> No	Front Loads, Rear Loads, Rolloffs, Receivers, dewatering equipment
67	Knuckleboom and grapple loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Galfab Cable hoists and Grimaldi Hook Hoist
69	Roll-off trucks and container handlers	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
70	Refuse and recyclable material balers and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Compactors only Not Balers

Table 15: Industry Specific Questions

Item 8.

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1. Customer Engagement. Number of "touches" vs closed sales 2. Resolution rate - When a customer has a question or complaint, our goal is to close the loop and resolve the issue. 3. Sales to date. Target Sourcewell members 4. Sales to date by product
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	Containers - Each container manufacturing facility carries parts for all steel containers and can deliver container parts nationally. All containers come with a 1 year warranty Hoists- Parts distribution centers are located in Indiana, Texas and Arizona. In addition to those centers all hoists dealer carry parts for both hook and cable hoists to facilitate a availability to our clients. Hook hoists offer a 1 year structural warranty and cable hoist offer a 2 year structural warranty. Compactors - Each compactor manufacturing facility carries parts for all steel containers and can deliver container parts nationally. Compactors come with a 6 month warranty Odor Control- Glacier Ozone products come with a have a 1 (one) year unconditional warranty on all parts and labor with the exception of the lamps.
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Our hoists offer the patented commercially available hoist that provides a superior solution for cable-hoists mounted on a compressed natural gas ("CNG") truck chassis. The location of CNG tanks has required hoist producers to rework their designs and Galfab believes that its CNG solution is superior to competitive offerings and will be a source of market share wins as more national fleets move towards CNG. We also offer THE HOOKER"container securement system. This Air operated container securement device used in lieu of the ratchet tie-down system. Each hook (two per side) has a hold-down capacity of 40,000 lbs.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - BG FINANCIALS.pdf - Monday April 05, 2021 06:02:24
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - SDVOB AND MINORITY CERTIFICATES.pdf - Monday April 05, 2021 06:06:02
- [Warranty Information](#) - WARRANTY.pdf - Tuesday April 06, 2021 13:08:41
- [Pricing](#) - PRICING.pdf - Tuesday April 06, 2021 14:31:16
- [Upload Additional Document](#) - MAPand productoffering.pdf - Tuesday April 06, 2021 13:00:40

Item 8.

Proposer's Affidavit

Item 8.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs or by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation. Item 8.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rafael Marrero, President, Box Gang Manufacturing LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025
Originating Department: Community Redevelopment Agency (CRA)
Agenda Title: CRA Administrator – Allison Justice
Agenda Category (i.e., Consent, New Business, etc.): Consent Agenda
Approved by Town Manager: _____ **Date:** _____

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

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

Attachments: FY 2024 Lake Park CRA Annual Report – Accept & Submit to Appropriate and Required Taxing Authorities

Please initial one:

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

Summary Explanation/Background:

The Town Commission is requested to review and consider accepting the FY 2024 Lake Park CRA Annual Report (October 1, 2023 to September 30, 2024).

The Annual Report provides highlights of activities and successes within the Town's CRA district during FY 2024, which include, but are not limited to, the following:

- Construction of the Centennial Memorial Park
- Park Avenue Enhancements
- Design of the Oval About on 10th Street
- Construction of Oceana Coffee at 1310 10th Street
- Façade Improvements at 796 10th Street

In addition, the CRA provided updated Incentives in July 2024, which has resulted in an increasing inquiry to take advantage of the new incentives and make improvements within the CRA district.

During the past year, the CRA provided several smaller Beautify Lake Park Grants and Grand Opening support as well as a grant for a façade improvement to 903 Park Avenue (construction expected to begin in 2025).

CRA TIF Revenues continue to increase due to the completion of the Dalfen Industries warehouse at 1100 Dixie Highway and the Public Storage facility on Watertower Road.

In July 2024, Palm Beach County approved the expansion of the CRA's boundaries to include 10th Street properties to Northlake Boulevard as well as properties along Silver Beach Road.

Note: The FY 2024 Lake Park CRA Annual Report will be presented to the CRA Board on March 19, 2025, following the submission to the Town Commission for approval (due to scheduling). As a result, the Town Commission is recommended to approve the acceptance of the FY 2024 Lake Park CRA Annual Report subject to the Lake Park CRA providing a recommendation to the Town Commission to accept and submit the Annual Report to all appropriate and required taxing authorities.

If approved by the Town Commission, the proposed FY 2024 CRA Annual Report will be submitted to all appropriate and required taxing authorities. Additionally, if approved, the Annual Report will be included within the Lake Park CRA's website prior to March 31, 2025.

Recommended Motion:

I move to accept submittal of FY 2024 Lake Park CRA Annual Report (with any changes recommended by the CRA Board) and authorize the CRA to submit the Annual Report to the appropriate and required taxing authorities.



LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

Office of the Executive Director
800 Park Avenue
Lake Park, FL 33403
www.lakeparkflorida.gov



Annual Report for the Fiscal Year Ending September 30, 2024

LOVING LIVING LEADING LAVISH
LIVELY LEARNING LIKING LOCAL
LODGING LYRICAL LOYAL LISTED
LIMITLESS LIFELONG LAUGHING
LINKING LEISURE LAKE PARK



BOARD OF DIRECTORS

Board of Directors

ROGER MICHAUD
CHAIR



rmichaud@lakeparkflorida.gov



KIMBERLY GLAS-
CASTRO
VICE-CHAIR



kglas-castro@lakeparkflorida.gov

LOVING LIVING LEADING LAVISH
LIVELY LEARNING LIKING LOCAL
LODGING LYRICAL LOYAL LISTED
LIMITLESS LIFELONG LAUGHING
LINKING LEISURE LAKE PARK

Town of Lake Park
Community Redevelopment Agency
800 Park Avenue
Lake Park, FL 33403
(561) 881-3300
www.lakeparkflorida.org

MICHAEL HENSLEY
BOARD MEMBER



mhensley@lakeparkflorida.gov

MARY BETH TAYLOR
BOARD MEMBER



mtaylor@lakeparkflorida.gov

JUDITH THOMAS
BOARD MEMBER



jthomas@lakeparkflorida.gov

LETTER FROM THE CRA EXECUTIVE DIRECTOR

Letter from the CRA Executive Director



March 24, 2025

The Lake Park Community Redevelopment Agency (CRA) is committed to enhancing the quality of life in the Town of Lake Park by eliminating slum and blighted conditions throughout the community redevelopment area as defined by Florida Statute (FS) 163 Part III.

The Lake Park CRA has evolved over the years and 2024 was a time for change and growth for our CRA. The CRA brought in additional staff and consultants and, in short order, updated and enhanced the incentive programs we offer to properties and businesses and created a plan to grow Downtown through continued business attraction and placemaking. The CRA also expanded its boundaries to include important properties along 10th Court and Silver Beach Road and the boundaries now contain the ever important, Bert Bostrom Park.

In 2024, we did say goodbye to our previous Town Manager and CRA Executive Director, John D'Agostino, as he left to pursue his greatest joy in life, his family. John led redevelopment efforts for many years in Lake Park and I plan to continue his efforts by ensuring the that the Lake Park CRA is focused on providing targeted attention and financial investment in the redevelopment areas that reverses negative trends, creates jobs, grows the tax base, restores the business climate, rehabilitates, and increases housing availability, and inspires active participation and investment by residents, businesses, and organizations that would otherwise not occur.

Presented herein is the 2024 Annual Report for the Lake Park CRA which covers the period from October 1, 2023, through September 30, 2024, and includes the following information in accordance with §163.371 and 163.387(8):

- General background information regarding the Lake Park CRA.
- Historical/current performance data (economic and financial) including # of activities started/completed, CRA expenditures, taxable property values; contributing taxing authority millage rates; tax increment revenues; tax-base segmentation; etc.
- Report of activities (redevelopment projects, initiatives, etc.).
- Comparison of Implementation Plan goals, objectives, and policies to program accomplishments.
- Financial statements for the fiscal year ending September 30, 2024.

Respectfully Submitted,

Richard Reade

Richard Reade

Executive Director, Lake Park CRA
City Manager, Town of Lake Park



TABLE OF CONTENTS

Table of Contents

BOARD OF DIRECTORS	1
LETTER FROM THE CRA EXECUTIVE DIRECTOR	2
TABLE OF CONTENTS	3
LAKE PARK CRA	5
BACKGROUND	5
WHAT IS A CRA?	5
WHY DOES LAKE PARK HAVE A CRA?	6
WHY DID THE LAKE PARK CRA EXPAND ITS BOUNDARIES IN 2023?	6
WHEN DOES THE CRA SUNSET (EXPIRE)?	7
REDEVELOPMENT AREA	7
POWERS	7
FUNDING SOURCE	8
TAX-BASE	9
TAXPAYER CONCENTRATION	10
TAXABLE VALUES BY USE TYPE	11
PARCELS BY USE TYPE	12
MILLAGE RATES	13
TAX-INCREMENT REVENUES	14
ACCOMPLISHMENTS AND ACTIVITY STATUS UPDATES	15
<i>Redevelopment Projects</i>	15
1301 10 th Street	15
796 10 th Street	16
1100 Old Dixie Highway	17
1450 Waterview Road	18

TABLE OF CONTENTS

<i>Capital Projects.....</i>	<i>18</i>
Park Avenue Hardscape & Landscape Improvements	18
10 th Street Ovalabout.....	19
Pocket Park.....	19
<i>Redevelopment Grants and Incentives.....</i>	<i>20</i>
Redevelopment Grant and Incentive Portfolio	20
Redevelopment Grant and Incentive awards in Fiscal Year 2024	21
<i>New Business Activity.....</i>	<i>24</i>
<i>Marketing Plan</i>	<i>24</i>
<i>Social Media</i>	<i>25</i>
<i>Holiday Display.....</i>	<i>26</i>
<i>Downtown Lake Park.....</i>	<i>27</i>
PERFORMANCE DATA	27
FINANCIAL STATEMENTS	31



LAKE PARK CRA

Lake Park CRA

Background

The Town of Lake Park, formerly Kelsey City, was one of Florida's first master-planned communities. The Town was founded by Harry Kelsey who dreamed of creating a resort mecca and winter playground. Kelsey sought help from the Olmsted Brothers, sons of Frederick Law Olmsted, to design the Town.

In the early 1900s, Kelsey City attracted nationwide attention as a revolutionary town experiencing exceptional growth, and in 1923 the Town was officially incorporated.

The Florida land boom started to slow in 1925, and a devastating hurricane in 1928 coupled with the stock market crash in 1929 devastated the local economy, forcing many businesses and residents to leave the state. In 1939, Kelsey City was renamed to the Town of Lake Park in an effort to revitalize the community.

Lake Park experienced a resurgence in the 1950s as after World War 2 many military personnel and their families began to locate to the Town. Multi-millionaire John D. MacArthur began investing large sums of money in Lake Park and aircraft manufacturer Pratt & Whitney opened a plant nearby.

The 1980s brought another period of decline to Lake Park. Most of the land had been built out with an aging housing stock. The Town had a tough time remaining competitive with the newer communities in the region, and the introduction of regional shopping centers hurt the Town's Downtown.

In 1996, the Town created the Lake Park Community Redevelopment Agency to address the area's blight and to revitalize the Town's core along Park Avenue, 10th Street, and Old Dixie Highway. In 2023, the Town expanded the Lake Park Community Redevelopment Agency to encompass two bordering areas: 10th Court Area (26 acres) and Silver Beach Road Area (41 acres).

What is a CRA?

Once a municipality or county determines that there are one or more areas within its borders that are in need of rehabilitation, conservation, or redevelopment, Florida statutes allow for the creation of a Community Redevelopment Agency (CRA). A CRA is an independent local government agency of 5-7 members that fosters the collaborative efforts of residents, businesses, property owners, and other organizations to implement community redevelopment efforts. The Town of Lake Park Commission serves as the Lake Park CRA Board. After the CRA is established, it is required to prepare and adopt a redevelopment plan

LAKE PARK CRA

that includes public safety, economic development, affordable housing, downtown marketing, and historic preservation. The creation and adoption of the Community Redevelopment Plan is a critical step to improve the economic conditions and quality of life of its residents, business owners, and stakeholders, as the Plan is a guiding document that provides a toolkit for implementation. The Lake Park CRA's current Redevelopment Plan was adopted in 2022.

Why does Lake Park have a CRA?

The original Lake Park CRA was adopted in 1996 as a proactive approach to reverse the Town's declining fortunes and restore a sense of place and community through revitalization of the physical and economic environment in the designated areas. In 1996, the Lake Park CRA Board presented a plan that served as the framework for programming redevelopment activities and implementing specific projects designed to leverage or stimulate public interest and private investment that is necessary for revitalization. Redevelopment is one of the best ways to instill new life into areas stricken by social, physical, environmental, or economic conditions that negatively impact the possibility of new investment by private enterprise. The targeted area/areas receive focused attention and financial investment that reverse the destructive trends, create jobs, restore a business climate, rehabilitate, and increase housing, and inspire active participation and investment by residents, businesses, and organizations that would otherwise not occur.

Why did the Lake Park CRA expand its boundaries in 2023?

The Lake Park CRA desires for all its residents to reach their full potential through deserved revitalization and economic growth. Over the last decade, many areas of Lake Park rebounded effectively from the 2008 recession and recently from the 2020 pandemic. Yet, in keeping with past Florida cycles of redevelopment, certain neighborhoods have had more challenges and have not organically responded to shorter term economic rebounds led by venture capital and real estate market flips.

Without intervention now, slum and blighted areas impose more onerous burdens onto the community, decrease the tax base, and constitute safety and public health menaces to the welfare of residents. Small businesses owners and residents have endured recent periods of high interest rates, high inflation, labor shortages, etc. Moreover, the expansion areas have had longstanding barriers to equity investment. All these situations affect the output, success, and advancement in Lake Park.

To combat the deleterious issues noted above, the Town expanded the Lake Park CRA in 2023 to encompass two bordering areas: 10th Court Area (26 acres) and Silver Beach Road Area (41 acres).

LAKE PARK CRA

When does the CRA sunset (expire)?

The Lake Park CRA (all areas) sunsets on September 30, 2039.

Redevelopment Area



Powers

Lake Park CRA monies may be expended as described in the Redevelopment Plan for multiple purposes, including, but not limited to:

- Installation, construction, or reconstruction of streets, utilities, facilities, parks, and playgrounds that further the objectives of the Redevelopment Plan.
- The acquisition and disposition of real property in the Lake Park CRA.
- The development of affordable housing within the Lake Park CRA.
- The development of community policing innovations within the Lake Park CRA.

LAKE PARK CRA

- Professional services including redevelopment planning, surveys, and financial analysis as well as administrative and overhead expenses necessary or incidental to implementation of the Redevelopment Plan.
- All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.
- The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.

Funding Source

The primary funding source available to the Lake Park CRA consists of tax increment revenues. Tax increment revenues are a unique tool available to cities and counties for redevelopment activities and are used to leverage public funds to promote private sector activity in the targeted redevelopment area.

The taxable value of all real property in the redevelopment area is determined as of a fixed date¹, also known as the “base-year” value. The base-year values of the Lake Park CRA are as follows:

- Original CRA Area: 56,070,754.
- 10th Court Expanded CRA Area: 26,458,759.
- Silver Beach Road Expanded CRA Area: 19,878,947.

Contributing taxing authorities continue to receive ad valorem tax revenues (a.k.a. property tax revenues) based on the base-year value. Revenues generated from the base-year value are available for general government purposes. However, ad valorem tax revenues from increases in real property value, referred to as “Tax Increment”, are remitted to the Lake Park CRA and dedicated to the redevelopment area. The Taxing Authorities which are obligated to make annual deposits into the CRA Trust Fund include:

- Original CRA Area: Town of Lake Park and Palm Beach County.
- 10th Court Expanded CRA Area: Town of Lake Park
- Silver Beach Road Expanded CRA Area: Town of Lake Park

¹ F.S. § 163.387 defines the base-year value as the value associated with the most recent assessment tax-roll used in connection with the taxation of property within the redevelopment area by each applicable Taxing Authority prior to the effective date of the Ordinance providing for the funding of the CRA’s redevelopment trust fund.

LAKE PARK CRA

Tax-Base

The following table provides a summary of the historical assessment (taxable) values and increment values for the Lake Park CRA (all CRA Areas) as of January 1st of each year². While this report generally pertains to FY 2024 activity, the following section also includes FY 2025 property valuation data to highlight current trends.

TAXABLE PROPERTY VALUES (ALL CRA AREAS)						
TAX ROLL YEAR	FISCAL YEAR	A		B		=A-B
		TAXABLE VALUE	% CHANGE OVER PRIOR YEAR	BASE YEAR TAXABLE VALUE	INCREMENTAL TAXABLE VALUE	% CHANGE OVER PRIOR YEAR
2024	2025	317,095,855	19.3%	102,408,460	214,687,395	31.4%
2023	2024	265,850,791	36.3%	102,408,460 ³	163,442,331	17.6%
2022	2023	194,997,539	14.6%	56,070,754	138,926,785	21.8%
2021	2022	170,133,346	5.6%	56,070,754	114,062,592	8.6%
2020	2021	161,074,778	8.7%	56,070,754	105,004,024	13.9%
2019	2020	148,222,209	11.1%	56,070,754	92,151,455	19.1%
2018	2019	133,426,939	7.7%	56,070,754	77,356,185	14.0%
2017	2018	123,938,889	9.9%	56,070,754	67,868,135	19.7%
2016	2017	112,792,150		56,070,754	56,721,396	

The following sections provide the historical assessment (taxable) values by CRA Area.

TAXABLE PROPERTY VALUES (ORIGINAL CRA AREA)						
TAX ROLL YEAR	FISCAL YEAR	A		B		=A-B
		TAXABLE VALUE	% CHANGE OVER PRIOR YEAR	BASE YEAR TAXABLE VALUE	INCREMENTAL TAXABLE VALUE	% CHANGE OVER PRIOR YEAR
2024	2025	267,280,765	21.8%	56,070,754	211,210,011	29.2%
2023	2024	219,513,085	12.6%	56,070,754	163,442,331	17.6%
2022	2023	194,997,539	14.6%	56,070,754	138,926,785	21.8%
2021	2022	170,133,346	5.6%	56,070,754	114,062,592	8.6%
2020	2021	161,074,778	8.7%	56,070,754	105,004,024	13.9%
2019	2020	148,222,209	11.1%	56,070,754	92,151,455	19.1%
2018	2019	133,426,939	7.7%	56,070,754	77,356,185	14.0%
2017	2018	123,938,889	9.9%	56,070,754	67,868,135	19.7%
2016	2017	112,792,150		56,070,754	56,721,396	

² The Taxable Value figures included herein represent those values utilized by the Town of Lake Park to calculate the CRA's tax increment revenues and are net of all applicable exemptions. Palm Beach County utilizes a slightly different Taxable Value that reflects the varied exemption values.

³ The Base Year for the CRA Expansion Areas is 2023 (tax roll year) with a total taxable valuation of 46,337,706. Specifically, the Base Year taxable valuation total includes the 10th Court CRA Expansion Area (26,458,759) and the Silver Beach Road Expansion Area (19,878,947).

LAKE PARK CRA

TAXABLE PROPERTY VALUES (EXPANDED CRA AREA – 10TH COURT)

TAX ROLL YEAR	FISCAL YEAR	A		B		=A-B	
		TAXABLE VALUE	% CHANGE OVER PRIOR YEAR	BASE YEAR TAXABLE VALUE		INCREMENTAL TAXABLE VALUE	% CHANGE OVER PRIOR YEAR
2024	2025	28,078,624	6.1%	26,458,759		1,619,865	-%
2023	2024	26,458,759		26,458,759		-	

TAXABLE PROPERTY VALUES (EXPANDED CRA AREA – SILVER BEACH ROAD)

TAX ROLL YEAR	FISCAL YEAR	A		B		=A-B	
		TAXABLE VALUE	% CHANGE OVER PRIOR YEAR	BASE YEAR TAXABLE VALUE		INCREMENTAL TAXABLE VALUE	% CHANGE OVER PRIOR YEAR
2024	2025	21,736,466	9.3%	19,878,947		1,857,519	-%
2023	2024	19,878,947		19,878,947		-	

Taxpayer Concentration

An important analysis to consider when discussing property values pertains to taxpayer concentration, or more specifically, the percentage of total tax increment generated from the CRA's principal taxpayers. Taxpayer concentration is a measure of revenue risk for the Agency. A low taxpayer concentration indicates a diverse base of taxpayers and a stronger ability to adapt to the loss of any one taxpayer.

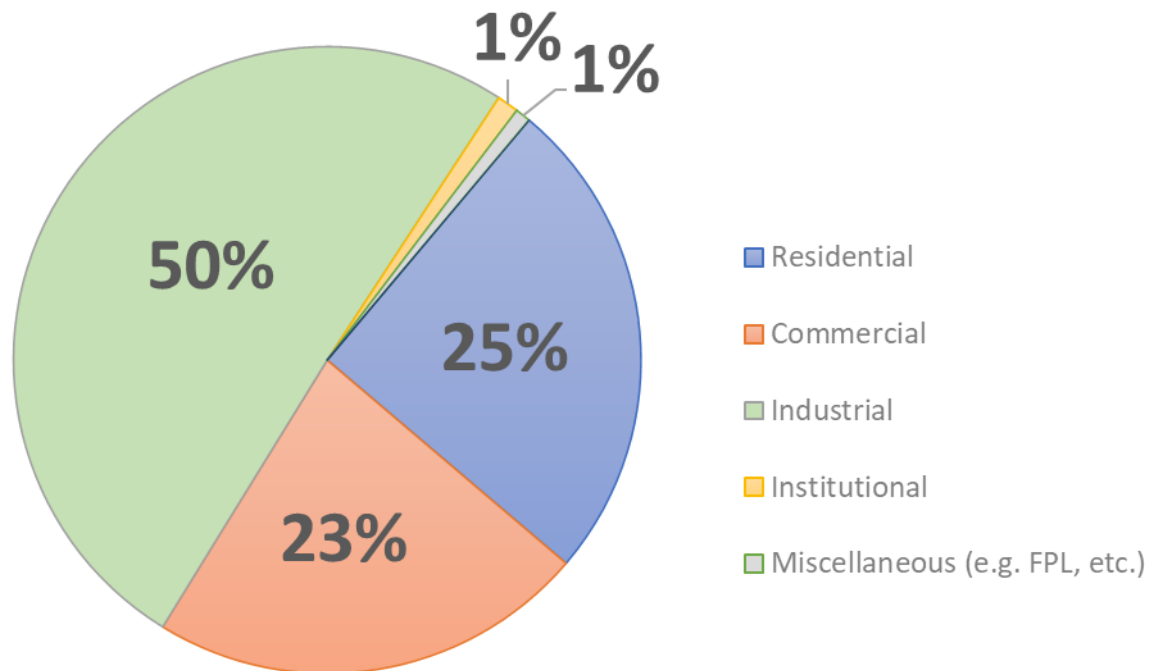
PRINCIPAL TAXPAYERS (ALL CRA AREAS)

TAXPAYER	PROPERTY USE	FY 2025 TAXABLE VALUE	% OF FY 2025 TAXABLE VALUE
G DG LAKE PARK PROPERTY OWNER LP	INDUSTRIAL	37,658,012	11.9%
KELSEY INDUSTRIAL LLC	INDUSTRIAL, COMMERCIAL	13,385,706	4.2%
HUMANI COURTS LLC	RESIDENTIAL	6,830,118	2.2%
705 13TH STREET INC	INDUSTRIAL	6,084,661	1.9%
AMOC HOLDINGS LLC	RESIDENTIAL	5,943,399	1.9%
PB INDUSTRIAL INVESTMENTS LLC	INDUSTRIAL	5,680,253	1.8%
ADM FL REAL ESTATE WPB LLC	INDUSTRIAL	5,643,000	1.8%
LAKE PARK PARTNERS LLC	COMMERCIAL	4,831,530	1.5%
THOMAS DAVIS INC	INDUSTRIAL	4,793,121	1.5%
ONE PARK PLACE LLC	RESIDENTIAL, COMMERCIAL	4,609,981	1.5%
TOTAL		95,459,781	30.1%

LAKE PARK CRA

Taxable Values by Use Type

The segmentation of taxable values within the Lake Park CRA highlights a relatively balanced tax-base with Industrial, Residential, and Commercial properties representing approximately 50%, 25%, and 23% respectively with the balance comprising other uses (e.g., institutional).



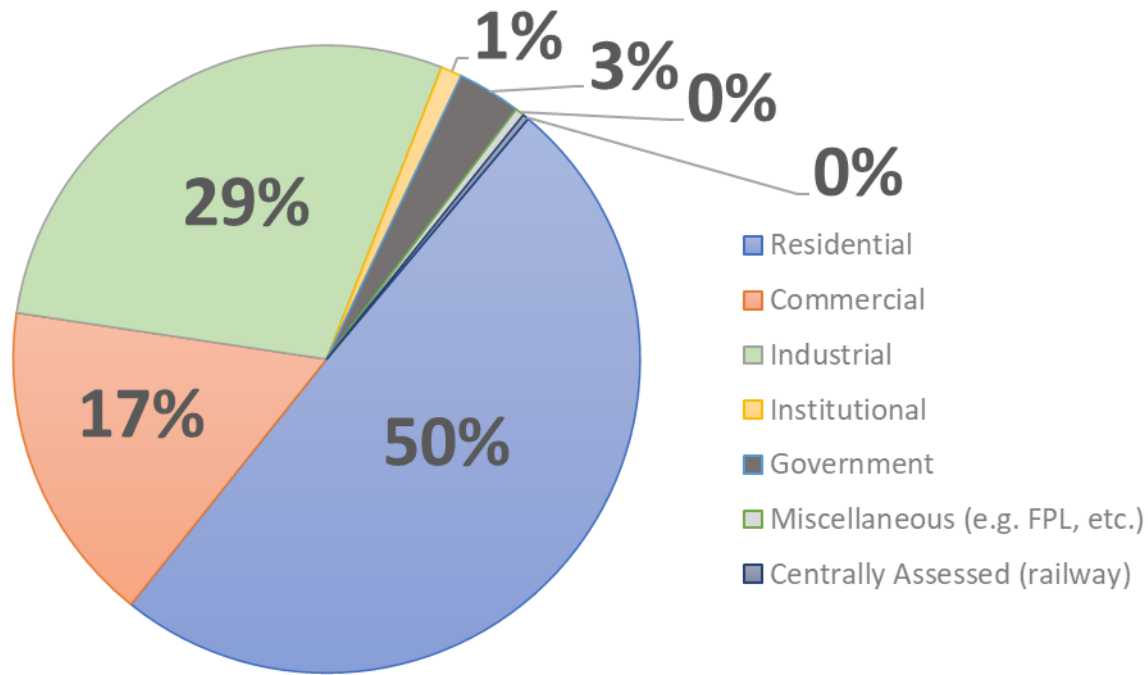
TAXABLE PROPERTY VALUES BY USE TYPE

	A	B	C	=A+B+C
USE TYPE	ORIGINAL AREA	EXPANDED AREA (10 th COURT)	EXPANDED AREA (SILVER BEACH RD)	TOTAL
RESIDENTIAL	58,494,270	1,229,162	19,931,174	79,654,606
COMMERCIAL	49,498,126	20,225,436	1,805,292	71,528,854
INDUSTRIAL	153,263,258	6,624,026	-	159,887,284
INSTITUTIONAL	3,533,524	-	-	3,533,524
GOVERNMENT	-	-	-	-
MISC. (FPL, etc.)	2,491,587	-	-	2,491,587
CENTRALLY ASSESSED (rail)	-	-	-	-
TOTAL	267,280,765	28,078,624	21,736,466	317,095,855

LAKE PARK CRA

Parcels by Use Type

There are 643 total property parcels within the Lake Park CRA with Residential, Industrial, and Commercial parcels representing approximately 50%, 29%, and 17% respectively with the balance comprising other uses (e.g., government, institutional).



PARCELS BY USE TYPE

	A	B	C	=A+B+C
USE TYPE	ORIGINAL AREA	EXPANDED AREA (10 th COURT)	EXPANDED AREA (SILVER BEACH RD)	TOTAL
RESIDENTIAL	207	8	104	319
COMMERCIAL	77	27	3	107
INDUSTRIAL	175	9	-	184
INSTITUTIONAL	7	-	-	7
GOVERNMENT	18	-	3	21
MISC. (FPL, etc.)	3	-	-	3
CENTRALLY ASSESSED (rail)	2	-	-	2
TOTAL	489	44	110	643

LAKE PARK CRA

Millage Rates

The table below provides a summary of the operating millage rates levied by each Taxing Authority that make payments to the Lake Park CRA.

CONTRIBUTING TAXING AUTHORITY MILLAGE RATES					
TAX ROLL YEAR	FISCAL YEAR	A TOWN OF LAKE PARK	B TOWN OF LAKE PARK (PBC FIRE MSTU EQUIVALENT) ⁴	C PALM BEACH COUNTY ⁵	=A+B+C TOTAL
2024	2025	5.1000	3.4581	4.5000	13.0581
2023	2024	5.1870	3.4581	4.5000	13.1451
2022	2023	5.3474	3.4581	4.7150	13.5205
2021	2022	5.3474	3.4581	4.7815	13.5870
2020	2021	5.3474	3.4581	4.7815	13.5870
2019	2020	5.3474	3.4581	4.7815	13.5870
2018	2019	5.3474	3.4581	4.7815	13.5870
2017	2018	5.3474	3.4581	4.7815	13.5870
2016	2017	5.3474	3.4581	4.7815	13.5870



⁴ The Town of Lake Park began utilizing the Palm Beach County Fire/Rescue MSTU on October 1, 2015 (FY 2016) for fire-rescue services. The PBC Fire MSTU is exempted from contributing to the LPCRA. However, the Town of Lake Park contributes an amount equivalent to the PBC Fire MSTU calculated tax increment to the LPCRA annually.

⁵ Palm Beach County contributes tax increment to the Original CRA area only and is exempt from contributing tax increment to the Expanded Area.

LAKE PARK CRA

Tax-Increment Revenues

Taxing Authorities, which levy ad valorem taxes on real property subject to taxation located within the CRA, are required by January 1st of each year to deposit into the Lake Park CRA Trust Fund an amount equal to 95% of the difference between:

- The amount of ad valorem taxes levied each year by that Taxing Authority on taxable real property contained within the geographical boundaries of the Lake Park CRA, exclusive of any amount from any debt service millage; and
- The amount of ad valorem taxes which would have been produced by the millage rate upon which the tax is levied each year by the Taxing Authority on the assessed value of the taxable real property in the Lake Park CRA as of January 1st of the base year, exclusive of any amount from any debt service millage.

The Taxing Authorities which are obligated to remit tax increment to the Lake Park CRA:

- Original CRA Area: Town of Lake Park and Palm Beach County.
- 10th Court Expanded CRA Area: Town of Lake Park
- Silver Beach Road Expanded CRA Area: Town of Lake Park

The following table provides a 10-year summary of historical tax increment revenues for the CRA segmented by Taxing Authority.

TAX INCREMENT REVENUES							
		A	B	C	=A+B+C+D		
TAX ROLL YEAR	FISCAL YEAR	TOWN OF LAKE PARK	TOWN OF LAKE PARK (PBC FIRE MSTU EQUIVALENT) ⁶	PALM BEACH COUNTY ⁷	TOTAL (ROUNDED)	% CHANGE OVER PRIOR YEAR	
2024	2025	\$ 1,040,160	\$ 705,290	\$ 902,730	\$ 2,648,181	29.8%	
2023	2024	805,387	536,940	698,524	2,040,850	14.4%	
2022	2023	705,752	456,402	621,952	1,784,106	21.2%	
2021	2022	579,441	374,718	517,894	1,472,053	8.6%	
2020	2021	533,424	344,959	476,859	1,355,242	14.0%	
2019	2020	468,132	302,735	418,405	1,189,273	19.1%	
2018	2019	392,972	254,130	351,202	998,304	14.0%	
2017	2018	344,772	222,960	307,994	875,726	19.7%	
2016	2017	288,146	186,341	257,251	731,738		

⁶ The Town of Lake Park began utilizing the Palm Beach County Fire/Rescue MSTU on October 1, 2015 (FY 2016) for fire-rescue services. The PBC Fire MSTU is exempted from contributing to the LPCRA. However, the Town of Lake Park contributes an amount equivalent to the PBC Fire MSTU calculated tax increment to the LPCRA annually for all CRA Areas.

⁷ Palm Beach County contributes tax increment to the Original CRA Area only and is exempt from contributing tax increment to the Expanded CRA Areas.

LAKE PARK CRA

Accomplishments and Activity Status Updates

Redevelopment Projects

1301 10th Street

The Lake Park CRA entered into a Grant Agreement with the Lake Park Group in late 2022 for a new construction CRA Grant of \$1 million for a 28,000 SF building that includes the addition of the Oceana Coffee Headquarters, Culinary Studio, and Florida Canning. Construction began in 2023 and will be completed in early 2025. The CRA investment was combined with private funding and a Palm Beach County Economic Development loan.

- Start Date: August 2023.
- End Date: March 2025.
- CRA Investment: \$1,000,000.
- Private Investment: over \$10,000,000.
- Use: Coffee roaster, retail, commercial kitchen, canning operations.



Construction (left/above)
Conceptual Rendering (below)



LAKE PARK CRA

796 10th Street

A Lake Park CRA economic development grant was awarded to Liberty Square, LLC for façade improvements to the property located at 796 10th Street. The property is an outdated strip center that includes multiple businesses, including a restaurant, brewery, and martial arts center.

- Start Date: May 2024.
- End Date: Spring 2025.
- CRA Investment: \$360,000.
- Private Investment: \$1,500,000.



Conceptual Rendering of Façade
Improvements (above)

Marketing Materials (right)

LIBERTY SQUARE PLAZA 796 10TH ST.

FUNDED IN PART BY A GRANT FROM THE LAKE PARK CRA, LIBERTY SQUARE PLAZA IS CURRENTLY UNDER RENOVATIONS THAT INCLUDE A FAÇADE TRANSFORMATION, THE ADDITION OF SIDEWALK CAFE SEATING AND NEW IMPACT STOREFRONTS FOR THE BUSINESSES LOCATED IN THIS PLAZA.



Liberty Square Plaza
Vacancy: 804 10th ST.



- 1,500 SF END UNIT
- PLENTY OF PARKING
- LARGE SIDEWALK



- 15 FT INDUSTRIAL CEILINGS
- NO COLUMNS
- OVERSIZED NEW STOREFRONT

LAKE PARK CRA

1100 Old Dixie Highway

Lake Park Logistics completed construction of a 185,000 SF warehouse within the Lake Park CRA industrial district in December 2023. This property is now valued at over \$37 million. The owners are seeking a tenant for a corporate headquarter use, distribution center, etc.



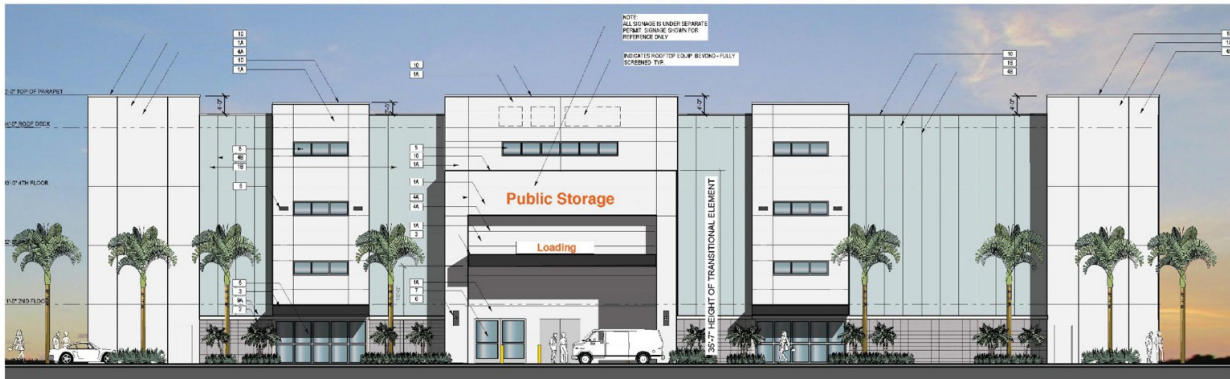
Conceptual Rendering (above)
Construction (below)



LAKE PARK CRA

1450 Waterview Road

DXD Self Storage completed construction in 2024. This public storage facility is within the industrial district of the Lake Park CRA and is 4 stories and nearly 25,000 SF. The property value is now over \$1 million.



Conceptual Rendering



Capital Projects

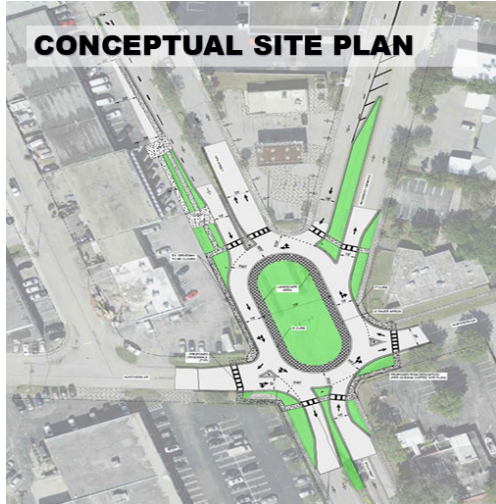
Park Avenue Hardscape & Landscape Improvements

Park Avenue was given a facelift in fiscal year 2024 with the replacement of ground cover and landscaping as well as sidewalk improvements.

Construction took place along Park Avenue from 7th to 10th Streets with improvements completed in August 2024.



LAKE PARK CRA



10th Street Ovalabout

This project is focused on improving vehicular safety (reduced travel speeds) and pedestrian mobility (protected crosswalks) at the intersection of 10th Street, Northern Drive, and Prosperity Farms Road with the installation of an ovalabout.

An ovalabout is a type of oval-shaped intersection or junction in which road traffic is permitted to flow in one direction (counterclockwise) around an oval-shaped island.

Design was completed in 2024.

Pocket Park

The Lake Park CRA completed construction of a Park located at 610 7th Street in 2024. Improvements included the addition of a gazebo for musical performances, places for art, and abundant landscaping.

The CRA Board and community selected the name Centennial Memorial Park.



LAKE PARK CRA

Redevelopment Grants and Incentives

The Lake Park CRA offers incentives for business and property owners to encourage taxable value growth by enhancing properties and encouraging new development. In May 2024, the CRA began developing structured incentive packages to market to the public and increase the predictability of CRA offerings.

The incentives were approved on July 17, 2024, via Resolution 48-07-24. The following is a summary of incentives that are now available for business and property owners.

Redevelopment Grant and Incentive Portfolio

Façade and Exterior Improvement Program

This grant is available to all properties/businesses in the Lake Park CRA for aesthetic improvements to the exterior of commercial buildings and sites. The grant provides 80% of the project cost up to a maximum CRA grant of \$50,000 depending on the project location.

- Park Avenue (7th St. to 10th St.): \$50,000.
- 10th Street (Northlake to Silver Beach): \$50,000.
- Industrial Area \$20,000.

Commercial Interior Buildout Program

As an incentive for restaurant/brewery/distillery uses, the Lake Park CRA will fund 80% of interior build-outs up to \$50,000. Improvements must increase the property value and remain with the property. These improvements could include a grease trap or hood system, bathrooms, HVAC, etc.

Real Estate Development Accelerator (REDA) Program

Primarily for large scale development projects greater than \$5 million, this incentive can be utilized in the form of a land mark-down, infrastructure improvements, Tax Increment Financing or similar types of assistance. Each project is negotiated on an individual basis based on a gap in a development pro forma or level of public benefit provided.

Strategic Investment Program

Based on a formula that considers the amount of tax increment generated from each project, commercial and mixed-use projects up to \$5 million may be eligible for funding for interior and exterior improvements to the property or structure. Priority will be given to uses considered as a goal of redevelopment within the CRA, such as restaurants.

Relocation and Development Assistance Program

The Lake Park CRA may assist with relocation and development of certain uses to allow for a more desirable or upgraded use. This program provides the incentives necessary for

LAKE PARK CRA

redevelopment including tenant relocation, acquisition, buildout, and rehabilitation/renovation of existing properties.

Grand Opening Assistance Program

The Lake Park CRA offers assistance to new businesses within the CRA for their “Grand Opening”. This will include an invitation to elected officials, marketing through the town’s social media as well as a ribbon cutting. The business can receive up to \$500 for refreshments or marketing expenses for the event.

Beautify Lake Park Program

This is a small administrative grant of up to \$5,000 for facade improvements such as paint, signage, lighting and landscaping for businesses within the Lake Park CRA.

Paint, Plant and Pave Program

Created to provide curb appeal to single-family and multi-family properties in the Lake Park CRA, the CRA will assist with 80% of a project cost up to a maximum of \$10,000 per property for exterior improvements such as pressure cleaning, painting, facade repair, landscaping, awnings, driveways, irrigation systems and fence repair/removal.

Redevelopment Grant and Incentive awards in Fiscal Year 2024

Façade and Exterior Improvement Program

- 903 Park Avenue (Kelsey Market)

Lake Park CRA staff, in conjunction with the Lake Park Community Development Department and the applicant, finalized the design for a façade grant for the property at 903 Park Avenue. Incentive approved in fiscal year 2025.

- 1249 10th Street

Lake Park CRA staff is currently working with the applicant to design façade improvements for the property located at 1249 10th Street. Incentive approval targeted for fiscal year 2025.

Strategic Investment Program (SIP)

- 101 10th Street (Twiggs Academy)

The Lake Park CRA has been working closely with the Twiggs Academy to assist in securing funding for an expansion of their location. Palm Beach County, Small Business Association, and private funding resources have been secured, along with potential CRA SIP program funding. The CRA will consider this grant for formal approval in fiscal year 2025 now that other funding sources have been secured.



LAKE PARK CRA

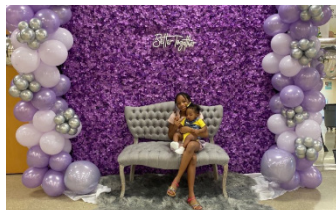
Grand Opening Assistance Program

- 801 Park Avenue (Flowers for All Occasions)
Ribbon Cutting and Grand Opening on June 15, 2024.



LAKE PARK CRA

- 921 Park Avenue (Brown Baloons)
Ribbon Cutting and Grand Opening on July 27, 2024.



- 933 Park Avenue (Tentacion Mexican Restaurant)
Ribbon Cutting and Grand Opening on May 24, 2024.

Beautify Lake Park Program

- 921 Park Avenue (Brown Baloons)
Incentives targeted towards signage improvements.
- 1249 10th Street
Incentives targeted towards signage improvements.

LAKE PARK CRA

New Business Activity

The opening of 42 new businesses within fiscal year 2024 is a testament to the Lake Park CRA's strong economic vitality, business-friendly environment, and growing market demand. This influx of new enterprises not only diversifies the local economy but also stimulates job creation, enhances the commercial tax base, and fosters a vibrant, dynamic community. As these businesses establish themselves, they contribute to increased consumer spending, attract further investment, and enhance the overall quality of life for residents. Moreover, their presence signals confidence in the city's infrastructure, governance, and economic development initiatives, reinforcing its reputation as a prime destination for business growth. Of these new businesses, seven (7) are located on Park Avenue.

Marketing Plan

The CRA selected a firm to assist in the creation of a Marketing Plan and District Branding. The firm began work in August 2024 with a series of public meetings and research. The final marketing plan was delivered in January 2025, and District Branding will begin immediately following.



**Please Join Our
CRA Strategic Marketing Plan Development
Business Meetings**

We are excited to invite you to participate in the development of a comprehensive Strategic Marketing Plan for the Lake Park CRA. Your business is a vital part of our community, and your insights and expertise are invaluable to this initiative.

FOR RETAIL & SERVICE BUSINESSES
Please Join Us Monday
September 9, 2024
5:30PM - 7:00PM
Lake Park CRA Office
800 Park Avenue

FOR FOOD & BEVERAGE BUSINESSES
Please Join Us Wednesday
September 11, 2024
9:00AM - 10:30AM
Brooklyn Cupcake
796 10th Street

FOR ALL BUSINESSES WITHIN THE CRA DISTRICT
Please Join Us Tuesday
September 10, 2024
5:30PM - 7:00PM
Town Hall Mirror Ballroom
535 Park Avenue

NOTE: Please feel free to attend any one of the meetings that best suits your schedule.

Please use the QR Code to complete our Business Survey.





Business Survey Link

To confirm your attendance or for more information, please contact
Allison Justice, Lake Park CRA Administrator at
AJustice@LakeParkFlorida.gov



SUPPORT LOCAL BUSINESSES
AT THE
HOLIDAY BOUQUETS EVENT
DECEMBER 6, 2024
3 PM - 9:00 PM
BLOCKS OF PARK AVENUE
DOWN LAKE PARK

- THE BREWHOUSE GALLERY • COASTAL KARMA BREWERY
- BOXING & FITNESS CLUB • FLOWERS FOR ALL OCCASIONS
- AGE GOODS • LOCALE GASTROPUB • OCEANA COFFEE
- DISCOUNT BEVERAGES • SANDERS ELITE TUTORING



**JOIN US FOR THE
GRAND OPENING
Celebration**
WE ARE THRILLED TO ANNOUNCE
THE UNVEILING OF
SET SANDERS ELITE TUTORING
FRIDAY, DECEMBER 13, 2024
7:00 PM - 9:00 PM
742 PARK AVE. SUITE 6
LAKE PARK, FL 33403
Sponsored by the Lake Park Community Redevelopment Agency



HOLIDAY CELEBRATION
FRIDAY, DECEMBER 6, 2024
6:00 PM - 8:00 PM
TOWN GREEN
CORNER OF PARK AVENUE
AND 9TH STREET

JOIN US FOR LIVE PERFORMANCES
GIFTS WITH SANTA, RAFFLE PRIZES AND
THE OFFICIAL COUNTDOWN TO THE LIGHTING
OF THE CHRISTMAS TREE. NEIGHBORS AND KIDNAPS!
WE ALSO HAVE THE 10 VIEW THE HOLIDAY
LIGHT DISPLAY ALONG PARK AVENUE!

FOR SPONSORSHIP, SUPPORT & COLLECTOR
INFORMATION, PLEASE CONTACT
THE SPECIAL EVENTS COMMITTEE
SPECIALEVENTS@LAKEPARKFLORIDA.GOV

LAKE PARK CRA

Social Media

Over the past year, the Lake Park CRA's Facebook and Instagram accounts have seen significant growth in engagement. On Facebook, reach remained steady, engagement metrics soared, with content interactions up 89%, link clicks increasing 2,400%, and visits rising 247%. On Instagram, engagement also improved, with content interactions and link clicks both doubling (+100%) and visits increasing by 140%.

The following metrics are for October 1, 2023 – September 30, 2024:

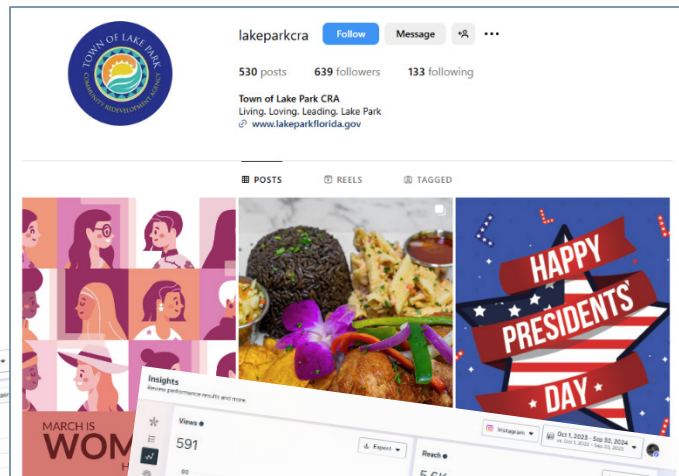
- Facebook

- Views: 101.
- Reach: 107,600.
- Content Interactions: 2,000 (+89%).
- Link Clicks: 6,900 (+2,400%).
- Visits: 3,600 (+247%).
- Follows: 104 (-63%).



- Instagram

- Views: 591.
- Reach: 5,600.
- Content Interactions: 35 (+100%).
- Link Clicks: 229 (+100%).
- Visits: 574 (+140%).
- Follows: 34.



LAKE PARK CRA

Holiday Display

Beginning in fiscal year 2024, the Town of Lake Park and the Lake Park CRA expanded the annual holiday tree lighting event by adding lighted displays and lighted trees along Park Avenue from 7th to 10th Streets.

This investment served to drive customers to Downtown Lake Park businesses throughout the holiday season. Year one was a huge success and nearly 27,000 guests visited Downtown. The CRA heard from local businesses that the name recognition of Lake Park is a challenge, and the lights display serves as a catalyst to continue to boost brand identity.



PERFORMANCE DATA

Downtown Lake Park

The Lake Park CRA continues to focus on creating a vibrant Downtown Lake Park along Park Avenue.

In addition to the holiday display, completion of Centennial Memorial Park and Park Avenue landscape enhancements, the CRA continues to work with property owners to enhance their properties.

Electric and sound upgrades being considered and plans for parking upgrades will help mitigate parking challenges with future growth. District Branding of Downtown will help create the sense of place and awareness to continue to attract new owners and businesses to Lake Park.



**10th Street and Park Avenue Businesses
Please Join Our
CRA Special Events Discussion**

**Thursday, October 17, 2024 / 9:00 AM
Lake Park CRA Office / 800 Park Avenue**


TOPIC #1 RUST MARKET EXPANSION During the November Event and Future Rust Market Events	TOPIC #2 LAKE PARK HOLIDAY EVENT During the Month of December and the December 6 Tree Lighting
---	---

WE NEED YOU!

While the Lake Park CRA is currently developing the Strategic Marketing Plan, these two events are already planned. They present an opportunity for the CRA to support local business attraction, retention, and growth.

We are seeking your input to develop the best strategies that will encourage attendees to discover and visit your business either during the event and/or at a later time.

[TAKE THE BUSINESS SURVEY](#)



SCAN ME

Performance Data

The following section provides performance data in accordance with F.S. §163.371 as of September 30, 2024 (most recent data available).

- F.S. §163.371
 - Total number of activities started and completed and the estimated cost for each activity.
 - Total expenditures from the Redevelopment Agency Trust Fund.
 - Original assessed real property values within each CRA District as of the day the CRA was created (base year).
 - Total assessed real property values of property within the boundaries of the CRA as of January 1 of the reporting year.
 - Total amount expended for affordable housing for low-income and middle-income residents.
 - A summary indicating Redevelopment Plan achievements. Within the framework of this data, the redevelopment activities are categorized by achievement.

PERFORMANCE DATA

Community Redevelopment Agency of the Town of Lake Park

Florida Department of Economic Opportunity Special District Accountability Program ID

1692

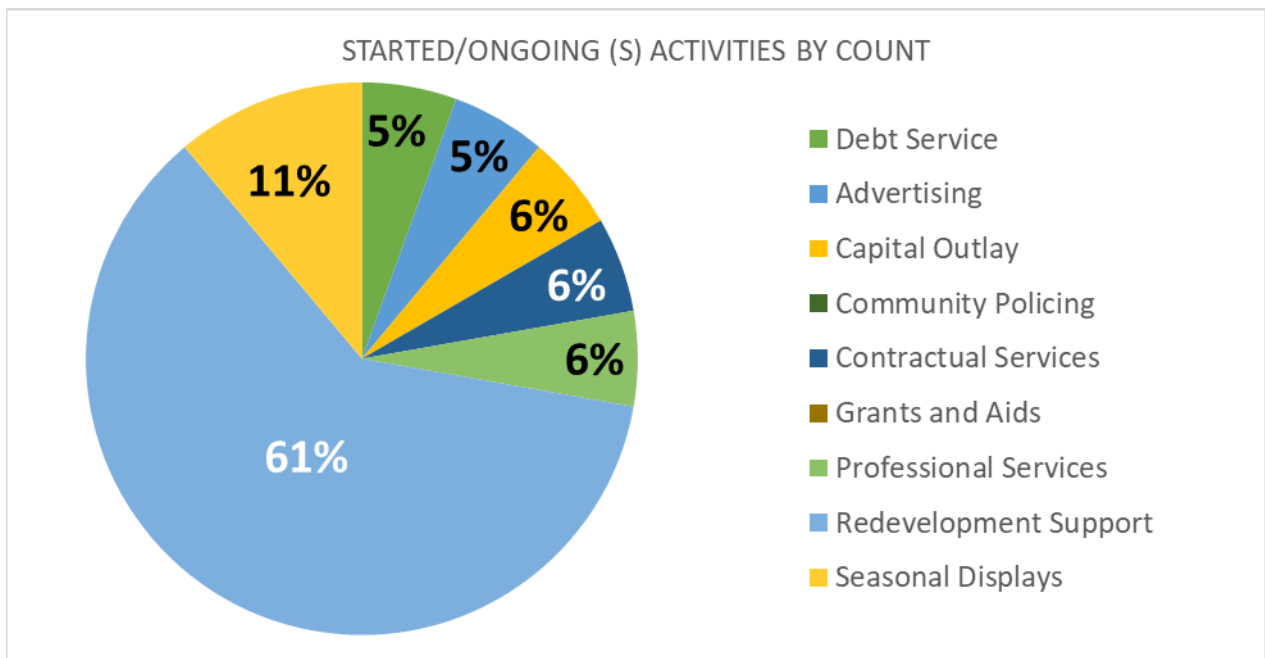
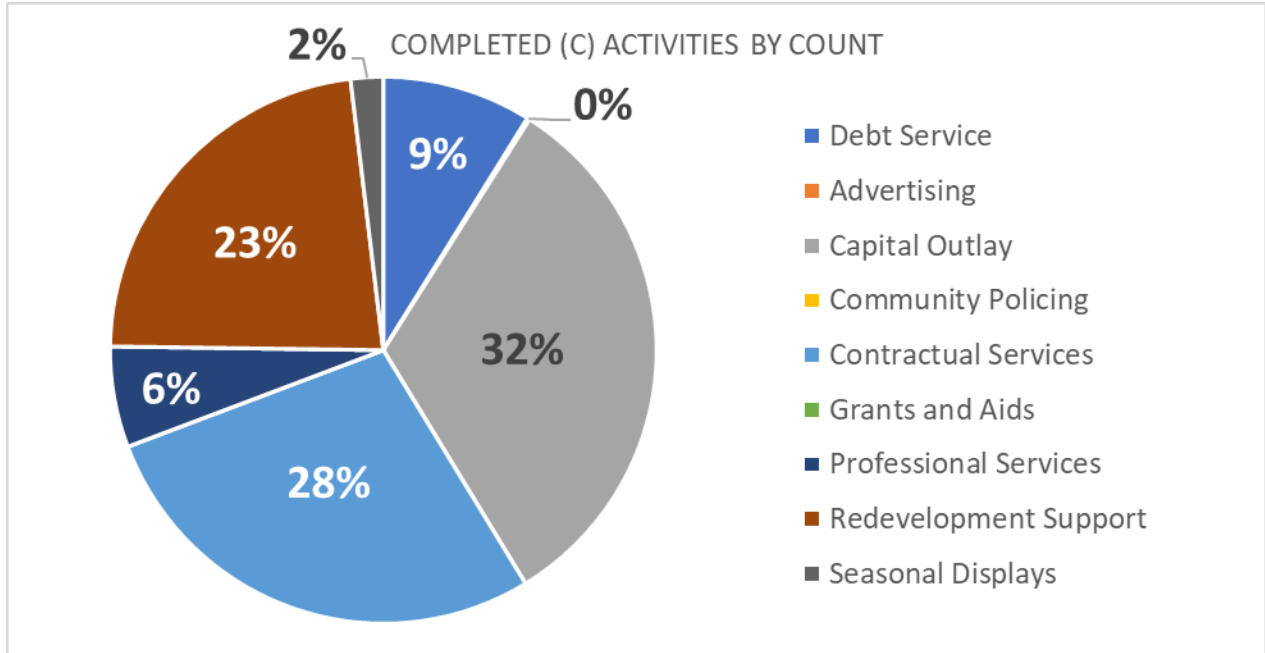
Registered Agent	Ms. Vivian Mendez
Mailing Address	535 Park Avenue Lake Park, FL 33403
Telephone	(561) 881-3311
Fax	(561) 881-3314
Email	vmendez@lakeparkflorida.gov
Website	https://www.lakeparkflorida.gov/government/departments/community-redevelopment-agency
County(ies)	Palm Beach
Local Governing Authority	Town of Lake Park
Date Created / Established	Wednesday, November 20, 1996
Creation Documents	Town Resolution 65-1996
Board Selection	Similar to Local Governing Authority
Authority to Issue Bonds	Yes
Revenue	Tax Increment Financing
Most Recent Update	Tuesday, November 12, 2024

Total number of Activities started and/or ongoing	14
Total number of Activities completed	18
Total amount expended for low and middle income affordable housing	\$ -

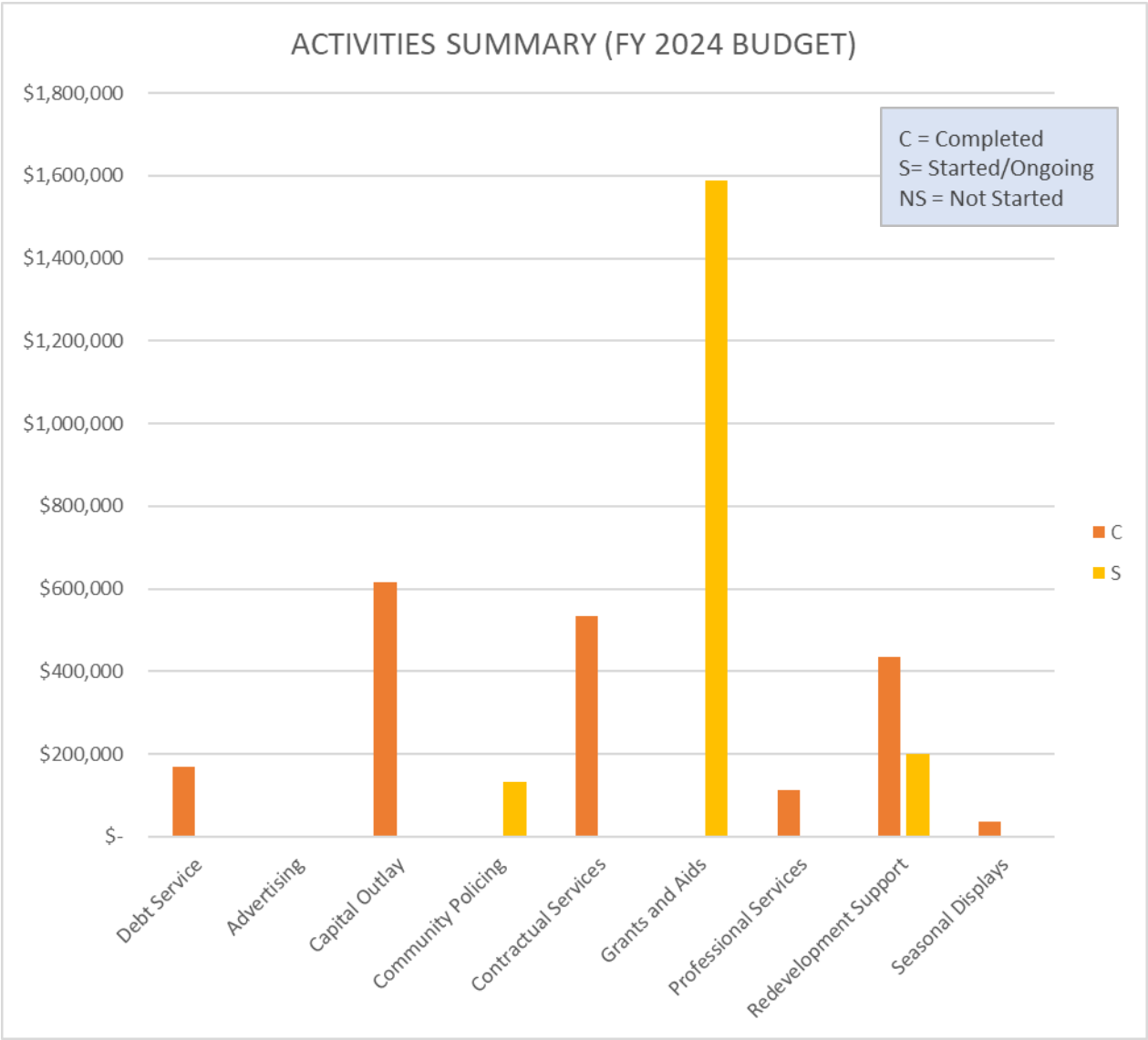
The following is a summary of this community redevelopment agency's achievement of its redevelopment plan's goals.

REDEVELOPMENT INITIATIVE CATEGORIES	CRA MASTER PLAN OBJECTIVE(S)
Advertising	1,2,5
Capital Outlay	1,2,3,4
Community Policing	1,2,5
Contractual Services	1,2,3,4,5
Grants and Aids	1,2,3,4
Professional Services	1,2,3,4,5
Redevelopment Support	5
Seasonal Displays	1,2,5

PERFORMANCE DATA



PERFORMANCE DATA



FINANCIAL STATEMENTS

Financial Statements

The CRA Annual Report for the fiscal year ending September 30, 2024, has been prepared in accordance with F.S. §163.371 and 163.387(8).

- F.S. §163.371

This Annual Report has been prepared in accordance with F.S. §163.371 including a financial statement setting forth its income/expenses.

- F.S. §163.387(8)

The Financial Report is currently under its annual independent audit review and will be issued within State mandated timelines. Once issued, copies can be obtained electronically from the website at:

<https://www.lakeparkflorida.gov/government/departments/finance-department>



FINANCIAL STATEMENTS

TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

BALANCE SHEET *(UNAUDITED)*

SEPTEMBER 30, 2024

	General Fund
ASSETS	
Cash and cash equivalents	\$ 1,530,614
Due from other funds	317,379
Prepays	394
Total assets	\$ 1,848,387
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	
Liabilities:	
Accounts payable and accrued liabilities	\$ 65,115
Total liabilities	65,115
Fund balance:	
Restricted for:	
Nonspendable - prepaid items	394
Restricted for community redevelopment	1,782,878
Total fund balances	1,783,272
Total liabilities, deferred inflows of resources, and fund balances	\$ 1,848,387

FINANCIAL STATEMENTS

TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES *(UNAUDITED)*

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	General Fund
REVENUES	
Tax increment - Palm Beach County	\$ 699,404
Tax increment - Town of Lake Park	1,338,794
Miscellaneous	-
Total revenues	2,038,198
EXPENDITURES	
Current - Economic environment	1,136,403
Capital outlay	626,029
Debt service - contribution to Town debt service	168,597
Grants and aid	396,365
Total expenditures	2,327,394
Net change in fund balances	(289,196)
FUND BALANCES (DEFICIT), BEGINNING OF YEAR	2,072,469
FUND BALANCES (DEFICIT), END OF YEAR	\$ 1,783,272

LOVING LIVING LEADING LAVISH
LIVELY LEARNING LIKING LOCAL
LODGING LYRICAL LOYAL LISTED
LIMITLESS LIFELONG LAUGHING
LINKING LEISURE LAKE PARK 



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025

Originating Department: Human Resources

Agenda Title: Ratification of Insurance Settlement – Preferred Governmental Claims Solutions (Kelly)

Agenda Category: **CONSENT**

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

Cost of Item:	<u>\$25,000.00</u>	Funding Source:	<u>Insurance Fund</u>
Account Number:	<u>150-49500</u>	Finance Signature:	<u>Barbara A. Gould Interim Finance Director</u>

Advertised:

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

Attachments: Copy of Release

Please initial one:

BMT Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

On September 25, 2019, Ms. Sandra Kelly tripped and fell on a sidewalk located within the Town's rights-of-way.

While the Town has denied any and all liability and/or wrongful acts and denies that Ms. Kelly maintained a valid claim and/or potential claim against the Town, the Town's previous property and casualty insurance company, Preferred Governmental Claims Solutions, has recommended a proposed settlement in the amount of \$60,000.

Note: The Town carries a \$25,000 deductible that, if approved, would be applied to the settlement amount.

The proposed settlement agreement was prepared by Preferred Government Claims Solutions and agreed to by Ms. Kelly. Additionally, the proposed agreement was reviewed by the Assistant Town Manager/HR

Director.

Recommended Motion:

I move to ratify the proposed settlement amount of \$60,000 and payment of a \$25,000 deductible to the Preferred Governmental Claims Solutions.

RELEASE

This Release (the "Release") is made and entered into on this ^{25th} day of February, 2025, by SANDRA KELLY (hereinafter referred to as the "Releasing Party"), and provides as follows:

WHEREAS a civil lawsuit was filed against the Town of Lake Park (the "Town") in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, styled *Sandra Kelly v. Town of Lake Park* bearing Case No. 50-2023-CA-004352-XXXX-MB (the "Lawsuit"), as a result of a trip-and-fall incident that occurred on or about September 25, 2019 on a sidewalk in Lake Park, Florida;

WHEREAS the Releasing Party wishes to amicably resolve all of the claims, potential claims, actions and causes of action that the Releasing Party has or may have had against the Town with respect to the September 25, 2019 incident that is the subject of the Lawsuit;

WHEREAS the Releasing Party executes this Release with the understanding that the Town denies any and all liability or wrongful acts and denies that the Releasing Party has any valid claims or potential claims against the Town, and the Releasing Party further acknowledges that the Town is paying the Settlement Amount as set forth in this Release solely because this is a cost-effective resolution of any and all disputes and potential disputes between the Releasing Party and the Town without having to incur the expense and inconvenience of continued litigation;

WHEREAS the term the "Town" as used throughout this Release shall include its elected officials, agents, attorneys, all present and past employees, representatives, successors, assigns, and any person or entity acting on behalf of the Town;

WHEREAS the term "Releasing Party" as used throughout this Release shall include any of the Releasing Party's beneficiaries, heirs, successors, agents, representatives, administrators and assigns; and

WHEREAS the Releasing Party executes this Release based on the desire to settle, compromise, and forever resolve all of the claims being asserted or that could have been asserted by the Releasing Party against the Town in the Lawsuit.

NOW, THEREFORE, in consideration of the above recitals, the covenants and undertakings contained herein, as well as the terms described below, and other good and valuable consideration, and the Releasing Party's voluntarily stipulating and agreeing to settle and release all pending and contemplated claims against the Town, the Releasing Party agrees as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Subject to final approval of the settlement amount by the Town Commission, within thirty (30) days after the execution of this Release by the Releasing Party, the Town will pay or cause to be paid the total sum of **Sixty Thousand Dollars (\$60,000.00)** to Sandra Kelly, in consideration of settlement of the Releasing Party's claims and potential claims for damages, attorney's fees and costs that were brought or that could have been brought in the Lawsuit (the "Settlement Amount"). Payment of

Release of Town of Lake Park by Sandra Kelly
Kelly v. Town of Lake Park
Case No. 50-2023-CA-004352-XXXX-MB
Page 2 of 4

the Settlement Amount will be deemed to satisfy all of the claims that were brought or that could have been brought against the Town in the Lawsuit.

3. Within five (5) business days after payment of the Settlement Amount has been received, Sandra Kelly, through her respective counsel, shall file a Notice of Voluntary Dismissal with Prejudice to effectuate the dismissal with prejudice of this Lawsuit against the Town.
4. Except to the extent included in the Settlement Amount, the Releasing Party and the Town shall bear their own attorney's fees and costs for all matters associated with the Lawsuit and the negotiation of this Release.
5. With the exception of enforcing the terms of this Release and subject to final approval of the settlement by the Town Commission, Sandra Kelly, including her beneficiaries, heirs, successors, agents, representatives, administrators, insurers and assigns, does hereby fully and forever remise, release, acquit, satisfy, and forever discharge the Town of Lake Park, including the Town's elected officials, agents, attorneys, all present and past employees, representatives, assigns, and any person or entity acting on behalf of the Town, of and from all claims, costs, attorney's fees, expenses, compensation, losses, demands, and all manner of actions, causes, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions, whatsoever in law or in equity, which Sandra Kelly had or may have against the Town of Lake Park from the beginning of time to the date of this Release that arise out of or are connected in any way to the September 25, 2019 incident that is the subject of the lawsuit styled *Kelly v. Town of Lake Park* bearing Case No. 50-2023-CA-004352-XXXX-MB.
6. The "claims, costs, attorney's fees, expenses, compensation, losses, demands, and all manner of actions, causes, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions, whatsoever in law or in equity" as released in Paragraph 5 above, shall be referred to collectively herein as the "Released Claims."
7. The Releasing Party understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind (whether known, unknown, suspected, unsuspected, accrued or unaccrued) which the Releasing Party has or may have against the Town with respect to the trip-and-fall incident that is the subject of the Lawsuit.
8. Should either the Town or the Releasing Party be required to take legal action to enforce the provisions of this Release, the prevailing party in such an action shall be entitled to recover from the non-prevailing party all reasonable attorney's fees

Release of Town of Lake Park by Sandra Kelly
Kelly v. Town of Lake Park
Case No. 50-2023-CA-004352-XXXX-MB
Page 3 of 4

and costs incurred by the prevailing party in such legal action (at both the trial and appellate levels).

9. This Release shall inure to the benefit of, and be binding upon, the Releasing Party and her beneficiaries, heirs, successors, agents, representatives, administrators and assigns.
10. The Releasing Party agrees that should any provision of this Release be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Release. The remainder of the Release shall be carried out as nearly as possible according to its original terms and intent, as if the invalid or unenforceable provision was not a part hereof.
11. The Releasing Party represents and warrants that:
 - (a) The Releasing Party possesses the authority to execute this Release;
 - (b) No conditions, representations, warranties, promises, covenants, statements or provisions have been made other than as expressly stated in this Release;
 - (c) The Releasing Party will not voluntarily assist any other person or entity in any claim of contribution, indemnity, subrogation, allocation and/or apportionment against the Town with respect to the Released Claims;
 - (d) The Releasing Party has not made, and will not make, any assignment, conveyance or transfer of any of the Released Claims;
 - (e) The Releasing Party has carefully read and fully understands the complete terms of this Release and the obligations and consequences of signing this Release;
 - (f) The Releasing Party has executed this Release knowingly and voluntarily and with the opportunity to consult with counsel;
 - (g) The Releasing Party has relied solely upon the terms of this Release and upon the advice of her own counsel in executing this Release;
 - (h) The Releasing Party will fully and completely satisfy all liens pertaining to or arising from the September 25, 2019 incident that is the subject of the Lawsuit, including any Medicare and/or Medicaid liens (if any), out of the proceeds of the settlement of the Lawsuit. The Releasing Party agrees that she will execute any additional documentation, including a Medicare Addendum (if applicable), that is reasonably necessary to process payment of the Settlement Amount. However,

Release of Town of Lake Park by Sandra Kelly
Kelly v. Town of Lake Park
Case No. 50-2023-CA-004352-XXXX-MB
Page 4 of 4

nothing contained in this Paragraph 11(h) shall be construed to delay the delivery of the Settlement Amount by means of a check made payable to "Casas Law, P.A., Trust Account". Notwithstanding anything to the contrary contained in this Release, the Town shall cause said settlement check to be delivered to Casas Law, P.A., 580 Village Blvd., Ste. 360, West Palm Beach, FL 33409 within twenty (20) days following final approval of the settlement amount by the Town Commission as referenced in Paragraph 2 of this release.

IN WITNESS WHEREOF, Sandra Kelly has executed this Release.

Signature: _____

Sandra A. Kelly
SANDRA KELLY

STATE OF FLORIDA)
): ss
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ___ online notarization, on this 28th day of February, 2025, by SANDRA KELLY, who is personally known to me or has produced Florida D.L. as identification.

Dalila L. Serna

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:



DALILA L. SERNA
Commission # HH 330668
Expires November 17, 2026



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025

Originating Department: Finance Department

Agenda Title: Approval to Terminate Current Town Pension Program - Proposed Termination Letter - Corebridge Financial Institutional Services

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

Consent

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

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

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

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Attachment "A" Letter from Plan Administrator Formally Requesting Exit from Group #58372 Pension Plan

Please initial one:

x Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Town Commission is in the process of approving the change of the Town's Pension Plan from Corebridge Financial Institutional Services to the Florida Retirement System (FRS) effective July 1, 2025. As a result, the Town is proposing to terminate the Town's current Pension Plan (GA #5872) - both the Deferred Comp Plan (Plan 1) and the Pension Plan (Plan 2) - with Corbridge Financial Institutional Services on June 30, 2025.

As required by Corebridge Financial Institutional Services, a proposed letter terminating the Town's current Plan GA #58372 is requested to be approved by the Town Commission and approved to be signed by the Plan Administrator (Interim Finance Director Barbara A. Gould) and submitted immediately to Corebridge.

Recommended Motion:

I move to approve the termination of the Town's current Plan GA #58372 and approve the proposed letter terminating the Town's current Pension Program to be signed by the Plan Administrator (Interim Finance Director Barbara A. Gould) and submitted immediately to Corebridge.



Finance
Department

February 27, 2025

Corebridge Financial Institutional Services
Attn: Ms. Shayla K. Bell
Plan Termination Consultant
2919 Allen Parkway
10th Floor
Houston, TX 77019

Re: GA 58372

Ms. Bell,

Effective June 30, 2025, the Town of Lake Park, Florida is requesting to terminate both the Deferred Comp Plan (Plan 1) and the Pension Plan (Plan 2) from the above referenced group.

The final contributions for Town employees will be provided for the period ending June 13, 2025, with a pay date of June 19, 2025. Additionally, Town contributions will be submitted no later than June 17, 2025.

Should you have any questions and/or require additional information, please do not hesitate to contact me directly.

Respectfully

Barbara A. Gould
Plan Administrator

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3350
Fax: (561) 881-3358

www.lakeparkflorida.gov



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 19, 2025
Originating Department: Human Resources
Agenda Title: Ordinance 01-2025 - Authorizing Participation in the Florida Retirement System for All Town Employees - Effective July 1, 2025
Agenda Category: Ordinance **on** First **Reading.**

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

Cost of Item: \$80,028 **Funding Source:** Please see funds listed below*
Account Number: _____ **Finance Signature:** _____

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

Attachments: Copy of Ordinance and Timeline for Entering Florida Retirement System and Leaving Corebridge

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

Summary Explanation/Background:

Within the approved FY 2025 Budget, the Town Commission approved funding to participate/join in the Florida Retirement System (FRS), which is administered through the Florida Department of Management Services (FDMS). If approved, all Town employees and elected officials would begin to participate beginning on July 1, 2025.

The proposed pension plan is offered by the State of Florida and numerous counties, municipalities, school districts, state agencies and other eligible organizations participate in the FRS pension program as an opportunity to bring in the best possible candidates to serve in positions within the organizations as well as to assist in retaining employees. It is expected that this program will immediately assist with the various position openings that the Town maintains as well as an opportunity to retain our employees who maintain incredible knowledge and commitment in growing and supporting our community.

Note: Within the approved the Collective Bargaining Agreement (CBA) between the Town and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO) on November 20, 2024, the Town and the AFL-CIO agreed to move all bargaining unit members into the proposed FRS plan.

Funding is included within the approved FY 2025 Budget to enable the Town to begin to participate in the proposed FRS pension program. Initial funding to support this change in employee benefits for the remainder of FY 2025 is expected to include:

- General Fund - \$58,720
- Community Redevelopment Agency - \$3,108
- Streets and Roads - \$1,105
- Stormwater - \$3,192
- Sanitation - \$7,320
- Marina - \$6,583

Note: Funding to support the full cost of this new pension program will be included within the proposed FY 2026 Budget request to be considered by the Town Commission during the upcoming budget process.

Upon adoption, staff will immediately transmit the adopted Ordinance to the FDMS - Division of Retirement and provide all requisite documentation to the FDMS – Division of Retirement to complete the initial participation process to ensure that the Town is eligible to participate in the new FRS pension program on or as close to July 1, 2025. The Town will also immediately proceed closing out (terminate) its current Townsponsored employee pension program (Corebridge Retirement Plan), which consists of a 401(a)-pension plan and a 457(b) deferred compensation plan.

Finally, the Town's Human Resources (HR) Department has already commenced leading and offering various employee outreach and education trainings to ensure that our current staff are fully apprised of all opportunities and resources that are offered within the new, proposed FRS pension program.

All proposed FRS participation costs, if approved, will be included within the proposed FY 2026 Budget for consideration by the Town Commission.

The proposed Ordinance was prepared by the Florida Department of Management Services – Division of Retirement and reviewed by the Assistant Town Manager/HR Director and the Interim Finance Director.

The Town has received information from a number of external agencies as well as current staff (along with the recommendation and agreement from the AFL-CIO) that this proposed employee pension benefit would contribute to improving the ability of the Town to recruit and retain employees.

The proposed Ordinance 01-2025 was approved on first reading on March 5, 2025, and is being presented for consideration on second and final reading.

Recommended Motion:

I move to approve Ordinance 01-2025 - Authorizing Participation in the Florida Retirement System (FRS) for All Town Employees - Effective July 1, 2025, on second and final reading.

ORDINANCE 01-2025

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING THE FLORIDA RETIREMENT SYSTEM FOR GENERAL EMPLOYEES AND ELECTED OFFICIALS; 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 Statute.

WHEREAS, the Town Commission finds that it can offer its General Employees and Elected Officials better, more generous, and more stable retirement benefits under the Florida Retirement System (the "FRS") than the retirement benefits that are offered under the Town's current retirement plan, and

WHEREAS, the Town Commission finds that it is appropriate to extend to the General Employees and Elected Officials of the Town that are not excluded by law, the benefits of the FRS, on the basis of applicable state laws and amendments thereto, and rules and regulations, authorizing and directing the Town Manager to execute such agreements with the Department of Management Services (Department), as may be necessary to provide for coverage of said General Employees and Elected Officials; providing for withholding from salaries and wages of the General Employees and Elected Officials of the Town so covered to be made and paid over to the Department in accordance with applicable state laws or regulations; providing that the Town shall appropriate and pay over the employer's contributions and assessments as provided by applicable state laws or regulations; providing that the Town shall keep records and make reports as required by applicable state laws or regulations:

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

Section 1. It is hereby declared to be the policy and purpose of the Town Commission that its General Employees and Elected Officials, with the exception of those employees otherwise excluded by law, to participate in the Florida Retirement System as authorized by Chapter 121, Florida Statutes. All eligible General Employees and Elected Officials shall be compulsory members of the Florida Retirement System (FRS) as of the effective date of participation in the FRS so stated herein.

Section 2. The Town Manager is hereby authorized and directed to execute all necessary agreements and amendments thereto with the Administrator of the FRS for the purpose of extending the benefits provided by the FRS to the Town's General Employees and Elected Officials as provided by Section 1 & 2 hereof, which agreement shall provide for such methods of administration of the plan by said Town as are found by the Administrator of the FRS to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for serviced performed on and after the 14th day of June, 2025.

Section 3. Withholding from salaries, wages, or other compensation of the General Employees and Elected Officials in accordance with Section 1 hereof are hereby authorized to be

made, and shall be made, in the amounts and at such times as may be required by applicable state laws or regulations, and shall be paid over to the Administrator designated by said laws or regulations to receive such amounts.

Section 4. There shall be appropriated from available funds, derived from annually budgeted state and Town revenues (any general fund revenues, local option gas tax, marina customer revenues, stormwater assessments and commercial or residential user fees and CRA ad valorem taxes) such amounts and at such times as may be required to pay promptly the contributions and assessments required of the Town, as employer, by applicable state laws or regulations, which shall be paid over to the lawfully designated Administrator of the FRS at the times and in the manner provided by law and regulation.

Section 5. The Town shall keep such records and make such reports as may be required by applicable state laws or regulations, and shall adhere to all laws and regulations relating to the FRS.

Section 6. The Town Commission does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the FRS, for and on behalf of all General Employees and Elected Officials of its departments and agencies to be covered under the agreement.

Section 7. The Town's Finance Director is hereby designated the custodian of all sums withheld from the compensation of General Employees and Elected Officials authorized herein and of the funds appropriated by the Town Commission for the employer's contributions as provided for in Section 5 hereof. Also, the Finance Director is hereby designated as the Town's withholding and reporting agent and is charged with the duty of maintaining records for the purpose of this ordinance.

Section 8. The Town Commission hereby approves all elected official positions for inclusion in the Elected Officers' Class of the Florida Retirement System effective on the date of the Town joining the FRS.

Section 9. This ordinance shall take effect upon its execution and subsequent publication as required by law.

Section 10. The Town Clerk is directed to furnish a copy of this fully executed ordinance to the Administrator of the FRS.

FLORIDA RETIREMENT SYSTEM FREQUENTLY ASKED QUESTIONS

Item 12.



We serve those who serve Florida

GENERAL FAQs

Item 12.

Who administers the Florida Retirement System (FRS)?

The Division of Retirement administers the FRS Pension Plan. The State Board of Administration administers the FRS Investment Plan.

How do I become a Florida Retirement System (FRS) Pension Plan member?

Membership in the FRS is mandatory for employees who begin employment with an FRS employer on or after December 1, 1970, in a regularly established position. Employees should receive plan choice information by mail within 90 days from their hire date. It will provide information on how to enroll in the plan of your choice (Investment Plan or Pension Plan).

May I change plans?

FRS members have one opportunity to use a “second election” to change their plan. Contact the MyFRS Financial Guidance Line (1-866-446-9377) for more information about changing plans.

Where may I view my years of creditable service?

FRS Pension Plan members may view their creditable service at any time by logging into their FRS Online account (frs.fl.gov) and navigating to the Service History page.



FRS Online

I am ready to retire. How do I find information about retirement?

Consult the [“Ready. Set. Retire.”](#) guide for information on retirement, including on how to apply.



Ready. Set. Retire
Guide

How is my retirement benefit calculated?

The formula used for calculating your FRS Pension Plan benefit is in the [Member Handbook](#). The factors that impact your benefit calculation are the total years of creditable service you earn, the percentage value for the years you earn based on your membership class, and an average of the five or eight highest fiscal years of compensation earned during your covered employment.



Member
Handbook

When can I be reemployed?

As of July 1, in accordance with section 121.091(9)(d), Florida Statutes, retirees can be reemployed with an FRS employer and receive both compensation and retirement benefits after meeting the six-calendar month termination requirement. This change eliminates the “suspension of benefits” period previously during calendar months 7-12 of retirement.

DEFERRED RETIREMENT OPTION PROGRAM (DROP) FAQs

Item 12.

What is the Deferred Retirement Option Program (DROP) and how do I qualify?

The DROP is a voluntary retirement program that is available only to FRS Pension Plan members who qualify for normal retirement. See the [DROP Guide](#) for additional information.



DROP Guide

When may I enter the DROP?

You become eligible to enter the DROP when you are vested and reach normal retirement. Normal retirement is dependent on several factors such as membership class, the date you first became a member of the FRS, and your age. Contact the Division of Retirement for additional information.

How do I apply for the DROP?

You can apply for DROP using the [DROP Retirement Forms](#) packet, which has detailed instructions for everything required to apply for the DROP. Your employer must approve your completed forms. You may apply up to six months before reaching your normal retirement date or DROP deferral date. It is your responsibility to submit your completed application to the Division of Retirement.



DROP Forms Packet

How long can I participate in the DROP?

Generally, DROP participation is up to 96 months; however, refer to the [DROP Guide](#) for information on eligible extensions.

How do I adjust my DROP end date to take advantage of the maximum months allowed under statute?

If you wish to update your DROP participation to any date up to the maximum allowable period, you may be eligible to do so with the authorization of your employer and the Division of Retirement. Complete a revised Form DP-1 and submit it to the Division of Retirement before your current DROP end date.

What publications does the Division of Retirement offer?

The Division of Retirement has publications including, newsletters, guides, annual reports, and other helpful resources on the Publications page of FRS.MyFlorida.com



FRS Publications

What is FRS Online and who is it for?

FRS Online (frs.fl.gov) is a secure website for all Florida Retirement System (FRS) Pension Plan members. Pension Plan members and Investment Plan members receiving disability retirement or a health insurance subsidy can use FRS Online to find account information or make changes.

Does the Division of Retirement administer the Florida Retirement System (FRS) Investment Plan?

No, the State Board of Administration administers the Investment Plan. For more information, contact MyFRS (myfrs.com/ContactUs.htm)

What is the difference between the FRS Online and MyFRS websites?

FRS Online (frs.fl.gov) is a secure website for all members of the Florida Retirement System (FRS) Pension Plan and any other FRS members receiving benefits administered by the Division of Retirement.

The MyFRS website (myfrs.com) and the MyFRS Financial Guidance Program provide educational resources to all FRS members. MyFRS is sponsored by the State Board of Administration who administers the FRS Investment Plan.



frs.fl.gov/#/faqs

CONTACT US



Division of Retirement
P.O. Box 9000
Tallahassee, FL 32315-9000



Toll-free: 844-377-1888
Local: 850-907-6500
Fax: 850-410-2010

Division of Retirement Website: FRS.MyFlorida.com

Eligibility to Receive a Benefit

You must meet the following criteria in order to begin receiving your retirement benefit.

FRS Pension Plan

FRS Investment Plan

- You must be vested. If you enrolled in the FRS prior to July 1, 2011, you must have 6 years of service to vest. If you enrolled in the FRS on or after July 1, 2011, you must have at least 8 years of service to vest.

- You must have met the established age and service requirements to receive a benefit:

- If you enrolled in the FRS prior to July 1, 2011:

- **For normal retirement** and to receive your full monthly benefit, you must be age 62 with at least 6 years of service or have 30 years of service regardless of age. Special Risk class members must be age 55 with at least 6 years of Special Risk service, or have 25 years of service Special Risk service, or age 52 with 25 years of Special Risk service and military service.

- **For early retirement** and to receive a reduced monthly benefit, you must have at least 6 years of service at any age. Your benefit will be reduced 5% for each year your age at retirement is under your normal retirement age (age 62 for Regular Class). For example, if you have 10 years of service and want to retire early at age 57 (5 years before age 62), your benefit will be reduced 25% (5 years x 5% = 25%).

- If you enrolled in the FRS on or after July 1, 2011:

- You must be vested (with 1 year of FRS creditable service) if you transferred benefits from the Pension Plan into the Investment Plan, these benefits will be subject to the 6-year vesting rule (if you enrolled in the FRS prior to July 1, 2011) or 8-year vesting rule (if you enrolled in the FRS on or after July 1, 2011).

- There aren't any age or service requirements for you to receive a benefit, once you've become vested. You should consult with one of the planners at the MyFRS Financial Guidance line or a tax specialist to get an explanation of the tax implications of early retirement relevant to your personal situation (see the Taxability of Benefit (/FRSPro_ComparePlan_Taxability.htm) section).

- You cannot receive a distribution of your benefits until you have been terminated from FRS-covered employment for 3 calendar months, unless you have met the normal retirement requirements of the Investment Plan. If you meet these normal retirement requirements, you can take a one-time distribution of up to 10% of your account value after being terminated for 1 calendar month and the remaining balance after 2 additional calendar months (totaling 3 calendar months), if you have not returned to employment with an FRS employer.

For example: If your termination date is April 20, you're eligible for a distribution on the first business day of August. If you have met the normal retirement requirements of the Investment Plan, you would be eligible for up to 10% on June 1, and the remaining balance on or after August 1.

- **For normal retirement** and to receive your full monthly benefit, you must be age 65 with at least 8 years of service or have 33 years of service regardless of age. Special Risk class members must be age 55 with at least 8 years of Special Risk service, or have 25 years of Special Risk service, or age 52 with 25 years of Special Risk service and military service.

- **For early retirement** and to receive a reduced monthly benefit, you must have at least 8 years of service at any age. Your benefit will be reduced 5% for each year your age at retirement is under your normal retirement age (age 65 for Regular Class). For example, if you have 10 years of service and want to retire early at age 57 (8 years before age 65), your benefit will be reduced 40% (8 years x 5% = 40%).

¹ "Normal retirement" for FRS Investment Plan members is the later of either the date the member attains normal retirement under the provisions of the Pension Plan or the date the member is vested under the Investment Plan. The following chart illustrates when a member achieves normal retirement depending on their class of membership and first date of hire:

Special Risk	All Other Membership Classes
Age 55 or older and one or more years of FRS-covered service	Hired after July 1, 2011

Age 52 or older and 25 or more years of Special Risk and military service	Age 65 or older and one or more years of FRS-covered service	Item 12.
Any age and 25 or more years of Special Risk service	Any age and 33 or more years of FRS-covered service	
	Hired prior to July 1, 2011	
	Age 62 or older and one or more years of FRS-covered service	
	Any age and 30 or more years of FRS-covered service	



Item 12.

Item 10.

Pension Plan Member Handbook

20
24

Edition

74

153

DISCLAIMER

As much as possible, this guide is written in nontechnical terms, avoiding the formal language of retirement laws and rules. If questions of interpretation arise as a result of the attempt to make the retirement provisions easy to understand, Chapter 121 of the Florida Statutes and Chapter 60S of the Florida Administrative Code must remain the final authority.

The information provided in this guide is based on the Florida Retirement System (FRS)¹ Pension Plan laws and rules in existence as of July 2024 and is subject to modification based on changes in the law or the Florida Administrative Code.

Representatives from FRS employers are not agents of the Department of Management Services' (DMS) Division of Retirement (division). The division is not responsible for incorrect information provided by employer representatives.

¹ Defined terms are underlined the first time they appear in this publication. All underlined terms (and others) are defined in the glossary on Page 58.

TABLE OF CONTENTS

Introduction	3
Plan Information.....	4
Publications.....	5
Contacting the Division	6
Information Requests.....	7
Online Information and Estimates	7
Estimate Requests	7
Automatically Generated Statements.....	8
Membership	9
Regular Class.....	9
Special Risk Class	9
Special Risk Administrative Support Class	14
Elected Officers' Class (EOC).....	15
Senior Management Service Class (SMSC).....	18
Dual Membership Not Allowed.....	20
Optional Retirement Programs.....	21
Social Security Coverage.....	21
Portability	22
Contributions.....	22
Refund of Contributions	22
Beneficiary Designation	24
Before You Retire.....	24
When You Retire.....	25
After You Retire.....	25
Vesting	26
Terminating Employment Without Retiring	27
Before You Are Vested	27
After You Are Vested	27
Your Retirement Benefit.....	29
Retirement Benefit Formula	29
Percentage Value for a Year of Retirement Credit.....	30
Steps to Calculate a Benefit for a Vested Member	31
Creditable Service.....	32
Counting Your Years of Creditable Service	32
Other Types of Creditable Service	33
Service Credit Upgrades.....	38
The Deferred Retirement Option Program (DROP)	39

Retiring from the Pension Plan	44
Estimate of Benefits	44
Normal Retirement	44
Early Retirement	45
Dual Retirement Ages	46
Termination Requirement	47
Effective Retirement Date	48
Application for Benefits	48
Benefit Payment Options	48
Proof of Age	50
Limitation of Benefits	51
Disability Benefits	52
Regular Disability Benefits	52
In-Line-of-Duty Disability Benefits	52
Reemployment for Disability Retirees	52
Reexamination for Disability Retirees	53
Survivor Benefits	53
Regular Survivor Benefits	53
In-Line-of-Duty Survivor Benefits	54
After Retirement	56
Cost-of-Living Adjustment (COLA)	56
Health Insurance Subsidy (HIS)	56
Insurance Coverage after Retirement	56
Reemployment after Being Retired for 6 Calendar Months	57
Renewing Membership after Retirement	57
Minimum Benefit Adjustment	57
General Information	58
Appeals Procedure	58
Forfeiture of Benefits	58
Assignment, Execution, or Attachment	59
Glossary of Retirement Terms	60

INTRODUCTION

Dear Florida Retirement System Pension Plan Member:

The 2024 edition of the Member Handbook for the Florida Retirement System Pension Plan has been prepared to inform you about the benefits and policies of your retirement system and your rights as a member. Membership in the Florida Retirement System (FRS) is an important benefit.

This guide is a basic employee handbook about the FRS Pension Plan. As a useful reference tool for you, the handbook complements information found on the FRS websites, frs.myflorida.com, which is administered by the division, and [MyFRS.com](https://myfrs.com), which is administered by the Florida State Board of Administration. A list of informational publications you may request or access from either website is on Page 5. If you are an FRS Investment Plan member, call the MyFRS Financial Guidance line toll-free at 866-446-9377 for answers to any questions about your benefits.

If you have specific questions or need additional information, you can find the division's contact information on Page 6.

Sincerely,



Kathy Gould

State Retirement Director

PLAN INFORMATION

Name of Plan	The FRS Pension Plan
Type of Plan	The FRS Pension Plan is a <u>defined benefit plan</u> , qualified under section 401(a) of the Internal Revenue Code.
Administration and Service of Legal Process	<p>The Division of Retirement administers the FRS Pension Plan. Legal process for the agency should be addressed to the following:</p> <p>SECRETARY DEPARTMENT OF MANAGEMENT SERVICES DIVISION OF RETIREMENT 4050 ESPLANADE WAY TALLAHASSEE, FL 32399-7016</p> <p>The Office of General Counsel, which will accept service on behalf of the Secretary, is located in Suite 160, 4050 Esplanade Way.</p> <p>Legal process for an individual should be addressed to that person and served on him or her at the above address.</p>
Provisions of Law	The FRS was created in 1970 and established by the Florida Legislature in Chapter 121, Florida Statutes. Only the Florida Legislature can make changes to the law. Rules governing the operations and administration of the system may be found in Chapter 60S of the Florida Administrative Code.
Funding	The FRS is a contributory system; <u>contributions</u> are paid by both members and FRS employers, and then the contributions are transferred to the FRS Trust Fund for investment by the State Board of Administration to pay future benefits to members and beneficiaries.
Plan Year	The FRS <u>plan year</u> is July 1 through June 30.
Employment Rights Not Implied	Membership in the FRS does not give you the right to be retained or employed by a participating employer, nor does it give you a right or claim to any benefit that you have not accrued under the system.

PUBLICATIONS

The following publications are available to you, upon request, from your human resource office or from the Division of Retirement. Contact information can be found on Page 6. You can view and/or download these materials from the division's website at frs.myflorida.com.

Plan Guides

FRS Disability Benefits – This guide provides explanations of regular and in-line-of-duty disability benefits available to members of the FRS Pension Plan and FRS Investment Plan.

FRS Survivor Benefits – This guide provides explanations of benefits available to eligible joint annuitants and beneficiaries of deceased members of the FRS Pension Plan and FRS Investment Plan.

Ready. Set. Retire. – This guide provides information useful to you when you are preparing for retirement from the FRS Pension Plan. It describes the procedures and requirements to follow when you apply for retirement benefits. As you retire and begin receiving monthly benefits, this guide also provides information about federal withholding taxes, direct deposit of monthly benefits, the health insurance subsidy, and reemployment after retirement.

The Deferred Retirement Option Program (DROP) – This guide describes the DROP, discusses potential advantages and disadvantages of participation, explains eligibility and participation requirements, answers commonly asked questions, and provides examples.

Newsletters

FRS Bulletin – This newsletter contains articles intended to keep active members of the FRS Pension Plan informed of retirement legislation, benefit provisions, and other retirement related news of interest. It is produced annually and is provided to all active FRS members from the division's website.

FRS Retiree Newsletter – This newsletter contains articles of interest to retirees of the FRS Pension Plan regarding recent retirement legislation, current events affecting retirees, and selected subjects of interest. It is produced biannually each January and July and is available on the division's website.

Informational Material

Preparing to Terminate the DROP – This document explains what DROP participants should expect when they terminate employment and DROP participation ends, the forms to complete and return, and when monthly benefit payments begin. It includes special tax information on DROP payouts to help participants decide how to receive their accrued DROP benefits. The division automatically provides this document to DROP participants 90 days before their scheduled termination date.

Participating Employers – This document lists employers participating in the FRS.

CONTACTING THE DIVISION

When you write to the division, include your full name, the last four digits of your Social Security number, your mailing address, and daytime telephone number.

If writing to the division, address your correspondence to:

DIVISION OF RETIREMENT
P.O. Box 9000
TALLAHASSEE, FL 32315-9000

The following telephone numbers and fax number will help you reach the Division of Retirement.

Telephone (Toll-Free)	844-377-1888
Telephone	850-907-6500
Fax	850-410-2010

If you have a hearing or speech impairment, you may call the division via T.D.D. at the Florida Relay System by dialing 711 or 800-955-8771.

You may visit the division at the address below without an appointment, but you must bring a photo ID. Our hours are Monday through Friday from 8 a.m. until 5 p.m. EST, except on designated state holidays.

The Division of Retirement is located at:

3189 S BLAIR STONE RD
TALLAHASSEE, FL 32301-6812

ONLINE RESOURCES

The division's website provides access to FRS Online at frs.fl.gov, a secure, interactive services area that makes retirement information available to members of the FRS Pension Plan. Within FRS Online, members can access their personal retirement account information such as service history and service credit information and perform informal benefit estimates before retirement, including DROP participation. You may also view and update your beneficiary designation and view your current Member Annual Statement before retirement and receive important information about your account and announcements about the FRS through your message center.

DROP participants may also view their initial monthly benefit, their projected monthly benefit, and DROP accumulation through their DROP termination date.

Retirees can access their benefit payment history and other recent benefit payment information, including federal tax withholding and other benefit deductions, and their IRS Forms 1099-R for the previous five calendar years. Retirees can also submit an online request to change their mailing address, change their federal income tax withholding, and authorize or change direct deposit of their benefit payments.

In addition to this interactive service, all of the division's informational publications, most retirement forms, and answers to frequently asked questions are available to you online through the division's website at frs.myflorida.com.

Online Information and Estimates

Log in to FRS Online at frs.fl.gov. Links are also available from other pages on the website. To view information about your account or perform estimates, you must log in to your FRS Online account and follow the instructions provided. Follow the Help screens or contact the Division of Retirement if you need assistance (see contact information on Page 6).

Estimate Requests

You can also request a formal retirement estimate from the division that will include:

1. A statement of your total years of creditable service and the cost to purchase optional service credit, if any.
2. An estimate of benefits with your proposed retirement date. If you are actively employed and receive an estimate of benefits projected to your normal retirement date, you will also receive a statement showing how much you could accumulate if you choose to participate in the DROP and continue employment for up to eight more years (see Page 39 for more information).

The division encourages you to request an estimate of your account if you are within five years of your anticipated retirement date. You can request the estimate by any of the following methods, and the information will be sent to you based on your communication preference:

- Submit a written request to the Division of Retirement by mail or fax (see contact information on Page 6).
- Telephone the Division of Retirement (see contact information on Page 6), and a counselor will assist you.

Automatically Generated Statements

Member Annual Statements (MAS) with member benefit estimates are provided to all vested active members of the FRS Pension Plan during their birth month. The MAS is based on service credit through the previous month. If you are not vested, your MAS will provide a statement of your total years of service and accumulated employee contributions. Your MAS will be available to view, download or print from your FRS Online account. Contact the Division of Retirement with any questions you have about your MAS (see contact information on Page 6).

MEMBERSHIP

Membership in the FRS is required if you work in a full-time or part-time regularly established position² with a state agency, county government, district school board, state university³, community college, or a participating city, independent special district, metropolitan planning organization, public charter school, or public charter technical career center. You are not eligible for FRS membership if you work in a temporary or independent contractor position, or if you work in a position with a co-employer relationship, that is you have both a private employer and a public employer for the same position.

The FRS has five classes of membership, with members participating in two primary plans, in addition to several optional programs available to members in certain positions with specified employers.

Regular Class

The Regular Class is for all members who do not qualify for membership in any other class of membership (Senior Management Service Class, Special Risk Class, Special Risk Administrative Support Class or Elected Officers' Class, or).

Special Risk Class

The Special Risk Class is available for members employed as law enforcement officers, firefighters, correctional officers, emergency medical technicians, paramedics, and other positions that meet the statutory criteria for membership (see Page 14 for details).

The Special Risk Class provides eligible members a retirement credit accrual rate greater than that of regular members. The physical and mental demands of their jobs may prevent Special Risk Class members from performing their required duties without posing a risk to the health and safety of themselves, the public, or their co-workers, if they were required to meet the normal retirement requirement for non-Special Risk Class members. The requirement for normal retirement for vested Special Risk Class members is age 55 or completion of 25 years of service. The Legislature recognized the risk for members in the Special Risk Class by creating and designing a benefit formula that allows Special Risk Class members to retire at an earlier age than members of all other classes.

Reference: Section 121.0515, Florida Statutes
Section 60S-1.005, Florida Administrative Code

² Retirees of the following defined contribution plans are eligible to be enrolled as a renewed member if employed in a regularly established position on or after July 1, 2017: Senior Management Service Optional Annuity Program (SMSOAP), State University System Optional Retirement Program (SUSORP), the State Community College System Optional Retirement Program (SCCSORP), and the FRS Investment Plan. FRS Pension Plan retirees who are initially reemployed on or after July 1, 2010, are not eligible for renewed membership.

³ Certain university employees are initially enrolled in the SUSORP unless they elect FRS membership or fail to complete the necessary enrollment documents, including establishing a contract with a service provider during the first 90 days of employment.

Eligibility

You must meet the following criteria to be a member of the Special Risk Class:

I. Employment in one of the following positions:

a. Law Enforcement Officer –

- A sheriff or elected police chief.
- A law enforcement officer whose duties require the pursuit, apprehension and arrest of law violators or suspected law violators.
- An active member of a bomb disposal unit whose primary responsibility is the location, handling, and disposal of explosive devices.
- A command officer or supervisor of Special Risk Class members whose duties require the pursuit, apprehension, and arrest of law violators or suspected law violators, or the location, handling, and disposal of explosive devices.

b. Firefighter –

- A firefighter whose duties and responsibilities include on-the-scene fighting of fires, fire prevention or firefighter training responsibilities, or aerial firefighting surveillance as a fixed-wing pilot employed by the Division of Forestry of the Department of Agriculture and Consumer Services.
- A firefighter whose duties and responsibilities include direct supervision of firefighting units, fire prevention, or firefighter training.
- A command officer or supervisor of Special Risk Class members whose duties include on-the-scene fighting of fires, fire prevention, or firefighter training.

c. Correctional Officer and Community-Based Correctional Probation Officer –

- A correctional officer whose primary duty and responsibility is the custody and physical restraint, when necessary, of prisoners or inmates within a prison, jail, or other criminal correction or detention facility, or while on work detail or while being transported outside the facility.
- A superintendent or assistant superintendent of a correction or detention facility that maintains custody of prisoners or inmates and employs correctional officers. The superintendent is the person directly in charge of the day-to-day operations of a specific correction or detention facility. The assistant superintendent is the person whose responsibilities include direct line authority from the superintendent over all subordinate employees for the day-to-day operations of the facility. If no one employee in a corrections facility has such responsibility, then for retirement purposes there is no assistant superintendent of that facility.
- A community-based correctional probation officer whose primary duties and responsibilities are the supervised custody, surveillance, control, investigation, and counseling of assigned inmates, probationers, parolees, or community controlees within the community.
- A command officer or supervisor of Special Risk Class members whose primary duty and responsibility is the custody and physical restraint, when necessary, of prisoners or inmates within a prison, jail, or other criminal correction or detention facility (or while on work detail or while being transported outside the facility); or the supervised custody, surveillance, control, investigation, and counseling of assigned inmates, probationers, parolees, or community controlees within the community.

d. **Emergency Medical Technician or Paramedic –**

- An emergency medical technician or paramedic whose primary duty and responsibility includes on-the-scene emergency medical care and who is employed with a licensed Advance Life Support (ALS) or Basic Life Support (BLS) employer.
- The direct supervisor of emergency medical technicians or paramedics, or the supervisor or command officer of one or more members who have such supervisory responsibility.

e. **Certain Professional Health Care Positions in State Correctional or Forensic Facilities or Institutions –**

Certain state health care professionals within the Department of Corrections or the Department of Children and Families who spend at least 75% of their time performing duties which involve contact with patients or inmates in a correctional or forensic facility or institution and who are employed in certain specific employment classifications listed in section 121.0515(3)(f), Florida Statutes. These position classifications are provided below.

Dietician (class codes 5203 and 5204)	Registered nurse (class codes 5290 and 5291)
Public health nutrition consultant (class code 5224)	Senior registered nurse (class codes 5292 and 5293)
Psychological specialist (class codes 5230 and 5231)	Registered nurse specialist (class codes 5294 and 5295)
Psychologist (class code 5234)	Advanced registered nurse practitioner (class codes 5297 and 5300)
Senior psychologist (class codes 5237 and 5238)	Clinical associate (class codes 5298 and 5299)
Regional mental health consultant (class code 5240)	Advanced registered nurse practitioner specialist (class codes 5304 and 5305)
Psychological Services Director, Department of Children & Families (class code 5242)	Registered nurse supervisor (class codes 5306 and 5307)
Pharmacist (class codes 5245 and 5246)	Senior registered nurse supervisor (class codes 5308 and 5309)
Senior pharmacist (class codes 5248 and 5249)	Registered nursing consultant (class codes 5312 and 5313)
Pharmacy manager (class code 5251)	Quality management program supervisor (class code 5314)
Dentist (class code 5266)	Executive nursing director (class codes 5320 and 5321)
Senior dentist (class code 5269)	Speech and hearing therapist (class code 5406)

f. **Forensic Professionals –**

A member employed in specified forensic positions with the Department of Law Enforcement in the crime laboratory, or with the Department of Financial Services in the forensic laboratory, or local government law enforcement agencies or medical examiner's offices who meet the criteria in the retirement laws and rules to qualify for this class.

A member employed in a forensic position with a local government law enforcement agency or medical examiner's office must spend 65% of the time performing duties that involve the collection, examination, preservation, documentation, preparation, or analysis of human tissues, fluids, or physical evidence having potential biological, chemical, or radiological hazard or contamination, or use chemicals, processes, or materials that may have carcinogenic or health damaging properties in the analysis of said evidence, in order to meet the criteria for Special Risk Class membership, or the member must be employed in a position that is the direct supervisor of one or more individuals having such responsibility.

II. Certification or a requirement to be certified as described below:

- a. **Law Enforcement Officers, Correctional Officers and Community-Based Correctional Probation Officers** – Certified by the Criminal Justice Standards and Training Commission in compliance with section 943.1395, Florida Statutes (except a sheriff or elected police chief).
- b. **Firefighters** – Certified by the Firefighters Standards and Training Council in compliance with section 633.35, Florida Statutes.
- c. **Emergency Medical Technicians and Paramedics** – Certified by the Department of Health, in compliance with section 401.27, Florida Statutes.

You may also be eligible for continued membership in the Special Risk Class if you suffer a qualifying injury. You must have already qualified for and be actively participating in the Special Risk Class as a law enforcement officer, firefighter, or correctional officer at the time of injury, not be receiving disability retirement benefits, and satisfy the following requirements:

1. Two licensed medical physicians, one of whom is your primary treating physician, must certify that you have a physical injury and medical condition that constitutes a qualifying injury and that you reached maximum medical improvement after Aug. 1, 2008. The certifications from the licensed medical physicians must include, at a minimum, that the injury to you has resulted in a physical loss, or loss of use, of at least two of the following: left arm, right arm, left leg, or right leg. The physicians must also certify the following:
 - a. The physical loss or loss of use is total and permanent, except in the event that the loss of use is due to a physical injury to your brain, in which event, the loss of use is permanent with at least 75 percent loss of motor function with respect to each arm or leg affected.
 - b. The physical loss or loss of use renders you physically unable to perform the essential job functions of your special risk position.
 - c. Notwithstanding the physical loss or loss of use of your limbs, you are able to perform the essential job functions required by your new non-special risk position.
 - d. Use of artificial limbs is either not possible or does not alter your ability to perform the essential job functions of your non-special risk position.

- e. The physical loss or loss of use is a direct result of a physical injury and not a result of any mental, psychological, or emotional injury.
2. Qualifying injury means an in-line-of-duty injury sustained, as certified by your employer, as a special risk member, that does not result in total and permanent disability as defined in section 121.091(4)(b), Florida Statutes. An injury is a qualifying injury when the injury is a physical injury to your physical body resulting in a physical loss, or loss of use, of at least two of the following: left arm, right arm, left leg, or right leg. Eligibility for continued Special Risk Class membership due to a qualifying injury ends when you stop working for the same employer for whom you were providing special risk services on the date the injury occurred.
3. The employer may, but is not required to, offer employment in a non-special risk position after recovery from a qualifying injury.
4. This provision does not grant or create additional rights for you, to continued employment or to be hired or rehired by your employer, that are not already provided within the Florida Statutes, the State Constitution, the Americans with Disabilities Act, if applicable, or any other applicable state or federal law.

Reference: Sections 121.021, and 121.0515, Florida Statutes
Section 60S-1.0053, Florida Administrative Code

Application

Immediately upon your employment in a Special Risk Class position, for state and local agencies, your employer must submit to the division your appropriate position class code on the monthly retirement report.

For Employees of State Agencies –

By law, your position must be among those designated by the Department of Management Services, Division of Human Resource Management, as qualified for Special Risk Class membership. Call Human Resource Management at 850-488-2445, if you have a question about whether your position is designated for the Special Risk Class.

For Employees of Local Agencies –

If the position you are filling is not on the division's list of approved Special Risk Class positions, and you believe it qualifies for membership, your employer must submit a completed application for Special Risk Class membership on your behalf. This application must include:

- A current job description; and
- An Application for Special Risk Membership Law Enforcement/Correctional Officers (Form FRS-400), an Application for Special Risk Membership Firefighters/Paramedics/EMTs (Form FRS-405), or an Application for Special Risk Membership Forensic Discipline (Form FRS-415).

Denial of Special Risk Class Membership –

In the event your application for Special Risk Class membership is denied, you may appeal the decision to the State Retirement Commission as described on Page 58.

Reference: Section 121.0515 Florida Statutes
Section 60S-1.005(3), Florida Administrative Code

Membership and Withdrawal Options

Special Risk Class membership is optional in the following cases:

1. **Elected Officers' Class** – You are a compulsory member of the Elected Officers' Class (EOC) if you are an elected county sheriff. However, you may choose within six months of your election or reelection to become a member of the Special Risk Class, rather than the EOC. You must choose to enroll in the Special Risk Class within six months of each election or reelection to continue membership in the Special Risk Class as an elected county sheriff. If you remain in the EOC, you will be subject to all the provisions of that class.
2. **Senior Management Service Class** – A Special Risk Class member who is appointed to a Senior Management Service Class (SMSC) position that meets the qualifications for the Special Risk Class may, within 90 days of the appointment, choose to remain in the Special Risk Class or participate in the SMSC.
3. **Local Senior Management** – Local senior managers can withdraw from the FRS altogether instead of participating in the SMSC.

Reference: Sections 121.0515, 121.052, and 121.055, Florida Statutes
Section 60S-1.0057, Florida Administrative Code

Special Risk Administrative Support Class

The Special Risk Administrative Support Class members earn service at the same percentage rate as earned by Regular Class member which applies towards the special risk normal retirement date. This class is for a former Special Risk Class member who is reassigned or moved to a position that is not classified as a Special Risk Class position or who is subsequently employed in such a position within any law enforcement, firefighting, correctional, or emergency medical care agency under the Florida Retirement System that provides administrative support for employers with specified Special Risk Class employees. Membership in this class will allow you to retire under the earlier age or service requirements applicable to Special Risk Class members. (see Page 30).

Eligibility

To be eligible for this class, you must comply with all of the following:

1. You must be employed by an agency whose primary purpose is law enforcement, firefighting, corrections, or on-the-scene emergency medical care. If your employer has multiple responsibilities, you must be employed by a unit of the agency whose primary purpose is law enforcement, firefighting, corrections, or on-the-scene emergency medical care.
2. You must fill an administrative support position that provides training and/or career development opportunities to the members or must fill a critical agency need.
3. You must have previously been a member of the Special Risk Class of the FRS.
4. You must remain certified by the appropriate authority while filling the administrative support position.
5. You must remain subject to reassignment to a Special Risk Class position at any time.
6. You must have creditable Special Risk Class or special risk-related service equal to or exceeding the number of years required for you to vest, to have your Special Risk Administrative Support Class service included in the Special Risk Class normal retirement date.

Special risk-related service may include:

- Past service with a city or special district that has been purchased as, or been upgraded to, Special Risk Class service;
- Service as a correctional counselor between Dec. 1, 1970, and Sept. 30, 1979; or
- Service earned as a member of the Highway Patrol Pension System or service in the State and County Officers and Employees' Retirement System's High Hazard Class or other service that satisfies the criteria of a Special Risk Class position.

If you have not satisfied the vesting requirement with Special Risk Class service or special risk -related service at retirement, your Special Risk Administrative Support Class service will not count toward a Special Risk Class normal retirement date (see Normal Retirement on Page 44).

Application

If you are employed in a Special Risk Administrative Support Class position, your employer must submit a complete application to the division, which includes:

- An Application for Special Risk Administrative Support Class (Form FRS-404);
- A current job description; and
- A copy of your certification by the appropriate council, commission, or department (see Page 12).

Reference: Section 121.0515(8), Florida Statutes
Section 60S-1.0054, Florida Administrative Code

Elected Officers' Class (EOC)

- The EOC is available to members who are elected state and county officers and the elected officers of cities and special districts that choose to place their elected officials in this class.

Elective Office	Date Included in Class
Governor, Lieutenant Governor, Cabinet Officer, Legislator, Supreme Court Justice, District Court of Appeals Judge, Circuit Judge, State Attorney	July 1, 1972
County Court Judge	Oct. 1, 1974
Public Defender	July 1, 1977
Public Service Commissioner	July 1, 1972 - June 30, 1979
Elected County Officer (any constitutional county elected officer or any elected officer with countywide jurisdiction who exercises the powers and duties of a constitutional county elected officer)	July 1, 1981
Elected officers of municipalities or special districts that participate in the FRS for their	

elected officials;

Jan. 1, 2010⁴

⁴ Three six-month windows to elect EOC coverage were provided for municipalities and special districts in 1997, 2001, and 2009.

EOC Membership and Withdrawal Options

Membership in the EOC is compulsory if you are elected or appointed to any of the positions listed beginning on Page 15, unless you choose one of the optional membership categories listed below. If you are a reemployed retiree who initially established renewed membership between July 1, 1990, through June 30, 2010, you are a compulsory EOC member when you are elected or appointed to an EOC-covered position. If you are a reemployed retiree you must have renewed membership in the FRS for these options. EOC members who participate in the Deferred Retirement Option Program (DROP) cannot withdraw from the FRS or choose to participate in the SMSC.

EOC membership is optional in the following cases:

1. **Option to Withdraw from the FRS** – As an elected officer, you can choose to withdraw from the FRS altogether by providing written notice to the division, with a copy to your employer, within six months from the date you assume office after your election, appointment, or reelection. When you elect to withdraw from the FRS, any contributions you may have made will be refunded to you, unless you are vested, in which case you will not receive a refund. You will receive no credit under the FRS while you are out of the system.

Elected officers with renewed membership initially established before July 1, 2010, are compulsory EOC members under section 121.053(2), Florida Statutes, and cannot withdraw from the FRS. However, an exception exists for county, city, or special district elected officers who elect SMSC membership instead of EOC may then choose to withdraw from the FRS under section 121.055(1)(b)2, Florida Statutes.

If you choose to withdraw from the FRS altogether, you may later rejoin the EOC by submitting a written request to the division provided you are in an eligible EOC position when you submit the request. You may obtain retirement credit for your period of withdrawal upon the payment of any EOC contributions that would have been paid by the employer and/or employee, during that period, plus interest. Similarly, if you receive a refund of your contributions upon withdrawal, you will lose all credit for the period for which your contributions were refunded. Upon returning to covered employment, you may buy credit for the affected period by repaying the refunded amount, plus interest.

2. **Options for Elected Sheriffs** – As an elected sheriff, unless you participate in the DROP, you may remain in the EOC, choose SMSC membership (see item 3 following), or choose membership in the Special Risk Class. You have six months from the date you assume office to notify the division of your decision. If you fail to notify the division within the six-month period, you will be considered to have chosen EOC membership.
3. **Senior Management Transfer Options** – Within six months of assuming office as an elected officer, you may choose membership in the SMSC rather than the EOC by notifying the division in writing⁵. If you are a county, city, or special district elected officer, you may choose to withdraw from the FRS altogether.
4. **Dual Employment Option** – If you are an elected officer who is simultaneously employed in another covered position, you may elect membership in any one class for which you are eligible (see Page 20 for more on dual employment).

⁵ The SMSOAP is closed to new membership effective July 1, 2017. If an elected state officer whose membership in the SMSOAP is prior to July 1, 2017, and has not retired could elect SMSOAP membership after choosing SMSC membership in lieu of the EOC.

Senior Management Service Class (SMSC)

The SMSC is open only to FRS members in the following positions:

SMSC with the State of Florida – These Executive Branch positions within the state personnel system are generally division director level and above. These positions were initially included in the SMSC on Feb. 1, 1987.

Local Senior Managers – These positions include community college presidents, appointed school superintendents, and the county or city manager of each participating local government. They were initially included in the SMSC on Jan. 1, 1990. Since Jan. 1, 1994, local government employers, including community college boards of trustees, have been authorized to designate additional senior management positions to be included in the SMSC (see Designation of Senior Management Positions on Page 20 for more information). Since July 1, 1999, local senior managers have been allowed to withdraw altogether from participating in the FRS.

Legislative Managers – These positions include selected managerial staff of the Legislature, the Auditor General and the managerial staff of the Auditor General, and the Executive Director of the Ethics Commission. These positions were initially included in the SMSC on Jan. 1, 1990.

State University System Managers – These positions include the Executive Service of the State University System and state university presidents. They were initially included in the SMSC on Jan. 1, 1991.

State Board of Administration Managers – These positions are senior-level managerial staff of the State Board of Administration. They were initially included in the SMSC on Jan. 1, 1991.

Judicial Branch Employees – Since Jan. 1, 1994, the following judicial branch employees have been included in the SMSC: State Court Administrator, Deputy State Courts Administrators; Clerk of the Supreme Court; Marshal of the Supreme Court; Executive Director of the Justice Administration Commission; Clerks of the District Courts of Appeals; and the Trial Court Administrator in each judicial circuit.

Since Jan. 1, 1994, the public defender and state attorney in each of the 20 judicial circuits have been permitted to designate additional positions in their offices to be included in the SMSC (see Page 20 for more information).

Since Jan. 1, 2001, participation in this class has been compulsory for assistant state attorneys, assistant statewide prosecutors, assistant public defenders, and assistant capital collateral regional counsels⁶.

Since Jan. 1, 2002, participation in this class is compulsory for assistant attorneys general above⁶.

Since June 1, 2002, the chief deputy court administrator in each judicial circuit and all county health department administrators and county health department directors for the Department of Health are compulsory members of the class.

Since July 1, 2020, the appointed criminal conflict and civil regional counsel, assistant regional counsel chiefs, administrative directors, and chief investigators in each district.

⁶ These positions were excluded from SMSOAP membership prior to the closure of SMSOAP to new members effective July 1, 2017.

Judges of Compensation Claims – Since July 1, 1999, judges of compensation claims (now within the Division of Administrative Hearings) have been included as compulsory members of the SMSC. On Oct. 1, 2001, the deputy chief judge of compensation claims was specifically included within this group.

Metropolitan Planning Organizations – Since July 1, 2007, the executive directors or staff directors of a metropolitan planning organization that has opted to participate in the FRS have been included as compulsory members of the SMSC.

Membership and Withdrawal Options for SMSC

In most cases, membership in the SMSC is initially compulsory for you if your position is designated as eligible for the SMSC. FRS membership and withdrawal options are described as follows:

1. **SMSC** – Members in the Senior Management Service with the State of Florida, senior-level management positions with the Florida Legislature, the State Board of Administration, the judicial branch, county health department administrators and directors within the Department of Health and judges and deputy chief judges of compensation claims in the Division of Administrative Hearings:
 - If these members have SMSOAP membership established prior to July 1, 2017, and have not retired, they may withdraw from the SMSC to participate in the SMSOAP. SMSOAP is closed to new membership effective July 1, 2017.
 - If you are a member of a closed retirement system or the Special Risk or Special Risk Administrative Support Classes of the FRS, you may, within 90 days of your appointment to an eligible position, elect to remain in your current retirement plan or transfer to the SMSC.
2. **Local Senior Management** – Since July 1, 1999, local senior managers have been allowed to withdraw from the FRS altogether. Those local senior managers who have already elected to participate in a local optional annuity plan are no longer subject to the restrictions established in Chapter 121, Florida Statutes.
3. **Senior Management with the State University System** – If you are appointed to the Executive Service of the State University System or to the Presidency of a state university, you will be automatically enrolled in the SUSORP at the beginning of your employment. If you fail to elect membership in the SUSORP and select a provider company within 90 days of your eligible employment you will be automatically enrolled in the FRS. If you choose to participate in the SUSORP, your election is irrevocable for as long as you remain employed in an eligible position.
4. **Elected Officers' Class** – Since July 1, 1997, members of the EOC may, within six months of assuming office, choose membership in the SMSC rather than the EOC. Local elected officers who have elected SMSC membership may, at any time, withdraw from the FRS altogether.

Reference: Sections 121.055 and 121.35, Florida Statutes
Section 60S-1.0057, Florida Administrative Code

Designation of Senior Management Positions

Since Jan. 1, 1994, local government, community college, and judicial branch employers participating in the FRS have been allowed to designate a limited number of additional positions to be included in the SMSC. Each position added to the class must be:

- A nonelective managerial or policy making position;
- Filled by an employee who is not subject to a continuing contract and serves at the pleasure of the employer without civil service protection; and
- Head of an organizational unit or have responsibility to make or recommend personnel, budget, expenditure, or policy decisions.

Employers are required to publish a notice of intent as provided in chapter 50, Florida Statutes, before designating a position to be included in the SMSC.

Local Government Positions – As of July 1, 2000, each local government employer may designate up to 10 nonelective full-time positions (in addition to the city or county manager or appointed school superintendent) to be included in the SMSC. If the agency has 100 or more regularly established positions, it can designate one additional senior management position for every 100 regularly established positions, as long as the additional number does not exceed 1 percent of the regularly established positions in the agency.

Community College Positions – As of July 1, 2000, each community college may designate up to 10 additional qualified positions (in addition to community college presidents) for the SMSC. If it has 100 or more regularly established positions, the community college can designate one additional senior management position for every 100 regularly established positions, as long as the additional number does not exceed 1 percent of the regularly established positions in the agency.

Judicial Branch Positions – The office of each public defender and state attorney may include at least one additional qualified position to be designated for membership in the SMSC. If the office of the public defender or state attorney has 200 or more regularly established positions, it can designate one additional senior management position for every 200 regularly established positions, as long as the additional number does not exceed 0.5 percent of the regularly established positions in the agency.

Since July 1, 2020, the office of each criminal conflict and civil regional counsel may designate additional full-time positions for inclusion in the SMSC not to exceed 5 percent of the regularly established positions.

Reference: Sections 121.055 and 121.35, Florida Statutes
Section 60S-1.0057, Florida Administrative Code

Dual Membership Not Allowed

If you work at the same time in two or more jobs that are covered by different FRS membership classes, you must be a member of only one class. Your membership class will be determined as follows:

- If your jobs are covered by different membership classes, neither of which is the EOC, you will be a member of the class in which you are employed more than half of the time. When your employment is split equally, you may choose the class of membership you prefer.
- If your jobs are covered by different membership classes, one of which is the EOC, you may choose to participate in any one class for which you are eligible. You have six months from the date you become dually employed to notify the division of your decision. If you do not notify the division within the six-month period, your membership class will be the EOC.

If you are required or choose to be a member of the Regular Class, your employers will report your total salaries from all positions and they will be used to calculate your service credit and, if applicable, your average final compensation (AFC) at retirement. The percentage value for the retirement credit you will earn for each year of service will be the Regular Class value.

When you are required or choose to be a member of the Special Risk Class, the Special Risk Administrative Support Class, the SMSC, or the EOC, only the compensation you receive from that position will be reported and used to calculate your service credit and AFC at retirement. The percentage value you will earn for each year of service will be the value for your membership class.

Optional Retirement Programs

The FRS Investment Plan is the defined contribution plan alternative to the FRS Pension Plan available to all FRS members, except as noted below. For online updates about the FRS Investment Plan, go to MyFRS.com (the cooperative website of the division and the State Board of Administration), or call the toll-free help line at 866-446-9377.

The following nonintegrated optional retirement programs (defined contribution plans) are available to certain groups of covered employees:

State University System Optional Retirement Program (SUSORP) – The SUSORP is available to faculty, administrative and professional employees, and executive service employees of the State University System and university presidents. These university employees are members of the SUSORP unless they elect membership in the FRS or do not select a provider company within 90 days of eligibility.

Any person appointed to a faculty position, including clinical faculty, in a college at a state university that has a faculty practice plan authorized by the Board of Governors may not participate in the FRS. These employees must participate in the SUSORP.

Senior Management Service Optional Annuity Program (SMSOAP) – The SMSOAP became effective in 1987 as a defined contribution plan alternative to the Pension Plan for specified state senior managers and is closed to new members effective July 1, 2017.

State Community College System Optional Retirement Program (SCCSORP) – The SCCSORP is available to faculty and certain administrators of the State Community College System. Eligible employees may, within 90 days of the date the community college activates the program or the employee's date of hire or qualifying employment status change, whichever is later, elect SCCSORP membership offered by the community college rather than membership in the FRS Regular Class. If the election is not made within 90 days, the community college employee will remain in the FRS.

Social Security Coverage

As a member of the FRS, you are automatically covered for Social Security and Medicare, and your FRS benefits will not be offset (reduced) by Social Security benefits you receive. Social Security contributions are automatically deducted from your salary and matched by your employer. Although Social Security coverage is a part of your overall benefit package, the division has no control over your Social Security or Medicare benefit payments. If you need information on Social Security or Medicare benefits and possible limitations on those benefits, you must call or visit your local Social Security office, call their toll-free information number at 800-772-1213, or visit their website at ssa.gov.

Portability

One of the special features of membership in the FRS is statewide portability, meaning you have the ability to keep your retirement credit when you change FRS employers before you retire. If you terminate employment with one FRS employer without retiring and at any later time go to work in a covered position with any of the other approximately 1,000 public employers participating in the FRS, the service credit you earn at your new job will be combined with the service credit you earned in your previous job. All service credit you earn under the FRS while working for any FRS employer is automatically combined in a single account under your name and Social Security number.

The FRS Pension Plan also offers pension portability in other ways. For example, if you take a refund of your employee contributions and lose the associated service credit, you may be able to purchase your refunded service. You must return to covered employment and repay those contributions, plus interest, to reestablish service credit for your refunded service. Or, if you have service credit under a pension plan with a public employer in another state, with the federal government (including military service), or with an eligible employer in Florida, you may be eligible to buy credit under the FRS Pension Plan for that service (see Page 32 for information on types of creditable service for which you may obtain credit). You cannot add additional service credit after you cash or deposit any benefit payment or begin your DROP participation.

Reference: Section 121.051, Florida Statutes
Sections 60S-1.004, Florida Administrative Code

CONTRIBUTIONS

Effective July 1, 2011, both you and your employer pay the retirement contributions necessary for you to earn service credit toward a future FRS retirement benefit. Your contributions will remain on deposit in your name until you retire or take a refund of your contributions. Employee contributions are required for all FRS members except for DROP participants, all reemployed retirees who are initially reemployed on or after July 1, 2010, through June 30, 2017, and all FRS Pension Plan retirees who are initially reemployed on or after July 1, 2010.

Both you and your employer pay retirement contributions equal to a certain percentage of your salary each month. Contribution rates are set by the Florida Legislature and are subject to change. As of July 1, 2011, the required employee contribution rate is 3%. Employee contributions made on or after July 1, 2011, are paid on a pre-tax basis. Required employee contributions before this date were paid on an after-tax basis.

Employee contributions were not required beginning Jan. 1, 1975, for employees of state agencies, district school boards, and community colleges, and beginning Oct. 1, 1975, for employees of county governments, municipalities, and special districts, through June 30, 2011. If you worked in a covered position before these dates in 1975, you made retirement contributions, which are on deposit in your name unless you retired or received a refund of your contributions.

Reference: Sections 121.071, 121.71, and 121.74, Florida Statutes

Refund of Contributions

You paid employee contributions to the FRS if:

1. You are a member of the FRS on or after July 1, 2011, or before 1975; or
2. You purchased additional service credit.

To be eligible to receive a refund of your employee contributions you must terminate all employment and remain off all payrolls with FRS covered employers for three consecutive calendar months. Your termination date must be reported by your employer to the Division of Retirement. Your refund will not include contributions made by your employer, nor will it include interest earnings.

To request a refund of your employee contributions, you may complete the refund application through your FRS Online account or complete and return a Request For Refund of Employee Contributions Form (FRS-M81) to the Division of Retirement. You can obtain a Form FRS-M81 by going to the Forms page of division's website at frs.myflorida.com or by contacting the Division of Retirement (see contact information on Page 6). You will lose retirement service credit in the FRS Pension Plan for the period represented by the refund. If you return to covered employment and earn one year of creditable service, you may purchase credit for your refunded service.

Employer-paid contributions are not refundable. You will retain all service credit funded solely by employer-paid contributions unless you forfeit your benefits (see Page 58 on forfeiture).

Reference: Sections 121.071(2)(b) and 121.091(5), Florida Statutes
Sections 60S-3.002(6) and (7) and 4.009(1), Florida Administrative Code

BENEFICIARY DESIGNATION

As a member of the FRS, it is important for you to designate a beneficiary or beneficiaries and keep your designation up to date.

Before You Retire

As an FRS Pension Plan member, your surviving spouse is automatically your beneficiary unless you designated someone else after your most recent marriage.

You may designate your beneficiary or beneficiaries either jointly or sequentially or specify that any benefits due be paid through a trust. If you do not name a beneficiary and are not survived by a spouse, or if none of your named beneficiaries are living upon your death, your beneficiary would be determined under section 121.091(8)(a), Florida Statutes, as follows:

... if no beneficiary designated by the member survives the member, the beneficiary shall be the spouse of the deceased, if living. If the member's spouse is not alive at his or her death, the beneficiary shall be the living children of the member. If no children survive, the beneficiary shall be the member's father or mother, if living; otherwise, the beneficiary shall be the member's estate.

You may designate a beneficiary or beneficiaries from your FRS Online account. Go to frs.fl.gov, log into FRS Online, select Beneficiary under Member Services and fill in the required information (see Page 7 for information on how to log in to FRS Online). Alternatively, you may designate your beneficiary by completing and submitting the Active Member Beneficiary Designation Form (BEN-001), which is available from your human resource office, or from the Division of Retirement (see contact information on Page 6). This form can also be found on the Forms page of the division's website.

As an active member, you may change your beneficiary at any time. This is important to remember if your beneficiary dies, your marital status changes, or you have children. Your will, trust agreement, or divorce decree has no bearing on how your FRS survivor benefits are paid. Only a beneficiary who qualifies as a joint annuitant will be eligible to receive a monthly benefit upon your death (see Page 25 for the definition of joint annuitant).

You can check your current beneficiary designation from your FRS Online account at frs.fl.gov. If your current beneficiary information is not listed, contact the Division of Retirement (see contact information on Page 6).

When You Retire

On your application for retirement, you will be asked to name your beneficiary, which will replace all previous designations, and choose a benefit payment option (see Page 48):

- If you choose Option 1 or 2, you may name as beneficiary any person, organization, trust, or your estate. You may name one or more beneficiaries to receive benefits jointly or sequentially.
- If you choose Option 2, you may name one or more contingent beneficiaries to receive any benefits remaining after your death and the death of your primary beneficiary or beneficiaries.
- If you choose either Option 3 or 4, your beneficiary must qualify as your joint annuitant. If you choose Option 3, you may name more than one joint annuitant, and specify the proportion of the benefit to be paid to each. A joint annuitant is defined as:
 - ♦ The member's spouse; or
 - ♦ The member's natural or legally adopted child who is either under age 25 or who is physically or mentally disabled and incapable of self-support (regardless of age); or
 - ♦ The member's parent or grandparent who was dependent upon the member for at least half of the financial support at the time of death; or
 - ♦ A person for whom the member is the legal guardian, and who was dependent upon the member for at least half of the financial support at the time of death.

After You Retire

If you choose Option 1 or 2, you may change your beneficiary designation at any time; these beneficiary changes do not change the amount of your retirement benefit.

If you choose Option 3 or 4:

- The joint annuitant named at retirement remains your joint annuitant unless you nullify or change the designation. A marriage or divorce after retirement does not change your designated joint annuitant unless you change your designation through the division.
- You may change your joint annuitant only twice after you retire. Whenever you change your joint annuitant, your monthly benefit will be adjusted based on your current age, the age of your new joint annuitant, and whether your present joint annuitant is living. The change will be effective the first day of the month after the month in which the division receives your completed Change of Joint Annuitant Form (JA-1).
- If you divorce the person you named as your joint annuitant, you may nullify your designation of that joint annuitant (unless a Qualified Domestic Relations Order prevents it). After nullification, your benefits will be paid as if your joint annuitant had died. If you selected Option 4, your retirement benefit would be reduced by one-third. The nullification will be effective the first day of the month after the month in which the division receives your completed Joint Annuitant Nullification Form (JA-NUL) and a copy of your divorce papers.

Reference: Sections 121.091(6) and (8), Florida Statutes
Sections 60S-4.010(1) and (8) and 60S-4.011, Florida Administrative Code

VESTING

Being vested means that you have met the service requirements to be eligible to receive a future FRS retirement benefit.

- If you are initially enrolled in the FRS on or after July 1, 2011, you will be vested in the Pension Plan after eight years of creditable service, regardless of your membership class.
- If you are initially enrolled in the FRS before July 1, 2011, you will be vested in the Pension Plan after six years of service unless your covered employment ended before July 1, 2001.
- If you terminated covered employment before July 1, 2001, vesting varied based on membership class:
 - ♦ Members of the Regular Class, Special Risk Class and Special Risk Administrative Support Class vested in the FRS Pension Plan after completing 10 years of creditable service.
 - ♦ Members of the EOC vested in the FRS Pension Plan after completing eight years of creditable service.
 - ♦ Members of the SMSC vested in the FRS Pension Plan after completing seven years of creditable service.

If you were more than one year away from vesting at the time you terminated covered employment before July 1, 2001, you must return to covered employment for one work year in order to be eligible for six-year vesting. However, if you were within one work year of vesting under the provisions of law in place when you terminated employment, you will vest upon working the number of months that were required for you to vest before you terminated.

Once you are vested, you are eligible for a future benefit when you terminate employment with all FRS employers and apply for your retirement benefit. Being vested does not entitle you to a disability benefit based on a disability that occurs after you terminate employment.

You will lose your vested rights if:

- You have to forfeit your benefits as described on Page 58.
- You have fewer years of service than are required to vest because you took a refund of your employee contributions and lost the service credit associated with your refunded service (see Refund of Contributions on Page 22).

Note: Vesting requirements for FRS disability retirement differ from those for service retirement if you are initially enrolled in the FRS before July 1, 2011. Read the Disability Retirement section for more information (see Page 52). You may also view and/or download the Disability Benefits Guide from the Publications page of the division's website at frs.myflorida.com.

Reference: Sections 121.021(45) and 121.091, Florida Statutes
Section 60S-4.003, Florida Administrative Code

TERMINATING EMPLOYMENT WITHOUT RETIRING

Whenever you terminate your employment with FRS employers before retiring, your available options under the FRS Pension Plan will vary depending upon your vesting status at the time of your termination.

Before You Are Vested

If you terminate before you have vested, you are not eligible to retire. However, the service credit you earned is not lost and will be combined with any future creditable service in the event you return to covered employment and resume active membership.

If you personally paid employee contributions to the system, either during a time when employee contributions are required under the FRS, or to purchase optional service credit, you must decide what to do about your employee contributions. When you terminate employment, you can choose to:

- Take a refund of your employee contributions and lose the associated service credit; or
- Leave your contributions on deposit with the FRS and retain all the service credit you have earned, which will be combined with future creditable service in the event you return to covered employment and resume membership.

If you choose to take a refund of your employee contributions all service credit represented by the refund is cancelled. If you later return to covered FRS employment, you must be employed for one work year before you can purchase your refunded service by repaying the contributions refunded to you, plus interest, to restore the service credit.

After You Are Vested

If you are vested when you terminate, you may choose to retire (see Page 47 for termination requirements that you must meet when you retire). If you elect to retire, depending on your age and total service credit, you could take a normal retirement or early retirement, or you could defer your retirement to a future date of your choice:

- If you qualify for normal retirement, your unreduced benefit will be based on all years of service for which you either earned or purchased service credit (see Page 33).
- If you choose to retire early (before reaching your normal retirement date), your benefit will be based on all years of service for which you either earned or purchased service credit but will be reduced based upon your age at retirement (see Page 45).
- To avoid or minimize benefit reduction for early retirement, you may choose to defer your retirement until you are older. If you defer retirement, your benefit amount will be calculated based upon your age when you begin receiving benefits.

If you elect not to retire, you will retain your earned service credit. This credit will be combined with any service credit you earn for any future covered employment.

If you have employee contributions on deposit when you terminate, you may:

- Request a refund of your employee contributions; or
- Leave your employee contributions on deposit.

If you return to covered employment before retiring, you retain all of your earlier noncontributory service credit as well as credit for any contributory service for which you have contributions on deposit. If you choose to obtain a refund of your employee contributions, all service credit represented by the refund is cancelled. You can reinstate this service credit by repaying your

refunded contributions, plus interest, after you have returned to covered employment and earned one year of service credit (see Page 33).

If you return to FRS covered employment after retirement and your initial date of reemployment is on or after July 1, 2010, through June 30, 2017, you are not eligible for renewed membership. This includes membership in the FRS Investment Plan and the FRS Pension Plan, as well as the SUSORP, the SMSOAP, the SCCSORP, and local government senior managers covered by a separate arrangement with their employers. If you are a retiree of the SUSORP, the SMSOAP, the SCCSORP, and the FRS Investment Plan you will become a renewed member of the FRS Investment Plan, the SUSORP or the SCCSORP depending upon the plan covering the position you hold if you are employed in a regularly established position and you are initially reemployed on or after July 1, 2017. If you are a FRS Pension Plan retiree you remain ineligible for renewed membership if you are initially reemployed on or after July 1, 2010.

Reference: Sections 121.021(39), 121.081(2), 121.091 and 121.122, Florida Statutes
Sections 60S-3.002(6) and 4.009, Florida Administrative Code

Note: Members of the FRS Investment Plan will have different decisions to make. If a terminated FRS Investment Plan member requests and receives a distribution of funds, in whole or in part, the member is retired. An Investment Plan retiree is subject to the laws and rules regarding reemployment after retirement and renewed membership. For instance, if a retiree returns to FRS covered employment and is enrolled as a renewed member prior to July 1, 2010, the retiree is not eligible to participate in the Special Risk Class or the DROP and is not covered for disability retirement. If an Investment Plan retiree is enrolled as a renewed member on or after July 1, 2017, Special Risk Class membership is available if employed in an eligible position but is not eligible to participate in the Pension Plan or retire under disability retirement. For more information, FRS Investment Plan members should call toll-free at 866-446-9377.

YOUR RETIREMENT BENEFIT

The monthly benefit payment you receive when you retire is based on your years of creditable service, your average final compensation, the percentage value you receive for each year of service, and the option you select, as described below.

Retirement Benefit Formula

The formula for calculating a yearly Option 1 benefit is:

Years of Creditable Service	X	Percentage Value	X	Average Final Compensation	=	Annual Option 1 Benefit at Normal Retirement
-----------------------------------	---	---------------------	---	----------------------------------	---	---

$$\text{Annual Option 1 Benefit} \div 12 = \text{Monthly Option 1 Benefit}$$

Years of Creditable Service

Years of creditable service is the total of all years and parts of years you worked in a covered position with an FRS employer, plus any additional service credit that you purchase.

Average Final Compensation

- If you are initially enrolled in the FRS before July 1, 2011, average final compensation (AFC) is the average of the five highest fiscal years of compensation you earned during your covered employment.
- If you are initially enrolled in the FRS on or after July 1, 2011, your AFC is the average of the eight highest fiscal years of compensation you earned during your covered employment.

For retirement purposes, your compensation records are kept by fiscal year (July 1 - June 30). Certain kinds of payments, such as lump-sum sick leave payments, retirement incentive bonuses, and lump-sum annual leave payments in excess of 500 hours, cannot be included in your AFC (see Rule 60S-6.001(6), Florida Administrative Code, for a listing of excluded payments).

Percentage Value

Percentage value is the value that you receive for each year of your creditable service based upon your membership class for that period. The following chart shows the percentage values assigned to each class or plan.

Note: For FRS members with hybrid membership, the AFC is calculated using the highest five or eight fiscal years of compensation earned while participating in the FRS Pension Plan, depending on your enrollment date in the FRS.

Percentage Value for a Year of Retirement Credit

The charts below list the percentage value earned for each year of service credit, by class or plan.

Retirement Plan/Class	Percent Value (per year of service)
Regular Class	
If initially enrolled in the FRS before July 1, 2011:	
Retirement at age 62 or 30 years	1.60%
Retirement at age 63 or 31 years	1.63%
Retirement at age 64 or 32 years	1.65%
Retirement at age 65 or 33 years	1.68%
If initially enrolled in the FRS on or after July 1, 2011:	
Retirement at age 65 or 33 years	1.60%
Retirement at age 66 or 34 years	1.63%
Retirement at age 67 or 35 years	1.65%
Retirement at age 68 or 36 years	1.68%
Service credit earned as a member of any of the other FRS classes (Special Risk Class, Special Risk Administrative Support Class, EOC, or SMSC), the State and County Officers and Employees' Retirement System, or the Teachers' Retirement System will be valued according to the percentage value provided by the class or plan at the time of service. Applicable percentage values are:	
Special Risk Class	
Service from Dec. 1, 1970 through Sept. 30, 1974	2.00%
Service on and after Oct. 1, 1974	3.00%
Past service with city or special district upgraded to Special Risk Class service	2.00%
Special Risk Administrative Support Class⁷	
If initially enrolled in the FRS before July 1, 2011:	
Retirement at age 55; or with 25 years of service; or at age 52 with 25 years of service, including military service	1.60%
Retirement at age 56; or with 26 years of service; or at age 53 with 26 years of service, including military service	1.63%
Retirement at age 57; or with 27 years of service; or at age 54 with 27 years of service, including military service	1.65%
Retirement at age 58; or with 28 years of service; or at age 55 with 28 years of service, including military service	1.68%

⁷ To be eligible for retirement under this class, you must have the minimum years of special risk or special risk-related service credit required to be vested. Military service applies only to members initially enrolled before Jan. 1, 1987, who had eligible active duty wartime service performed before becoming an FRS member.

If initially enrolled in the FRS on or after July 1, 2011:

Retirement at age 60; or with 30 years of service; or at age 57 with 30 years of service	1.60%
Retirement at age 61; or with 31 years of service; or at age 58 with 31 years of service	1.63%
Retirement at age 62; or with 32 years of service; or at age 59 with 32 years of service	1.65%
Retirement at age 63; or with 33 years of service; or at age 60 with 33 years of service	1.68%

Senior Management Service Class

2.00%

Elected Officers' Class:

Judges and Justices	3.33%
All Others	3.00%

Teachers' Retirement System

Plan E (no Social Security)	2.00%
-----------------------------	-------

Steps to Calculate a Benefit for a Vested Member:

1. Determine the number of years of creditable service you have in each class or plan.
2. Multiply the percentage value for a year of service in a class/plan by your years of service in that class/plan to obtain a subtotal for each class/plan (see charts beginning on Page 30).
3. Add the percentage values for each class/plan in which you had creditable service (subtotals in step 2) to determine your total percentage value for all classes/plans.
4. If you initially enrolled in the FRS before July 1, 2011, multiply the average of your highest five fiscal years of salary by the total percentage value derived in step 3 to determine your Option 1 annual benefit; or
If you initially enrolled in the FRS on or after July 1, 2011, multiply the average of your highest eight fiscal years of salary by the total percentage value derived in step 3 to determine your Option 1 annual benefit.
5. If you elect to retire early, your benefit will be reduced by 5% for each year remaining before you would reach your normal retirement age.
6. Your benefit may also be reduced if you elect to provide a continuing benefit to a beneficiary (see discussion of benefit payment options on Page 48).

Note: Your personal retirement information, including your service credit and fiscal year salaries, is available to you online. If you are vested, you can project future estimates from your FRS Online account and a summary of your personal information with projected estimates is also provided to you each year as part of your Member Annual Statement (see Page 8).

CREDITABLE SERVICE

You earn retirement credit for your creditable service when your employer reports your salary and contributions for work in a covered position with any of the over 1,000 public employers participating in the FRS. You do not earn service credit under the FRS Pension Plan as a temporary employee, working for a company that provides services to an FRS employer or independent contractor, or for any period that you are participating in any of the following retirement programs (as described on Page 21 and Page 39):

- The DROP;
- The SUSORP;
- The SCCSORP;
- The SMSOAP or in a local government alternative plan instead of participating in the SMSC; or
- The FRS Investment Plan.
- You will not be eligible to earn retirement credit as a renewed member if your initial date of reemployment after retirement is on or after July 1, 2010, through June 30, 2017, or if you are an FRS Pension Plan retiree and your initial date of reemployment after retirement is on or after July 1, 2010 (see Renewing Membership After Retirement on Page 57).

Counting Your Years of Creditable Service

You earn a full month of creditable service for each month your salary payment is reported to the division. However, during the period from July 1, 1974, through June 30, 1985, a minimum monthly salary was required for you to receive full credit for your service. If you earned less than the minimum monthly salary for any month during this period, your service credit is reduced proportionately for that month.

You earn creditable service based on your work year – 12 months of a plan year (July 1 – June 30) for most members and a shorter period (9, 10 or 11 months) for some members employed by district school boards, universities, community colleges, charter schools, developmental research schools, the Florida School for the Deaf and the Blind, and certain members who perform services for district school boards but actually work for another employer. When you work the required number of months in your work year during the plan year, you receive a full year of service credit. You cannot earn more than one year of creditable service in a plan year. If you work less than the required work year, you only receive credit for part of a year.

Example:

A deputy sheriff with a 12-month work year who works nine months of that year will receive service credit for 75% of the work year ($9 \div 12 = 0.75$). A teacher who works six months of a 10-month work year will receive service credit for 60% of that year ($6 \div 10 = 0.60$).

Reference: Section 121.021(17), Florida Statutes
Section 60S-2.002(4), Florida Administrative Code

Other Types of Creditable Service

In addition to the service credit you earn for current work, you may be able to purchase credit under the FRS Pension Plan for certain other types of service to increase your benefit. You must pay any required retirement contributions, plus interest, for the extra service credit. (In some cases, your employer may pay some or all of the cost for this credit.)

For the purchase of credit under the FRS Pension Plan, the division will accept trustee-to-trustee transfers from your deferred compensation plan account, your tax-sheltered annuity plan account, or another tax deferred account, including the State of Florida Deferred Compensation Plan and 403(b) plans offered by educational institutions.

To be eligible for transfer, the plan must be authorized under one of the following sections of the Internal Revenue Code: 401(a), 401(k), 403(b), 408(a) or (b), or 457(b). If you wish to buy service credit under the FRS Pension Plan and pay for it with funds transferred from your tax deferred plan account, download a copy of the Pretax Direct Rollover Form (PRO-1). This form can be found on the Forms page of the division's website, frs.myflorida.com. This form can also be obtained by contacting the Division of Retirement (see contact information on Page 6). Contact your provider company or plan sponsor to see if they require a separate form.

The cost for the additional retirement credit depends on the type of service. Once you are eligible to buy the service credit, you may pay the amount due at any time before you retire. Interest at a rate of 6.5% is compounded annually and is charged once a year on the balance remaining as of June 30. Contact the Division of Retirement if you need additional information on claiming creditable service as described below and through Page 38:

1. **Prior Service** – Prior service is employment with an employer participating in a state-administered retirement system in Florida for which you either paid no contributions or withdrew your contributions. To purchase credit for your prior service, you must be reemployed as a member of the FRS and earn one year of service credit and pay the required contributions, plus interest. The types of prior service for which you may be able to purchase service credit are:

- **Refunded Service** – If you terminated employment and obtained a refund of your employee contributions, you lost credit for the service represented by those contributions.
- **Non-Membership Service** – If you were working before Dec. 1, 1970, with an employer who was participating in a state-administered retirement system in Florida, but were not in covered employment, you may be eligible to buy credit for the service. However, your employment must have been in a regularly established position – you cannot purchase credit for employment in a temporary position, such as other personal services (OPS) positions with a state agency or state university.

Reference: Sections 121.021(19) and 121.081(2), Florida Statutes
Sections 60S-2.004, Florida Administrative Code

2. **Past Service** – Past service is employment with:

- A city or special district before it joined the FRS;
- A local entity or function that was transferred to, merged with, or assumed by a state or local government agency, resulting in you becoming a member of the FRS;
- The Cuban Refugee Assistance Program, administered by the Florida State Department of Public Welfare or the Florida State Board of Health before Jan. 1, 1968; or
- A Multiple Offender Project supervised by the State Attorney's Office and funded by a federal government grant to a local government not covered by the FRS.

- The Fourth Judicial Circuit with the City of Jacksonville. (Applies only to those individuals who were employees of the city on June 30, 2004, and became an employee of the State Courts System on July 1, 2004, as a result of the implementation of Revision 7 to Article V of the Florida Constitution.)

Reference: Sections 121.021(18) and 121.081(1), Florida Statutes
Sections 60S-2.003, Florida Administrative Code

3. Military Service – Military service may be claimed in one of the following ways listed below:

- If you were first employed in a covered position before Jan. 1, 1987, you may purchase up to four years of service credit for your wartime military service [section 121.111(2), Florida Statutes].
- If you left covered employment to join the military and returned to covered employment afterwards, you may be entitled to coverage for military service as a military leave of absence [section 121.111(1), Florida Statutes]. See Page 35 for more information.
- If your military service is not creditable as described above, see Page 36 for information on purchasing your military service as federal service under provisions of out-of-state service.

If you wish to claim credit for your military service, you must submit a copy of your certificate of service (Form DD-214, or equivalent) showing your dates of entry into and discharge from active duty so that the division may determine your eligibility.

Wartime Military Service

If you were in a covered position before Jan. 1, 1987, you may purchase credit for up to four years of active duty wartime service with the United States Armed Forces or the Allied Forces from which you were honorably discharged.

You must be vested in the FRS Pension Plan before you may claim and pay for wartime military service credit.

You will not receive any credit for military service that is also credited toward any other federal, state, or local retirement benefit where length of service is a factor. However, credit may be granted for active duty wartime service that also applies toward a benefit from the United States Armed Forces Reserves or National Guard (under Chapter 67 of Title 10 of the United States Code).

Your military service must fall within wartime periods as defined by section 1.01(14), Florida Statutes. Some wartime periods are listed below (the dates of wartime periods before the Vietnam Era may be requested from the division):

Vietnam Era – Feb. 28, 1961, through May 7, 1975.

Persian Gulf War – Aug. 2, 1990, through Jan. 2, 1992.

Operation Enduring Freedom – Oct. 7, 2001, and ending on the date thereafter prescribed by presidential proclamation or by law.

Operation Iraqi Freedom – March 19, 2003, and ending on the date thereafter prescribed by presidential proclamation or by law.

If one or more days of any period of your active military service occurred during the dates identified by law as wartime, you may claim credit for that entire period – not to exceed four years. For example, if your active military service was from Jan. 1, 1959, through Jan. 1, 1963, you are eligible to claim four years of this service because a portion of your time (at least one day) fell within the active duty wartime period defined as the Vietnam Era.

You will receive Regular Class value for each year of service claimed under Wartime Military Service provisions regardless of your actual membership class.

Military Leave of Absence

A military leave of absence occurs when you leave covered employment to serve in the military. To receive service credit for this time, you must be honorably discharged and be entitled to return to work under provisions of the Uniformed Services Employment and Reemployment Act (Chapter 43 of Title 38 of the United States Code) and you must satisfy the conditions of that act. After you return to covered employment, you may receive credit for up to five years of active duty military service (or more if your service was extended for the convenience of the federal government).

Service credit for a military leave of absence will count toward the years of service you need to vest, and you do not need to be vested before you can receive such credit. If your military leave of absence ends on or after Dec. 3, 1974, and certain criteria are met, your employer must pay employer contributions required during the period of your absence. If all or part of your military leave of absence occurs on or after July 1, 2011, you must pay any required employee contributions for the period of your absence before the service will be creditable.

Reference: Sections 1.01(14), 121.021(20) and 121.111, Florida Statutes
Sections 60S-2.005, Florida Administrative Code

4. **Leave of Absence without Pay** – A leave of absence without pay is a period of time when you are on an approved absence from work, without pay, and plan to return to work after your leave (including a leave of absence taken due to resignation to run for Sheriff or Police Chief or a leave taken under the Family Medical Leave Act). You must return to work immediately following the approved leave and be actively employed for at least one calendar month in order to qualify to purchase retirement credit for the leave. You may purchase credit for up to two work years of approved leave. Before the division can calculate the cost of your leave, you must complete and send an Application to Purchase Retirement Credit for a Leave of Absence (Form FR-28) to the division. This form can be found on the Forms page of the division's website. You may pay for the leave any time before retirement, but this service credit does not count toward the years of service you need to be vested.

Reference: Section 121.121, Florida Statutes
Sections 60S-2.006 and 3.007, Florida Administrative Code

5. **In-State Service** – You may be eligible to purchase service credit under the FRS Pension Plan for up to five years of in-state public employment or nonpublic employment in certain schools or colleges. Qualifying service includes public employment not covered by the FRS, employment with a charter school, and employment with a nonpublic school or college accredited by the Southern Association of Colleges and Schools, subject to the following requirements:
 - The service claimed must have been covered by a retirement or pension plan provided by your employer.
 - If the service credit you earned under another retirement or pension plan entitles you to receive a current or future benefit under that plan, you cannot buy credit for that service under the FRS. Or, if you received a refund of contributions from the other retirement system and the refund included any contributions made by the employer, you cannot buy FRS credit for that service.
 - You must have one work year of FRS covered employment after the in-state service to qualify to purchase credit for this service.
 - All service claimed will be credited as Regular Class service.

- If you also wish to purchase service credit for your out-of-state public service (see item 6), the combined total years of credit purchased for your in-state and out-of-state service may not exceed five years.
- You may purchase credit for your in-state service on a year-for-year basis as you complete an equal or greater amount of FRS service.
- You must be vested in the FRS before the in-state service will be creditable under the FRS.

Reference: Section 121.1122, Florida Statutes
Sections 60S-2.007 and 3.008, Florida Administrative Code

6. Out-of-State Service – The following types of employment outside the State of Florida may be creditable under the FRS:

Out-of-State Public Service and Federal Service – FRS

You may be eligible to purchase service credit under the FRS Pension Plan for up to five years of out-of-state public employment or federal employment. The service claimed must have been for periods of public employment in another state or a political subdivision of another state or for the federal government (including military service not otherwise creditable under the FRS).

To claim credit for this service, you must meet the following requirements:

- The service claimed must have been covered by a retirement or pension plan provided by your employer.
- If the service credit you earned under another retirement or pension plan entitles you to receive a current or future benefit under that plan, you cannot buy credit for that service under the FRS. Or, if you received a refund of contributions from the other retirement system and the refund included any contributions made by your employer, you cannot buy FRS credit for that service.
- You must have one work year of FRS covered employment after your out-of-state service to qualify to purchase credit for this service.
- All service claimed will be credited as Regular Class service.
- If you also wish to purchase service credit for your in-state service (see item 5), the combined total years of credit purchased for your in-state and out-of-state service may not exceed five years.
- You may purchase credit for your out-of-state service on a year-for-year basis as you complete an equal or greater amount of FRS service.
- You must be vested in the FRS before the out-of-state service will be creditable under the FRS.

Reference: Section 121.1115, Florida Statutes
Sections 60S-2.007 and 3.008, Florida Administrative Code

Out-of-State Seasonal Agricultural Work

If you are a seasonal agricultural state employee who works for the Department of Agriculture and Consumer Services in Florida for six or more months during a fiscal year (July 1 – June 30) and you work in another state in a similar capacity during the same fiscal year, you may be able to purchase credit under the FRS Pension Plan for your actual time in out-of-state seasonal agricultural service.

Reference: Sections 121.011(3), 121.051(6)(a), 121.1115, 121.1122, 238.06(4), Florida Statutes
Sections 60S-2.007 and 3.008, Florida Administrative Code

- 7. Workers' Compensation Credit** – Periods when you receive temporary Workers' Compensation payments are creditable for retirement under the FRS if you return to active employment in a covered position for one calendar month or retire on FRS disability. Your employer must report such periods of Workers' Compensation to the division to ensure you receive this service credit at no cost to you.

Reference: Section 121.125, Florida Statutes
Section 60S-2.012, Florida Administrative Code

- 8. Periods of Suspension without Pay** – If you are suspended without pay and later reinstated, you may purchase service credit for up to 24 months of your period of suspension. To be eligible to purchase such service credit, you must provide documentation of your suspension and reinstatement and you must return to active employment for at least one calendar month following your period of suspension. If your suspension without pay is retroactively changed to a suspension or reinstatement with pay, your employer must pay any applicable employer and employee contributions, plus interest, for the affected period of suspension without pay.

Reference: Section 121.011(3)(e), Florida Statutes
Sections 60S-2.016 and 3.014, Florida Administrative Code

- 9. Dismissal and Reinstatement** – If you are not retired and are dismissed by your employer and your dismissal is later rescinded by proper authority or through legal action, you may be eligible to receive retirement credit for this period of dismissal. Your employer must pay the required retirement employer contributions, plus interest, due for any portion of the dismissal period for which you are made whole. You must pay the required employee contributions for the dismissal period; your employer must pay the interest on your employee contributions. If, however, your dismissal period, or a portion of your dismissal period, is later changed from a termination to a suspension by proper authority or legal action, you would be required to buy the credit to receive retirement credit for this period (see item 8).

Reference: Section 121.011(3)(g), Florida Statutes

- 10. Reemployed Retiree Service before July 1, 1991** – If you became a renewed member on or after July 1, 1991, you may buy credit toward your second-career retirement benefit for your service in a covered position after your first retirement and before you became a renewed member.

Reference: Section 238.175, Florida Statutes

- 11. Teaching in a Federally Operated School in Florida** – You may purchase credit for teaching service in a public school located in Florida and operated by the United States Government, as long as the service does not entitle you to a current or future benefit under any other state or federal retirement system.

Reference: Section 238.175, Florida Statutes

12. Periods of Disability Retirement – If you retire on disability and later recover and return to a covered position, and you are continuously employed for at least one work year, you may purchase service credit for the period while you were retired on disability.

Reference: Section 121.091(4)(h), Florida Statutes
Sections 60S-2.018, and 4.007(8), Florida Administrative Code

Service Credit Upgrades

Special Risk Class

If you are an emergency medical technician or paramedic who has previous service in another FRS class that is now within the purview of the Special Risk Class, you may purchase additional service credit to upgrade the value of this service to the value provided for Special Risk Class. You may also purchase the upgrade of previous creditable service to Special Risk value if you are in the Special Risk Class and such previous service included responsibilities in fire prevention or firefighter training. The cost to upgrade this service credit is the difference between the total contributions that were actually paid during the period being upgraded and the contributions that were required for the Special Risk Class during that period, plus interest. Your employer is allowed, but not required, to pay some or all of this cost for you.

If you are employed in a forensic position covered for Special Risk Class membership on or after July 1, 2008, and you have previous service in another membership class in a forensic position within the forensic eligibility effective July 1, 2008, you may upgrade such prior creditable service earned in another FRS membership to the Special Risk Class accrual value. The member cost to upgrade this service will be an amount representing the actuarial accrued liability for the difference in accrual value during the affected period of service. Local government employers may purchase the upgraded service credit on behalf of the member if the member has been employed by that employer for at least three years. State employers are not able to purchase the upgraded service credit on behalf of their employees.

Reference: Section 121.0515(10), Florida Statutes

Elected Officers' Class

If you are a member of the EOC, you may pay the cost to upgrade previous service you performed that would now be within the purview of the class. If you were employed in a position that would have been covered by the EOC if your position or subclass had been included initially (see Page 9), you may upgrade the value of this service to the value provided for EOC service. The cost to upgrade this service credit is the difference between the total employee and employer contributions that were actually paid during the period being upgraded and the employee and employer contributions that were required for the EOC during that period, plus interest.

Reference: Section 121.052(5), Florida Statutes

Senior Management Service Class

If you have participated in the SMSC, you may pay the cost to upgrade previous service you performed that would now be within the purview of the class, retroactive to Feb. 1, 1987, except for positions in the offices of the conflict and civil regional counsel whose upgrade is retroactive to Oct. 1, 2007. If you were employed in a position that would have been included initially (see Page 9), you may upgrade the value of this service to the value provided for SMSC service. The cost to upgrade this service credit is the difference between the total contributions (employer and employee) that were actually paid during the period being upgraded and the contributions that were required for the SMSC during that period, plus interest. Your employer is allowed, but not required, to pay some or all of this cost for you except for positions in the offices of the conflict and civil regional counsel whose employer may not purchase upgraded service on your behalf.

Reference: Section 121.055(1)(j), Florida Statutes

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

The DROP is offered for members who have reached their normal retirement date. The DROP allows you to effectively retire while delaying your termination. While participating in the DROP, your monthly retirement benefits accumulate in the FRS Trust Fund, earning tax-deferred interest, while you continue to work and earn a salary but no additional retirement service credit. For many, the DROP offers the best of both worlds, providing both a guaranteed lifetime monthly benefit and a lump sum you can invest or spend after your program participation ends.

Your monthly benefit will be the amount determined when your DROP participation started based upon your service credit and salary at that time, plus any annual cost-of-living adjustment. When your DROP participation period ends, you must terminate all employment with all FRS employers or forfeit your DROP benefits and any monthly retirement benefits you received after DROP participation ended.

Approximately 90 days before your scheduled termination date the Division of Retirement will send you a packet of information including the forms to verify your termination date and to select your payout method for your DROP accumulation. After your termination is verified by your employer, your name will be added to the retired payroll for you to begin receiving your monthly retirement benefit. Your DROP accumulation will be paid out after the Division of Retirement receives your payout instructions and your termination is verified, but not earlier than the calendar month following your employment termination.

For most DROP participants, the maximum participation period is 96 months and the termination requirement applies (see termination requirement information on Page 46) at the end of the participation period. However, some exceptions apply:

- Effective July 1, 2023 K-12 instructional personnel as defined in section 1012.01(2)(a)-(d), Florida Statutes, who are employed by district school boards or the Florida School for the Deaf and the Blind or instructional personnel as defined in section 1012.01(2)(a), Florida Statutes, employed by developmental research (lab) schools may be permitted to extend their DROP participation for up to 24 months beyond their initial 96-month participation period. The member's employer must authorize the extension and the division must approve it before such an extension may be granted. Such a DROP participant must remain in an eligible position throughout the duration of the extension, or the DROP will be voided.
 - ◆ K-12 instructional personnel must end their extended DROP participation on the last day of the school year.⁸
- Effective July 1, 2023, K-12 administrative personnel as defined in section 1012.01(3), Florida Statutes, who have a DROP termination date on or after July 1, 2018, may be authorized to extend their DROP participation beyond the initial 96 calendar month period if their termination date is before the end of the school year. Such administrative personnel may have their DROP participation extended until the last month of the school year. The employer is required to notify the Division of Retirement when these eligible personnel have their termination date changed to comply with this provision.
- A DROP participant serving in an elective office covered by the EOC when the participation period ends must terminate from all employment to receive benefits. DROP accumulation and future monthly benefits will not be paid until the participant terminates employment.

⁸ This provision expires on June 30, 2029

- A participant serving in an elective office covered by the EOC at the end of DROP participation may delay termination until the end of the current term or successively held term of office. The DROP account will not earn additional interest after DROP participation period ends and benefits, including the DROP payout, will not be paid until termination has occurred and is verified.
- If you are an elected officer whose period of DROP participation will conclude before your term of elective office is over, you should contact the Division of Retirement for applicable termination requirements (see contact information on Page 6).

FREQUENTLY ASKED QUESTIONS

1) Q. Who is eligible to participate in the DROP?

- A.** All vested members of the FRS Pension Plan who have reached their normal retirement date are eligible to participate.

2) Q. Who is not eligible to participate in the DROP?

- A.** Renewed members of the FRS Pension Plan and members of the FRS Investment Plan. Also, participants of the SUSORP, the SMSOAP, the SCCSORP, or a local annuity plan are not eligible to participate.

3) Q. How soon can I enroll in the DROP if I am a Regular Class, EOC, or SMSC Member?

- A.** You may begin DROP participation any time after you reach your normal retirement date:
- If you are initially enrolled in the FRS before July 1, 2011, this is the first of the month based upon your normal retirement age of 62 if you are vested or the first of the month following the month you reach 30 years of service before your normal retirement age or becoming vested after age 62. (For example, a member who is age 66 could enroll in the DROP the month after completing six years of service credit.)
 - If you are initially enrolled in the FRS on or after July 1, 2011, this is the first of the month based upon your normal retirement age of 65 if you are vested or the first of the month following the month you reach 33 years of service before your normal retirement age or becoming vested after age 65. (For example, a member who is age 66 could enroll in the DROP the month after completing eight years of service credit.)

4) Q. How soon can I enroll in the DROP if I am a Special Risk Class member?

- A.** You may begin DROP participation any time after you reach your normal retirement date:
- The first of the month based upon your normal retirement age of 55 if you are vested or the first of the month following the month you reach 25 years of service before your normal retirement age or becoming vested after age 55. (For example, a member who is age 56 could enroll in the DROP the month after completing six years of service credit.)

5) Q. How long can I be in the DROP?

- A.** In most cases, your DROP participation is for a maximum of 96 months. Your employer may permit you to extend your DROP participation for up to another 24 months, if you are K-12 instructional personnel as defined in section 1012.01(2) (a)- (d), Florida Statutes.

6) Q. What if I do not terminate my job when my DROP participation period ends?

- A.** If you do not terminate employment at the end of your participation period, your retirement application is voided and your DROP participation is retroactively cancelled.⁹ Your FRS membership and service credit would be reestablished and your employer

⁹ An exception applies in the case of elected officers in the DROP (see Page 38).

would be responsible for any cost owed to establish service credit as if you had never participated in the DROP. When you wish to retire, you would be required to reapply to establish a new retirement date.

7) Q. Will my DROP money earn interest?

- A.** Yes, while you are in the program, your DROP account earns interest, compounded monthly at an effective annual rate of 4.00%¹⁰. No interest is earned on benefits on deposit for less than one month or after your DROP participation ends.

8) Q. Will I receive a cost-of-living adjustment while in the DROP?

- A.** Yes, if you have service credit prior to July 1, 2011, your retirement benefits accumulating in your DROP account will receive a cost-of-living adjustment (COLA) each July that is individually calculated by dividing your years of service before July 1, 2011, by your total years of service and multiplying the quotient by 3%¹¹. The first year's COLA is prorated if you have been retired for less than 12 months.

¹⁰ A different interest rate applied to DROP account balances through June 30, 2023. Contact the Division of Retirement with any questions.

¹¹ Members initially enrolled on or after July 1, 2011, do not receive a COLA after retirement on benefits paid through the Pension Plan.

9) Q. When and how will my DROP benefits be paid?

- A.** Approximately 90 days prior to your scheduled termination of employment date, the DROP Termination Unit will send you a form to certify your employment termination and to select your DROP payout method. Once the division receives verification of your employment termination from your employer and your completed payout method form, the payout is processed as quickly as possible after your termination, but not earlier than the calendar month following your employment termination. You may choose to receive your DROP accumulation as a lump-sum payment, a direct rollover to an eligible tax-sheltered account as described in section 402(c)(8)(B) of the Internal Revenue Code, or a combined partial lump-sum payment and rollover.

10) Q. Are FRS in-line-of-duty death benefits payable while I am in the DROP?

- A.** No. Since you effectively retired under the FRS Pension Plan when you entered the DROP, your beneficiary would not be eligible for in-line-of-duty death benefits. However, your beneficiary would be eligible to receive all of your DROP balance as a lump-sum payment, an eligible rollover distribution to an IRA as described under section 402(c)(9) of the Internal Revenue Code, or a combination lump-sum payment and rollover. And, if you chose Option 2, 3 or 4 when you entered the program, your surviving beneficiary would also receive monthly FRS benefits according to your option selection.

11) Q. Will I be eligible for disability retirement benefits while I am in the DROP?

- A.** No. Since you effectively retired from the FRS Pension Plan when you entered the DROP, you would not be eligible for disability retirement benefits if you became disabled while in the program.

12) Q. Do I receive HIS benefits while I participate in the DROP?

- A.** No. However, you may be eligible for HIS payments after your DROP participation ends. Eligible retirees must apply for the HIS benefit.

13) Q. Are my DROP benefits (and my future retirement benefits) subject to forfeiture?

- A.** Yes, but only if you have violated the forfeiture provisions of section 121.091(5)(f)-(j), Florida Statutes (see Page 58 on forfeiture).

RETIRING FROM THE PENSION PLAN

You should consider many issues as you approach retirement. What retirement income should you expect? Do you qualify for normal retirement and, if not, should you consider early retirement? What about the DROP? Once you decide what you want to do, you will need to decide on how and when you want to apply.

Estimate of Benefits

You can log in to your FRS Online account from the division's website to perform informal benefit estimates yourself (including DROP estimates) based on the retirement ages you assume (see Page 7 for more information).

Upon request, the division will calculate an official estimate of your retirement benefits. The division recommends that you request an estimate when you are within five years of your anticipated retirement date. Unlike the MAS that you receive each year, estimates that you request from the division use the retirement date(s) you specify to help you plan for retirement. Also, if the division has calculated the cost to purchase optional service credit, you will receive comparative estimates with and without this service credit to help you determine if buying the service credit is beneficial to you.

You may request an estimate of benefits by contacting the Division of Retirement (see contact information on Page 6). Once the division receives your request, your estimate will be calculated and made available through your FRS Online account or mailed to you at the address you provide depending upon your communication preference.

Normal Retirement

Your normal retirement date is the time you are first eligible to receive an unreduced retirement benefit based on your age or years of service.

As a Regular Class, EOC, or SMSC member you will qualify for normal retirement as follows:

If initially enrolled in the FRS before July 1, 2011, you qualify for normal retirement when:

- You are vested (see Page 26) and are age 62; or
- You have at least 30 years of creditable service, regardless of your age before age 62; or
- The age after age 62 when you become vested.

If initially enrolled in the FRS on or after July 1, 2011, you qualify for normal retirement when:

- You are vested (see Page 26) and are age 65; or
- You have at least 33 years of creditable service, regardless of your age before age 65; or
- The age after age 65 when you become vested.

Reference: Sections 121.021(29) and 121.091(1), Florida Statutes
Section 60S-4.003, Florida Administrative Code

As a Special Risk Class member, you will qualify for normal retirement as follows:

- You are vested (see Page 26) and are age 55; or
- You have at least 25 years of special risk creditable service; or
- You have a combined total of 25 years of special risk creditable service and military service and are age 52; or
- You have at least 30 years of any creditable service, regardless of age.

As a Special Risk Administrative Support Class member, you will qualify for normal retirement based on the special risk age and service criteria listed on the previous page, provided that you have at least the number of years of creditable service in the Special Risk Class that is required for you to vest (see Page 26). The value for each year of your service will remain the value of the class or system in which the service was earned or claimed (see Page 30).

Reference: Sections 121.021(29) and 121.091(1), Florida Statutes
Section 60S-4.003, Florida Administrative Code

Early Retirement

As a Regular Class, EOC, or SMSC member, if you are vested but have not yet reached your normal retirement date, you may elect to take early retirement. If you do, the amount of your benefit will be reduced by 5% for each year between your age at retirement and your normal retirement age. If you are initially enrolled in the FRS before July 1, 2011, your normal retirement age is 62. If you are initially enrolled in the FRS on or after July 1, 2011, your normal retirement age is 65.

Example: If you are vested but have less than the number of years of service otherwise required for normal retirement and want to retire early at age 57, your reduction would be calculated as follows:

If your normal retirement age is 62, you have five years before you would reach age 62. Your benefit would be reduced by 25% (5 years × 5 percent = 25%).

If your normal retirement age is 65, you have eight years before you would reach age 65. Your benefit would be reduced by 40% (8 years × 5 percent = 40%).

Reference: Sections 121.021(30) and 121.091(3), Florida Statutes

As a Special Risk Class member if you are vested but have not yet reached your normal retirement date, you may elect to take early retirement. If you do, the amount of your benefit will be reduced by 5% for each year between your age at retirement and your normal retirement age. Your normal retirement age is 55.

Example: If you are vested but have less than the number of years of service otherwise required for normal retirement and wanted to retire early at age 50, your reduction would be calculated as follows:

If your normal retirement age is 55, you have five years before you would reach age 55. Your benefit would be reduced by 25% ($5 \text{ years} \times 5\% = 25\%$).

Reference: Sections 121.021(30) and 121.091(3), Florida Statutes

Dual Retirement Ages

If you have Special Risk Class service and service in another membership class and have not reached normal retirement age or date for both classes, a separate benefit must be calculated for each class of service. The two benefits will be added together for your total benefit.

Example:

At age 57 with 25 years of Special Risk Class service and four years of Regular Class service, you will receive the full benefit to which you are entitled based on your special risk service and a reduced benefit for your regular service. This is because you would have reached the special risk normal retirement age, but not your regular service normal retirement age. Therefore, the part of your benefit based on your four years of regular service is reduced by 25 percent ($5 \text{ years} \times 5\% = 25\%$).

If you are initially enrolled in the FRS before July 1, 2011, you qualify for normal retirement in the Special Risk Class or Special Risk Administrative Support Class when you have 25 years of Special Risk Class Service before age 55, or at age 55 with six years of Special Risk Class service. If you are initially enrolled in the FRS on or after July 1, 2011, normal retirement in these classes is after 25 years of Special Risk Class service or age 55 with eight years of Special Risk Class service.

If you are initially enrolled in the FRS before July 1, 2011, you will qualify for normal retirement under all other classes when:

- You are vested and reach age 62; or
- You have at least 30 years of creditable service, regardless of your age before age 62; or
- The age after 62 when you become vested.

If you are initially enrolled in the FRS on or after July 1, 2011, you will qualify for normal retirement under all other classes when:

- You are vested and reach age 65; or
- You have at least 33 years of creditable service, regardless of your age before age 65; or
- The age after 65 when you become vested.

Reference: Section 121.091(2), Florida Statutes

Beginning July 1, 2023, Volunteer Services in accordance with section 121.091(15), Florida Statutes, do not constitute employment by or provision of services to an FRS employer.

Termination Requirement

(1st – 6th calendar months of retirement)

You must have a bona fide termination by terminating all employment relationships with and ceasing to provide services to all FRS employers for the first six calendar months of your retirement or the first six calendar months after your DROP termination date.

An employment relationship with an FRS employer in any capacity during this six-calendar month period may void your retirement and you and your FRS employer may be held jointly and severally liable for repayment of all retirement benefits received, which include any DROP accumulation or payout. This means that each party can be held fully responsible for the repayment of the total amount of retirement benefits. There are no exceptions to the six-calendar month termination requirement. Voiding your retirement applies even if the position you hold is not covered by the FRS but is with an FRS employer. This requirement also applies to employment with the same employer if the employer withdrew from the FRS effective Jan. 1, 1996, for newly hired employees.

Reference: Sections 121.021(39), 121.071(2), 121.091(13), and 121.122, Florida Statutes
Sections 60S-3.002(6) and 4.009, Florida Administrative Code

Beginning the 7th calendar month of your retirement, there are no limitations on receiving your retirement benefit while being in an employment relationship with an FRS employer.

From July 1, 2010, to June 30, 2024, during the 7th through 12th calendar months following the member's retirement distribution date, the retiree could have engaged in an employment relationship with or provided services to an FRS employer if, and only if, the retiree suspended all distributions from their monthly retirement benefits.

Contact the Division of Retirement if you have any questions about the termination requirement (see contact information on Page 6).

Reference: Sections 121.091 (9), 121.091(13), and 121.122, Florida Statutes
Section 60S-4.012, Florida Administrative Code

Effective Retirement Date

Your effective retirement date is always the first day of the month your retirement begins. If the division receives your application form before, or within 30 days after you terminate employment, your effective retirement date will be the first day of the month following your termination. If you do not apply within 30 days after your termination, your effective retirement date will be the first day of the month after the month in which the division receives your application, unless you choose to defer your retirement and specify a later date.

If you choose to participate in the DROP, your effective retirement date is the first day of the month your DROP participation begins. Read the Eligibility Requirements section of the DROP Guide for detailed information on when you are eligible to apply for the DROP.

Reference: Section 121.091, Florida Statutes
Section 60S-4.0035(3), Florida Administrative Code

Application for Benefits

You must apply for retirement benefits before you can begin receiving benefit payments. To apply for Service Retirement, complete an Application for Service Retirement Form (FR-11), or to apply for the DROP, complete an Application for Service Retirement and the Deferred Retirement Option Program (DROP) Form (DP-11) and Notice of Election to Participate in the Deferred Retirement Option Program (DROP) and Resignation of Employment Form (DP-ELE). These forms are available from your human resource office or the division. These forms can also be found on the Forms page of the division's website at frs.myflorida.com.

The earliest you may apply for retirement is six months before your planned retirement date. In addition to an application, you must submit proof of age as outlined on Page 50. The division will acknowledge receipt of your application form and advise you of anything else needed. If you are buying additional service credit, the division must receive your final payment before you can begin receiving benefits. Retirement benefits are paid on the last workday of each month after your name is added to the retired payroll.

You may change any item on your application before retirement. However, once a benefit payment has been cashed, deposited or credited to the DROP, your retirement is final and you cannot change your option or add service credit. Also, you cannot change your type of retirement (early, regular, or disability) except when you recover from disability.

Reference: Section 121.091, Florida Statutes
Sections 60S-4.002(4), 4.0035(1), and 4.010(5), Florida Administrative Code

Benefit Payment Options

When you retire, you must choose one of the four benefit payment options (methods of payment) available to you. You will not begin receiving your retirement benefits until you have selected a benefit payment option and finalized your application. Once you cash or deposit a benefit payment, your option selection cannot be changed.

If you are married and you select Option 1 or 2, your spouse must acknowledge your option selection in writing. If you select Option 2, 3 or 4, your benefit will be actuarially reduced from the Option 1 amount. However, the total benefit provided under each of these options is actuarially equal to what you alone would be expected to receive under Option 1.

Options 1 and 2

Option 1: Provides a monthly benefit payment to you for your lifetime. Option 1 does not provide a continuing benefit to a beneficiary. Upon your death, the monthly benefit will stop and your beneficiary is entitled to receive only a refund of contributions you paid, if any, which exceed the amount you received in benefits. If you wish to provide a beneficiary with a continuing benefit after your death, you should consider selecting one of the other three options.

Option 2: Provides a reduced monthly benefit payment to you for your lifetime. If you die 10 years or more after retirement, no benefits are payable to your beneficiary. However, if you die within 10 years (120 months) of your effective retirement date, your beneficiary will receive a monthly benefit payment in the same amount you were receiving for the balance of the 120-month period (including any period of DROP participation). No further benefits are then payable.

Options 3 and 4

Under Options 3 and 4, you may provide a continuing benefit to your spouse or other dependent beneficiary who is your joint annuitant as described below. To qualify as a joint annuitant, an individual must be:

- Your spouse; or
- Your parent or grandparent, as long as you are providing at least half of the financial support, as verified by your tax returns; or
- Your natural or legally adopted child who is either under age 25 or physically or mentally disabled and incapable of self-support; or
- A person for whom you are the legal guardian, as long as you provide at least half of the financial support, as verified by your tax returns.

If you choose Option 3 or 4 and name your spouse as your joint annuitant, you must submit a copy of your marriage certificate with your application.

Option 3: Provides a reduced monthly benefit payment to you for your lifetime and a continuing benefit to your surviving joint annuitant. No further benefits are payable after both you and your joint annuitant die. Upon your death:

- The benefit payment to your surviving joint annuitant will be the same amount you were receiving if the joint annuitant is your spouse, parent, grandparent, or someone age 25 or older for whom you are the legal guardian; or
- If your joint annuitant is your natural or legally adopted child (or someone for whom you are the legal guardian) who is under age 25 at the time of your death, your joint annuitant will receive a benefit payment in the amount of your Option 1 benefit until reaching age 25; or
- If your joint annuitant is your natural or legally adopted child (or person for whom you are the legal guardian) who is physically or mentally disabled and incapable of self-support at the time of your death, regardless of age, your joint annuitant will receive a benefit payment in the amount of your Option 1 benefit until no longer disabled.

Option 4: Provides an adjusted monthly benefit payment to you while both you and your joint annuitant are living and a reduced continuing benefit to the survivor upon the death of either you or your joint annuitant. No further Option 4 benefits are payable after both you and your joint annuitant die.

If your joint annuitant dies first, your benefit is reduced to two-thirds of the monthly benefit paid when you both were living.

In the event that you die first:

- The benefit payment to your surviving joint annuitant will be equal to two-thirds of the monthly benefit paid when you both were living if the joint annuitant is your spouse, parent, grandparent, or someone age 25 or older for whom you are the legal guardian; or
- If your joint annuitant is your natural or legally adopted child (or person for whom you are the legal guardian) who is under age 25 at the time of your death, your joint annuitant will receive a benefit payment in the amount of your Option 1 benefit until reaching age 25; or
- If your joint annuitant is your natural or legally adopted child (or person for whom you are the legal guardian) who is physically or mentally disabled and incapable of self-support at the time of your death, regardless of age, your joint annuitant will receive a benefit payment in the amount of your Option 1 benefit until no longer disabled.

Reference: Section 121.091, Florida Statutes
Sections 60S-4.002(4), 4.0035(1), and 4.010(5), Florida Administrative Code

Proof of Age

When you apply for retirement, you must furnish proof of your age. If you choose benefit payment Option 3 or 4, you must also furnish proof of age for your joint annuitant. The division must receive the required proof of age before you can begin receiving benefits. The division will accept a readable copy of one of the following documents:

- A state-issued driver's license issued after Jan. 1, 2010, that indicates compliance with the federal REAL ID Act
- Birth certificate
- Delayed birth certificate
- Census report more than 30 years old
- Life insurance policy more than 30 years old
- Certificate of naturalization
- Valid, unexpired U.S. passport

If you cannot furnish any document listed above, a readable copy of a document from two of the following categories will be required:

- Birth certificate of your child, giving your age or your joint annuitant's age, as appropriate
- Baptismal certificate more than 30 years old
- Hospital record of birth
- School record at the time you (or your joint annuitant) entered grammar school

If you are having difficulty locating these documents or you are unable to obtain any of these documents, contact the Division of Retirement (see contact information on Page 6).

Reference: Section 121.091, Florida Statutes
Section 60S-4.0035(2), Florida Administrative Code

Limitation of Benefits

State and federal laws may limit the amount of your annual benefit as explained below:

Florida Retirement System Maximums – Under state law, your initial retirement benefit under the FRS Pension Plan may not exceed 100% of your AFC. However, this restriction does not apply to pension increases resulting from a COLA, nor does it apply to benefits accruing in individual accounts under the FRS Investment Plan established under Part II of Chapter 121, Florida Statutes.

Federal Maximums – Since 1974, under section 415(b) of the Internal Revenue Code, the federal government has limited the amount of annual retirement benefits you can receive from a pension plan. In 1998, Congress enacted legislation to permit government entities to establish excess benefit plans for people who are adversely affected by this federal limit (similar to excess benefit plans already in effect for private employers) to allow payments up to the maximum allowed by the retirement plan.

As a result, the 1999 Florida Legislature adopted the FRS Preservation of Benefits Plan (an excess benefit plan) to effectively offset the impact of the federal limit on retirees of the FRS Pension Plan. This plan, which became effective on July 1, 1999, requires the division to pay each affected retiree, by separate check, an amount equal to any reduction in your total FRS benefits imposed by the federal limit. Therefore, if you are affected by this federal limit, you will be made whole by the excess benefit plan and you will not suffer a reduction in benefits. This maximum is adjusted for age so that retirees younger than age 62 have a lower maximum and those older than age 65 have a higher maximum. The determination if your retirement will be subject to section 415(b) limit can only be made at retirement. Limits vary every year, so your benefit could be affected one year and not the next year based on the Department of Labor specific Section 415(b) dollar limit that is published annually.

Section 401(a)(17) of the Internal Revenue Code also limits the amount of salary on which contributions can be paid into a retirement plan. If you became a member on or after July 1, 1996, and effective with the fiscal year 2024-25, you make over \$345,000, service credit will be awarded, but no contributions will be paid by your employer on salary over that amount; however, if you became a member before July 1, 1996, the limit is \$510,500.

FRS Benefits/Contributions Are Primary – If you participate in any retirement plan maintained by your employer in addition to the FRS and Social Security, including a qualified pension plan, a qualified employee annuity plan, or a 403(b) annuity, federal limits may apply to the combined amount of benefits payable under all plans except Social Security. If the combined amount exceeds a federal limit, the benefits payable under the other plan(s) must be reduced first to conform to the limit. Benefits provided under the FRS Pension Plan are considered primary to benefits provided under any other plan. Separate limits apply to contributions made under defined contribution plans, such as the FRS Investment Plan.

Reference: Sections 121.091(11) and 121.30(5), Florida Statutes
Section 60S-4.002(3), Florida Administrative Code

DISABILITY BENEFITS

The FRS provides disability retirement coverage to eligible members of the FRS Pension Plan and the FRS Investment Plan who become totally and permanently disabled and are unable to work (disabled from all employment, not just from your current job). Your injury or illness must have occurred before you terminated employment. If you are a Pension Plan or Investment Plan retiree with renewed membership (see Page 57) or if you are in the DROP (see Page 39), you are not eligible for disability benefits. Disability benefits are not reduced for early retirement. The two types of disability benefits are regular disability benefits and in-line-of-duty disability benefits.

Regular Disability Benefits

You must complete at least eight years of creditable service, regardless of the other vesting requirements for your membership class or plan. If your disability retirement is approved, the Option 1 annual benefit will be at least 25% of your AFC. If your actual earned benefit based on your years of service would be higher than the 25 percent minimum regular disability benefit, the higher benefit amount will be paid.

In-Line-of-Duty Disability Benefits

You are covered for in-line-of-duty disability from your first day of covered employment. If you believe the illness or injury that caused your total and permanent disability arose out of and during the actual performance of your duties as required by your employer, you may apply for in-line-of-duty disability retirement benefits.

As a member of the Regular Class, the EOC, or the SMSC, the minimum yearly benefit paid under Option 1 for this type of disability is 42% of your AFC. If your actual earned benefit, based on your years of service, would be higher than the 42% minimum disability benefit, the higher benefit amount will be paid.

As a member of the Special Risk Class, the minimum yearly benefit paid under Option 1 for this type of disability is 65% of your AFC. If your actual earned benefit, based on your years of service, would be higher than the 65% minimum disability benefit, the higher benefit amount will be paid.

For specified professions and diseases, the disability may be presumed to have occurred in the line of duty. This special presumption is available for:

- Firefighters disabled due to one of the designated types of cancer specified in section 112.1816, Florida Statutes.
- Firefighters, law enforcement officers, and correctional officers disabled due to tuberculosis, heart disease or hypertension, hepatitis, or meningococcal meningitis.
- Paramedics and emergency medical technicians disabled due to hepatitis, meningococcal meningitis, or tuberculosis.

Reemployment for Disability Retirees

- If you retire under disability retirement, you may not be employed with any employer and continue to receive disability benefits. If you recover from your disability and return to work for any employer, whether in or out of state, public or private, you must inform the Division of Retirement to immediately stop your benefits (see contact information on Page 6).

- If you recover from your disability and return to work for an FRS employer for one year of creditable service and participate in the FRS Pension Plan, you may purchase service credit for the period you were retired under disability retirement to be used in your future retirement benefit.

Reexamination for Disability Retirees

- If you retire under disability retirement, the division periodically checks the status of your total and permanent disability. The Disability Determination Section provides the forms to be completed and returned. If a licensed doctor charges a fee for completing the required forms, the division will reimburse your out-of-pocket cost up to \$100.00.
- After the division receives the completed forms, the division notifies you in writing of your eligibility to continue receiving disability benefits. If the division determines that you do not qualify to continue receiving disability benefits, you may appeal the decision to the State Retirement Commission. Otherwise, you can apply for a service retirement if you are not returning to FRS employment.

For more information regarding disability retirement benefits under the FRS Pension Plan and the FRS Investment Plan, you may view and/or download a copy of the Disability Benefits Guide from the Publications page of the division's website, frs.myflorida.com. If you have further questions, call the Division of Retirement (see contact information on Page 6).

Reference: Sections 121.091(4) and (6), 112.18, 112.181, and 112.1816 Florida Statutes
Section 60S-4.007, Florida Administrative Code

SURVIVOR BENEFITS

Regular Survivor Benefits

For the Beneficiary of a Non-Vested Member

If your death occurs other than in the line of duty and before you are vested, your designated beneficiary will be eligible to receive only a refund of any employee contributions you made to the system. Employer contributions are not refundable. If you purchased optional service credit, such as credit for a leave of absence, refunded service or military service, your beneficiary would receive a refund of those contributions. Payments or transfers made to the FRS Trust Fund to buy into the Pension Plan for the purpose of transferring membership from an eligible plan to the Pension Plan are not considered employee contributions and are not eligible to be refunded.

If your beneficiary qualifies as a joint annuitant and you are within one year of vesting at the time of your death, your joint annuitant may be eligible to purchase enough service credit to vest you after your death. This service credit would be based upon your accumulated leave balances and/or any in-state or out-of-state service you were eligible to purchase. (Your termination must have been due to your death.)

Even if you have no employee contributions on deposit, your death should be reported to the Division of Retirement (see contact information on Page 6).

For the Beneficiary of a Vested Member

If your death occurs other than in the line of duty after you are vested, but before you retire, and your designated beneficiary does not qualify as a joint annuitant, your beneficiary could only receive a refund of your employee contributions, if any (no monthly benefit would be payable). However, if your designated beneficiary qualifies as a joint annuitant, your beneficiary may choose one of the following:

- A refund of your employee contributions, if any.
- A lifetime monthly benefit calculated as though you had retired on your date of death and chosen an Option 3 benefit payout (this benefit would be adjusted for early retirement if you died before reaching your normal retirement date). However, if your joint annuitant is your natural or legally adopted child, or other person for whom you are the legal guardian, who is under age 25 or is disabled and incapable of self-support, the benefit paid will be your Option 1 benefit amount and your beneficiary will receive this benefit until reaching age 25, or until no longer disabled.
- An Option 3 benefit deferred to a future date and based on your age if you had lived to the date the benefit begins. If you die before reaching your normal retirement date and have less than 20 years of service, a deferred benefit would be higher for your beneficiary than an immediate benefit. This is because there is less of an early retirement reduction as a member approaches normal retirement age.
- If you die before reaching your normal retirement date while employed with an FRS employer but are within 10 years of your normal retirement date, your benefit may be reduced from 30 years if enrolled in the FRS before July 1, 2011, or from 33 years if enrolled on or after July 1, 2011, rather than normal retirement age if this will provide a higher benefit.

An application for benefits is required from your joint annuitant before benefits can begin. In order to begin receiving a monthly benefit effective the month following your death, a timely application must be made. However, your joint annuitant may choose a future date for benefits to begin.

If your FRS covered employment is terminated by your death and if your joint annuitant chooses an Option 3 benefit, your joint annuitant will have the right to purchase any creditable service you were eligible to purchase before your death, such as a leave of absence, refunded service or military service.

If your beneficiary does not qualify as a joint annuitant, your beneficiary would not be entitled to a lifetime monthly benefit upon your death. Instead, your beneficiary would be entitled to receive a refund of your employee retirement contributions, if any, including any payments you may have made by personal remittance or by a rollover of funds to purchase optional service. Payments or transfers made to the FRS Trust Fund to buy into the Pension Plan for the purpose of transferring membership from an eligible plan to the Pension Plan are not considered employee contributions and are not eligible to be refunded.

In-Line-of-Duty Survivor Benefits

All FRS Pension Plan members, including renewed members, are covered from their first day of employment for in-line-of-duty death survivor benefits.

Retirees of the FRS Pension Plan initially reemployed on or after July 1, 2010, are not eligible for renewed membership or in-line-of-duty survivor benefits.

Regular Class, EOC, SMSC, Special Risk Administrative Support Class

If your death arises out of and in the actual performance of the required duties of your job while you are employed in a covered position under the FRS Pension Plan, your surviving spouse will be eligible to receive all benefits due, even if you named someone else as your beneficiary. Your spouse is entitled to a lifetime monthly benefit equal to half of your last monthly salary, regardless of your length of service. If you have a child or children at the time of your death, but are not married, or your spouse dies later, the benefit will be paid on behalf of your unmarried children until the youngest child reaches age 18.

Special Risk Class

Effective July 1, 2017, if your death occurred on or after July 1, 2002, and arises out of and in the actual performance of the required duties of your job while you are employed in a covered position under the FRS Pension Plan, your surviving spouse will be eligible to receive all benefits due, even if you named someone else as your beneficiary. Your spouse is entitled to a lifetime monthly benefit equal to 100 percent of your last base monthly salary, regardless of your length of service. If you have a child or children at the time of your death, but are not married, or your spouse dies later, the benefit will be paid on behalf of your unmarried children until the youngest child reaches age 18 or until age 25 if the child is unmarried and enrolled as a full-time student.

Certain members may be entitled to a presumption that their death from specified diseases occurred in the line of duty:

- Firefighters whose death occurred due to one of the designated types of cancer specified in section 112.1816, Florida Statutes.
- Firefighters, law enforcement officers, and correctional officers whose death occurred due to tuberculosis, heart disease or hypertension, hepatitis, or meningococcal meningitis.
- Paramedics and emergency medical technicians whose death occurred due to hepatitis, meningococcal meningitis, or tuberculosis.

Note: If you are participating in the DROP, you are considered retired, so your surviving spouse and/or children are not eligible for in-line-of-duty survivor benefits.

Reference: Sections 112.1816, 121.021(28) and 121.091(3), (5), (6), and (7), Florida Statutes
Sections 60S-4.008, and 4.009, Florida Administrative Code

AFTER RETIREMENT

Cost-of-Living Adjustment (COLA)

Florida law provides FRS Pension Plan retirees (including DROP participants) with an annual COLA in their July benefit payment of each year. The increase will be included in the check you receive at the end of each July. The increase is calculated on the amount of your June FRS benefit. Your individual COLA is calculated when you retire based on your years of service before July 1, 2011, divided by your total years of service at retirement. This figure is then multiplied by 3% to determine your COLA.

This calculation does not include any health insurance subsidy, Florida National Guard supplemental benefit, or IFAS supplemental benefit you may receive. If you have not been retired for a full year, your first COLA will be prorated based on the number of months you have been retired as of July 1. For example, if you retired effective Jan. 1, your first COLA would be half of your calculated COLA times your June benefit, based on six months of retirement.

Reference: Section 121.101, Florida Statutes

Health Insurance Subsidy (HIS)

Most retirees with health insurance coverage (which may include Medicare, Tricare, or coverage provided through the Cover Florida Health Care Access Program) are eligible to apply for a monthly supplemental payment to help pay for this insurance. The amount of your HIS benefit is based on your service credit at retirement (\$7.50 for each year of service) and is included with your monthly benefit payment. The minimum monthly subsidy is \$45 and the maximum monthly subsidy is \$225 (if you retire with 30 or more years of service credit). The HIS certification form is automatically provided to eligible benefit recipients after their names have been added to the retired payroll to begin receiving monthly benefits and is available from the Forms page of the Division of Retirement's website, frs.myflorida.com. The eligible retiree (or joint annuitant, if the member is deceased) is responsible for applying for the HIS.

Retirees in DROP are not eligible to receive HIS payments until they terminate employment and begin receiving monthly benefits.

Reference: Section 112.363, Florida Statutes
Section 60S-4.020, Florida Administrative Code

Insurance Coverage after Retirement

Under state law, Florida public employers that provide group insurance plans for active employees must offer their retiring employees the opportunity to continue participating in these group plans. The cost of health and hospitalization insurance premiums paid by a retiree cannot exceed the total (employee and employer) premium cost applicable to an active employee. If you do not elect to continue participating in your employer's group plan at retirement, if you initially elect to continue but subsequently discontinue your participation, or if you defer your retirement to a future date, you may lose eligibility to participate in your former employer's group insurance plan in the future.

Note: The division has no authority over or responsibility for these plans. You should discuss this provision with your employer when preparing to retire.

Reference: Sections 110.123 and 112.0801, Florida Statutes

Reemployment after Being Retired for 6 Calendar Months

Beginning the 7th calendar month of your retirement, there are no limitations on receiving your retirement benefit while providing services to an FRS employer after you have been retired for 6 calendar months. See Termination Requirement on Page 47 for information about restrictions during the first 6 calendar months of retirement.

Reference: Sections 121.021(39), 121.091(9), 121.30, and 121.122, Florida Statutes
Section 60S-4.012, Florida Administrative Code

Renewing Membership after Retirement

Retirees of the SUSORP, the SMSOAP, the SCCSORP, and the FRS Investment Plan who are employed in a regularly established position and are initially reemployed on or after July 1, 2017, will become renewed members of the FRS Investment Plan, the SUSORP or the SCCSORP depending upon the plan covering the position held.

- Renewed members are not eligible for disability retirement but the surviving spouse or dependent children of a renewed member may qualify for survivor benefits.
- Renewed FRS Investment Plan members are eligible to participate in the Special Risk Class if employed in a position covered by this class.

FRS Pension Plan retirees remain ineligible for renewed membership if initially reemployed on or after July 1, 2010.

Retirees initially reemployed in a regularly established position on or after July 1, 2010, through June 30, 2017, are not eligible for renewed membership and will not earn creditable service toward a subsequent retirement benefit. This restriction from renewed membership includes retirees of the FRS Pension Plan, the FRS Investment Plan, the SUSORP, the SMSOAP, and the SCCSORP.

Retirees of the FRS Pension Plan or the FRS Investment Plan who were initially reemployed in covered employment by June 30, 2010:

- Renewed their membership in the FRS (Pension Plan or Investment Plan) or other state-administered retirement system and earn service credit toward a subsequent retirement benefit.
- Renewed members are not eligible to participate in DROP or the Special Risk Class, and are not eligible for disability retirement. However, the surviving spouse and dependent children of a renewed member may qualify for survivor benefits. Contact the Division of Retirement for details (see contact information on Page 6).

Reference: Sections 121.091(9), 121.122, and 238.181, Florida Statutes
Section 60S-4.012, Florida Administrative Code

Minimum Benefit Adjustment

The division automatically identifies any eligible retiree of the FRS Pension Plan who retired under normal retirement and whose retirement benefit is below a certain level and will increase the benefit to a minimum amount when the retiree reaches age 65 and one month.

Reference: Section 112.362, Florida Statutes

GENERAL INFORMATION

Appeals Procedure

To appeal an unfavorable decision regarding your Special Risk Class membership or your application for FRS Pension Plan disability benefits, you may request a hearing before the State Retirement Commission. At the time your Special Risk Class membership or application for disability benefits is denied, you will be provided with information about requesting a hearing before the State Retirement Commission.

For all other appeals, if the division makes a decision that will reduce, suspend, or terminate your retirement benefits, you may petition the division for a hearing. Rule 28-106.201 of the Florida Administrative Code outlines the requirements for filing a petition. After the division reviews your petition, the State Retirement Director may ask a hearing officer from the Division of Administrative Hearings to conduct the hearing, or in some cases the General Counsel's Office of the Department of Management Services may conduct the hearing. If the outcome is not in your favor, you will be informed of the time period during which you can appeal the hearing officer's decision to the District Court of Appeal.

Reference: Section 120.57, Florida Statutes
Sections 60S-4.002(8), and 28-106.201, Florida Administrative Code

Forfeiture of Benefits

If, before retirement, you commit a crime as specified in section 121.091(5) or section 112.3173, Florida Statutes, and you are found guilty of the crime or enter a plea of no contest with respect to the crime, or your employment is terminated because you admit to committing, aiding, or abetting such a crime, you will forfeit all your retirement rights and benefits (except for a refund of your employee retirement contributions, if any).

Section 121.091(5), Florida Statutes, states in part:

(f) Any member who has been found guilty by a verdict of a jury, or by the court trying the case without a jury, of committing, aiding, or abetting any embezzlement or theft from his or her employer, bribery in connection with the employment, or other felony specified in chapter 838, except ss. 838.15 and 838.16, committed prior to retirement, or who has entered a plea of guilty or of nolo contendere to such crime, or any member whose employment is terminated by reason of the member's admitted commitment, aiding, or abetting of an embezzlement or theft from his or her employer, bribery, or other felony specified in chapter 838, except ss. 838.15 and 838.16, shall forfeit all rights and benefits under this chapter, except the return of his or her accumulated contributions as of the date of termination.

(g) Any elected official who is convicted by the Senate of an impeachable offense shall forfeit all rights and benefits under this chapter, except the return of his or her accumulated contributions as of the date of the conviction.

(h) Any member who, prior to retirement, is adjudged by a court of competent jurisdiction to have violated any state law against strikes by public employees, or who has been found guilty by such court of violating any state law prohibiting strikes by public employees, shall forfeit all rights and benefits under this chapter, except the return of his or her accumulated contributions as of the date of the conviction.

(i) The division may not pay benefits to any member convicted of a felony committed on or after October 1, 2008, defined in s. 800.04 against a victim younger than 16 years of age, or defined in chapter 794 against a victim younger than 18 years of age, through the use or attempted use of power, rights, privileges, duties, or position of the member's public office or employment position. However, the division shall return the member's accumulated contributions, if any, that the member accumulated as of the date of conviction.

(j) Any beneficiary who by a verdict of a jury or by the court trying the case without a jury is found guilty, or who has entered a plea of guilty or nolo contendere, of unlawfully and intentionally killing or procuring the death of the member forfeits all rights to the deceased member's benefits under this chapter, and the benefits will be paid as if such beneficiary had predeceased the decedent.

(k) Benefits may not be paid by the division or the state board pending final resolution of such charges against a member or beneficiary if the resolution of such charges could require the forfeiture of benefits as provided in paragraph (f), paragraph (g), paragraph (h), paragraph (i), paragraph (j), or chapter 112.

Chapter 838, Florida Statutes, describes offenses relating to bribery and misuse of public office.

In addition, if a court of competent jurisdiction determines that you violated any state law against strikes by public employees, you will also forfeit your benefits (except for your employee contributions).

If your beneficiary is found guilty of intentionally killing you or procuring your death, your beneficiary will forfeit all rights to any survivor benefits otherwise payable on your behalf. Any benefits payable would be paid as if your beneficiary died before you.

The Clerk of the Court, the Secretary of the Senate or your employer, as appropriate, must notify the Commission on Ethics, and may notify the division, if you are found guilty of, or you are impeached or terminated for, any of the offenses listed beginning on Page 58. The Commission on Ethics will notify the division. Your benefits will be suspended, subject to a hearing held by a hearing officer of the Division of Administrative Hearings. You may appeal the hearing officer's decision to the District Court of Appeal.

For more information on the forfeiture of benefits, contact the Legal Section at 850-487-1082.

Reference: Sections 112.3173, 121.091(5), and Chapter 838, Florida Statutes

Assignment, Execution, or Attachment

Your retirement benefits and accumulated contributions accrued under the FRS are not subject to assignment, execution, attachment, or any other legal process at the time of being issued with the exception of qualified domestic relations orders, certain income deduction orders (section 61.1301, Florida Statutes), and federal income tax levies.

Reference: Sections 121.131 and 222.21, Florida Statutes

GLOSSARY OF RETIREMENT TERMS

The following terms are defined as used in connection with the FRS. If these terms appear elsewhere in this guide, they are underlined the first time they appear.

In an effort to make these provisions easy to understand, this glossary has been written using nontechnical language as much as possible. If questions of interpretation arise as a result, Chapter 121 of the Florida Statutes and any applicable rules of the Florida Administrative Code must remain the final authority. Retirement terms relevant to the FRS Pension Plan are defined in section 121.021, Florida Statutes. Florida Retirement System Rules are published in Chapter 60S, Florida Administrative Code.

Actuarial – An adjective that describes statistical elements, assumptions, and techniques used by actuaries. An actuary is an expert who computes insurance or pension risks and plan costs based upon plan membership, experience, and other factors. Actuaries determine the level of funding required to provide benefits promised under the FRS.

Average Final Compensation or AFC – If initially enrolled before July 1, 2011, the average of the five highest years of salary earned during covered employment. For retirement purposes, salaries are counted by fiscal year (July 1– June 30). For FRS members with hybrid membership, AFC is the average of the five highest fiscal years of salary earned while participating in the FRS Pension Plan. If initially enrolled on or after July 1, 2011, the average of the eight highest years of salary earned during covered employment. For retirement purposes, salaries are counted by fiscal year (July 1 – June 30). For FRS members with hybrid membership, AFC is the average of the eight highest fiscal years of salary earned while participating in the FRS Pension Plan (see Page 29 for more on the AFC and related calculation factors).

Beneficiary – The joint annuitant or any other person, estate, organization, or trust fund designated by the member to receive any benefits which may be payable upon death (see also Beneficiary Designation on Page 24).

Class of Membership – See definition of Membership Class.

Closed Retirement Systems – The separate state-administered retirement systems that existed before the FRS was created on Dec. 1, 1970, and have since been closed to new members. These systems were consolidated under the FRS by Chapter 121 of the Florida Statutes, and include the State and County Officers and Employees' Retirement System (SCOERS), the Teachers' Retirement System (TRS), the Highway Patrol Pension System and the Judicial Retirement System, as established by Chapters 122, 238, 321, and 123, Florida Statutes, respectively.

Compensation – Regular payment of salary by an FRS employer to an FRS member for work performed in a covered position, including certain overtime payments. By law, certain fees, bonuses, and other amounts are not considered compensation under the FRS (see sections 121.021(22) and (47), Florida Statutes, or see subsection (16) of Rule 60S-6.001, Florida Administrative Code, for details).

Contribution – The percentage of reported compensation required by law to fund the members' FRS benefits, it is paid by both employees and employers on behalf of FRS members. Additionally, the term may refer to payments made by members or their employers to purchase service credit or pay for service credit upgrades (see Page 22 for more on contributions and contribution rates).

Contribution Rate – The percentage of compensation required to fund each member's future FRS retirement benefits. Contribution rates are established annually by the Florida Legislature and vary depending on retirement plan, membership class, and other factors (see Page 22).

Cost-of-Living Adjustment or COLA – An annual increase in the FRS Pension Plan retirement benefit. The increase is added to the July monthly retirement benefit and is intended to help offset the effects of inflation. If a member has been retired for less than a full year on July 1, the first COLA is a prorated percentage based on the number of months the member was retired before July 1 (see Page 56 for more on the COLA).

Covered Employment or Covered Position – Employment in a regularly established position with an employer participating in the FRS or in a state-administered retirement system (see Page 9 for more on membership requirements).

Creditable Service – Service for which retirement credit is earned through paid employment in a regularly established position with an FRS employer, as well as any optional service for which retirement credit may be purchased (see Page 32 for more on creditable service).

Deferred Retirement Option Program or DROP – An elective program available for members of the FRS Pension Plan, Teachers' Retirement System, and the State and County Officers and Employees' Retirement System who are eligible for normal retirement. Under this program, a member effectively retires and continues covered employment for a limited period. While in DROP, the member's deferred monthly retirement benefits accumulate earning interest. DROP participants initially enrolled in the FRS prior to July 1, 2011, will also receive a COLA. When the DROP period is over, the participant terminates covered employment and begins receiving the predetermined monthly retirement benefit, as well as the DROP accumulation (see Page 39 for more on DROP).

Defined Benefit Plan – An employer-sponsored retirement plan under which members are promised a continuing benefit at retirement if they meet certain age and/or service requirements. The benefit amount is determined by formula, which is normally based on the member's earnings, length of service, and membership class. Promised member benefits are prefunded by contributions and investment earnings. The plan sponsor or employer must ensure that sufficient funds are raised to pay all promised benefits to current and future retirees and their eligible beneficiaries. The FRS Pension Plan is a defined benefit plan.

Defined Contribution Plan – An employer-sponsored retirement plan under which contributions are made to individual member accounts to generate funds for distribution to the member at retirement. Contribution amounts are determined by the plan sponsor or employer and are usually a set percentage of the employee's salary. Investments are generally directed by the employee, among investment products offered by the plan. The benefit amount at retirement is the sum that accumulates in the member's account, based on contributions made and investment earnings/losses. It is the member's responsibility to ensure that sufficient moneys are raised to provide for adequate retirement income. The FRS Investment Plan is a defined contribution plan. If you are a member of the FRS Investment Plan and have questions concerning the plan, call the MyFRS Financial Guidance line toll-free at 866-446-9377.

Early Retirement – Under a defined benefit plan like the FRS Pension Plan, early retirement is an elective, service-based retirement that occurs before the member reaches the normal retirement age or date. If a member retires early, the member will receive a reduced retirement benefit because eligibility requirements for normal retirement have not been met. When a member of the FRS Pension Plan elects to take an early service retirement, the benefit is reduced by 5 percent for each year remaining until the member would attain the normal retirement age for the membership class. For less than a full year, the reduction is prorated on a month-by-month basis. A member must be vested to take an early service retirement. Disability benefits are not reduced for early retirement, and vesting is not required for in-line-of-duty disability or in-line-of-duty survivor benefits.

Effective Retirement Date – The date that a member's retirement officially begins, based on the termination date (or date of death) and the date the division receives the application for retirement. For DROP participants, this is the month the application is received or the specified future month when participation begins in the program. The effective retirement date is always the first of the month that retirement or DROP participation begins (see Page 48 for more on the effective retirement date).

Enrollment – The act by an employer agency of establishing membership in the FRS for all or any of its employees.

Fiscal Year – For the FRS and the closed retirement systems, this term refers to a 12-month period beginning on July 1 and ending on June 30.

Florida Retirement System or FRS – The retirement system established on Dec. 1, 1970, to consolidate the existing pension plans (now the closed retirement systems) and provide a retirement, disability, and survivor benefit program for participating state and local government employees. Today, the FRS is a single retirement system consisting of two primary retirement plans and other programs administered under Chapter 121, Florida Statutes. The primary plans are a defined benefit plan established under Part I (the FRS Pension Plan) and a defined contribution plan established under Part II (the FRS Investment Plan) of that chapter. Members under both plans participate in the following membership classes: the Regular, Special Risk, Special Risk Administrative Support, Senior Management Service, and Elected Officers' Classes. In addition to the two primary plans, nonintegrated, alternative defined contribution programs are available for specified employee groups under Part I, including the SUSORP, the SCCSORP, and the SMSOAP (SMSOAP is closed to new members effective July 1, 2017.)

FRS Investment Plan – This plan is a defined contribution plan created under Part II of Chapter 121, Florida Statutes, as an alternative for eligible employees. This plan, which provides for vesting after one year of service, began enrolling members in July 2002. If you are a member of the FRS Investment Plan and have questions concerning your benefits, call the MyFRS Financial Guidance line toll-free at 866-446-9377.

FRS Pension Plan – This plan is a defined benefit plan administered under Part I of Chapter 121, Florida Statutes. The benefits to be paid at retirement are guaranteed by the plan and are based on a formula determined under the plan.

Health Insurance Subsidy or HIS – A supplemental benefit program that provides monthly benefits to eligible FRS retirees and their surviving beneficiaries (spouse or financial dependent), who apply and are approved, to help them cover some of the cost of health insurance coverage. The amount received is based on the member's length of service. Since July 1, 2023, the subsidy has been \$7.50 per month for each year of creditable service, with a minimum subsidy payment of \$45 per month and a maximum subsidy payment of \$225 per month, if the benefit is based on 30 or more years of creditable service. The division also administers the HIS Program for eligible FRS Investment Plan members (see Page 56 for more information about the HIS).

Hybrid Membership – FRS Pension Plan members who elect to participate in the FRS Investment Plan for future service while retaining their pension plan service earned prior to the election.

In-Line-of-Duty or In the Line of Duty – In the performance of the duties required by the employer (see Page 52 and Page 54 for information on in-line-of-duty disability and survivor benefits).

Interest – The term may refer to the amount charged on money owed to the FRS Trust Fund or, for participants of DROP, the term may refer to the amount earned on retirement benefits that accrue on a participant's behalf. Interest owed is charged from the date required by law for the type of service purchased and is compounded annually each June 30, while DROP interest is earned from the month following deposit and is compounded monthly.

Joint Annuitant – A type of beneficiary who is eligible to receive certain continuing benefits upon an FRS Pension Plan member's death. If a member who is retiring or entering DROP chooses benefit payment Option 3 or 4, the beneficiary must be a joint annuitant to receive continuing benefits after the member's death (see Page 24 for information on beneficiary designation and see Page 49 and Page 53 for more on benefit payments to a surviving joint annuitant).

Membership Class – Members of the FRS participate in the following classes of membership: Regular Class, Special Risk Class, Special Risk Administrative Support Class, SMSC, and EOC (see Page 9 for more on FRS classes of membership).

Normal Retirement, Normal Retirement Date, or Normal Retirement Age – The date when a member first becomes eligible to retire without a reduction of benefits, based on age and being vested or length of service (see Page 44 for more on normal retirement).

Option – Choice of benefit payment method under the FRS Pension Plan. (The four benefit payment options available to retiring members under this plan are described on Page 49.)

Other Personal Services or OPS – See definitions of Temporary Position and Regularly Established Position for state employees.

Plan Year – See definition of Fiscal Year.

Reemployment after Retirement – This term means employment after retirement under the FRS and generally refers to employment with or providing services to employers participating in the system. However, in the case of disability retirement under the FRS, prohibited reemployment occurs whenever a disability retiree is gainfully employed by any employer, public or private (see Page 57 for more on reemployment requirements).

Regularly Established Position – Regularly established positions are covered for retirement under the FRS. In state government, a regularly established position is a full-time or part-time position authorized by law and paid from a salary appropriation or salary account (not a temporary position, such as one paid from an Other Personal Services, or OPS, account). At the local level, a regularly established position is one that will last beyond six consecutive months, except as otherwise provided by rule of the division (see Rule 60S-1.004(5), Florida Administrative Code).

Note: Employment prior to 1979 is subject to different rules.

Senior Management Service Optional Annuity Program (SMSOAP) – A defined contribution plan offered as an alternative for eligible state senior managers. The SMSOAP provides retirement and death benefits through contracts with designated provider companies. The SMSOAP is closed to new members effective July 1, 2017.

State-Administered Retirement System – Any of the statewide retirement systems administered by the Department of Management Services through the division. These systems are the FRS, the SUSORP, the SMSOAP, Teachers' Retirement System, State and County Officers and Employees' Retirement System, Highway Patrol Pension System, Judicial Retirement System and certain general revenue-funded pensions. While the SCCSORP is not administered by the division, it is specified as a state-administered retirement plan under Chapter 121, Florida Statutes.

State Community College System Optional Retirement Program (SCCSORP) – A defined contribution plan alternative to FRS membership for eligible faculty and administrators of community colleges or charter technical career centers sponsored by community colleges, if offered by the community college board of trustees. The SCCSORP provides retirement and death benefits through contracts with designated provider companies.

State University System Optional Retirement Program (SUSORP) – A defined contribution plan offered as an alternative for eligible state university faculty and administrators. The SUSORP provides retirement and death benefits through contracts with designated provider companies.

Temporary Position – Temporary positions are not covered for retirement under the FRS (see Page 9 for more on membership requirements). A temporary position in a state agency is one that is authorized under section 110.131, Florida Statutes, and is paid from a non-salary account including an Other Personal Services (OPS) account. These positions are subject to durational restrictions specified by law. At the local level, a temporary position is one that will exist for less than six consecutive months, or other position determined by rule of the division regardless of whether it will exist for six consecutive months or longer (see Rule 60S-1.004(5), Florida Administrative Code).

Terminate or Termination – Termination of employment occurs when a member ends all employment with all FRS employers to finalize retirement or the separation period to become eligible for a refund of employee contributions. The termination requirement for FRS Pension and FRS Investment Plan members is six calendar months. The member must not be in an employment relationship with an FRS employer. Providing services, paid or unpaid, to an FRS employer may create an employment relationship. The determination of whether an employment relationship exists depends on the facts and circumstances of each case. Please seek competent tax and legal counsel to assist you in determining whether an employment relationship exists. An employment relationship with an FRS employer in any capacity during this six-calendar month period may void the members retirement and them member and the FRS employer will be held jointly and severally liable for repayment of all retirement benefits received, which include any DROP accumulation or payout. This means that each party can be held fully responsible for the repayment of the total amount of retirement benefits. There are no exceptions to the six-calendar month termination requirement. (see Page 27 and Page 47 for more on terminating employment and termination requirements). There is a three-calendar month separation period when a member must not be employed by an FRS employer to be eligible to receive a refund of employee contributions.

Vest, Vested, or Vesting – These terms refer to meeting the length-of-service conditions that are required under a retirement plan for a member to qualify for a future benefit from that plan (see Page 26 for more on vesting under the Pension Plan).

Note: Special provisions apply for the surviving spouse of a member who dies within one year of vesting.

Work Year – The period of time a member must be employed to receive a full year of service credit for retirement purposes. Under the FRS, a year of creditable service consists of 12 months of covered employment in a fiscal year, unless the approved work year is shorter than 12 months, as is the case with some employees of educational institutions (see Page 32 for more on the work year and determination of service credit; or see Rule 60S-2.002(4), Florida Administrative Code).

NOTES

NOTES

NOTES



FLORIDA RETIREMENT SYSTEM FREQUENTLY ASKED QUESTIONS

Item 10.



We serve those who serve Florida

GENERAL FAQs

Who administers the Florida Retirement System (FRS)?

The Division of Retirement administers the FRS Pension Plan. The State Board of Administration administers the FRS Investment Plan.

How do I become a Florida Retirement System (FRS) Pension Plan member?

Membership in the FRS is mandatory for employees who begin employment with an FRS employer on or after December 1, 1970, in a regularly established position. Employees should receive plan choice information by mail within 90 days from their hire date. It will provide information on how to enroll in the plan of your choice (Investment Plan or Pension Plan).

May I change plans?

FRS members have one opportunity to use a “second election” to change their plan. Contact the MyFRS Financial Guidance Line (1-866-446-9377) for more information about changing plans.

Where may I view my years of creditable service?

FRS Pension Plan members may view their creditable service at any time by logging into their FRS Online account (frs.fl.gov) and navigating to the Service History page.



FRS Online

I am ready to retire. How do I find information about retirement?

Consult the “[Ready. Set. Retire.](#)” guide for information on retirement, including on how to apply.



Ready. Set. Retire
Guide

How is my retirement benefit calculated?

The formula used for calculating your FRS Pension Plan benefit is in the [Member Handbook](#). The factors that impact your benefit calculation are the total years of creditable service you earn, the percentage value for the years you earn based on your membership class, and an average of the five or eight highest fiscal years of compensation earned during your covered employment.



Member
Handbook

When can I be reemployed?

As of July 1, in accordance with section 121.091(9)(d), Florida Statutes, retirees can be reemployed with an FRS employer and receive both compensation and retirement benefits after meeting the six-calendar month termination requirement. This change eliminates the “suspension of benefits” period previously during calendar months 7-12 of retirement.

DEFERRED RETIREMENT OPTION PROGRAM (DROP) FAQs

Item 10.

What is the Deferred Retirement Option Program (DROP) and how do I qualify?

The DROP is a voluntary retirement program that is available only to FRS Pension Plan members who qualify for normal retirement. See the [DROP Guide](#) for additional information.



DROP Guide

When may I enter the DROP?

You become eligible to enter the DROP when you are vested and reach normal retirement. Normal retirement is dependent on several factors such as membership class, the date you first became a member of the FRS, and your age. Contact the Division of Retirement for additional information.

How do I apply for the DROP?

You can apply for DROP using the [DROP Retirement Forms](#) packet, which has detailed instructions for everything required to apply for the DROP. Your employer must approve your completed forms. You may apply up to six months before reaching your normal retirement date or DROP deferral date. It is your responsibility to submit your completed application to the Division of Retirement.



DROP Forms Packet

How long can I participate in the DROP?

Generally, DROP participation is up to 96 months; however, refer to the [DROP Guide](#) for information on eligible extensions.

How do I adjust my DROP end date to take advantage of the maximum months allowed under statute?

If you wish to update your DROP participation to any date up to the maximum allowable period, you may be eligible to do so with the authorization of your employer and the Division of Retirement. Complete a revised Form DP-146 and submit it to the Division of Retirement before your current DROP end date.

146

RESOURCES

Item 10.

What publications does the Division of Retirement offer?

The Division of Retirement has publications including, newsletters, guides, annual reports, and other helpful resources on the Publications page of FRS.MyFlorida.com



FRS Publications

What is FRS Online and who is it for?

FRS Online (frs.fl.gov) is a secure website for all Florida Retirement System (FRS) Pension Plan members. Pension Plan members and Investment Plan members receiving disability retirement or a health insurance subsidy can use FRS Online to find account information or make changes.

Does the Division of Retirement administer the Florida Retirement System (FRS) Investment Plan?

No, the State Board of Administration administers the Investment Plan. For more information, contact MyFRS (myfrs.com/ContactUs.htm)

What is the difference between the FRS Online and MyFRS websites?

FRS Online (frs.fl.gov) is a secure website for all members of the Florida Retirement System (FRS) Pension Plan and any other FRS members receiving benefits administered by the Division of Retirement.

The MyFRS website (myfrs.com) and the MyFRS Financial Guidance Program provide educational resources to all FRS members. MyFRS is sponsored by the State Board of Administration who administers the FRS Investment Plan.


frs.fl.gov/#/faqs

CONTACT US



Division of Retirement
P.O. Box 9000
Tallahassee, FL 32315-9000



Toll-free: 844-377-1888
Local: 850-907-6500
Fax: 850-410-2010

Division of Retirement Website: FRS.MyFlorida.com

147

Eligibility to Receive a Benefit

You must meet the following criteria in order to begin receiving your retirement benefit.

FRS Pension Plan

FRS Investment Plan

- You must be vested. If you enrolled in the FRS prior to July 1, 2011, you must have 6 years of service to vest. If you enrolled in the FRS on or after July 1, 2011, you must have at least 8 years of service to vest.

- You must have met the established age and service requirements to receive a benefit:

- If you enrolled in the FRS prior to July 1, 2011:

- **For normal retirement** and to receive your full monthly benefit, you must be age 62 with at least 6 years of service or have 30 years of service regardless of age. Special Risk class members must be age 55 with at least 6 years of Special Risk service, or have 25 years of service Special Risk service, or age 52 with 25 years of Special Risk service and military service.

- **For early retirement** and to receive a reduced monthly benefit, you must have at least 6 years of service at any age. Your benefit will be reduced 5% for each year your age at retirement is under your normal retirement age (age 62 for Regular Class). For example, if you have 10 years of service and want to retire early at age 57 (5 years before age 62), your benefit will be reduced 25% (5 years x 5% = 25%).

- If you enrolled in the FRS on or after July 1, 2011:

- You must be vested (with 1 year of FRS creditable service) you transferred benefits from the Pension Plan into the Investment Plan, these benefits will be subject to the 6-year vesting rule (if you enrolled in the FRS prior to July 1, 2011) or 8-year vesting rule (if you enrolled in the FRS on or after July 1, 2011).

- There aren't any age or service requirements for you to receive a benefit, once you've become vested. You should consult with one of the planners at the MyFRS Financial Guidance line or a tax specialist to get an explanation of the tax implications of early retirement relevant to your personal situation (see the Taxability of Benefit (/FRSPro_ComparePlan_Taxability.htm) section).

- You cannot receive a distribution of your benefits until you have been terminated from FRS-covered employment for 3 calendar months, unless you have met the normal retirement requirements of the Investment Plan. If you meet these normal retirement requirements, you can take a one-time distribution of up to 10% of your account value after being terminated for 1 calendar month and the remaining balance after 2 additional calendar months (totaling 3 calendar months), if you have not returned to employment with an FRS employer.

For example: If your termination date is April 20, you're eligible for a distribution on the first business day of August. If you have met the normal retirement requirements of the Investment Plan, you would be eligible for up to 10% on June 1, and the remaining balance on or after August 1.

- **For normal retirement** and to receive your full monthly benefit, you must be age 65 with at least 8 years of service or have 33 years of service regardless of age. Special Risk class members must be age 55 with at least 8 years of Special Risk service, or have 25 years of Special Risk service, or age 52 with 25 years of Special Risk service and military service.
- **For early retirement** and to receive a reduced monthly benefit, you must have at least 8 years of service at any age. Your benefit will be reduced 5% for each year your age at retirement is under your normal retirement age (age 65 for Regular Class). For example, if you have 10 years of service and want to retire early at age 57 (8 years before age 65), your benefit will be reduced 40% (8 years x 5% = 40%).

¹ "Normal retirement" for FRS Investment Plan members is the later of either the date the member attains normal retirement under the provisions of the Pension Plan or the date the member is vested under the Investment Plan. The following chart illustrates when a member achieves normal retirement depending on their class of membership and first date of hire:

Special Risk **All Other Membership Classes**

Age 55 or older and one or more years of FRS-covered service	Hired after July 1, 2011
--	--------------------------

Age 52 or older and 25 or more years of Special Risk and military service

Any age and 25 or more years of Special Risk service

Age 65 or older and one or more years of FRS-covered service

Any age and 33 or more years of FRS-covered service

Hired prior to July 1, 2011

Age 62 or older and one or more years of FRS-covered service

Any age and 30 or more years of FRS-covered service

Item 10.

Town of Lake Park
Enter Florida Retirement System (FRS) & Terminate Current Corebridge Financial Institutional Services (Valic)
Begin/Effective - Pay Periods Starting After June 13, 2025

Date	Responsibility	Action
3/4/2025	Human Resources & Finance Department	Meeting with Department Heads providing information regarding transferring to FRS and exiting Corebridge (including timeline)
3/5/2025	Town Commission	First reading of Ordinance required to join FRS (Florida Retirement System)
3/12/2025	Finance Department & Human Resources	Create listing of all <u>former employees</u> currently on Corebridge, determine vesting rate. Send confirmation letter to each former employee with available funds for withdrawal alerting them to plan closure and the requirement to move/ withdraw funds by April 30, 2025
3/12/2025	Human Resources	Create confirmation letter to all <u>current employees</u> to provide information on Corebridge closing and what must be done with funds after June 30, 2025 and no later than June 30, 2026. Include a reminder of FRS, vesting, pension or investment options, contribution rates by Town and employees, compare contributions to Corebridge plan, include prior year FRS contribution rates
3/19/2025	Town Commission	Second and final reading of Ordinance required to join FRS (Florida Retirement System)
3/19/2025	Town Commission	Approval of letter of intent to terminate current Corebridge Town retirement/pension plan
3/20/2025	Human Resources	Issue confirmation letter (See above - March 12, 2025) to all <u>current employees</u> notifying them of transfer to FRS and exiting/current Corebridge. Employees will be requested to sign for letter and copy will be placed in personnel file
3/20/2025	Human Resources	Forward Approved Ordinance and Town's Annual Comprehensive Financial Report to FRS (Florida Retirement System)
3/20/2025	Finance Department	Forward approved letter of intent to terminate current Corebridge pension plan
3/28/2025	Human Resources & Finance Department	Meeting with <u>current employees</u> and representative from FRS to address transfer to FRS
April 2025	Finance Department	Corebridge expected to provide required amendments to terminate current pension plan (including updating regulatory requirements)
April 2025	Finance Department	Corebridge expected to provide current plan final termination documents to be authorized/executed by the Plan Administrator (Interim Finance Director)
May 2025	Human Resources & Finance Department	Meeting with <u>current employees</u> and representatives from Corebridge and Mission Square to address exit current Corebridge pension plan
May 2025	Town Commission	Approve current Corebridge pension plan final termination
5/6/2025	Finance Department	Determine and utilize available Corebridge pension plan forfeiture funds to support future Town pension plan contributions. This process will continue until the final closure of the Corebridge pension plan. <u>Note:</u> Forfeiture funds are Town contributions that are subject to vesting (due to short former employee tenures with the Town) and are returned back to the Town
6/2/2025	Human Resources & Finance Department	Enroll current employees in FRS (Florida Retirement System). <u>Note:</u> The Town will begin its participation in this new pension plan on (or around) July 1, 2025

6/3/2025	Human Resources & Finance Department	Work within Town's financial system to set up FRS pension plan contribution (both Town and employee) and establish reporting requirements
6/16/2025	Human Resources	Update confirmation letter (use sample provided by Corebridge) to all <u>current employees</u> to provide information on Corebridge pension plan closing/termination and requirement to remove vested funds after June 30, 2025 (and no later than June 30, 2026). Provide period of time that employees may make one time withdrawal of funds no later than August 1, 2025. Employees will be requested to sign for letter and copy will be placed in personnel file
6/20/2025	Finance Department	Inactivate Corebridge pension plan contribution (both Town and employee) deduction codes from Town financial system and include/add FRS deduction codes
6/30/2025	Finance Department	Issue Special Tax Notice (sample provided by Corebridge) to <u>current employees</u>
7/25/2025	Finance Department	First month of new pension plan retirement contribution (both Town and employee) to FRS
6/30/2026	Finance Department	All Corebridge plan assets must be at \$0. Employees who fail to act timely in removing vested funds will have balances less than \$1,000 cashed out in lump sum or, if they are over \$1,000, Corebridge will automatically roll funds in to an IRA