



Lake Park Town Commission, Florida

Regular Commission Meeting

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

November 05, 2025

Immediately Following the Special Called Community Redevelopment Agency Meeting

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

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

CIVILITY AND DECORUM

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

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT:

1. Proclamation - Twiggs Academy

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.

2. Special Called Town Commission Meeting Minutes - October 22, 2025
3. Resolution 86-11-25 Security Services (Harbor Marina)(Renewal) – United K9 Special Patrol - \$63,336
4. Resolution 87-11-25 – Approval of Evaluation Committee Ranking and Authorization to Negotiate – RFQ #115-2025 – Professional Engineering & Design Services for the 10th Street Road and Green Infrastructure Improvements Project
5. Resolution 88-11-25 – Agreement - Real Estate Appraisal Services – Walter Duke + Partners - Marina P3 Project - \$17,000
6. Resolution 89-11-25 – Agreement – Annual Pest Control Services - Town Facilities – Northwest Exterminating Co., LLC - \$14,508.00
7. Resolution 90-11-25 – Agreement (Piggyback) - Streetlight Maintenance Services – C.R. Dunn, Inc.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

8. Ordinance No. 05 -2025 – Amendment – Comprehensive Plan - Five-Year Capital Improvements Schedule Update (1st Reading).

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE OF THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

9. Ordinance No. 04-2025 - Amendment - Comprehensive Plan - Future Land Use and Intergovernmental Coordination Elements (Remove Bioscience Overlay)(2nd and Final Reading).

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

NEW BUSINESS:

10. Town of Lake Park Fiscal Year 2024 Annual Financial Statements (Audit).
11. Resolution 91-11-25 - Agreement - Medium & Heavy Truck Washing Services – FW Fleet Clean, LLC – \$13,000.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

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



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2025

Originating Department: Clerk

Agenda Title: Proclamation - Twiggs Academy

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

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

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

Advertised:

Date: NA **Newspaper:** _____

Attachments: Proclamation

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Summary Explanation/Background:

Twiggs Academy has considered the Town of Lake Park, Florida, home since they opened their doors in the fall of 1989. They chose the Town of Lake Park due to the tranquil atmosphere, the Town's vibrant offerings and the many young families that have long cherished life in Lake Park generation after generation.

Twiggs Academy began with a capacity of 34 students and grew quickly to serve up to 93 students.

Twiggs Academy received the "Lifetime Achievement" award for providing quality preschool education for children beginning at six weeks of age to twelve years of age.

The Town of Lake Park would like to publicly recognize and commend Twiggs Academy for their dedication and service in the Town.

Dr. Pierre Michel and Mellisa Michel of Twiggs Academy will be present to receive the Proclamation.

Recommended Motion:

N/A

HONORING TWIGGS ACADEMY

WHEREAS, *Twiggs Academy* has considered the Town of Lake Park, Florida, home since they opened their doors in the fall of 1989; and

WHEREAS, the *Twiggs Academy* owners chose the Town of Lake Park, Florida, due to the tranquil atmosphere, the Town's vibrant offerings, and the many young families that have long cherished life in Lake Park generation after generation; and

WHEREAS, *Twiggs Academy* began with a capacity of 34 students and grew quickly to serve a capacity of 93 students; and

WHEREAS, *Twiggs Academy* has experience a need to expand its capacity to 227 by the year 2027 due to educational excellence and community impact; and

WHEREAS, *Twiggs Academy* received from BRIDGES at Lake Park in August 2025 the "Lifetime Achievement" award for providing quality preschool education for children beginning at six weeks of age to twelve years of age;

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby publicly recognize and commend ***Twiggs Academy*** for their dedication and service in the Town of Lake Park, Florida.

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 5th of November, 2025.

ATTEST:

BY: _____
Roger Michaud, Mayor

Vivian Mendez, Town Clerk



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2025

Originating Department: Clerk

Agenda Title: Special Called Town Commission Meeting Minutes - October 22, 2025

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

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

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

Advertised:

Date: NA **Newspaper:** _____

Attachments: Minutes, Comment Cards, Exhibits A-G

Please initial one:

_____Yes I have notified everyone

LW Not applicable in this case

Recommended Motion:

I move to approve the Meeting Minutes of the October 22, 2025 Special Called Town Commission Meeting.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

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

Wednesday October 22, 2025

Immediately Following the Community Redevelopment Agency Meeting

Roger Michaud	—	Mayor
Michael Hensley	—	Vice Mayor
John Linden	—	Commissioner
Michael O'Rourke	—	Commissioner
Judith Thomas	—	Commissioner
Richard J. Reade	—	Town Manager
Thomas J. Baird	—	Town Attorney
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CALL TO ORDER/ROLL CALL

6:38 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

The pledge was bypassed.

APPROVAL OF AGENDA:

Commissioner Thomas requested to move items 3 and 4 after the New Business item.

Motion to reorganize the agenda made by Commissioner Thomas, Seconded by Commissioner O'Rourke.

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

SPECIAL PRESENTATION/REPORT:

1. Proclamation – National Vote Early Day – October 28, 2025

Mayor Michaud presented Palm Beach County Supervisor of Elections Wendy Link with a proclamation.

Ms. Link thanked the Commission and explained the increase in early voting sites.

2. Proclamation – National Friends of Libraries Week – October 19th – 25th, 2025
Vice Mayor Hensley presented the Friends of the Libraries with the proclamation.

3. Discussion - Educational Advisory Committee - Town of Lake Park Library

Library Director Judith Cooper explained that Commissioner Thomas had requested they re-start the Education Board in order to coordinate education activities within the Town. Commissioner Thomas explained why she requested that the Town consider an Education Board. She asked that the Board have less than 12 members and that they provide quarterly updates. She wants to improve local school ratings that have dropped. The purpose would be to encourage students to enjoy reading and math and to see what residents and educators can do. She also wants to create a liaison with schools to assist with the needs of the schools and students in order to raise and maintain their skills. She said that there are a lot of educators in our community both active and retired.

Commissioner Linden asked about the purpose of the Library Board. Library Director Cooper stated that the Library Board advises on what the community is looking for in the way of programming, services, etc., and that they meet twice a year. Town Clerk Mendez clarified that the Library Board has met three times so far this year with a fourth meeting scheduled. Commissioner Linden suggested combining the Library and Education Boards into one Board. Library Director Cooper explained that while the

Library Board can be comprised of residents, the Education Board would need to include more specialized members such as teachers, Library staff, local non-profit, etc. Commissioner O'Rourke stated that he is not in support of creating an Education Board. He said that these issues should go before the School Advisory Council (SAC). He believes that the School District is responsible for improvement of school ratings.

Vice Mayor Hensley stated that if there was an Education Board that principals from all the local schools act as members of the board. Commissioner Thomas stated that other communities have Education Boards. She spoke about the decrease in parental involvement and the need for increased community involvement.

Mayor Michaud asked Library Director Cooper to contact the local principals to discuss their desire to join this board. He would also like the Commission to have input on the language of the Ordinance. The Mayor also asked that some non-profits and resident educators be contacted for their feedback regarding an education board.

4. Presentation - Marina P3 Project Quarterly Update - Forest Development

Forest Development representative Mr. Larry Zabik presented to the Commission (Exhibit D). Vice Mayor Hensley asked about the access to the roof top deck. Mr. Zabik stated that there would be a public stairwell that would allow access.

Town Manager Reade explained the status of the agreement which is currently being worked on with the Town Attorney to include proposed changes. Town Manager Reade stated that he had a good meeting with the developer. They came up with an agreement for replacement of property taxes, should property tax be abolished in Florida. Vice Mayor Hensley asked if residents will be informed and be able to have input. Town Manager Reade stated that residents would have an opportunity to provide input when this comes back before the Commission. Commissioner O'Rourke spoke about the recent delays with approval of the reverter clauses. Town Manager Reade confirmed that the approvals have been delayed until next year and the funds the Town will receive upon approval would also not be received until next year. Commissioner O'Rourke asked about any remaining boat clubs at the Marina. Town Manager Reade explained that there are boat clubs that remain in the non deed restricted area. Marina Director Jason Tenney anticipates having all boat slips backfilled by November.

Commissioner Linden asked when the meeting with the residents to present the report

from the financial consultant could possibly take place. Town Manager Reade is hopeful that this could take place in November.

Public Comment:

- Terron Mercer spoke about his excitement for the development at the Marina.
- Michael Steinhauer provided comments via Exhibit E.
- Katia Zhestkova provided comments via Exhibit F.
- Connie Chabot, owner of Nature's Way Café, spoke in favor of the Marina development.
- Pat Welsh, owner of Nature's Way Café, spoke about their decision to open a business in Town and spoke in favor of Marina development.
- Chris Steele stated he is opposed to this deal and does not think the Town chose the right developer.
- Cary Jones, owner of DV8 motorsports spoke in favor of Marina development and other potential development in Town. He believes the Marina needs to be kept public.
- Andrew Kaplan, director of new Marina restaurants, stated they are in support of Marina development and don't understand the slow-down in progress.
- Dianne Sophinos provided comments from Kelly Steele by proxy via Exhibit G.
- Evelyn Harris Clark spoke about resident access to the Marina and is concerned about access becoming limited.
- Zechariah Cesani, business owner in Town, spoke about progress and preservation coexisting.
- Oscar Caballero, business owner in Town, spoke in support of Marina development.
- Amy Angelo, owner of Oceana Coffee, spoke in favor of this project and development in Town.

Commissioner Thomas commented on the project before it came before the Planning & Zoning Board. She expressed concern that Nautilus is still not finished and wants to see the residents move into the building. She stated for the record that she is not happy with where things are right now and urged the developer to get it done. Mayor Michaud asked for Peter Baytarian to make a statement to the Commission and the residents. Mr. Baytarian explained that they are working hard to move forward. He stated he wants to continue to see the Town grow and stated that the Marina will always be a public space.

He anticipates the next thirty days being productive. He stated that the issues with the lift stations are being worked on right now and are fixable. Mayor Michaud clarified that the lift station is not only for the project area, but is for the entire surrounding area. Mayor Michaud emphasized that the project needs to be completed prior to December 31, otherwise the revenues from the tax rolls will be pushed back to 2028. He also spoke about the dire situation that would come about if the State abolishes property taxes.

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 about a sidewalk problem on Old Dixie Highway. He also spoke about traffic on 10th Street and Park Avenue, kids not wearing helmets and trash being thrown out of car windows. He spoke about tax and insurance costs in Town.

-Susan LaFontaine provided comments via Exhibit A.

-Brady Drew thanked staff and the Commission for finishing the streets on the north side of Town. He also spoke about the use of center lines on streets and how it can affect vehicle speeds.

-Linda Bollbach - asked when Magnolia Drive will be paved.

-Richard Pallitto spoke about Development by the Marina and said that it seems like nothing is happening. He would like development plans to move forward.

CONSENT AGENDA:

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

Commissioner Thomas stated for the record that Item number 5 is for the design consultant only and the public will still be able to provide feedback.

Commissioner O'Rourke pulled item number 6.

Motion to approve Consent Agenda items 5 and 7 made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

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

Commissioner O'Rourke explained that item number 6 is not ready to move forward under consent. He explained that there are issues going on right now with the County with litigation pending. He would like to ensure that there is no legal conflict with Town Attorney Baird since he is representing another municipality in this litigation. He stated that having this agreement with the County may give them too much control over Town projects. Town Manager Reade explained that this agenda item only extends the current process by six months and that there is also a State law requiring an agreement with the County by October 1. He explained the options moving forward to ensure that dollars that are earned here are spent here. Town Attorney Baird explained that there is no conflict for him and he is aligned with Lake Park on maintaining the status quo for six months while they continue to work on something that is more fair to municipalities. Commissioner O'Rourke spoke about a book called "Smart Towns" that addresses this very subject.

Motion to approve Consent Agenda items 6 made by Commissioner O'Rourke, Seconded by Vice Mayor Hensley.

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

5. Resolution 83-10-25 Evaluation Committee Ranking & Authorization to Negotiate – RFQ #121-2025 – Professional Architectural Design and Consulting Services - Kelsey Park Splash Pad
6. Resolution 84-10-25 Interlocal Agreement - Collection of Transportation Capacity Impact Fees - Palm Beach County (Six Months)
7. Minutes - Special Called Commission Meeting - October 8, 2025

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

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

NEW BUSINESS:

8. Resolution 85-10-25 - Proposed Northlake Promenade Outparcel Site Plan

Town Planner Anders Viane presented the item (Exhibit B). Mr. Jon Schmidt, agent for the applicant, presented to the Commission (Exhibit C). Commissioner Thomas suggested developing a cross access easement to connect with the Wendy's parking lot in order to create a useable, walkable community. Mr. Schmidt stated that they are improving three points of circulation with this development. Vice Mayor Hensley also expressed a concern about walkability and thanked them for the presentation. Mayor Michaud asked Town Planner Viane about the concerns that were raised. Town Planner Viane stated that it is something that they can explore.

Motion to approved Resolution 85-10-25 made by Commissioner O'Rourke, Seconded by Commissioner Linden.

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

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird stated that Brett Lashley will attend the November 5th Commission meeting in his place. He clarified the memo that was included in the agenda packet.

-Town Manager Reade spoke about a Florida Redevelopment Association (FRA) award that the Town and Community Redevelopment Agency (CRA) received. He spoke about a donation from Lowe's that has been proposed. The donation is approximately \$1500.00. The Commission gave consensus to receive this donation. He announced Sunset Celebration on October 31st. Town Manager Reade also spoke about property taxes and how the Town would be affected if this was abolished by the State.

-Commissioner Linden announced he will not be present at the next Sunset Celebration.

-Commissioner O'Rourke stated that he will be in attendance for Sunset Celebration. He spoke about municipalities being in a bad political place.

-Commissioner Thomas thanked Kelly Steele who was not present tonight for all of her efforts. She also thanked Public Works staff for being present last week. She gave special thanks to Public Works Director Jaime Morales for working along with staff working on sidewalks. She spoke about the erosion of home-rule in municipalities. She announced that Oceana Coffee is having a Halloween activity on October 31st.

-Vice Mayor Hensley announced on November 7th there will be a Veteran's Day program at HL Watkins Middle School, at 9:45am.

-Mayor Michaud spoke about some legislative priorities including property tax, insurance, senate Bill 180 and CRAs, tri-rail funding and encouraged residents to become knowledgeable on these topics and write letters to their State Legislators.

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

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

Voting Aye; All.

Meeting adjourned 9:40 p.m.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 5, 2025.

Mayor Roger D. Michaud

Town Seal

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2025

From Susan LaFontaine Oct 22 2025

Dear Commission,

I request that you place a vote on the next agenda to approve or deny the enormous density bonus requested by Forest Development's Residences at 10th & Park. Hopefully to deny that bonus, and so expedite their return to the drawing board to create a mixed-use project that helps to beautify our downtown but also maintains our small town character while providing attractive urban housing & retail, increasing our downtown foot traffic to further support Lake Park businesses, & increasing our tax base.

At the June 13, 2024 Planning & Zoning Board Meeting our Community Development Office recommended approval of the special exception which would allow that density bonus of 203 dwelling units per acre, which is over four times the 48 units designated by the Comprehensive Plan. But their approval is contradicted by the very town document they cited. To quote the Town Planner:

"... the special exception application was evaluated based on our criteria under 78.184 ... The special exception criteria are also the basis for which the town commission may grant a density bonus above 48 units per acre ... Staff ... finds in favor of the request for 203.1 units per acre." End quote.

The Community Development ofc apparently ignored the following provisions of the cited **Section 78-184**
 "...criteria ...

(b) ... A **special exception** ... shall not be approved unless ... all of the following criteria are met...

That the # "(4) ... **special exception** use ... does not create a concentration or proliferation of the same or similar type of **special exception** use, which may be deemed detrimental to the development or redevelopment of the area ..."

and # (6) c. That the proposed **special exception** use... would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations."

If the Commission grants this enormous density bonus to the Residences at 10th & Park, how could you then deny it to the Kelsey on Park project without risking a lawsuit from them? And granting both projects the huge density bonuses they're requesting would leave less than 400 dwelling units to be shared between the remaining PADD property owners, and which, per the special exception criteria, "**may be deemed detrimental to the development or redevelopment**" by those other property owners.

Also, in the Jan 31, 2022 Site Plan Review of Kelsey on the Park, which at that time was for 17 stories and 720 dwelling units, Community Development stated the following, which would still apply to a building only 1 story shorter and with almost 600 units:

"The current design does not respect Park Avenue or the residential areas to the south, as required by the Comprehensive Plan... the applicant is maximizing density, ... in a way that is not complimentary to the scale and traditional character of the downtown..."

I'm out of time but I've included other quotes from that Jan 31, 2022 Site Plan Review by Community Development for your review.

Thank you

ther quotes from that Jan 31, 2022 Kelsey on Park Site Plan Review by Community Development:

"To encourage redevelopment, the Comprehensive Plan was amended to increase the density to 48 units/acre, and established a 48 du/acre cap for the entire PADD. This would currently allow a total of 1,494 units (new and existing) in the 32.13 acre PADD area. It was anticipated that these units would be spread throughout the PADD. If approved as presented, the project" (Kelsey on Park Ave) "would utilize approximately one-half of the capacity, **which may hamper redevelopment of other sites...**

A project of this magnitude will generate demand for many supporting goods and services from the immediate vicinity, including outside of Lake Park. Given the project has been designed to rely on pedestrian and bicycle transit and presumes a sizable portion of residents will primarily be patronizing the Downtown, please establish that these goods and services are in fact existing in the Downtown at the intensities required to sustain this development. **Failure to adequately address this will result in an overconcentration of residents in a single place without requisite services, which is the underlying weakness identified as the culprit behind the failure of many large tenement housing projects** in urban planning case studies and literature..

Staff continues to be quite concerned with the minimum parking that has been provided at only 1 space/unit, without guest parking. At this time we cannot support this ratio... Given the Florida auto-centric mindset, it is quite possible that the project with only 1 parking space per unit will have difficulty renting to its capacity. The result – an unprofitable building falling into decline, reduced amenities and maintenance, impacting the Town as well as developer...."

Town of Lake Park Special Call Commission Meeting

MEETING DATE: October 22, 2025

Presented by the Community Development Department

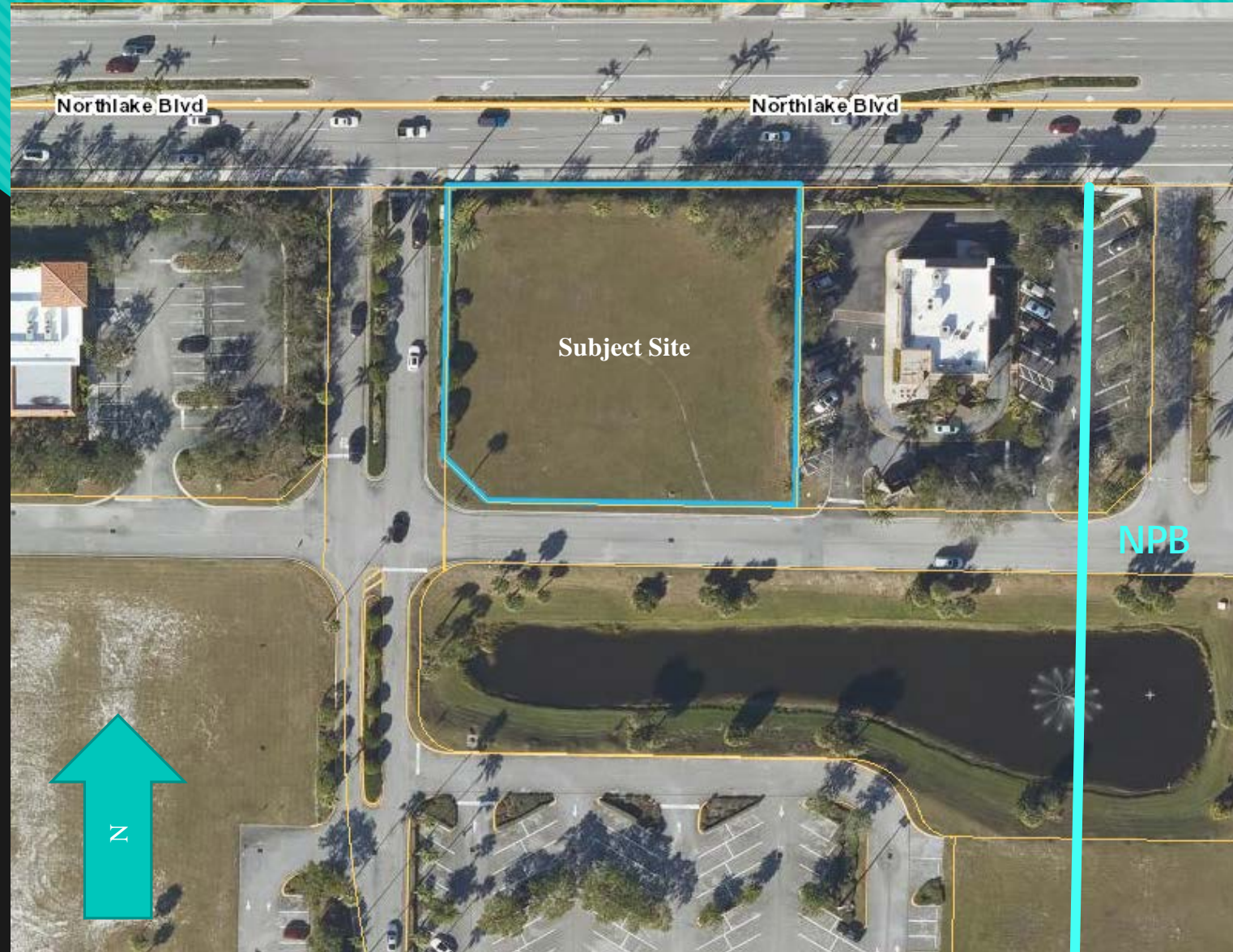
Application Background

Item 2.

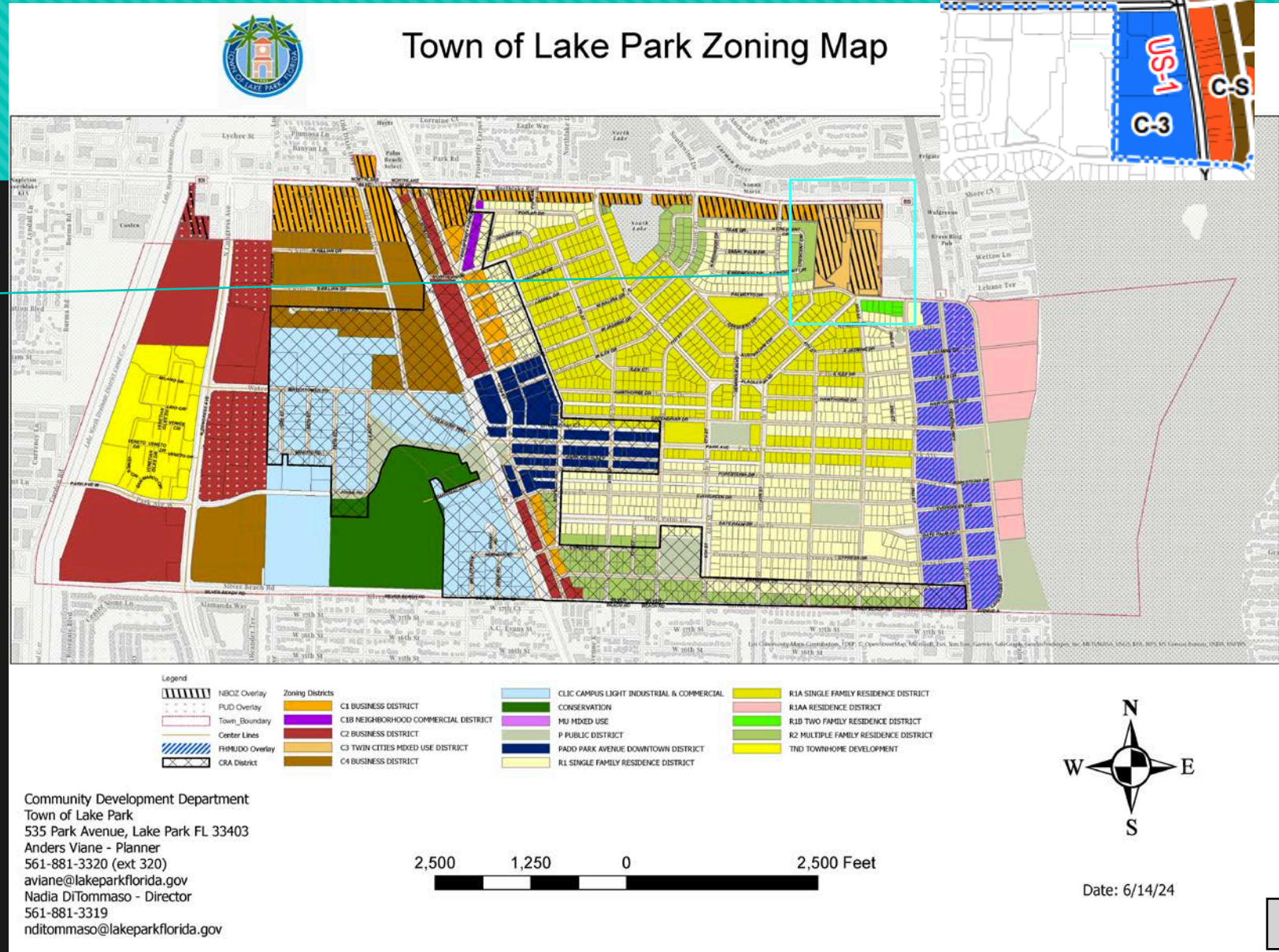
Owner & Applicant(s):	OPV Northlake Promenade LLC
Agent and Consultant:	Schmidt Nichols
Location:	Parcel 1 – PCN: 36-43-42-21-29-003-0000
Net Acreage (total):	0.858 acres
Legal Description:	See survey enclosed in packet.
Existing Zoning:	C-3 Business District (NBOZ Overlay)
Future Land Use:	Twin Cities Mixed Use
Proposed Use:	Retail (tenant TBD)
Total Area:	7,578 SF

Aerial Overview

Item 2.



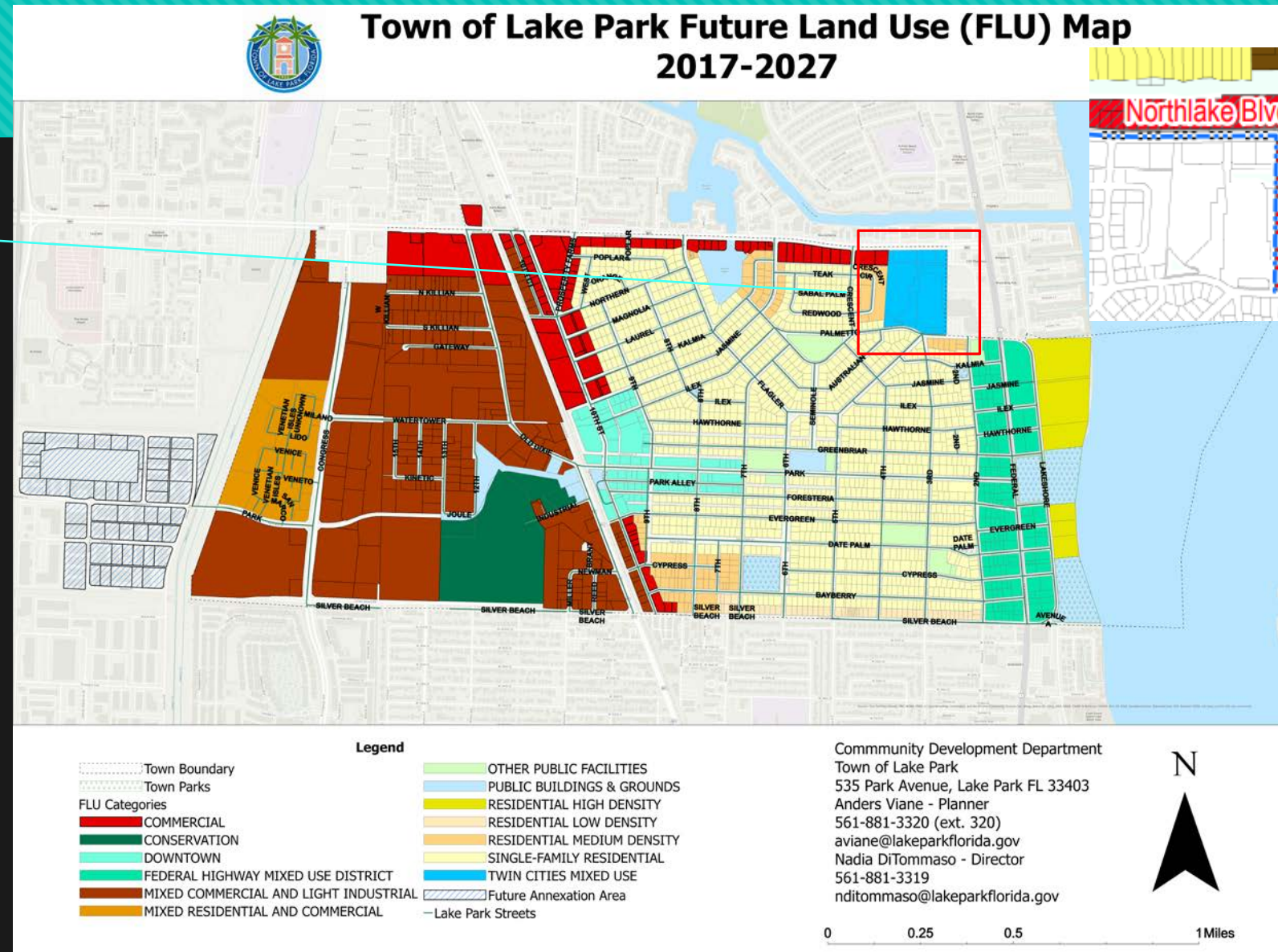
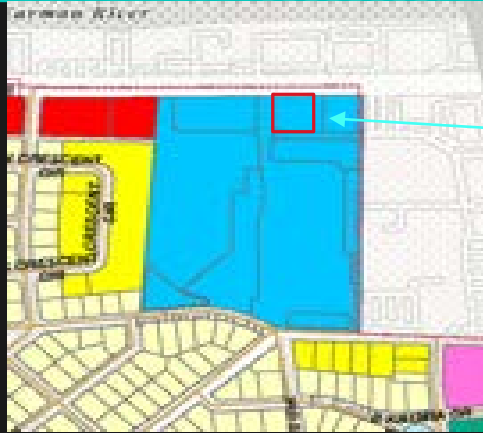
Lake Park Zoning Map



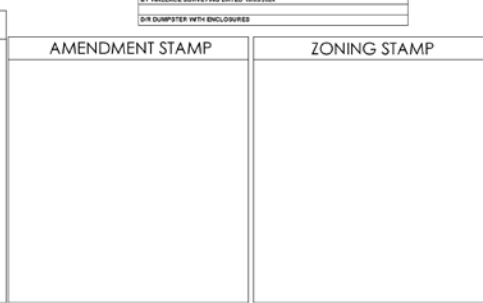
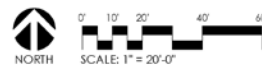
North: (NPB) C-NB Northlake Bl.
Commercial
South: C-3 Twin Cities Mixed Use
East: C-3 Twin Cities Mixed Use
West: C-3 Twin Cities Mixed Use

Lake Park FLU Map

Item 2.



North: (NPB) Commercial
South: Twin Cities Mixed Use
East: Twin Cities Mixed Use
West: Twin Cities Mixed Use

[illegible]

SITE TABULAR DATA		Northlake Promenade Outparcel
Application Name		
Application Number		
Existing Future Land Use Designation		Twins Cities Mixed Use
Existing Zoning District		
Section, Township, Range		2142
Property Control Numbers		16-43-42-21-29-003-03
Existing Use		Vac
Proposed Use		Res
Total Gross Site Area		0.853 AC. (37,396 sq. ft.)
Total Net Site Area		0.858 AC. (37,396 sq. ft.)
Total Gross Floor Area		7,578 sq. ft.
Retail		7,578 sq. ft.
Total Floor Area Ratio		
Total Building Coverage		22% (0.079)
(Including canopy of 501 S.E.)		
Building Height		max. 28'
Number of Stories		
Max. Allowed Impervious Area		
Proposed Impervious Area		29,341 s.f. (66%)
Buildings - 7,578 s.f.		
Pavement/Walks - 18,344 s.f.		
Pervious Area		11,455 s.f. (33%)
Parking Required - Retail (C-2 Rule) - 3 spaces/1,000 s.f. @ 7,578 s.f. x = 23 spaces		23 SPACES
Proposed Parking		36 SPACES
Handicap Spaces Required		
Handicap Spaces Proposed		
Loading Required (15' x 30' Min.)		
Loading Provided		
Traffic Analysis Zone		
<p align="center">Concurrency Approval* Rate: 1,578 s.f.</p>		

*Concurrency is approved for the shown use and amounts shown on this plan.

PROPERTY DEVELOPMENT REQUIREMENTS										
	ZONING DISTRICT	MINIMUM LOT DIMENSIONS			MAX REFERRED USE	MAX PREVIOUS	MAX HEIGHT	DETACH/REPAIRS		
		SIZE	WIDTH	DEPTH				FLOOR	BOX APPEARANCE	BOX FINISH
CODE	C-3	25,000 SF	N/A	N/A	80%	10'	10'	0'	10'	0'
PROP	C-3	31,300 SF	210-62'	130-52'	80%	21'	13'	1'	21'	2'

DEVELOPMENT TEAM	
DEVELOPER:	GPV NORTHLAKE PROMENADE LLC 3200 N MILITARY TR. STE 400 BOCA RATON, FL 33431
CIVIL/TRAFFIC ENGINEER:	SIMMONS & WHITE 2561 METROPOLITAN BLVD. STE 3 WEST PALM BEACH, FL 33407 (561) 479-7648
PLANNER:	SCHROTT MICHOLS 1551 N FLAGLER BLVD, STE 102 WEST PALM BEACH, FL 33401 (561) 684-6141
SURVEYOR:	WALLACE SURVEYING 8555 VILLAGE BLVD WEST PALM BEACH, FL 33407 (561) 640-4551

NOTES
BASE INFORMATION FOR THIS PROJECT WAS OBTAINED FROM A SURVEY PREPARED BY WALLACE SURVEYING DATED 10/03/2004
D/R DUMPSTER WITH ENCLOSURES

AMENDMENT STAMP

ZONING STAMP



**SCHMIDT
NICHOLS**
LANDSCAPE ARCHITECTURE
AND URBAN PLANNING

**Northlake Promenade
Out Parcel 3**
Town of Lake Park, Florida

Date:	10/21/24
Scale:	1" = 20'
Design By:	JS
Drawn By:	AH
Checked By:	JS
File No.	819.01B
Job No.	16-100

REVISIONS / SUBMISSIONS

Original Submittal: 12/20/24
Resubmittal: 04/01/25
Resubmittal: 07/30/25
Handicap & Paving Pattern: 09/29/25
Visibility Triangle Revision: 10/03/25

SITE PLAN

SP-1 of 1

Staff recommends **APPROVAL** of the Site
Plan Application

Exhibit C

Northlake Promenade Outparcel 3

Town of Lake Park Commission Hearing October 22, 2025
Resolution 85-10-25



PROPOSED PROJECT: NORTHLAKE PROMENADE OUTPARCEL 3



CONTENT

Location Map	3
FLU & Zoning Map	4
Site Plan	5
Architecture	7



LOCATION MAP

Item 2.



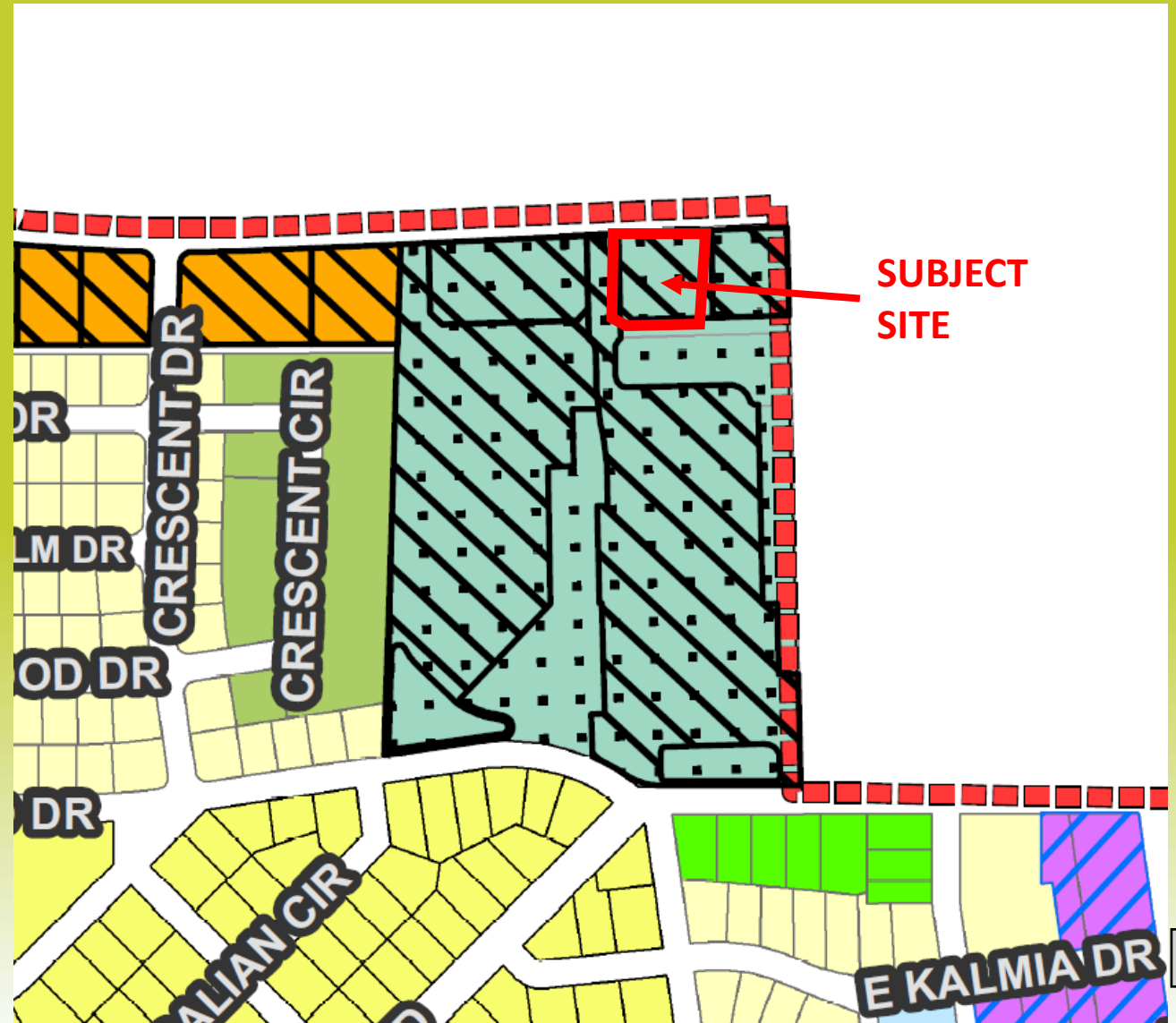
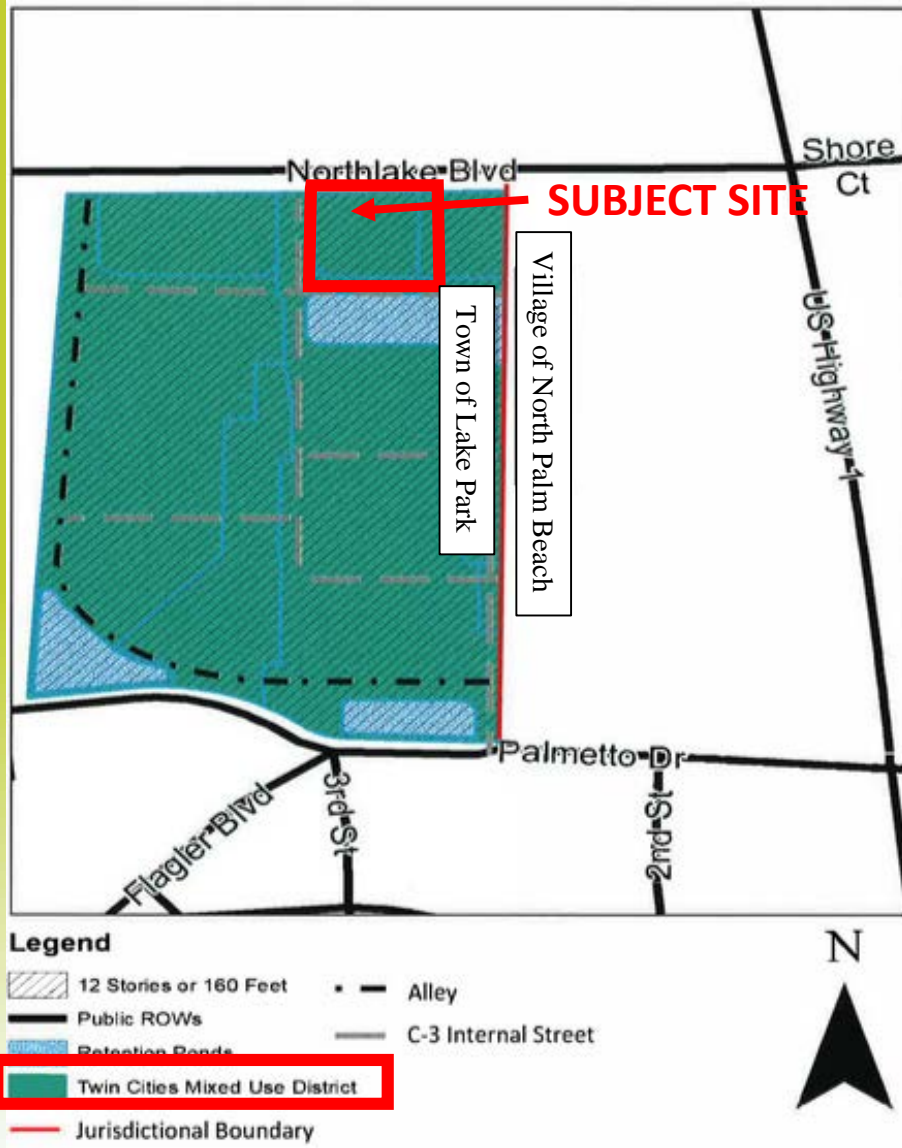
Lot Size:	0.858 acres
Future Land Use:	Twin Cities Mixed Use
Zoning:	C-3
Existing Use:	Vacant



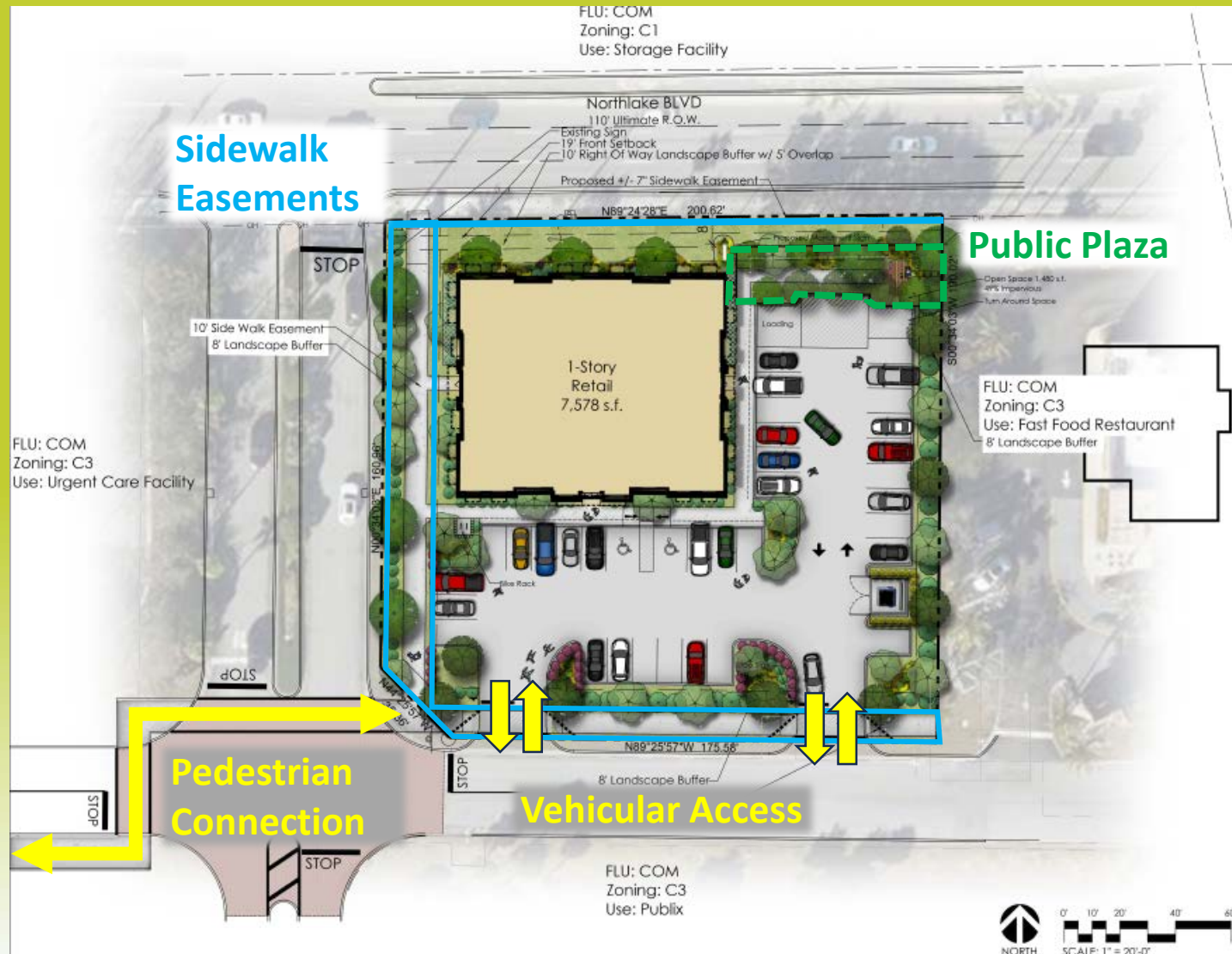
FUTURE LAND USE & ZONING

Future Land Use: Twin Cities Mixed Use

Zoning: C-3



Request: Site Plan Approval for 7,578 s.f. Retail development on the subject vacant site.



Proposed Use: 7,578 s.f. Retail

Parking Required: 23 spaces

Parking Proposed: 35 spaces

Loading Required: 1 space (15' x 35')

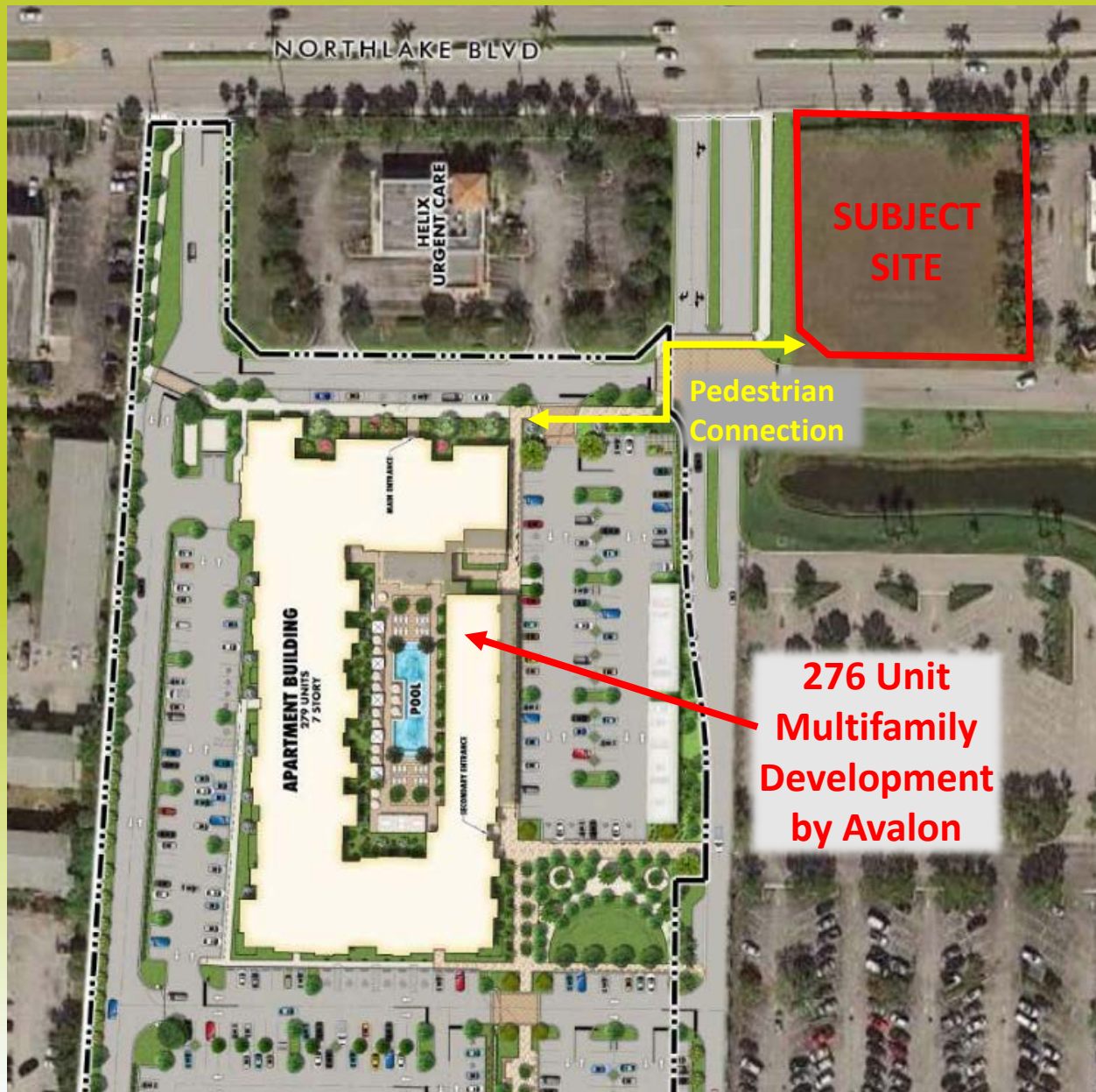
Loading Proposed: 1 space (15' x 40')

Sec. 78-73(a) (2) Provide Destination with Commentary Use. Retail is one of several. Streetscape requirement along three frontages. (N,S,W).



ACTIVITY IN NORTHLAKE PROMENADE

Item 2.



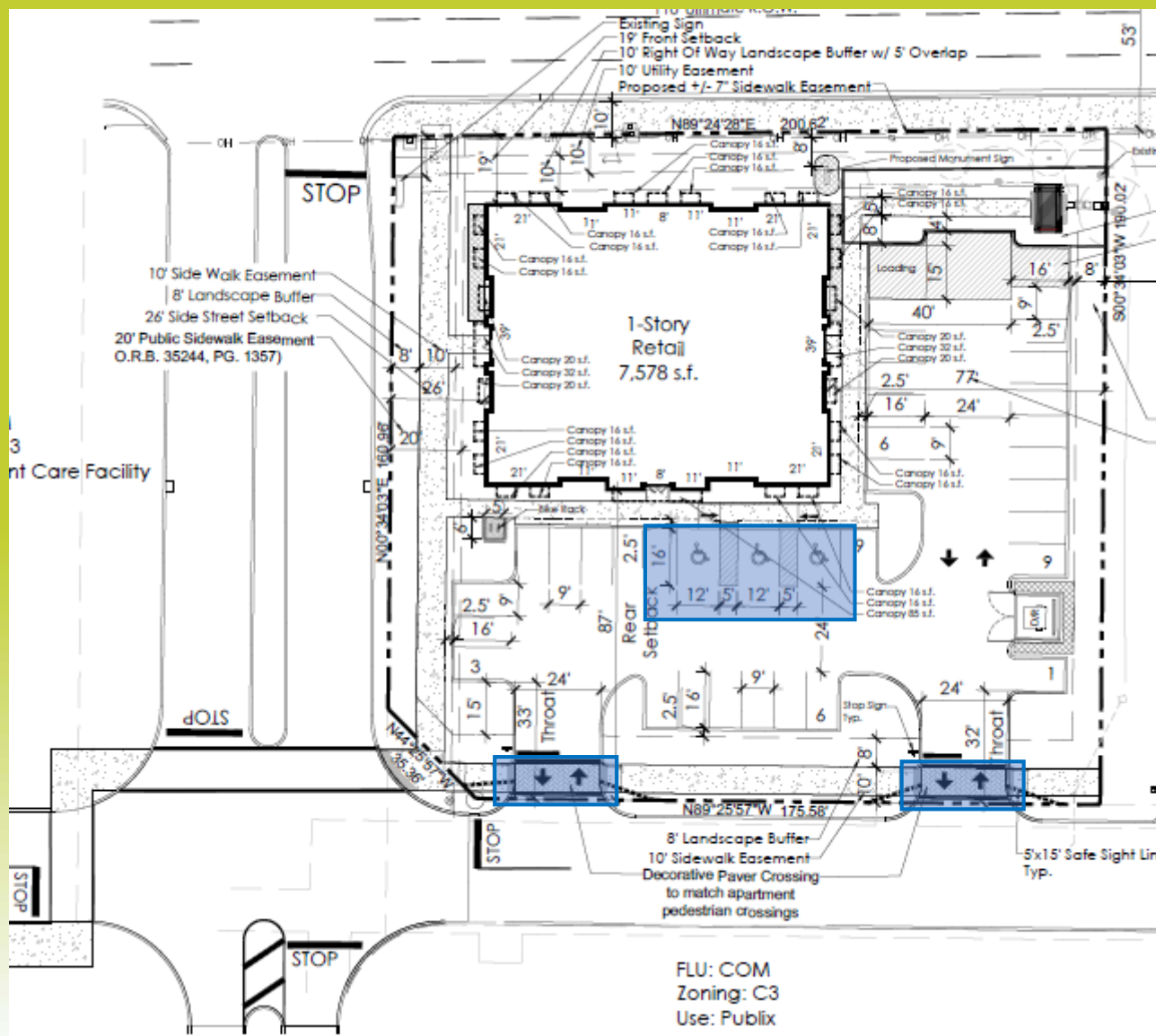
Facing Southeast at Main Entry
Architecture is Compatible with the renovated Publix and Apartments



Facing Northwest



Unanimous Joint Planning Board



Joint Planning Board revisions.

1. Additional Handicap Space
2. Decorative Cross Walks
 - Visual Change
 - Texture Change

Our application meets the Site Plan review standards of the Town of Lake Park Zoning Code

Staff is recommending approval and we are in agreement with the 14 Condition of Approval and have submitted the recorded easement.

We respectfully request the Joint P& Z Board's recommendation of approval.

Thank you!

Our team is here to answer your questions.

P3 Lake Park Harbor Marina
Quarterly Update
October 22nd, 2025

Item 2.

Exhibit D



Status of Project

- Comprehensive Agreement approved August 2, 2023
- Lease Approval Dates:
 - Hotel – Approved 1/01/24
 - Restaurant – Approved 5/15/24
 - Boat Storage – Approved 5/17/24
 - Marina – Approved 5/17/24
- PUD and site plans resubmitted June 2025 – Comments from Lake Park received on 10/09/25.
- State of Florida Reverter appraisal received. Requesting approval from Town Commission for submission for the December Governor & Cabinet Meeting.
- Comprehensive Agreement Revisions -Comments from Lake Park pending.

Reverter Status

- Process put on hold by Town of Lake Park.
- Retained Services of Bridge Water Strategies

PUD and Site Plans

- First Submission Date: 12/18/23
- Fourth Submission Date: 6/17/25
- Town Comments Received – 10/19/25

➤ Public Marina & Restaurant Component

- Marina Component → First DEP permit applied for
 - › Response to comments submitted to DEP and USACOE
 - › Need release for consultant to respond to additional permit application questions or permit applications will expire.











Questions?



Written Testimony for the Lake Park, FL Commission

Regarding the P-3 Marina PUD Round 5!

FOR THE PUBLIC RECORD

October 22, 2025 Michael Steinhauer, 435 Greenbriar Dr., Lake Park.

Pipestone1992@gmail.com 608-332-5547

Good day! Regarding P-3.

Rule #1: Listen to your legal counsel, they know more than you do and their perspective should guide you to do the right thing!

I carefully read the publicly released memo dated October 3rd from Tom Baird, your town attorney, and a AICP member. He eloquently highlights dozens of concerns about the project proposal. Mr. Baird specifies themes of a general lack of effective communication, stalling the process, disregard for the legal and cultural elements of public use and access, unsubstantiated waiver requests, and project re-submittals that amount to no willingness to update the comprehensive agreement to any meaningful extent.

Do I really have to review these with you? Certainly, you are aware of all these benchmarks.

1. Five re-submittals of site plans that have not changed, other than splitting one site plan into 2. La tee da.
2. Little consideration to provide accessible, usable open space for the public: be it parks, the Promenade, the event lawn, the elevated deck, water views, boat launches, and boat trailer parking .
3. Failure to plan in advance for a lift station, or any buffering accommodations. That's construction 101, folks!
4. Lack of definition that would require amendments to both the Comprehensive Plan and the LDRs.
5. And Forest planners do not comply with State Statute 78-83 (j) (i) e

And more! The Developer requests 14 waivers for a small 2.5-acre site. They are mostly all "significant departures from the Town code and LDRs", and "It is not clear what public benefits the Developer is proposing for each waiver." Further, "the design does not comply with the current Code regulations and cannot be approved as a "waiver."

And gee, there is only a checklist of 14 serious elements that must be overcome. Really?

What conclusions can be drawn from all these years? Incompetence; lack of compliance with state and local statutes and codes; insensitivity to the culture of Lake Park; now coming on the 6th attempt to get it right; a project not serving the public interest, poor

justifications for seeking 14 waivers, and above all, a growing dis-trustworthy partnership that should be abandoned! Enough is enough forcing town resources to try to address these issues.

Put yourselves and your residents out of our misery trying to put a round peg into a square hole by an ego-centered developer. Let's find a developer who has a real chance to provide the town with what it needs at a time when Forest can't even legally store and stockpile materials and complete the first project, we awarded them.

Thank you!

Subject: Accountability, Oversight, and the Public Impact of the Nautilus 220 Lift Station and Marina P3 Project

For the Public Record

October 22, 2025 Commission Meeting

Submitted by:

Katia Zhestkova and Michael Steinhauer

Lake Park Residents



Pipestone1992@gmail.com

Dear Mayor, Commissioners, and Town Manager,

We are submitting this letter for the public record to request full transparency and accountability regarding the **Nautilus 220 lift-station easement** on public marina property and to raise broader concerns about the Town's ongoing oversight of **Forest Development's projects**, including the proposed **Marina P3 redevelopment**.

I. General Orientation and Information About Lift Stations: A Primer

A **lift station** is a critical component of any sanitary sewer system. It must be designed, built, and inspected by multiple layers of specialized engineers — ideally independent of the developer. The Town should ensure that these professionals are under **Town contract or third-party municipal oversight**, not controlled by private developers.

1. Civil Engineer (with sanitary/water specialization)

- Designs the overall system — pipe slopes, force mains, wet-well capacity, backup storage.
- Why it matters: ensures the system can handle both normal and peak flow.
- Requirement: Florida-licensed P.E. with municipal wastewater experience.

2. Mechanical Engineer (pump systems expert)

- Specifies pumps, motors, and valves.
- Why it matters: poor pump sizing is a leading cause of failure.
- Requirement: experience with submersible systems and corrosion-resistant materials.

3. Electrical Engineer (controls and backup systems)

- Designs power supply, control panels, alarms, and backup generators.

- Why it matters: many lift-station failures are electrical.
- Requirement: Florida-licensed E.E. with municipal SCADA and surge-protection knowledge.

4. **Geotechnical Engineer**

- Tests soil and groundwater before installation.
- Why it matters: poor soils or tidal zones can cause shifting or flooding.
- Requirement: certified geotechnical report and post-installation inspection.

5. **Independent Third-Party Inspector (commissioned by the Town)**

- Reviews as-built drawings, verifies materials, and tests alarms and flow rates.
- Why it matters: prevents “rubber-stamp” approvals and ensures public safety.
- Requirement: Town-hired municipal consultant—not the developer’s engineer.

Bonus – Environmental or Stormwater Engineer: When lift stations are near waterways, environmental engineers should confirm containment, NPDES compliance, and flood resilience.

In short: The Town should retain or contract with a qualified municipal engineering team—with independent inspection—to verify every lift station before acceptance.

II. What Happened in Lake Park

Forest Development constructed **Nautilus 220** without providing for a lift station on its own property. When the project was completed and buyers were ready to move in, there was **no wastewater system** in place. The developer asked to install the lift station on **Town-owned marina land**, and the Town approved the easement so occupancy could proceed.

This decision caused a **permanent loss of roughly 31,400 square feet of public waterfront**—land now burdened by odor, noise, and safety buffers that make it unusable for public gatherings.

At the Town’s current lease rate of **\$2.70 per square foot per year** (e.g., the Dunkin’ Donuts lot), that space equates to **\$87,780 per year in value**. There is **no record that Lake Park was compensated** for this loss.

It also erased **overnight boat-trailer parking**, which made Lake Park the only marina in the region allowing multi-day trips to the Bahamas—an amenity vital to our local boating economy.

III. Accountability Questions

We respectfully request written answers to the following:

1 Compensation: How was the Town compensated for granting a private easement on marina land? Was there payment, land swap, or any offsetting public benefit?

2 Planning Oversight: Why did the Planning and Community Development Department fail to detect the absence of a required lift station during more than two years of review and permitting?

3 Long-Term Impact: What is the full size and duration of the encumbered area, and how will it limit future marina use?

4 Decision Process: Was this easement approved by Commission vote? If not, who authorized it administratively, and did that person or department have legal authority to commit public property?

5 Department Capacity: Given these oversights, does the current Planning and Zoning Department have the expertise and independence to negotiate effectively with Forest Development on the Marina P3?

IV. Why This Matters for the Marina P3

This case shows a **pattern of developer-driven planning and inadequate Town oversight.**

The same developer now seeks to control the Town's waterfront for 99 years. The current P3 proposal still:

- Overbuilds public land and conflicts with Town Code;
- Eliminates ≈ 250 feet of promenade and removes boat-trailer parking bought with public funds;
- Blocks public views with oversized structures joined by an illegal "bridge"; and
- Requests 14 zoning waivers with no public benefit.

If the Town missed something as basic as a lift station in Nautilus 220, how can residents trust the same process to protect our waterfront?

We urge the Commission to **hire an independent planning and engineering firm** with municipal waterfront expertise to review and renegotiate the Marina P3 agreement and ensure future designs serve the public interest.

V. Environmental Testing and Water Quality Concerns

Residents also request clarification on environmental monitoring around the marina:

1. Are tests performed for **non-suspended solids** as well as suspended (TSS/TDS)?
2. Is **contamination testing** being done per Town ordinance?
3. Was the promised **Stormceptor Hydrodynamic Separator** installed, and is it maintained?
4. Will all future projects using groundwater pumping be required to employ similar pollution-control systems?

VI. Recommendations

- Publicly release all records and compensation details related to the Nautilus lift-station easement.
- Add this matter as an agenda item for open Commission discussion.
- Engage an **independent municipal planning/engineering firm** for all future P3 negotiations.
- Implement mandatory third-party engineering and environmental review for every major development using Town land.

VII. Conclusion

The **Nautilus 220 lift-station case** is more than a technical oversight — it reflects systemic weaknesses in planning and accountability that continue to threaten our public assets.

Lake Park's residents expect **competent planning, transparent governance, and independent oversight**.

We ask that this letter be entered into the public record and that written responses be provided within 30 days.

Thank you for your attention and service to our community.

Respectfully submitted,

Katia Zhestkova

Michael Steinhauer

Lake Park Residents



Pipestone1992@gmail.com

Speech to the Lake Park Commissioners and Town Manager

(≈3 minutes – podium format)

Good evening, Commissioners and Mr. Town Manager,

First, thank you for your participation and support in Saturday's **Lake Park Community Cleanup**.

A big **shout-out to Riunite, Merrell, Lamar, and our Public Works crew** — your teamwork made it happen.

We had just over 50 volunteers, including many more young people this year — middle and high-school students earning their community service hours — and even several who came from outside the Town limits just to help. Everyone worked hard picking up garbage all over town, filling bags and showing real pride in our community.

And a special **thank-you to our sponsors, Oceana Coffee and Chick-fil-A**, for fueling our volunteers with caffeine, kindness, and chicken sandwiches.

Thank you also to the commissioners who arrived early to help with registration and kick off the morning. That leadership means a lot to those of us who care deeply about this community.



Now — shifting gears — I need to share serious **concerns about the Nautilus 220 project** and the **lift station at our Marina**.

I had firsthand conversations — not hearsay — with two people directly involved in the project. One told me the lift station had been dry for a couple of days; two days later another said it was wet again.

That is not reassuring. Those are **problems — and more problems**.

Many of us worry this phase is being rushed to secure a certificate of occupancy, instead of ensuring the system is built and tested for the long term.

If that lift station fails after occupancy, we're talking about a 323-unit building facing flooding, contamination, and potentially millions of dollars of repair cost.

So, who's responsible? After Forest Development is long gone, Will it fall on the condo residents and their HOA? Will the Town be liable? We need clear, black-and-white answers now — not later.



It's also worth noting that **Forest Development, under Peter Baytarian**, has never built a high-rise condo, marina, hotel, or boat-storage facility. So why are we considering giving him a 99-year lease on our most valuable waterfront land?

And **shame on former Town Manager John D'Agostino** for leading the previous commission down this path. I know firsthand that a representative from one of the largest and most successful marina-development companies in the country had lunch with Mr. D'Agostino and was told that when Lake Park was ready to go out for bid on the Marina, he would hear from him. Well — he never did.

Instead, it appears Lake Park moved forward in step with Forest Development, without ever entertaining proposals from qualified, proven marina developers. That looks and feels like a **back-room deal**, not an open, transparent process serving our Town.

And let's be honest — **Peter Baytarian has already burned many bridges** right here in Lake Park, including with the condo community next door. He has shown his true colors and cannot be trusted to handle another project — certainly not 10th and Park.

Yes, we need development, but we need **responsible development** — led by honorable, proven developers, not those who hide behind shiny digital brochures and glossy marketing portfolios that make it look like they've

completed major projects they've never actually built.



Thank you for listening — and for standing up for the safety, integrity, and the true potential of the Town of Lake Park.

Meeting Date 10/22/25

Cards must be submitted before the item is discussed!!

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

Name: Linda BOLLbach
Address: 723 magnolia Drive LPIf you are interested in receiving Town information through Email, please provide your E-mail address: gene.denis@bellsouth.netI would like to make comments on the following Agenda Item:I would like to make comments on the following Non-Agenda Item(s):When will you
PAVE magnolia Drive?
Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.Meeting Date 10/22/2025

Cards must be submitted before the item is discussed!!

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

Name: Richard Pallitto
Address: 1335 010 Dixie HwyIf you are interested in receiving Town information through Email, please provide your E-mail address: Ultimate Detailing 561 804444I would like to make comments on the following Agenda Item:Property Happening & Being
Proposed / Forwarded movement of
DevelopmentI 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
PUBLIC COMMENT CARD

Item 2.

Commission

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 10/17/2025

Cards must be submitted before the item is discussed!!

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

Name: James Sullivan

Address: 398 FRANKLIN 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):

SEVERAL ITEMS SIDWALK NEEDED - CORNER FIDELITY DRIVE PARKING
2 TRAFFIC PARK AVE & OLD DIXIE HWY (3 TRAFFIC LIGHTS) OUT OF

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.

all can be covered in 3 min



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Meeting Date 10/22/2025

Cards must be submitted before the item is discussed!!

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

Name: JAMES SULLIVAN
Address: 378 Eagle Blvd

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

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

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

EXPENSES TOO HIGH FOR LONG TERM RESIDENTS
A PROGRAM SIMILAR AGRICULTURE AREAS NEEDED

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.

note full 3 minutes is added



Town of Lake Park
PUBLIC COMMENT CARD

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Meeting Date 10/22/2025

Cards must be submitted before the item is discussed!!

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

Name: James Sullivan
Address: 348 FAULKNER 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):
Drug Shop on 100,000 in 05 year
maternal comment on drug front as target.

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.

about 1 minute



Town of Lake Park
PUBLIC COMMENT CARD

Commissioner

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Meeting Date 10/22/25

Cards must be submitted before the item is discussed!!

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

Name: Susan LaFontaine

Address: 545 Evergreen

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

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

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

PADD Density

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.

From Susan LaFontaine Oct 22 2025

Dear Commission,

I request that you place a vote on the next agenda to approve or deny the enormous density bonus requested by Forest Development's Residences at 10th & Park. Hopefully to deny that bonus, and so expedite their return to the drawing board to create a mixed-use project that helps to beautify our downtown but also maintains our small town character while providing attractive urban housing & retail, increasing our downtown foot traffic to further support Lake Park businesses, & increasing our tax base.

At the June 13, 2024 Planning & Zoning Board Meeting our Community Development Office recommended approval of the special exception which would allow that density bonus of 203 dwelling units per acre, which is over four times the 48 units designated by the Comprehensive Plan. But their approval is contradicted by the very town document they cited. To quote the Town Planner:

"... the special exception application was evaluated based on our criteria under 78.184 ... The special exception criteria are also the basis for which the town commission may grant a density bonus above 48 units per acre ... Staff ... finds in favor of the request for 203.1 units per acre." End quote.

The Community Development ofc apparently ignored the following provisions of the cited **Section 78-184**
 "...criteria ...

(b) ... A **special exception** ... shall not be approved unless ... all of the following criteria are met...

That the # "(4) ... **special exception** use ... does not create a concentration or proliferation of the same or similar type of **special exception** use, which may be deemed detrimental to the development or redevelopment of the area ..."

and # (6) c. That the proposed **special exception** use... would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations."

If the Commission grants this enormous density bonus to the Residences at 10th & Park, how could you then deny it to the Kelsey on Park project without risking a lawsuit from them? And granting both projects the huge density bonuses they're requesting would leave less than 400 dwelling units to be shared between the remaining PADD property owners, and which, per the special exception criteria, "**may be deemed detrimental to the development or redevelopment**" by those other property owners.

Also, in the Jan 31, 2022 Site Plan Review of Kelsey on the Park, which at that time was for 17 stories and 720 dwelling units, Community Development stated the following, which would still apply to a building only 1 story shorter and with almost 600 units:

"The current design does not respect Park Avenue or the residential areas to the south, as required by the Comprehensive Plan... the applicant is maximizing density, ... in a way that is not complimentary to the scale and traditional character of the downtown..."

I'm out of time but I've included other quotes from that Jan 31, 2022 Site Plan Review by Community Development for your review.

Thank you

ther quotes from that Jan 31, 2022 Kelsey on Park Site Plan Review by Community Development:

"To encourage redevelopment, the Comprehensive Plan was amended to increase the density to 48 units/acre, and established a 48 du/acre cap for the entire PADD. This would currently allow a total of 1,494 units (new and existing) in the 32.13 acre PADD area. It was anticipated that these units would be spread throughout the PADD. If approved as presented, the project" (Kelsey on Park Ave) "would utilize approximately one-half of the capacity, **which may hamper redevelopment of other sites...**

A project of this magnitude will generate demand for many supporting goods and services from the immediate vicinity, including outside of Lake Park. Given the project has been designed to rely on pedestrian and bicycle transit and presumes a sizable portion of residents will primarily be patronizing the Downtown, please establish that these goods and services are in fact existing in the Downtown at the intensities required to sustain this development. **Failure to adequately address this will result in an overconcentration of residents in a single place without requisite services, which is the underlying weakness identified as the culprit behind the failure of many large tenement housing projects** in urban planning case studies and literature..

Staff continues to be quite concerned with the minimum parking that has been provided at only 1 space/unit, without guest parking. At this time we cannot support this ratio... Given the Florida auto-centric mindset, it is quite possible that the project with only 1 parking space per unit will have difficulty renting to its capacity. The result – an unprofitable building falling into decline, reduced amenities and maintenance, impacting the Town as well as developer...."



Town of Lake Park
PUBLIC COMMENT CARD

Item 2.

Commission

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

Meeting Date 10/22

Cards must be submitted before the item is discussed!!

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

Name: Brady Drew

Address: 538 Sabal Palm Dr

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

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

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

Roadway Markings/Mobility Plan

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

Commission

Item 2.

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Meeting Date 10-22-2025

Cards must be submitted before the item is discussed!!

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

Name: TEERON MERCER
Address: 105 Lake Shore Dr., Lake Park

If you are interested in receiving Town information through Email, please provide your E-mail address: tdmercer64@gmail.com

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

beautiful - Marina/R3 project

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
PUBLIC COMMENT CARD

Commission
Item 2.

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Meeting Date 10/22/25

Cards must be submitted before the item is discussed!!

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

Name: Michael Steinhauer

Address: 435 Greenbrier

If you are interested in receiving Town information through Email, please provide your E-mail address: pipetstonc1992@gmail

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

P-3

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
PUBLIC COMMENT CARD

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Meeting Date

10/22/2025

Cards must be submitted before the item is discussed!!

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

Name:

Katja Zhestkova

Address:

1018 4th Street

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

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

✓ FOREST.

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

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

Meeting Date Oct 22/25

Cards must be submitted before the item is discussed!!

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

Name: Connie Chabot
Address: 804 US 1 Suite 10.

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:

Following

Forest Dev Project PresentationI would like to make comments on the following Non-Agenda Item(s):

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

Meeting Date Oct 22/25

Cards must be submitted before the item is discussed!!

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

Name: Pat Walsh
Address: 804 US 1 Suite 10

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:Following Marina Development PresentationI would like to make comments on the following Non-Agenda Item(s):

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

Meeting Date 10/22/2025

Commission

Item 2.

Cards must be submitted before the item is discussed!!

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

Name: Chris Steele

Address: 301 Lake Shore

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

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

P-3

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

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

Meeting Date 10/22/25

Commission

Cards must be submitted before the item is discussed!!

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

Name: Canv Jones

Address: 1018 N Federal Hwy Lake Park

If you are interested in receiving Town information through Email, please provide your E-mail address: AV8motorsports@yahoo.com

I would like to make comments on the following Agenda Item: P3 Quarterly

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

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

Meeting Date 10/22/2025

Commission

Item 2.

Cards must be submitted before the item is discussed!!

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

Name: Andrew Kaplan

Address: 220 Lake Shore Dr #101 Lake Park

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

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

Public Comment P3 Quarterly update

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

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

Meeting Date 10/22/2025

Commission

Cards must be submitted before the item is discussed!!

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

Name: Dianne Sophina (proxy) for Kelly Steele

Address: 338 Bayberry Dr

301 Lake Shore Dr

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

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

P3 - Marina

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.

Commission
mtg

Meeting Date

10/2025

Cards must be submitted before the item is discussed!!

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

Name:

Evelyn Harris Clark

Address:

254 Greenbush Dr

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

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

on FORRES Development
Public Comments

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

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

Meeting Date

10/22/25

Cards must be submitted before the item is discussed!!

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

Name:

ZECHARIAH CESANI

Address:

914 PARK AVE

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

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

MARINA - APPROVE P3

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

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

Meeting Date 10/22

Cards must be submitted before the item is discussed!!

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

Name: _____

Address: _____

Oscar Coballan
933 Northman Dr

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

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

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

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

Meeting Date 10/22/25

Commissioner

Cards must be submitted before the item is discussed!!

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

Name: _____

Address: _____

Amy Angelo
1301 10th St. Lake Park

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

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

MARINA - I AM IN SUPPORT

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: November 5, 2025
Originating Department: Marina
Agenda Title: Resolution 86-11-25 Security Services (Harbor Marina)(Renewal) – United K9 Special Patrol - \$63,336

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

Cost of Item: \$63,336 **Funding Source:** Contractual Services
Account Number: 001-408-597 **Finance Signature:** Barbara Gould
401-34000

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

Attachments: Existing Agreement, Renewal Amendment, Resolution 86-11-25

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

Summary Explanation/Background:

The Marina Department has identified a need to renew the current agreement with United K9 Special Patrol to provide security services at the Town's Harbor Marina. The current one year agreement (RFP #107-2022) began on November 16th 2024 and is expected to expire on November 16, 2025. The proposed second, one year renewal term, if approved, would be effective beginning on November 16, 2025 through November 15, 2026, at an annual cost of \$63,336.

If approved, the Town Commission will accept United K9 Special Patrol's pricing (no rate change), including all terms, conditions and pricing therein. The proposed renewal will be for one year(s) with one additional one-year renewal option(s) remaining available to the Town. The

Town will not expend more than the amount within the approved budget as it may be adopted or amended each year for these goods and services over the term of the contract.

Note: Various documents related to the original competitive process (RFP No. 107-2022 - September 12, 2022) are available for review by contacting the Town Clerk's Office, including but not limited to the solicitation notice, RFP #107-2022, scoring matrix, proposal documents and advertisement, as required.

Funding for this service is available within the current FY 2026 Budget – Harbor Marina Fund (Enterprise Fund).

The proposed 2nd Amendment to the current Agreement was prepared by the Marina Director and reviewed by the proposed vendor, United K9 Special Patrol, the PBSO Captain, the Finance Director and the Town Attorney.

The Town has previously worked with United K9 Special Patrol and they have provided reliable security services and consistent performance.

Recommendation:

I move to approve Resolution 86-11-25 and the 2nd renewal of the Security Service Agreement with United K9 Special Patrol, in the amount of \$63,336; and authorize the Mayor to execute the proposed Renewal Amendment.

RESOLUTION 86-11-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR SECURITY SERVICES BETWEEN THE TOWN OF LAKE PARK AND UNITED SPECIAL PATROL INC., D/B/A UNITED K9 SPECIAL PATROL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town and United Special Patrol Inc. d/b/a United K9 Special Patrol (hereinafter "Contractor") previously entered into an Agreement For Security Services (Agreement) whereby the Contractor provides the Town with certain security services at the Lake Park Harbor Marina; and

WHEREAS, the Town and the Contractor have agreed to extend the term of the Agreement for an additional one year term, effective, beginning on November 16, 2025; and

WHEREAS, all other terms contained the original agreement and amendments thereto shall remain applicable.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the mayor to execute this second amendment to the agreement between the Town and the Contractor, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 3. This resolution shall become effective upon execution.

AGREEMENT FOR THE PROVISION OF SECURITY SERVICES

THIS RENEWAL NUMBER TWO TO THE AGREEMENT (the "Agreement") is made and entered into this 8th day of October, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and United K9 Special Patrol 535 Royal Palm Beach Blvd, Royal Palm Beach, Florida 33411 ("Contractor").

WITNESSETH THAT

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

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

WHEREAS, on November 16th, 2022, the Town entered into an agreement with Contractor for Marina Security Services ("Original Agreement"); and

WHEREAS, Section I. of the Original Agreement provides the Town with the option to renew the Agreement for three additional one-year terms; and

WHEREAS, the Original Agreement expired on November 15th 2024, and renewal is continuous; and

WHEREAS, the Contractor has continued to perform all services without interruption and in good faith under the terms of the Original Agreement; and

WHEREAS, the Town desires to exercise the renewal number two, one-year renewal option under the same terms, pricing, and conditions as set forth in the Original Agreement;

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

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

Term Extension – The Agreement is hereby renewed for one year, effective from November 16th 2025 through November 15th 2026

Compensation – The annual cost for services during this renewal term shall remain \$63,336 consistent with the terms of the Original Agreement.

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

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

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

TOWN OF LAKE PARK

United K9 Special Patrol

By: _____

By: William R. Wummer

Name: _____

Name: William R. Wummer

Title: _____

Title: President

Date: _____

Date: 10-8-25

RESOLUTION 17-03-23**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE VICE-MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR SECURITY SERVICES BETWEEN THE TOWN OF LAKE PARK AND UNITED SPECIAL PATROL INC., D/B/A UNITED K9 SPECIAL PATROL; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Town and United Special Patrol Inc. d/b/a United K9 Special Patrol (hereinafter "Contractor") entered into an Agreement whereby Contractor provides the Town with certain security services at the Lake Park Harbor Marina (hereinafter "Agreement"); and

WHEREAS, the Contractor and the Town have has agreed to amend the Agreement (the First Amendment) whereby the Contractor has agreed to assign uniformed security guards to lock and unlock the restrooms and tennis courts at Lake Shore and Kelsey Parks when the parks close at 10:00 p.m. each day of the year, and unlocking the restrooms and tennis courts at 6:00 a.m. on Saturday and Sunday and Town holidays; and

WHEREAS, the First Amendment would also provide that the compensation for the provision of security services at the Lake Park Harbor Marina and to assign a uniformed security guard whose duties shall include locking the restrooms at Lake Shore and Kelsey Parks when such parks close at 10:00 p.m. each day of the year and unlocking the restrooms at 6:00 a.m. on Saturday and Sunday and Town holidays; shall not exceed \$21.00 per hour; and

WHEREAS, all other provisions of the Agreement shall remain the same.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby authorizes and directs the Vice-Mayor to execute the First Amendment to the Agreement for security services between the Town and the Contractor, a copy of which is attached hereto and incorporated herein as Exhibit A.

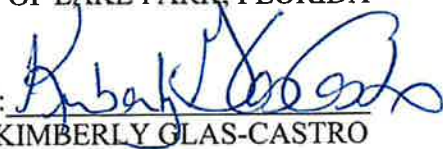
Section 3. This Resolution shall become effective upon execution.

The foregoing Resolution was offered by Commissioner Taylor, who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>1</u>	—
COMMISSIONER JOHN LINDEN	<u>1</u>	—
COMMISSIONER ROGER MICHAUD	<u>Absent</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>1</u>	—

The Town Commission thereupon declared the foregoing Resolution 17-03-23 duly passed and adopted this 1 day of March, 2023.

TOWN OF LAKE PARK, FLORIDA

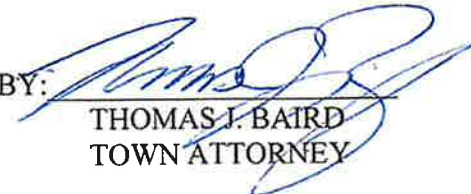
BY: 
KIMBERLY GLAS-CASTRO
VICE-MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND UNITED SPECIAL PATROL, INC. D/B/A UNITED K9 SPECIAL PATROL

THIS FIRST AMENDMENT to the Agreement between the Town of Lake Park (Town), 535 Park Avenue, Lake Park, Florida 33403 and United Special Patrol, Inc. d/b/a United K9 Special Patrol (Contractor), 535 Royal Palm Beach Blvd., Royal Palm Beach, Florida 33411 (the Agreement) , is entered into this 1 day of March, 2023.

RECITALS

WHEREAS, the Town is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town and Contractor entered into the Agreement whereby Contractor agreed to provide certain security services to the Town at the Lake Park Harbor Marina (Marina); and

WHEREAS, Contractor has agreed to provide additional security services at Lake Shore and Kelsey Parks based upon the hourly rate of \$21.00 which is the same hourly rate as is contained in the Agreement; and

WHEREAS, the Town and Contractor have agreed to amend the Agreement to provide additional security services, specifically, the responsibility of locking the public restrooms at Lake Shore and Kelsey Parks each evening and unlocking those restrooms on Saturday, Sunday, and Town holiday mornings; and

WHEREAS, all of the other terms contained in the Agreement remain applicable.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

I. Contractor Requirements

1. Section I.1.B of the Agreement is amended to as follows:

I. Contractor Requirements

The Contractor shall provide all management, supervision, labor, materials, vehicles (**including golf cart**) necessary to provide full building and site security services as described herein for the Marina, including, but not limited to, the following duties and tasks:

- A. Licensure:** Contractor and all agents and employees must be licensed by the Florida Department of Agricultural and Consumer Services, Division of Licensing as required by Florida Statutes Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.

B. Security

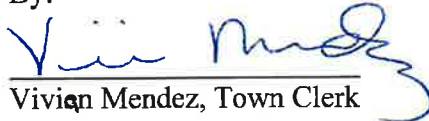
- Contractor shall provide one (1) on-site, uniformed security guard with golf cart at the Marina during the shift hours noted herein. The marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April 1 through October 31). During the winter months (November 1 through March 31) from 8:00 PM until 6:00 AM. The Town of Lake Park reserves the right to add other possible locations, and to modify the required hours of service during the term of the contract.
- The Contractor shall assign uniformed security guards to lock and unlock the restrooms and tennis courts at Lake Shore and Kelsey Parks at hours and days as directed by the Town. Such services shall be billed at Contractor's current hourly rate of \$21 per hour. Contractor shall bill the Town for one hour of service for those days that the public restrooms and public tennis courts need to be unlocked, and for one half hour for those days when the restrooms and tennis courts are to only be locked at night.
- The on-site security guard is required to make and electronically document (using a "Security Guard Tour Monitoring Tracking System" or approved equivalent) one (1) round of the premises during each shift. The mapping log illustrating these rounds along with a Daily Activity Report must be submitted to the Marina Representative at the conclusion of every shift.
- Contractor shall follow Marina security procedures including clocking in and out, opening and closing, the route to be followed, emergency notification protocols, etc.

IN WITNESS THEREOF, the parties hereto have made and executed this First Amendment to the Agreement on this 1 day of March, 2023

TOWN OF LAKE PARK

ATTEST:

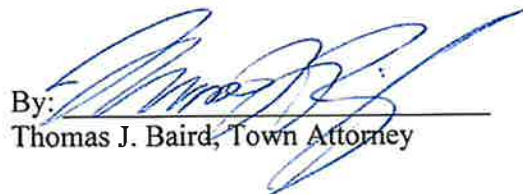
By:


Vivian Mendez, Town Clerk

By:


Kimberly Glas-Castro, Vice Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Thomas J. Baird, Town Attorney



CONTRACTOR: UNITED SPECIAL PATROL D/B/A
UNITED K9 SPECIAL PATROL:

By: William Hummer
Its: Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ✓ physical presence or
online notarization this 8th day of March, 2023 by William Hummer of United
Special Patrol, Inc. d/b/a United K9 Special Patrol, a Florida corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ as identification

(Notary Seal)



Donna Pirrotta
Notary Public of Florida

DONNA PIRROTTA

RESOLUTION NO. 82-11-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH UNITED SPECIAL PATROL, INC. D/B/A UNITED K9 SPECIAL PATROL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (Town) is a municipality with those powers enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the Town Commission has previously determined that there is a need for security services at its Lake Park Harbor Marina (the Marina); and

WHEREAS, the Town solicited and pursuant to that solicitation received proposals on October 13, 2022, for security services; and

WHEREAS, United Special Patrol d/b/a United K9 Special Patrol (United K9) submitted a proposal in response to the Town's solicitation wherein the United K9 represented that it is qualified, able and willing to satisfactorily provide security services at the Marina; and

WHEREAS, the Town Commission finds that United K9's proposal is acceptable and the Commission has agreed to enter into a contract with United K9; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract;

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

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the agreement with United Special Patrol, Inc. d/b/a United K9 Special Patrol, a copy of which is attached hereto and incorporated herein as Exhibit 'D'.

Section 3. This Resolution shall take effect upon execution.

The foregoing resolution was offered by _____

Who moved its adoption. The motion was seconded by _____

And upon being put to a roll call vote, the vote was as follows:

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

The Town Commission thereupon declared the foregoing Resolution No. /11/2022
duly passed and adopted this 16th day of November, 2022.

TOWN OF LAKE PARK, FLORIDA

BY: _____
MICHAEL O'ROURKE, MAYOR

ATTEST:

VIVIAN MENDEZ, TOWN CLERK

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD, TOWN ATTORNEY

CONTRACT FOR SECURITY SERVICES

This contract for security services at the Lake Park Harbor Marina (Contract), is made this day of _____, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the “TOWN”, and United Special Patrol, Inc., dba United K9 Special Patrol, hereinafter designated as the “CONTRACTOR”.

RECITALS:

WHEREAS, the TOWN is a municipality with those powers enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the TOWN has previously determined that there is a need for security services at its Lake Park Harbor Marina (the Marina); and

WHEREAS, the TOWN solicited and pursuant to that solicitation received proposals on October 13, 2022 for security services; and

WHEREAS, the CONTRACTOR submitted a proposal in response to the TOWN’S solicitation wherein the CONTRACTOR has represented that it is qualified, able, and willing to satisfactorily perform security services at the Marina; and

WHEREAS, the TOWN has found the CONTRACTOR’S proposal to be acceptable and the Commission has agreed to enter into a contract with CONTRACTOR; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT.

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

Services

I. General

1. The TOWN shall appoint a representative to determine if the services are being performed in accordance with the contract requirements. The TOWN's representative will judge the acceptability of the services and have the authority to disapprove or reject any services judged to be inadequate or unsatisfactory.
2. The Contractor shall appoint a representative to serve as liaison between the contractor and TOWN's representative.
3. Contractor shall present to the TOWN, one week prior to commencement of contract, the names, licenses, and qualifications of the personnel assigned to work as security officers under this contract. The TOWN shall be notified, in advance, of any staffing or personnel changes made to the work roster at the marina.
4. Contractor shall patrol the premises utilizing a "Security Guard Tour Monitoring Tracking System" or approved equivalent furnished by contractor that shall provide mapping logs of officers' daily tours along with a Daily Activity Report of that day's tour.
5. Contractor shall provide Marina via email or other electronic means with a legible Daily Activity Report and incident reports after completion of each shift. All logs or incident reports shall be typed in standard business English and shall be completely legible, and must include documentation that all rounds were completed as required herein.
6. The contractor shall provide all supervision, labor, tools, vehicles, and equipment necessary to complete all services.
7. Security guards shall be awake and alert at all times, and able to respond to alarms and emergency situations without delay. Prohibited activities shall include but not be limited to: abandoning an assigned post without proper approval or relief; sleeping; consumption of alcohol or prohibited substances; patrolling with unauthorized persons while in the performance of their regular duties.

II. Contractor Requirements

1. The contractor shall provide all management, supervision, labor, materials, vehicles (**including golf cart**) necessary to provide full building and site security services as described herein for the Marina, including, but not limited to, the following duties and tasks:
 - A. **Licensure:** Contractor and all agents and employees must be licensed by the Florida Department of Agricultural and Consumer Services, Division of Licensing as required by Florida Statutes Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.
 - B. **Security**
 - Contractor shall provide one (1) on-site, uniformed security guard with golf cart at the Marina during the shift hours noted herein. The marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April 1 through October 31). During the winter months (November 1 through March 31) from 8:00 PM until 6:00 AM. The Town of Lake Park reserves the right to add other possible locations, and to modify the required hours of service during the term of the contract.
 - The on-site security guard is required to make and electronically document (using a "Security Guard Tour Monitoring Tracking System" or approved equivalent) one (1) round of the premises during each shift. The mapping log illustrating these rounds along with a Daily Activity Report must be submitted to the Marina Representative at the conclusion of every shift.
 - Contractor shall follow Marina security procedures including clocking in and out, opening and closing, the route to be followed, emergency notification protocols, etc.
 - C. **Safety / Training**
 - The contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR and AED operation, and general emergency procedures. In the event of a confrontation with members, no force shall be permitted. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated law enforcement

arrives on site. Each incident shall be fully documented in writing and submitted immediately to the Marina representative by the contractor and reviewed by the TOWN on a case by case basis.

- The contractor shall provide to all of its employees serving at the Marina training in the following areas: general duties, patrol procedures, communication, safety, first aid, legal issues, and emergency procedures (fire, medical, disaster, vessel sinking, etc.). The contractor shall provide supervisory training to all supervisors responsible for Marina security guards.
- Training shall be provided in accordance with industry standards, and shall include such areas as conflict resolution, customer service, sensitivity, and use of force

D. Emergencies

- All calls of an emergency nature must be reported to the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) by calling 911. Security guards must carry with them at all times the communications devices necessary to make these emergency calls.
- Contractor shall also instruct its employees to call the appropriate Town/County/State emergency personnel, and the Marina Director/Dockmaster to report emergencies, unusual situations (i.e. trespassing, vandalism, vessel & building burglary and invasion, loitering, criminal mischief, unauthorized persons or unusual circumstances, fire, vessel sinking, fuel spill, alarms, etc.).

E. Uniforms/Equipment

1. The contractor shall provide the following items for security service:
 - Complete uniforms for personnel that present a professional image. The uniforms shall be of consistent color, appearance, and in good condition. The uniform shall only be worn on Marina property when the security guard is on official duty or in transit between residence and the job site.
 - Communication between security guards and Marina management is required. Cell phones shall be provided to security guards by contractor at no expense to the TOWN.
 - Use of TOWN property (including telephones, camera equipment, etc.) shall be used for official business in the performance of the contract only. TOWN property shall not be used for any manner of personal advantage, business gain, or other personal endeavor by the contractor or the contractor's agents or employees. The contractor shall take all necessary measures to protect and secure the TOWN's property.

F. Required Security Guard Qualifications

1. Personnel shall be able to perform the duties and responsibilities of a security guard and be professionally mature to perform security guard duties as prescribed. The following requirements shall not be considered to be all-inclusive but are to be used as minimum guidelines for the quality and experience level of the security guard required for this contract.
 - A minimum of two (2) years of employment as a security guard;
 - Ability to deal effectively with all segments of the public; relate well to people; and remain courteous and professional in all dealings with the public;
 - Ability to establish and maintain effective working relationships with others;
 - Experience and professional maturity to enable them to make accurate and concise observations;
 - Ability to respond calmly and appropriately to emergency situations and determine a proper course of action;
 - Ability to recognize dangerous or potentially dangerous situations and to take effective action;
 - Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
 - Ability to communicate orally and in writing using standard business English;
 - Ability to work outside in all weather conditions;
 - Ability to maintain accurate records;
 - Ability to work without close supervision and to make independent, logical, professional decisions;

- Documentation that the security guard has passed a criminal background investigation. The Town of Lake Park reserves the right to review the history of each security guard assigned to ensure that the background investigation has been conducted satisfactorily;
- Certification in first aid, CPR and use of automated external defibrillator (AED).

G. Pre-Commencement Meeting

1. A mandatory pre-commencement meeting shall be held prior to the start of the contract. The contractor shall offer to the TOWN their plan for providing optimum security coverage for the Marina property, its customers and vessels, and the public. The scope of responsibility and authority of the security guards posted shall be reviewed. The contractor shall immediately notify the TOWN of any deviation from the agreed upon security plan.

H. Enforcement

- All security services performed and equipment provided for this work shall be subject to review and inspection by the TOWN. The TOWN reserves the right to inspect ongoing security during any period for quality assurance purposes.
- The TOWN shall reserve the right to determine whether an adequate level of security and supervision is being maintained. Services found to be deficient or incomplete or not accomplished as required by contract will be reported to the contractor for appropriate action. Failure to effect appropriate corrective action in a timely manner shall constitute sufficient cause for contract termination.
- The TOWN has the authority to point out deficiencies in service and require corrective action by the contractor, including but not limited to additional training, or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to contractor for corrective action.

I. Post-Award Review

- Prior to performance commencing under the contract, the Marina Director/Dockmaster and the contractor shall conduct an on-site in-depth review of the contract requirements to include, but not be limited, to the following:
 - A. Policies and specific procedures for responding to emergency alarms and situations; natural disasters; HAZMAT; and medical emergencies at the marina.
 - B. Floor plans and aerial maps of the facilities and property showing alarm systems, utility shut-off valves and switches, and special instructions pertaining to security controls.
 - C. Requirements for contract security guard and supervisor eligibility such as training and safety requirements, prior approval requirements, and proper uniform code.
 - D. Patrol and post requirements and procedures.

Term

- I. Unless extended or terminated, the term of this contract shall commence upon the execution by both parties and shall continue for a term of two (2) years, with three (3) one year options to renew by either party.

Compensation

- I. Compensation shall not exceed \$ 21.00 per hour for regular service and \$ 31.50 per hour for holidays which shall be invoiced to the TOWN by the CONTRACTOR on a monthly basis. Such invoices must make reference to the Purchase Order number authorizing the service. All services are subject to inspection prior to payment by the TOWN. Services that do not meet the scope of work will be rejected.

Insurance Requirements

- I. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum amounts of liability:
 - WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS' LIABILITY LIMITS shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.
 - COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.
 - BUSINESS AUTO LIABILITY with minimum limits of One Million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- II. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- III. All certificates of insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN, at its discretion, may require the CONTRACTOR to provide a complete certified copy of the insurance policy(s).
- IV. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the state of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.
- V. All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.
- VI. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional insured shall not apply to TOWN.
- VII. Violation of the terms of this section shall constitute a material breach of the Contract by CONTRACTOR and the TOWN, at its sole discretion, may cancel the contract and all rights, title, and interest of the CONTRACTOR shall thereupon cease and terminate.

Indemnification

- I. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its elected and appointed officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants, or employees.
- II. The CONTRACTOR is not required to indemnify the TOWN, its elected officials, agents, servants, or employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed officials, agents, servants, or employees. The terms of this section shall survive completion of all services, obligations, and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- III. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR.
- IV. Nothing in this Contract shall be construed to be intended as a waiver of the sovereign immunity conferred upon the TOWN by § 768.28, Florida Statutes.

Personnel

- I. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- II. All of the services required hereunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized, or permitted under state and local law to perform such services.
- III. The CONTRACTOR warrants that all services shall be performed by skilled, licensed, and competent personnel to the highest professional standards in the field.
- IV. All of the CONTRACTOR'S personnel while on TOWN'S premises, shall comply with all of TOWN'S requirements governing conduct, safety, and security.

Governing Law and Venue

- I. The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

Contract Amendments

- I. This Contract may only be amended by a written amendment executed by both of the parties.

No Assignment

- I. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without obtaining the prior written authorization of the TOWN.

Attorney's Fees

- I. If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

Compliance with Laws

- I. The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

Independent Contractor Status

- I. The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to perform similar services to others.

Integration

- I. This Contract states the entire understanding between the parties and supersedes any written or oral representation, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements, or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors of interest.

Termination for Convenience of Town

- I. Upon thirty (30) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. In the event the CONTRACTOR elects to terminate the Contract, it shall give the TOWN sixty (60) calendar days written notice of its intention to do so by certified mail, return receipt requested.

Non-Exclusivity

- I. The award of this Contract shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such actions to be in the TOWN'S best interest.

Funding

- I. In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

Right to Audit

- I. The TOWN reserves the right to audit the CONTRACTOR'S records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

Public Entity Crimes

- I. As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its employees, affiliates, suppliers, subcontractors, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Notices

- I. All notices to the TOWN shall be sent to the following address:

Attention: Lake Park Harbor Marina Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

All invoices to the TOWN shall be sent to the following address:

Attention: Accounts Payable, Finance Department
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

All notices to the CONTRACTOR shall be sent to the following address:

Public Records

- I. With respect to public records, the Consultant/Vendor is required to:
- Keep and maintain public records required by the TOWN to perform the service.
 - Upon request of the TOWN'S custodian of public records, provide the TOWN with such records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
 - Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following the completion of this Agreement if the Consultant/Vendor does not transfer the records which are part of this Agreement to the TOWN.
 - Upon completion of the terms of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the Consultant/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant/Vendor transfers all public records to the TOWN upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Consultant/Vendor keeps and maintains public records upon the completion of the term of the Agreement, the Consultant/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
 - IF THE CONSULTANT/VENDOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Town Clerk, 535 Park Avenue, Lake Park, FL 33403; (561) 881-3311; or at townclerk@lakeparkflorida.gov.

Waiver

- I. Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN's right to enforce or exercise said right(s) at any time.

Preparation

- I. This Contract shall not be construed more strongly against either party regardless of who was responsible for its preparation.

Severability

- I. Should any part, term, or provision of this Contract be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month, and year first above written.

ATTEST

THE TOWN OF LAKE PARK

By: _____

Vivian Mendez, Town Clerk, CMC

By: _____

Michael O'Rourke, Mayor

APPROVED AS TO FORM, AND LEGAL SUFFICIENCY:

By: _____

Thomas J. Baird, Town Attorney

CONTRACTOR

By: _____

Its: _____

SWORN TO and subscribed before me this _____ day of _____ 2022.

(Notary Seal)

Notary Public

My Commission expires: _____



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2025
Originating Department: Public Works
Agenda Title: Resolution 87-11-25 – Approval of Evaluation Committee Ranking and Authorization to Negotiate – RFQ #115-2025 – Professional Engineering & Design Services for the 10th Street Road and Green Infrastructure Improvements Project

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

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

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

Attachments: 1) Resolution Authorizing Public Works to Negotiate for Professional Engineering & Design Services
2) Evaluation Committee Meeting Minutes for RFQ #115-2025

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

Summary Explanation/Background:

The Public Works Department recommends that the Town Commission approve the Evaluation Committee's ranking for the Request for Qualifications (RFQ #115-2025) for Professional Engineering and Design Services for the 10th Street Road and Green Infrastructure Improvements Project.

The RFQ was issued on August 25, 2025, and closed on September 30, 2025. Following the closing of the RFQ, the Town received qualification packages from the following firms:

- Baxter & Woodman, Inc.
- Civil Works, Inc.

The RFQ was publicly advertised in accordance with the Town's Purchasing Code and the Florida Consultants' Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes. The Evaluation Committee reviewed and scored all submittals based on published evaluation criteria including experience, technical approach, staffing, past performance, and references.

The final ranking is as follows:

1. Baxter & Woodman, Inc.
2. Civil Works, Inc.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ #115-2025, published addenda, and the RFQ advertisement, as required.

Approval of this recommendation will authorize staff to negotiate a scope of services and fee with Baxter & Woodman, Inc., the top-ranked firm, for subsequent consideration by the Town Commission.

Recommendation:

I move to approve Resolution 87-11-25 accepting the Evaluation Committee's ranking of firms for RFQ #115-2025 and authorizing the Public Works Director to negotiate with Baxter & Woodman, Inc. for Professional Engineering and Design Services related to the 10th Street Road and Green Infrastructure Improvements Project.

RESOLUTION 87-11-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ACCEPTING THE EVALUATION COMMITTEE’S RANKING OF FIRMS FOR RFQ #115 – 2025 [REQUEST FOR QUALIFICATIONS – PROFESSIONAL ENGINEERING & DESIGN SERVICES FOR THE 10TH STREET ROAD AND GREEN INFRASTRUCTURE IMPROVEMENTS PROJECT AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE WITH THE TOP-RANKED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”), issued a Request for Qualifications (RFQ #115-2025) on August 25, 2025, for Professional Engineering and Design Services for the 10th Street Road and Green Infrastructure Improvements Project, in accordance with the Consultants’ Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes; and

WHEREAS, the RFQ was publicly advertised and closed on September 30, 2025, at 2:00 p.m., and qualification packages were received from the following firms:

Baxter & Woodman, Inc.

Civil Works, Inc.

WHEREAS, the Evaluation Committee reviewed all qualification packages and scored them based on the published criteria, including professional experience, technical approach, project team qualifications, and past performance; and

WHEREAS, the evaluation committees final ranking is as follows:

Baxter & Woodman, Inc.

Civil Works, Inc.

WHEREAS, the Town Commission has reviewed the Evaluation Committee’s ranking and finds it in the best interest of the Town to accept the recommendation and authorize negotiations with the top-ranked firm;

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

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

Section 2. The Town Commission hereby accepts the Evaluation Committee’s ranking of firms for RFQ #115-2025 – Professional Engineering and Design Services for the 10th Street Road and Green Infrastructure Improvements Project.

Section 3. The Public Works Director is hereby authorized to negotiate a scope of services and fee with Baxter & Woodman, Inc., the top-ranked firm, and to present the proposed agreement to the Town Commission for approval at a future meeting.

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



Minutes
Town of Lake Park, Florida
Professional Engineering and Design Services
For the 10th Street Road and Green Infrastructure Improvements
Evaluation Committee Meeting RFQ 115-2025
Monday, October 13, 2025 11:00 A.M.
Town Hall Commission Chamber, 535 Park Avenue

The Evaluation Committee Meeting was conducted on Monday, October 13, 2025 at 11:00 A.M. Present were Capital Projects Manager and Committee Chair John Wille, Deputy Town Clerk Laura Weidgans and the following Committee Members; Dwayne Bell Operations Manager; Merrell Angstreich, Grants Writer/ Chief Public Information Officer; Anders Viane, Town Planner; Jaime Morales, Public Works Director.

There were two individuals in attendance at the meeting (Exhibit B).

Deputy Town Clerk Weidgans called the meeting to order at 11 A.M. Each Committee Member announced their scores for each submitter (Exhibit A). The total scores are as follows;

Baxter & Woodman 489 points total
 Civil Works, Inc 471 points total

ADJOURNMENT:

The Evaluation Committee Meeting was adjourned at 11:08 A.M.

Laura
Weidgans

Digitally signed by Laura Weidgans
 DN: cn=Laura Weidgans, o=Town of
 Lake Park, ou=Deputy Town Clerk,
 email=lweidgans@lakeparkflorida.go
 v, c=US
 Date: 2025.10.13 11:55:59 -04'00'

Deputy Town Clerk
 Laura Weidgans

**RFQ #115 2025 Professional Engineering & Design Services for the
10th Street Road and Green Infrastructure Improvements**

EVALUATION AND SCORING SHEET

Evaluation Category	Baxter & Woodman	Civil Works
PART 1		
Completion of Proposal Submittal Form (5 pts)	_____ 5	_____ 5
Includes: BF 1 - Bid Form Signature Page - Acknowledge Addenda		
Exhibit A - Scope of Work (5 pts)	_____ 5	_____ 5
Includes: BF 2 - Acknowledge Scope of Work Page		
Firms Qualifications & Experience & Personnel		
Includes: BF 3		
Expertise / Experience of Firm Personnel & Sub-consultants (25 pts)	_____ 25	_____ 25
- Staffing Organizational Chart - Key Personnel Resumes		
Relevant Engineering and Design Experience (40 pts)	_____ 40	_____ 40
Licenses / Insurances / References (5 pts)	_____ 5	_____ 5
Narrative of Availability and Schedule Capacity (15 pts)	_____ 15	_____ 10
- Key Operations Location		
Inclusion of Required Forms (5 pts)	_____ 5	_____ 5
Includes: BF 4 - Exhibit E - Anti-Kickback Affidavit BF 5 - Exhibit F - Non-Collusion Affidavit BF 6 - Exhibit G - Conflict of Interest Disclosure Form		

Total Score: _____ 100 _____ 95

Ranking _____ 1 _____ 2

Evaluator:

Anders Viane

10-13-25

Written Name:

Date:

Anders Viane

Signature

**RFQ #115 2025 Professional Engineering & Design Services for the
10th Street Road and Green Infrastructure Improvements**

EVALUATION AND SCORING SHEET

Evaluation Category	Baxter & Woodman	Civil Works
PART 1		
Completion of Proposal Submittal Form (5 pts) Includes: BF 1 - Bid Form Signature Page - Acknowledge Addenda	<u>5</u>	<u>5</u>
Exhibit A - Scope of Work (5 pts) Includes: BF 2 - Acknowledge Scope of Work Page	<u>5</u>	<u>4</u>
Firms Qualifications & Experience & Personnel Includes: BF 3 Expertise / Experience of Firm Personnel & Sub-consultants (25 pts) - Staffing Organizational Chart - Key Personnel Resumes	<u>24</u>	<u>23</u>
Relevant Engineering and Design Experience (40 pts)	<u>39</u>	<u>37</u>
Licenses / Insurances / References (5 pts)	<u>5</u>	<u>5</u>
Narrative of Availability and Schedule Capacity (15 pts) - Key Operations Location	<u>14</u>	<u>13</u>
Inclusion of Required Forms (5 pts) Includes: BF 4 - Exhibit E - Anti-Kickback Affidavit BF 5 - Exhibit F - Non-Collusion Affidavit BF 6 - Exhibit G - Conflict of Interest Disclosure Form	<u>5</u>	<u>5</u>

Total Score:

47

42

Ranking

1

2

Evaluator:

Jaime S. Morales

10-07-25

Written Name:

Date:

Signature

Jaime S. Morales

**RFQ #115 2025 Professional Engineering & Design Services for the
10th Street Road and Green Infrastructure Improvements**

EVALUATION AND SCORING SHEET

Evaluation Category	Baxter & Woodman	Civil Works
<u>PART 1</u>		
Completion of Proposal Submittal Form (5 pts)	<u>5</u>	<u>5</u>
Includes: BF 1 - Bid Form Signature Page - Acknowledge Addenda		
Exhibit A - Scope of Work (5 pts)	<u>5</u>	<u>5</u>
Includes: BF 2 - Acknowledge Scope of Work Page		
Firms Qualifications & Experience & Personnel		
Includes: BF 3		
Expertise / Experience of Firm Personnel & Sub-consultants (25 pts)	<u>25</u>	<u>25</u>
- Staffing Organizational Chart - Key Personnel Resumes		
Relevant Engineering and Design Experience (40 pts)	<u>40</u>	<u>35</u>
Licenses / Insurances / References (5 pts)	<u>5</u>	<u>5</u>
Narrative of Availability and Schedule Capacity (15 pts)	<u>14</u>	<u>12</u>
- Key Operations Location		
Inclusion of Required Forms (5 pts)	<u>4</u>	<u>5</u>
Includes: BF 4 - Exhibit E - Anti-Kickback Affidavit BF 5 - Exhibit F - Non-Collusion Affidavit BF 6 - Exhibit G - Conflict of Interest Disclosure Form		
Total Score:	<u>98</u>	<u>92</u>
Ranking	<u>1</u>	<u>2</u>

Evaluator:

Merrell Angstreich

10.13.25

Written Name:

Date:

Signature

Merrell Angstreich

**RFQ #115 2025 Professional Engineering & Design Services for the
10th Street Road and Green Infrastructure Improvements**

EVALUATION AND SCORING SHEET

Evaluation Category	Baxter & Woodman	Civil Works
<u>PART 1</u>		
Completion of Proposal Submittal Form (5 pts)	<u>5</u>	<u>5</u>
Includes: BF 1 - Bid Form Signature Page ✓ - Acknowledge Addenda ✓		✓
Exhibit A - Scope of Work (5 pts)	<u>5</u>	<u>5</u>
Includes: BF 2 - Acknowledge Scope of Work Page ✓		✓
Firms Qualifications & Experience & Personnel		
Includes: BF 3		
Expertise / Experience of Firm Personnel & Sub-consultants (25 pts)	<u>25</u>	<u>25</u>
- Staffing Organizational Chart ✓		
- Key Personnel Resumes ✓		
Relevant Engineering and Design Experience (40 pts)	<u>38</u>	<u>35</u>
Licenses / Insurances / References (5 pts) ✓	<u>5</u>	<u>5</u>
Narrative of Availability and Schedule Capacity (15 pts)	<u>12</u>	<u>12</u>
- Key Operations Location ✓		✓
Inclusion of Required Forms (5 pts)	<u>5</u>	<u>5</u>
Includes: BF 4 - Exhibit E - Anti-Kickback Affidavit ✓		✓
BF 5 - Exhibit F - Non-Collusion Affidavit ✓		✓
BF 6 - Exhibit G - Conflict of Interest Disclosure Form ✓		✓
Total Score:	<u>95</u>	<u>92</u>
Ranking	<u> </u>	<u> </u>

Evaluator:

Written Name:

Signature

Date:

JOHN WILLE

10/13/2025

**RFQ #115 2025 Professional Engineering & Design Services for the
10th Street Road and Green Infrastructure Improvements**

EVALUATION AND SCORING SHEET

Evaluation Category	Baxter & Woodman	Civil Works
PART 1		
Completion of Proposal Submittal Form (5 pts)	<u>5</u>	<u>5</u>
Includes: BF 1 - Bid Form Signature Page - Acknowledge Addenda		
Exhibit A - Scope of Work (5 pts)	<u>5</u>	<u>5</u>
Includes: BF 2 - Acknowledge Scope of Work Page		
Firms Qualifications & Experience & Personnel		
Includes: BF 3		
Expertise / Experience of Firm Personnel & Sub-consultants (25 pts)	<u>24</u>	<u>25</u>
- Staffing Organizational Chart		
- Key Personnel Resumes		
Relevant Engineering and Design Experience (40 pts)	<u>40</u>	<u>40</u>
Licenses / Insurances / References (5 pts)	<u>5</u>	<u>5</u>
Narrative of Availability and Schedule Capacity (15 pts)	<u>15</u>	<u>15</u>
- Key Operations Location		
Inclusion of Required Forms (5 pts)	<u>5</u>	<u>5</u>
Includes: BF 4 - Exhibit E - Anti-Kickback Affidavit		
BF 5 - Exhibit F - Non-Collusion Affidavit		
BF 6 - Exhibit G - Conflict of Interest Disclosure Form		
Total Score:	<u>99</u>	<u>100</u>
Ranking	<u>2nd</u>	<u>1st</u>


Evaluator: Dwayne Bell, Sr. 10/13/2025

Written Name:

Date:

Signature

Exhibit B

		Project # 115-2025			DATE/TIME: 10/13/25
PROJECT: 10th St Road & Green Infrastructure Improvements					11am
Evaluation Committee Meeting Sign-in Sheet					
	CONTACT NAME & COMPANY	ADDRESS	PHONE	FAX	EMAIL ADDRESS
1	Jeff Hiscock Baxter + Woodman	1601 Forum Dr.	561-425-7760		jhiscock@baxterwoodman.com
2	Rox Sellers	1601 Forum Dr	561-822-7265		rsellers@baxterwoodman.com
3					
4					
5					
6					
7					
8					
9					
10					
11					



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 05, 2025
Originating Department: Finance
Agenda Title: Resolution 88-11-25 – Agreement - Real Estate Appraisal Services – Walter Duke + Partners - Marina P3 Project - \$17,000

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

Cost of Item: \$17,000 **Funding Source:** Professional Fees
001-519-115-
Account Number: 31000 **Finance Signature:** Barbara A. Gould

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

Attachments: Agreement – Town of Lake Park and Walter Duke + Partners
Resolution 88-11-25

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

Summary Explanation/Background:

The Finance Department has identified the need for obtaining financial expertise within the area of real estate appraisal services relating to valuing the Town's property within the Marina P3 Project's Comprehensive Agreement that was previously approved by the Town (Resolution 48-07-23 – August 2, 2023).

Currently, at the direction/request of the Town's Marina P3 Project Developer, Forest Development, following the Town Commission's determination (on August 6, 2025) to not move forward with the Governor and Cabinet meeting regarding the amendment(s) to the State of Florida's TIIF Deed Restrictions within the Marina and to pause on all pending permits associated with the Marina P3 Project to enable staff and the Town Attorney to work with the developer on amending the P3 Project Comprehensive Agreement, including the critical path that is significantly delayed.

Within the Town's draft, proposed amendments to the Marina P3 Comprehensive Agreement that are expected to be provided to the Developer within the next 30 to 45 days, the Town is working to revise four (4) main areas of the Project's Agreement and/or Leases, including:

1. Revise Long-term financial contributions to the Town to ensure the financial viability of the project and fairly value the Town's property over the term of the proposed Agreement and Ground Leases
2. Revise the Ground Leases (i.e., terms, etc.) to provide the Town with the opportunity to address various aspects of the Agreement in the future as well as to ensure local, public access and Town input
3. Ensure that the Town Commission is included within the design/planning of the project prior to PUD Master Plan and Site Plan(s) approval
4. Approve various operational and management agreements:
 - a. Marina Operating Agreement
 - b. Rights-of-Way Maintenance & Repair Agreement
 - c. Open Space Maintenance & Repair Agreement

Other important changes (more favorable terms to the Town) expected to be proposed within the Agreement include: determination of the property requested to be removed from the State of Florida's Trustees of the Internal Improvement Trust Fund (TIITF) deed restrictions, clarification of decision making by the Town Commission regarding Town property; ensuring that there are firm and consequential deadlines to complete the various components outlined within the Agreement; assurance that all financial statements must be provided at a specified time (eliminate the ambiguous periodic requirement); long-term maintenance funding, etc.

Town staff had hoped to work with the developer through these issues during meetings and discussions; however, the Developer was very strong in their conversation that they did not want to negotiate against themselves and required the Town to put our proposed changes in writing. Thus, we are proceeding with a full review of the Comprehensive Agreement to ensure that we have an Agreement that, if agreed upon by both parties, would be more fair to the Town than what is currently in place.

Additionally, staff is pursuing the opportunity to work with Walter Duke + Partners, a local real estate brokerage group (with the specialty of working with local governments) that maintains significant experience with valuing marinas and surrounding properties to ensure that the Town receives/requests upfront and long-term funding that is fair for the use of this incredible Town property.

As a result, staff is recommending engaging with this firm to assist in making/identifying an appropriate and fair financial determination for the Town's property that is included within the Marina P3 Project.

If approved, the Town will accept Walter Duke + Partners pricing including all terms, conditions, and pricing therein. The proposed Agreement would be to complete the proposed scope of work within an estimated three (3) month period. The Town will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Funding to support this service is available within the adopted FY 2026 Budget. The total cost is proposed to be \$17,000 (plus follow-up and/or legal-related services as provided within the proposed engagement letter and agreement).

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

This division shall not apply to:

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

The proposed agreement was prepared by Water Duke + Partners and reviewed by the Marina Director, Town Planner, Finance Director and Town Attorney.

The Town has not previously worked with Walter Duke + Partners; however, this firm has been recommended by the Town's Attorney as they have utilized this firm previously and they have provided a quality product and good customer service.

Note: The proposed firm does have a current working relationship with law firm representing the Marina P3 Project Development team; however, the Developers Attorney has verbally noted that he does not believe that there is a conflict, and, after speaking with the proposed vendor, nor does the Town's Attorney.

Recommendation:

I move to approve Resolution 88-11-25 authorizing the Town of Lake Park to enter into an Agreement with Walter Duke + Partners for the provision of real estate appraisal services related to the Marina P3 Project, in the amount of \$17,000 (plus follow-up and/or legal-related services as provided within the proposed engagement letter and agreement); and authorize the Mayor to execute the proposed Agreement.

RESOLUTION 88-11-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH WALTER DUKE + PARTNERS FOR REAL ESTATE APPRAISAL PROFESSIONAL SERVICES FOR THE MARINA RELATING TO THE P3 AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered to enter into contractual arrangements with private corporations or other persons for professional services; and

WHEREAS, in the course of providing service to its residents, the Town requires the services of a professional consultant providing Real Estate Appraisal Services for the marina relating to the P3 agreement; and

WHEREAS, the parties have agreed to a three-month agreement with Walter Duke + Partners for services to the TOWN; and

WHEREAS, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into an agreement with Walter Duke + Partners.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The TOWN Commission hereby authorizes and directs the Mayor to execute an agreement with Walter Duke + Partners to provide Professional Real Estate Appraisal services related to the Marina and the P3, a copy of which is attached hereto and incorporated herein as Exhibit A, Professional Services Agreement.

Section 3. This Resolution shall be effective upon execution.

WALTER DUKE + PARTNERS

COMMERCIAL REAL ESTATE VALUATION

Walter B. Duke, III, MAI, CCIM
State Certified General Appraiser 375

October 31, 2025

Via Email: bgould@lakeparkflorida.gov

Barbara A. Gould
Finance Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Re: Agreement for Consulting Services in Evaluation of P3 Agreement on Behalf of the Town of Lake Park – Lake Park Harbor Marina Property Comprising Approximately Twelve (12) Acres
103 Lake Shore Drive, Lake Park, FL 33403

Dear Ms. Gould:

On August 2, 2023, the Town of Lake Park (Town) entered into a private public partnership (P3) with Forest Development P3 LPM, LLC, to redevelop the above referenced property. It was approved by the Town Commission by Resolution 48-07-23. The redevelopment includes retail, offices, restaurants, and a hotel; the expansion and reconfiguration of the marina and its boat slips: the relocation of an existing boat ramp; a boat storage facility; and public amenities.

The P3 also includes four 99-year ground leases tied to the Comprehensive Agreement that covers the Hotel component (Pod A) executed January 3, 2024; the Boat Storage component (Pod B) executed May 16, 2024. The Public Marina component (Pod C) executed May 17, 2024; and the Marina Restaurant component (Pod D) executed May 17, 2024. The developer will make annual ground lease payments of \$75,000 for each component or a total of \$300,000 which are anticipated to begin in 2025, once all requirements have been met.

Walter Duke + Partners has expertise in the financial evaluation of commercial real estate with a specialty in assisting local government. The Town of Lake Park is desirous of retaining Walter Duke + Partners to provide a real estate evaluation of the current comprehensive agreement. The goal is to help the town determine the reasonableness and feasibility of the current proposed development and thoughts on areas of concern or potential improvement.

The primary scope of the effort engaged under this agreement will be to review the existing public-private development comprehensive agreement and related documents such as leases, and disposition agreement(s), undertake a financial comparative analysis with other municipalities discussions with you and the Town and high-level review of the provided financial documents and, possibly, pro forma information and/or outreach to industry sources.

This is a complex matter. Walter Duke + Partners will offer a team approach. Our experts have experience in the analysis of modern mixed-use development with a specialty in waterfront properties and marinas, financial analysis and real estate valuation. In all, up to six team members will participate in this analysis.

The analysis will conclude in a written memo that may ultimately serve as back-up material for the Board at a public hearing at which Walter B. Duke, III, will be available for questions and/or provide the Board with a brief presentation. It is anticipated due diligence will take up to three months and will include communication with staff and the possibly the private partner. The fee for this scope of work is **\$17,000**. All post memo services and meetings will be billed at the government rate of **\$250 per hour**.

2860 W State Road 84, Suite 109 | Fort Lauderdale, Florida 33312-4804 | T 954.587.2701 | F 954.587.2702 | WalterDuke.com

Since 1975

Barbara A. Gould
Finance Director
Town of Lake Park
October 31, 2025

Item 5.

Walter Duke + Partners, Inc. provides comprehensive valuation advisory services to a wide range of clients, including governmental agencies, real estate developers, and law firms. The firm possesses extensive experience with Public-Private Partnership (P3) projects and related matters. We confirm that there is no conflict of interest in assisting the Town of Lake Park with this matter.

Also,

1. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.

b. Upon the request of the Town, provide any such public records.

c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.

d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.

e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

I look forward to working with you on this important matter.

Very truly yours,



Walter B. Duke, III, MAI, CCIM
State-Certified General Real Estate Appraiser RZ375

AGREED AND ACCEPTED

Signature

Date

Name (Printed)

Title

2860 W State Road 84, Suite 109 | Fort Lauderdale, Florida 33312-4804 | T 954.587.2701 | F 954.587.2702 | WalterDuke.com

Since 1975

TERMS AND CONDITIONS

1. These Terms and Conditions, between Walter Duke + Partners, Inc. (Consultant) and the Client for whom the referenced service will be performed, shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state of Florida.
2. Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the appraisal fee is not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the appraisal report.
3. Final payment is due and payable upon delivery of the final report.
4. If we are requested to give court testimony, an additional fee will be charged on an hourly basis at our then-prevailing hourly rate. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
5. In the event Client requests additional services beyond the purpose stated in the Agreement, Client agrees to pay an additional charge for such services, plus reimbursement of expenses, whether or not the completed report has been delivered to Client at the time of the request.
6. It is understood that the Client has the right to cancel this assignment at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred, with a minimum charge of \$500.
7. Additional copies of the appraisal reports are available at a cost of \$100 per original color copy and \$50 per photocopy (black and white), plus shipping costs.
8. In the event Client fails to make payments when due and payable, then from the date due and payable until paid the amount due and payable, shall bear interest at the maximum rate permitted in the state in which the office of Appraiser executing the Agreement is located. If Consultant is required to institute legal action against Client relating to the Agreement, Consultant shall be entitled to recover reasonable attorney's fees and costs from Client.
9. Consultant assumes that there are no major or significant items that would require the expertise of a professional building contractor or engineer. If such items need to be considered in Consultant's studies, such services are to be provided by others at a cost which is not a part of the fee proposal.
10. In the event of any dispute between Client and Consultant relating to this Agreement, or Consultants or Client's performance hereunder, Consultant and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Consultant executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover from the losing party its expenses, including the costs of arbitration proceeding, and reasonable attorney's fees.
11. Client acknowledges that Consultant is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Consultant. This assignment shall be deemed concluded and the services hereunder completed upon delivery to Client of the appraisal report discussed herein.
12. All statements of fact in the report which are used as the basis of the Consultant's analyses, opinions, and conclusions will be true and correct to the best of the Consultant's knowledge and belief. The Consultant may rely upon the accuracy of information and material furnished to Consultant by Client.
13. Consultant shall have no responsibility for legal matters, questions of surveyor title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the property analyzed.
14. Client shall provide Consultant with such materials with respect to the Assignment as are requested by Consultant and in the possession or under the control of Client. Client shall provide Consultant with sufficient access to the real property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
15. The data gathered in the course of the Assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Consultant. With respect to data provided by Client, Consultant shall not violate the confidential nature of the Consultant-client relationship by improperly disclosing any confidential information furnished to Consultant. Notwithstanding the foregoing, Consultant is authorized by Client to disclose all or any portion of the report and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Consultant to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
16. Unless specifically noted in the appraisal, we will not be taking into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof. Further, Consultant understands that there is no major or significant deferred maintenance in the property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of this fee proposal.
17. Client shall not indemnify Consultant or hold Consultant harmless unless and only to the extent that the Client misrepresents,

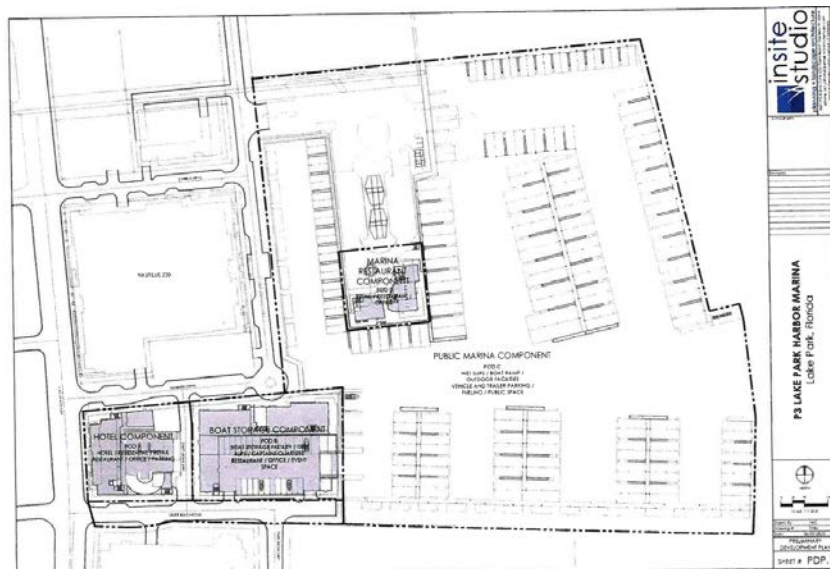
distorts, or provides incomplete or inaccurate appraisal results to others, which acts of the Client proximately result in damage to Consultant. Client shall indemnify and hold Consultant harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the appraisal report to any third party. In the event of any litigation between the parties, the prevailing party to such litigation shall be entitled to recover, from the other, reasonable attorney fees and costs.

18. Please note that Consultant's consent to allow the appraisal report or portions of the report, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at Consultant's reasonable discretion and, if given, will be on condition that Consultant will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Consultant, by a party satisfactory to Consultant. Consultant does consent to Client submission of the complete final report to rating agencies, loan participants or your auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter. Notwithstanding, the Termination Trustee may provide copies of the report to the beneficiaries of the Plan of Termination.

19. Walter Duke + Partners, Inc. shall have no obligation, liability, or accountability to any third party. Any party who is not the Client or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Walter Duke + Partners, Inc. Client shall not include partners, affiliates or relatives of the party named in the engagement letter.

SPECIFIC PROPERTY DATA REQUEST

- Any financial information to development costs or financial projections associated with their proposed development solution **(provided)**
- Copy of any staff summary or report of the applicant's submission **(provided)**
- Any appraisals or other third-party studies pertaining to the property or submissions **(provided)**
- Contact information for the private partner if there are any questions. **(pending)**





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2025
Originating Department: Public Works
Agenda Title: Resolution 89-11-25 – Agreement – Annual Pest Control Services - Town Facilities – Northwest Exterminating Co., LLC - \$14,508.00
Agenda Category (i.e., Consent, New Business, etc.): Consent
Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$14,508.00 **Funding Source:** Contractual Services
Account Number: 001-597-408-34000 **Finance Signature:** Barbara A. Gould

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

Attachments: Resolution 89-11-25
Agreement for Pest Control Services for Town Facilities – Northwest Exterminating Co., LLC
RFQ 130-2025 Request for Quotes and Vendor Proposal

Please initial one:

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

Summary Explanation/Background:

The Public Works Department has identified the need to obtain a qualified contractor to provide monthly pest control services for the following Town facilities:

- Town Hall at 535 Park Avenue
- Town Library at 529 Park Avenue
- Public Works at 640 Old Dixie Highway
- PBSO District 10 at 700 6th Street

As a result, the Town issued a Request for Quotation (RFQ) for pest control services for town facilities (RFQ #130-2025 – October 10, 2025) in accordance with the Town's Procurement Policy. The intent of

this RFQ was to select a qualified contractor to provide pest control services for town facilities for three (3) years, with the option to renew for two (2) additional one-year terms.

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

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

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including RFQ 130-2025 and published addendums, as required.

Staff is recommending that the Town enter into a three (3) year agreement with Northwest Exterminating Co., LLC, in the annual amount of \$4,836 (or \$14,580 total contract).

If approved, the Town Commission would accept Northwest Exterminating Co., LLC's approved pricing, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

Funding to support this project is available within the FY 2026 Budget – General Fund - Account No. 001-597-408-34000.

If approved, the initial agreement will commence on November 5, 2025 and will run until November 5, 2028 with the option to renew for two (2) additional one-year terms.

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

The Town has previously contracted with Northwest Exterminating Co., LLC and they are an established firm with a strong record of performance in the pest control industry.

Recommended Motion:

I move to authorize Resolution 89-11-25 and approve a Pest Control Services Agreement with Northwest Exterminating Co., LLC., in the amount of \$14,508; and authorize the Mayor to execute the proposed Agreement with Northwest Exterminating Co., LLC.

RESOLUTION 89-11-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH NORTHWEST EXTERMINATING CO., LLC FOR PEST CONTROL SERVICES FOR TOWN FACILITIES PURSUANT TO RFQ #130-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town has identified the need for pest control services the following Town facilities: Lake Park Town Hall located, at 535 Park Avenue, Lake Park Library Public Library, located at 529 Park Avenue, Public Works Department, located at 640 Old Dixie Highway, and PBSO District 10, located at 700 6th Street; and

WHEREAS, the Town issued RFQ #130-2025 seeking competitive quotes for pest control services, and Northwest Exterminating Co., LLC submitted the only responsive and responsible quote for the annual amount of \$4,836.00 paid through monthly invoicing. The total three (3) year term amount of \$14,508.00, inclusive of all required labor, materials, delivery, permits, and applicable taxes; and

WHEREAS, the Town Commission desires to fund this purchase through the General Fund Account No. 001-597-408-34000 and proceed with the acquisition in accordance with the Town’s Procurement Policy.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an Agreement with Northwest Exterminating Co., LLC, attached hereto as Exhibit “A,” to provide pest control services for three (3) year term amount of \$14,508.00.

Section 3. Funding for this purchase shall be provided from the General Fund Account No. 001-597-408-34000; any future costs associated with maintenance, warranty, or replacements shall be budgeted in subsequent fiscal years as necessary.

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

AGREEMENT FOR THE PROVISION OF PEST CONTROL SERVICES FOR TOWN FACILITIES

THIS **AGREEMENT** (the “Agreement”) is made and entered into this 5 day of November, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (“Town”), and Northwest Exterminating Co., LLC, 2420 North Andrews Ave Ext, Pompano Beach, FL 33064 (“Contractor”).

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida (“Town”) issued Request for Quotation RFG #130-2025 on October 10, 2025 for pest control services for town facilities; and

WHEREAS, Northwest Exterminating Co., LLC submitted the only responsive and responsible quote in the annual amount of \$4,836.00; and

WHEREAS, the Town Commission finds it in the best interest of the Town to enter into an agreement with Northwest Exterminating Co., LLC for pest control services for town facilities in accordance with the RFQ and the Vendor’s quote; and

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

Scope of Services/Supply – Contractor shall provide pest control services for the following Town facilities: Lake Park Town Hall located, at 535 Park Avenue, Lake Park Library Public Library, located at 529 Park Avenue, Public Works Department, located at 640 Old Dixie Highway, and PBSO District 10, located at 700 6th Street, in accordance with the specifications outlined in RFQ #130-2025 and Contractor’s proposal dated October 16, 2025, both of which are incorporated herein by reference.

Agreement Term and Compensation – The initial agreement will commence on November 5, 2025, and will run until November 5, 2028, with the option to renew for two (2) additional one-year terms. The Town shall pay the Contractor a total annual amount of \$4,836.00, paid through monthly invoicing. The total three (3) year term amount of \$14,508.00 is inclusive of all labor, materials, delivery, permits, taxes, and associated costs.

Licenses and Insurance – Contractor shall maintain all required licenses and insurance, including general liability, workers’ compensation, and fumigation certification, during the term of this Agreement.

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

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

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

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

TOWN OF LAKE PARK

Northwest Exterminating Co., LLC

By: _____

By:  _____

Name: _____

Name: Ron Ellman

Title: _____

Title: Service Center Manager

Date: _____

Date: 10/21/2025

**TOWN OF LAKE PARK, FLORIDA
REQUEST FOR QUOTES (RFQ) 130-2025
PEST CONTROL SERVICES FOR TOWN FACILITIES**

I. Introduction

The Town of Lake Park is soliciting sealed quotes from qualified Contractors to provide pest control services for town facilities.

- **Contract Period** - The anticipated contract term resulting from this RFQ is for three (3) years, with the option to renew for two (2) additional one-year terms. The initial agreement will take effect from November 5, 2025, and will run until November 5, 2028.
- **Payment** - Invoices for payment will be submitted on a monthly basis for the duration of the contract.

II. Scope of Services

Vendor shall provide the following goods and services for the following Town Facilities:

Location Name	Address	Approx. Sq. Ft.
Town Hall	535 Park Avenue	15,372
Library	529 Park Avenue	9,685
Public Works	640 Old Dixie Hwy	4,200
PBSO District 10	700 6 th Street	5,350

The Contractor shall furnish all professional/special pest control services including, supervision, labor, materials, pesticides, tools, equipment, insurance, permits and fees necessary to accomplish pest control tasks. These tasks include surveillance, trapping, pesticide application, and pest removal, and to assist in control of vermin and pests including carpenter ants, crawling insects, nuisance, and rodent control services.

Pests are defined as, but not limited, to the following: American brown banded, roaches, ants, silverfish, pantry pest, rats, mice, spiders, and other vermin. Rodents are defined as, but not limited to the following: rats, mice, squirrels, and other small animals that may infiltrate building spaces.

Required Service - Monthly Insect and Rodent Control. This service level shall be provided on a monthly treatment basis.

- a. The Contractor shall adequately control the following pests:
 - All indoor populations of ants, cockroaches, rodents (including mice and rats), spiders, fleas, and millipedes, as well as outdoor populations of the same pests within 5 feet of any building, including individual excluded pests that occasionally invade buildings.
- b. The Contractor shall use non-pesticide methods of control wherever possible.

- These methods include the use of portable vacuums for initial clean-outs of cockroach infestations, swarming insects, and spiders in webs, as well as low-visibility trapping devices for indoor fly control and other methods that preclude the use of chemical pesticides. (Low visibility precludes the use of fly strips hung in public areas.)
- c. As a general rule, the Contractor shall apply insecticides as "crack and crevice" treatment only (using an appropriate application tool or nozzle). Bait formulations should be used for cockroach and ant control wherever appropriate. Sticky traps should be used to guide and evaluate indoor insect control efforts.
- d. The contractor shall provide rodent control inside and outside occupied buildings. The contractor shall primarily accomplish control using traps (including bait boxes for each location. All such devices must be concealed in a protected area to prevent them from being affected by routine cleaning and other operations.
- e. In exceptional circumstances, when rodent poisons are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain approval from the Town's Public Works department before using those poisons. All rodent poisons shall be placed in inaccessible locations and in EPA-approved tamper-resistant bait boxes. Frequency of bait box servicing depends on the level of rodent infestation. Bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on protecting non-target organisms.
- f. All bait boxes shall be placed out of general view and in locations that will not be disturbed by routine operations. The lids of all bait boxes shall be securely locked or fastened. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface. Place bait in the baffle-protected feeding chamber and never in the runway of the box.

III. Quote Submission Requirements

Each quote must be submitted electronically via email: townclerk@lakeparkflorida.gov, or in person/by mail:

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

Please clearly label all submissions:

RFQ 13-2025 - Pest Control Services for Town Facilities

Required quote details:

- Annual Cost (per year for first three (3) year term)
- Annual price adjustment percentage
- Confirmation of insurance, and compliance with Florida codes
- W-9 form (Required for vendors not registered with the Town)

IV. RFQ Questions

Vendors are encouraged to contact Public Works to schedule site visits before submitting their quote. Site visits must be scheduled with Public Works by **Wednesday October 15, 2025**.

All questions must be submitted in writing to:
townclerk@lakeparkflorida.gov by **Thursday October 16, 2025, at 3:00 pm (EST)**.

V. Evaluation Criteria

Quotes will be evaluated based on:

- Total cost
- Qualifications and experience
- Compliance with scope and specifications
- Service availability and responsiveness

VI. Terms and Conditions

- The Town reserves the right to reject any or all submissions.
- Late quotes will not be accepted.
- All quoted prices must remain valid for 90 calendar days.
- No unauthorized use of the Town seal is permitted.
- All work must comply with current Florida Building and Environmental Codes.

VII. Price Adjustments

In recognition of market fluctuations, annual unit price adjustments may be considered on the anniversary of the contract. Adjustments, if any, shall be based on the Consumer Price Index (CPI) and subject to approval by the Town.

VIII. Deadline for Submission

All quotes must be submitted by:
Tuesday, October 21, 2025, at 10:00 AM (EST)

IX. Contact Information

For RFQ questions:
Vivian Mendez, Town Clerk – **townclerk@lakeparkflorida.gov**

Laura Weidgans
Digitally signed by Laura Weidgans
DN: cn=Laura Weidgans, o=Town of Lake Park, ou=Deputy Town Clerk, email=lweidgans@lakeparkflorida.gov, c=US
Date: 2025.10.10 13:25:25 -04'00'

RFQ 130-2025 – Pest Control

By:

Northwest Exterminating

2420 North Andrews Ave Ext

Pompano Beach, FL 33064

305-710-8916

www.callnorthwest.com



Prepared For:

Town of Lake Park

535 Park Ave

Lake Park, FL 33403



10/16/2025

At Northwest Exterminating, we are dedicated to delivering exceptional customer satisfaction and are excited about the chance to offer our services. To showcase the value of your investment, I have provided an overview of our company history and details about the services we offer.

Northwest Exterminating was established in 1951 by L.A. Phillips and his wife, Emma Lene Phillips. The company was founded on the values of honesty, integrity, and excellence. Today these values still remain the core of Northwest Exterminating as we have grown from a family of 2 to a family of over 1,000 team members and multiple service centers throughout Georgia, Alabama, Tennessee, South Carolina, North Carolina, and Florida.

With over 14 years of experience in the pest control industry, I bring a wealth of knowledge and expertise to our partnership. My extensive experience allows me to navigate various pest challenges with confidence, ensuring that you receive the highest quality service tailored to your specific needs. As your dedicated account representative, rest assured that I possess the expertise necessary to address any concerns and deliver exceptional results.

We provide following services:

- termite control, eradication and prevention
- termite pre-construction treatments
- bird remediation
- mosquito reduction services
- rodent prevention and control
- general pest control: cockroaches, ants, spiders, silverfish
- flea and tick control
- bed bug control
- fire ant control
- stored product pest and fly control

Thank you for considering us for your pest control needs

Northwest Exterminating provides services to residential and commercial accounts.

Few of our notable customers include:

- Fort Lauderdale International Airport
- Enterprise Rent A Car
- Broward County School District
- Coral Ridge Country Club
- Berkeley Diplomat Condo Association
- Banyan Springs Patio Villas Association
- Century Village
- Oceania Condominiums
- Camden Living
- Rental Asset Management (RAM)
- Baer's Furniture
- Havertys Furniture Companies
- Stay So Flo Vacation Rentals
- City of Fort Lauderdale
- City of Davie
- City of Delray Beach
- City of Miami
- City of Oakland Park

Scope of Work as per RFQ 130-2025

Pest Control:

Item #	Location	Address	Approx. Sq Ft	Monthly Price per Location (MP)	Annual Cost (12 x MP)
1	Town Hall	535 Park Avenue	15,372	\$54.00	\$648.00
2	Library	529 Park Avenue	9,685	\$30.00	\$360.00
3	Public Works	640 Old Dixie Hwy	4,200	\$38.00	\$456.00
4	PBSO District 10	700 6th Street	5,350	\$41.00	\$492.00
				TOTAL	\$1,956.00

**The pest control service includes rodent traps placed inside buildings. These traps will be checked on a monthly basis. For effective control, an intensive service is recommended; please refer to Item #10 for more details.*

Rodent Control:

Item #	Location	Address	Number of Bait Boxes to be Installed	Monthly Price per Location (MP)	Annual Cost (12 x MP)
5	Town Hall	535 Park Avenue	12	\$72.00	\$864.00
6	Library	529 Park Avenue	8	\$48.00	\$576.00
7	Public Works	640 Old Dixie Hwy	12	\$72.00	\$864.00
8	PBSO District 10	700 6th Street	8	\$48.00	\$576.00
				TOTAL	\$2,880.00


Item #	Description	Unit Price
9	Additional Rodent Bait Station	\$6.00
10	Intensive Rodent Trapping service - per occurrence, per location, when needed, includes 4 visits, every 3-4 days	\$325.00

TOTAL ANNUAL COST (Items 1-8) – 4,836.00 (no price adjustments for 3 years)

Recent References:

City of Delray Beach – pest and rodent control services for 50 locations
City of Oakland Park – pest and rodent control services for 23 locations
Fort Lauderdale Airport - pest and rodent control services for 21 buildings
Palm Beach County Water Treatment Plants - pest and rodent control services for 4 facilities
City of North Miami Beach - pest and rodent control services for 18 locations

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date January 15, 2025	File No. JB319961	Expires December 31, 2025
THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 31, 2025 AT		
2420 N ANDREWS AVE POMPANO BEACH, FL 33064		
NORTHWEST EXTERMINATING CO LLC 2420 N ANDREWS AVE POMPANO BEACH, FL 33064		Fumigation General Household Pest and Rodent Control Lawn and Ornamental Termite and Other WDO Control
 WILTON SIMPSON, COMMISSIONER		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		Item 6.
NORTHWEST EXTERMINATING CO LLC 2420 N ANDREWS AVE PEST CONTROL COMPANY FIRM		
JB319961		
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING December 31, 2025		
 COMMISSIONER		Signature

Cut here

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date January 15, 2025	File No. JB319961	Expires 2420 N ANDREWS AVE, PO
THE NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: 2420 N ANDREWS AVE, POMPANO BEACH, FL 33064 AT		
This permit, in conjunction with a valid business license €		
NORTHWEST EXTERMINATING CO LLC 2420 N ANDREWS AVE POMPANO BEACH, FL 33064		
 WILTON SIMPSON, COMMISSIONER		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT	
NORTHWEST EXTERMINATING CO LLC This permit, in conjunction with a valid business license endorsed with pest control operations in the Termite and Other Wood-Destroying Organisms category, authorizes the licensee named above to perform preventative termite treatments for new construction in Florida as prescribed by law.	
JB319961	
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING 2420 N ANDREWS AVE, POMPANO BEACH, FL 33064	

Cut here

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Wallet Card - Fold Here
Signature
COMMISSIONER
Department of Agriculture and Consumer Services
Florida Department of Agriculture & Consumer Services
Bureau of Licensing and Enforcement
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Item 6.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) ROLLINS, INC.	
	2 Business name/disregarded entity name, if different from above. NORTHWEST EXTERMINATING CO, LLC	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) D <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 830 KENNESAW AVE		
6 City, state, and ZIP code MARIETTA, GA 30060		
7 List account number(s) here (optional)		

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	1	-	0	0	6	8	4	7	9	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/09/2025
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
01/1
Item 6.

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

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

PRODUCER Willis Towers Watson Southeast, Inc. Five Concourse Corporate Center, 18th Floor Atlanta, GA 30328	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com		FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Northwest Exterminating Company LLC 830 Kennesaw Ave Marietta, GA 300603704	INSURER A: Old Republic Insurance Company		24147
	INSURER B: ACE Property & Casualty Insurance Company		20699
	INSURER C: ACE American Insurance Company		22667
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W37431398

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	MWZY 312034 25	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 3,000,000
	<input checked="" type="checkbox"/> Pesticide/Herbicide Coverage						MED EXP (Any one person)	\$ 0
	<input checked="" type="checkbox"/> Pest Control Professional						PERSONAL & ADV INJURY	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY	Y	Y	MWTB 312033 25	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			XEU G27927683 010	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED RETENTION \$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WLR C72625006	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

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

BR# 68470

BR Name: Dolphin Environ. DBA Hulett, Pompano Beach

BR Address: 2420 N. Andrews Ave. Pompano Beach FL 33064

Blanket Additional Insured status is provided on the General Liability and Auto Liability policies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 05, 2025

Originating Department: Public Works

Agenda Title: Resolution 90-11-25 – Agreement (Piggyback) - Streetlight Maintenance Services – C.R. Dunn, Inc.

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

Cost of Item: _____ **Funding Source:** Repair & Maintenance

Account Number: 190-46000 **Finance Signature:** Barbara A. Gould

Advertised: _____

Date: _____ **Newspaper:** _____

Attachments: Piggyback Agreement – Town of Lake Park and C.R. Dunn, Inc.

Resolution 90-11-25

City of West Palm Beach Contract No. 29650.001 (Street Lighting Services)

Please initial one:

Yes, I have notified everyone.

Not applicable in this case

Summary Explanation/Background:

The Public Works Department has a need to select a contractor to provide streetlight maintenance and repair services within the Town of Lake Park to ensure the safety of our community when traveling on the Town roadways. To ensure the lowest possible price, staff is recommending that the Town piggyback off the current City of West Palm Beach Master Services Contract (No. 29650.001) that was awarded to C.R. Dunn, Inc. through a competitive selection process Invitation to Bid (ITB) No. 23-24-103 – Citywide General Electrical Street Lighting Services for the provision of electrical streetlight installation, maintenance, and repair services.

The Town of Lake Park is a party to the State Highway Lighting, Maintenance, and Compensation Agreement (FDOT Contract No. ASM51) with the Florida Department of Transportation (FDOT). Under this agreement, the Town serves as the Maintaining Agency responsible for the operation and maintenance

of lighting facilities located on the State Highway System within the Town's jurisdictional boundaries, including the FDOT-owned streetlights situated along U.S. Federal Highway 1.

If approved, the Town Commission would accept C.R. Dunn's pricing by piggybacking the City of West Palm Beach's contract, including all terms, conditions, and pricing therein. The term of the proposed Agreement with the Town of Lake Park, if approved, would be for three (3) years, with the option of two (2) additional one (1) year periods. The Town will not expend more than the amount within the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

As provided within the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection - 1. Cooperative purchases: Purchases utilizing contracts of other Florida entities:

Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made providing that the originating entity utilized a competitive process substantially similar to that used by the Town.

Note: Utilizing and existing competitively awarded contract will enable the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing and engage a vendor with a proven record of performance and technical expertise. Further, piggybacking on this agreement will accelerate project mobilization, support cost control, and ensure compliance with local and state procurement requirements.

Funding is available in the FY-2026 Budget – Streets & Roads Fund.

Note: Various documents related to this process are either attached or available for review by contacting the Town Clerk's Office, as required.

The proposed Agreement has been prepared by the Public Works Director and reviewed by the proposed contractor, C.R. Dunn, Inc., the Finance Director and the Town Attorney.

The Town has not previously worked with the proposed contractor; however, staff have confirmed with various local governments that they provide quality products and good customer service.

Recommendation:

I move to approve Resolution 90-11-25 and authorize a piggyback Agreement with C.R. Dunn, Inc. for the provision of streetlight maintenance services; and authorize the Mayor to execute the Agreement.



CITY OF WEST PALM BEACH
**MASTER SERVICES CONTRACT
 (STREET LIGHTING SERVICES)**

WPB No: 29650.001

Procurement ITB 23-24-103

THIS CONTRACT is made by and between **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with an address of 401 Clematis Street, West Palm Beach, Florida ("City") and C.R. DUNN, INC., a Florida corporation, with an principal address of 1202 POPE LANE, LAKE WORTH, FL 33460 (FEI/IEN#59-1313393) ("Contractor").

WHEREAS, the Contractor has submitted Contractor's proposal (the "Proposal") in response to City's ITB 23-24-103 (the "Procurement Solicitation"); and

WHEREAS, the City desires to engage Contractor to provide such street lighting installation, repair and maintenance services according to this Contract and the conditions set forth herein; and

WHEREAS, Contractor has agreed to perform the services, as described below for the City in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Contractor do hereby agree as follows:

1. SERVICES.

1.1 Services. Contractor shall provide all equipment, materials and labor necessary to provide street lighting installation, repair and maintenance services (the "Services") as more fully set forth in the Procurement Solicitation (including Addendums), incorporated herein by reference, and Contractor's Proposal, attached hereto as **Exhibit A**. Services will be rendered in response to periodic written work orders issued by the City on an as-needed basis, in accordance with Section 1.2 of this Contract. Each work order will be subject to scope definition and fee negotiation at the established hourly rates. No assignment, minimum amount of services or compensation is guaranteed under this Contract.

1.2 Work Orders, Purchase Orders and Emergency Work.

a) **Purchase Orders.** Services in an amount less than \$10,000 may be requested by Purchase Order issued by the City. Each Purchase Order will detail the scope of work, schedule for completion and compensation based on the rates and prices established in the contract. All such work shall be performed and invoiced pursuant to the terms of the contract. All terms and conditions of the contract will be applicable to each Purchase Order. Upon completion of each work task, the Contractor will submit a separate invoice, along with the Purchase Order, indicating the date work was performed, the description of the person performing the work, and the rates and work performed, identifying the person or job title that performed the work and the rates and charges based on the contract.

b) **Work Orders.** Services in the amount of \$10,000 or more will be requested in advance via written Work Order signed by the contractor and City, ECR or CRA. Work Orders will be issued on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in the contract. No work is authorized until a Work Order is fully executed. Any amendment to a Work Order is not effective and not authorized until such amendment is fully executed. All terms and conditions of the contract will be applicable to each Work Order. Upon completion of Work Order task, the Contractor will submit a separate invoice, a copy of the Work Order and the appropriate completed Small Business or MWBE participation form. Invoiced rates

and charges shall be based on Exhibit A. The form of City's work order is attached to this Contract as Exhibit C.

c) Emergency Orders. Emergency work or work determined by the City's to require immediate services may be ordered by the City by issuance of a Purchase Order, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of the contract. Upon completion of each work task, the Contractor will submit a separate invoice specifying the date work was performed, a description of the work performed, identifying equipment utilized, the description or class of laborer performing the work, the rates and prices charged. All rates and charges shall be in accordance with the contract.

d) Work Order Terms. For each work order to be issued under this Contract, Contractor shall provide for review by the City:

- (i) a scope of work for the Services requested in as described in Section 1.1 of this Contract;
- (ii) a detailed estimate of fees and costs based on the rates established in this Contract;
- (iii) a task/deliverable schedule; and
- (iv) a payment schedule based on deliverables.

The City and Contractor may negotiate scope definition, schedule and fees (at the contracted rates) for each work order. Upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule and payment schedule, a written work order for each task shall be executed by Contractor and City.

e) Rates. The Fee for each individual work order shall be specified in the work order and shall be based on the unit prices shown in Exhibit A.

f) No Payment. **City shall not be liable to pay for any Services provided without a work order which was fully-executed in advance of the performance of Professional Services.**

g) Work Order Completion. Work Orders shall be completed within the time indicated for each Work Order.

h) Work orders shall expire with the term of this Contract. No Work Order may be issued for Services to be completed after the expiration of this Contract.

i) Invoices. Upon completion of Work Order task, the Contractor will submit a separate invoice for each Work Order accompanied by a copy of the Work Order and the appropriate completed Subcontractor Utilization Report.

j) No Guarantee. No specific assignment or work order nor minimum amount of professional services or compensation will be guaranteed under this Contract. The award of a contract does not guarantee that the Contractor will receive any assignments in any given year. There is no representation that the type or value of work will be evenly distributed.

k) Bond. If the estimated amount of any Work Order is \$200,000 or more, or if a bond is required by Owner on any other Work Order, then prior to the commencement of the work under such Work Order, Contractor shall record a public construction bond, in an amount not less than the total cost of such Work Order, on the City's approved forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond(s) prior to commencing work and submittal of first invoice. The bond shall incorporate by reference the terms of the Contract Documents in their entirety.

1.3 Standard of Care. Contractor shall render the Services in a diligent, careful and thorough manner consistent with good business practice. The standard of care for all Services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

1.4 **Change of Services.** The City reserves the right to delete or revise the Services at any time during the contract term when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the term of this Contract. Any change in Services shall be evidenced by a written amendment to this Contract.

1.5 **Non-Exclusive.**

This is a non-exclusive Agreement and the City may secure similar or identical services from other contractors.

1.6 **Warranty.** Contractor shall warrant that all materials and equipment included in the work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. Contractor warrants all equipment, materials and labor furnished against defect in design, materials and workmanship for a period of twelve (12) months from Final Payment, unless longer warranties are provided in the Contract Documents in which case the longer period prevails. Contractor shall collect, assign and deliver to Agency any specific written warranties given by others as required by the Contract Documents. Notwithstanding any provisions in the Contract Documents to the contrary, this express warranty shall commence on the date Agency obtains the final certificate of occupancy for the Project (or equivalent). Contractor shall conduct, at its expense, with Agency and the Engineer, a warranty inspection prior to expiration of the warranty period(s). Upon receipt of Notice from Agency of failure of any part of the guaranteed equipment or materials during the guarantee period, the defective equipment, parts or materials shall be replaced promptly with new equipment, parts and/or materials by Contractor, at no expense to the Agency.

1.7 **Correction of Defective Materials, Equipment or Workmanship.** If any material, equipment, or workmanship is determined by the City, either during performance of the work, during final quality inspection or during the warranty period, to be defective or not in compliance with the specifications of the Contract, City shall notify Contractor in writing that such material, equipment or work is rejected and City reserves the right to withhold payment on any such item. Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same strictly comply with all requirements of the drawing, specifications and Contract. If City or Engineer deems it inexpedient to correct work that has been damaged or that was not performed in accordance with the drawings, specifications and Contract, an equitable deduction from the contract price shall be made for such work.

1.8 **Cleaning Up.** Upon completion of all or any portion of the work, Contractor shall remove at its own expense from City's property all temporary structures, equipment and surplus materials not required for later stages of work, rubbish, and waste materials resulting from Contractor's operations. Contractor shall make its own arrangements, at its own cost, for disposal of rubbish and waste materials. Materials must be moved via handcart across wooden preserve boardwalk areas. The City reserves the right to retain any surplus or salvage any materials. Contractor shall not dispose of any hazardous material, temporary structures, equipment, surplus materials, trash, waste or any form of litter at a work site that is in a drinking water preserve location.

1.9 **Underwriters' Laboratories.** Unless otherwise stipulated in this Contract, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories (U.L.) listed where such as been established by U.L. for the items offered and furnished. In lieu of U.L. listing, the Contractor may substitute a listing by an independent laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories Program.

1.10 **FPL Service.** If required, Florida Power & Light (FPL) will run secondary power feed to any new service location.

2. **CONTRACT TERM.**

2.1 **Term.** The term of this Contract shall commence upon full execution of this Contract and shall continue and remain in full force and effect, unless terminated earlier as provided herein, for three (3) years.

2.2 **Renewal.** This Contract may be extended for one (1) additional two year term upon the mutual written amendment of this Contract, subject to the appropriation of funds by the City. Renewal terms and conditions will be the same as the base contract, unless otherwise specified in this solicitation and the contract.

In the event the contract is renewed, the City and contractor may mutually agree to a LABOR price adjustment, not to exceed the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Miami-Ft. Lauderdale-West Palm Beach area. The Contract shall commence on the date when the contract is executed by the City. Any renewals will be subject to the appropriation of funds by the City.

Any orders placed prior to the effective date of the price adjustment will not be affected by the approved price changes and will be invoiced at the unit price in effect at the time the order was placed. The contractor will complete delivery and the City will receive delivery on any orders placed prior to the renewal, regardless of whether a price change is granted. Failure to complete delivery may result in a termination of the contract and/or result in suspension or debarment of the contractor according to the West Palm Beach Procurement Ordinance Section 66-123 or debarred according to Section 66-124, Debarment. No Purchase Order or Work Order may be issued for services to be completed after the expiration of the contract.

3. **COMPENSATION.**

3.1 **Rates.** Contractor's rates/fees for Services, which will apply to each Work Order, are attached as **Exhibit A** and incorporated into this Agreement.

3.2 **Invoices.** Invoices must identify the PO number and WPB Number.

Submit by email. Invoices shall be emailed to: wpbap@wpb.org.

Alternatively, invoices may be mailed to: City of West Palm Beach Accounts Payable,
P.O. Box 3366
West Palm Beach, FL 33402-3366.

Upon completion of Work Order task, the Contractor will submit a separate invoice for each Work Order accompanied by a copy of the Work Order and the appropriate completed Subcontractor Utilization Report.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly.

Invoices received from Contractor pursuant to this Contract shall be reviewed and are subject to the prior approval of the City to determine if a complete invoice with all required information has been presented and if the Services have been rendered in conformity with this Contract. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City. The Contractor will submit a Subcontractor Utilization reporting form with each invoice. Contractor shall provide a W-9 to City with first invoice.

All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year.

If Contractor fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings.

3.3 **Payment.**

Electronic Deposit. The City will make payment by electronic deposit (ACH) based on the directions provided to the City from Contractor.

Payment of Fees will be made upon approval of invoices, in accordance with any Payment Schedule, and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Contract. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

3.4 **Taxes.** Contractor understands that in performing the Services for the City, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Contract. Contractor shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

3.5 **Availability of Funds.** This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Contract become unavailable, the City may terminate this Contract upon twenty-four (24) hour notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

4. **DAMAGE TO PERSONS OR PROPERTY.** Contractor shall at all times guard against damage or loss to persons or the property of the City and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through the negligence of Contractor or its agents or employees. Any damage caused by Contractor's vehicles, equipment or employees to City property or to public property shall be promptly repaired and restored to the pre-existing condition by Contractor at no cost to the City. Contractor is responsible for making these repairs pursuant to any permits or licenses that may be required. The responsibility for all damage to persons or property arising out of or on account of the Services performed under this Contract shall rest upon Contractor and it shall save the City harmless from all claims made on account of such damages.

5. **left blank intentionally.**

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR

6.1 **Authority.** Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Contract are authorized to execute and deliver it.

6.2 **Duly Licensed.** Contractor represents that it is duly licensed to perform the Services under this Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **Non-Discrimination.** In performing the Services under this Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

6.4 **Convicted Vendor List.** Contractor represents that the execution of this Contract will not violate Section 287.133, Florida Statutes and certifies that Contractor and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Contractors have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFQ. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

6.5 **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Contractor represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

6.6 **Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Contractor represents that Contractor is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Contractor further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

6.7 **E-Verify.**

a) In compliance with Section 448.095, Fla. Stat., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Contractor during the term of this Agreement. Contractor shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the subcontractor during the term of this Agreement. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Contractor acknowledges that upon termination of this Agreement by City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

c) Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractors to include these clauses in any lower tier subcontracts.

6.9 **Federal Requirements.** Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

6.10 **Lobbying Certification.** Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

6.11 **Independent Contractor.** Contractor acknowledges and agrees that Contractor is an independent contractor of the City. Contractor more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance; Contractor will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Contractor under this Contract. Contractor shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Contractor's employees who provide Services under this Contract. Contractor acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Contractor shall be entitled to seek and accept other engagements and/or employment during the term of this Contract so long as such other employment or engagements do not interfere with the performance of Contractor's duties under this Contract. Contractor shall be responsible to the City for all work or services performed by Contractor or any person or firm engaged as a sub-Contractor or subcontractor to perform work in fulfillment of this Contract.

6.12 **No Conflicts.**

a) Contractor represents that it has not given or accepted a kickback in relation to this Contract and has not solicited this Contract by payment or acceptance of a gratuity or offer of employment.

b) Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

c) Contractor represents that it does not and will not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

d) Contractor represents that it does not employ, directly or indirectly, any official of the City. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

e) Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a

board that provides regulation, oversight, management or policy-setting recommendations regarding the Contractor or its business.

f) Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Contract. The Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.

g) Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Contract. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Contract.

h) Contractor, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Contract, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

i) Contractor shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in its opinion and the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Contractor under this Contract.

j) In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

6.13 **No Solicitation.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. PROPERTY RIGHTS.

7.1 **Work Product.** All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services, at no additional cost. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material or work product developed under this Contract. Any reuse of Contractor's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Contractor or its sub-Contractors.

7.2 **Deliverables.** Contractor shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under this Contract, all documents and materials prepared for the

City in connection with this Contract. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

8. PUBLIC RECORDS LAW

Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Contract.

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City.

A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

Upon completion of the Contract, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor. Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

9. FORCE MAJEURE. Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring which impact the Services to be provided: fire, explosion, power blackout, tropical storm or hurricane, flood, earthquake, volcanic action, epidemic or pandemic, war, civil disturbances, terrorist acts, strike, executive order or order of any government, court or regulatory body with jurisdiction or other similar causes beyond the reasonable control of a party, acts of God, or any other cause which may be legally cognizable or recognizable as "force majeure" under Florida law; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis; provided that no such extension shall be made unless notice thereof is presented by Contractor to City in writing within five (5) business days after the start of the occurrence of such delay. Where applicable, the party so delayed shall use reasonable efforts to remedy or remove such causes of

non-performance. The party delayed shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

10. INSURANCE.

10.1 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

10.2 Coverage shall be maintained without interruption from the effective date of this Contract until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

10.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Contractor's self-insurance retention.

10.4 **Required Coverage:** Contractor shall maintain following liability coverage, in the limits specified:

Commercial General Liability. Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Two Million Dollars (\$2,000,000) (aggregate) and One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. May not be subject to a self-insured retention or deductible exceeding \$25,000.

☐ Commercial General Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Business Automobile Liability: Business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles. May not be subject to a self-insured retention or deductible exceeding \$10,000.

☐ Automobile Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

☐ Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

Provider Signature

10.5 **Additional Insureds.** All required insurance (except Worker's Compensation) shall include an Additional Insured endorsement identifying "**the City of West Palm Beach, its commissioners, officers, employees and agents**", as **Additional Insureds**. No costs shall be paid by the City for an additional insured endorsement.

10.6 **Certificate of Insurance.** Contractor shall provide the City Risk Manager or the City Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Contractor's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the City. It is Contractor's responsibility to ensure that the Risk Manager and the Contract Manager both have a current Insurance Certificate and endorsements at all times.

10.7 **Renewal of Insurance:** Contractor shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Contractor shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, City may suspend this Contract until such time as the new or renewed certificate/endorsements are received by City.

10.8 **Waiver of Subrogation.** The City and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as trustee. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. **INDEMNITY.** Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Contract by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. The Contractor and City agree that any contractual claims against City shall be no exceed the limits of sovereign immunity. Nothing in this Contract shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.

12. NOTICES. All written notices, demands and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Contractor at the address on the first page of this Contract; or to the City, at the address on the first page of this Contract, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

13 INSPECTOR GENERAL. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract, and may demand and obtain records and testimony from Contractor and its subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by City to be a material breach of the Contract justifying its termination.

14. NO LIEN. The Contractor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Contract by Contractor.

15. TERMINATION.

15.1 Either party may terminate this Contract for cause in the event that the other party: (1) violates any material provisions of this Contract or performs same in bad faith; or (2) provides Services that do not comply with the specifications or requirements of this Contract; or (3) unreasonably delays in the performance of its obligations under this Contract, after written notice to said defaulting party and the opportunity to cure the default within a reasonable period. Upon failure to cure, this Contract may be terminated upon five (5) days written notice. An opportunity to cure shall not be required for multiple defaults of the same cause.

15.2 In the event of termination for cause, no payments to Contractor shall be made (1) for Services not satisfactorily performed; or (2) for assembly of and submittal of documents and public records as required under this Contract. In no event shall City be obligated to compensate Contractor for lost profits, or any resulting or consequential damages.

15.3 In the event of termination, the City shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Contract.

15.4 This Contract may be terminated for failure by the Contractor to comply with the Public Records provisions of Chapter 119, Florida Statutes.

15.5 The City shall have the right to terminate this Contract, in whole or in part, without cause, upon three (3) days written notice to Contractor, when the City determines that continuation of this Contract would not produce beneficial results commensurate with the expenditure of public funds.

15.6 In the event of termination, Contractor shall immediately deliver all documents, written information, electronic data, public records, and other materials concerning this Contract in Contractor's possession to the City, without additional cost, and shall cooperate in transition of its duties to appropriate parties at the direction of the City.

15.7 Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Contract and remain in full force and effect.

16. REMEDIES.

16.1 The parties shall be entitled to all remedies available under this Contract, at law or in equity. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Contract or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof. In addition to any other remedies, in the event of a breach or violation of the Contract by Contractor, Contractor may be subject to debarment or suspension from consideration for the award of additional contracts from the City, pursuant to the terms and procedures set forth in the City Code.

16.2 No provision of this Contract is intended, nor shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or any employee of the City or Contractor.

17. GOVERNING LAW; JURISDICTION; VENUE. This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

18. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HEREBY MUTUALLY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY, AND NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS CONTRACT. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER AND SHALL BE SUBJECT TO NO EXCEPTION. NEITHER THE CITY NOR THE CONTRACTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

19. INSPECTOR GENERAL. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Contract justifying its termination.

20. ATTORNEY FEES. In the event suit is filed to construe or enforce this Contract, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal.

21. RIGHT TO AUDIT. Contractor shall maintain adequate records for the Services performed under this Contract for five (5) years following completion of the Services, or conclusion of any litigation regarding this Contract. The City shall have the right to audit Contractor's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Contract. Contractor shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Contract. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45

days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by the City. In addition to the foregoing, Contractor's consents to the City requesting from the Contractor's insurance carriers confirmation of any fees paid to Contractor arising out or related to the City's insurance coverages during the term of this Contract.

22. FEMA REIMBURSEMENT REQUIREMENTS. *(delete if not applicable).*

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in **Exhibit B** (the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify this Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

23. TIME OF ESSENCE. Time shall be of the essence for each and every provision of this Contract.

24. ASSIGNMENT. This Contract requires the skills and experience of Contractor and may not be assigned by Contractor without the City's prior written consent. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

25. SEVERABILITY. In the event that any term or provision of this Contract shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Contract, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the maximum extent permitted by law.

26. WAIVER. Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Contract, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Contract.

27. CONTROLLING PROVISIONS. Except as otherwise specifically provided in this Contract, in the event of any conflict between the specific provisions of this Contract and the requirements or provisions of the procurement solicitation or the Proposal, the provisions shall be given precedence in the following order: (1) this Contract, (2) the procurement solicitation; (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents

28. AMENDMENT. This Contract may only be modified by written amendment executed by the City and Contractor. Any amendments to this Contract: (1) shall be subject to the mutual written Contract of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the City. It is expressly understood, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Contract unless it is reduced to writing in accordance with this paragraph.

29. NO VERBAL CONTRACTS. No verbal contract or conversation with any officer, agent or employee of City either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments shall be in writing and executed by the authorized representatives of both City and Contractor.

30. EXHIBITS. The Exhibits referenced in this Contract are incorporated into this Contract, regardless of whether they are attached.

31. COUNTERPARTS; ELECTRONIC SIGNATURES. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original; and such counterparts will constitute one and the

same instrument. A facsimile or electronic transmission of this Contract with a signature on behalf of a party will be legal and binding on such party.

32 ENTIRE CONTRACT. This Contract including the Exhibits, the procurement solicitation and the Proposal, all of which are incorporated into this Contract in their entirety, embody the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersede all prior and contemporaneous Contracts and understandings, oral or written, relating to said subject matter.

SPACE LEFT BLANK INTENTIONALLY. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have made and executed this Services Contract as of the day and year executed below.

CONTRACTOR

By: _____

Print Name: Russell P. Dunn

Title: Vice President

ATTEST:

CITY OF WEST PALM BEACH, FLORIDA

City Clerk

By: _____
Keith A. James, Mayor

CITY ATTORNEY'S OFFICE
Approved as to form and legality

Date: _____, 20____.

By: _____

EXHIBIT A
ITB, Proposal, Rates



Department

(B3)

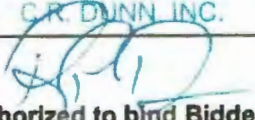
ADDENDUM 3 - REVISED SCHEDULE OF BID ITEMS
ITB 23-24-103 MK Citywide General Electrical Street Lighting Services

Bidder Company Name: C.R. DUNN, INC.

Item No.	Item Description	Unit Cost	Quantity	Unit	Total Price
GENERAL					
1	Mobilization	\$100.00	1	LS	\$ \$100.00
2	Maintenance of Traffic		1	ALLOWANCE	TBD
3	Construction Permits (Electrical and ROW)		1	ALLOWANCE	TBD
4	Electrical Plans		1	ALLOWANCE	TBD
5	FPL Service		1	EA	ACTUAL
6	Bonding (Not to exceed 6% of total work order or PO amount)		1	ALLOWANCE	TBD
7	Insurance (Not to exceed 6% of total work order or PO amount)		1	ALLOWANCE	TBD
*8	Survey, Stake & Certified As built Drawings		1	*ALLOWANCE	
LABOR					
9	Foreman	\$85.00	1	HRs	\$ \$85.00
10	Journeyman 1	\$75.00	1	HRs	\$ \$75.00
11	Journeyman 2	\$70.00	1	HRs	\$ \$70.00
12	Apprentice	\$60.00	1	HRs	\$ 60.00
13	Supervisor	\$90.00	1	HRs	\$ 90.00
EQUIPMENT					
14	55' Bucket Truck	\$45.00	1	HRs	\$ \$45.00
15	Auger Truck	\$50.00	1	HRs	\$ \$50.00
16	Crane	\$225.00	1	HRs	\$ 225.00
MATERIALS					
17	Ameron Poles 13'	\$5,545.00	1	EA	\$ 5,545.00
18	Ameron Poles 15'	\$5,659.00	1	EA	\$ 5,659.00
19	Ameron Poles 22'	\$7,733.00	1	EA	\$ 7,733.00
20	Lumec Fixtures	\$3,077.00	1	EA	\$ 3,077.00
21	Ameron Bracket	\$3,836.00	1	EA	\$ 3,836.00
22	Directional Bore	\$22.00	1	LF	\$ 22.00
23	Trenching	\$8.00	1	LF	\$ 8.00
24	Nightmaster Service (30 amp Higgins Post, 200 amp Meter Can)	\$4,650.00	1	EA	\$ 4,650.00
25	2" PVC Conduit	\$3.16	1	LF	\$ 3.16
26	2" PVC 90 Elbow	\$5.97	1	EA	\$ 5.97
27	2" PVC Coupling	\$1.00	1	EA	\$ 1.00

28	2" PVC Bell End	\$7.39	1	EA	\$ 7.39
29	3/4" PVC Conduit	\$1.05	1	LF	\$ 1.05
30	3/4" PVC 90 Elbow	\$1.60	1	EA	\$ 1.60
31	3/4" PVC Coupling	\$.30	1	EA	\$.30
32	3/4" PVC Bell End	\$3.43	1	EA	\$ 3.43
33	#6 Copper Wire	\$1.13	1	LF	\$ 1.13
34	#10 Copper Wire	\$.41	1	LF	\$.41
35	#6 Solid Bare Copper	\$.70	1	LF	\$.70
36	Red Wire Nuts	\$.15	1	EA	\$.15
37	Gel-Cap	\$41.00	1	EA	\$ 41.00
38	Weather Proof Fuse Holder	\$13.54	1	EA	\$ 13.54
39	10 Amp Fuse	\$20.38	1	EA	\$ 20.38
40	#4-6 C-Crimp	\$6.02	1	EA	\$ 6.02
41	Electrical Pull Boxes	\$468.55	1	EA	\$ 468.55
42	5/8" x 10" Ground Rod	\$27.71	1	EA	\$ 27.71
43	5/8" Ground Rod Clamp	\$2.10	1	EA	\$ 2.10
44	4-Point Multi Taps #14-4AWG (Weather proof)	\$75.31	1	EA	\$ 75.31
45	Milbank 16" Commercial 60 amp Power Pedestal Service Point	\$7,100.00	1	EA	\$ 7,100.00
46	Cadweld Plus One Shot	\$27.80	1	EA	\$ 27.80
RESTORATIONS & OTHER MISC ITEMS:					
47	Sod	\$3.50	1	SY	\$ 3.50
48	Sawcut	\$5.00	1	LF	\$ 5.00
49	Concrete	\$250.00	1	SY	\$ 250.00
50	SP 9.5 Asphalt	\$11.00	1	SY	\$ 11.00
51	Bagged Pea Gravel (installation inside handholes)	\$8.35	0.5	CF	\$ 8.35

Bidder Company Name: C.R. DUNN INC.

Signature of Official authorized to bind Bidder: 

Print Name: RUSSELL P. DUNN

Title: V.P.

Date: 11-13-2023

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.
END SCHEDULE OF BID ITEMS

(C)

Bidder InformationCompany Name: C.R. DUNN, INCState of Incorporation: FL.Number of Years Company has been in business: 52Bidder Address: 1202 POPE LANE
LAKE WORTH BEACH, FL 33460Telephone: 561-585-2155Email address: RUSTY@CRDUNN.NETWeb Site (if applicable): N/AFederal Identification Number: 59-1313393 *Mandatory.*

Company Representative – contact for questions

Name & Title: RUSSELL P. DUNN Vice President

<u>561-585-2155</u>	<u>561-718-8550</u>	<u>RUSTY@CRDUNN.NET</u>
Phone No.	Mobile Phone No.	Email Address

Company Representative – To Coordinate Work or for Emergency Purposes

Name & Title: Russell P. Dunn Vice President

<u>561-585-2155</u>	<u>561-718-8550</u>	<u>RUSTY@CRDUNN.NET</u>
Phone No.	Mobile Phone No.	Email Address

Provide copies of Licenses

Authorized Signature:  Date: 11-13-2023Printed Name: Russell P. Dunn Title: Vice President**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**



City of West Palm Beach
PROCUREMENT DIVISION
 Office of the City Attorney
 401 Clematis Street
 West Palm Beach, FL 33401
 P.O. Box 3366
 West Palm Beach, FL 33402
 Tel: 561- 822-2100
 TTY: 800-955-8771

December 5, 2023

Via Email: RUSTY@CRDUNN.NET
Claudette@crdunn.net

Attn: Russel P. Dunn
 C.R. Dunn, Inc.
 1202 Pope Lane
 Lake Worth, FL. 33460

RE: Letter of Intent to Award
 ITB 23-24-103 MK Citywide General Electrical Street Lighting Services

Dear Sir/Madam:

Please accept this letter of intent to award **C.R. Dunn, Inc.**, a contract for **Citywide General Electrical Street Lighting Services** as described in the above referenced ITB, with the City of West Palm Beach, the East Central Regional Waste Water Treatment Facility Operations Board (ECR) and the West Palm Beach CRA.

The City will commence preparation of separate contracts for each. Monica Keel, Procurement Specialist, will contact you if any documentation is additionally required. Please request a certificate of insurance for the types and amounts of coverage specified in the ITB including an additional insured endorsement identifying "The City of West Palm Beach, the East Central Regional Waste Water Treatment Facility Operations Board the City of West Palm Beach CRA, its commissioners, officers, employees and agents", as Additional Insured.

Pursuant to Sec 66-70 of the City's Code of Ordinance, your firm and the City, ECR and/or CRA will be contractually bound only if and when a written contract between the parties is duly and fully executed.

Thank you. We look forward to a successful working relationship with your organization. If you have any questions, please contact Monica Keel, Procurement Specialist, at 561-822-2100 or mkeel@wpb.org.

Sincerely,

Donna L. Levengood Donna L. Levengood
 2023.12.04 16:00:20 -05'00'
 Donna Levengood
 Procurement Official

cc: 29650
 Suzanne Berglund, Assistant Director of Engineering Services
 Lorenzo Rivero, Special Projects Manager
 Donald Gustafson, Special Projects Manager

AGREEMENT FOR THE PROVISION OF STREETLIGHT MAINTENANCE SERVICES (PIGGYBACK)

THIS **AGREEMENT** (the “Agreement”) is made and entered into this ____ day of _____, [Year], by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (“Town”), and C.R. Dunn, Inc., a Florida corporation, with a principal address of 1202 Pope Lane, Lake Worth, Florida 33460 (“Contractor”).

WITNESSETH THAT

WHEREAS, WHEREAS, the City of West Palm Beach (City) awarded Contract No. 29650.001 to C.R. Dunn, Inc. for the provision of Street Lighting Installation, Repair, and Maintenance Services under ITB No. 23-24-103; and

WHEREAS, the City’s Contract was competitively solicited in accordance with Chapter 287, Florida Statutes, and allows for cooperative or piggyback purchases by other governmental entities; and

WHEREAS, the Town of Lake Park is a party to the State Highway Lighting, Maintenance, and Compensation Agreement (FDOT Contract No. ASM51), which designates the Town as the Maintaining Agency responsible for maintaining and operating lighting facilities located on the State Highway System within its jurisdictional boundaries, including the FDOT-owned streetlights along U.S. Highway 1; and

WHEREAS, the Town desires to piggyback on the City of West Palm Beach Contract No. 29650.001 for the purpose of maintaining these FDOT-owned streetlights in accordance with FDOT standards and requirements; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town to enter into this Agreement under the same terms, conditions, and pricing established in the City of West Palm Beach Contract No. 29650.001.

NOW THEREFORE, the Town and the Contractor, in consideration of the mutual promises contained herein, agree as follows:

Scope of Services – The Contractor shall perform streetlight maintenance and repair services for the Town in accordance with the terms, conditions, and unit prices set forth in the City of West Palm Beach Contract No. 29650.001, which is incorporated herein by reference.

Term – This Agreement shall commence on November 05, 2025, and remain in effect for 3 years, with two one-year renewal options as set forth herein.

Compensation – The Town shall compensate the Contractor at the rates established under the City of West Palm Beach Contract No. 29650.001. No minimum amount of work is guaranteed. Exhibit A.

Insurance and Indemnification - The Contractor shall maintain all insurance and indemnification requirements as specified in the City of West Palm Beach Contract and shall name the Town of Lake Park and FDOT as additional insureds.

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

Entire Agreement – This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements.

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

TOWN OF LAKE PARK

By: _____

Name: _____

Title: _____

Date: _____

C.R. DUNN, INC.

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION 90-11-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PIGGYBACK AGREEMENT WITH C.R. DUNN, INC. FOR STREETLIGHT MAINTENANCE SERVICES UNDER THE CITY OF WEST PALM BEACH MASTER CONTRACT NO. 29650.001; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (“Town”) is a party to the State Highway Lighting, Maintenance, and Compensation Agreement (FDOT Contract No. ASM51), which designates the Town as the Maintaining Agency responsible for maintaining and operating lighting facilities located on the State Highway System within its jurisdictional boundaries, including the FDOT-owned streetlights along U.S. Highway 1; and

WHEREAS, the Town requires professional electrical and lighting services to perform maintenance and repair work on these FDOT-owned streetlights in compliance with FDOT standards; and

WHEREAS, the City of West Palm Beach awarded Contract No. 29650.001 to C.R. Dunn, Inc. for Street Lighting Installation, Repair, and Maintenance Services through a competitive solicitation process (ITB No. 23-24-103), which permits other governmental entities to cooperatively purchase services under the same terms, conditions, and pricing; and

WHEREAS, the Town of Lake Park has reviewed the scope and pricing of this contract and determined that piggybacking under it will be cost-effective, operationally efficient, and consistent with both FDOT and Town procurement requirements; and

WHEREAS, the Town Commission finds it in the best interest of the Town to enter into a piggyback agreement with C.R. Dunn, Inc. under the same terms and conditions as the City of West Palm Beach Contract No. 29650.001.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Piggyback Agreement with C.R. Dunn, Inc., attached hereto as Exhibit “A,” under the same terms, conditions, and pricing as the City of West Palm Beach Contract No. 29650.001, for the maintenance of FDOT-owned streetlights along U.S. Highway 1 in accordance with the Town’s FDOT obligations under Contract No. ASM51.

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

AGREEMENT FOR THE PROVISION OF STREETLIGHT MAINTENANCE SERVICES (PIGGYBACK)

THIS **AGREEMENT** (the "Agreement") is made and entered into this __29__ day of October__, [2025], by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and C.R. Dunn, Inc., a Florida corporation, with a principal address of 1202 Pope Lane, Lake Worth, Florida 33460 ("Contractor").

WITNESSETH THAT

WHEREAS, WHEREAS, the City of West Palm Beach (City) awarded Contract No. 29650.001 to C.R. Dunn, Inc. for the provision of Street Lighting Installation, Repair, and Maintenance Services under ITB No. 23-24-103; and

WHEREAS, the City's Contract was competitively solicited in accordance with Chapter 287, Florida Statutes, and allows for cooperative or piggyback purchases by other governmental entities; and

WHEREAS, the Town of Lake Park is a party to the State Highway Lighting, Maintenance, and Compensation Agreement (FDOT Contract No. ASM51), which designates the Town as the Maintaining Agency responsible for maintaining and operating lighting facilities located on the State Highway System within its jurisdictional boundaries, including the FDOT-owned streetlights along U.S. Highway 1; and

WHEREAS, the Town desires to piggyback on the City of West Palm Beach Contract No. 29650.001 for the purpose of maintaining these FDOT-owned streetlights in accordance with FDOT standards and requirements; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town to enter into this Agreement under the same terms, conditions, and pricing established in the City of West Palm Beach Contract No. 29650.001.

NOW THEREFORE, the Town and the Contractor, in consideration of the mutual promises contained herein, agree as follows:

Scope of Services – The Contractor shall perform streetlight maintenance and repair services for the Town in accordance with the terms, conditions, and unit prices set forth in the City of West Palm Beach Contract No. 29650.001, which is incorporated herein by reference.

Term – This Agreement shall commence on November 05, 2025, and remain in effect for 3 years, with two one-year renewal options as set forth herein.

Compensation – The Town shall compensate the Contractor at the rates established under the City of West Palm Beach Contract No. 29650.001. No minimum amount of work is guaranteed. Exhibit A.

Insurance and Indemnification - The Contractor shall maintain all insurance and indemnification requirements as specified in the City of West Palm Beach Contract and shall name the Town of Lake Park and FDOT as additional insureds.

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

Entire Agreement – This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements.

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

TOWN OF LAKE PARK

C.R. DUNN, INC.

By: _____

By:  _____

Name: _____

Name: Russell P Dunn _____

Title: _____

Title: VP _____

Date: _____

Date: 10-29-25 _____



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2025
Originating Department: Community Development
Agenda Title: Ordinance No. 05 -2025 – Amendment – Comprehensive Plan - Five-Year Capital Improvements Schedule Update (1st Reading)
Agenda Category (i.e., Consent, New Business, etc.): Ordinance on 1st Reading
Approved by Town Manager: _____ **Date:** _____

Cost of Item: To be billed **Funding Source:** General Fund - Legal
001-514-108-
Account Number: 31100 **Finance Signature:** Barbara A. Gould

Advertised: _____ **Newspaper:** _____

Attachments: Ordinance 05-2025

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

Summary Explanation/Background:

The Community Development Department is requesting the Town Commission to amending the Town's Comprehensive Plan to update the Capital Improvement Schedule within the Capital Improvements Element in accordance with state law.

Note: State Statute 163.3177 (3) (a) (4) requires that municipalities annually update their Capital Improvements Element of their Comprehensive Plan to reflect their latest adopted Five Year Capital Improvements Schedule.

The Town's Capital Improvement Plan (CIP) schedule was last adopted on Sept 18, 2025 as part of the FY 2026 Budget. Thus, the proposed amendment to the Town's Comprehensive Plan, if approved, would meet the requirements outlined within state law.

Note: Unlike other amendments to the Comprehensive Plan, the update of the Five Year Capital Improvements Schedule is not required to be reviewed by the State's planning agency and will become effective upon 2nd and Final reading.

Additionally, as a budget-related ordinance, per statute, a business impact estimate statement is not required.

The proposed Ordinance is being presented for consideration by the Town Commission on 1st reading and is expected to be considered on 2nd and Final Reading during the November 19, 2025 Regular Town Commission Meeting.

The proposed Ordinance was prepared by the Community Development staff and reviewed by the Town Attorney.

Recommended Motion:

I move to approve Ordinance 05-2025 on 1st reading to amend the Town's Comprehensive Plan by updating the Town's Five Year Capital Improvements Schedule within the Capital Improvements Element.

ORDINANCE NO. 05 -2025

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE OF THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature originally required all local governments to annually amend their Comprehensive Plans to update the Capital Improvements Element, including the Five Year Schedule of Capital Improvements contained therein; and

WHEREAS, pursuant to House Bill 7207 the Florida Legislature repealed the requirement that local government annually amend their Comprehensive Plans to update Five Year Capital Improvements Schedules; and

WHEREAS, local governments are now only required to review their Capital Improvements Element and adopt any update thereto pursuant to an ordinance which is not subject to review by the state land planning agency; and

WHEREAS, the Town staff has prepared an ordinance which amends the schedule in the Capital Improvements Element of the Town's Comprehensive Plan; and

WHEREAS, the Town Commission of the Town of Lake Park has held the duly required public hearings to adopt this ordinance.

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

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

Section 2: "Exhibit A" which is attached hereto and incorporated herein contains the text of Policy 1.11 which is contained in the Town's Comprehensive Plan to amend Capital Improvement Schedule by replacing the 2020 to 2024 with the 2025/26 Capital Improvements Element's Five Year Capital Improvement Schedule.

Section 3: Policy 1.8 and Policy 5.56 of the Capital Improvements Element shall be amended as shown in “**Exhibit B**” to be consistent with the new Capital Improvements Schedule.

Section 4 **Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5 **Severability.** Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this ordinance.

Section 6. **Effective Date.** The ordinance shall become effective upon adoption.

#7118522 v1 26508-00001

FIVE YEAR CAPITAL IMPROVEMENTS PLAN

(Source: Town Budget adopted September 18, 2025 Res. # 71-09-25)

GENERAL FUND

GENERAL FUND EXPENDITURES								
*c o d e	Dept./ Project Description	Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
	PUBLIC WORKS –Grounds, Streets/roads, Veh. Maintenance.							
3	Trailer Replacement (2)	General Fund Revenue		\$ 17,000				\$ 17,000
3	Utility Vehicle	General Fund Revenue		\$ 19,250				\$ 19,250
3	Compact Lift (Streetlights)	TBD		\$40,000				\$40,00
3	Forklift (5,000 lb. Capacity)	TBD		\$65,000				\$65,000
3	PW Fuel Dispensing System Replacement	TBD		\$70,000				\$70,000
3	PW Diesel Fuel Tank Replacement	TBD		\$110,000				\$110,000
3	PW Gate Control System Replacement	TBD		\$38,000				\$38,000
3	Clock Tower Public Sound System	TBD		\$10,000				\$10,000
3	Town-wide Park Bench Replacement			\$15,705				\$15,705
2	Traffic Control Devices/Traffic Calming	Mobility Fees		\$200,000				\$200,000
2	Southern Outfall - Final Phase	Grant funding/ Special Assmt.	\$2,500,000					\$2,500,000
3	Park Avenue Lane Reduction	Grant Funding		\$3,500,000				\$3,500,000
3	Road Improvements - Various Location	General Fund		\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000
3	Sidewalks - Various Locations	General Fund		\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000
2	Septic to Sewer Conversion Project- Generally West of Old Dixie Hwy	Grant Funding/ Special Assmt.		\$5,810,000				\$5,810,000
	INFORMATION TECHNOLOGY							
3	Computer/Laptop Replacements	TBD		\$87,400	\$19,000	\$19,000	\$19,000	\$144,000

	Dept./ Project Description	Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
	TOWN CLERK							
3	Records Retention	General Fund Revenue		\$8,000				\$8,000
	TOWN COMMISSION							
3	Security Improvements to the Commission Chambers	General Fund Revenue		\$100,000				\$100,000
3	Town Hall Preservation Improvement Project - Commission Chambers	Discretionary Surtax/Grant Funding		\$ 200,000				\$ 2 00,000
	LIBRARY							
3	Library South Doors - ADA Compliant	Discretionary Surtax	\$ 28,750					\$ 2 8,750
	SPECIAL EVENTS							
3	Pro Shop Pavilion Doors & Windows	Discretionary Surtax	\$ 41,000					\$ 4 1,000
3	Bert Bostrom Community Center	TBD		\$ 15,000,000				1 5,000,000
3	Town Bus (used)	TBD		\$100,000				\$100,000
2	Kelsey Park Master Plan Projects	Public Improvement Fund/Grant	\$940,800					\$ 9 40,800
	TOTAL EXPENDITURES		\$ 3,710,550	\$ 26,190,355	\$ 1,019,000	\$ 1,019,000	\$ 1,019,000	\$ 32,957,905

GENERAL FUND REVENUE						
Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
General Fund Revenue		1,144,250	1,019,000	1,019,900	1,019,900	4,201,250
Discretionary Surtax	169,750					169,750
Mobility Fees		200,000				200,000
Public Improvement Fund	470,400					470,400
Special Assessment		\$ 1,110,000				\$ 1,110,000
Grant Funding	3,070,400	8,200,000				\$ 11,270,400
TBD		\$15,536,105				\$ 15,536,105
TOTAL FUNDING	\$ 3,710,550	\$ 26,190,355	\$ 1,019,000	\$ 1,019,000	\$ 1,019,000	\$ 32,957,905

SANITATION FUND – Includes six years

SANITATION FUND									
Expenditures									
* c o d e	Dept./ Project Description	Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
2	Side Loader Truck (Replace #51)	Loan-Financed	\$393,889						\$393,889
2	Front End Loader Truck (Replace #44)	Loan-Financed	\$376,065						\$376,065
2	Grapple Truck (Replace #66)	Loan-Financed		\$250,000					\$250,000
2	Rear Loader Truck (Replace #42)	Loan-Financed		\$308,700					\$308,700
2	Front End Loader Truck (Replace #56)	San Assess + Invest Inc.	\$123,338	\$127,338	\$127,339				\$382,015
2	Side Loader Truck (Replace #58)	Loan-Financed			\$413,908				\$413,908
2	Grapple Truck (Replace #67)	San Assess + Invest Inc.	\$83,333	\$83,333	\$83,334				\$250,000
2	Truck (Replacement)	San Assess + Invest Inc.					\$66,666	\$66,666	\$133,332
2	Side Loader Truck (Replacement)	San Assess + Invest Inc.					\$137,705	\$137,705	\$275,410
2	Front End Loader Truck (Replacement)	San Assess + Invest Inc.					\$152,111	\$152,111	\$304,222
	TOTAL		\$980,625	\$769,371	\$624,581	-	\$356,482	\$356,482	\$3,087,541
Revenue – Funding									
	Sanitation Assessments		-	-	\$210,673	-	\$356,482	\$356,482	\$923,637
	Loan- Financed		\$769,954	\$558,700	\$413,908	-	-	-	\$1,742,562
	Investment Income Proceeds		\$210,671	\$210,671	-	-	-	-	\$41,342
	TOTAL		\$980,625	\$769,371	\$624,581	-	356,482	356,482	\$3,087,541

STORMWATER FUND

STORMWATER FUND								
Expenditures								
* c o d e	Dept./ Project Description	Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
	VAC Truck (Replace #52)	Stormwater Assessments	\$635,740					\$635,740
2	Mason Dump Truck	Stormwater Assessments			\$95,000			\$95,000
2	Dump Truck (Replace #59)	Stormwater Assessments		\$175,000				\$175,000
2	Street Sweeper (Replace #16)	Stormwater Assessments			\$278,000			\$278,000
	Backhoe Loader (Replace #46)	Stormwater Assessments						\$155,000
2	MADVAC	Stormwater Assessments	\$120,000					\$120,000
3	Quick View Camera	Stormwater Assessments	\$30,000					\$30,000
3	Trailer	Stormwater Assessments	\$35,000					\$35,000
3	Commercial Steel Building	Stormwater Assessments	\$50,000					\$50,000
	TOTAL		\$870,000	\$330,000	\$337,000	-	-	\$1,573,740
Revenue – Funding								
Stormwater Assessments			\$870,000	\$330,000	\$337,000			\$1,573,740
TOTAL			\$870,000	\$330,000	\$337,000			\$1,573,740

**FIVE YEAR CAPITAL IMPROVEMENTS PLAN –
PROJECTS WITHIN CRA DISTRICT**

*code	Project Description	Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
2	10 th Street Oval - About	Mobility fees, PBC Grant, CRA		\$1,300,000	\$700,000			\$2,000,000
3	10 th Street Streetscape	CRA		\$1,000,000				\$1,000,000
2	Park Avenue Extension	PBC Impact fees, CRA				\$500,000		\$500,000
2,3	Road Improvements- Various locations in CRA District	CRA	\$500,000					\$500,000
3	Sidewalks – CRA District	CRA	\$200,000					\$200,000
	TOTAL EXPENDITURES		\$700,000	\$2,300,000	\$700,000	\$500,000		\$4,200,000
	FUNDING							
		Mobility Fees		\$200,000				\$200,000
		PBC Funding		\$400,000				\$400,000
		CRA	\$700,000	\$1,700,000	\$700,000	\$500,000		\$3,600,000
	TOTAL FUNDING		\$700,000	\$2,300,000	\$700,000	\$500,000		\$4,200,000

*Project Category Codes

- 1 – Project necessary to achieve Level of Service
- 2 – Project will enhance ability to continue to meet Level of Service
- 3 – Project will further the achievement of Comprehensive Plan goals, objectives and policies.

¹ Note: The Town's ability to implement certain projects in accordance with this schedule is contingent upon the receipt of grant funds as identified in "Funding Source" column

EXHIBIT BPolicy 1.8:

~~On or before the statutory deadline, t~~ The Comprehensive Plan shall ~~be amended to~~ include a financially feasible Five-Year Capital Improvements Schedule that documents all projects necessary to achieve and/or maintain the Level of Service Standard or that otherwise implement the Comprehensive Plan. The schedule shall be updated annually by ordinance in accordance with FS 163.3177(3)(a)(4). ~~through the Comprehensive Plan amendment process.~~ In addition to Town projects, the Capital Improvements Schedule shall include projects to be implemented by other agencies that impact its ability to achieve or maintain the adopted Level of Service Standards, including transportation projects that may be implemented in whole or in part through proportionate fair share mitigation options.

Policy 5.6:

The Town shall incorporate capital improvements affecting Town levels of service by referencing the Capital Improvements Schedules of Palm Beach County, state agencies, regional water supply authorities and other units of government providing services but not having regulatory authority over the use of land into its 5-Year Schedule of Capital Improvements. The Town Capital Improvement Element Schedule shall be maintained and updated annually and shall demonstrate that level of service standards will be maintained during the next five-year ~~(2019/2020 through 2024/2025)~~ (2025/26 through 2029/30) planning period.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2023

Originating Department: Community Development

Agenda Title: Ordinance No. 04-2025 - Amendment - Comprehensive Plan - Future Land Use and Intergovernmental Coordination Elements (Remove Bioscience Overlay)(2nd and Final Reading)

Agenda Category: PUBLIC HEARING-ORDINANCE ON 2nd AND FINAL READING

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

Cost of Item: _____ **Funding Source:** _____

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

Advertised: _____ **Newspaper:** _____

Attachments: Background Summary, Ordinance #04-2025

Please initial one:

_____ Yes I have notified everyone

x Not applicable in this case

Summary Explanation:

The Community Development Department is requesting that the Town Commission consider adopting Ordinance No. 04- 2025 amending the Comprehensive Plan of Lake Park by:

1) Repealing all objectives and policies related to the Bioscience Research Protection Overlay (BRPO) contained in the Future Land Use Element and the Intergovernmental Coordination Element; and

2) Removing the Bioscience Research Protection Overlay (BRPO) from the Future Land Use Map (FLUM)

The recommended amendments to the Comprehensive Plan are basically “housekeeping items” as the Bioscience Research Protection Overlay (BRPO), established by an Interlocal Agreement (IA) in 2008 between five (5) north county municipalities and the County, as part of the initiative to bring The Scripps Research Institute to a site in Jupiter/Palm Beach Gardens. However, this initiative is no longer in existence.

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

Note: Removal of the Overlay does not constitute a more restrictive action as prohibited under SB 180, as removal of the Overlay does not change permitted uses and removal of objectives and policies will not prohibit or discourage bioscience uses in the industrial districts. Removal of the Overlay reduces a potential barrier that would have made it more difficult to change the land use designation.

The Planning and Zoning Board, sitting as the Local Planning Agency (LPA), held a Public Hearing on August 4, 2025 and voted unanimously to recommend removal of the Bioscience Overlay and approval of the proposed Ordinance to the Town Commission. No public input was received at the meeting.

Following approval on 1st reading (September 3, 2025 Town Commission Regular Meeting), the proposed amendments were transmitted to the state's Office of Economic Opportunity, which serves as the state planning agency, for review. The required thirty (30) day period for review has now expired and the Town received responses stating "no comments" or did not receive any response. Thus, the Town may proceed to adopt the amendments as submitted.

The proposed Ordinance was approved on 1st reading on September 3, 2025 by the Town Commission and is being presented for 2nd and final reading. If approved, the proposed Ordinance would be effective immediately.

The proposed Ordinance was prepared by the Community Development staff and reviewed by the Town Attorney.

Recommended Motion:

I move to approve Ordinance No. 04-2025 on 2nd and final reading to amend the Comprehensive Plan of the Town of Lake Park by repealing all objectives and policies related to the Bioscience Research Protection Overlay contained in the Future Land Use Element and the Intergovernmental Coordination Element and to remove the Bioscience Research Protection Overlay from the Future Land Use Map.

ORDINANCE 04-2025

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

WHEREAS, the Town Commission (Commission) of the Town of Lake Park, Florida (Town) has adopted a Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes, previously known as the “Local Government Comprehensive Planning and Land Development Regulation Act” and now known as the “Community Planning Act” (the Act); and

WHEREAS, the former Department of Community Affairs, now known as the Department of Commerce, has previously determined that the Town’s Comprehensive Plan was “in compliance” with the Act; and

WHEREAS, the Town’s Planning and Zoning Board sitting as the Local Planning Agency (LPA) has conducted a public hearing as required by §163.3174(4)(a), *Fla. Stat.*, and has recommended that the Commission amend the Town’s Comprehensive Plan; and

WHEREAS, the Commission has conducted a public hearing to consider the LPA’s recommendations regarding the proposed amendments to the text of the Future Land Use and Intergovernmental Coordination Elements, and the Future Land Use Map (the Amendments) and

WHEREAS, the Commission has determined that the adoption of the proposed amendments would be in compliance with the Act; and

WHEREAS, pursuant to §163.3184(11), *Fla. Stat.*, the Commission conducted a public hearing and considered public comments regarding the Amendments, following which it voted to transmit the Amendments to the Florida Department of Economic Opportunity now known as the Department of Commerce, appropriate reviewing agencies, and any other local government or governmental agency that has made a written request of the Town pertaining to the Amendments.

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

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

Section 2: The Future Land Use Element of its Comprehensive Plan is hereby amended to repeal Policy 1.10 of Objective 1 and Objective 8 and its implementing policies as shown below:

Objective 1

~~Policy 1.10: The Town shall adopt and maintain land development regulations that provide incentives for bioscience research/biotechnology uses to encourage the clustering of that industry within the Town and particularly within the Bioscience Research Protection Overlay (BRPO). Policy 1.11: The Town shall ensure that an adequate amount of land is designated for bioscience research/biotechnology uses.~~

Objective 8 ~~The Town shall implement a Bioscience Research Protection Overlay (BRPO) for the purpose of promoting bioscience research/biotechnology uses and shall discourage the conversion of those uses to retail or residential uses.~~

~~Policy 8.1:~~

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

~~Policy 8.2:~~

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

~~Policy 8.3~~

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

~~Policy 8.4:~~

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

~~Policy 8.5:~~

~~Those parcels of land whose future land use and zoning designations permit bioscience research/biotechnology uses, may not be rezoned, redesignated, amended or otherwise converted to other commercial retail or residential uses, which are not clearly accessory or ancillary uses to bioscience research/biotechnology uses without the supermajority vote of the Town Commission~~

Section 3. Sections 3.4.3 "Future Land Use Classification System" and 3.4.4 "Future Land Use Map" are hereby amended as follows:

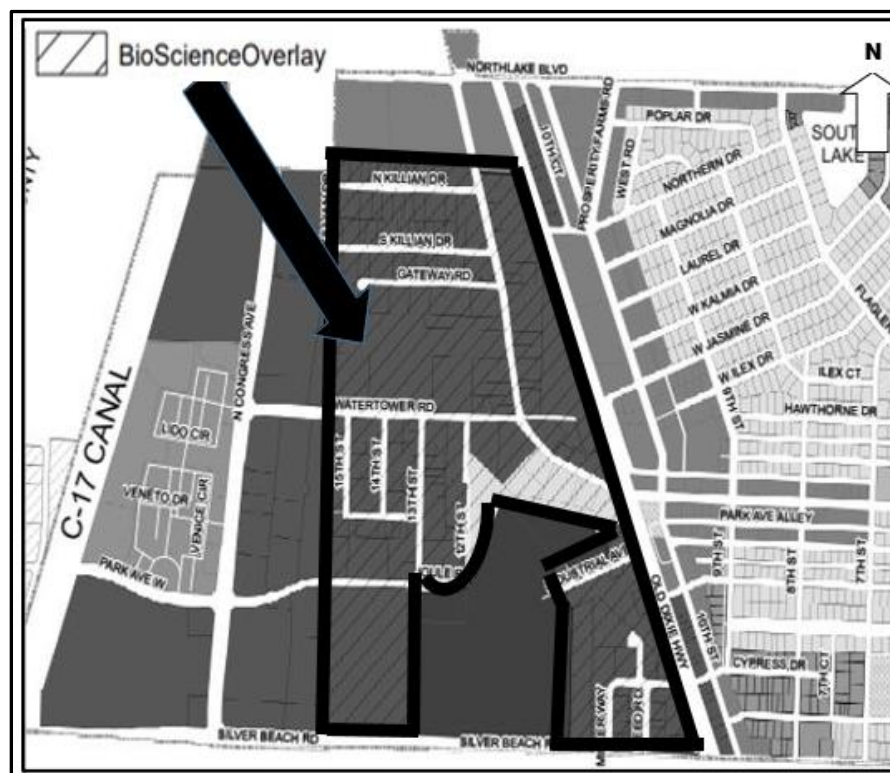
3.4.3 Future Land Use Classification System

Land use categories listed as follows are hereby adopted as the "Future Land Use Classification System.", consistent with and as a means to implement the objectives and policies of this element. Please note that the ability to achieve the maximum residential density and/or Floor Area Ratio (F.A.R.) is contingent upon,

Item 9.

[no changes to other designations in the future land use classification system]

The Future Land Use Map is hereby amended to remove the Bioscience Research Protection Overlay (Bioscience Overlay) as shown on the map below. No change in the future land use categories will occur



Coordination Element of the Comprehensive Plan are hereby repealed as follows:

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

Policy 7.1:

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

Policy 7.2:

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

Section 5 Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6 Severability. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this ordinance.

Section 6. Effective Date. The amendments to the Comprehensive Plan contained within this ordinance shall become effective in accordance with the provisions of § 163.3184(3)(c)4., Fla. Stat.

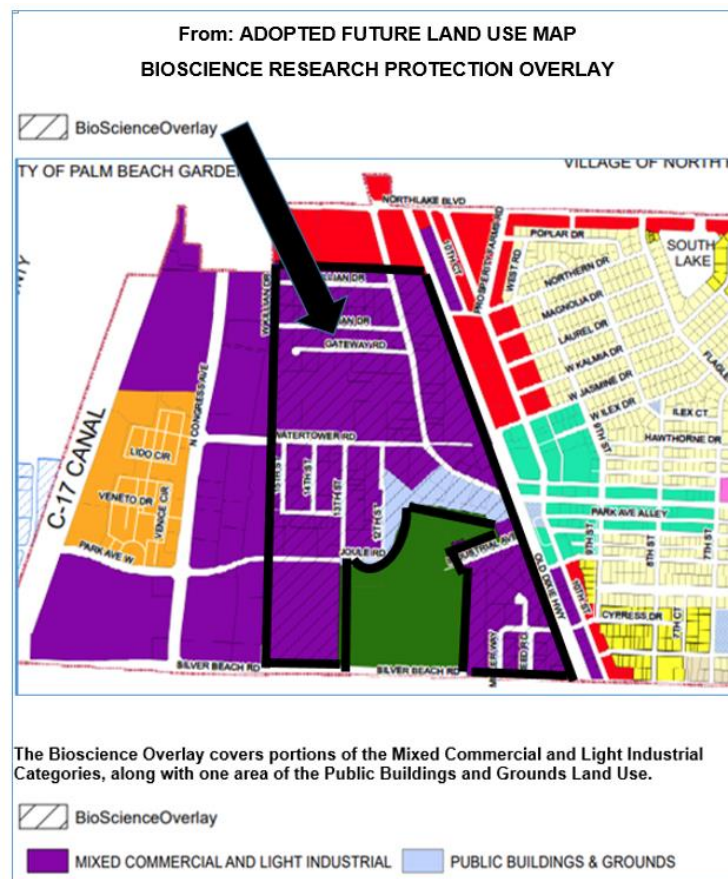
Background Summary of Ordinance 04-2025 – Comprehensive Plan Amendments

In 2008 five north county municipalities and the county entered into an Interlocal Agreement (IA) as part of an initiative to bring The Scripps Research Institute to a site in Jupiter/Palm Beach Gardens. The IA required that each entity establish a Bioscience Overlay district to encourage bioscience use and protect the area from conversion into residential use, and to adopt Comprehensive Plan policies to encourage bioscience. A Bioscience Land Protection Advisory Board was created, charged with insuring sufficient land continued to be available in northern Palm Beach County for the location of bioscience companies. The jurisdictions, including Lake Park, amended their Comprehensive Plans to reflect the bioscience initiatives

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

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

The "Bioscience Overlay," includes the areas within the Town as outlined below:



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

Removal of the Overlay does not constitute a more restrictive action as prohibited under SB 180, as removal of the Overlay does not change permitted uses and removal of objectives and policies will not prohibit or discourage bioscience uses in the industrial districts. Both the CLIC-1 and C-4 zoning districts include broad categories such as "research, experimental or testing labs" or "research and development" which would include bioscience related businesses. The C-4 zoning district includes "bioscience" as a permitted use.

Removal of the Overlay reduces a potential barrier that would have made it more difficult to change the land use designation. The amendment will facilitate any necessary land use or zoning changes in the industrial districts since, as required by the IA Future Land Use policy 8.5 requires a 2/3 vote of the Town Commission (rather than a simple majority) to change industrial land uses in the Overlay



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 5, 2025
Originating Department: Finance
Agenda Title: Town of Lake Park Fiscal Year 2024 Annual Financial Statements (Audit)

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

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

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

Attachments: Fiscal Year 2024 Annual Comprehensive Financial Report ("ACFR")

Please initial one:

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

Summary Explanation/Background:

Per Florida Statutes Chapter 218, section 218.39(b) - Annual financial audit reports, "any municipality with revenues or the total of expenditures and expenses in excess of \$250,000" is required to have an annual audit of its records completed within nine (9) months after the end of the fiscal year.

The Town's independent auditor, CBIZ CPAs P.C., has completed the Town of Lake Park's audit for Fiscal Year 2024.

Mr. Branden Lopez, Managing Director, Shareholder with CBIZ CPAs P.C., will present the Financial Statements of the Town of Lake Park for the year ended September 30, 2024.

Recommended Motion:

I move to accept the Town of Lake Park's Fiscal Year 2024 Annual Comprehensive Financial Report ("ACFR").



CBIZ CPAs P.C.

525 Okeechobee Boulevard
Suite 750
West Palm Beach, FL 33401

P: 561.653.7300

October 30, 2025

To the Honorable Mayor and Members of the Town Commission
Town of Lake Park, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Lark Park, Florida (the “Town”) as of and for the fiscal year ended September 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, OMB Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards*, the Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida

As stated in our engagement letter dated March 25, 2024, our responsibility, as described by professional standards, was to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the Town’s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the Town’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we examined, on a test basis, evidence about the Town’s compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs, for the purpose of expressing an opinion on the Town’s compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the Town’s compliance with those requirements.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion and Analysis, the Budgetary Comparison Schedules, the applicable Pension Trust Fund Schedules, and the Schedule of Changes in the Town's Total OPEB Liability, which supplement the basic financial statements, was to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI is not audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we did not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Combining Fund Financial Statements and the Schedule of Expenditures of Federal Awards, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on introductory section and statistical section, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information is not audited, and we do not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, Significant Risks and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit involves judgment about the number of transactions to be examined and the areas to be tested.

Our audit included obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified management override of controls as a significant risk of material misstatement as part of our audit planning.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during September 30, 2024, with the exception of the implementation of Governmental Accounting Standards Board (“GASB”) Statement No. 100, *Accounting Changes and Error Corrections*. We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Town’s financial statements were:

Management’s estimate of the net pension liability and related deferred outflows/inflows in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27* (GASB 68) and the Total OPEB Liability and related deferred inflows/outflows in accordance with GASB Statement No. 75, *Accounting and Reporting for Postemployment Benefits other than Pensions* (GASB 75) are based on actuarial methods and assumptions used by the actuaries for the development of the funding valuations as well as the accounting valuations. The key factors impacting the assumptions, such as inflation, salary changes, market conditions, ad hoc postemployment benefit changes (including ad hoc cost-of-living adjustments [COLAs]), and inputs to the discount rate, as well as certain information about mortality assumptions and the dates of experience studies, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop these estimates described above, in determining that it is reasonable in relation to the financial statements as a whole.

Management’s estimate of the allowance for uncollectible receivables is based on aging of receivables, historic loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements were:

The disclosures related to the Town’s defined benefit pension plan in Note 11 to the Financial Statements.

The disclosures related to the Town’s OPEB plan in Note 12 to the Financial Statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

Aside from delays in obtaining the Town's final reconciled trial balance, we did not encounter any significant difficulties in working with management during the performance and completion of our audit.

Independence

For the fiscal year ended September 30, 2024, we were engaged to provide nonaudit/nonattest services mainly related to the assistance of preparation of financial statements and related notes, the Data Collection Form as required by the Federal Single Audit Clearinghouse, and assistance with the preparation of the GASB 68, 75 and 87 journal entries. We evaluated the nature and objective of the requested work, the role of the nonaudit/nonattest responsibilities and management's role and determined that our independence would not be impaired, in fact or appearance.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 30, 2025.

Significant Unusual Transactions

For purposes of this letter, professional standards define *significant unusual transactions* as transactions that are outside the normal course of business for the Town or that otherwise appear to be unusual due to their timing, size or nature. We did not identify any significant unusual transactions during our audit.

Related Party Relationships and Transactions

As part of our audit, we evaluated the Town's identification of, accounting for, and disclosures of the Town's relationships and transactions with related parties as required by professional standards. We did not identify any related parties or related party relationships or transactions that were previously undisclosed to us; significant related party transactions that have not been approved in accordance with the Town's policies or procedures or for which exceptions to the Town's policies or procedures were granted; or significant related party transactions that appeared to lack a business purpose.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Town’s financial statements or a determination of the type of auditors’ opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

The schedule of findings and questioned costs (the “Schedule”) which includes our audit findings is included in the reporting section of the Town’s Financial Statements. The Schedule includes two (2) significant deficiencies along with management’s responses to correct/improve (corrective action plan) these reported matters.

Other Matters

We applied certain limited procedures to management’s discussion and analysis, the schedule of changes in the net pension liability and related ratios, the schedules of employer contributions, and the schedule of changes in total OPEB liability and related ratios, and the budgetary comparison schedules, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund financial statements and schedules, as listed in the table of contents, and the schedule of expenditures of federal awards, as required by the Uniform Guidance, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it. We did read the other information and considered whether a material inconsistency exists between the other information and the financial statements. We did not note any material inconsistencies.

Restriction on Use

This information is intended solely for the information and use of the Honorable Mayor, Town Commission, Town Manager and management of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

CBIZ CPAs P.C.

CBIZ CPAs P.C.
West Palm Beach, FL

TOWN OF LAKE PARK, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Prepared by the Finance Department



TOWN OF LAKE PARK, FLORIDA

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TOWN OF LAKE PARK, FLORIDA

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TOWN OF LAKE PARK, FLORIDA

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INTRODUCTORY SECTION



Finance
Department

October 30, 2025

The Honorable Mayor,
Members of the Town Commission and Citizens
Town of Lake Park, Florida

The Annual Comprehensive Financial Report (ACFR) of the Town of Lake Park, Florida, (the "Town") for the fiscal year ended September 30, 2024, is hereby submitted. Florida law and the Rules of the Auditor General for the State of Florida require every municipality to complete a set of audited financial statements annually within nine (9) months of the close of the fiscal year. This report is published to fulfill the requirement for the year ended September 30, 2024.

This report consists of management's representation concerning the finances of the Town of Lake Park. Consequently, management assumes full responsibility for the completeness and reliability of the information presented in this report. To provide a reasonable basis for making these representations, management of the Town of Lake Park has established a comprehensive internal control framework that is designed both to protect the Town assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town of Lake Park's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Town of Lake Park's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The Town of Lake Park's financial statements have been audited by Marcum LLP, certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the Town of Lake Park for the fiscal year ended September 30, 2024, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assess the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the Town of Lake Park's financial statements for the fiscal year ended September 30, 2024, are fairly presented in conformity with GAAP. The independent auditors' report is located at the front of the Financial Section of this report on page 1.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditors' report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

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

www.lakeparkflorida.gov

PROFILE OF THE TOWN

Originally incorporated in 1923 as Kelsey City, the city was renamed in 1939 to the Town of Lake Park. The Town of Lake Park is a political subdivision of the State of Florida with a population of 8,980 residents (U.S. Census Bureau, 2022 estimate), ideally located in the southeastern part of the State on the Atlantic Intracoastal Waterway. The Town is primarily residential but has several types of light industry, commercial and retail businesses and shopping centers.

The Town of Lake Park operates under a commission-manager form of government. Policymaking and legislative authority are vested in a governing commission consisting of the Mayor, Vice-Mayor and three Commissioners. The governing body is responsible for, among other things, passing ordinances, adopting the budget, appointing committees, and hiring both the Town Manager and Town Attorney. The Town Manager serves as the Chief Administrative Officer for the Town and is responsible for day-to-day operations, including the hiring, discipline, and firing of all Town employees.

In 2008, the Department of Justice of the United States filed a civil action against the Town alleging that the then current at-large method of electing the Commissioners for the Town, enhanced by the use of staggered terms and designated posts, resulted in black citizens of the Town having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of Section 2 of the Voting Rights Act of 1965. Subsequent to the end of Fiscal Year 2009, as a result of the Department of Justice Consent Decree with the Town, which requires that the Town change the manner in which candidates for Commission seats are elected by imposing a method known as "Limited Voting", an ordinance was adopted to amend the Charter to reflect this change. The seat of Mayor is elected in one election year and the four remaining commissioners are elected in the next election year, with no election occurring in the third year. The Mayor and Commission members are elected on a non-partisan basis. There are no term limits for elected officials.

The Town of Lake Park provides a full range of services, including building inspections, code enforcement, residential and commercial sanitation service, a public library, recreation and cultural events. Police and fire protection are contracted through Palm Beach County. Water and sewer service is provided through the Seacoast Utility Authority. The Town's financial statements also include the Lake Park Community Redevelopment Agency (CRA); a dependent special district established by the Town, under authority granted by Florida Statute 163, Section III.

The Town is financially accountable for the CRA which is included in the Town's financial statements as a blended component unit reported in a governmental (special revenue) fund, the CRA Fund. The Town is required by State law to adopt an annual budget for the general fund. The annual budget serves as the foundation for the Town's financial planning and control. The budget is prepared by fund, function (e.g., public safety) and department (e.g., police). The Town Manager may transfer resources within a department or fund up to \$10,000. Budgetary transfers require the approval of the Town Commission for any of the following: transfers above \$10,000, transfers between funds, transfers from Unassigned Fund Balance, or transfers from the Town's Contingency Account.

LOCAL ECONOMY

The Town's economic growth, which had been stymied due to the national recession and collapse of the housing and real estate market, has been showing steady growth and is projected to have significant growth in the near future, especially in the CRA area. Property values increased dramatically throughout Palm Beach County and the Town of Lake Park between the years of 2002 through 2008. The taxable value of property within the Town decreased from 2009 through 2012 due to the impact of the housing related crisis. The taxable value began recovering in 2013 and steadily increased since. Recent increases include 7.3% in 2020, 5.79% in 2021, 10.3% in 2022, and 11.26% in 2023. In 2024, taxable values increased from prior year at an eleven year high of 13.18%. The relationship of commercial assessments compared to residential assessment has historically been around 50/50, but with the decline in the housing market, this relationship has shifted to approximately 53/47.

The Town is experiencing the buildout of some of the remaining vacant parcels but does not anticipate any significant changes in the type of development that will occur. It is anticipated that redevelopment and reuse of existing structures will eventually take place and that the Town will continue to diversify its tax base. The historical decline in both commercial and residential assessments appears to have been reversed.

The decrease in taxable values within the Town peaked at more than \$302 million, now stands at an increase and is expected to continue to increase over the next several years. A small increase in the millage was adopted for Fiscal Year 2013-2014 and the millage was held at the same rate for Fiscal Year's 2014-2015, 2015-2016, 2017- 2018, 2018-2019, 2019-2020, 2020-2021, and in 2021-2022. For fiscal year 2016 the Town adopted a MSTU for fire services during the year, thus the millage for the Fire Services was not included in the operating millage accounting for a decrease in revenue and expense of \$1,813,451. The operating millage rate decreased in 2022-2023 to 5.1870 (8.6451 mills less the fire millage of 3.4581). In 2023-2024, the operating millage rate was reduced again to 5.1000, a 1.6% decrease. While public safety is paramount to the citizens of the Town, the cost of police services represent 43% of the General Fund expenditures and essentially consumes 100 % of the ad valorem tax revenue.

The Town continues to look for ways to provide essential services to the public in the most cost efficient, effective way without the health, safety and welfare of the community being compromised. The use of one time sources of revenue for recurring expenditures is not an option given the modest level of reserves and the threat of hurricanes as annual possibility. Alternative sources of revenue and increased fees have been enacted and will continued to be evaluated annually.

The Community Redevelopment Agency (CRA) purchased commercial property in 2008, located at 800 Park Avenue, which was refurbished and was used as an art studio and gallery for a period in 2010 and 2011. In 2012 the building was leased to The Artists of the Palm Beaches who are to provide free classes, have monthly exhibits, and use the building as the group's base of operations. Currently, the building is now operating as the Recreation Center for the Town of Lake Park/ CRA Office. The building hosts various recreation programs including summer camp. Improvements have continued for the downtown area including increased façade improvement grants and limited business development grants. These CRA Master Plan last updated in November 2022 provide the guidelines for future priorities, development and grants. A requested expansion of the CRA area has been approved for the 2025-2026 fiscal year.

ACCOUNTING AND BUDGETARY CONTROLS

The accounting and financial reporting of the Town's general government operations takes place in four broad categories: the General Fund, Special Revenue Funds, Debt Service Fund, and Insurance Internal Service Fund. The records and reports for these funds are maintained on the modified accrual basis, with revenue being recorded when measurable and available, and expenditures being recorded when the services or goods are received and the liabilities incurred. Accounting records for the Town's enterprise operations and pension trust funds are maintained on the accrual basis.

Management of the government is responsible for establishing and maintaining internal controls designed to ensure that the assets of the government are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP). The internal control is designed to provide reasonable, rather than absolute, assurance these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the evaluation of costs and benefits requires estimates and judgments by management.

As a recipient of federal, state and local awards, the Town is responsible for ensuring that adequate internal control is in place to ensure compliance with applicable laws and regulations related to those programs. This internal control is subject to periodic evaluation by management.

In addition, the government maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the legal provisions embodied in the annual budget approved by the government's governing body. Activities of the General Fund, Community Redevelopment Agency, Debt Service Fund and proprietary funds are included in the annual appropriated budget. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is established at the department level within the individual fund. The government also maintains an encumbrance accounting system as one technique of accomplishing budgetary control.

As demonstrated by the basic financial statements and schedules included in the financial section of the report, the government continues to meet its responsibility for sound financial management.

MAJOR INITIATIVES

Stormwater mitigation efforts continue with the completion of the 2nd Street 5% Roadway Bioswales Program Grant along with the start of State of Florida Department of Economic Opportunity Grant. The latter project began in fiscal year 2023-2024 and is expected to continue through fiscal year 2025-2026. Upgrades to historic Town Hall continue through grant funding, as well. Ongoing park enhancements continue with West Ilex Park completing phase II of its upgrades. Kelsey Park is targeted for future enhancement including a water feature through grant opportunities and the public improvement fund. The P3 (Public Private Partnership) to develop and expand the Town's marina continues to move forward. Additional emphasis is being placed on pavement and sidewalk improvements throughout the Town as we look toward the future.

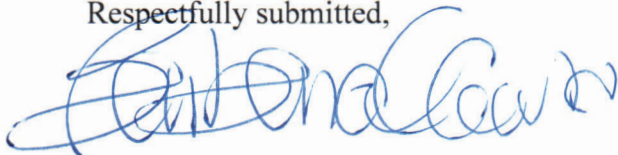
ACKNOWLEDGEMENTS

An annual comprehensive financial report of this type and depth, illustrating the results of operations of the entire Town and its various diversified funds and activities, could not have been prepared so completely without the dedication and efficiency of the Assistant Finance Director, along with the assistance of the entire Finance Department staff.

Their dedication and hard work is greatly appreciated. My appreciation is also extended to our independent auditors, CBIZ CPAs, P.C., for their cooperation and guidance.

Special appreciation is extended to the Mayor, Town Commission, Town Manager, and Department Heads for their interest and support in planning and conducting the financial operations of the Town in a responsible and progressive manner.

Respectfully submitted,



Barbara A. Gould
Finance Director

TOWN OF LAKE PARK FLORIDA

List of Principal Officials

September 30, 2024

Mayor

Roger Michaud

Vice Mayor

Michael Hensley

Town Commission

John Linden

Michael O'Rourke

Judith Thomas

Town Manager

Richard Reade

Town Clerk

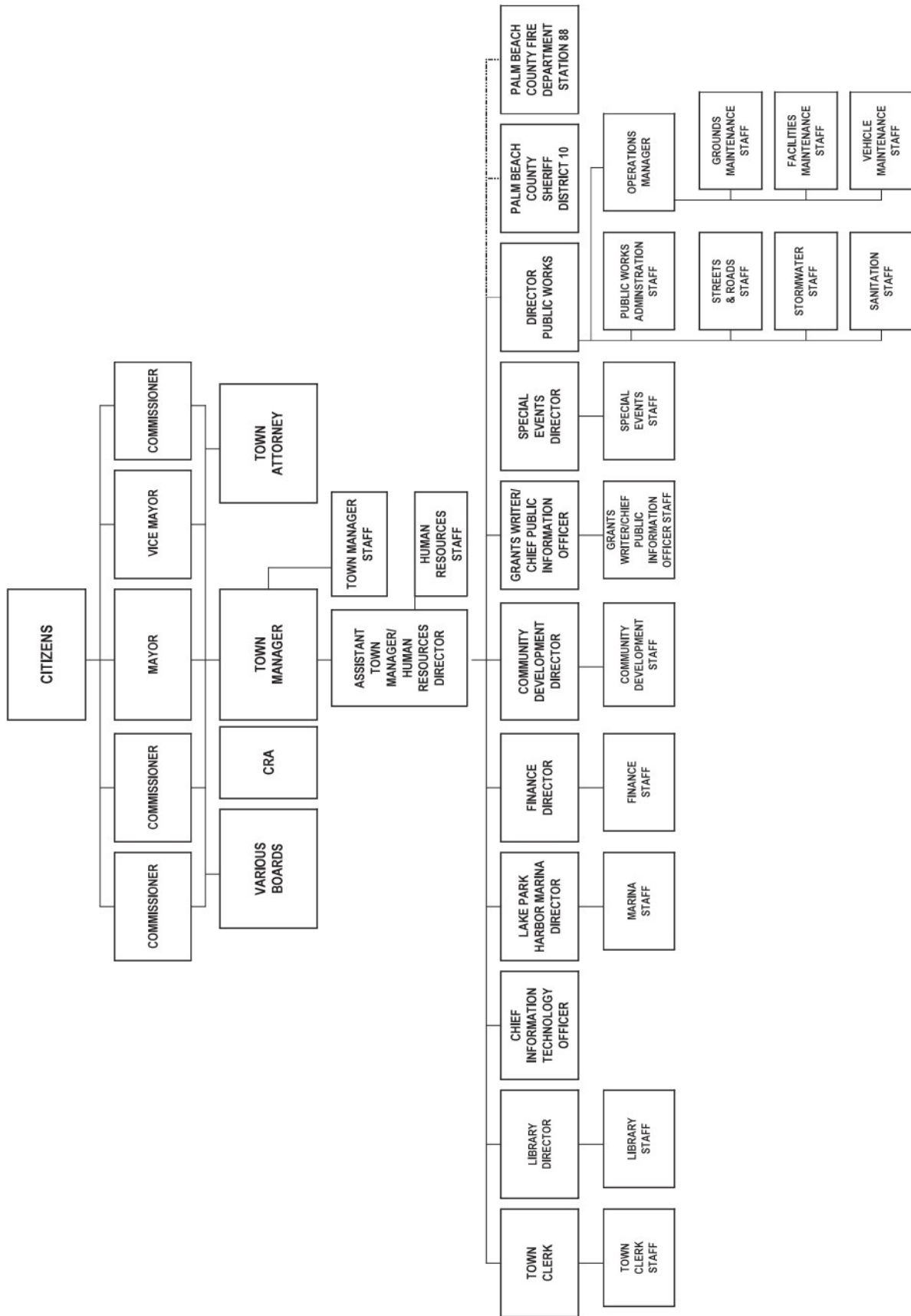
Vivian Mendez

Finance Director

Barbara Gould

Public Works Director
Community Development Director
Special Events Director
Harbor Marina Director
Human Resources Director
Information Technology Director

Jaime Morales
Nadia DiTomasso
Riunite Franks
Jason Tenney
Bambi McKibbon-Turner
Paul McGuinness



FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

Independent Auditors' Report

To the Honorable Mayor and Town Commission
Town of Lake Park, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Lake Park, Florida (the "Town"), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 14, the budgetary comparison schedules and the related note on pages 72 to 74, and the required supplementary information for the pensions and OPEB on pages 68 to 71, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining fund financial statements as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2025 on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

CBIZ CPAs P.C.

West Palm Beach, FL
October 30, 2025

**MANAGEMENT'S DISCUSSION AND ANALYSIS
(MD&A)**

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

The Town of Lake Park, Florida (the "Town") administration offers readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2024. Readers are encouraged to consider the information presented here in conjunction with additional information that has been furnished in the transmittal letter and the accompanying basic financial statements.

The information contained within this Management's Discussion and Analysis (MD&A) is only a component of the entire financial statement report. Readers should take time to read and evaluate all sections of the report, including the Notes to the Financial Statements and the Required Supplementary Information that is provided in addition to this MD&A.

Financial Highlights

Government-Wide Financial Statements

- The assets and deferred outflows of the Town exceeded its liabilities and deferred inflows at September 30, 2024 by \$28,874,783. Of this amount, unrestricted net position is \$4,341,888.
- The total net position increased by \$3,702,009 of which an increase of \$1,397,431 was attributed to governmental activities and an increase of \$2,304,578 was related to business-type activities. The change in net position of the business-type and governmental activities of the Town was primarily attributable to an increase in charges for services and along with continued commercial and residential development.

Fund Financial Statements

- As of the close of the 2024 Fiscal Year, the Town's General Fund reported ending fund balance of \$7,105,301 an increase of \$581,714 from the prior year. Of the total fund balance, \$3,793,796 is assigned, restricted or non-spendable, while \$3,311,505 is unassigned and available for future uses by the Town Commission, an increase of \$814,364 in unassigned fund balance.
- At the end of the 2024 Fiscal Year, the unassigned fund balance for the General Fund represented just 26.98% of total General Fund expenditures or approximately 90 days of available funding.

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Using this Annual Report

This annual report consists of a series of financial statements. The three components of the financial statements are: (1) Government-wide financial statements that include the Statement of Net Position and the Statement of Activities. These statements provide information about the activities of the Town as a whole. (2) Fund financial statements tell how these services were financed in the short term, as well as what remains for future spending.

Fund financial statements also report the Town's operations in more detail than the government-wide statements by providing information about the Town's most significant funds. (3) Notes to the basic financial statements expand upon information reported in the government-wide and governmental fund statements.

Reporting the Town as a Whole

Statement of Net Position and the Statement of Activities (Government-Wide)

A frequently asked question regarding the Town's financial health is whether the year's activities contributed positively to the overall financial well-being. The Statement of Net Position and the Statement of Activities report information about the Town as a whole and about its activities in a way that helps answer this question. These statements include all assets, deferred outflows, liabilities and deferred inflows using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account, regardless of when cash is received or paid.

These two statements report the Town's net position and changes therein. Net position, assets and deferred outflows less liabilities and deferred inflows, are one way to measure the Town's financial health, or financial position. Over time, increases or decreases in net position are an indicator of whether the financial health is improving or deteriorating.

The Statement of Net Position and the Statement of Activities present information about the following:

- Governmental activities - All of the Town's basic services are considered to be governmental activities, including general government, community development, public safety, public services, library, and recreation. Property taxes, sales taxes, utility taxes, intergovernmental revenue and franchise fees finance most of these activities.
- Proprietary activities/Business-type activities - The Town charges a fee to customers to cover all or most of the cost of the services provided. The Town's Sanitation Fund, Stormwater Fund and Marina Fund are reported in this category.

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Reporting the Town's Most Significant Funds

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the Town as a whole. Some funds are required to be established by State law. However, management establishes other funds, which aid in the management of money for particular purposes or meet legal responsibilities associated with the usage of certain taxes, grants, and other money. The Town's three kinds of funds, governmental, proprietary, and fiduciary, use different accounting approaches as explained below.

- Governmental funds - Most of the Town's basic services are reported in governmental funds. Governmental funds focus on how resources flow in and out, with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs. The basic governmental fund financial statements can be found on pages 17-20 of this report.
- Enterprise funds - The Town has three enterprise funds, Sanitation, Stormwater and Marina, which charge customers for the services they provide. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. These funds are reported using the full accrual basis of accounting; revenues are recognized in the period earned and expenses are recognized in the period that liabilities are incurred. The basic proprietary fund financial statements can be found on pages 21-24 of this report.
- Fiduciary funds - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 25-26 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 27-67 of this report.

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Town's progress in funding its obligation to provide pension and OPEB benefits to its employees. Required supplementary information for pension benefits can be found on page 68-71 of this report.

The Town adopts annual appropriated budgets for the General Fund and CRA. Budgetary comparison schedules for the General Fund and CRA are included as Required Supplementary Information on pages 72-74 to demonstrate compliance with the budget.

The combining fund statements and schedules are presented immediately following the required supplementary information on pages 75-76 of this report.

Government-Wide Financial Analysis

Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, governmental activity assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$19,122,836. Business-type activity assets exceeded liabilities and deferred inflows by \$9,751,947. The Town-wide total net position was \$28,874,783 at the close of the fiscal year ended September 30, 2024. The Statement of Net Position is on page 15 of this report.

The Town's net investment in capital assets (e.g., land, buildings, equipment and vehicles, less any related debt used to acquire those assets that is still outstanding) was \$21,551,013 or over 75% of total net position at September 30, 2024. Capital assets total \$26,987,076 at September 30, 2024, or 70% of all assets and deferred outflows, which total \$38,811,654. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the net position \$2,981,882 represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position of \$4,341,888 may be used to meet the government's ongoing obligations to citizens and creditors. The following table reflects the condensed Summary of Net Position for the current year as compared to the prior year.

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Summary of Net Position

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Assets						
Current assets	\$ 13,016,227	\$ 13,072,305	\$ (1,251,509)	\$ (2,155,373)	\$ 11,764,718	\$ 10,916,932
Capital assets, net	11,925,140	10,536,410	15,061,936	13,923,110	26,987,076	24,459,520
Total Assets	<u>24,941,367</u>	<u>23,608,715</u>	<u>13,810,427</u>	<u>11,767,737</u>	<u>38,751,794</u>	<u>35,376,452</u>
Deferred Outflows						
Pension related items	59,860	59,860	--	--	59,860	59,860
Liabilities						
Current liabilities	2,289,528	2,280,239	876,254	637,901	3,165,782	2,918,140
Long-term liabilities	2,880,660	3,007,471	3,135,137	3,630,145	6,015,797	6,637,616
Total Liabilities	<u>5,170,188</u>	<u>5,287,710</u>	<u>4,011,391</u>	<u>4,268,046</u>	<u>9,181,579</u>	<u>9,555,756</u>
Deferred Inflows of Resources						
Leases	606,733	655,460	--	--	606,733	655,460
Deferred gain on bond refunding, net	--	--	47,089	52,322	47,089	52,322
Pension related items	101,470	--	--	--	101,470	--
	<u>708,203</u>	<u>655,460</u>	<u>47,089</u>	<u>52,322</u>	<u>755,292</u>	<u>707,782</u>
Net Position						
Net investment in capital assets	9,560,998	8,178,523	11,990,015	10,313,828	21,551,013	18,492,351
Restricted	3,057,899	3,543,171	--	--	3,057,899	3,543,171
Unrestricted	6,503,939	6,003,711	(2,238,068)	(2,866,459)	4,265,871	3,137,252
Total Net Position	<u>\$ 19,122,836</u>	<u>\$ 17,725,405</u>	<u>\$ 9,751,947</u>	<u>\$ 7,447,369</u>	<u>\$ 28,874,783</u>	<u>\$ 25,172,774</u>

Governmental Activities

Net position of the governmental activities of the Town have increased \$1,397,431 from 2023 due to increased tax and charges for services revenues offset by increased employee and public safety costs. Total assets and deferred outflows of governmental activities have increased by \$1,332,652 mainly due to road improvement and public safety related equipment additions and total liabilities and deferred inflows of resources have decreased by \$64,779 primarily from expending ARPA funds, thus reducing unearned revenues. Unrestricted net position increased by \$576,245.

Business-Type Activities

Net position for business-type activities have increased \$2,304,578 from 2023 primarily due to increased charges for services revenues. Total assets increased by \$2,042,690 while total liabilities and deferred inflows have decreased by \$261,888. Unrestricted net position has increased by \$628,391.

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

The following is a summary of the changes in net position for the years ended September 30, 2024 and 2023:

Summary of Changes in Net Position

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues						
Program revenues						
Charges for services	\$ 3,850,437	\$ 2,951,913	\$ 7,244,474	\$ 4,798,473	\$11,094,911	\$ 7,750,386
Operating grants and contributions	899,705	1,560,624	--	--	899,705	1,560,624
Capital grants and Lease (right-of-use asset)	237,535	129,449	2,157,857	5,123	2,395,392	134,572
General revenues						
Taxes	9,516,126	8,906,775	--	--	9,516,126	8,906,775
Intergovernmental	1,399,384	1,418,852	--	--	1,399,384	1,418,852
Miscellaneous	178,687	200,907	10,484	22,309	189,171	223,216
Investment earnings	508,680	542,395	21,166	16,675	529,846	559,070
Gain on sale of equipment	--	--	--	56,543	--	56,543
Total Revenues	<u>\$16,590,554</u>	<u>\$15,710,915</u>	<u>\$ 9,433,981</u>	<u>\$ 4,899,123</u>	<u>\$26,024,535</u>	<u>\$20,610,038</u>
	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Expenses						
General government	4,468,353	3,246,177	--	--	4,468,353	3,246,177
Public safety	5,311,775	4,636,567	--	--	5,311,775	4,636,567
Physical environment	756,073	789,540	--	--	756,073	789,540
Transportation	1,063,540	1,152,078	--	--	1,063,540	1,152,078
Culture and recreation	1,905,263	1,510,035	--	--	1,905,263	1,510,035
Lease (right-of-use asset)	1,637,106	1,488,811	--	--	1,637,106	1,488,811
Interest on long-term debt	92,447	114,884	--	--	92,447	114,884
Marina	--	--	2,609,819	2,265,025	2,609,819	2,265,025
Sanitation	--	--	2,609,621	2,746,651	2,609,621	2,746,651
Stormwater	--	--	1,868,529	839,980	1,868,529	839,980
Total Expenses	<u>15,234,557</u>	<u>12,938,092</u>	<u>7,087,969</u>	<u>5,851,656</u>	<u>22,322,526</u>	<u>18,789,748</u>
Transfers In/(Out)	<u>41,434</u>	<u>(233,594)</u>	<u>(41,434)</u>	<u>233,594</u>	<u>--</u>	<u>--</u>
Change in Net Position	<u>1,397,431</u>	<u>2,539,229</u>	<u>2,304,578</u>	<u>(718,939)</u>	<u>3,702,009</u>	<u>1,820,290</u>
Net Position - Beginning of Year	<u>17,725,405</u>	<u>15,186,176</u>	<u>7,447,369</u>	<u>8,166,308</u>	<u>25,172,774</u>	<u>23,352,484</u>
Net Position - End of Year	<u>\$19,122,836</u>	<u>\$17,725,405</u>	<u>\$ 9,751,947</u>	<u>\$ 7,447,369</u>	<u>\$28,874,783</u>	<u>\$25,172,774</u>

Overall total revenues increased by \$5,414,497. Program revenues increased by \$4,944,426 and general revenues increased by \$470,071.

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Governmental Activities

Revenue collections of taxes including property taxes, franchise fees, utility services taxes, fuel taxes and communication services taxes have increased \$609,351. This is due in large part to an increase in property taxes caused by new development and an increase in the property values in 2024.

Business-Type Activities

Total revenues for business-type activities of the Town have increased by \$4,534,858. This is primarily the result of an increase in charges for services in the Marina, Sanitation and Stormwater funds. Additionally, the Stormwater fund continues to recognize revenues from multi-year grants related to significant infrastructure projects.

Overall, net position increased \$3,702,009. The increase in net position is primarily related to the increase in charges for services by Marina, Sanitation and Stormwater funds.

Governmental Activities

Changes in the expenses for 2024 in Public Safety is attributable to an increase to staffing adjustment in the Sheriff's contract. The change in the General government is attributable filling vacancies, annual increases and entering FRS (Florida Retirement System for all employees effective July 1st.

Business-Type Activities

The increase in expenses for the Stormwater Fund are directly related to an effort toward repairs and maintenance of infrastructure to better serve the community. The increase in the Sanitation Fund expenses is the result of increased contract expenses due to nonfunctioning vehicles and ongoing staffing issues.

Financial Analysis of the Governments' Funds

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds

The focus of the Town's governmental fund financial statements is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

At September 30, 2024, the Town's primary operating fund, the General Fund, reported ending fund balance of \$7,105,301 an increase of \$581,714 from the prior year. Of this amount, \$3,311,505 is considered unassigned fund balance and is available for spending at the Town's discretion. However, it is recommended that these funds be maintained at this level in the event of an emergency such as a hurricane. However, \$130,671 is restricted for specific purposes such as the Community Improvement Beautification (CIB) Fund. The remainder of fund balance, totaling \$3,363,800, is classified as non-spendable, indicating that it is not available for new spending. This amount consists of (1) \$85,083 for inventories and prepaid expenses, and (2) as advances to other funds, in particular to cover the cash deficit in the pooled cash of the Marina Fund and Streets & Roads Fund in the amounts of \$3,309,248 and \$169,469, respectively.

As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total General Fund expenditures. Unassigned fund balance represents approximately 26.98 percent of total General Fund expenditures, while total fund balance represents 57.89 percent of that same amount. A sound financial management policy would dictate that the unrestricted, unassigned fund balance be maintained between 10-25% of total expenditures. To that end, the budget for Fiscal Year 2025 has been constructed to maintain fund balance at the end of the year, absent significant revenue shortfalls. The General Fund will see increased revenues over the next several budget cycles and is expected to receive repayments from the Marina Fund.

Enterprise Funds

The Town's enterprise funds are accounted for on an accrual basis and may be measured year-over-year by the Change in Net Position, a measure of the difference that the year made in the Total Assets less the Total Liabilities.

The Marina Fund had a decrease in Net Position of \$236,448 resulting from operating expenses, including depreciation and personal services, exceeding operating revenues, bringing the fund's Total Net Position to \$(1,492,952).

The Marina's change in net position is primarily due to personnel costs including filling vacancies. The Marina is currently being considered for redevelopment which will increase the Marina's revenue. The Marina Fund's deficit is being covered by the General Fund through a do-to/dueto accounting function.

The Sanitation Fund has a increase in Net Position of \$317,281, bringing the fund's Total Net Position for the fund to \$672,418. The increase in net position is a result of a plan that limited outsourcing garbage disposal services due to various issues.

The Stormwater Fund had an increase in Net Position of \$2,223,745, bringing the fund's Total Net Position for the fund to \$10,454,419. This increase is largely due to increase in the charge for services combined ongoing capital improvements which will continue for the next several years.

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

General Fund Budgetary Highlights

The annual General Fund budget is adopted after two public hearings and approval of the Town Commission. Any amendments that would exceed the original budget at the fund level or would require funds to be transferred from contingency would require a formal budget amendment requiring the adoption of a resolution by the Town Commission. The General Fund appropriation was increased from \$10,480,281 to \$11,552,824.

Capital Asset and Debt Administration

The Town's total investment in capital assets at September 30, 2024 was \$26,987,076 (net of accumulated depreciation). Capital assets include land, construction in progress, buildings, equipment and vehicles and infrastructure. The Town's net capital assets at September 30, 2024 and 2023 are summarized as follows:

Capital Assets (Net of Depreciation)

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land	\$ 2,767,746	\$ 2,767,746	\$ 2,492,332	\$ 2,492,332	\$ 5,260,078	\$ 5,260,078
Construction in progress	1,270,027	685,062	2,081,913	415,575	3,351,940	6,488,119
Buildings	1,374,925	1,535,865	--	--	1,374,925	1,713,355
Equipment and vehicles	2,206,352	1,858,363	1,798,029	1,967,854	4,004,381	3,155,892
Leases (Right-of-use asset)	476,023	328,247	--	--	476,023	3,155,892
Improvements	3,830,067	3,361,127	8,689,662	9,047,349	12,519,729	6,460,311
Total Capital Assets, net	<u>\$ 11,925,140</u>	<u>\$10,536,410</u>	<u>\$15,061,936</u>	<u>\$13,923,110</u>	<u>\$26,987,076</u>	<u>\$26,233,647</u>

Capital projects during Fiscal Year 2024 included the following:

- Roadway Improvements
- Town Hall Improvements
- Replacement and upgrades of a stormwater systems

Additional information on the Town's capital assets can be found in Note 6 of the Notes to Financial Statements.

TOWN OF LAKE PARK, FLORIDA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Long-Term Debt

The Town did not incur any new debt during fiscal year 2024. The debt position of the Town is summarized as follows:

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Loans payable	\$ 626,375	\$ 769,721	\$2,964,676	\$3,436,439	\$3,591,051	\$4,206,160
Lease obligations	1,196,588	1,259,919	--	53,681	1,196,588	1,313,600
Other Post-Emp. Benefits	65,363	83,096	19,247	32,493	84,610	115,589
Net pension liability	76,458	245,780	--	--	76,458	245,780
Compensated absences	374,697	270,530	91,058	40,692	465,755	311,222
Lease (right-of-use asset)	541,179	378,425	--	--	541,179	378,425
Unamortized premium	--	--	60,156	66,840	60,156	66,840
Total	\$2,880,660	\$3,007,471	\$3,135,137	\$3,630,145	\$6,015,797	\$6,637,616

Additional information on the Town's debt can be found in Note 7 of the Notes to Financial Statements.

Economic Factors and Next Year's Budgets and Rates

For the fiscal year 2024-2025, the Town Commission adopted a General Fund budget of \$15,030,538, compared with the budget for the fiscal year 2023-2024 for \$13,736,384. The Town adopted a MSTU for fire services in 2015, thus the millage for the Fires Services is not included in the operating millage. The operating millage rate was reduced from 5.1870 to 5.1000 (8.5581 mills less fire millage of 3.4581).

The greatest impact on the General Fund expenditures is the contract with the Palm Beach County Sheriff for policing services, which represents 43% of the total and uses 100.3% of the Ad Valorem property tax revenue. In an effort to off-set some of the impact on the General Fund revenue constraints the Town continues to operate with many cuts implemented in prior years across all departments and must continue to limit capital and other projects.

Current general economic conditions are inflating the cost of goods and services as well as the Town's ability to attract and hire new employees. The recent inflationary pressure will require the Town to maintain fiscal controls on spending and project management. However, the Town will be able to engage in several large infrastructure expenditures due to the acquisition of several State and federal grants for various infrastructure improvements and the use of American Rescue Plan Act funds approved by the Federal Government.

TOWN OF LAKE PARK, FLORIDA**MANAGEMENT'S DISCUSSION AND ANALYSIS****FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Town's finances and to demonstrate the Town's accountability. Questions concerning information provided in this report or requests for additional financial information should be directed to:

Finance Department
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
(561)881-3350

FINANCIAL STATEMENTS

TOWN OF LAKE PARK, FLORIDA

STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	\$ 8,258,715	\$ 63,231	\$ 8,321,946
Accounts receivable, net	332,537	202,424	534,961
Due from other governments	298,784	1,830,534	2,129,318
Internal balances	3,393,483	(3,393,483)	--
Inventory	19,095	24,994	44,089
Prepaid items	69,075	20,791	89,866
Lease receivable	644,538	--	644,538
Capital assets:			
Capital assets not being depreciated	4,037,773	4,574,245	8,612,018
Capital assets being depreciated/amortized, net	<u>7,887,367</u>	<u>10,487,691</u>	<u>18,375,058</u>
Total Assets	<u>24,941,367</u>	<u>13,810,427</u>	<u>38,751,794</u>
Deferred Outflows of Resources			
Pension related items	<u>59,860</u>	<u>--</u>	<u>59,860</u>
Liabilities			
Accounts payable	959,455	802,938	1,762,393
Accrued liabilities	128,550	39,111	167,661
Accrued interest payable	44,161	20,075	64,236
Unearned revenue	1,152,640	--	1,152,640
Deposits	4,722	14,130	18,852
Noncurrent liabilities:			
Due within one year	381,545	442,668	824,213
Due in more than one year	<u>2,499,115</u>	<u>2,692,469</u>	<u>5,191,584</u>
Total liabilities	<u>5,170,188</u>	<u>4,011,391</u>	<u>9,181,579</u>
Deferred Inflows of Resources			
Leases	606,733	--	606,733
Deferred gain on bond refunding, net	--	47,089	47,089
Pension related items	<u>101,470</u>	<u>--</u>	<u>101,470</u>
Total Deferred Inflows of Resources	<u>708,203</u>	<u>47,089</u>	<u>755,292</u>
Net Position			
Net investment in capital assets	9,560,998	11,990,015	21,551,013
Restricted for:			
Debt service	170,125	--	170,125
Infrastructure	726,122	--	726,122
Capital projects	16,593	--	16,593
Enforcement of Florida Building Code	76,017	--	76,017
Public improvements	231,507	--	231,507
Economic environment	1,782,881	--	1,782,881
Other restrictions	54,654	--	54,654
Unrestricted	<u>6,503,939</u>	<u>(2,238,068)</u>	<u>4,265,871</u>
Total Net Position	<u>\$ 19,122,836</u>	<u>\$ 9,751,947</u>	<u>\$ 28,874,783</u>

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental Activities							
General government	\$ 4,468,353	\$ 1,835,356	\$ 570,112	\$ --	\$ (2,062,885)	\$ --	\$ (2,062,885)
Public safety	5,311,775	135,353	318,288	--	(4,858,134)	--	(4,858,134)
Physical environment	756,073	1,845,933	5,057	--	1,094,917	--	1,094,917
Transportation	1,063,540	--	--	--	(1,063,540)	--	(1,063,540)
Culture and recreation	1,905,263	33,795	6,248	237,535	(1,627,685)	--	(1,627,685)
Economic environment	1,637,106	--	--	--	(1,637,106)	--	(1,637,106)
Interest on long-term debt	92,447	--	--	--	(92,447)	--	(92,447)
Total Governmental Activities	<u>15,234,557</u>	<u>3,850,437</u>	<u>899,705</u>	<u>237,535</u>	<u>(10,246,880)</u>	<u>--</u>	<u>(10,246,880)</u>
Business-Type Activities							
Marina	2,609,819	2,376,677	--	--	--	(233,142)	(233,142)
Sanitation	2,609,621	2,935,362	--	--	--	325,741	325,741
Stormwater	1,868,529	1,932,435	--	2,157,857	--	2,221,763	2,221,763
Total Business-Type Activities	<u>7,087,969</u>	<u>7,244,474</u>	<u>--</u>	<u>2,157,857</u>	<u>--</u>	<u>2,314,362</u>	<u>2,314,362</u>
Total	<u>\$ 22,322,526</u>	<u>\$ 11,094,911</u>	<u>\$ 899,705</u>	<u>\$ 2,395,392</u>	<u>(10,246,880)</u>	<u>2,314,362</u>	<u>(7,932,518)</u>
General Revenues							
Taxes							
Property taxes					5,854,479	--	5,854,479
Infrastructure surtax					902,857	--	902,857
Franchise fees					888,829	--	888,829
Utility service taxes					1,325,934	--	1,325,934
Local option gas taxes					258,814	--	258,814
Communication services taxes					285,213	--	285,213
Unrestricted intergovernmental shared revenues					1,399,384	--	1,399,384
Miscellaneous					178,687	10,484	189,171
Investment earnings - unrestricted					508,680	21,166	529,846
Transfers					<u>41,434</u>	<u>(41,434)</u>	<u>--</u>
Total General Revenues and Transfers					<u>11,644,311</u>	<u>(9,784)</u>	<u>11,634,527</u>
Change in Net Position					<u>1,397,431</u>	<u>2,304,578</u>	<u>3,702,009</u>
Net Position, Beginning					<u>17,725,405</u>	<u>7,447,369</u>	<u>25,172,774</u>
Net Position, Ending					<u>\$ 19,122,836</u>	<u>\$ 9,751,947</u>	<u>\$ 28,874,783</u>

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General	CRA Fund	ARPA Grant Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 4,511,504	\$ 1,530,614	\$ 993,237	\$ 1,031,191	\$ 8,066,546
Accounts receivable, net	332,537	--	--	--	332,537
Leases receivable	644,538	--	--	--	644,538
Due from other governments	127,103	--	--	171,681	298,784
Due from other funds	371,766	317,379	--	--	689,145
Advances to other funds	3,309,248	--	--	--	3,309,248
Inventory	19,095	--	--	--	19,095
Prepays	65,988	394	--	--	66,382
Total Assets	<u>\$ 9,381,779</u>	<u>\$ 1,848,387</u>	<u>\$ 993,237</u>	<u>\$ 1,202,872</u>	<u>\$ 13,426,275</u>
Liabilities, Deferred Inflows of Resources, and Fund Balances					
Liabilities					
Accounts payable	\$ 859,752	\$ 61,038	\$ --	\$ 35,972	\$ 956,762
Accrued liabilities	124,315	4,074	--	161	128,550
Unearned revenue	305,723	--	830,148	16,769	1,152,640
Due to other funds	317,379	--	--	169,469	486,848
Deposits	4,722	--	--	--	4,722
Total Liabilities	<u>1,611,891</u>	<u>65,112</u>	<u>830,148</u>	<u>222,371</u>	<u>2,729,522</u>
Deferred Inflows of Resources					
Leases	606,733	--	--	--	606,733
Unavailable revenue	57,854	--	--	--	57,854
	<u>664,587</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>664,587</u>
Fund Balances					
Nonspendable:					
Inventory	19,095	--	--	--	19,095
Prepays	65,988	394	--	--	66,382
Advances to other funds	3,309,248	--	--	--	3,309,248
Restricted for:					
Debt service	--	--	--	170,125	170,125
Infrastructure	--	--	--	726,122	726,122
Capital projects	--	--	--	16,593	16,593
Other restrictions	54,654	--	--	--	54,654
Enforcement of Florida Building Code	76,017	--	--	--	76,017
Public improvements	--	--	--	231,507	231,507
Economic environment	--	1,782,881	--	--	1,782,881
Assigned to:					
Subsequent years expenditures	99,325	--	--	--	99,325
Special revenue funds	--	--	--	--	--
Unassigned	3,480,974	--	163,089	(163,846)	3,480,217
Total Fund Balances	<u>7,105,301</u>	<u>1,783,275</u>	<u>163,089</u>	<u>980,501</u>	<u>10,032,166</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 9,381,779</u>	<u>\$ 1,848,387</u>	<u>\$ 993,237</u>	<u>\$ 1,202,872</u>	<u>\$ 13,426,275</u>

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

GOVERNMENTAL ACTIVITIES

SEPTEMBER 30, 2024

Fund Balances - Total Governmental Funds	<u>\$ 10,032,166</u>
---	-----------------------------

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds:

Governmental capital assets	\$ 26,987,696	
Less accumulated depreciation/amortization	<u>(15,062,556)</u>	11,925,140

Revenue is recognized when earned in the government-wide statements, regardless of when it is collected. Governmental funds report based on modified accrual, i.e., both measurable and available.

Current year revenues	57,854
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Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the governmental funds:

Accrued interest payable on long-term debt	(44,161)	
Compensated absences	(374,697)	
Total other post employment benefits liability	(65,363)	
Net pension liability	(76,458)	
Lease (right-of-use asset) acquired	(541,179)	
Lease obligations	(1,196,588)	
Loans payable	<u>(626,375)</u>	(2,924,821)

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the governmental funds:

Pension related deferred outflows	59,860
Pension related deferred inflows	(101,470)

Internal service funds are used by management to charge costs of certain activities to individual funds. The assets and liabilities of internal service funds are included in governmental activities in the statement of net position.

	<u>74,107</u>
--	---------------

Net Position of Governmental Activities	<u>\$ 19,122,836</u>
--	-----------------------------

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	General Fund	CRA Fund	ARPA Grant Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Taxes	\$ 7,369,799	\$ --	\$ --	\$ 902,896	\$ 8,272,695
Licenses and permits	1,778,322	--	--	--	1,778,322
Intergovernmental	1,602,447	699,404	318,288	636,269	3,256,408
Charges for services	1,936,762	--	--	--	1,936,762
Fines and forfeitures	135,353	--	--	--	135,353
Miscellaneous	588,077	--	64,895	75,575	728,547
Total Revenues	<u>13,410,760</u>	<u>699,404</u>	<u>383,183</u>	<u>1,614,740</u>	<u>16,108,087</u>
Expenditures					
Current:					
General government	3,224,041	--	--	3,415	3,227,456
Public safety	5,311,775	--	--	--	5,311,775
Physical environment	755,388	--	--	--	755,388
Transportation	319,334	--	--	440,666	760,000
Culture and recreation	1,770,732	--	--	--	1,770,732
Economic environment	--	1,055,541	--	185,200	1,240,741
Capital outlay	496,704	706,889	--	1,376,583	2,580,176
Debt service:					
Principal	300,034	--	--	--	300,034
Interest charges	96,674	--	--	--	96,674
Grants and aid	--	396,365	--	--	396,365
Total Expenditures	<u>12,274,682</u>	<u>2,158,795</u>	<u>--</u>	<u>2,005,864</u>	<u>16,439,341</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>1,136,078</u>	<u>(1,459,391)</u>	<u>383,183</u>	<u>(391,124)</u>	<u>(331,254)</u>
Other Financing Sources (Uses)					
Lease (right-of-use asset) acquired	256,111	--	--	--	256,111
Transfers in	528,319	1,338,794	--	--	1,867,113
Transfers out	(1,338,794)	(168,597)	(318,288)	--	(1,825,679)
Total Other Financing Sources (Uses)	<u>(554,364)</u>	<u>1,170,197</u>	<u>(318,288)</u>	<u>--</u>	<u>297,545</u>
Net Change in Fund Balances	<u>581,714</u>	<u>(289,194)</u>	<u>64,895</u>	<u>(391,124)</u>	<u>(33,709)</u>
Fund balances - Beginning	<u>6,523,587</u>	<u>2,072,469</u>	<u>98,194</u>	<u>1,371,625</u>	<u>10,065,875</u>
Fund balances - Ending	<u>\$ 7,105,301</u>	<u>\$ 1,783,275</u>	<u>\$ 163,089</u>	<u>\$ 980,501</u>	<u>\$ 10,032,166</u>

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

Item 10.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Net Change in Fund Balances - Total Governmental Funds \$ (33,709)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures.

However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives

Expenditures for capital assets	\$ 2,580,176	
Less: current year depreciation and amortization	<u>(1,002,048)</u>	1,578,128

Gains and losses on disposal of capital assets are reported in the statement of activities, whereas in the governmental funds the proceeds from the sale increases financial resources. The difference is the net book value of the assets retired. (189,398)

Governmental funds report revenues when earned and available. However, in the Statement of Activities, revenues are recognized when earned, regardless of availability.

Current year grants	57,854	
Prior year grants	<u>(28,462)</u>	29,392

The repayment (issuance) of long-term debt consumes (provides) the current financial resources of governmental funds. However, these transactions do not have any effect on net position of the governmental activities.

Long term debt repayments and issuances:

Lease obligations	143,346	
Leases (Right-of-use assets) acquired	(256,111)	
Leases (Right-of-use assets) payments	93,357	
Loans payable	<u>63,331</u>	43,923

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Change in compensated absences	(104,167)	
Change in total other postemployment benefits liability	17,733	
Change in net pension liability and related deferred amounts	67,852	
Change in accrued interest	<u>4,227</u>	(14,355)

Internal service funds are used by management to charge costs of certain activities to individual funds. The net revenues of certain activities of the internal services funds are reported within governmental activities. (16,550)

Change in Net Position of Governmental Activities \$ 1,397,431

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

STATEMENT OF NET POSITION
PROPRIETARY FUNDS

SEPTEMBER 30, 2024

	Marina Fund	Sanitation Fund	Stormwater Fund	Total Enterprise Funds	Governmental Activities Internal Service Fund
Assets					
Current Assets					
Cash and cash equivalents	\$ 38,779	\$ --	\$ 24,452	\$ 63,231	\$ 192,169
Accounts receivable, net	2,365	200,059	--	202,424	--
Due from other governments	--	4,070	1,826,464	1,830,534	--
Prepaid items	15,401	5,390	--	20,791	2,693
Inventory	24,994	--	--	24,994	--
Total Current Assets	<u>81,539</u>	<u>209,519</u>	<u>1,850,916</u>	<u>2,141,974</u>	<u>194,862</u>
Noncurrent Assets					
Capital assets not being depreciated	2,428,175	64,157	2,081,913	4,574,245	--
Capital assets being depreciated/amortized, net	1,880,864	1,313,569	7,293,258	10,487,691	--
Total Noncurrent Assets	<u>4,309,039</u>	<u>1,377,726</u>	<u>9,375,171</u>	<u>15,061,936</u>	<u>--</u>
Total Assets	<u>4,390,578</u>	<u>1,587,245</u>	<u>11,226,087</u>	<u>17,203,910</u>	<u>194,862</u>
Liabilities					
Current Liabilities					
Accounts payable	24,430	40,375	738,133	802,938	2,693
Accrued liabilities	22,541	10,608	5,962	39,111	--
Due to other funds	--	202,297	--	202,297	--
Deposits payable - slip rentals	14,130	--	--	14,130	--
Accrued interest payable	--	20,075	--	20,075	--
Compensated absences payable, current	1,989	4,895	2,222	9,106	--
Bonds payable, current	267,030	166,532	--	433,562	--
Total Current Liabilities	<u>330,120</u>	<u>444,782</u>	<u>746,317</u>	<u>1,521,219</u>	<u>2,693</u>
Long-Term Liabilities					
Compensated absences payable	17,900	44,053	19,999	81,952	--
Total OPEB liability	7,579	6,316	5,352	19,247	--
Advance from other funds	3,309,248	--	--	3,309,248	--
Bonds payable, net	2,171,594	419,676	--	2,591,270	--
Total Long-Term Liabilities	<u>5,506,321</u>	<u>470,045</u>	<u>25,351</u>	<u>6,001,717</u>	<u>--</u>
Total Liabilities	<u>5,836,441</u>	<u>914,827</u>	<u>771,668</u>	<u>7,522,936</u>	<u>2,693</u>
Deferred Inflows of Resources					
Deferred gain on bond refunding, net	47,089	--	--	47,089	--
Net Position					
Net investment in capital assets	1,823,326	791,518	9,375,171	11,990,015	--
Unrestricted	(3,316,278)	(119,100)	1,079,248	(2,356,130)	192,169
Total Net Position	<u>\$ (1,492,952)</u>	<u>\$ 672,418</u>	<u>\$10,454,419</u>	<u>9,633,885</u>	<u>\$ 192,169</u>
Adjustment to reflect consolidation of internal service fund activities				118,062	
Net Position of Business-Type Activities				<u>\$ 9,751,947</u>	

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

Item 10.

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Marina Fund	Sanitation Fund	Stormwater Fund	Total Enterprise Funds	Governmental Activities Internal Service Fund
Operating Revenue					
Charges for services	\$ 2,376,677	\$ 2,935,362	\$ 1,932,435	\$ 7,244,474	\$ 453,075
Miscellaneous	6,694	3,790	--	10,484	--
Total Operating Revenues	<u>2,383,371</u>	<u>2,939,152</u>	<u>1,932,435</u>	<u>7,254,958</u>	<u>453,075</u>
Operating Expenses					
Personal services	476,279	424,409	217,893	1,118,581	66,967
Operating expenses	1,513,886	1,878,982	1,155,332	4,548,200	402,658
Depreciation	540,922	251,837	495,304	1,288,063	--
Total Operating Expenses	<u>2,531,087</u>	<u>2,555,228</u>	<u>1,868,529</u>	<u>6,954,844</u>	<u>469,625</u>
Operating Income (Loss)	<u>(147,716)</u>	<u>383,924</u>	<u>63,906</u>	<u>300,114</u>	<u>(16,550)</u>
Nonoperating Revenues (Expenses)					
Interest revenue	--	19,184	1,982	21,166	--
Interest expense	(78,732)	(54,393)	--	(133,125)	--
Total Nonoperating Revenues (Expenses)	<u>(78,732)</u>	<u>(35,209)</u>	<u>1,982</u>	<u>(111,959)</u>	<u>--</u>
Income (Loss) Before transfers and Contributions	<u>(226,448)</u>	<u>348,715</u>	<u>65,888</u>	<u>188,155</u>	<u>(16,550)</u>
Capital Contributions	<u>--</u>	<u>--</u>	<u>2,157,857</u>	<u>2,157,857</u>	<u>--</u>
Transfers					
Transfers out	(10,000)	(31,434)	--	(41,434)	--
Total Transfers	<u>(10,000)</u>	<u>(31,434)</u>	<u>--</u>	<u>(41,434)</u>	<u>--</u>
Change in Net Position	<u>(236,448)</u>	<u>317,281</u>	<u>2,223,745</u>	<u>2,304,578</u>	<u>(16,550)</u>
Net Position - Beginning	<u>(1,256,504)</u>	<u>355,137</u>	<u>8,230,674</u>	<u>7,329,307</u>	<u>208,719</u>
Net Position - Ending	<u>\$ (1,492,952)</u>	<u>\$ 672,418</u>	<u>\$10,454,419</u>	<u>\$ 9,633,885</u>	<u>\$ 192,169</u>

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

Item 10.

**STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Marina Fund	Sanitation Fund	Stormwater Fund	Total Enterprise Funds	Governmental Activities Internal Service Fund
Cash Flows From Operating Activities					
Cash received from customers	\$ 2,392,365	\$ 2,839,837	\$ 111,438	\$ 5,343,640	\$ --
Cash paid to suppliers	(1,524,893)	(2,307,665)	(448,245)	(4,280,803)	(288,269)
Cash paid to employees	(468,363)	(403,328)	(212,685)	(1,084,376)	(66,967)
Payments from other funds	<u>--</u>	<u>116,691</u>	<u>--</u>	<u>116,691</u>	<u>453,075</u>
Net Cash Provided by (Used in) Operating Activities	<u>399,109</u>	<u>245,535</u>	<u>(549,492)</u>	<u>95,152</u>	<u>97,839</u>
Cash Flows From Noncapital Financing Activities					
Transfers (out)	<u>(10,000)</u>	<u>(31,434)</u>	<u>--</u>	<u>(41,434)</u>	<u>--</u>
Net Cash Provided by (Used in) Noncapital Financing Activities	<u>(10,000)</u>	<u>(31,434)</u>	<u>--</u>	<u>(41,434)</u>	<u>--</u>
Cash Flows From Capital and Related Financing Activities					
Capital contributions	--	--	2,157,857	2,157,857	--
Acquisition and construction of capital assets	--	(6,500)	(2,420,389)	(2,426,889)	--
Interest paid on debt	(83,965)	(54,393)	(608)	(138,966)	--
Principal payments on debt	<u>(266,365)</u>	<u>(212,082)</u>	<u>(53,681)</u>	<u>(532,128)</u>	<u>--</u>
Net Cash Provided by (Used in) Capital and Related Financing Activities	<u>(350,330)</u>	<u>(272,975)</u>	<u>(316,821)</u>	<u>(940,126)</u>	<u>--</u>
Cash Flows From Investing Activities					
Interest on investments	<u>--</u>	<u>19,184</u>	<u>1,982</u>	<u>21,166</u>	<u>--</u>
Net Cash Provided by Investing Activities	<u>--</u>	<u>19,184</u>	<u>1,982</u>	<u>21,166</u>	<u>--</u>
Net Increase (Decrease) in Cash and Cash Equivalents	38,779	(39,690)	(864,331)	(865,242)	97,839
Cash and Cash Equivalents at Beginning of Year	<u>--</u>	<u>39,690</u>	<u>888,783</u>	<u>928,473</u>	<u>94,330</u>
Cash and Cash Equivalents at End of Year	<u>\$ 38,779</u>	<u>\$ --</u>	<u>\$ 24,452</u>	<u>\$ 63,231</u>	<u>\$ 192,169</u>

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

Item 10.

**STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS (CONTINUED)**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Marina Fund	Sanitation Fund	Stormwater Fund	Total Enterprise Funds	Governmental Activities Internal Service Fund
Cash Flows From Operating Activities					
Operating income (loss)	\$ (147,716)	\$ 383,924	\$ 63,906	\$ 300,114	\$ (16,550)
Adjustments to reconcile operating income to net cash provided by operating activities:					
Depreciation	540,922	251,837	495,304	1,288,063	--
Change in assets and liabilities:					
(Increase) decrease in accounts receivable	8,994	(99,315)	--	(90,321)	--
(Increase) decrease in due from other governments	--	--	(1,820,997)	(1,820,997)	--
(Increase) decrease in inventory	24,219	--	--	24,219	--
(Increase) decrease in prepaid expenses	3,692	(3,390)	1,000	1,302	111,696
Payments from(to) other funds	--	116,691	--	116,691	--
Increase (decrease) in accounts payable	(38,918)	(425,293)	706,087	241,876	2,693
Increase (decrease) in accrued liabilities	(1,020)	(280)	(1,615)	(2,915)	--
Increase (decrease) in compensated absences	12,135	28,286	9,945	50,366	--
Increase (decrease) in OPEB	(3,199)	(6,925)	(3,122)	(13,246)	--
Total Adjustments	<u>546,825</u>	<u>(138,389)</u>	<u>(613,398)</u>	<u>(204,962)</u>	<u>114,389</u>
Net Cash Provided by (Used in) Operating Activities	<u>\$ 399,109</u>	<u>\$ 245,535</u>	<u>\$ (549,492)</u>	<u>\$ 95,152</u>	<u>\$ 97,839</u>
Noncash Activities					
Amortization of Premium on Bonds	\$ (6,684)	\$ --	\$ --	\$ (6,684)	\$ --
Amortization of Refunding Gain on Bonds	\$ (5,233)	\$ --	\$ --	\$ (5,233)	\$ --

The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

STATEMENT OF FIDUCIARY NET POSITION RETIRED POLICE OFFICERS' PENSION TRUST FUND

SEPTEMBER 30, 2024

Assets

Cash and cash equivalents	\$ 58,586
Investments	
Equity exchange traded funds	803,328
Fixed income exchange traded funds	144,274
Real estate exchange traded funds	62,141
Global fixed income mutual funds	<u>209,432</u>
Total Investments	1,277,761

Prepaid retirement benefits	<u>11,032</u>
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Total Assets	<u>1,288,793</u>
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Net Position

Held in trust for pension benefits	<u><u>\$ 1,288,793</u></u>
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The accompanying notes are an integral part of these statements.

TOWN OF LAKE PARK, FLORIDA

Item 10.

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION RETIRED POLICE OFFICERS PENSION TRUST FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Additions

Contributions

Employer	\$	--
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Investment Income

Net appreciation in fair value of investments	240,176
---	---------

Interest and dividends	<u>27,584</u>
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Total Investment Income	267,760
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Less investment expenses	<u>(823)</u>
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Net Investment Income	<u>266,937</u>
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Total Additions	<u>266,937</u>
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Deductions

Retirement benefits	131,023
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Administrative expenses	<u>36,306</u>
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Total Deductions	<u>167,329</u>
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Change in Net Position	99,608
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Net Position Held in Trust for Pension Benefits

Net Position - Beginning	<u>1,189,185</u>
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Net Position - Ending	<u><u>\$ 1,288,793</u></u>
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The accompanying notes are an integral part of these statements.

NOTES TO BASIC FINANCIAL STATEMENTS

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Lake Park, Florida (the “Town”) was incorporated in 1923. The Town’s Charter was approved by the Laws of Florida, Chapter 61-2375. The Town is governed by an elected Mayor and Town Commission which appoints a Town Manager. The Town provides the following services: public safety, recreation, sanitation, streets and roads, planning and zoning, and general administrative services.

The financial statements of the Town have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”) as applied to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the Town are described below:

FINANCIAL REPORTING ENTITY

Under governmental accounting and financial reporting standards, the Town’s reporting entity consists of the Town, organizations for which the Town is financially accountable, and other organizations for which the nature and significance of their relationship with the Town are such that exclusion would cause the Town’s financial statements to be misleading or incomplete. The Town is considered financially accountable if it appoints a voting majority of an organization’s governing body and is either able to impose its will on that organization, or has a financial benefit/burden relationship with the organization. The Town may also be financially accountable if an organization is fiscally dependent on the primary government and the two also have a financial benefit or burden relationship.

Component units are included in the reporting entity either as blended or as discretely presented. Blended component units, although legally separate entities, are, in substance, part of the Town’s operations. Accordingly, data from these component units are combined with data of the primary government. The Town has met the criteria as having the operational and financial responsibilities as noted above for the blended component unit listed below and this entity has been included in the Town’s financial reporting entity.

The Lake Park Community Redevelopment Agency (the “CRA”) is a dependent special district established by the Town of Lake Park, Florida, under authority granted by Florida Statute 163, Section III. The CRA is included in the Town’s financial reporting entity as a blended component unit reported as a governmental (special revenue) fund, the Community Redevelopment Fund. The CRA is a legally separate entity and the governing body of the CRA consists of the Town Commission plus two other members appointed by the Town Commission and the Town handles the management and administration of the CRA’s financial matters. Separate financial statements for the CRA are prepared.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Town. For the most part, the effect of interfund activity has been removed from these statements with the exception of interfund services provided and used which are not eliminated.

Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and the major enterprise fund are reported as separate columns in the fund financial statements. All remaining nonmajor governmental funds are aggregated and reported as nonmajor governmental funds.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees and other taxes, licenses, rent, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Revenues for expenditure driven grants are recognized when the qualifying expenditures are incurred. All other revenue items are considered to be measurable and available only when cash is received by the Town.

The Town reports the following major governmental funds:

The General Fund is the primary operating fund and is used to account for all financial resources applicable to the general operations of the Town except those required to be accounted for in another fund.

The CRA fund is a special revenue fund and is used to account for all financial resources applicable to the promotion of the physical and economic development of certain areas in the Town of Lake Park and is funded from incremental tax revenues within the designated CRA area.

The ARPA Grant Fund is a special revenue fund used to account for the grant revenues received.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The Town reports the following major proprietary funds:

The *Marina Fund* accounts for the operations of the Town's municipal marina, which are financed primarily by user charges.

The *Sanitation Fund* accounts for the operations of the Town's garbage and trash collection services, which are financed primarily by user charges.

The *Stormwater Utility Fund* is used to account for the charges and related expenses for the Town's stormwater drainage system.

The Town reports the following non-major funds:

The *Special Revenue* fund is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Town has three non-major special revenue funds: the Streets and Roads Fund, Public Improvement Fund and Special Projects Fund.

This *Debt Service Fund* is used to account for resources accumulated and payments made for principal and interest of the Town's general obligation bonds which are payable from ad valorem taxes.

The *Public Improvement Fund* is a special revenue fund used to account for revenues received restricted for public improvements.

The *Special Projects Fund* is a special revenue fund used to account for construction and renovation projects.

The *Capital Projects Bond Fund* is used to account for construction and renovation projects funded with debt proceeds.

Internal service funds account for operations that provide services to other departments on a cost reimbursement basis. The Insurance Fund accounts for the Town's general liability and workers' compensation insurance plans.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments, or on behalf of other funds within the government; pension trust funds are held under the terms of a formal trust agreement. The fiduciary fund of the Town includes:

Retired Police Officers' Pension Fund

This fund was established in 2004 to receive and invest Town contributions in a defined benefit pension plan and to disburse these monies to Police retirees in accordance with the Pension Plan Ordinance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the government's enterprise funds and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's marina and sanitation enterprise funds are charges to customers for sales and services. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, FUND BALANCE/NET POSITION

Deposits and Investments

The Town's cash represents cash deposits. The Town's investment in Florida PRIME (external investment pool) is recorded at amortized cost. All other investments are reported at fair value.

The nature of investments of the Town are governed by the provisions of Florida Statutes Section 218.415 Under this statute, authorized investments are limited, unless otherwise authorized by law or resolution/ordinance.

Investments in the Retired Police Officers' Pension Fund is governed by its respective investment policy and Florida Statutes Section 112.661.

Accounts Receivable

Accounts receivable represent amounts due from local businesses for franchise taxes, utility taxes, delinquent property taxes and other charges in the General Fund, and solid waste disposal fees and marina slip rentals in the Enterprise Funds. The Town does not require collateral for accounts receivable. Accounts receivable are net of allowances for uncollectible accounts determined based on the age of the individual receivable, with age categories ranging from 30 days past due to several years past due. Generally, the allowance includes accounts over 90 days past due. Accounts receivables are written off on an individual basis in the year the Town deems them uncollectible.

Lease Receivables

The Town's lease receivable is measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded for the lease. The deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

Interfund Transactions

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans). All other outstanding balances between funds are reported as "advance to/advance from other funds".

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, FUND BALANCE/NET POSITION (CONTINUED)

Interfund Transactions (continued)

Any residual balance outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

Transfers and interfund balances totally within governmental activities and those that are totally within business-type activities are eliminated and not presented in the government wide financial statements. Transfers and balances between governmental and business-type activities are presented in the government-wide financial statements.

Inventories

Inventories are valued at cost determined on a first-in, first-out basis. Inventories in the General Fund consist of expendable supplies held for consumption. Inventories in the Marina Fund consist of goods for sale to the public. The initial cost is recorded as an asset at the time the individual inventory items are purchased and are charged against operations in the period when used.

Prepaid Items/Expenses

Prepays represent goods and services which are paid for in one period, but benefit a future period. Prepays are recorded as an expenditure/expense in the fund level and government-wide financial statements in the period benefited. Prepays for governmental fund types are reported as an asset of the fund with a corresponding amount recorded as non-spendable fund balance.

Capital Assets

Capital assets, which include property, plant, infrastructure, and equipment, are reported in the applicable governmental or business-type activities column in the government-wide financial statements. The Town defines capital assets as assets with an initial individual cost of \$5,000 or more and an estimated life in excess of one year. In accordance with GASB Statement No. 34, the Town has elected not to record infrastructure assets purchased prior to October 1, 2003 in the accompanying financial statements.

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are assets of the Town as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized as assets in the government-wide statement of net position. General capital assets are carried at historical cost. Where cost cannot be determined from the available records, estimated historical cost has been used to record the estimated value of the assets.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, FUND BALANCE/NET POSITION (CONTINUED)

Capital Assets (continued)

Assets acquired by gifts or bequests are recorded at their fair value at the date of acquisition.

Capital assets of the enterprise funds are capitalized in the fund. The valuation basis for enterprise fund capital assets is the same as those used for general capital assets. Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Capital assets of the Town are depreciated using the straight-line method over the following estimated useful lives:

Buildings and infrastructure	20-50 years
Building improvements	7-50 years
Equipment and vehicles	5-15 years
Docks and channels	20 years
Leases (right-to-use assets)	Through lease maturity

Deferred Outflows and Inflows of Resources

The statement of net position includes a separate section for deferred outflows of resources. This represents the consumption of net assets applicable to future periods and will not be recognized as expenditures until the future period to which it applies. Currently, the Town has deferred outflows related to pensions.

The statement of net position also includes a separate section, listed below total liabilities, for deferred inflows of resources. This represents the acquisition of net assets applicable to future periods and will not be recognized as revenue until the future period to which it applies. The Town also has lease related deferred inflows, which are discussed in Note 7 and deferred gain on bond refunding.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, FUND BALANCE/NET POSITION (CONTINUED)

Leases (Right-to-use Assets)

The leases (right-to-use assets) are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease into service. The leases (right-to-use assets) are amortized on a straight-line basis over the life of the related lease.

Compensated Absences

Unused compensated absences are payable upon separation from service. Vacation is accrued as a liability when the employee earns benefits. This means that the employee has rendered services that give rise to a vacation liability and it is probable that the Town will compensate the employee in some manner, e.g., in cash or paid time-off, now or upon termination or retirement. The Town uses the vesting method in accruing sick leave liability. Under the vesting method, the liability for vacation leave is accrued for employees who are eligible to receive termination payments upon separation. The Town's policy is to allow employees to accumulate vacation leave to a maximum of 480 hours. At the time of retirement or termination all vacation leave up to a maximum of 240 hours is payable at 100% to the employee. Except for liabilities incurred by employment terminations, such benefits are paid only when taken.

Compensated absences are accrued when incurred in the government-wide and proprietary financial statements. Benefits that were earned but not used during the current year were accrued at employees' pay rates in effect at September 30, 2024. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations or retirements. For the governmental funds, compensated absences are liquidated by the General Fund.

The amount attributable to the business-type activities is charged to expense with a corresponding liability established in the government-wide financial statements as well as the Enterprise Fund.

Unearned Revenue

The Town reports unearned revenue on its statements of net position and governmental funds balance sheet. Unearned revenue arises when resources are obtained prior to revenue recognition. In subsequent periods, when revenue recognition criteria are met the unearned revenue is removed and revenue is recognized.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, FUND BALANCE/NET POSITION (CONTINUED)

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Unamortized bond premiums are presented as an addition to bonds payable.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Net Position

Net position of the government-wide and proprietary funds is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets is that portion of net position that relates to the Town's capital assets reduced by accumulated depreciation, deferred outflows or inflows related to debt, retainage payable and by any outstanding debt incurred to acquire, construct or improve those assets, excluding unspent proceeds.

Restricted net position is that portion of net position that has been restricted for general use by external parties (creditors, grantors, contributors, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation. Unrestricted net position consists of net position that does not meet the definition of either of the other two components.

Net Position Flow Assumption

Sometimes the Town will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted - net position to have been depleted before unrestricted - net position is applied.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, FUND BALANCE/NET POSITION (CONTINUED)

Fund Balance Flow Assumptions

Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

The Town's accounting and finance policies are used to interpret the nature and/or requirements of the funds and their corresponding assignment of restricted, committed, assigned, or unassigned.

The Town reports the following classifications:

Non-spendable fund balance. Non-spendable fund balances are amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance. Restricted fund balances are amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (by debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance. These amounts can only be used for the specific purposes pursuant to constraints imposed by a formal action of the government's highest level of decision-making authority. The Town Commission is the highest level of decision-making authority for the government that can, by adoption of a resolution or an ordinance (equally binding), commit fund balance. Once adopted, the limitation remains in place until the Town Commission removes or revises the limitation by taking the same type of action (the adoption of another resolution or ordinance). This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, DEFERRED INFLOWS OF RESOURCES, FUND BALANCE/NET POSITION (CONTINUED)

Fund Balance Policies (continued)

Assigned fund balance. This classification reflects the amounts constrained by the Town's "intent" to be used for specific purposes, but are neither restricted nor committed. The Town's policy is that the Town Commission and the Mayor have the authority to assign amounts to be used for specific purposes. Assigned fund balances include all remaining amounts (except negative balances) that are reported in governmental funds, other than the General Fund, that are not classified as non-spendable and are neither restricted nor committed.

Unassigned fund balance. This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts of assets and deferred outflows of resources, liabilities and deferred inflows of resources, disclosures of contingent liabilities, revenues and expenditures/expenses reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

New Accounting Pronouncements Adopted

GASB Statement No. 99, *Omnibus 2022, Paragraph 4-10, Financial Guarantees and Derivative Instruments, Termination of Hedge Accounting*. The primary objective of this Statement is to enhance the guidance for recognizing, measuring, and disclosing derivative instruments and financial guarantees. This Statement was implemented by the Town for the fiscal year ended September 30, 2024; however, there was no impact to the Town.

GASB Statement No. 100, *Accounting Changes and Error Corrections*, the primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This Statement was implemented by the Town for the fiscal year ended September 30, 2024; however, there was no impact to the Town.

TOWN OF LAKE PARK, FLORIDA**NOTES TO FINANCIAL STATEMENTS****FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

NOTE 2 – PROPERTY TAXES

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. All property is reassessed according to its fair market value on January 1 of each year and each assessment roll is submitted to the State Department of Revenue for review to determine if the assessment rolls meet all of the appropriate requirements of State law. The laws of the State regulating tax assessment are also designed to ensure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills for operating purposes. The tax rate for the Palm Beach County Fire/Rescue Municipal Service Taxing Unit (MSTU) is included in the 10 mills and was 3.4581.

The tax levy of the Town is established by the Town Commission prior to October 1 of each year during the budget process. The Palm Beach County Property Appraiser incorporates the Town's millage into the total tax levy, which includes the County, County School Board, and special district tax requirements. The millage rate assessed by the Town for the year ended September 30, 2024, was 5.3474 (\$5.3474 for each \$1,000 of assessed valuation).

Taxes may be paid, less a 4% discount, in November or at declining discounts each month through the month of February. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are offered for sale for all delinquent taxes on real property.

After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. The certificate holder may make application for a tax deed on any unredeemed tax certificate after a period of two years. The County holds unsold certificates. Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the five-year statute of limitations. At September 30, 2024, unpaid delinquent taxes are not material and have not been recorded by the Town.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 3 – DEPOSITS AND INVESTMENTS

DEPOSITS

In addition to insurance provided by the Federal Depository Insurance Corporation (“FDIC”), all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, *Florida Security for Public Deposits Act*, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or another banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as cash deposits including certificate of deposits, are insured or collateralized.

The Town maintains a pooled account for cash and cash equivalents that is available for use by all funds. Each fund’s portion of the pooled account is displayed on the financial statements as “Pooled cash and cash equivalents”. Interest income from pooled checking accounts is allocated back to the General Fund. Investment income from the pooled SBA accounts is allocated to the funds based on each fund’s relative equity in the pool.

INVESTMENTS

The Florida State Board of Administration (“SBA”) Pool, hereinafter referred to as “Florida PRIME”, is not a registrant with the Securities and Exchange Commission (“SEC”); however, its board has adopted operating procedures consistent with the requirements for a 2a-7 fund. In accordance with these requirements, the method used to determine the participants’ shares sold and redeemed is the amortized cost method. Amortized cost includes accrued income and is a method of calculating an investment’s value by adjusting its acquisition cost for the amortization of discount or premium over the period from purchase to maturity.

The SBA is governed by Chapter 19-7 of the Florida Administrative Code and Chapters 218 and 215 of the Florida Statutes. These rules provide guidance and establish the general operating procedures for the administration of the SBA. Additionally, the Office of the Auditor General of the State of Florida performs the operational audit of the activities and investment of the SBA. The SBA accounts are not subject to custodial credit risk as these investments are not evidenced by securities that exist in physical or bank entry form.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS (CONTINUED)

In accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, the Town's investment in the Florida PRIME meets the definition of a qualifying investment pool that measures, for financial reporting purposes, all of its investments at amortized cost and should disclose the presence of any limitations or restrictions on withdrawals. As of September 30, 2024, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value. The Town, therefore, has no investments reported at fair value. The investment in the Florida PRIME is not insured by FDIC or any other governmental agency. At September 30, 2024, the Town's investment in the Florida PRIME was \$7,130,015. Florida PRIME is presented as a cash equivalent.

Interest Rate Risk

The Town has an investment policy that limits investment maturities as a means of managing its exposure to market value losses arising from increasing interest rates. To mitigate risk, the Town primarily invests in investments with maturities of twelve months or less.

The dollar weighted average days to maturity ("WAM") of Florida PRIME at September 30, 2024, is 39 days. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life ("WAL") of Florida PRIME at September 30, 2024, is 74 days.

Credit Risk

The Town has an investment policy that limits investments to the highest ratings by a nationally recognized statistical rating organization ("NRSRO") (Standard and Poor's and Moody's investment services). In order to mitigate credit risk, the Town does limit investments to the highest ratings by a NRSRO. Florida PRIME is rated AAAm by Standard and Poor's.

Concentration of Credit Risk

The Town diversifies its portfolio in such a way to control the risk of loss resulting from concentration of assets to a specific maturity, instrument, issue, dealer, or bank through which these securities are bought and sold. The Town only invests in Florida PRIME at September 30, 2024.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 4 – NOTES RECEIVABLES AND GRANT COMMITMENTS

The CRA has a program to give grants and low interest loans for business development and facade improvements. The loans bear interest at 2% and are payable monthly for terms of five to ten years. The grants are to be repaid if the business is sold within five years and one fifth of the grant is forgiven each year. Both the loans and grants are secured by a lien on the improvements and/or the property of the business. There are no loans outstanding at September 30, 2024.

In fiscal year 2023, the CRA awarded a grant for \$1,000,000 payable over five years. As of September 30, 2024, the CRA made payments that total \$400,000 and a outstanding balance of \$600,000 remains for the fiscal year-ended.

NOTE 5 – RECEIVABLES

Accounts receivables as of September 30, 2024, were as follows:

	General Fund	Marina Fund	Sanitation Fund	Total
Accounts receivable	\$ 333,336	\$ 4,722	\$ 221,297	\$ 559,355
Less: Allowance for uncollectible accounts	<u>(799)</u>	<u>(2,357)</u>	<u>(21,238)</u>	<u>(24,394)</u>
Total Accounts Receivable, Net	<u>\$ 332,537</u>	<u>\$ 2,365</u>	<u>\$ 200,059</u>	<u>\$ 534,961</u>

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 5 – RECEIVABLES (CONTINUED)

LEASES RECEIVABLE

Effective October 1, 2021, the Town implemented GASB No. 87, *Leases*, which required the Town to recognize a lease receivable and a deferred inflow of resources. The Town, as lessor, has ground leases for a communication tower (cell phone tower) and a parking lot. As of September 30, 2024, the remaining lease terms under these agreements, including options to extend, ranged from five to fourteen years. As of September 30, 2024, the value of the lease receivable is \$644,538. The value of the deferred inflow of resources as of September 30, 2024, was \$606,733, and the Town recognized lease revenue of \$28,831 and interest income of \$26,935 during the fiscal year. The following schedule represents the future principal and interest revenue to be received:

Fiscal Year Ending September 30	Principal	Interest	Total
2025	\$ 31,372	\$ 25,781	\$ 57,153
2026	34,053	24,527	58,580
2027	36,884	23,165	60,049
2028	39,874	21,690	61,564
2029	43,028	20,095	63,123
2030-2034	216,942	75,868	292,810
2035-2038	<u>242,385</u>	<u>25,100</u>	<u>267,485</u>
Total	<u>\$ 644,538</u>	<u>\$ 216,226</u>	<u>\$ 860,764</u>

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 6 – CAPITAL ASSETS

Capital Assets activity for the year ended September 30, 2024, was as follows:

Governmental Activities	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets not being depreciated/amortized				
Land	\$ 2,767,746	\$ --	\$ --	\$ 2,767,746
Construction in progress	685,062	676,952	(91,987)	1,270,027
Total Capital Assets Not Being Depreciated/Amortized	3,452,808	676,952	(91,987)	4,037,773
Capital assets being depreciated/amortized				
Buildings	7,972,225	17,220	--	7,989,445
Improvements	8,585,592	909,201	--	9,494,793
Leases (Right-of-use asset)	393,897	256,111	--	650,008
Machinery and equipment	4,347,358	812,679	(344,360)	4,815,677
Total Capital Assets Being Depreciated/Amortized	21,299,072	1,995,211	(344,360)	22,949,923
Less accumulated depreciation/amortization for				
Buildings	(6,436,360)	(178,160)	--	(6,614,520)
Improvements	(5,224,465)	(440,261)	--	(5,664,726)
Leases (Right-of-use asset)	(65,650)	(108,335)	--	(173,985)
Machinery and equipment	(2,488,995)	(275,292)	154,962	(2,609,325)
Total Accumulated Depreciation/Amortization	(14,215,470)	(1,002,048)	154,962	(15,062,556)
Total Capital Assets Being Depreciated/Amortized, net	7,083,602	993,163	(189,398)	7,887,367
Governmental Activities				
Capital Assets, Net	\$ 10,536,410	\$ 1,670,115	\$ (281,385)	\$ 11,925,140

The capital asset activity of business-type activities for the fiscal year ended September 30, 2024, was as follows:

Business-Type Activities	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets not being depreciated/amortized				
Land	\$ 2,492,332	\$ --	\$ --	\$ 2,492,332
Construction in progress	415,575	1,755,418	(89,080)	2,081,913
Total Capital Assets Not Being Depreciated	2,907,907	1,755,418	(89,080)	4,574,245
Capital assets being depreciated				
Improvements	18,507,919	664,465	--	19,172,384
Machinery and equipment	4,898,721	96,086	--	4,994,807
Total Capital Assets Being Depreciated	23,406,640	760,551	--	24,167,191
Less accumulated depreciation for				
Improvements	(9,460,570)	(1,022,152)	--	(10,482,722)
Machinery and equipment	(2,930,867)	(265,911)	--	(3,196,778)
Total Accumulated Depreciation	(12,391,437)	(1,288,063)	--	(13,679,500)
Total Capital Assets Being Depreciated/Amortized, net	11,015,203	(527,512)	--	10,487,691
Business-Type Activities				
Capital Assets, Net	\$ 13,923,110	\$ 1,227,906	\$ (89,080)	\$ 15,061,936

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 6 – CAPITAL ASSETS (CONTINUED)

Depreciation/amortization expense was charged to functions/programs of the primary government as follows:

Governmental activities

General government	\$ 563,292
Physical environment	685
Public safety	--
Transportation	303,540
Culture and recreation	<u>134,531</u>

Total Depreciation/Amortization Expense Governmental Activities	<u>\$ 1,002,048</u>
--	----------------------------

Business-Type activities

Marina fund	\$ 540,922
Sanitation fund	251,837
Stormwater fund	<u>495,304</u>

Total Depreciation Expense Business-Type Activities	<u>\$ 1,288,063</u>
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TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities of the Town for governmental activities for the fiscal year ended September 30, 2024:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Notes payable	\$ 769,721	\$ --	\$ (143,346)	\$ 626,375	\$ 148,233
Lease obligations	1,259,919	--	(63,331)	1,196,588	66,715
Net pension liability (see note 11)	245,780	--	(169,322)	76,458	--
Total OPEB liability (see note 12)	83,096	--	(17,733)	65,363	--
Leases (Right-of-use asset)	378,425	256,111	(93,357)	541,179	129,127
Compensated absences payable	<u>270,530</u>	<u>361,518</u>	<u>(257,351)</u>	<u>374,697</u>	<u>37,470</u>
Total	<u>\$ 3,007,471</u>	<u>\$ 617,629</u>	<u>\$ (744,440)</u>	<u>\$ 2,880,660</u>	<u>\$ 381,545</u>

Compensated absences, Net pension liability and Total OPEB liability for governmental activities are generally liquidated by the General Fund. The government portion of these liabilities are reflected in the Statement of Net Position.

The following is a summary of changes in long-term liabilities of the Town for business-type activities for the fiscal year ended September 30, 2024:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Business-type activities					
Notes payable	\$ 1,071,439	\$ --	\$ (261,763)	\$ 809,676	\$ 218,562
Lease obligations	53,681	--	(53,681)	--	--
Revenue bonds	2,365,000	--	(210,000)	2,155,000	215,000
Unamortized premium	66,840	--	(6,684)	60,156	--
Total OPEB liability (see note 12)	32,493	--	(13,246)	19,247	--
Compensated absences payable	<u>40,692</u>	<u>71,362</u>	<u>(20,996)</u>	<u>91,058</u>	<u>9,106</u>
Total	<u>\$ 3,630,145</u>	<u>\$ 71,362</u>	<u>\$ (566,370)</u>	<u>\$ 3,135,137</u>	<u>\$ 442,668</u>

PLEDGED REVENUES

The Revenues Bonds Series 2016 and the Promissory Notes Series 2008A, 2008B and 2009 are all secured by the non-ad valorem revenues of the Town. The pledged revenues for the fiscal year ended September 30, 2024 were \$6,404,937 and the related debt service was \$514,100. Total principal and interest to maturity to be paid from pledged revenues is \$3,454,619.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – LONG-TERM LIABILITIES (*CONTINUED*)

PROMISSORY NOTE, SERIES 2008A (NOTES PAYABLE)

On August 28, 2008, the Town executed a tax-exempt note in the principal amount of \$4,928,350 with the Bank of America. Loan proceeds are restricted to finance the settlement of the pension obligation to the Town of Lake Park Firefighters' Pension and for the construction of improvements in the marina. In addition, \$2,420,000 of the governmental loan proceeds were transferred to the CRA as a grant for the acquisition of property and for the construction of improvements within the Town's community redevelopment area in accordance with an interlocal agreement between the Town and the CRA executed on August 20, 2008. The agreement does not require the CRA to repay the grant from the Town; however, if the CRA makes a voluntary payment to the Town, the Town will use the payment to pay debt service on the note.

The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. The continued exclusion of interest on the Tax-Exempt Note from gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Sections 103(b)(2) and 148 of the Internal Revenue Code. Interest on the note is payable by the Town semi-annually on April 1 and October 1 and principal payments are due on April 1 with a final maturity date of April 1, 2028. The note bears an annual interest rate of 3.67%, which is subject to adjustment upon the occurrence of a Determination of Taxability.

PROMISSORY NOTE, SERIES 2008B (NOTES PAYABLE)

On August 28, 2008, the Town executed a note in the principal amount of \$309,550 with the Bank of America to finance the construction of improvements in the marina and the purchase of recreation vehicles. The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. Interest on the note is payable by the Town semi-annually on April 1 and October 1 and principal payments are due on April 1 with a final maturity date of April 1, 2028. The note bears an annual interest rate of 6.78%.

PROMISSORY NOTE, SERIES 2009 (NOTES PAYABLE)

On August 7, 2009, the Town executed a note in the principal amount of \$1,475,000 with the Bank of America to finance land acquisition and improvements, the purchase of a sanitation truck, fuel tanks, parking meters, and make roof repairs. The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. Interest on the note is payable by the Town semi-annually on April 1 and October 1 and principal payments are due on April 1 with a final maturity date of April 1, 2024. The note bears an annual interest rate of 5.11%.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – LONG-TERM LIABILITIES (CONTINUED)

PROMISSORY NOTE, SERIES 2009 (NOTES PAYABLE) (CONTINUED)

The Promissory Notes Series 2008A, 2008B and 2009 all contain a provision that upon the occurrence of any event of default, the bank may declare all obligations of the Town under the notes to be immediately due and payable without further action of any kind and upon such declaration the Note and the interest accrued thereon shall become immediately due and payable.

DOERING PROMISSORY NOTE (NOTES PAYABLE)

The Town entered into a promissory note for financing the purchase of a sanitation truck with a price of \$165,575 on September 7, 2022. There are thirty-six monthly payments due of \$5,390 starting on September 7, 2022, and the note bears an annual interest rate of 11.25%.

GOVERNMENT OBLIGATION NOTES, SERIES 2023 (NOTES PAYABLE)

On April 5, 2023, the Town executed a note for the purchase of two sanitation trucks. The note was for total amount of \$687,243. The Town is required to appropriate funds annually to pay the current amount due. The note is payable in four annual payments of \$198,287. Principal and interest on the note is payable by the Town annually a final maturity date of April 5, 2027. The note bears an annual interest rate of 5.990%.

GOVERNMENT OBLIGATION NOTES, SERIES 2023 (NOTES PAYABLE)

The agreements include a provision that upon the occurrence of any event of default, the lessor may retake possession of the sanitation trucks.

The debt service requirements to maturity for the notes payable are as follows:

Year Ending September 30,	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total Amount	Principal	Interest	Total Amount
2025	\$ 148,233	\$ 20,268	\$ 168,501	\$ 274,647	\$ 44,409	\$ 319,056
2026	153,673	14,728	168,401	231,009	28,694	259,703
2027	159,312	8,985	168,297	244,183	15,452	259,635
2028	165,157	3,031	168,188	59,836	1,440	61,276
Total	<u>\$ 626,375</u>	<u>\$ 47,012</u>	<u>\$ 673,387</u>	<u>\$ 809,675</u>	<u>\$ 89,995</u>	<u>\$ 899,670</u>

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – LONG-TERM LIABILITIES (CONTINUED)

LEASE OBLIGATIONS

The Town entered into a lease agreement for financing the installation and renewal of facility infrastructure with a purchase price of \$1,494,679 on March 28, 2019. The accumulated amortization was approximately \$354,825. Amortization expense related to the equipment is included in depreciation expense in the accompanying financial statements. The agreement includes a provision that upon the occurrence of any event of default, the lessor may retake possession of the equipment under lease.

The future minimum lease obligations as of September 30, 2024, are as follows:

Year Ending September 30,	Governmental Activities		Total Amount
	Principal	Interest	
2025	\$ 66,715	\$ 43,675	\$ 110,390
2026	70,258	41,240	111,498
2027	73,963	38,676	112,639
2028	77,837	35,976	113,813
2029	81,885	33,135	115,020
2030-2034	476,912	117,646	594,558
2035-2037	<u>349,018</u>	<u>26,011</u>	<u>375,029</u>
Total	<u>\$ 1,196,588</u>	<u>\$ 336,359</u>	<u>\$ 1,532,947</u>

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – LONG-TERM LIABILITIES (CONTINUED)

REVENUE BONDS, SERIES 2016

These bonds were issued September 29, 2016 in the amount of \$3,660,000 to advance refund the Series 2003A Florida Municipal Loan Council Revenue Bonds. The refunded note had an outstanding principal of \$3,575,000 at the refunding date and was called on November 1, 2016. The refunded note was issued in 2003 in the amount of \$4,810,000 for the construction of improvements at the Town's marina. The 2016 Bonds mature serially on October 1 of each year through October 1, 2033 with interest payable semiannually at rates ranging from 2% to 5%. The loan is secured by a covenant to appropriate in the annual budget the amount of non-ad valorem revenues to satisfy repayment. and is not an obligation of the Florida Municipal Loan Council, the State of Florida, or any political subdivision.

Default in the payment of principal or interest when due, in the performance of any part of the agreement, and/or any petition to declare bankruptcy are events of default. Remedies for an event of default include, but are not limited to, the Bond Insurer directing the Trustee to pursue any available remedy allowed by law to enforce the payment of principal and interest.

The debt service requirements to maturity are as follows:

Year Ending September 30,	Business-Type Activities		
	Principal	Interest	Total
2025	\$ 215,000	\$ 69,762	\$ 284,762
2026	220,000	64,925	284,925
2027	225,000	59,975	284,975
2028	225,000	54,350	279,350
2029	230,000	47,600	277,600
2029-2033	<u>1,040,000</u>	<u>84,100</u>	<u>1,124,100</u>
	<u>\$ 2,155,000</u>	<u>\$ 380,712</u>	<u>\$ 2,535,712</u>

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – LONG-TERM LIABILITIES (*CONTINUED*)

LEASES (RIGHT-OF-USE ASSETS)

The Town entered into 15 lease agreements as a Lessee with a duration of 48 to 60 months. The lease agreements qualify as other than a short-term lease under GASB 87 and; therefore, have been recorded at the present value of the future minimum lease payments as of the date of their inception. Principal and interest payments made during the fiscal year totaled \$118,414. Required monthly fixed payments range from approximately \$2,964 to \$18,249. The value of the leases (right-to-use assets) as of September 30, 2024 is \$650,008 with accumulated amortization of \$173,984.

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2024, are as follows:

Year Ending September 30,	Principal	Interest	Total Amount
2025	\$ 129,127	\$ 34,065	\$ 163,192
2026	129,127	34,065	163,192
2027	129,127	34,065	163,192
2028	115,117	30,391	145,508
2029	<u>38,681</u>	<u>10,123</u>	<u>48,804</u>
Total	<u>\$ 541,179</u>	<u>\$ 142,709</u>	<u>\$ 683,889</u>

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

In governmental accounting, interfund loans are reported as interfund receivables in lender funds and interfund payables in borrower funds. There is no net effect in the governmental-wide financial statements. The current portion of the interfund loan is reported in the governmental funds as Due to and Due from other funds and the non-current portion is reported as Advance to and Advance from other funds.

The composition of interfund balances at September 30, 2024, is as follows:

Receivable Fund	Payable Fund	Due to/from	Advance
General Fund	Marina Fund	\$ --	\$ 3,309,248
CRA Fund	General Fund	317,379	--
General Fund	Sanitation Fund	202,297	--
General Fund	Streets and Roads Fund	169,469	--
Total Interfund Balances		<u>\$ 689,145</u>	<u>\$ 3,309,248</u>

All payables and receivables were for cash flow purposes.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS (CONTINUED)

Interfund transfers during the fiscal year ended September 30, 2024, are as follows:

Transfer Out	Transfer In				Total
	General Fund	CRA Fund	Marina Fund	Stormwater Fund	
General Fund	\$ --	\$ 1,338,794	\$ --	\$ --	\$ 1,338,794
ARPA Fund	318,288	--	--	--	318,288
CRA Fund	168,597	--	--	--	168,597
Marina Fund	10,000	--	--	--	10,000
Sanitation Fund	31,434	--	--	--	31,434
Total Funds	<u>\$ 528,319</u>	<u>\$ 1,338,794</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 1,867,113</u>

The transfer from the CRA Fund to the General Fund was for principal and interest payments that the CRA Fund agreed to reimburse the General Fund if the CRA Fund has sufficient available resources.

The transfer from the General Fund to the CRA Fund was for the 2024 incremental tax obligation.

The transfer from the Marina Fund to the General Fund was for the Marina's share of the Johnson Controls upgrade.

The transfer from the Sanitation Fund to the General Fund was for principal and interest payments.

NOTE 9 – DEFERRED COMPENSATION PLAN ASSETS

Employees of the Town may participate in a deferred compensation plan adopted under the provisions of Internal Revenue Code Section 457 (Deferred Compensation Plans with Respect to Service for State and Local Governments).

The deferred compensation plan is available to all employees of the Town. Under the plan, employees may elect to defer a portion of their salaries and avoid paying taxes on the deferred portion until the withdrawal date. The deferred compensation amount is not available for withdrawal by employees until termination, retirement, death, or unforeseeable emergency. A third party administers the deferred compensation plan.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – DEFERRED COMPENSATION PLAN ASSETS (CONTINUED)

In 1999, the Town adopted GASB-32, *Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*. The Town modified its Deferred Compensation Plan to conform with the changes in the Internal Revenue Code brought about by the Small Business Job Protection Act of 1996 (the “Act”). The Act requires that eligible deferred compensation plans established and maintained by governmental employers be amended to provide that all assets of the plan be held in trust, or under one or more appropriate annuity contracts or custodial accounts, for the exclusive benefit of plan participants and their beneficiaries. As a result of this change, these plan assets are no longer property of the Town and will no longer be subject to the claims of the Town’s general creditors.

Because the Town has little administrative involvement and does not perform the investing function for funds in the Plan, the Town’s activities do not meet the criteria for inclusion in the fiduciary funds of a government.

NOTE 10 – DEFINED CONTRIBUTION PENSION PLAN

The General Employees Retirement Plan is a defined contribution pension plan established by the Town to provide benefits at retirement for all current employees. Defined contribution plans have terms that specify how contributions to an individual’s account are to be determined rather than the amount of pension benefits the individual is to receive. In a defined contribution plan, the pension benefits a participant will receive depend only on the amount contributed to the participant’s account, earnings on investments of these contributions, and forfeitures of other participants’ benefits that will be allocated to the participant’s account. The Town does not hold or administer resources of the Plan. Consequently, the Plan does not meet the requirements for inclusion in the Town’s financial statements as a fiduciary fund. The Plan does not issue a stand-alone financial report. Plan provisions are established and may be amended only by the Town Commission.

Employees are eligible to participate in the plan after completing six (6) months of continuous full-time employment and having reached age 18. The Town is required to contribute 7.5% of the plan members’ annual compensation and match 50% of the employees’ voluntary contributions under the deferred compensation plan, up to a maximum of 2.5% of participants’ annual compensation. For the fiscal year ended September 30, 2024, the Town had pension expense of \$347,639, and there were forfeitures of \$55,806. The Town had no contributions payable at September 30, 2024.

Vesting of the Town’s contributions in the 401(a) plan commences after two years of service, with 25% vesting in year two and 25% each year thereafter until fully vested after five years. If an employee terminates before becoming fully vested, forfeited amounts will be reallocated to accounts of remaining participants as an additional employer contribution.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – DEFINED BENEFIT PENSION PLAN

The Town administers one single employer defined benefit pension plan that covers no current Town employees. The Retired Police Officers’ Pension Fund (“RPOPF” or “Plan”) covers certain police retirees. The plan was established by the Town and administered by a separate board of trustees. The Board of Trustees consist of five members, the Town Manager, the Town Finance Director, two plan participants and a Town Citizen appointed by the other four members. The plan does not issue stand-alone financial reports.

At October 1, 2023, the date of the latest actuarial valuation, the membership in RPOPF consisted of the following:

Inactive plan members or beneficiaries currently receiving benefits	6
Active plan members	--
	<u>6</u>

Effective October 1, 2001, the Palm Beach County Sheriff’s Office (PBSO) was contracted to provide police services for the Town. In connection with the transfer of Town police services to the PBSO, the active plan members of the plan were eligible for a lump sum payout. Effective November 20, 2002, the Town terminated the Municipal Police Officers’ Retirement Trust Fund and distributed lump sum payouts to the vested participants. On October 15, 2003, the Town established the Retired Police Officers’ Pension Fund for the retirees covered by the original plan and transferred substantially all remaining assets of the original plan to the new plan in April 2004.

The Plan is a substituted trust established on October 1, 2003 by Town Ordinance No. 13-2003 to provide the retired members of the previous defined benefit pension plan with the monthly retirement benefits that were accrued under the prior plan. Accordingly, the Retired Police Officers’ Pension Fund covers only retirees and has no active plan members or employees of the Town that are eligible to participate and the provisions of the Retired Police Officers’ Pension Fund as established by Town ordinance, do not address any provisions related to vesting, eligibility for retirement, future retirement benefits, other benefits, or employee contributions. Administrative expenses are financed as part of the unfunded actuarial accrued liability.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

INVESTMENTS

Target Asset Mix

The plan's adopted asset allocation policy as of September 30, 2024, is as follows:

<u>Asset Class</u>	<u>Target Allocation</u>
Fixed Income	29 %
Large cap growth	25
Large cap value	26
Mid cap growth	4
Mid cap value	1
Small cap growth	1
Real estate	5
Internatioanl	9
Total	<u><u>100 %</u></u>

Interest Rate Risk

Interest rate risk refers to the portfolio's exposure to fair value losses arising from increasing interest rates. The Plan does not have a formal investment policy that limits investment maturities as a means of managing its exposure to market value losses arising from increasing interest rates.

Credit Risk

The Plan's investment policy limits investments in bonds, stocks, or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia, provided the corporation is listed on any one or more of the recognized national stock exchanges or on the National Market System of the NASDAQ Stock Market and in the case of bonds only, holds a rating in one of the three highest classifications by a major rating service.

Concentration of Credit Risk

The Plan's investment policy prohibits equity securities concentrations greater than 5% in the securities of any one company at cost and fixed income securities concentrations greater than 5% in any one issuer with the exception of U.S. government or agency issues. As of September 30, 2024, the value of each position held in the Plan's portfolio comprised less than 5% of fiduciary net position.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

*INVESTMENTS (CONTINUED)****Rate of Return***

For the fiscal year ended September 30, 2024, the annual money-weighted rate of return on Pension Plan investments, net of pension plan investment expense, was 24.26 percent adjusted for the changing amounts actually invested.

Fair Value Hierarchy

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Town's pension plan categorizes their fair value measurements within the fair value hierarchy established by GAAP. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 - Investments' fair values based on prices quoted in active markets for identical assets.

Level 2 - Investments' fair values based on observable inputs for the assets either directly or indirectly, other than those considered Level 1 inputs, which may include quoted prices for identical assets in markets that are not considered to be active, and quoted prices of similar assets in active or inactive markets.

Level 3 - Investments' fair values based upon unobservable inputs.

Exchange traded funds and mutual funds classified in Level 1 of the fair value hierarchy are valued based on prices quoted in active markets for those securities. Exchange traded funds are commonly referred to as "ETF". ETFs are funds that trade like other publicly-traded securities and are designed to track an index. Similar to shares of an index mutual fund, each share of the fund represents a partial ownership in an underlying portfolio of securities intended to track a market index.

The Plan does not hold any level 2 or 3 investments.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

*INVESTMENTS (CONTINUED)**Fair Value Hierarchy (continued)*

The following is a summary of the fair value hierarchy of the fair value of investments as of September 30, 2024:

Year Ended September 30,	Fair Value Measurements Using	
	9/30/2024	Quoted Prices in Active Markets for Identical Assets (Level 1)
Fiduciary Fund		
Global fixed income mutual funds	\$ 209,432	\$ 209,432
Equity ETF	803,328	803,328
Fixed income ETF	144,274	144,274
Real estate ETF	<u>62,141</u>	<u>62,141</u>
Total investments measured at fair value	<u>\$ 1,219,175</u>	<u>\$ 1,219,175</u>

Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and those such changes could materially affect the amounts reported in the statement of fiduciary net position. The Plan, through its investment advisor, monitors the Plan's investments and the risks associated therewith on a regular basis which the Plan believes minimizes these risks.

ACCOUNTING POLICIES

The Plan follows the accrual basis of accounting. Contributions are recorded when paid or when the Town has made the commitment to contribute to the Plan. Purchases and sales are recorded on the trade-date basis. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan. Administrative costs of the Plan are funded through investment earnings.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

CONTRIBUTIONS AND FUNDING POLICY

The Town is required to make contributions at actuarially determined amounts; there was \$0 minimum contribution requirement for the fiscal year ended September 30, 2024. The minimum contribution consists of the unfunded actuarial accrued liability, which should provide sufficient resources to pay employee pension benefits when due.

The actuarially determined contribution for the Plan for the current year was determined as part of the October 1, 2023 actuarial valuation using the aggregate actuarial cost method. The aggregate actuarial cost method does not identify and separately amortize unfunded actuarial liabilities and therefore, information about funding status and funding progress is presented using the entry age normal cost method for the Plan.

NET PENSION LIABILITY

The components of the net pension liability of the Town at September 30, 2024, were as follows:

Description	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balances at September 30, 2023	<u>\$ 1,436,343</u>	<u>\$ 1,190,563</u>	<u>\$ 245,780</u>
Changes due to			
Interest	102,761	--	102,761
Differences between expected and actual experience	(41,452)	--	(41,452)
Employer contributions	--	--	--
Benefit payments and refunds	(132,401)	(132,401)	--
Net investment income	--	266,937	(266,937)
Administrative expenses	<u>--</u>	<u>(36,306)</u>	<u>36,306</u>
Total Changes	<u>(71,092)</u>	<u>98,230</u>	<u>(169,322)</u>
Balances at September 30, 2024	<u>\$ 1,365,251</u>	<u>\$ 1,288,793</u>	<u>\$ 76,458</u>

The Plan fiduciary net position was 94.40% of the total pension liability as of September 30, 2024.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

NET PENSION LIABILITY (CONTINUED)

Significant Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of October 1, 2023 updated to September 30, 2024 using the following actuarial assumptions applied to the September 30, 2024, measurement period.

Inflation	2.50%
Salary increases	N/A
Investment rate of return	7.50%
Mortality	Female: PubS.H-2010 for Healthy Retirees, set forward one year. Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included the pension plan’s target asset allocation as of September 30, 2024, are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Equity	5.33%
Fixed income	1.45%

Discount Rate

The discount rate used to measure the total pension liability was 7.5 percent. The projection of cash flows used to determine the discount rates assumed that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans’ fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – DEFINED BENEFIT PENSION PLAN (CONTINUED)

NET PENSION LIABILITY (CONTINUED)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liabilities of the Town, calculated using the discount rates above, as well as what the Town's net pension liabilities would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
	6.50%	7.50%	8.50%
Town's net pension liability	\$ 141,545	\$ 76,458	\$ 18,885

PENSION EXPENSE (INCOME) AND DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

For the fiscal year ended September 30, 2024, the Town recognized pension expense (income) of \$(7,992). In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to the Plan from the following sources:

Description	Deferred Inflows of Resources
Net difference between projected and actual earnings on plan investments	\$ (101,470)

The amounts reported as deferred inflows of resources related to the plan will be recognized in pension expense as follows:

Year Ended September 30,	Amount
2025	\$ (27,201)
2026	10,980
2027	(48,455)
2028	(36,794)
	<u>\$ (101,470)</u>

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS

PLAN DESCRIPTION

The Town provides a single employer defined benefit postemployment health care benefit plan to all of its employees. The plan allows its employees and their beneficiaries to continue to obtain health benefits upon retirement. The benefits of the plan are in accordance with Florida Statutes, which is the legal authority for the plan. The plan has no assets and does not issue a separate financial report.

CONTRIBUTIONS

Currently, the Town follows a pay-as-you-go funding policy, contributing only those amounts necessary to provide for its portion of current year benefit costs and expenses. The Town does not directly make a contribution to the plan on behalf of retirees. Retirees and their beneficiaries pay the same group rates as are charged to the Town for active employees by its healthcare provider. For the fiscal year ended September 30, 2024 there were no retirees receiving other postemployment benefits. Current and future retirees are required to pay 100% of the blended premium to continue coverage under the Town’s group health insurance program..

PLAN MEMBERSHIP

The following table provides a summary of the participants in the plan as of October 1, 2023, the latest valuation date:

Active plan members	51
Inactive plan members or beneficiaries currently receiving benefits	--
Inactive plan members or beneficiaries entitled to but not yet receiving benefits	__--
	<u>51</u>

OPEB LIABILITY, OPEB EXPENSE (INCOME), AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO OPEB

At September 30, 2024, the Town reported a total OPEB liability of \$84,610. For the fiscal year ended September 30, 2024, the Town recognized OPEB expense (income) of \$(30,979). As of September 30, 2024, the Town did not report any deferred outflows of resources or deferred inflows of resources related to OPEB.

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)

ACTUARIAL METHODS AND ASSUMPTIONS

The total OPEB liability was calculated using the Alternative Measurement Method in accordance with the GASB No. 75 methodology.

Significant methods and assumptions were as follows:

Valuation date	October 1, 2023
Measurement date	September 30, 2024
Funding method	Entry Age Cost Method
Inflation	2.50%
Discount rate	4.06%
Retirement rates	100% at age 60
Mortality tables	PubG-2010 Mortality Table projected to the valuation date using MP-2019
Healthcare cost trend rates	Initially 7.00% trending to 4.00% in 55 years
Marital status	100% married with male spouses 3 years older than female spouses
Healthcare participation	20% participation with 40% electing spouse coverage

CHANGES IN ASSUMPTIONS

The discount rate was changed from 4.87% as of the beginning of the measurement period to 4.06% as of September 30, 2024. This change is reflected in the schedule of changes in total OPEB liability. There were no benefit changes during the year.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)

TOTAL OPEB LIABILITY

The components of the total OPEB liability as of September 30, 2024, were as follows:

	<u>Total OPEB Liability</u>
Balance at September 30, 2023	<u>\$ 115,589</u>
Changes for the year	
Service cost	10,072
Interest cost	4,961
Changes of assumptions and other inputs	(17,701)
Differences between expected and actual experience	(19,401)
Benefit payments	<u>(8,910)</u>
Net Change in Total OPEB Liability	<u>(30,979)</u>
Balance at September 30, 2024	<u><u>\$ 84,610</u></u>

SENSITIVITY OF THE TOTAL OPEB LIABILITY TO CHANGES IN THE DISCOUNT RATE

The following table presents the total OPEB liability of the Town calculated using the single discount rate of 4.06% as well as what the Town’s total OPEB liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current rate.

	1.0% Decrease 3.06%	Discount Rate 4.06%	1.0% Increase 5.06%
Total OPEB Liability	\$ 91,128	\$ 84,610	\$ 78,858

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)

SENSITIVITY OF THE TOTAL OPEB LIABILITY TO CHANGES IN THE HEALTHCARE TREND RATES

The following table presents the total OPEB liability of the Town calculated using the assumed trend rates (7.00% decreasing to 4.00%) as well as what the Town’s total OPEB liability would be if it were calculated using a trend rate that is one percentage point lower or one percentage point higher than the assumed trend rates.

	1.0% Decrease (6.00% Decreasing to 3%)	Trend Rates (7.00% Decreasing to 4%)	1.0% Increase (8.00% Decreasing to 5%)
Total OPEB Liability	\$ 77,828	\$ 84,610	\$ 92,439

NOTE 13 – JOINTLY GOVERNED ORGANIZATION

The Town, through an interlocal agreement with certain other municipalities and Palm Beach County, created the Seacoast Utility Authority (“Seacoast”) which provides water and sewer service to the citizens of each of the participating municipalities and a portion of Palm Beach County. Seacoast’s governing board is comprised of one member from each participating entity. Seacoast is an Independent Authority organized under the laws of the State of Florida, and the Town has no participating equity ownership in Seacoast. The Town paid \$38,736 to Seacoast during the fiscal year for water and sewer service.

NOTE 14 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the Town carries commercial insurance through the Florida League of Cities, Inc., a statewide commercial insurance program. The policy for comprehensive property, casualty and liability insurance provides coverage with a deductible of \$5,000 for property and casualty and \$25,000 for liability claims per occurrence, with a combined annual cap of \$2 million. The Town does not retain any risk of loss under this policy.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 14 – RISK MANAGEMENT (CONTINUED)

Florida Statutes limit the Town's maximum loss for most liability claims to \$200,000 per person and \$300,000 per occurrence under the Doctrine of Sovereign Immunity. However, under certain circumstances, a plaintiff can seek to recover damages in excess of statutory limits by introducing a claims bill to the Florida Legislature.

The limits addressed in Florida Statutes do not apply to claims filed in Federal courts. There have been no significant reductions in insurance coverage in the prior year. No settlements exceeded insurance coverage for the past three years.

The Town has established a risk management program for workers' compensation where premiums are paid from each department to the Florida League of Cities who fully insures all claims to a statutory level. The Town does not retain any risk of loss under this policy.

The Town currently reports all of its risk management activities in the Insurance Fund. Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported.

GRANTS

Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies, principally Palm Beach County, FEMA, the U.S. Department of Housing and Urban Development and the State of Florida. Any disallowed claims, including amounts already received, might constitute a liability of the Town for the return of those funds.

TOWN OF LAKE PARK, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 15 – ADMINISTRATIVE COSTS

The General Fund provides the other funds with various management services. Administrative costs totaling \$390,640 for the CRA Fund; \$132,299 for the Streets and Roads Fund; \$463,048 for the Marina Fund; \$595,347 for the Sanitation Fund; and \$264,599 for the Stormwater Utility Fund were charged for 2024.

NOTE 16 – DEFICIT NET POSITION

The Town has a net position financial deficit of \$1,492,952 in the Marina Fund as of September 30, 2024. This was caused by the Town terminating and repaying a grant agreement for \$2,400,000 that placed restrictions on land the grant purchased. The Town is currently negotiating with a developer for the Marina and expects these future payments to offset the deficit. Additionally, the Town has a fund balance deficit of \$163,846 in the Streets and Roads Fund as of September 30, 2024. The cause of the deficit fund balance was caused by decreases in State Revenue Sharing dollars and increasing street lighting costs as the Town works with Florida Power and Light to add additional lighting, increasing insurance premiums and operating costs.

NOTE 17 – INTER-LOCAL AGREEMENTS

FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The Town opted into the County's Fire-Rescue Municipal Services Taxing Unit ("MSTU") for the provision of fire rescue, fire protection, and related services from the County which commenced on October 1, 2015. The tax for the MSTU is included in the maximum 10 mills the Town is legally allowed to assess. On September 30, 2024, the MSTU millage rate was 3.4581 mills.

PALM BEACH COUNTY SHERIFF'S OFFICE INTER-LOCAL AGREEMENT

On April 11, 2006, the Town and the Palm Beach County Sheriff's Office entered into an agreement for law enforcement services which commenced October 1, 2005. The twenty-first addendum to the contract extended the term of service from October 1, 2024, through September 30, 2025, and the Town will pay \$3,943,539 in equal monthly installments. The agreement was renewed through September 30, 2025.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF LAKE PARK, FLORIDA

Item 10.

REQUIRED SUPPLEMENTARY INFORMATION RETIRED POLICE OFFICERS' RETIREMENT FUND SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS FOR THE FISCAL YEAR ENDED SEPTEMBER 30

	Last Ten Fiscal Years									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Total Pension Liability										
Service cost	\$ 124,182	\$ 116,219	\$ 132,596	\$ 131,746	\$ 125,696	\$ 110,375	\$ 107,476	\$ 108,046	\$ 106,496	\$ 102,761
Differences between expected and actual experience	(73,829)	206,781	8,574	(71,972)	(197,588)	8,549	32,509	2,980	(24,589)	(41,452)
Change of assumptions	--	51,891	--	--	--	(25,188)	--	--	--	--
Benefit payments, including refunds of employee contributions	(156,529)	(156,529)	(156,529)	(148,482)	(132,388)	(132,388)	(132,389)	(132,388)	(131,010)	(132,401)
Net Change in Total Pension Liability	(106,176)	218,362	(15,359)	(88,708)	(204,280)	(38,652)	7,596	(21,362)	(49,103)	(71,092)
Total Pension Liability - Beginning	<u>1,734,025</u>	<u>1,627,849</u>	<u>1,846,211</u>	<u>1,830,852</u>	<u>1,742,144</u>	<u>1,537,864</u>	<u>1,499,212</u>	<u>1,506,808</u>	<u>1,485,446</u>	<u>1,436,343</u>
Total Pension Liability - Ending (A)	<u>\$ 1,627,849</u>	<u>\$ 1,846,211</u>	<u>\$ 1,830,852</u>	<u>\$ 1,742,144</u>	<u>\$ 1,537,864</u>	<u>\$ 1,499,212</u>	<u>\$ 1,506,808</u>	<u>\$ 1,485,446</u>	<u>\$ 1,436,343</u>	<u>\$ 1,365,251</u>
Plan Fiduciary Net Position										
Contributions - employer	\$ 39,097	\$ 75,932	\$ 80,380	\$ 71,508	\$ 44,708	\$ 36,525	\$ 62,090	\$ 62,090	\$ 62,090	\$ --
Net investment income (loss)	(3,080)	141,510	142,541	114,653	64,072	72,360	282,473	(192,317)	140,884	266,937
Benefit payments, including refunds of employee contributions	(156,529)	(156,529)	(156,529)	(148,482)	(132,388)	(132,388)	(132,389)	(132,388)	(131,010)	(132,401)
Administrative expenses	(35,380)	(26,578)	(29,853)	(34,266)	(32,329)	(40,950)	(33,464)	(36,500)	(33,813)	(36,306)
Net Change in Plan Fiduciary Net Position	(155,892)	34,335	36,539	3,413	(55,937)	(64,453)	178,710	(299,115)	38,151	98,230
Plan Fiduciary Net Position - Beginning	<u>1,474,812</u>	<u>1,318,920</u>	<u>1,353,255</u>	<u>1,389,794</u>	<u>1,393,207</u>	<u>1,337,270</u>	<u>1,272,817</u>	<u>1,451,527</u>	<u>1,152,412</u>	<u>1,190,563</u>
Plan Fiduciary Net Position - Ending (B)	<u>\$ 1,318,920</u>	<u>\$ 1,353,255</u>	<u>\$ 1,389,794</u>	<u>\$ 1,393,207</u>	<u>\$ 1,337,270</u>	<u>\$ 1,272,817</u>	<u>\$ 1,451,527</u>	<u>\$ 1,152,412</u>	<u>\$ 1,190,563</u>	<u>\$ 1,288,793</u>
Net Pension Liability (A) - (B)	<u>\$ 308,929</u>	<u>\$ 492,956</u>	<u>\$ 441,058</u>	<u>\$ 348,937</u>	<u>\$ 200,594</u>	<u>\$ 226,395</u>	<u>\$ 55,281</u>	<u>\$ 333,034</u>	<u>\$ 245,780</u>	<u>\$ 76,458</u>
Plan Fiduciary Net Position as A Percentage of the Total Pension Liability	81.02%	73.30%	75.91%	79.97%	86.96%	84.90%	96.33%	77.58%	82.89%	94.40%

Change of Assumptions

For September 30, 2024, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2021 FRS valuation report for special risk employees.

TOWN OF LAKE PARK, FLORIDA

Item 10.

REQUIRED SUPPLEMENTARY INFORMATION RETIRED POLICE OFFICERS' RETIREMENT FUND SCHEDULES OF CONTRIBUTIONS AND INVESTMENT RETURNS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30

Last Ten Fiscal Years						
Schedule of Contributions						
Fiscal Year Ending September 30	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll *	Contribution as a percentage of covered payroll	
2015	\$ 39,097	\$ 39,097	\$ --	\$ --	N/A	
2016	75,932	75,932	--	--	N/A	
2017	80,380	80,380	--	--	N/A	
2118	71,508	71,508	--	--	N/A	
2019	44,708	44,708	--	--	N/A	
2020	36,525	36,525	--	--	N/A	
2021	62,090	62,090	--	--	N/A	
2022	60,230	62,090	(1,860)	--	N/A	
2023	34,093	62,090	(27,997)	--	N/A	
2024	26,616	--	26,616	--	N/A	

Schedule of Investment Returns	
Fiscal Year Ending September 30	Annual Money Weighted Rate of Return Net of Investment Expense
2015	-0.22%
2016	11.24%
2017	11.04%
2018	8.72%
2019	4.78%
2020	5.72%
2021	23.31%
2022	-14.04%
2023	13.19%
2024	24.26%

* There are no active employees in the Plan

TOWN OF LAKE PARK, FLORIDA

Item 10.

REQUIRED SUPPLEMENTARY INFORMATION RETIRED POLICE OFFICERS' RETIREMENT FUND NOTES TO THE SCHEDULE OF CONTRIBUTIONS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Significant Methods and Assumptions Used in Calculations of Determined Contributions.

The actuarially determined contribution rates are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.

Valuation Date	10/01/2023
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level dollar amount
Amortization Period	13
Asset Valuation Method	Market
Inflation	2.00%
Salary increases	N/A
Investment Rate of Return	7.50%
Mortality	Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB. Male: RP2000 Generational, 10% Annuitant White Collar/90% Annuitant Blue Collar, Scale BB

TOWN OF LAKE PARK, FLORIDA

Item 10.

REQUIRED SUPPLEMENTARY INFORMATION SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY

FOR THE YEAR ENDED SEPTEMBER 30

	2018	2019	2020	2021	2022	2023	2024
Total OPEB Liability - Beginning	<u>\$ 119,471</u>	<u>\$ 120,655</u>	<u>\$ 132,825</u>	<u>\$ 123,631</u>	<u>\$ 129,194</u>	<u>\$ 108,129</u>	<u>\$ 115,589</u>
Changes for the Year							
Service cost	9,362	9,008	14,531	13,501	14,521	10,256	10,072
Interest	4,555	5,252	5,086	2,854	3,547	5,472	4,961
Differences Between Expected and Actual Experience			(450)		6,063	--	(19,401)
Changes of assumptions	(5,275)	6,021	(18,599)	(3,185)	(37,524)	(863)	(17,701)
Benefit payments	<u>(7,458)</u>	<u>(8,111)</u>	<u>(9,762)</u>	<u>(7,607)</u>	<u>(7,672)</u>	<u>(7,405)</u>	<u>(8,910)</u>
Net Change in Total OPEB Liability	<u>1,184</u>	<u>12,170</u>	<u>(9,194)</u>	<u>5,563</u>	<u>(21,065)</u>	<u>7,460</u>	<u>(30,979)</u>
Total OPEB Liability - Ending	<u>\$ 120,655</u>	<u>\$ 132,825</u>	<u>\$ 123,631</u>	<u>\$ 129,194</u>	<u>\$ 108,129</u>	<u>\$ 115,589</u>	<u>\$ 84,610</u>
Covered Employee Payroll	<u>\$ 2,388,729</u>	<u>\$ 2,448,447</u>	<u>\$ 2,999,824</u>	<u>\$ 3,074,819</u>	<u>\$ 3,368,189</u>	<u>\$ 3,286,038</u>	<u>\$ 3,413,766</u>
Total OPEB Liability as a Percentage of Covered Employee Payroll	5.05%	5.42%	4.12%	4.20%	3.21%	3.52%	2.48%

The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of the date of the most recent valuation. Since there are currently no invested plan assets held in trust to finance the Total OPEB liability, the discount rate is the long-term rate of return on tax-exempt, high quality municipal bonds based on the daily rate of Fidelity's "20-Year Municipal GO AA Index".

This schedule is presented as required by accounting principles generally accepted in the United States of America, however, until a full 10-year trend is compiled, information is presented for those years available.

TOWN OF LAKE PARK, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Revenues				
Taxes	\$ 7,123,951	7,088,951	\$ 7,369,799	\$ 280,848
Licenses and permits	661,675	887,375	1,778,322	890,947
Intergovernmental	2,369,600	1,934,600	1,602,447	(332,153)
Charges for services	1,910,833	1,928,433	1,936,762	8,329
Fines and forfeitures	142,500	153,500	135,353	(18,147)
Miscellaneous	357,520	562,520	588,077	25,557
Total Revenues	<u>12,566,079</u>	<u>12,555,379</u>	<u>13,410,760</u>	<u>855,381</u>
Expenditures				
Current:				
General government:				
Legislative	190,043	190,043	161,233	28,810
Town manager	315,960	366,760	368,221	(1,461)
Personnel	325,453	352,393	353,075	(682)
Town clerk	323,651	327,416	328,207	(791)
Finance	682,880	687,380	689,249	(1,869)
Communications and Grants	297,246	283,046	282,702	344
Legal	188,000	195,800	196,250	(450)
Information technology	483,303	441,783	436,700	5,083
Non-departmental	1,081,087	499,260	408,404	90,856
Total General Government	<u>3,887,623</u>	<u>3,343,881</u>	<u>3,224,041</u>	<u>119,840</u>
Public safety	4,354,588	4,446,598	5,311,775	(865,177)
Physical environment	860,096	891,096	755,388	135,708
Transportation	469,235	502,309	319,334	182,975
Culture and recreation	1,794,451	1,904,561	1,770,732	133,829
Capital outlay	20,500	59,354	496,704	(437,350)
Debt service:				
Principal	219,067	206,567	300,034	(93,467)
Interest charges	72,252	72,252	96,674	(24,422)
Total Expenditures	<u>11,677,812</u>	<u>11,426,618</u>	<u>12,274,682</u>	<u>(848,064)</u>
Excess (Deficiency) of Revenues over Expenditures	<u>888,267</u>	<u>1,128,761</u>	<u>1,136,078</u>	<u>7,317</u>
Other Financing Sources (Uses)				
Lease (right-of-use asset) acquired	--	--	256,111	(256,111)
Transfers in	1,170,305	210,033	528,319	(318,286)
Transfers out	(2,058,572)	(1,338,794)	(1,338,794)	--
Total Other Financing Sources (Uses)	<u>(888,267)</u>	<u>(1,128,761)</u>	<u>(554,364)</u>	<u>(318,286)</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 581,714</u>	<u>\$ 581,714</u>

See notes to budgetary comparison schedule.

REQUIRED SUPPLEMENTARY INFORMATION

BUDGETARY COMPARISON SCHEDULE -
COMMUNITY REDEVELOPMENT FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final	Amounts	
Revenues				
Intergovernmental	\$ 696,877	\$ 696,877	\$ 699,404	\$ 2,527
Transfer from General Fund	1,338,794	1,338,794	1,338,794	--
Balance brought forward	<u>1,555,578</u>	<u>1,792,055</u>	<u>--</u>	<u>(1,792,055)</u>
Total Revenues	<u>3,591,249</u>	<u>3,827,726</u>	<u>2,038,198</u>	<u>(1,789,528)</u>
Expenditures				
Economic environment	1,401,384	1,454,871	1,055,541	399,330
Capital outlay	432,000	614,990	706,889	(91,899)
Grants and aids	1,589,268	1,589,268	396,365	1,192,903
Transfers	<u>168,597</u>	<u>168,597</u>	<u>168,597</u>	<u>--</u>
Total Expenditures	<u>3,591,249</u>	<u>3,827,726</u>	<u>2,327,392</u>	<u>1,500,334</u>
Net Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>\$ (289,194)</u>	<u>\$ (289,194)</u>

See notes to the budgetary comparison schedule.

TOWN OF LAKE PARK, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

NOTE TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BUDGETARY ACCOUNTING

An appropriated budget has been legally adopted for the General Fund and Community Redevelopment Fund on the same modified-accrual basis used to reflect revenue and expenditures.

The Town follows these procedures in establishing the annual budget:

- Prior to September 1, the Town Manager submits to the Town Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted at the Town Hall to obtain taxpayer comments.
- The Town advises the Palm Beach County Tax Collector's office of the proposed millage rate, the rolled back millage rate and the day, time and place of the public hearing for budget acceptance.
- A public hearing is held to obtain taxpayer input and to adopt the final budget and millage rate.
- A final operating budget and related millage rates are legally enacted through the passage of a resolution.
- Changes or amendments to the total budgeted expenditures of funds the must be approved by the Town Commission. Accordingly, the legal level of control is at the fund level.
- All unencumbered balances lapse at the end of each fiscal year.

NOTE 2 – EXPENDITURES OVER APPROPRIATIONS

There were no expenditures in excess of appropriations at the fund level.

**COMBINING FUND FINANCIAL STATEMENTS
(SUPPLEMENTARY INFORMATION)**

TOWN OF LAKE PARK, FLORIDA

Item 10.

**COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS**

SEPTEMBER 30, 2024

	Debt Service Fund	Public Improvement Fund	Special Revenue Funds Special Projects Fund	Streets & Roads Fund	Capital Projects Fund Capital Projects Bond Fund	Total Nonmajor Governmental Funds
Assets						
Cash and cash equivalents	\$ 170,125	\$ 237,147	\$ 607,326	\$ --	\$ 16,593	\$ 1,031,191
Accounts receivable, net	--	--	--	--	--	--
Due from other governments	--	--	144,376	27,305	--	171,681
Total Assets	<u>\$ 170,125</u>	<u>\$ 237,147</u>	<u>\$ 751,702</u>	<u>\$ 27,305</u>	<u>\$ 16,593</u>	<u>\$ 1,202,872</u>
Liabilities and Fund Balances						
Liabilities						
Accounts payable	\$ --	\$ 5,640	\$ 20,020	\$ 10,312	\$ --	\$ 35,972
Accrued items	--	--	--	161	--	161
Unearned revenue	--	--	5,560	11,209	--	16,769
Due to other funds	--	--	--	169,469	--	169,469
Total Liabilities	<u>--</u>	<u>5,640</u>	<u>25,580</u>	<u>191,151</u>	<u>--</u>	<u>222,371</u>
Fund Balances						
Nonspendable:						
Prepays	--	--	--	--	--	--
Restricted for:						
Debt service	170,125	--	--	--	--	170,125
Public improvements	--	231,507	--	--	--	231,507
Infrastructure	--	--	726,122	--	--	726,122
Capital projects	--	--	--	--	16,593	16,593
Assigned to:						
Subsequent years expenditures	--	--	--	--	--	--
Unassigned	--	--	--	(163,846)	--	(163,846)
Total Fund Balances	<u>170,125</u>	<u>231,507</u>	<u>726,122</u>	<u>(163,846)</u>	<u>16,593</u>	<u>980,501</u>
Total Liabilities and Fund Balances	<u>\$ 170,125</u>	<u>\$ 237,147</u>	<u>\$ 751,702</u>	<u>\$ 27,305</u>	<u>\$ 16,593</u>	<u>\$ 1,202,872</u>

TOWN OF LAKE PARK, FLORIDA

Item 10.

**COMBINING STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

			Special Revenue Funds			
	Debt Service Fund	Public Improvement Fund	Special Projects Fund	Streets & Roads Fund	Capital Projects Bond Fund	Total Nonmajor Governmental Funds
Revenues						
Taxes	\$ 39	\$ --	\$ 902,857	\$ --	\$ --	\$ 902,896
Intergovernmental	--	--	237,535	398,734	--	636,269
Miscellaneous	--	75,575	--	--	--	75,575
Total Revenues	<u>39</u>	<u>75,575</u>	<u>1,140,392</u>	<u>398,734</u>	<u>--</u>	<u>1,614,740</u>
Expenditures						
Current:						
General government	--	--	3,415	--	--	3,415
Economic Environment	--	185,200	--	--	--	185,200
Transportation	--	--	--	440,666	--	440,666
Capital outlay	--	--	1,322,882	53,701	--	1,376,583
Total Expenditures	<u>--</u>	<u>185,200</u>	<u>1,326,297</u>	<u>494,367</u>	<u>--</u>	<u>2,005,864</u>
Net Changes in Fund Balances	39	(109,625)	(185,905)	(95,633)	--	(391,124)
Fund Balances - Beginning	<u>170,086</u>	<u>341,132</u>	<u>912,027</u>	<u>(68,213)</u>	<u>16,593</u>	<u>1,371,625</u>
Fund Balances - Ending	<u>\$ 170,125</u>	<u>\$ 231,507</u>	<u>\$ 726,122</u>	<u>\$ (163,846)</u>	<u>\$ 16,593</u>	<u>\$ 980,501</u>

STATISTICAL SECTION

TOWN OF LAKE PARK, FLORIDA

Item 10.

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING) UNAUDITED

	Fiscal Year				
	2015	2016	2017	2018	2019
Governmental Activities					
Net investment in capital assets	\$ 3,142,197	\$ 3,205,414	\$ 3,862,515	\$ 5,431,953	\$ 5,809,108
Restricted	404,094	506,653	1,029,677	1,509,135	2,028,528
Unrestricted	419,594	1,010,808	1,356,118	1,178,588	1,464,835
Total Governmental Activities Net Position	<u>\$ 3,965,885</u>	<u>\$ 4,722,875</u>	<u>\$ 6,248,310</u>	<u>\$ 8,119,676</u>	<u>\$ 9,302,471</u>
Business-Type Activities					
Net investment in capital assets	\$ 4,909,675	\$ 4,690,541	\$ 4,506,945	\$ 4,566,524	\$ 4,813,499
Restricted	--	--	--	--	--
Unrestricted	350,817	535,262	347,918	662,698	706,485
Total Business-Type Activities Net Position	<u>\$ 5,260,492</u>	<u>\$ 5,225,803</u>	<u>\$ 4,854,863</u>	<u>\$ 5,229,222</u>	<u>\$ 5,519,984</u>
Primary Government					
Net investment in capital assets	\$ 8,051,872	\$ 7,895,955	\$ 8,369,460	\$ 9,998,477	\$ 10,622,607
Restricted	404,094	506,653	1,029,677	1,509,135	2,028,528
Unrestricted	770,411	1,546,070	1,704,036	1,841,286	2,171,320
Total Primary Government Net Position	<u>\$ 9,226,377</u>	<u>\$ 9,948,678</u>	<u>\$ 11,103,173</u>	<u>\$ 13,348,898</u>	<u>\$ 14,822,455</u>
	Fiscal Year				
	2020	2021	2022	2023	2024
Governmental Activities					
Net investment in capital assets	\$ 5,822,996	\$ 6,733,248	\$ 7,040,813	\$ 8,178,523	\$ 9,560,998
Restricted	4,511,884	3,743,532	3,485,741	3,543,171	2,981,882
Unrestricted	1,504,174	1,501,051	4,659,622	6,003,711	6,579,956
Total Governmental Activities Net Position	<u>\$ 11,839,054</u>	<u>\$ 11,977,831</u>	<u>\$ 15,186,176</u>	<u>\$ 17,725,405</u>	<u>\$ 19,122,836</u>
Business-Type Activities					
Net investment in capital assets	\$ 4,766,405	\$ 7,119,055	\$ 10,163,404	\$ 10,313,828	\$ 11,990,015
Unrestricted	788,457	936,660	(1,997,096)	(2,866,459)	(2,238,068)
Total Business-Type Activities Net Position	<u>\$ 5,554,862</u>	<u>\$ 8,055,715</u>	<u>\$ 8,166,308</u>	<u>\$ 7,447,369</u>	<u>\$ 9,751,947</u>
Primary Government					
Net investment in capital assets	\$ 10,589,401	\$ 13,852,303	\$ 17,204,217	\$ 18,492,351	\$ 21,551,013
Restricted	4,511,884	3,743,532	3,485,741	3,543,171	2,981,882
Unrestricted	2,292,631	2,437,711	2,662,526	3,137,252	4,341,888
Total Primary Government Net Position	<u>\$ 17,393,916</u>	<u>\$ 20,033,546</u>	<u>\$ 23,352,484</u>	<u>\$ 25,172,774</u>	<u>\$ 28,874,783</u>

TOWN OF LAKE PARK, FLORIDA

Item 10.

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING) UNAUDITED

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Expenses										
Governmental Activities										
General government	\$ 1,622,346	\$ 2,119,258	\$ 2,379,266	\$ 1,897,797	\$ 1,796,253	\$ 2,114,917	\$ 1,929,635	\$ 2,131,579	\$ 3,246,177	\$ 4,468,353
Public safety	4,927,037	3,460,558	3,616,758	3,769,881	3,890,768	3,987,837	4,211,942	5,529,482	4,636,567	5,311,775
Physical environment	279,885	313,900	337,601	243,451	369,636	250,097	388,350	567,812	789,540	756,073
Transportation	589,970	566,643	572,008	573,583	627,123	738,997	819,468	931,643	1,152,078	1,063,540
Culture and recreation	842,876	859,896	937,507	1,017,475	1,139,623	1,150,406	843,683	995,026	1,510,035	1,905,263
Economic environment	1,429	3,925	--	459,417	563,372	786,273	831,683	1,411,479	1,488,811	1,637,106
Interest on long-term debt	233,655	191,384	147,633	111,880	120,502	120,947	119,915	100,106	114,884	92,447
Total Governmental Activities Expenses	<u>8,497,198</u>	<u>7,515,564</u>	<u>7,990,773</u>	<u>8,073,484</u>	<u>8,507,277</u>	<u>9,149,474</u>	<u>9,144,676</u>	<u>11,667,127</u>	<u>12,938,092</u>	<u>15,234,557</u>
Business-Type Activities										
Marina	1,728,929	1,664,332	1,854,387	1,703,023	1,885,821	1,768,741	2,375,706	4,975,478	2,265,025	2,609,819
Sanitation	1,163,127	1,205,728	1,365,725	1,282,784	1,422,337	1,746,142	2,076,764	1,979,857	2,746,651	2,609,621
Stormwater	335,711	392,237	364,367	386,464	575,569	596,912	704,635	643,893	839,980	1,868,529
Total Business-Type Activities Expenses	<u>3,227,767</u>	<u>3,262,297</u>	<u>3,584,479</u>	<u>3,372,271</u>	<u>3,883,727</u>	<u>4,111,795</u>	<u>5,157,105</u>	<u>7,599,228</u>	<u>5,851,656</u>	<u>7,087,969</u>
Total Primary Government Expenses	<u>\$ 11,724,965</u>	<u>\$ 10,777,861</u>	<u>\$ 11,575,252</u>	<u>\$ 11,445,755</u>	<u>\$ 12,391,004</u>	<u>\$ 13,261,269</u>	<u>\$ 14,301,781</u>	<u>\$ 19,266,355</u>	<u>\$ 18,789,748</u>	<u>\$ 22,322,526</u>

TOWN OF LAKE PARK, FLORIDA

Item 10.

CHANGES IN NET POSITION (CONTINUED)

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING) UNAUDITED

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Program Revenues										
Governmental Activities										
Charges for services										
General government	\$ 89,112	\$ 111,930	\$ 109,601	\$ 123,425	\$ 112,775	\$ 113,464	\$ 108,933	\$ 551,899	\$ 1,220,633	\$ 1,835,356
Public safety	762,073	873,864	1,068,425	1,048,644	1,033,888	1,434,668	1,299,583	3,626,388	1,504,556	135,353
Physical environment	--	--	--	--	--	--	--	--	205,949	1,845,933
Transportation	27,680	290	--	35,577	37,409	15,592	14,018	14,389	--	--
Culture and recreation	52,827	16,995	26,740	--	--	146,257	64,714	505,770	20,775	33,795
Operating contributions and grants										
General government	--	--	--	--	--	--	--	1,600,000	564,595	570,112
Public safety	--	--	--	71,845	4,919	11,725	75,014	1,113	975,642	318,288
Physical environment	2,470	4,951	3,980	51,573	33,660	8,248	77,497	19,399	3,606	5,057
Transportation	--	--	--	--	--	--	--	180,000	--	--
Culture and recreation	9,230	7,116	24,221	--	33,960	1,829,673	--	--	16,781	6,248
Economic Environment	--	--	--	25,007	50,056	55,223	27,009	27,819	--	--
Capital contributions and grants	--	--	--	323,233	60,354	39,844	3,379	84,208	--	--
General government	--	--	--	1,679,304	1,367,021	3,682,669	1,670,147	6,610,985	--	--
Public safety	--	--	--	--	--	--	--	--	--	--
Physical environment	--	--	--	1,475,452	1,584,076	1,328,429	1,624,539	1,909,905	--	--
Transportation	19,245	19,822	23,997	1,696,560	1,768,552	1,739,770	1,904,997	1,892,574	--	--
Culture and recreation	9,065	56,726	251,920	768,853	769,833	920,992	918,803	964,669	129,449	237,535
Total Governmental Activities										
Program Revenues	971,702	1,091,694	1,508,884	7,299,473	6,856,503	11,326,554	7,788,633	17,989,118	4,641,986	4,987,677
Business-Type Activities										
Charges for services										
Marina	1,357,287	1,340,328	1,403,726	79,162	43,919	38,396	100,000	139,437	1,855,256	2,376,677
Sanitation	1,672,392	1,707,491	1,691,438	11,286	9,454	61,449	--	--	1,933,100	2,935,362
Stormwater	487,537	487,878	505,642	31,625	288,999	15,614	2,155,778	1,580,413	1,010,117	1,932,435
Operating contributions and grants										
Marina	--	--	--	--	--	--	--	--	--	--
Sanitation	--	--	--	--	--	--	--	--	--	--
Stormwater	--	--	--	--	--	--	--	--	--	--
Capital contributions and grants										
Marina	--	--	--	--	--	--	--	--	--	--
Stormwater	--	--	--	--	--	--	--	--	5,123	2,157,857
Total Business-Type Activities										
Program Revenues	3,517,216	3,535,697	3,600,806	122,073	342,372	115,459	2,255,778	1,719,850	4,803,596	9,402,331
Total Primary Government Program Revenues	\$ 4,488,918	\$ 4,627,391	\$ 5,109,690	\$ 7,421,546	\$ 7,198,875	\$ 11,442,013	\$ 10,044,411	\$ 19,708,968	\$ 9,445,582	\$ 14,390,008

TOWN OF LAKE PARK, FLORIDA

CHANGES IN NET POSITION (CONTINUED)

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING) UNAUDITED

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Net (Expense) Revenue										
Governmental activities	\$ (7,525,493)	\$ (6,423,870)	\$ (6,481,889)	\$ (6,394,177)	\$ (7,140,256)	\$ (5,466,805)	\$ (7,474,529)	\$ (5,056,142)	\$ (8,296,106)	\$ (10,246,880)
Business-type activities	289,469	273,400	16,327	712,928	604,109	(5,188)	1,558,397	(1,112,230)	(1,048,060)	2,314,362
Total Primary Government Net Expense	<u>\$ (7,236,024)</u>	<u>\$ (6,150,470)</u>	<u>\$ (6,465,562)</u>	<u>\$ (5,681,249)</u>	<u>\$ (6,536,147)</u>	<u>\$ (5,471,993)</u>	<u>\$ (5,916,132)</u>	<u>\$ (6,168,372)</u>	<u>\$ (9,344,166)</u>	<u>\$ (7,932,518)</u>
General Revenues and Other Changes in Net Position										
Governmental activities										
Taxes										
Property taxes	\$ 4,839,895	\$ 3,496,377	\$ 3,791,642	\$ 3,644,561	\$ 3,443,832	\$ 3,721,481	\$ 4,012,875	\$ 4,234,082	\$ 5,324,494	\$ 5,854,479
Infrastructure surtax	--	--	389,411	620,736	644,946	610,154	713,453	853,456	883,943	902,857
Franchise fees	598,424	605,622	627,219	632,237	634,652	594,844	635,073	723,836	858,102	888,829
Utility service taxes	952,772	975,706	1,006,475	1,025,980	1,037,613	1,018,200	1,042,374	1,135,538	1,283,912	1,325,934
Local option gas taxes	251,894	257,756	269,595	266,361	269,924	240,713	249,902	262,118	268,030	258,814
Communication sales tax	315,322	286,682	276,237	278,915	274,449	274,183	262,334	269,188	288,294	285,213
Intergovernmental, unrestricted	1,196,655	1,222,771	1,282,459	1,357,344	1,423,061	1,435,228	1,624,209	1,877,912	1,418,852	1,399,384
Gain on sale of surplus property	320,000	--	--	--	49,749	--	--	--	--	--
Miscellaneous revenue	--	--	--	--	--	--	--	--	200,907	178,687
Investment earnings	20,104	25,946	54,286	47,015	219,825	108,585	14,925	121,952	542,395	508,680
Transfers	303,078	310,000	310,000	411,877	325,000	--	(941,839)	(1,213,595)	(233,594)	41,434
Total Governmental Activities	<u>8,798,144</u>	<u>7,180,860</u>	<u>8,007,324</u>	<u>8,285,026</u>	<u>8,323,051</u>	<u>8,003,388</u>	<u>7,613,306</u>	<u>8,264,487</u>	<u>10,835,335</u>	<u>11,644,311</u>
Business-Type Activities										
Investment earnings	4,767	1,911	3,609	5,720	11,653	4,331	617	2,751	16,675	21,166
Gain on sale of equipment	--	--	--	74,152	--	35,735	--	--	56,543	--
Miscellaneous revenues	--	--	--	--	--	--	--	--	22,309	10,484
Transfers	(303,078)	(310,000)	(310,000)	(411,877)	(325,000)	--	941,839	1,213,595	233,594	(41,434)
Total Business-Type Activities	<u>(298,311)</u>	<u>(308,089)</u>	<u>(306,391)</u>	<u>(332,005)</u>	<u>(313,347)</u>	<u>40,066</u>	<u>942,456</u>	<u>1,222,823</u>	<u>329,121</u>	<u>(9,784)</u>
Total Primary Government	<u>\$ 8,499,833</u>	<u>\$ 6,872,771</u>	<u>\$ 7,700,933</u>	<u>\$ 7,953,021</u>	<u>\$ 8,009,704</u>	<u>\$ 8,043,454</u>	<u>\$ 8,555,762</u>	<u>\$ 9,487,310</u>	<u>\$ 11,164,456</u>	<u>\$ 11,634,527</u>
Changes in Net Position										
Governmental activities	\$ 1,272,651	\$ 756,990	\$ 3,208,345	\$ 1,890,849	\$ 1,182,795	\$ 2,536,583	\$ 138,777	\$ 3,208,345	\$ 2,539,229	\$ 1,397,431
Business-type activities	(8,842)	(34,689)	110,593	380,923	290,762	34,878	2,500,853	110,593	(718,939)	2,304,578
Total Primary Government	<u>\$ 1,263,809</u>	<u>\$ 722,301</u>	<u>\$ 3,318,938</u>	<u>\$ 2,271,772</u>	<u>\$ 1,473,557</u>	<u>\$ 2,571,461</u>	<u>\$ 2,639,630</u>	<u>\$ 3,318,938</u>	<u>\$ 1,820,290</u>	<u>\$ 3,702,009</u>

TOWN OF LAKE PARK, FLORIDA

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING) UNAUDITED

	Fiscal Year				
	2015	2016	2017	2018	2019
General Fund					
Nonspendable	\$ 755,709	\$ 700,452	\$ 647,423	\$ 580,059	\$ 513,597
Restricted	10,316	10,000	10,000	10,000	10,000
Assigned					
Subsequent year's expenditures	36,458	65,355	47,786	5,900	43,458
Unassigned	<u>563,362</u>	<u>881,030</u>	<u>1,179,607</u>	<u>1,509,094</u>	<u>1,723,974</u>
Total General Fund	<u>\$ 1,365,845</u>	<u>\$ 1,656,837</u>	<u>\$ 1,884,816</u>	<u>\$ 2,105,053</u>	<u>\$ 2,291,029</u>
All Other Governmental Funds					
Nonspendable	\$ --	\$ --	\$ 395	\$ 1,283	\$ 1,680
Restricted	414,536	509,239	1,023,816	1,499,135	2,018,528
Assigned					
Subsequent year's expenditures	--	7,500	70,954	73,977	--
Special revenue funds	--	206,196	301,084	10,004	--
Capital projects funds	253,325	--	--	--	--
Unassigned	<u>(105,427)</u>	<u>(58,769)</u>	<u>(247,851)</u>	<u>(115,053)</u>	<u>(39,144)</u>
Total All Other Governmental Funds	<u>\$ 562,434</u>	<u>\$ 664,166</u>	<u>\$ 1,148,398</u>	<u>\$ 1,469,346</u>	<u>\$ 1,981,064</u>
	Fiscal Year				
	2020	2021	2022	2023	2024
General Fund					
Nonspendable	\$ 900,294	\$ 991,153	\$ 3,409,863	\$ 3,353,381	\$ 3,394,331
Restricted	10,000	10,000	875,420	478,442	130,671
Assigned					
Subsequent year's expenditures	67,436	104,129	294,429	194,623	99,325
Unassigned	<u>1,287,644</u>	<u>1,388,478</u>	<u>959,350</u>	<u>2,497,141</u>	<u>3,480,974</u>
Total General Fund	<u>\$ 2,265,374</u>	<u>\$ 2,493,760</u>	<u>\$ 5,539,062</u>	<u>\$ 6,523,587</u>	<u>\$ 7,105,301</u>
All Other Governmental Funds					
Nonspendable	\$ --	\$ 712	\$ 5,966	\$ 5,122	\$ 394
Restricted	4,501,884	3,733,532	3,445,326	3,507,685	2,927,228
Assigned					
Subsequent year's expenditures	--	--	--	--	--
Special revenue funds	--	39	16,009	98,194	--
Capital projects funds	--	16,107	26,477	--	--
Unassigned	<u>(163,353)</u>	<u>(358,920)</u>	<u>(543,117)</u>	<u>(68,713)</u>	<u>(757)</u>
Total All Other Governmental Funds	<u>\$ 4,338,531</u>	<u>\$ 3,391,470</u>	<u>\$ 2,950,661</u>	<u>\$ 3,542,288</u>	<u>\$ 2,926,865</u>

TOWN OF LAKE PARK, FLORIDA

Item 10.

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING) UNAUDITED

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Revenues										
Taxes	\$ 6,391,091	\$ 5,077,705	\$ 5,814,747	\$ 5,923,514	\$ 5,761,043	\$ 5,944,679	\$ 6,403,775	\$ 6,946,912	\$ 7,728,499	\$ 8,272,695
Licenses and permits	622,763	732,567	727,048	820,631	761,108	707,998	1,089,750	3,420,988	1,148,939	1,778,322
Intergovernmental	1,827,646	1,821,757	1,971,076	2,469,253	2,239,661	2,137,834	2,548,901	4,662,682	3,764,461	3,256,408
Charges for services	408,911	345,977	365,978	411,005	437,528	1,228,671	1,622,555	1,751,466	1,597,025	1,936,762
Fines and forfeitures	80,929	100,810	290,900	159,231	220,336	685,695	193,156	152,691	205,949	135,353
Miscellaneous	470,381	162,649	187,875	193,236	423,564	2,000,208	95,647	815,979	996,367	728,547
Total Revenues	9,801,721	8,241,465	9,357,624	9,976,870	9,843,240	12,705,085	11,953,784	17,750,718	15,441,240	16,108,087
Expenditures										
General government	1,610,692	1,812,849	2,285,666	1,979,986	1,987,217	2,281,813	2,612,970	3,067,165	2,990,362	3,227,456
Public safety	4,926,858	3,458,641	3,612,914	3,769,659	3,872,115	3,987,837	4,211,378	5,528,944	4,636,023	5,311,775
Physical environment	277,727	307,054	329,059	241,094	364,034	619,952	574,401	765,995	788,559	755,388
Transportation	477,058	480,458	472,046	509,351	528,708	685,850	776,439	831,092	911,355	760,000
Culture and recreation	709,111	701,248	803,814	913,563	1,019,952	1,061,868	991,331	1,151,398	1,436,915	1,770,732
Economic environment	1,429	3,925	--	459,417	563,372	602,624	750,620	1,172,882	1,194,812	1,240,741
Capital outlay	111,467	222,166	338,565	1,113,065	2,247,676	465,347	1,247,277	752,054	1,271,253	2,580,176
Debt service										
Principal	915,002	948,039	982,074	646,531	286,450	361,702	364,238	479,084	411,527	300,034
Interest	241,454	199,556	156,080	116,019	92,701	122,631	120,903	101,147	90,586	96,674
Grants and aid	--	--	--	--	--	--	--	--	293,999	396,365
Total Expenditures	9,270,798	8,133,936	8,980,218	9,748,685	10,962,225	10,189,624	11,649,557	13,849,761	14,025,391	16,439,341
Excess (Deficiency) of Revenues Over (Under) Expenditures	530,923	107,529	377,406	228,185	(1,118,985)	2,515,461	304,227	3,900,957	1,415,849	(331,254)
Other Financing Sources (Uses)										
Transfers in	1,304,254	993,767	1,084,848	1,167,729	1,258,334	979,739	1,073,969	1,146,179	2,078,677	1,867,113
Transfers out	(950,832)	(683,767)	(774,848)	(857,729)	(933,334)	(979,739)	(2,015,808)	(2,359,774)	(2,312,271)	(1,825,679)
Lease (right-of-use asset) acquired	--	--	--	--	--	--	--	--	393,897	256,111
Total Other Financing Sources (Uses)	353,422	310,000	310,000	310,000	325,000	--	(941,839)	(1,213,595)	160,303	297,545
Net Change in Fund Balances	\$ 884,345	\$ 417,529	\$ 687,406	\$ 538,185	\$ (793,985)	\$ 2,515,461	\$ (637,612)	\$ 2,687,362	\$ 1,576,152	\$ (33,709)
Debt Service as a Percentage of Non-Capital Expenditures	12.63%	14.50%	13.17%	8.83%	4.35%	4.98%	4.66%	4.43%	4.03%	2.95%

TOWN OF LAKE PARK, FLORIDA

Item 10.

GOVERNMENTAL FUNDS TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING) UNAUDITED

Fiscal Year	Property Taxes	Franchise Fees	Service Taxes	Services Taxes	Sales Tax	Totals
2015	4,839,895	598,424	952,772	315,322	650,565	7,356,978
2016	3,496,377	605,622	975,706	286,682	673,639	6,038,026
2017	3,791,642	627,219	1,006,475	276,237	1,067,305 (1)	6,768,878
2018	3,644,561	632,237	1,025,980	278,915	1,320,225	6,901,918
2019	3,441,936	634,652	1,037,613	274,449	1,357,273	6,745,923
2020	4,146,404	594,844	1,018,200	274,183	1,273,258	7,306,889
2021	4,012,875	635,073	1,042,374	262,334	1,492,059	7,444,715
2022	4,234,082	723,836	1,135,538	269,188	1,761,627	8,124,271
2023	5,324,494	858,102	1,283,912	288,294	1,816,898	9,571,700
2024	5,854,479	888,829	1,325,934	285,213	1,801,536	10,155,991

(1) In 2017 the Infrastructure Surtax started, which is an additional locally approved sales tax.

TOWN OF LAKE PARK, FLORIDA

GENERAL GOVERNMENTAL REVENUE BY SOURCE

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING) UNAUDITED

Fiscal Year	Taxes	Licenses and Permits	Inter- governmental	Charges for Services	Fines and Forfeitures	Miscellaneous	Other Financing Sources	Total	Annual Percentage Increase (Decrease)
2015	6,391,091	622,763	1,827,646	408,911	80,929	470,381	353,422	10,155,143	8.90%
2016	5,077,705	732,567	1,821,757	345,977	100,810	162,649	310,000	8,551,465	-15.80%
2017	5,814,747	727,048	1,971,076	365,978	290,900	187,875	310,000	9,667,624	13.10%
2018	5,923,514	820,631	2,469,253	411,005	159,231	193,236	310,000	10,286,870	6.40%
2019	5,761,043	761,108	2,239,661	437,528	220,336	423,564	1,819,679	11,662,919	13.40%
2020	5,944,679	707,998	2,137,834	1,228,671	685,695	2,000,208	--	12,705,085	8.90%
2021	6,403,775	1,089,750	2,548,901	1,622,555	193,156	95,647	--	11,953,784	-5.90%
2022	6,946,912	3,420,988	4,662,682	1,751,466	152,691	815,979	--	17,750,718	48.50%
2023	7,728,499	1,148,939	3,764,461	1,597,025	205,949	996,367	--	15,441,240	48.50%
2024	8,272,695	1,778,322	3,256,408	1,936,762	135,353	728,547	--	16,108,087	4.30%

TOWN OF LAKE PARK, FLORIDA

ASSESSED VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS UNAUDITED

Tax Year	Real Property Residential	Commercial	Personal Property	Centrally Assessed Property	Assessed Value for Operations	Total Direct Tax Rate	Total Taxable Value (1)
2015	225,062,210	262,052,591	34,999,307	1,271,593	523,385,701	10.3455	523,385,701
2016	247,734,289	290,478,840	36,381,709	1,404,468	575,999,306	10.2335	575,999,306
2017	271,762,954	318,484,359	34,296,329	1,494,679	626,038,321	9.4730	626,038,321
2018	290,066,574	339,045,111	34,962,598	1,568,074	665,642,357	8.8055	665,642,357
2019	316,637,931	365,505,348	39,530,880	1,556,194	723,230,353	8.8055	723,230,353
2020	340,559,805	391,381,387	42,715,405	1,549,431	776,206,028	8.8055	776,206,028
2021	390,842,528	459,138,779	43,912,976	1,580,812	895,475,095	8.8055	895,475,095
2022	403,132,350	457,296,345	48,316,946	1,723,008	910,468,649	8.8055	910,468,649
2023	456,221,141	510,951,280	59,722,159	1,826,710	1,028,721,290	8.6451	1,028,721,290
2024	501,202,319	615,538,326	66,438,529	2,824,398	1,186,003,572	8.5581	1,186,003,572

(1) Florida state law requires all property to be assessed at current fair market value. Accordingly, the estimated actual value is equal to the Total Assessed Value.

Source: Palm Beach County Property Appraiser.

TOWN OF LAKE PARK, FLORIDA

DIRECT AND OVERLAPPING PROPERTY TAX RATES

LAST TEN FISCAL YEARS RATE PER \$1,000 OF ASSESSED VALUE UNAUDITED

Town of Lake Park Property Tax Rates				Overlapping Property Tax Rates - (1)				Overlapping Property Tax Rates - (1)				Total
				Palm Beach County			Palm Beach County School District			Palm Beach County Special Districts		
Tax Year	(2) Operating Millage	General Obligation Debt Service	Total Town Millage	Operating Millage	General Obligation Debt Service	(2) Fire Rescue MSTU	Total County Millage	Operating Millage	General Obligation Debt Service		Total School Millage	
2015	5.3474	1.5400	6.8874	4.7815	0.1462	3.4581	4.9277	7.5120	--	7.5120	2.0974	
2016	5.3474	1.4280	6.7754	4.7815	0.1327	3.4581	8.3723	7.0700	--	7.0700	1.9453	
2017	5.3474	0.6675	6.0149	4.7815	0.1208	3.4581	8.3604	6.7690	--	6.7690	1.7818	
2018	5.3474	--	5.3474	4.7815	0.1165	3.4581	8.3561	6.5720	--	6.5720	1.6920	
2019	5.3474	--	5.3474	4.7815	0.0765	3.4581	8.3161	7.1640	--	7.1640	1.6873	
2020	5.3474	--	5.3474	4.7815	0.0309	3.4581	8.2705	7.0100	--	7.0100	1.6753	
2021	5.3474	--	5.3474	4.7815	0.0334	3.4581	8.2730	6.8750	--	6.8750	1.6386	
2022	5.3474	--	5.3474	4.7150	0.0289	3.4581	8.2020	6.5190	--	6.5190	1.5390	
2023	5.1870	--	5.1870	4.5000	0.0188	3.4581	7.9769	6.4570	--	6.4570	1.4258	
2024	5.1000	--	5.1000	4.5000	0.0396	3.4581	7.9977	6.3140	--	6.3140	1.4058	

Note: All millage rates are based on \$1 for every \$1000 of assessed value.

Source: Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments.

(1) Overlapping rates are those of local and county governments that apply to property owners within the Town of Lake Park. Not all overlapping rates apply to all Town property owners (i.e. The rates for special districts apply only to the proportion of the government's property owners whose property is located within the geographic boundaries of the special district.).

(2) Starting with tax year 2015, rather than paying for fire services the Town entered into a Municipal Services Taxing Unit (MTSU) with Palm Beach County Fire/Rescue who will receive the taxes directly.

TOWN OF LAKE PARK, FLORIDA

Item 10.

PRINCIPAL PROPERTY TAXPAYERS

CURRENT YEAR AND NINE YEARS AGO UNAUDITED

	2024			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
ASVRF Silver Beach Road LLC	\$ 59,028,866	\$ 286,992	1	1.42%
Mariners Key Owner LLC	46,419,992	324,346	2	5.36%
DG Lake Park Property Owner LLC	37,658,012	192,056	3	3.18%
Wal Mart Stores East LP	23,200,975	118,325	4	1.96%
Florida Power & Light Co	24,669,074	24,688	5	0.41%
SC Lake Park Associates, LLLP	19,823,971	146,265	6	2.42%
Mullinax Ford of PBC, LLC	20,969,812	135,502	7	2.24%
Kelsey Industrial, LLC	16,071,569	115,926	8	1.92%
Lake Park Square Joint Venture	16,639,444	136,512	9	2.26%
Earl Stewart LLC	16,825,850	92,759	10	1.53%
Totals	\$ 281,307,565	\$ 1,573,371		22.69%

Source: Palm Beach County Property Appraiser.

	2015			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
Lake Park Owner LLC	\$ 23,627,361	\$ 234,852	1	6.01%
Wal Mart Stores East LP	14,064,427	147,262	2	3.77%
Mullinax Ford of PBC, LLC	10,134,771	98,819	3	2.53%
Lake Park Square Joint Venture	9,559,895	100,097	4	2.56%
Trust Lake Park LTD	9,000,000	94,235	5	2.41%
Northlake Square East LLC	7,308,226	76,510	7	1.96%
Kelsey Industrial, LLC	7,236,884	74,923	6	1.92%
Congress Avenue Properties LTD	7,120,358	74,554	8	1.91%
Earl Stewart Toyota	7,058,280	73,904	9	1.89%
Twin City Investors, Inc	7,016,766	73,476	10	1.88%
Totals	\$ 102,126,968	\$ 1,048,632		26.84%

Source: Palm Beach County Property Appraiser.

Note: Assessed values are established by the Palm Beach County Property Appraiser's office as of January 1st of each year.

TOWN OF LAKE PARK, FLORIDA

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS UNAUDITED

Tax Year	Total Tax Levy	Amount of Current Taxes Collected (1)	Percent of Current Taxes Collected (1)	Amount of Delinquent Taxes Collected	Tax Year	Total Collected for the Year	Ratio of Total Taxes Collected to Current Levy	Accumulated Delinquent Taxes	Ratio of Delinquent Taxes to Current Levy
2015	3,604,768	2,577,893	71.5 %	411	2015	2,578,304	71.5 %	--	-- %
2016	3,905,670	3,460,856	88.6 %	48,873	2016	3,509,729	89.9 %	--	-- %
2017	3,767,181	3,720,816	98.8 %	37,598	2017	3,758,414	99.8 %	--	-- %
2018	3,559,456	3,633,065	102.1 %	11,806	2018	3,644,871	102.4 %	--	-- %
2019	3,867,402	3,436,942	88.9 %	13,066	2019	3,450,008	89.2 %	--	-- %
2020	4,150,684	3,725,509	89.8 %	3,233	2020	3,728,742	89.8 %	--	-- %
2021	4,398,525	4,004,424	91.0 %	8,690	2021	4,013,114	91.2 %	--	-- %
2022	4,868,640	4,236,588	87.0 %	1,108	2022	4,237,696	87.0 %	--	-- %
2023	5,335,978	4,702,805	88.1 %	3,902	2023	4,706,707	88.2 %	--	-- %
2024	6,048,618	5,152,398	85.2 %	7,970	2024	5,160,368	85.3 %	--	-- %

(1) Includes discount taken for early payment of property taxes.

Source: Palm Beach County Property Appraiser.

<https://www.pbctax.com/wp-content/uploads/2023/12/Agency-Distribution-Reports.pdf>

TOWN OF LAKE PARK, FLORIDA

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

UNAUDITED

Fiscal Year	Governmental Activities					Business-type Activities					Primary Government				
	General Obligation Bonds	Lease Obligations	Loans Payable	Lease (Right-of-use asset)	Total Governmental Activities	Percentage of Taxable Value of Property	Per Capita	Marina Revenue Bonds	Loans Payable	Lease Obligations	Total Business-type Activities	Total Primary Government	Population	Percent Of Average Household Income	Per Capita
2015	\$ 1,782,535	\$ --	\$ 3,216,600	\$ --	\$ 4,999,135	0.87%	591.75	\$ 3,705,000	\$ 757,064	--	\$ 4,462,064	\$ 9,461,199	8,448	2.45%	1,119.93
2016	1,088,763	--	2,962,333	--	4,051,096	0.65%	468.88	3,575,000	1,070,087	--	4,645,087	8,696,183	8,640	1.97%	1,006.50
2017	371,249	--	2,697,456	--	3,068,705	0.46%	354.97	3,490,000	885,400	--	4,375,400	7,444,105	8,645	1.86%	861.09
2018	--	--	2,422,491	--	2,422,491	0.33%	281.52	3,320,000	694,447	--	4,014,447	6,436,938	8,605	1.46%	748.05
2019	--	1,494,679	2,136,041	--	3,630,720	0.47%	426.89	3,140,000	1,121,553	--	4,261,553	7,892,273	8,505	1.73%	927.96
2020	--	1,431,057	1,837,961	--	3,269,018	0.37%	382.07	2,955,000	776,077	204,365	3,935,442	7,204,460	8,556	1.36%	842.04
2021	--	1,377,012	1,527,767	--	2,904,779	0.32%	321.08	2,765,000	541,851	155,806	3,462,657	6,367,436	9,047	1.14%	703.82
2022	--	1,320,013	1,105,682	--	2,425,695	0.24%	270.12	2,565,000	320,597	105,597	2,991,194	5,416,889	8,980	0.99%	603.22
2023	--	1,259,919	769,721	378,425	2,408,065	0.20%	268.04	2,365,000	1,071,439	53,681	3,490,120	5,898,185	8,984	1.20%	656.52
2024	--	1,196,588	725,645	--	1,922,233	0.16%	212.47	2,155,000	1,380,219	60,434	3,595,653	5,517,886	9,047	0.88%	609.91

Note: Details about the Town's outstanding debt can be found in the notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA

Item 10.

RATIOS OF GENERAL BONDED DEBT OUTSTANDING

AS OF SEPTEMBER 30, 2024

UNAUDITED

Fiscal Year	General Obligation Bonds	Less: Amounts Available in Debt Service Fund	Total	Percentage of Estimated Actual Taxable Value of Property	Per Capita
2015	1,782,535	94,030	1,688,505	0.32%	200
2016	1,088,763	106,900	981,863	0.17%	114
2017	371,249	146,225	225,024	0.04%	26
2018	--	--	--	0.00%	--
2019	--	--	--	0.00%	--
2020	--	--	--	0.00%	--
2021	--	--	--	0.00%	--
2022	--	--	--	0.00%	--
2023	--	--	--	0.00%	--
2024	--	--	--	0.00%	--

TOWN OF LAKE PARK, FLORIDA

Item 10.

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

AS OF SEPTEMBER 30, 2024

UNAUDITED

Governmental Unit	Debt Outstanding	Estimated (1) Percentage Applicable to Town of Lake Park	Estimated (1) Share of Direct and Overlapping Debt
Overlapping Debt			
Direct Debt - Town of Lake Park			
General obligation bonds	\$ --	100.00%	\$ --
Loans and lease obligations	<u>1,922,233</u>	100.00%	<u>1,922,233</u>
	<u>1,922,233</u>		<u>1,922,233</u>
Other Debt			
Palm Beach County	104,915,000	1.10%	1,153,995
Palm Beach County School Board	<u>2,910,000</u>	1.10%	<u>32,008</u>
	<u>107,825,000</u>		<u>1,186,004</u>
Total Direct and Overlapping Debt			3,108,237
Estimated town population			<u>9,047</u>
Total Per Capita			<u>\$ 344</u>

(1) Estimates based on ratio of assessed taxable values.

Source: Finance Department, Town of Lake Park, Florida
Palm Beach County Property Appraiser
School Board of Palm Beach County

TOWN OF LAKE PARK, FLORIDA

Item 10.

PLEDGED-REVENUE COVERAGE**LAST TEN FISCAL YEARS
UNAUDITED**

Fiscal Year	Marina Revenue Bonds				
	Gross Revenue	Operating Expense (1)	Net Revenue Available for		Coverage
			Debt	Debt	
			Service	Service (2)	
2015	1,357,287	974,610	382,677	315,713	1.21
2016	1,340,329	911,991	428,338	314,150	1.36
2017	1,403,726	1,157,953	245,773	317,325	0.77
2018	1,475,452	1,028,588	446,864	279,513	1.6
2019	1,607,079	1,231,365	375,714	284,412	1.32
2020	1,330,386	1,134,523	195,863	282,213	0.69
2021	1,923,192	1,751,749	171,443	281,663	0.61
2022	2,311,840	4,355,762	(2,043,922)	285,963	-7.15
2023	1,993,665	1,642,223	351,442	277,963	1.26
2024	2,383,371	2,078,364	305,007	283,963	1.07

(1) Expense is exclusive of depreciation.

(2) Includes principal and interest of revenue bonds only.

TOWN OF LAKE PARK, FLORIDA

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS UNAUDITED

Fiscal Year	Population (1)	Per Capita Personal Income (1)	Average Household Income (1)	Median Age (1)	Education Level in Years of Formal Schooling	School Enrollment (3)	Unemployment Rate (4)
2015	8,448	\$ 18,774	\$ 45,780	37	N/A	350	4.90%
2016	8,640	20,984	51,182	38	N/A	348	5.30%
2017	8,645	20,160	46,175	36	N/A	352	4.10%
2018	8,605	20,999	51,186	40	N/A	368	3.40%
2019	8,505	20,799	53,659	37	N/A	368	3.20%
2020	8,556	23,162	61,705	38	N/A	368	6.20%
2021	9,047	23,162	61,705	38	N/A	368	4.10%
2022	8,980	25,015	60,632	36	N/A	546	2.70%
2023	8,984	28,920	54,741	37	N/A	511	3.10%
2024	9,047	31,812	69,274	36	N/A	405	3.50%

Data Sources:

(1) The Population for 2013, 2014, 2015, 2016, 2017, 2018, 2019 , 2020,2021, 2022, 2023 and 2024 was obtained from the US Census Finder. Per Capita, Avg Household Income & Median Age was obtained from the US Census Bureau Fact F.

(3) Lake Park Elementary.

(4) Unemployment rate was obtained from the US Dept of Labor Local Area Unemployment Statistics.

TOWN OF LAKE PARK, FLORIDA

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO
UNAUDITED

Employer	2024			2015		
	Employees	Rank	Percentage of Total Town	Employees	Rank	Percentage of Total Town
			Employees			Employment
Palm Beach County School District	22,218	1	N/A	22,000	1	N/A
Florida Atlantic University	6,335	2	N/A	2,655	6	N/A
Palm Beach County	5,873	3	N/A	5,507	3	N/A
Tenet Coastal Division PBC	5,734	4	N/A	6,100	2	N/A
Next Era Energy (Parent Co, FPL)	5,598	5	N/A	3,854	4	N/A
Baptist Health South Florida	3,135	6	N/A	N/A	N/A	N/A
Veterans Health Administration	2,948	7	N/A	2,500	9	N/A
HCA Healthcare	2,612	8	N/A	2,714	5	N/A
Jupiter Medical Center	2,540	9	N/A	2,000	10	N/A
The Breakers	2,300	10	N/A	--	N/A	N/A
Totals	59,293		N/A	47,330		N/A

Source: Business Development Board of Palm Beach County. Data is for the West Palm Beach to Boca Raton metropolitan area.

N/A: Not available.

TOWN OF LAKE PARK, FLORIDA

FULL-TIME EQUIVALENT TOWN EMPLOYEES BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS UNAUDITED

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General government										
Town Manager	2	2	3	2	3	3	3	2	2	2
Personnel	2	2	2	2	2	2	2	2	2	2
Town Clerk	1	2	2	2	2	2	2	2	2	2
Finance	5	5	5	6	5	5	5	5	4	5
Grant Writer/Chief PIO	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1	2	2
Information technology	1	1	1	1	1	1	1	1	1	1
Public Safety										
Police	--	--	--	--	--	--	--	--	--	--
Fire	--	--	--	--	--	--	--	--	--	--
Community Development	6	6	6	5	7	7	7	8	8	9
Physical Environment										
Public works	8	8	8	5	7	7	8	8	8	10
Vehicle maintenance	1	2	2	2	2	2	2	2	2	2
Transportation										
Transportation	2	2	2	2	2	2	2	2	2	1
Culture and Recreation										
Library	5	5	5	5	6	5	4	6	5	5
Park maintenance	6	5	6	6	6	6	5	5	5	5
Recreation	1	1	3	3	3	3	3	3	2	3
Marina	3	3	4	4	5	5	6	6	5	5
Sanitation	8	8	7	7	6	8	7	9	4	5
Total	51	52	56	52	57	58	57	62	54	59

TOWN OF LAKE PARK, FLORIDA

OPERATING INDICATORS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS UNAUDITED

Function	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Public Safety										
Community development										
Code violations	451	723	651	703	891	847	684	781	400	1,482
Building permits issued	663	830	792	990	683	618	674	868	845	763
Value of permits (in thousands)	--	--	9,871	33,464	12,203	9,844	17,839	61,028	241,912	605,587
Transportation										
Street resurfacing (miles)	--	--	--	1	--	--	--	--	2	--
Pot holes repaired	450	441	512	585	429	419	468	436	273	--
Culture and Recreation										
Library										
Circulation	27,010	29,790	27,300	8,790	4,700	2,669	3,173	2,969	3,981	10,418
Programs offered	1,314	1,300	980	1,015	821	256	57	149	465	535
Park maintenance										
Acres of parks	69	69	69	69	69	69	69	69	69	69
Recreation										
Recreation programs offered	3	--	1	7	7	7	11	9	6	4
Recreation program attendance	825	--	880	134	283	168	190	185	130	181
Youth athletic participants	--	--	--	74	173	68	140	150	100	109
Marina										
Available slips	112	112	112	112	112	112	112	112	112	112
Sanitation										
Residential customers	3,666	3,666	3,666	3,397	3,689	3,689	3,666	3,666	3,677	3,677
Commercial customers	375	375	288	293	303	328	315	295	304	372
Refuse collected (tons)	9,385	9,827	10,246	10,362	10,686	11,308	11,758	11,167	9,814	9,413
Recyclables collected (tons)	398	391	361	377	319	189	279	219	207	680

Sources: Town departments.

N/A: Not available.

TOWN OF LAKE PARK, FLORIDA

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS UNAUDITED

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Street Lights	340	340	340	340	345	340	--	675	675	635
Lane Miles	64	64	64	64	64	64	64	64	64	64
Culture and Recreation										
Marina										
Wet Slips	112	112	112	112	112	112	112	112	112	112
Library										
Books	35,000	37,000	37,695	42,340	34,780	35,118	36,338	36,338	40,545	68,496
Leisure Services										
Ballfields - lighted	2	2	2	2	2	2	1	1	1	1
Basketball courts	2	2	2	2	2	2	1	1	2	2
Soccer fields	1	1	1	1	1	1	1	1	2	2
Tennis courts	6	6	6	6	6	6	4	4	8	8
Parks	7	7	7	7	7	7	6	6	7	7
Sanitation										
Garbage Trucks	13	14	14	14	14	14	12	10	11	10
Water /Sewer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(Provided by Seacoast Utility).

N/A: Not applicable.

Source: Town Departments, Town of Lake Park, Florida.

REPORTING SECTION

**Independent Auditors' Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with Government Auditing Standards**

To the Honorable Mayor and Town Commission
Town of Lake Park, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Lake Park, Florida (the "Town") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated October 30, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weakness. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items SD2024-001 and SD2024-002 that we consider to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matter that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and responses as item SD2024-002.

Town's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Town's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The Town's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CBIZ CPAs P.C.

West Palm Beach, FL
October 30, 2025

Independent Auditors' Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

To the Honorable Mayor and Town Commission
Town of Lake Park, Florida

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the Town of Lake Park, Florida's (the "Town") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Town's major federal program for the year ended September 30, 2024. The Town's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the fiscal year ended September 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Town's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Town's federal program.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Town's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Town, as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements. We issued our report thereon, dated October 30, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

CBIZ CPAs P.C.

West Palm Beach, FL
October 30, 2025

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Federal Agency, Pass-through Entity Federal Program	Assistance Listing No. (ALN)	Contract/ Grant No.	Total Expenditures
<u>United States Department of Housing and Urban Development</u>			
CDBG - Entitlement Grants Cluster:			
Direct Program:			
Community Development Block Grants/Entitlement Grants	14.218	R2022-1211	\$ 24,593
Indirect Program:			
Pass-Through Palm Beach County			
Community Development Block Grants/Entitlement Grants	14.218	R2023-1463	47,704
Total CDBG - Entitlement Grants Cluster			72,297
Total Community Development Block Grants/Entitlement Grants			72,297
Indirect Program:			
Pass-Through FL Department of Commerce			
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	MT130	1,377,653
Total Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii			1,377,653
Total United States Department of Housing and Urban Development			1,449,950
<u>United States Department of Treasury</u>			
Indirect Program:			
Passed through State of Florida - Division of Emergency Management - Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5163	318,288
Total Coronavirus State and Local Fiscal Recovery Funds			318,288
Total United States Department of Treasury			318,288
<u>United States Department of Homeland Security</u>			
Indirect Programs:			
Passed through State of Florida - Division of Emergency Management - Hazard Mitigation Grant Program (HMGP)	97.039	22FRP76	553,121
Total Hazard Mitigation Grant Program			553,121
Total United States Department of Homeland Security			553,121
Total Expenditures of Federal Awards			\$ 2,321,359

Note: No amounts were provided to subrecipients.

See notes to Schedule of Expenditures of Federal Awards.

TOWN OF LAKE PARK, FLORIDA**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS****FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) presents the expenditure activity of all federal awards of the Town of Lake Park, Florida (the “Town”) for the fiscal year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Town, it is not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the Town.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The Town has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

TOWN OF LAKE PARK, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified Opinion*

Internal control over financial reporting:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☒ Yes ☐ None reported

Non-compliance material to financial statements noted? ☒ Yes ☐ No

Federal Awards

Internal control over major program:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Type of auditors' report issued on compliance for the major program: *Unmodified Opinion*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ☐ Yes ☒ No

Identification of the Major Federal Program:

<u>ALN</u>	<u>Federal Program</u>
14.228	Community Redevelopment Block Grant State's Program and Non Entitlement Grants In Hawaii

Dollar threshold used to distinguish between Type A and Type B federal programs: \$750,000

Auditee qualified as low-risk auditee pursuant to the Uniform Guidance? ☐ Yes ☒ No

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

SIGNIFICANT DEFICIENCY

SD2024-001 – Bank Reconciliation Process

Criteria

Prudent practice would dictate that a formal bank reconciliation be prepared and reviewed each month within 15 days of month end with the appropriate review and sign off as evidence of the completeness, accuracy and timeliness of the reconciliation. Performing timely monthly bank reconciliations reduces the risk that errors, fraud or misuse of funds could go undetected and/or uncorrected.

Condition

During our audit of the fiscal year ended September 30, 2024, the auditor evaluated and performed a review of controls over the bank reconciliation process. The review focused on controls related to the accuracy and timeliness of the bank reconciliation process. The auditor made selections and examined several bank reconciliations to determine if the reconciliation was performed and reviewed timely (within 15 days) with the appropriate sign off as evidence of the completeness, the accuracy and timeliness of the reconciliation. The auditor relied on bank reports and independently verified reconciliation data on a test basis.

During our bank reconciliation testing, the auditor selected 3 bank accounts to examine and noted that the Town did not complete their monthly bank reconciliation on a timely basis for several months related to each bank account. The auditor finding pertains to delays in preparation and review of bank reconciliations and does not indicate any errors or discrepancies in the reconciliation results.

Cause

There is a lack of adequate internal control over financial close and reporting as it relates to the bank reconciliation process.

Effect

Without bank reconciliations being prepared and reviewed timely for accuracy and completeness, the Town may not know if the cash position is accurate and whether or not there were errors, fraud or misuse of funds.

TOWN OF LAKE PARK, FLORIDA**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)****FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)***SIGNIFICANT DEFICIENCY (CONTINUED)*****SD2024-001 – Bank Reconciliation Process (continued)*****Recommendation***

We recommend the Town implement internal controls associated with the preparation and review of bank reconciliations that will ensure reconciliations are prepared and reviewed on a monthly basis. Monthly bank reconciliations must be prepared and reviewed within 15 days of the month end to ensure accuracy and completeness of cash balances reported by the Town and possibly identify fraud or misuse of funds.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

TOWN OF LAKE PARK, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SD2024-002 – NON-COMPLIANCE WITH FLORIDA STATUTES (REPEAT FINDING- SD2023-002)

Criteria

Section 218.39(1), Florida Statutes, requires that a local government shall have an annual financial audit of its accounts and records completed within nine (9) months after the end of its fiscal year.

Condition

The Town did not issue and file the September 30, 2024 financial statements with the Auditor General by June 30, 2025 or the Annual Financial Report (“AFR”) to the Florida Department of Financial Services by June 30, 2025, as required by Florida Statutes.

Cause

The Town experienced significant personnel turnover within the finance department.

Effect

The lack of personnel led to delays in performing required financial statement closing procedures.

Recommendation

We recommend that the Town assess the finance department staffing needs and hire the required personnel.

View of Responsible Official and Planned Corrective Action

See accompanying corrective action plan.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None

TOWN OF LAKE PARK, FLORIDA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

I. PRIOR YEAR FINANCIAL STATEMENT FINDINGS

SD2023-001 – Was addressed in the current year and was not repeated.

SD2023-002 – Was not addressed in the current year and is repeated as SD2024-002.

II. PRIOR YEAR FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

**Management Letter in Accordance with the Rules of the
Auditor General of the State of Florida**

To the Honorable Mayor and Town Commission
Town of Lake Park, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Lake Park, Florida (the “Town”), as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated October 30, 2025.

Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors’ Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings; and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated October 30, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The status of findings made in the preceding annual financial audit report have been addressed except as noted in the summary schedule of prior audit findings.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Town has made these disclosures in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. Our assessment was done as of the fiscal year end. The results of our procedures did not disclose any matters that are required to be reported.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Program

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the Town's geographical boundaries during the fiscal year under audit. During the fiscal year ended September 30, 2024, the PACE Program did not operate within the Town's geographical boundaries.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that the special district component unit provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7., Rules of the Auditor General, the Town of Lake Park Community Development Agency (the "Agency") required information is reported in the Agency's standalone financial statements for the fiscal year ended September 30, 2024.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Honorable Mayor, Town Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

CBIZ CPAs P.C.

West Palm Beach, FL
October 30, 2025



CBIZ CPAs P.C.

525 Okeechobee Boulevard
Suite 750
West Palm Beach, FL 33401

P: 561.653.7300

Item 10.

**Independent Accountants' Report on Compliance Pursuant to
Section 218.415, Florida Statutes**

To The Honorable Mayor and Town Commission
Town of Lake Park, Florida

We have examined the Town of Lake Park, Florida (the "Town") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies, for the fiscal year ended September 30, 2024. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

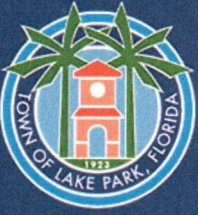
Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with Section 218.415, Florida Statutes, for the fiscal year ended September 30, 2024.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes, and it is not suitable for any other purpose.

CBIZ CPAs P.C.

West Palm Beach, FL
October 30, 2025



Finance
Department

October 30, 2025

Governing Board
Town of Lake Park

RE: Response to Report of Audit Findings Management Letter for Year
ending September 30, 2024

SD2024-01 Bank Reconciliation Process

The policy of the Finance Department is to complete bank reconciliations within 15 days of month end. Efforts will be made, even with the ongoing staffing issue to more timely complete bank reconciliations. It is anticipated that this issue can be resolved on or before December 31, 2025.

SD2024-02 Non-Compliance with Florida Statutes

There were a multitude of issues that delayed the Town having its annual financial audit completed within 9 months after the end of the fiscal year. There are personnel vacancies, which continue to exist at this current date. The employment market in South Florida is improving and the Town improved processes to reach a greater employee pool to secure the best candidates for the open positions. Additionally, the Town will work with the external auditors to set a schedule that will meet the June 30, 2026 deadline for the fiscal year ending September 30, 2025.

Should you have any questions or concerns about the above response,
~~Please contact me directly.~~
Sincerely,

Barbara A. Gould

Finance Director

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: November 5, 2025
Originating Department: Public Works
Agenda Title: Resolution 91-11-25 - Agreement - Medium & Heavy Truck Washing Services – FW Fleet Clean, LLC – \$13,000
Agenda Category (i.e., Consent, New Business, etc.): Consent
Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$13,000.00 **Funding Source:** Contractual Services
Account Number: 404-534-404-34000 **Finance Signature:** Barbara A. Gould

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

Attachments: Resolution 91-11-25
Agreement for Medium and Heavy Truck Washing Services – FW Fleet Clean, LLC
Quote-42318 - FW Fleet Clean, LLC
RFQ 127-2025 Medium and Heavy Truck Washing Services

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

Summary Explanation/Background:

The Public Works Department has identified the need to secure a qualified vendor to provide on-site medium and heavy-duty truck washing services for fifteen (15) Town vehicles.

As a result, the Town issued a Request for Quotation (RFQ) for Medium and Heavy Truck Washing Services (RFQ #127-2025 - September 15, 2025) in accordance with the Town's Procurement Policy. This RFQ is intended to select a contractor to provide all labor, materials, and equipment necessary to perform the work for a one-year term, with the option of two (2) additional one-year renewals.

The proposed purchase would follow the Town of Lake Park's Procurement Policy - Sec. 2-246—

thresholds for the procurement of goods and services.

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

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including RFQ #127-2025 and published addenda, as required.

To ensure the lowest possible price, staff is recommending that the Town enter into a one (1) year agreement with two additional one-year extensions with FW Fleet Clean, LLC, in the annual amount of \$13,000. If approved, the Town Commission would accept FW Fleet Clean, LLC's approved pricing, including all terms, conditions, and pricing therein. The Town will not expend more than the amount within the approved budget, as it may be adopted/amended each year for these goods and services over the term of this contract.

Funding to support these services is available with the FY 2026 Budget - Sanitation Fund (Account No. 404-534-404-34000, Contractual Services).

If approved, the new vendor is expected to begin providing services from October 22, 2025, through October 22, 2026.

The proposed Agreement has been prepared by the Public Works Director and reviewed by the proposed vendor, FW Fleet Clean, LLC, the Finance Director, and the Town Attorney.

The Town has previously worked with the proposed vendor, and they have consistently provided a high-quality product and excellent customer service.

Recommended Motion:

I move to approve Resolution 91-11-25 and authorize a Medium and Heavy Truck Washing Services Agreement with FW Fleet Clean, LLC, in the amount of \$13,000 annually; and authorize the Mayor to execute the proposed Agreement.

RESOLUTION 91-11-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH FW FLEET CLEAN, LLC FOR MEDIUM AND HEAVY TRUCK WASHING SERVICES PURSUANT TO RFQ 127-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town has identified the need for a qualified and licensed contractor to provide on-site truck washing services for fifteen (15) medium and heavy duty trucks; and

WHEREAS, the Town issued RFQ 127-2025 seeking competitive quotes for medium and heavy truck washing services, and FW Fleet Clean, LLC, submitted the lowest responsive and responsible quote in the amount of \$13,000.00, inclusive of the pricing, terms, and conditions in the RFQ 127-2025; and

WHEREAS, the Town Commission desires to fund this purchase through the Sanitation Fund - Account 404-534-404-34000 - Contractual Services and proceed with the acquisition in accordance with the Town’s Procurement Policy.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an Agreement with FW Fleet Clean, LLC, attached hereto as Exhibit “A,” for [goods/services] in the amount of \$13,000.00.

Section 3. Funding for this purchase shall be provided from 404-534-404-34000; any future costs associated with maintenance, warranty, or replacements shall be budgeted in subsequent fiscal years as necessary.

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

AGREEMENT FOR THE PROVISION OF MEDIUM AND HEAVY TRUCK WASHING SERVICES

THIS **AGREEMENT** (the “Agreement”) is made and entered into this ____ day of October, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (“Town”), and FW Fleet Clean, LLC, PO Box 25568, New York, NY 10087 (“Contractor”).

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida (“Town”) issued Request for Quotation RFQ #127-2025 on September 15, 2025 for medium and heavy truck washing services; and

WHEREAS, FW Fleet Clean, LLC submitted the lowest responsive and responsible quote in the amount of \$13,000.00; and

WHEREAS, the Town Commission finds it in the best interest of the Town to enter into an agreement with FW Fleet Clean, LLC for medium and heavy truck washing services in accordance with the RFQ and the Vendor’s quote; and

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

Scope of Services/Supply – Contractor shall provide weekly truck washing services in accordance with the specifications outlined in RFQ #127-2025 and Contractor’s proposal dated September 15, 2025, both of which are incorporated herein by reference.

Schedule/Delivery – The agreement term with FW Fleet Clean, LLC is for one year, with the options to renew for two additional one-year terms. The agreement will commence on October 22, 2025 through October 22, 2026.

Compensation – The Town shall pay the Contractor a lump sum of \$13,000.00 annually, per the pricing, terms, and conditions in the RFQ #127-2025.

Licenses and Insurance – Contractor shall maintain all required licenses and insurance, including general liability, and workers’ compensation, during the term of this Agreement.

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

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

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

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

TOWN OF LAKE PARK

FW Fleet Clean, LLC

By: _____

By: Keri McGrath

Name: _____

Name: Keri McGrath

Title: _____

Title: Executive Franchise Administration

Date: _____

Date: 10/8/25



Proposal: FC-42318 Item 11.

Date: Sep 15th, 2025

FW Fleet Clean, LLC

1(877)477-9274

Dear **Laura Weidgans**,

Thank you for discussing your fleet washing needs with us. I'm confident that FW Fleet Clean can provide exceptional service tailored to **Lake Park Public Works**.

Why choose FW Fleet Clean?

- **Accurate Invoicing:** You'll only be billed for services completed — no surprises.
- **Local Service Branch:** Our team consists of dedicated service professionals from your area who are committed to upholding the highest service standards. Being locally managed means we are responsive, reliable, and familiar with your specific needs.
- **Fully Insured:** We provide certificates of liability insurance upon request for your peace of mind.
- **No Long-Term Contracts:** Enjoy the flexibility of month-to-month service agreements—no annual commitments required.
- **Dependable:** We operate on your schedule, showing up on time, every time, ensuring seamless service without interruptions.

Next Steps:

Follow the prompts to accept the quote, and a DocuSign document will be emailed to you to set up your account. We look forward to partnering with **Lake Park Public Works** and appreciate the opportunity to provide this quote.

Please don't hesitate to contact me with any questions.

Best Regards,

Michael Teodosio

Account Specialist

michael.teodosio@fleetcleanusa.com | (725) 233-7280

Lake Park Public Works

650 Old Dixie Highway
Lake Park, FL 33403

Minimum Charge:

\$250.00

Garbage Truck: Exterior Wash

Weekly	Bi-Weekly	Monthly	None
<input checked="" type="checkbox"/> 15 units \$20.00 ea	<input type="checkbox"/> 15 units \$25.00 ea	<input type="checkbox"/> 15 units \$30.00 ea	<input type="checkbox"/>

Terms and Conditions of Service

Payment Terms: All invoices are due **Net 30** of the invoice date.

Fuel Surcharge: A fuel surcharge may apply to each invoice based on the average cost of diesel from the week prior to the invoice date. This surcharge is calculated as a percentage of the total invoice and may fluctuate weekly with changes in diesel prices. For more details, please refer to the following links: [Fleet Clean Surcharge Chart](#) / [US Department of Energy](#)

Price Changes: Any changes to pricing will be provided in writing before taking effect. This quote is valid for 45 days from the issue date.

Third-Party Billing: If a third-party billing service is utilized, additional fees may apply to offset the associated costs.

Acknowledgment

By signing below, you confirm that you have read, understood, and agree to the terms outlined in this agreement.

Please Sign & Date

Signature

Title / Position

Date



REQUEST FOR QUOTES (RFQ No. 127-2025)
Medium and Heavy Truck Washing Services Re-Post
Town of Lake Park, Florida



I. Introduction

The Town of Lake Park is requesting sealed quotes from qualified vendors to provide on-site truck washing services for fifteen (15) medium and heavy duty trucks.

This contract will be for a term of **one (1) year**, with two additional one-year renewal options.

II. Scope of Services

Vendor shall provide the following goods and services.

- Pressure washing: full exterior of trucks to include removing grease and hydraulic oil build-up off of the arm, arm track assembly, and the knuckle boom structures during each wash.
- Suppose the vendor does not bring adequate water. Ensure the necessary hardware is in place to adapt equipment to the fleet garage's water service.
- Use appropriate nozzles as to not remove any decals from the truck during the washing process.
- Use appropriate soaps and detergents that will not degrade the paint or any finishes on the truck.
- Supply a complete list of vehicles washed at the end of the day to Vehicle Maintenance Division.

III. Trucks to Service

On-site truck washing services will be provided for the following fifteen (15) trucks, each identified by their corresponding numbers:

- (59) Dump Truck
- (16) Street Sweeper
- (52) Vacuum Truck
- (69) Dumpster Transport Truck
- (44, 56, 70) Front-End Loaders
- (51, 58, 72) Automated Side Loaders
- (66, 67, 68) Grapple Trucks
- (42) Rear Loader Garbage Collection Trucks

These services will take place every other Thursday or Friday, as coordinated by the Vehicle Maintenance Division.

IV. Quote Submission Requirements

Each quote must be submitted electronically via email: townclerk@lakeparkflorida.gov, or in person/by mail:

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

Please clearly label all submissions:

RFQ 127-2025 - Medium and Heavy Truck Washing Services

Required quote details:

- One time weekly truck washing
- Rate/Unit price
- Annual price adjustment percentage
- Confirmation of insurance, and compliance with Florida codes

V. RFQ Questions

Vendors are encouraged to visit Public Works to view trucks before submitting their quote. Site visits must be scheduled with Public Works by **Thursday, September 18, 2025**.

All questions must be submitted in writing to:

townclerk@lakeparkflorida.gov by **Friday, September 19, 2025, at 3:00 pm (EST)**.

VI. Evaluation Criteria

Quotes will be evaluated based on:

- Total cost
- Qualifications and experience
- Compliance with scope and specifications
- Service availability and responsiveness

VII. Terms and Conditions

- The Town reserves the right to reject any or all submissions.
- Late quotes will not be accepted.
- All quoted prices must remain valid for 90 calendar days.
- No unauthorized use of the Town seal is permitted.
- All work must comply with current Florida Building and Environmental Codes.

VII. Price Adjustments

In recognition of market fluctuations, annual unit price adjustments may be considered on the anniversary of the contract. Adjustments, if any, shall be based on the Consumer Price Index (CPI) and subject to approval by the Town.

VIII. Deadline for Submission

All quotes must be submitted by:

Wednesday, September 24, 2025, at 10:00 AM (EST)

IX. Contact Information

For site visit coordination:

Paul Mathis, Vehicle Maintenance Foreman – (561) 881-3345

For RFQ questions:

Vivian Mendez, Town Clerk – townclerk@lakeparkflorida.gov