



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting Minutes**  
**Wednesday, December 18, 2019, 6:30 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 18, 2019 at 6:30 p.m. Present were Mayor Michael O'Rourke, Commissioners Erin Flaherty, John Linden, and Roger Michaud, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Vice-Mayor Kimberly Glas-Castro was absent.

Town Clerk Mendez performed the roll call and Mayor O'Rourke led the pledge of allegiance.

**SPECIAL PRESENTATION/REPORT:**

**1. Onsolve Presentation Regarding CodeRed Community Notification System.**

Ms. Becky Gallahan representing Onsolve presented the CodeRed Community Notification System to the Commission (see Exhibit "A"). The Commission asked questions related to how the application works, how they obtain phone numbers, 2-way communication between the end-user and the Town, surveys, website links, languages available on the application, and the annual services. Ms. Gallahan would verify that Creole was one of the language options within the application. The Commission gave consensus to staff to move the item forward to a future agenda.

**2. Presentation of the Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2018 by Nolen, Holt & Miner.**

Mr. Terry Morgan of Nolen, Holt & Miner explained the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending 2018. He stated that the Town has greatly improved since the previous year. He referenced highlighted sections of the report. The Commission thanked Mr. Morgan.

**PUBLIC COMMENT:**      None

**CONSENT AGENDA:**

- 3. Joint Town Commission and Planning & Zoning Board Twin Cities Mall Site Workshop Minutes of December 4, 2019.**
- 4. Regular Commission Meeting Minutes of December 4, 2019.**
- 5. Resolution No. 96-12-19 Rescheduling the January 2020 Regular Commission Meeting Schedule.**

**Motion: Commissioner Michaud moved to approve the consent agenda; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
-------------------	-----	-----	-------

Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro			Absent
Mayor O'Rourke	X		

Motion passed 4-0.

**PUBLIC HEARING – ORDINANCE ON FIRST READING:** None

**PUBLIC HEARING – ORDINANCE ON SECOND READING:** None

Mayor O'Rourke asked that the agenda be reorganized to have I7 Resolution No. 98-12-19 Ratification of the Collective Bargaining Agreement before H6 Resolution No. 97-12-19 Approving a Site Plan for Mixed-Use Development Known as Nautilus 211.

**Motion: Commissioner Michaud moved to rearrange the agenda to have I7 before H6; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro			Absent
Mayor O'Rourke	X		

Motion passed 4-0.

**New Business:**

**7. Resolution No. 98-12-19 Ratification of the Collective Bargaining Agreement Between The Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2018 to September 20, 2021 following the Second Year Reopener.**

Town Manager D'Agostino explained the item (see Exhibit "B").

**Motion: Commissioner Flaherty moved to approve the Resolution 98-12-19; ratifying the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO\_ for the period of October 1, 2018 to September 30, 2021, following the second year reopener and authorizing the Mayor and the Town Manager to execute such Agreement; Commissioner Linden seconded the motion.**

Mayor O'Rourke commended the Commissioners and acknowledge staff for staying with the Town during difficult financial times.

Vote on Motion:

Commission Member	Aye	Nay	Other

Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro			Absent
Mayor O'Rourke	X		

Motion passed 4-0.

**Quasi-Judicial Public Hearing – Resolution:**

Mayor O'Rourke opened the Public Hearing

\*\*\*\*\* OPEN PUBLIC HEARING \*\*\*\*\*

**6. Resolution No. 97-12-19 Approving a Site Plan for Mixed-Use Development Known as Nautilus 211.**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR A MIXED-USE DEVELOPMENT KNOWN AS NAUTILUS 211 CONSISTING OF 23 STORIES, INCLUSIVE OF 5 PARKING LEVELS; PROVIDING FOR THE AUTHORIZATION TO DEVELOP 332 RESIDENTIAL UNITS, 13,000 SQUARE FEET OF OFFICE, 8,058 SQUARE FEET OF RETAIL, 14,550 SQUARE FEET OF RESTAURANT AND ROOFTOP AMENITIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

Ex-Parte Communication Disclosed:

Commissioner Flaherty had no ex-parte communication to disclose.

Commissioner Linden had no ex-parte communication to disclose.

Commissioner Michaud had no ex-parte communication to disclose.

Mayor O'Rourke disclosed that he has spoken to members of the community, has been introduced to those working on the project, but did not have conversations with them.

Town Attorney Baird sworn-in all witnesses.

Community Development Director DiTommaso gave a presentation (see Exhibit "C"). Commissioner Linden asked if the staging of equipment and construction material had been discussed because it was not included in the conditions of approval as the Planning & Zoning Board had requested. Community Development Director DiTommaso explained that a logistic plan has been submitted and the Developer would discuss it during their presentation.

Mr. Brian Terry of Insite Studio and Larry Zabik of Zabik & Associates gave a presentation of the Nautilus 211 project (see Exhibit "C").

Commissioner Linden asked for clarification regarding the parking. Mr. Terry stated that there would be self-parking as well as valet. Commissioner Linden asked for clarification regarding the electric spaces, how many were expected and would there be a charge for the electricity. Community Development Director DiTommaso explained that staff's intent when reviewing the plans was that the electric spaces were not part of the 100 public parking spaces. Mr. Terry explained that the public spaces were free and residents would have assigned parking spaces. There would be a charge for the valet services. There would be 188 public parking spaces.

Commissioner Michaud asked if there were any plans for the single-family parcel. Mayor O'Rourke stated that the single-family parcel was not part of the plans under review at this meeting. Attorney Baird explained that there was a condition of approval, which specifies if the parcel were acquired and incorporated as part of the development, they would have to bring back plans for Commission review.

Mr. Mike McKonnel representing Kast Construction explained the logistics of staging equipment in the parking lots around the property. During hurricane season, the equipment would be secured from damage per their policy.

Mayor O'Rourke asked where the dumpsters would be placed. Mr. Terry explained that dumpsters would be stored indoors. Mr. Vladimar Niagolov representing RD Architects explained the placement of the dumpster enclosures for the restaurants. There would be a designated pick-up location outside of the area.

Mayor O'Rourke asked questions regarding condition of approval number 14 pertaining to the landscape buffer between the project and the single-family parcel. Mr. Terry explained that they would work closely with the Town's landscape architect to develop the specific landscape buffer. Mayor O'Rourke asked specific about the Marina Promenade. Mr. Terry explained the Lake Shore Drive – South View slide within the exhibit. Mayor O'Rourke asked if the project would incorporate the Lake Shore Drive drainage improvements plan. Mr. Terry stated that they have incorporated the Lake Shore Drive 2060 requirement plan.

Commissioner Linden asked what wind speed would the building be built to withstand. Mr. Niagolov explained that the building would be built to withstand 180 miles per hour winds.

Public Comment Open:

- 1) Patrick Price resident of the Town spoke in support of the project.
- 2) John Hyne resident of the Town spoke in support of artist in Town and the project.
- 3) Chip Armstrong representing the Palm Beach Chamber North spoke in support of the project.
- 4) Karen Young resident of the Town was not in support of the project because it would directly affect her property. She would like additional landscape buffers be placed to separate her property from the project.

Public Comment Closed:

**Motion: Commissioner Linden moved to approve the Resolution 97-12-19 with staff conditions of approval; Commissioner Michaud seconded the motion.**

Mayor O'Rourke stated that this was an exciting project for the Town. He urged the Commission to vote in favor and support for this project.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro			Absent
Mayor O'Rourke	X		

Motion passed 4-0.

\*\*\*\*\* CLOSE PUBLIC HEARING \*\*\*\*\*

Mayor O'Rourke closed the Public Hearing and requested a five-minute recess. The Commission reconvened at 8:48 p.m.

**NEW BUSINESS:**

**8. Amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan Fiscal Year 2020 to Add the Position Title of Stormwater Infrastructure Manager.**

Town Manager D'Agostino explained the item.

**Motion: Commissioner Flaherty moved to approve the Amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan Fiscal Year 2020 to Add the Position Title of Stormwater Infrastructure Manager; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro			Absent
Mayor O'Rourke	X		

Motion passed 4-0.

**PUBLIC COMMENT:      None**

**FUTURE AGENDA SUGGESTIONS:      None**

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**Town Attorney Baird** explained that Mr. Opabola's appeal has been dismissed by the court. He wished everyone a Merry Christmas and Happy New Year.

**Town Manager D'Agostino** provided his comments in writing to the Commission (see Exhibit "D").

**Commissioner Linden** gave an update on events that took place in the area. He stated that Operation Hope would host an event on Saturday, December 21, 2019 at 11:00 a.m. Parent to Parent would host an event at the Library on Saturday, December 21, 2019. He asked for an update regarding speeding issues raised at the Community Watch meeting. Town Manager D'Agostino explained that the Traffic Engineer was preparing a comprehensive traffic proposal for a future Commission meeting. Commissioner Linden asked when the street striping would begin. Public Works Director Richard Scherle explained that the project began at the southern side of the Town. He stated that it would take several months to complete the project. Commissioner Linden asked if the Commission would be interested in participating in the City of Rivera Beach Martin Luther King Jr. Parade on January 18, 2020. He stated the Planning & Zoning Board Member Caleb Decius has offered to have a few members of his group represent the Town. The Commission was in support of participating. He wished everyone a Merry Christmas and a Happy New Year.

**Commissioner Flaherty** asked for clarification regarding the grant process. Town Manager D'Agostino explained that the deadline was January 17, 2020. He verified that the next Commission meeting was January 8, 2020. He wished everyone a Merry Christmas and Happy New Year.

**Commissioner Michaud** expressed happiness for the future of the Town. He thanked staff for all that they do. He thanked staffs support of the Commission. He congratulated Kiwanis Club of Lake Park for their efforts in supporting 40 needy families in the Town. He stated that they also donated computers to the Library and Bridges at Lake Park.

**Vice-Mayor Glas-Castro** was absent.

**Mayor O'Rourke** wished everyone Happy Holidays. He asked for an update regarding Dedicated IT. Community Development Director DiTommaso explained that a fire sprinkler system was required all along, however there was a delay in hiring a fire contractor. The latest update was that the contractor would submit the fire sprinkle plans to the Fire Department within a few weeks, in which the plans would be returned to the Town for further review.

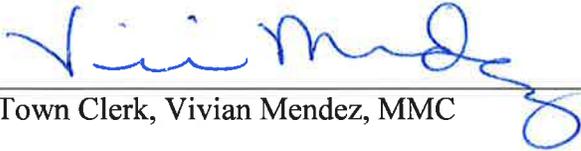
Town Manager D'Agostino explained that the approval of the project earlier today comes with an infrastructure improvement by Seacoast Utilities of \$10 million for the US-1 Corridor.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Michaud, and by unanimous vote, the meeting adjourned at 9:18p.m.



\_\_\_\_\_  
Mayor Michael O'Rourke



\_\_\_\_\_  
Town Clerk, Vivian Mendez, MMC



FLORIDA  
Approved on this 8 of January, 2020



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2019

Agenda Item No. Tab 1

Agenda Title: Onsolve Presentation Regarding the CodeRED Community Notification System

- [x] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON FIRST READING
[ ] NEW BUSINESS
[ ] OTHER:

Approved by Town Manager

[Handwritten signature]

Date:

12/12/19

Name/Title

ASSISTANT TOWN MANAGER/HUMAN RESOURCES DIRECTOR

Table with 3 columns: Originating Department (Town Manager), Costs (\$ 0.00), Attachments (PowerPoint Presentation, Onsolve Brochure, etc.), Advertised (Not Required), and Yes I have notified everyone (BMT).

**Summary Explanation/Background:**

At the October 30, 2019 Commission meeting, the Town Manager advised the Town Commission that he would request that a presentation be made to the Commission by CodeRED, a public safety and government alerting system provided by Onsolve by which agencies can connect with residents and provide high speed community and emergency notifications. This was in response to concerns raised regarding the Town's communication and outreach with Town residents during Hurricane Dorian and in direct response to the question raised regarding a text-blast outreach communication system.

Such a presentation was requested, and as a result Onsolve provided the costs for such service which are as follows (and as highlighted on the attached Onsolve Service agreement CodeRED):

<b>DETAILED SERVICE DESCRIPTION</b>	
Initial Term (commencing on Effective Date)	One (1) Year
Renewal Term(s)	One (1) Year
<b><u>CodeRED On-Demand Notification Service - Unlimited</u></b>	
Annual Notification Subscription Fee:	\$4,000.00
<b><u>Additional Features</u></b>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual Cost for all Additional Features:	Included
<b>Initial Term Cost for all Additional Features:</b>	<b>Included</b>
<b>Initial Term Subtotal:</b>	<b>\$4,000.00</b>

*All amounts are stated in United States Dollars unless specifically indicated otherwise.*

Staff requested that Onsolve provide a list of references. Onsolve provided contact information for the cities of Bradenton, Tamarac and Hollywood, Florida. Staff contacted such references and the following is the feedback that was obtained:

**City of Bradenton**

"Ms. Turner – I am the point person for the CodeRED program here at the City of Bradenton. I can't say enough about the folks at OnSolve, their ongoing customer service and the CodeRED product itself. *Ongoing* really is the key word for OnSolve – my account reps are consistently available and helpful, there is a library of training documents and videos from which to continually refresh one's level of training, and OnSolve technical support is always just a phone call away. My customer service experience has been phenomenal – when I have a question, they are right there to answer. When I had to send out my first CodeRED alert, technical support held my hand all the way through it. After I sent out city all-calls recently during Hurricane Dorian, our account rep was right there afterward running statistical operations to help keep our

database as up-to-date and accurate as possible for our next use of CodeRED. (In fact, I have a CodeRED message scheduled to go out at 4 p.m. this afternoon!)

Really, these guys are serious about emergency notification, and the thing I love most about them is that they don't disappear after you sign the contract. They have been there for me every time I needed somebody."

**City of Tamarac**

"I am more than happy to give a great reference for OnSolve, we have been with them for Many Years starting in 2004

Service is a 10+

Response to requests for assistance is a 10+

Training is a 10+

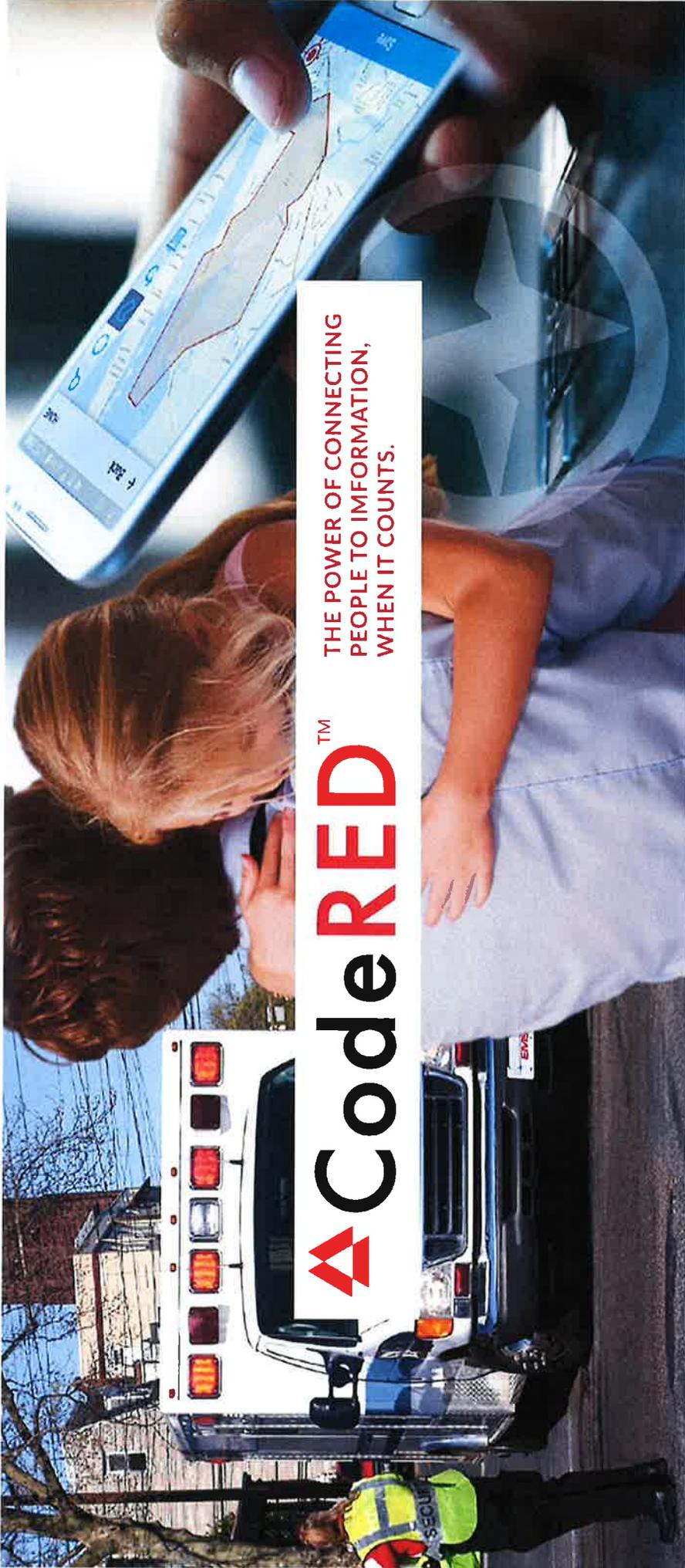
They are very quick to assist with any needs you may require, they have come to our City to train almost every year we have contracted with them. There are no negative aspects in our experience."

**City of Hollywood**

"The City of Hollywood has been a client of OnSolve since 2013. We have been very pleased and satisfied with the CodeRED system. It is easy to use and has served our internal and external messaging needs extremely well. OnSolve's customer service also has been excellent and available during and after business hours. OnSolve also has made some minor customizations to our service to for some unique needs we have had."

**Recommended Motion: There is no recommended motion. This is a presentation only.**

# **CodeRED PowerPoint Presentation**



 **CodeRED**<sup>TM</sup>

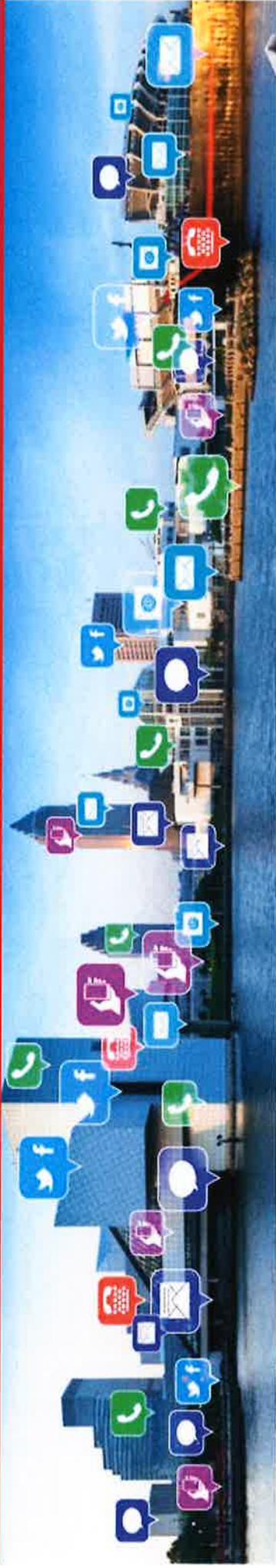
THE POWER OF CONNECTING  
PEOPLE TO INFORMATION,  
WHEN IT COUNTS.

A Public Safety Partnership

 **ONSOLVE**<sup>TM</sup>



There is a Reason....



- More than 40,000 customers worldwide rely on OnSolve
- 150+M households and businesses supported
- We manage and support 14 statewide programs, more than anyone else in the industry
- The CodeRED Mobile Alert App is the most downloaded public safety notification app on the market
- Partnered with the majority of Fortune 500s, including 70 of the top 100



# Taking on Today's Challenges

## Communication Challenges

- Mobile society
- Implementation of technology
- Real-time situational awareness/updates
- Multiple audiences (internal/public)

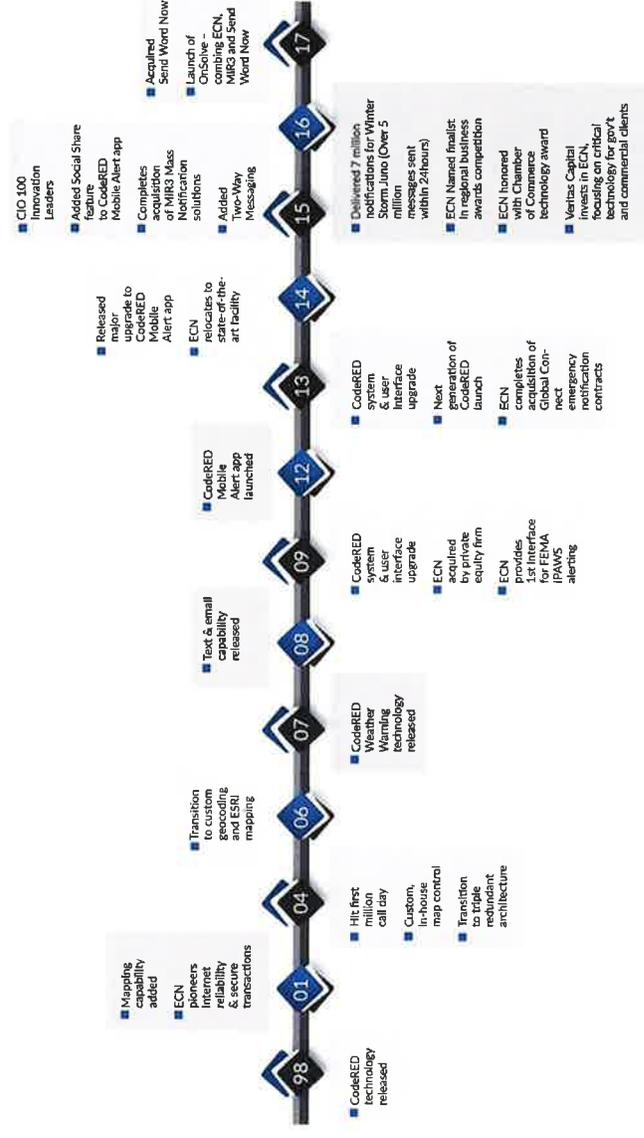
## The Solution

**CodeRED** serves as an integral part of your emergency management preparedness plan, and solves the communication obstacles faced when connecting your residents and staff to the information they need, when it counts.



# Our Company

- OnSolve is the **largest global** mass emergency and notification provider
- Solely focused** on emergency and mass notification solutions for nearly two decades
- Maintain our own dedicated triple-redundant infrastructure with **no third-party involvement**
- Employ former emergency managers and law enforcement personnel, with more than **80+ years** of hands-on public safety experience.
- Awarded **CIO IT Innovation Award 2016**
- Nine (9) competitive acquisitions** in as many years
  - Most recent acquisition was Send Word Now



## Our Value Add

### VISIBLE

Features, functions & price

### HIDDEN

Corporate history, focus, experience

Infrastructure, reliability, resilience

Data security & access

Integration services & APIs

Implementation, training & support

Mission critical, redundant  
fail over network

### SUPPORTING CAPABILITIES



## Key Differentiators: A True Managed Services SaaS Approach

- Full service provider
- Triple redundant secure infrastructure
- Single interface IPAWS solution
- Expedient implementation
- 24x7x365 live proactive client support
- GIS data coding (ESRI)
- Data scrubbing and de-duplicating
- Company-supplied data
- Personalized training
- Comprehensive Mobile strategy
- Resource library with promotional materials
- Advanced data security model

OnSolve has 10 high availability facilities worldwide

has **10** HIGH AVAILABILITY FACILITIES WORLDWIDE

OnSolve utilizes its own secure  
MANAGED PRIVATE NETWORK



## Notable CodeRED Successes

- Largest state & local government notification system, utilized in all 50 states, serving more than 100 million U.S. households
- Maintains 14 statewide contracts (more than any other provider)
- Affiliated with nationally recognized organizations including "A Child is Missing", Federal Emergency Management Agency (FEMA) and the National Weather Service (NWS)
- CodeRED has been credited with helping in the recovery efforts for more than 3,500 missing children



**HURRICANE SANDY**  
OCTOBER 29, 2012  
NORTHEAST  
CATEGORY 1

- 15 million calls launched without delay
- 1.8 million CodeRED Mobile Alert app notifications
- Nearly 1 million text and emails delivered, helping to prevent network congestion during height of the storm



**WINTER STORM JONAS**  
JANUARY 2016  
MID-ATLANTIC

- 7.1 million calls over 4 days
- 16,500+ CodeRED Mobile Alert app notifications
- More than 138,000+ text and emails throughout the peak of the storm



**WINTER STORM JUNO**  
JANUARY 26, 2015  
NORTHEAST

- 5.3 million calls launched without delay
- 185,000+ CodeRED Mobile Alert App notifications
- Nearly 130,000 emails and 80,000 texts
- Nearly 9,000 new resident enrollments to receive emergency notifications regarding the storm system

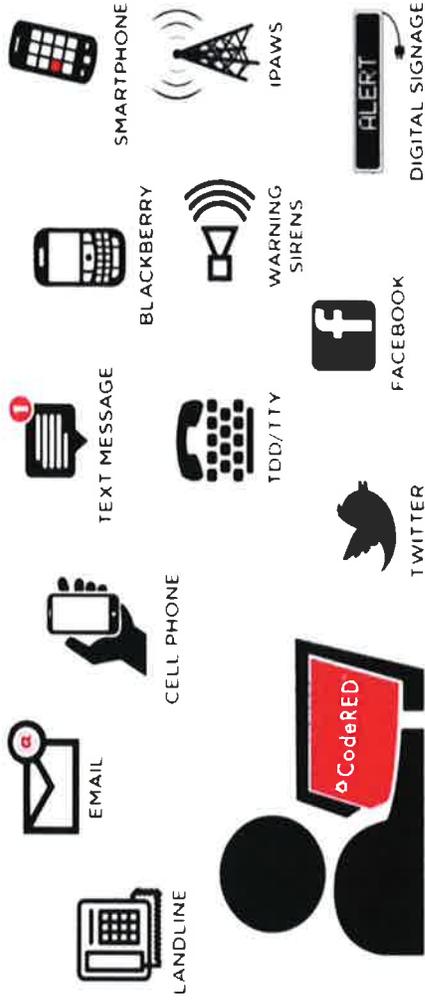


**HURRICANE MATTHEW**  
OCTOBER 2016  
SOUTHEAST  
CATEGORY 4

- More than 11.5 million calls placed before, during, and after Hurricane Matthew made its way up the east coast of Florida
- More than one million emails and text messages sent, without any failures or downtime
- More than 58,000 new registrations immediately made through the Community Notification Enrollment (CNE) web page

## Key CodeRED Capabilities & Feature Sets

- Immediate and simultaneous alerts to voice, text, email, social media, mobile app, IPAWS, etc.
- Comprehensive mobile strategy (CodeRED Launcher and Mobile Alert app)
- Social Share
- Fully integrated IPAWS interface
- Two-Way Messaging
- Web Widget
- Foreign Language Message Translation
- Customizable community enrollment page
- Powerful API
- Universal ANI
- Patented Validata process



# Overall Ease of Use



**Quick Launch** ?

Select an existing scenario and press 'LAUNCH' to start the launch process.

LOCKDOWN Building HQ

LAUNCH

OR

Press 'BUILD' to construct a scenario.

BUILD

**CodeRED Dashboard**

Technical Support | LOG OUT

CodeRED News

Quick Launch

Map & Go

Helpful Links

1 2 3

Control Center

Logout

Build New Scenario

Launch Existing Scenario

Statistics

Record My Voice

Settings

Select a scenario

Select an audience

Select a message

Launch the scenario

Quick Text



## CodeRED Overview



# Mobile Alert Application



Emergency messages delivered directly to the hands of your residents, visitors, and commuters who need to take immediate action.

- Location-based mobile device notification app
- No opt-in required
- Message includes both audio and text and map
- Easily implemented for special events
- Customized user experience

## THE CodeRED DIFFERENCE

- Geo-Target your mobile audience on their mobile device
- The most downloaded public safety notification app
- Nationwide success alerting residents and visitors



# Mobile Alert Application



6:36 AM 96%  
Alert details

Back

Issued 12/17/15, 8:08 AM Expires 12/22/15, 8:08 AM

Ice Storm Debra may be taken to the Lagoon. Site set up on south Cemetery road. Hours will be Monday thru Friday from 9 am to Dark and on Saturday from 9 to 4 and Sunday from 1 to 5. The Town will also be assisting the elderly and handicapped by picking up curbside. Please call Town Hall at 852-552-2415 with any questions.

**PRESS PLAY BUTTON IN UPPER RIGHT CORNER FOR AUDIO**

aa AA

6:37 AM 96%  
Alert details

Back

Issued 12/21/15, 5:01 AM Expires 12/23/15, 5:00 AM

Pennsylvania American Water crews will be making improvements to our system on Wednesday December 2nd, in your area, which will require temporary disruption of your water service. Water service will be turned off at approximately 8am and service is restored, customers may experience cloudy or discolored water. If your water is discolored, wait until it runs clear before using. This should typically take only a few minutes. Thank you for your patience while we make this improvement to better serve you

aa AA

6:38 AM 96%  
Alert types

Alert types

- Emergency
- Community
- Missing persons
- Amber Alert
- Test Warnings

Deselect All Select All

6:38 AM 95%  
Alert types

Alert types

- CoderED alerts
- Severe weather warnings
- Air & visibility warnings
- Cold warnings
- Flood warnings
- Heat warnings
- Marine warnings

Deselect All Select All



# Launcher Application



GROUP

MAP

RECORD

TYPE

LAUNCH

SUCCESS!

7:05 AM 80%  
**Contact Groups**  
 RVC Fire - Command Staff  
 RVC Fire Admin Support Group  
 RVC Fire Operations Support Group  
 RVC DES COMM - ALL  
 RVC DES COMM - Central  
 RVC DES COMM - Coordinators  
 RVC DES COMM - East Desert  
 RVC DES Staff - ALL  
 Sheriff's Newsletter - Email  
 Deselect All  
Select All

Next

6:57 AM 80%  
**Map Audience**  
  
 Radius: 0.62 miles  
Save

6:55 AM 90%  
**Build New Scenario**  
 00:17.58  
  
Confirm

7:24 AM 80%  
**Build New Scenario**  
**Text**  
 Message:  
 Emergency Notification - Emergency  
 notification order was rescheduled for noon  
 today.  
 Done  
 Q W E R T Y U I O P  
 A S D F G H J K L  
 Z X C V B N M  
 space return

6:54 AM 37%  
**Scenario Recap**  
**001 Emergency Recall**  
 Database  
 Total contacts  
 Phones  
 Emails  
 Text  
 TDD  
 Auto Recall  
 Message details  
Launch

6:59 AM 93%  
  
 Set up is complete.  
 You have successfully initiated the  
 secure launch sequence.  
 Launch ID: 292341  
Return to Control Center



# Social Share





▶ 9:26 AM

**EMERGENCY ALERT**  
**A Child is Missing, Inc, FL (ACIM)**

**A Child is Missing!** This is an urgent message from the Nashville Metro Police Department. We are searching for a Missing Child in your area. The child's name is Monama Flury, a 12 year old Black Female with Black hair and Brown eyes, approximately 5 feet 1 inches tall, 50 Pounds. She was last seen wearing a Blue and Pink Shirt, Beige Shorts, Grey and Green Nike Sneakers, riding a pink and white bicycle. She was last seen near 985 Josephi Avenue in Nashville. Today: June 13th at 2:00AM. We need... [View More](#)



**SIGN UP TO RECEIVE ALERTS**

ONSOLVE™, and CodeRED are registered trademarks of ONSOLVE LLC. Copyright © All rights reserved.  
Version: 4.5.2773.97



# Web Widget



**CodeRED**

**Latest Alerts**

- General Alert**  
This is a Code Red message to...  
4/23/2017 2:56:47 PM
- Emergency Alert**  
There is currently police acti...  
3/17/2017 12:01:16 AM

**CodeRED** Sign Up

**Voice Message for LaunchID: 252452**

0:17

**Email Message for LaunchID: 211033**

Subject: CodeRed - message sent to  
From: [Redacted]  
Body: [Redacted]

**STREET MAP SATELLITE**

**Latest Alerts**

- General Alert**  
This is a Code Red message to...  
4/23/2017 2:56:47 PM
- Emergency Alert**  
There is currently police acti...  
3/17/2017 12:01:16 AM

**CodeRED** Sign Up



# Two-Way Messaging



### Message Builder

Email Text Replies

#### Reply Page Creation

Team activation: Can you respond? If so, what is your estimated time of arrival?

Message length: limit to 250 characters, 80 characters [Clear](#)

- Add a yes-no response
- Add a text box response

Duration to accept replies: 3 Hours 0 Minutes

Hours  Minutes

[Previous](#) [Save Replies](#)

### Response Center

Client Name: Utility Department

To: jmc@ca.com  
From: Division Supervisor  
Contact: 408-456-2234

Team/Department: Team  
Assigned To: J. Doe  
Assigned To: J. Doe

Custom response: Yes No

[Submit](#) **ONSOLVE**

# Integrated Public Alert and Warning System (IPAWS)

Log in > Create message & select how to send > Confirm IPAWS received message



- Within existing Message Builder
- Use All methods
- Leading provider
- More COGs than any other IPAWS developer
- LIVE JITC Testing
- Featured by FEMA at national conferences

## Team Builder



### Notify – Confirm – Survey – Quota

- Secure confirmation key
- Survey for real time results
- Fill quotas with intelligent dialing
- Overtime shifts
- Response surveys
- Secure Message Delivery
- Document availability



## Foreign Language Message Translation



## Foreign Language Message Translation



- Send alerts in a resident's preferred language
- Accurately convert messages in English to the language(s) of your choice
- Translate and deliver voice, email and text message components seamlessly through a single user interface
- Preview and edit translated message components prior to launch
- Designate individual records to receive alternative language messages via Contract Group Enrollment (CGE)
- Review detailed statistics to see the number of records attempted and/or delivered in each language

### Available languages include:

Chinese (Catalan)	Chinese (China)
Chinese (Hong Kong)	Chinese (Taiwan)
Danish	Dutch
Finnish	Finnish (France)
French (Canadian)	French
German	Italian
Japanese	Korean
Norwegian	Polish
Portuguese (Brazil)	Portuguese (Portugal)
Russian	Spanish (Mexico)
Spanish (Spain)	Swedish

# Resource Library



## Instant online access to

- Manuals
- Guides
- Forms
- Marketing Materials
- Best Practices

## Resource Library



### Client Support Resources

#### OPERATING MANUAL

Operating Manual

#### USER GUIDES

Call Disposition Breakdown

Contact Group Importer Guide

Contact group ONLY quick launch guide

IPAWS Submission Tool User Guide

Quick launch guide

Quick Text Reference Guide

#### CLIENT FORMS

Contact change request

Password request

### Marketing Resources

#### COMMUNITY FLIERS

CoderED Weather Warning info card 2up

CoderED Mobile Alert flier 4 up

#### LOGOS

CoderED .jpg

CoderED Mobile Alert app .jpg

Graphic Standards

CoderED Stacked .jpg

CRMAA QR code

CoderED Weather Warning .jpg

#### SCRIPTS

CoderED Performance test

# Community Enrollment



## Community Groups



**CodeRED™**  
Keeping citizens informed

CodeRED is a registered trademark of OnSolve, Inc. All rights reserved. © 2014 OnSolve, Inc. All rights reserved.

ECN Sales Jim Erickson

---

COMMUNITY NOTIFICATION ENROLLMENT

Please take a moment to fill in the applicable information below to be notified by your local emergency responder team in the event of emergency situations or critical community alerts. Examples include evacuation notices, bio-terrorism alerts, boil water notices, and missing child reports.

**Contact Information**

First name  Last name

**Contact Addresses and Communication Methods**

Address is:  Residential  Business

Home

Address to be notified (use a different address if applicable):

City

State  Choose State

Zip

Do not require special assistance during all evacuations!



### Additional Notifications

Opt in to receive additional notifications based on your interests

- Snow Conditions
- Road Conditions
- Summer Events
- Special Events
- Schools - Middle Schools
- Schools - Elementary Schools
- Schools - High Schools
- Sports
- Parks & Recreation
- Public Works News
- City News
- Administration News
- Neighborhood Safety
- Winter Events
- Fall Events
- Spring Events

# Future – Emerging Technologies

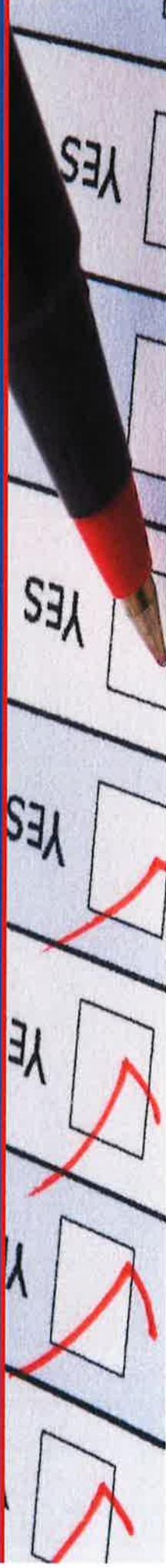


Internet of Things (IoT)

 **ONSOLVE**<sup>™</sup>

 **CodeRED**<sup>™</sup>

## The CodeRED Difference



**There is a difference and it makes a difference.**

- Single solution
- Easy-to-use interface
- Expedient implementation
- World-class client support
- API
- Robust infrastructure
- Geo-location; data management support
- Ongoing training
- Managed services
- Comprehensive mobile strategy
- Statewide and large-scale programs
- Market leaders

# Notification Successes



## Suffolk County, NY (population 1.5 million)

- Over 250 jobs launched in the past 2 years
- 716,042 messages launched on Jan 26
- From launch to completion: 120 mins.
- 435,615 messages successfully acknowledged
- 0 failed messages



## Douglas County, CO (population 306,000)

- Over 300 jobs launched in the past 2 years
- 26,736 messages launched on Oct 8
- From launch to completion: 29 mins.
- 22,596 messages successfully acknowledged
- 0 failed messages



## Jefferson County, CO (population 552,000)

- Over 500 jobs launched in the past 2 years
- 311,736 messages launched on March 5
- From launch to completion: 103 mins.
- 251,711 messages successfully acknowledged
- 0 failed messages



## Nassau County, NY (population 1.4 million)

- Over 100 jobs launched in the past 2 years
- 739,971 messages launched on July 3
- From launch to completion: 118 mins.
- 473,224 messages successfully acknowledged
- 0 failed messages

# Notification Successes



## Plymouth County Sheriff's Department

**Missing 12-year-old found after CodeRED alert**  
**Carver, MA** (March 2016) - A frantic father reported his 12-year-old son missing to the Carver Police Department. The young boy had already been missing for two hours when the call was received. Carver Police Department responded immediately, checking the boy's friend's homes and preparing for a search in a nearby wooded area. Plymouth County Sheriff's Department promptly sent out a CodeRED notification on behalf of Carver Police Department to residents alerting them of the missing child. A woman subsequently informed her husband of the alert and he took his ATV out into the woods to assist in the search. Miraculously, the young boy was found only a half-mile away from his home and reunited with his father.



## Richfield City Police Department

**CodeRED alert helps find missing 8-year-old within minutes**  
**Richfield, UT** (March, 2016) - An 8-year-old boy was reported missing in the Richfield area around after he never returned home from school. The boy's parents reported him missing around 6pm. The Richfield City Police Department issued a CodeRED alert in the area providing a description of the boy and asking residents to call in with any information.



## Green Lake County Sheriff's Department

**Local missing man found after police send CodeRED alert**  
**Green Lake County, WI** (April 2016) - A 20-year-old man with cognitive disabilities was reported missing around 4pm after wandering away from his home. Local police departments organized a search along with the man's family in places the man would



# Notification Successes

## Martinsville-Henry County 911 Center

**CodeRED credited with finding armed and dangerous individual**

**Henry County, VA**—"Getting information out to the public through the CodeRED system is what led to the capture of this dangerous armed person. Within a couple of hours of our CodeRED alert going out, and the continuance of the IPAWS alert in the area, citizens identified the suspect as he walked up to a convenience store trying to blend into society and asking for a ride. Within seconds our 911 Center received three different calls reporting the location of the suspect we were looking for, and officers quickly responded and took the suspect into custody. Without the ability to quickly inform the public of the emergency situation at hand through the CodeRED

## Cass County Emergency Management

**CodeRED kept citizens safe during a neighborhood shooting**

**Fargo, ND** - A man in North Fargo put members of the community in danger during a domestic violence incident. On a cold February 2016 evening, a young boy called 911 dispatchers and reported a domestic disturbance, saying a man had fired a gun at his mother, the suspect's wife. When Moorhead Police Department officers arrived at the scene, the suspect began firing at the responding officers. Police swarmed the area and set up a perimeter around

## Greenville County Sheriff's Office

**Murder suspect found courtesy of CodeRED**

**Greenville County, SC** - "The more community involvement that we have the more effective we are. We first implemented the CodeRED system in 2013, and it's been used 44 times since then, reaching 242,000 people with seventy-five percent of the calls



## Summary

OnSolve remains the preferred partner for critical communications – when seconds count.



# **CodeRED Brochure**



## Public Safety and Government Alerting Solution

---

Agencies across the U.S. and Canada rely on CodeRED every day to connect with residents and staff, providing the information they need, when they need it, in minutes.

Designed to enable local government and public safety officials to record, send, and track personalized voice, email, and text messages to residents and staff in minutes, CodeRED® serves as a critical part of emergency management preparedness plans.

### Speed and Reliability

When seconds count, your agency can rely on the CodeRED high-speed community and emergency notification system. In fact, the CodeRED system provides some of the fastest delivery speeds in the industry. OnSolve™ has uniquely built and maintained every aspect of its infrastructure, providing clients with the highest levels of reliability and speed. The CodeRED system has been battle tested, relied upon and used by clients across North America during historic weather events and disasters.

### Mapping

The CodeRED system features advanced Esri-based mapping, allowing for the most precise targeted messaging. The system's proprietary mapping interface allows users to find a specific address, load their own shape files quickly, or select a radius around the location of impact, among other advanced features. There is no requirement for clients to purchase GIS software and no internal staff resources are needed to host, maintain or update maps. OnSolve employs full time GIS experts to manage our mapping services.

From the CodeRED interface, authorized users can send IPAWS messages via:

- Emergency Alert System (EAS)
- Wireless Emergency Alerts (WEA)
- National Weather Service (NWS)
- COG to COG and Public Alert Feeds

## Simple implementation

As a Software as a Service (SaaS) solution, the CodeRED system is ready to use immediately. With no equipment to install or phone lines to add, authorized users simply login to the CodeRED system with their credentials. An initial calling database and local maps can be provided by OnSolve™ and are instantly available for enable users to easily target residents and businesses by specified area.

## Ease of use

CodeRED was designed to be easy to use even under the most strenuous of conditions. The feature-rich interface has a simple three-step process to initiate critical communications. Messages may be launched by authorized users via telephone or any device connected to the Internet, from anywhere at any time.

Training and refresher courses are regularly provided via live Web-based sessions to ensure your staff is comfortable with the system and confident in their ability to send a notification.

## Live client support

Available 24/7 every day of the year, the OnSolve client support team is staffed by individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds to stay on top of developing situations and when appropriate, they reach out to clients to provide suggestions and support for system use.

## The CodeRED platform lets you:



**Reliably send messages** through a Web-based solution



**Track message by open**, format (email or text), and response (if applicable)



**Poll and track responses** via simple survey using yes/no response options. If text responses are enabled, recipients may respond with a personalized message



**View and track all responses in real-time**, giving you visibility into the most up-to-date information



**Set a pre-defined expiration time** to keep information timely and relevant, with times ranging from 10 minutes up to 24 hours



**Attach documents** with your communication to provide important information to recipients like a photo of a missing individual, event fliers, maps of affected areas, etc.



**Two-way messaging** to interact directly with residents, staff and stakeholders, enabling responses and two way dialogue via email and text.



**Flexible delivery channels** utilized in your messages to accommodate device types and preferences



**Display messages consistently** across all device types for a streamlined user experience

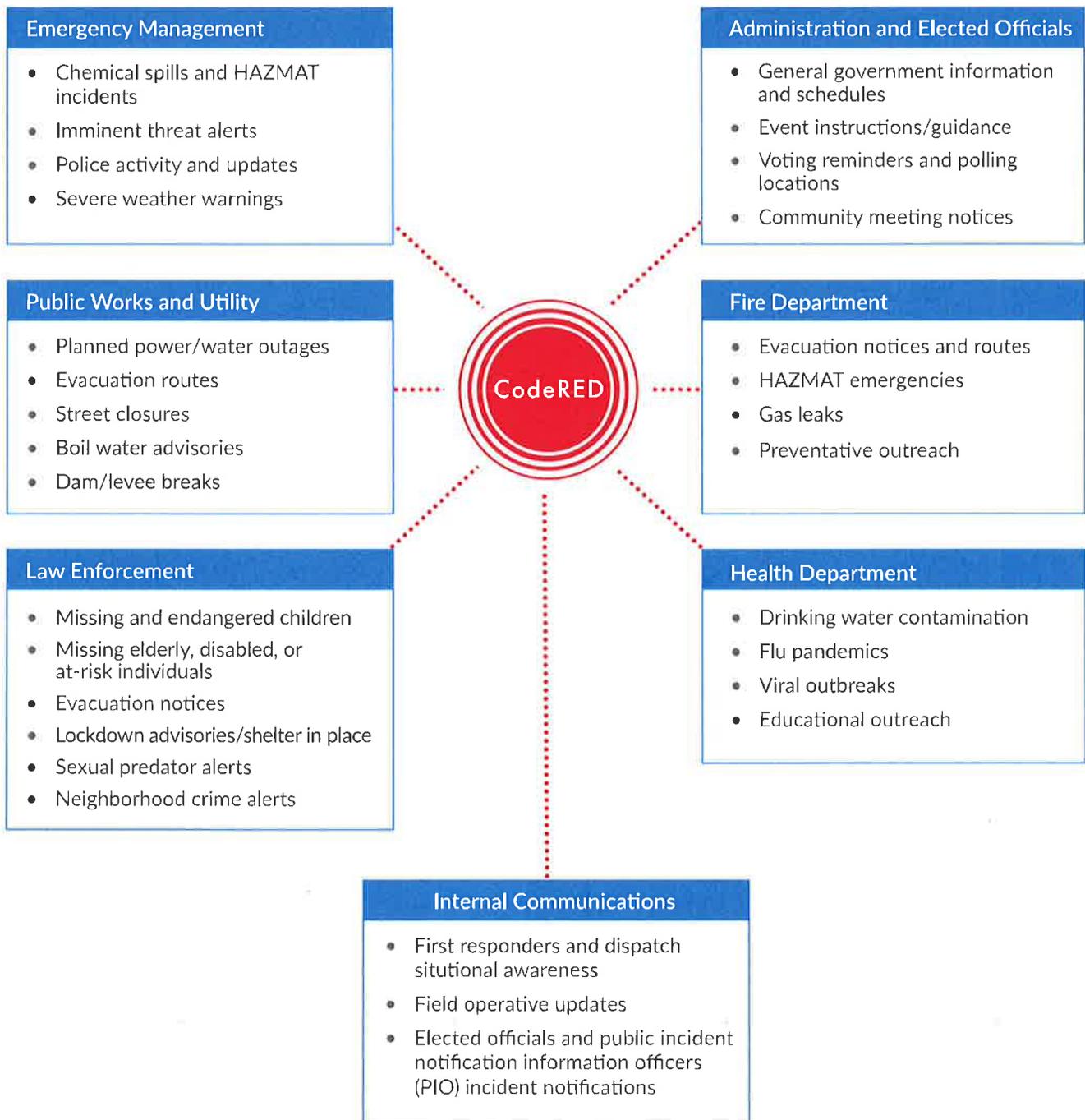
## Why CodeRED

When your jurisdiction experiences any situation which requires immediate communication, public safety and government officials turn to CodeRED as a powerful and efficient tool to help disseminate information to residents, visitors and staff.

With enhanced precision, the proprietary CodeRED mapping interface allows you to geo-target messages to targeted impacted audiences ensuring your notifications are not only timely, but relevant.

OnSolve understands the needs of communities of all sizes; that's why CodeRED provides a one-stop, full-service, Software-as-a-Service solution, backed by people with the expertise to assist when needed.

## How CodeRED is used by communities like yours:



## Why Clients Choose OnSolve

The OnSolve philosophy is one of partnership. Our representatives act as consultants, working closely with you to find the solution best for your organization. We focus on establishing a working relationship that will last and providing products that will continue to meet your agency's needs.

Besides offering one of the most reliable and proven notification solutions on the market, we offer a full line of professional managed services. Our world-class support team is available to you around-the-clock during emergencies, serving as an extension of your staff.

### **OnSolve: Always on. Solving communication challenges.**

OnSolve is the market leader in real-time, mass notification and collaboration solutions used by the world's largest brands and thousands of government agencies to deliver critical information in any situation. Mass notification and collaboration is an essential element of emergency response and business continuity planning, keeping teams on track and coordinating during critical events. The OnSolve suite of critical communication tools is a key component of the business continuity, emergency response, IT alerting, employee safety, and security programs of every organization we serve.

CodeRED is used every day by clients from coast to coast across the U.S. and in Canada.

**Service Agreement and Terms  
And Terms and Conditions**



# ONSOLVE™

## SERVICE AGREEMENT

### CodeRED®

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of **the last date signed on Exhibit B** (the "Effective Date").

#### SERVICE ORDER

<b>Provider Information:</b> ("Provider")	<b>Provider Name:</b> <b>Entity Type:</b> <b>State of Incorporation:</b> <b>Provider Address:</b>	<b>ONSOLVE, LLC</b> <b>Limited Liability Company</b> <b>Delaware</b> <b>780 W. Granada Boulevard</b> <b>Ormond Beach, FL 32174</b>
<b>Customer Information:</b> ("Customer")	<b>Customer Name:</b> <b>Entity Type:</b> <b>State of Incorporation:</b> <b>Customer Address:</b>  <b>Business Contact/Title:</b> <b>Phone:</b> <b>Email:</b>	<u>Town of Lake Park</u> <u>body politic</u> <u>Florida</u> <u>535 Park Avenue</u> <u>Lake Park, FL 33403</u> <u>John O. D'Agostino/Manager</u> <u>(561) 881-3304</u> <u>jd'agostino@lakeparkflorida.gov</u>

*Please complete below if the Primary User is different from the Business Contact*

<b>Primary User Name:</b>
<b>Phone:</b>
<b>Email:</b>

*Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.*

<b>Customer Invoice Name:</b>
<b>Attention:</b>
<b>Address:</b>
<b>City, State, Zip:</b>
<b>Phone:</b>
<b>Email:</b>
<b>Preferred method of receiving invoices:</b> <input type="checkbox"/> Email <input type="checkbox"/> US Mail

#### DETAILED SERVICE DESCRIPTION

Initial Term (commencing on Effective Date)	One (1) Year
Renewal Term(s)	One (1) Year
<b><u>CodeRED On-Demand Notification Service - Unlimited</u></b>	
Annual Notification Subscription Fee:	\$4,000.00
<b><u>Additional Features</u></b>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual Cost for all Additional Features:	Included
<b>Initial Term Cost for all Additional Features:</b>	<b>Included</b>
<b>Initial Term Subtotal: \$4,000.00</b>	
<i>All amounts are stated in United States Dollars unless specifically indicated otherwise.</i>	

- GIS (Target Recipients by Geographic Location): **Town of Lake Park, Florida (the "Notification Area")**
- Up to **9,000** Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.
- Annual Notification Subscription Fee includes **Unlimited** Message Units per year for Notifications sent via phone, SMS text or email.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

**ONSOLVE, LLC**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER: TOWN OF LAKE PARK, FLORIDA**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A GENERAL SERVICE DESCRIPTION – CODERED®

**Description of On-Demand Notification Service:** The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

**Description of Service.** With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- Unlimited messaging via email and to the CodeRED Mobile Alert App.
- "Message Unit" means:
  - Sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
  - SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple Message Units.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

**Contact List Maintenance.** Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

**Customer Support.** Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

**Training.** All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

**Support Documentation.** Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

**Description of Additional Features.** Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning@ ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

**Exhibit B**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS.**

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679)("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "Service" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "User" means, collectively, Initiator(s) and Contact(s).

**2. SCOPE OF THE SERVICE.**

2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.

2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, [www.onsolve.com/privacy-statement](http://www.onsolve.com/privacy-statement). Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. Contact Limit. During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

### 3. PAYMENT AND TAXES

3.1. Payment. Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. Taxes. In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. Message Surcharges. Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

### 4. TERM AND TERMINATION

4.1. Term. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. Effects of Termination. Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

### 5. CUSTOMER OBLIGATIONS

5.1. Customer Obligations. The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. Acceptable Use Policy. Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice, Accountability

for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

## 6. CONFIDENTIALITY AND SECURITY.

6.1. **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("**Confidential Information**"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "**Receiving Party**") acknowledges that the Confidential Information of the other party (the "**Disclosing Party**") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Nothing in this Agreement will be deemed to require Provider to disclose any Confidential Information to Customer or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency or to prohibit the required disclosure of information pursuant to Chapter 119, Florida Statutes ("the Public Information Act"). The Customer will promptly notify Provider of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Provider in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Provider.

6.2. **Security.** Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

## 7. REPRESENTATIONS AND DISCLAIMER

7.1. **Mutual Representations.** Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. **Additional Provider Representations.** Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. **Disclaimer.** Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 8. INDEMNIFICATION AND RESPONSIBILITY

8.1. **Provider General Indemnification.** Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "**Losses**"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. **Provider IP Indemnification.** Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that

the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. Customer Indemnification. To the extent allowable by law, Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct. Additionally, Customer's indemnification of Provider shall be subject to the provisions of S.768.28(5), Florida Statutes, including the monetary limitations set forth therein, which shall apply whether the underlying action sounds in contract or tort.

8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

## 9. LIMITATION OF LIABILITY

9.1. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

## 10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

10.13. Public Records. Pursuant to section 119.0701, Fla. Stat. a) Provider shall maintain public records required by Customer to perform the services; b) upon request from Customer's custodian of public records, Provider shall provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; c) Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the records to Customer; d) upon completion of this contract, Provider shall transfer, at no cost, to Customer all public records in possession of Provider or keep and maintain public records required by Customer to perform the service. If Provider transfers all public records to Customer upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

PROVIDER: ONSOLVE, LLC

CUSTOMER: TOWN OF LAKE PARK, FLORIDA

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Executed for Exhibits B and C

**EXHIBIT C**  
**ACCEPTABLE USE POLICY**

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: December 18, 2019

Agenda Item No. Tab 7

Agenda Title: Ratification of the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2018 to September 30, 2021 following the Second Year Reopener

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *J. Magley* Date: 11/20/19  
*Paul M. Kibben - Town*

Name/Title  
ASSISTANT TOWN MGR/HUMAN RESOURCES DIRECTOR

<p><b>Originating Department:</b>  Human Resources</p>	<p><b>Costs:</b> \$ -0-  <b>Funding Source:</b>  <b>Acct. #</b>  <input type="checkbox"/> Finance <u><i>Laws de Jaissee</i></u></p>	<p><b>Attachments:</b>          (1) Resolution;          (2) Copy of the Collective Bargaining Agreement as tentatively agreed to between labor and management for the period of October 1, 2018 to September 30, 2021 (in redline format);          (3) Copy of the Collective Bargaining Agreement in Final Format; and          (4) Copy of the November 4, 2019 letter from the Federation of Public Employees</p>
<p><b>Advertised:</b>          Date: _____          Paper: _____  <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p><b>Yes I have notified everyone</b> <u>BMT</u>          or          Not applicable in this case _____  <b>Please initial one.</b></p>

**Summary Explanation/Background:**

The Collective Bargaining Agreement (CBA) between the Town of Lake Park and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) (the "Union") as ratified by the Town Commission on February 20, 2019, calls for a reopener on wages for the second and third year of this agreement.

Earlier this year, the Town engaged the services of Evergreen Solutions LLC for the purpose of conducting a compensation study for employees of the Town, including those positions at the Public Works Department and the Lake Park Harbor Marina which are covered by the CBA. In August of this year, the Town contacted the Union and initiated the reopener on wages for the second year of the CBA factoring in the proposed new pay ranges resulting from the compensation study.

Management and the Union met to collectively bargain issues relating to wages and other issues. On November 1, 2019, a majority of the bargaining unit members of the Union voted to accept the tentatively agreed to issues regarding wages between the Union and the Town of Lake Park. A copy of the November 4, 2019 letter from the Union documenting such agreement is attached. On November 19, 2019 an overall Tentative Agreement was reached between management and labor. A copy of the Tentative Agreement is attached in redline format for ease of reference. A copy of the new CBA is also attached in final format.

The purpose of this agenda item is the ratification of the Agreement by Resolution of the Town Commission following the second year reopener.

**Recommended Motion:** Approval of Resolution 98-12-19 ratifying the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) for the period of October 1, 2018 to September 30, 2021, following the second year reopener and authorizing the Mayor and the Town Manager to execute such Agreement.

## Exhibit "C"

**This is a very exciting project for the Town for many reasons.** While staff will be presenting the project in such a way to highlight the vision and its main components, the Applicant and their team are also here this evening to provide a comprehensive presentation immediately following staff's presentation, with the additional project details.

In order to fully understand and appreciate the mixed-use nature that this project represents, I would like to take a quick moment back in time...around the year 2009. This was when the Town Commission, at the time, first envisioned mixed-use along the US-1 corridor and this vision was put into place in the Town's Comprehensive Plan (creating a mixed-use 'area'). Since then, the Town, through the various staff initiatives and through the assistance of a consultant who we had hired, RMA (Redevelopment Management Associates) and the present Town Commission, put together a "plan", essentially consisting of additional comprehensive plan amendments AND land development regulations, that ENABLE mixed-use development on the east and west sides of the US-1 corridor.

The Nautilus 211 project before you this evening will accomplish two MAIN goals if and once approved and built –

(1) **VISION**: a mixed-use development pattern adjacent to the Lake Park Harbor Marina that will introduce a variety of services and people to the area to support the local businesses, and

(2) **STABILIZATION & GROWTH**: the ability for the Town to stabilize the tax base and provide additional programs and services to Lake Park residents, while creating a landmark development for years to come

The project is being proposed on the Southeast corner of Cypress Drive and US-1 within 6 existing parcels (totaling 2.78 acres) as can be seen on the screen. There is one single-family home parcel that is not part of the proposed project at this time however, staff's understanding is that the developer and single-family homeowner will continue discussions. The SITE PLAN PROPOSAL is for an 18-story mixed-use

building (332 residential units, along with *approximately* 13,000 square feet of office, 8,058 square feet of retail and 14,550 square feet of restaurant uses) PLUS an additional 5 levels of enclosed podium parking, inclusive of additional amenities (**total 23 stories**). The project site area is owned by Forest Development and the Applicant is Brian Terry of Insite Studio, alongside consultant Larry Zabik of Zabik & Associates. The area is located within the Mixed-Use zoning district, Federal Highway Mixed-Use District Overlay and has a Federal Highway Mixed-Use land use designation. It is surrounded by the Lake Park Harbor Marina, one single-family home, multi-family structures and commercial property. Certified notices to everyone within 300 feet were mailed, along with additional regular mail notices to owners within 301-600 feet as an additional outreach effort. Staff was also informed that the Applicant also held two open houses and walked door-to-door to businesses to inform them of the project.

Before we can understand the project and the associated project details, we need to understand WHY the project is being presented as it is, since project MUST adhere to the fundamental regulating plans of the mixed-use district, which include the following...

REGULATING PLANS.....

**Sub-Areas Regulating Plan** – This plan is important because it identifies the ENTIRE project area being within the “Core” area, essentially, enabling the mixed-use TOWER building typology which is being proposed.

**Street Network Connectivity Plan**- This plan is relevant because it identifies the existing primary (Federal Highway); Secondary (Lake Shore Drive); Tertiary (Cypress Drive); and required NEW tertiary street (***Bayberry Drive – which the applicant is proposing on their plan along with the code requirements associated with these roadways that have been included in the proposed plans***)

**Open Space and Greenway System Plan**- This plan identifies the greenway requirements along Federal Highway and Lake Shore Drive which include street trees, with street furnishings, pedestrian passages and so on.

**Building Heights Plan and recently adopted amendments** (ORD 13-2019 – 11/20/19) – This plan is important since the regulating plan identifies the project area as being eligible (after the 20 foot setback from the property line which has been met for the lower heights) for **18 stories** (190 feet) with the height bonus), plus code flexibility granting an additional 10%, bringing the eligible height to 209 feet.....the proposed tower height (NOT including the parking levels) is 208 feet which meets the limitations ....and an additional 52 feet of parking levels are also being proposed which is enabled through the recent text amendment that allows for up to 55 feet of parking level height to be exempt when certain contributions are made. The Code also allows for some rooftop encroachments which will be detailed by the Applicant.

#### **Future Land Use Element, Policy 9.2 –**

The intent of the FHMUD is to create a walkable, transit oriented mixed use district.

FHMUD land use classification system: Allows up to-

- Residential: 3,049 dwelling units
- Nonresidential (Retail, Office, Hotel, Institutional, Utility, etc. as per the Zoning Code permitted uses): 11,400,000 square feet

**Permitted Uses** – office, retail, restaurant and residential are all permitted uses.

---

Since the packets were distributed and since certain recommended conditions of approval address items that will need to come back for approval, these discussions did continue after publication and resulted in some conceptual plans being

prepared by the Applicant for the 8-foot interior landscape buffers, copies of which have been provided to the Commission this evening and which the Applicant will be explaining in a little bit. In addition, in order to reinforce the intent of certain conditions of approval, the language to these conditions were reinforced to properly address their intent. A revised Resolution with these conditions has also been provided to the Commission this evening. The changes are NOT substantive, but simply ensure that the wording of the previously provided conditions convey the full intent. This was also done as a follow-up to the comments received from the Vice-Mayor this morning, which the Town Attorney can expand upon.

The P&Z Board reviewed the plan at their December 2, 2019 meeting and approved it on consensus at a vote of 3-0. The details of their discussion have been elaborated upon starting on the first page of the staff report provided, including additional reviews by the landscape architect that can be discussed as needed. The applicant will be expanding upon the Planning & Zoning Board discussions in their presentation as well.

The full project details have also been explained in the Staff Report and will be presented in full detail by the Applicant. One of the sections I would like to highlight in addition to the regular project detail categories, which is UNIQUE to this project, are the public benefits...they include:

**Public Benefits:**

- ➔ Provision of 100 free public parking spaces within a parking garage that would otherwise cost in the range of \$2M to build ourselves (*a condition in that the parking spaces shall be kept open and free for the public in perpetuity and recorded as a restrictive covenant on the property - the Town is held harmless from accident responsibility*)
  
- ➔ 1% construction value contribution to the Town into a Public Improvements Fund which can be used for the (decided on) improvements (streetscape improvements, park improvements, transit programs, historic preservation, landscape improvements, etc., as determined by the Town Commission at a future date) - \$180M construction value = \$1.8M cash contribution to the Town

- ➔ Surrounding roadway(s) improvements, including Lake Shore Drive (from Cypress to Bayberry) to include upgraded pavement details, landscaping, drainage (curbless approach), lighting, improved traffic circulation. Lake Shore Drive improvements are subject to change, but currently identify elements that will facilitate the initial transition to a promenade area and the future redevelopment of the additional marina parcels
  - ➔ A new bus shelter on Federal Highway (design is subject to future Town Commission review and approval – *condition of approval*)
  - ➔ A NET revenue on the permit application fee to the Town of \$2,150,100 IF THE MASTER PERMIT IS SUBMITTED WITH THE FULL CONSTRUCTION VALUE (if the construction is broken up, the individual permit fees will be lower)
  - ➔ With the above, the ability (and commitment) from the Town to the property owners to lowering the millage rate
  - ➔ Increase in the tax base (on the very conservative end it is estimated the annual increase will be in the \$1M range) which will enable to Town to absorb recurring expenses related to added services, programs, etc.. for the community and its residents
  - ➔ The incorporation of additional residents in the community to support the local economy and additional services and amenities, including waterfront restaurants, for the community and surrounding area (creating an added 'draw' to the Town)
  - ➔ Stimulus for future development which then creates more of everything outlined above as public benefits
- 

After having gone through EXTENSIVE review with several reviewers, Staff does recommend approval of the Nautilus 211 site plan with conditions of approval (**#1 through #26**) pursuant the Resolution provided...

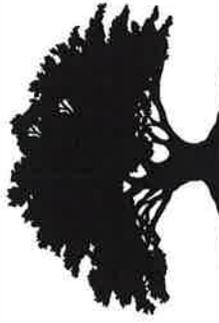


# Nautilus 211

WATERFRONT RESIDENCES  
MARINA LIFESTYLE

Planning & Zoning Hearing – December 2, 2019





**FOREST**  
DEVELOPMENT



**20|a**  
ARCHITECTS



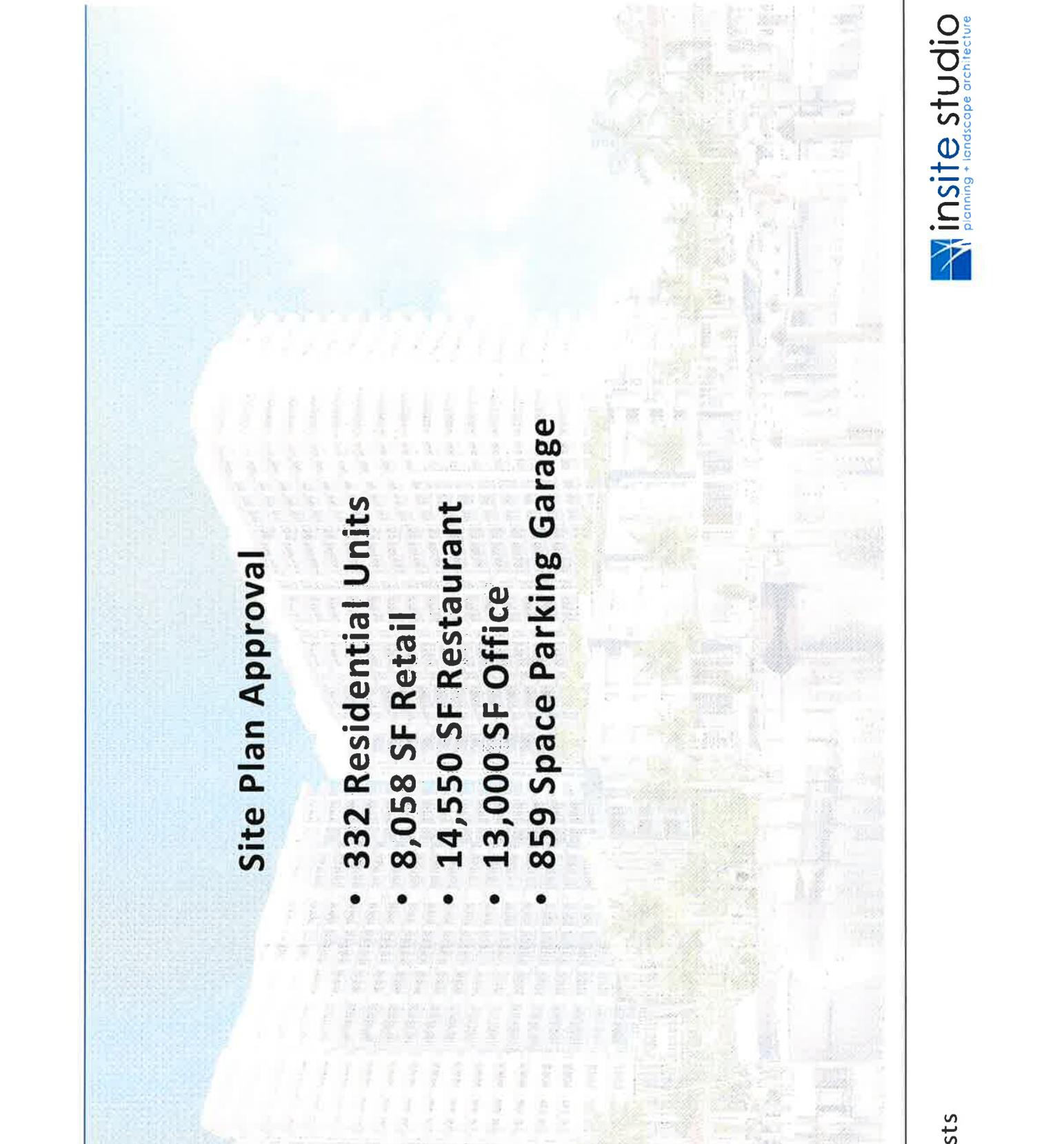
THE MS FACTOR

**Shutts**  
Since 1910

**VS**  
VISIONARY SPECTACLE

Project Team





## Site Plan Approval

- **332 Residential Units**
- **8,058 SF Retail**
- **14,550 SF Restaurant**
- **13,000 SF Office**
- **859 Space Parking Garage**



# Nautilus 211

WATERFRONT RESIDENCES  
MARINA LIFESTYLE

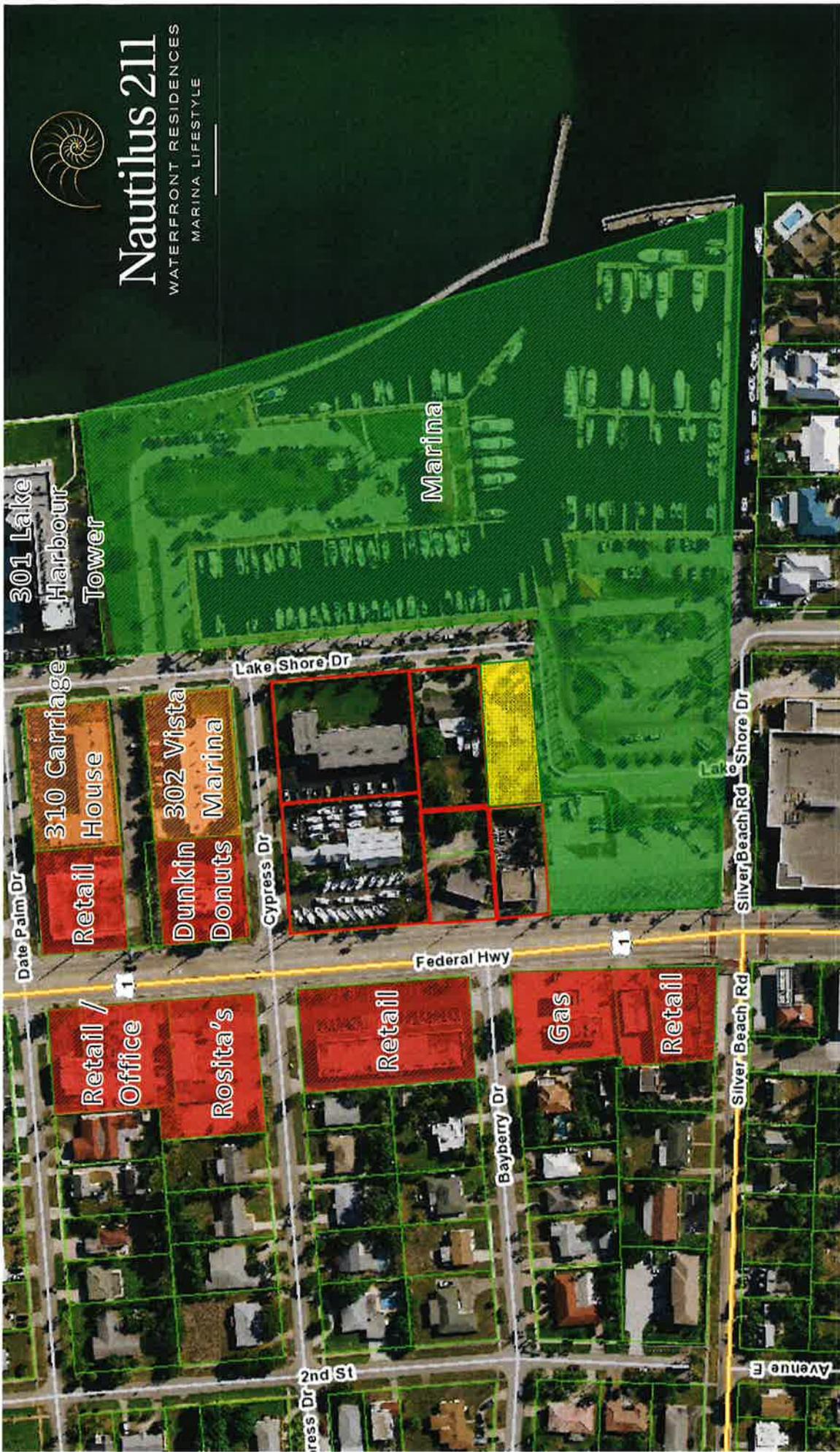


Site Location – 2.78 Acres



# Nautilus 211

WATERFRONT RESIDENCES  
MARINA LIFESTYLE



Surrounding Uses



PROPOSED BUILDOUT

MASTER PLAN



- LEGEND
- 01. KELSEY PARK
  - 02. FEDERAL HIGHWAY US 1 CORRIDOR
  - 03. FEDERAL HIGHWAY US 1 CORRIDOR









# Nautilus 211

WATERFRONT RESIDENCES  
MARINA LIFESTYLE

Perspective from Water - Video



# Nautilus 211

WATERFRONT RESIDENCES  
MARINA LIFESTYLE



Perspective from Dixie Hwy - Northwest



**Nautilus 211**  
WATERFRONT RESIDENCES  
MARINA LIFESTYLE

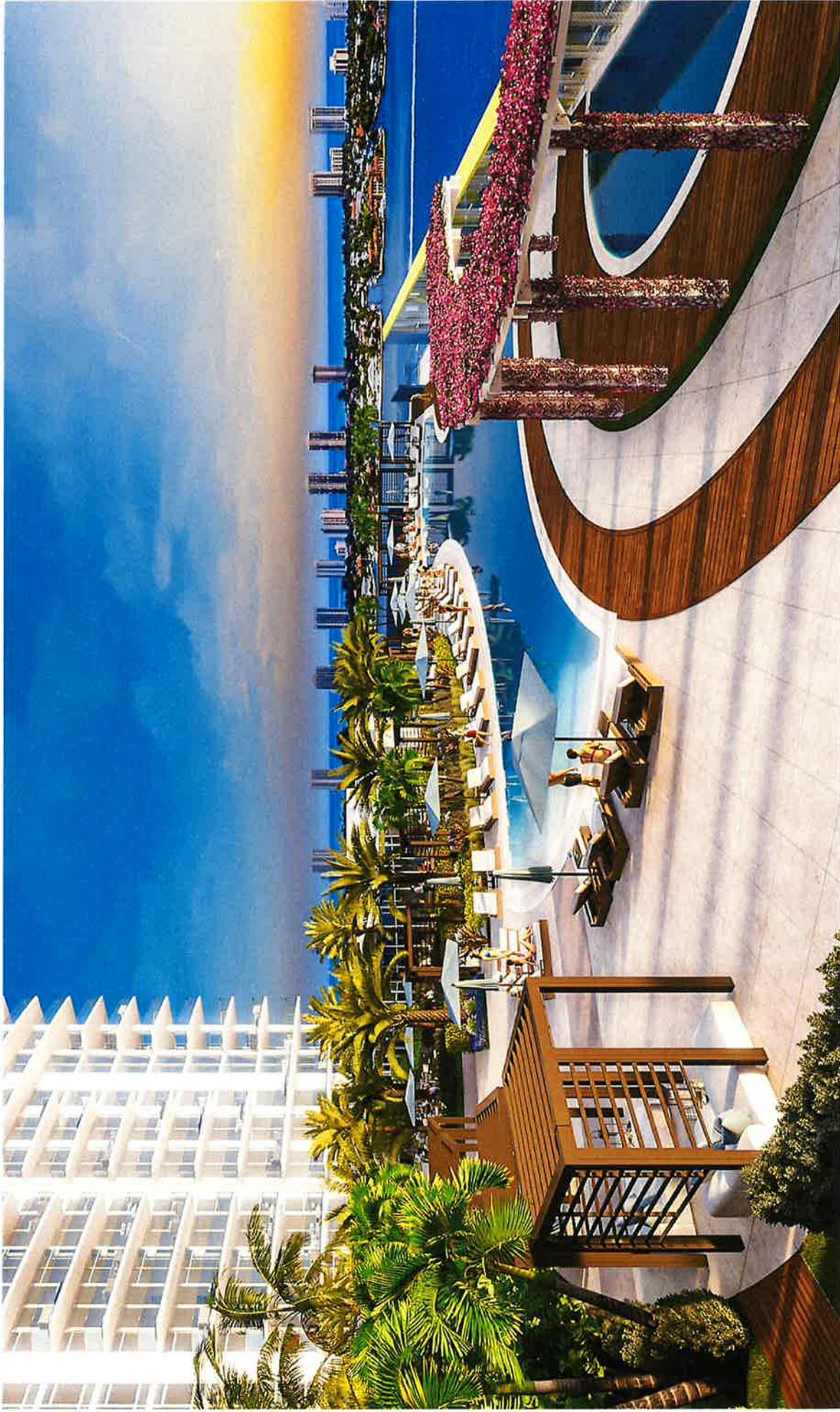
Perspective from Dixie - Southwest



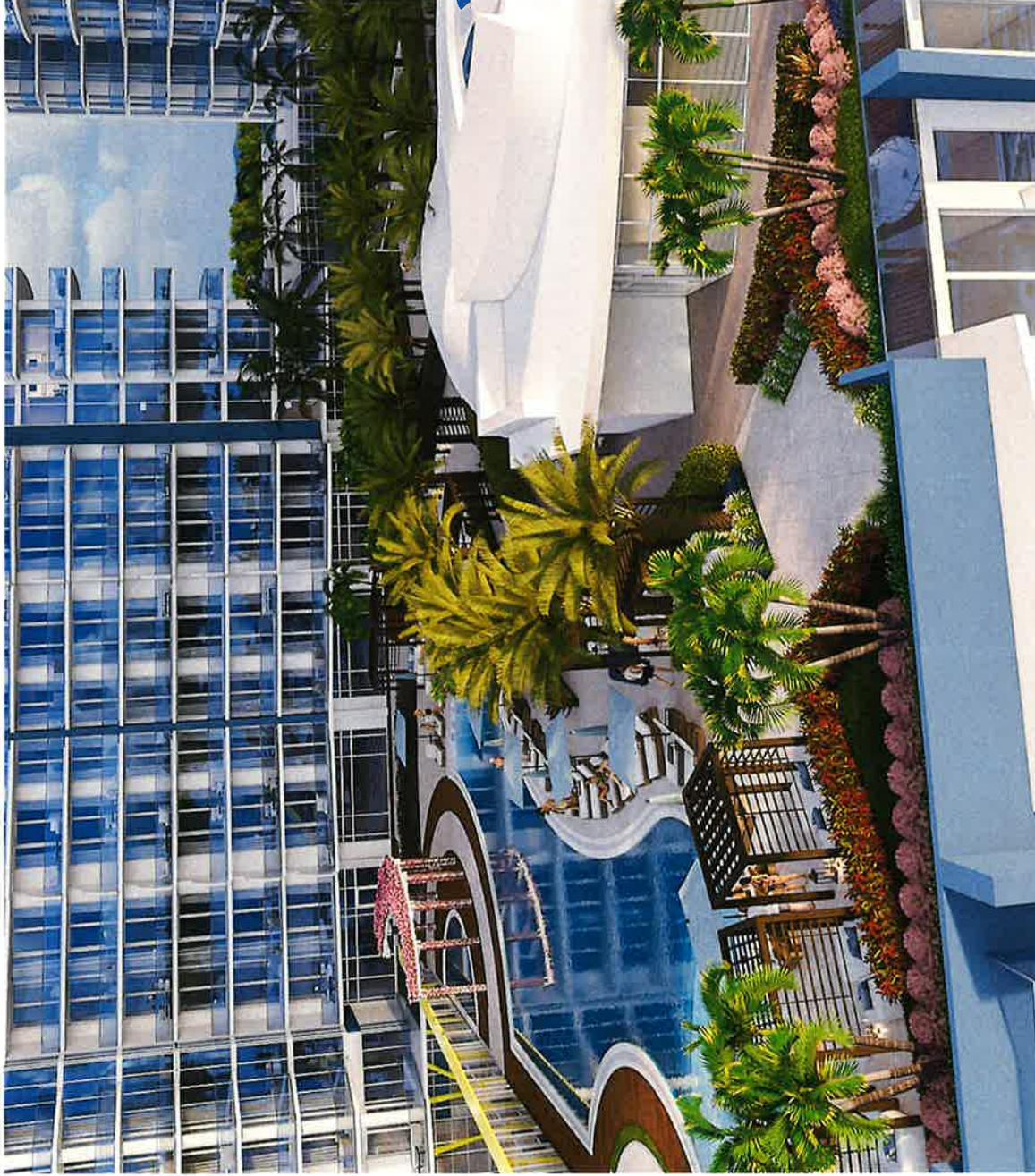
Birdseye Perspective from Southwest



Amenity Decks



6th Floor Pool Deck



AMENITY LEVEL INDOOR COMMON AMENITIES		
#	DESCRIPTION	SQ. FT.
I	INDOOR AMENITIES	51,058
I01	CLUB ROOM	4,466
I02	BAR	3,400
I03	WINE ROOM	2,079
I04	KITCHEN	1,325
I05	SCREEN ROOM	2,357
I06	LIBRARY	713
I07	KID'S CENTER	2,040
I08	TEENAGERS STUDIO / GAME ROOM	3,270
I09	LANAI	830

W	WELLNESS CENTER	
W01	GYM	2,260
W02	YOGA STUDIO	1,800
W03	PHYSICAL THERAPY	530
W04	SALINA	400
W05	STEAM ROOM	400
W06	LOCKER ROOM	400

AMENITY LEVEL OUTDOOR COMMON AMENITIES		
#	DESCRIPTION	SQ. FT.
P	POOL AREA	
P01	RESORT STYLE SALTWATERPOOL	3,100
P02	RESORT STYLE SPA	280
P03	KIDDY POOL	460
P04	SUN DECK	9,550
P05	PRIVATE CABANAS	1,360
A	AMENITIES	
A01	LOUNGING AREA WITH FIRE PIT & TV'S	300
A02	GRILLING AREA	1,365
A03	OUTDOOR KITCHEN	300
A04	DOG RUN & WASHING STATION	800
S	SPORT/ACTIVITIES	
S01	PUTTING GREEN	
S02	VOILEYBALL COURT	2,775
S03	OUTDOOR YOGA	600
L	LANDSCAPE/HARDSCAPE	
L01	LANDSCAPED GARDEN	
L02	TREE/PALM PLANTERS	
L03	WATER FEATURES	
L04	GRASS/TURF AREAS	
L05	PAVED WALKWAYS	
L06	LANDSCAPE LIGHTING	

Main Amenity Level



Rooftop Pool Deck



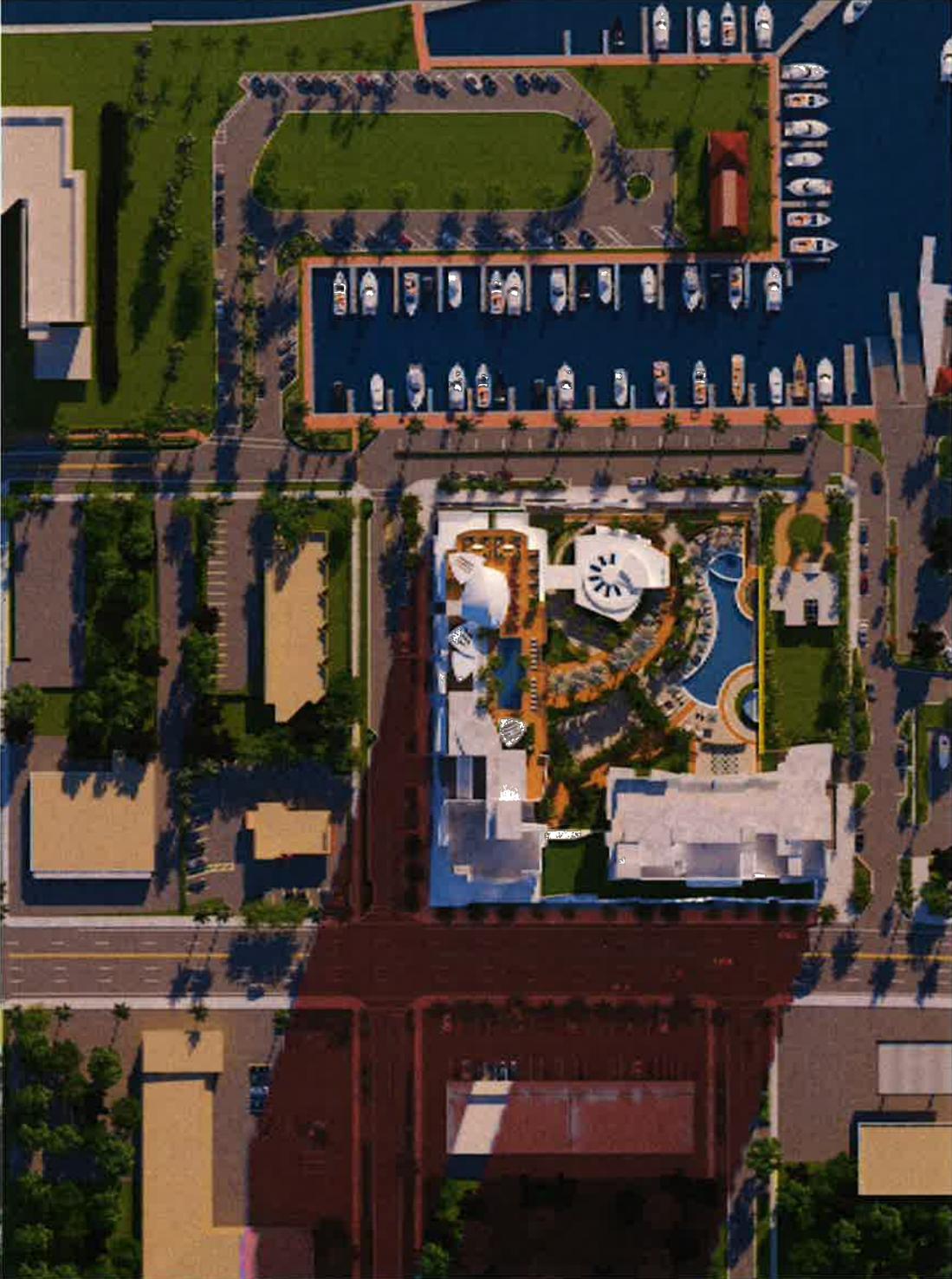
**Nautilus 211**  
WATERFRONT RESIDENCES  
MARINA LIFESTYLE

**SHADOW STUDY**



December 21st  
08:00

Rooftop Pool Deck



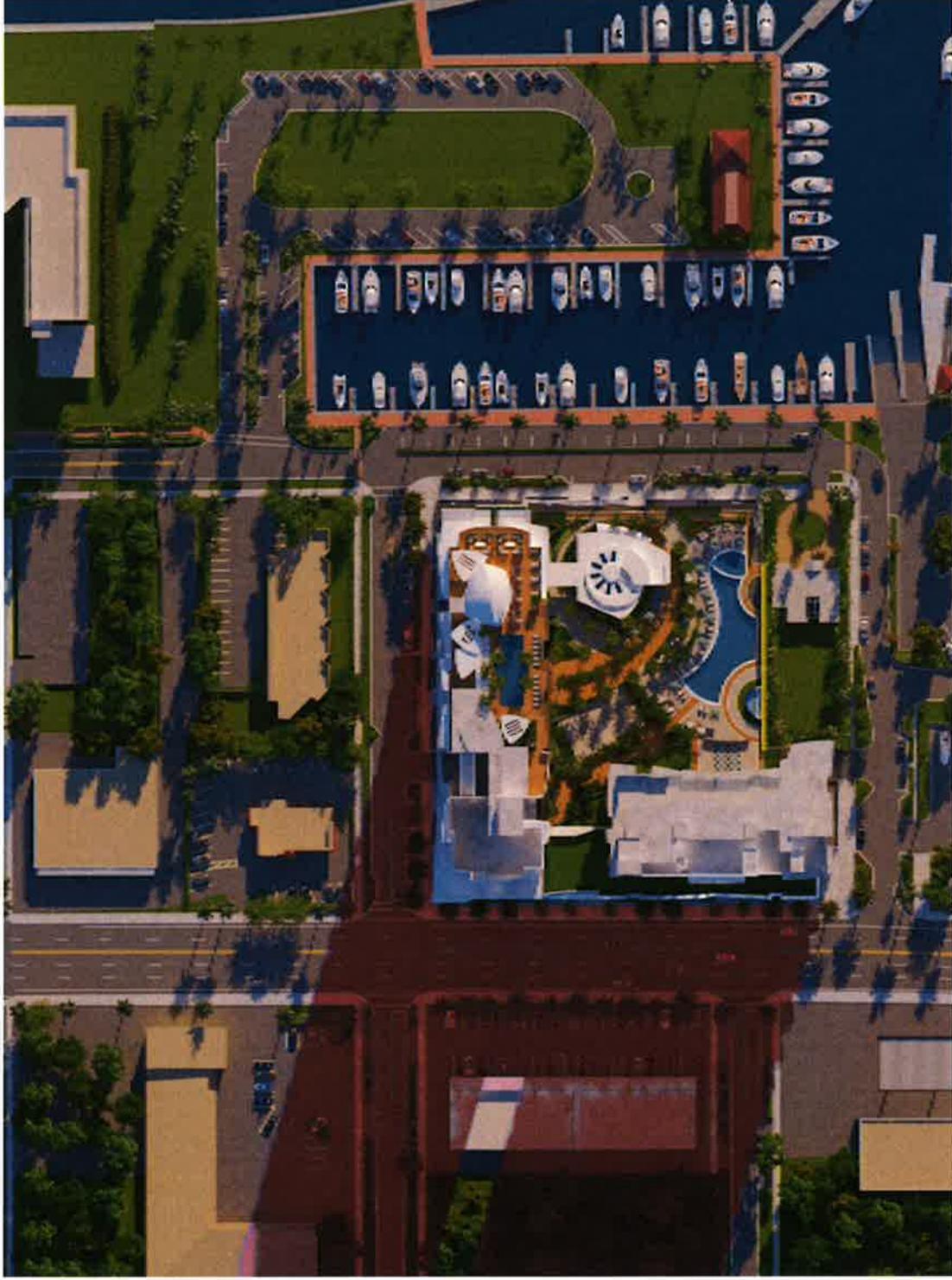
**Nautilus 211**  
WATERFRONT RESIDENCES  
MARINA LIFESTYLE

**SHADOW STUDY**



September 21st  
08:00

Rooftop Pool Deck



**Nautilus 211**  
WATERFRONT RESIDENCES  
MARINA LIFESTYLE

**SHADOW STUDY**



March 21st  
08:00

Rooftop Pool Deck



**Nautilus 211**  
WATERFRONT RESIDENCES  
MARINA LIFESTYLE

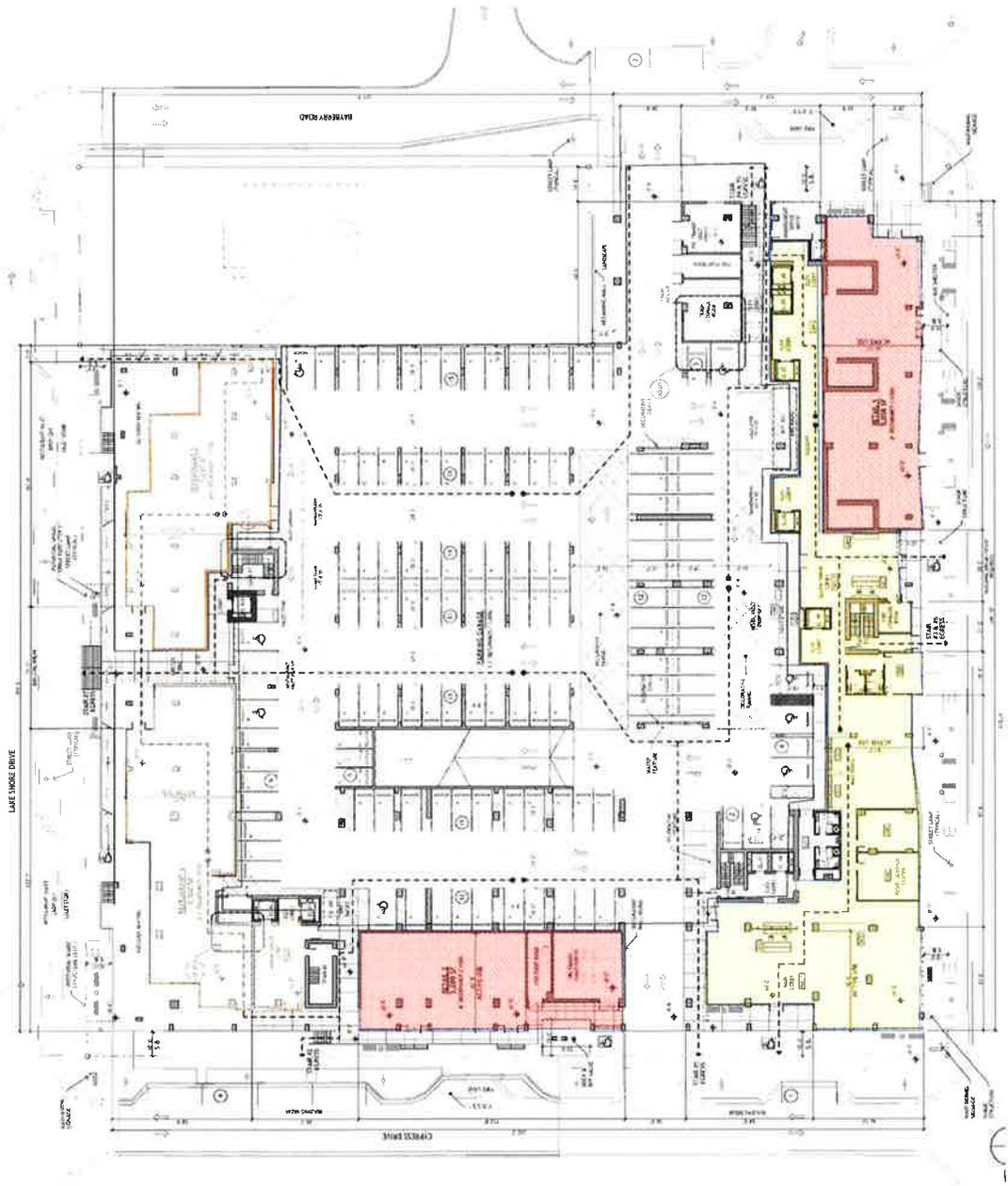
**SHADOW STUDY**



June 21st  
08:00

Rooftop Pool Deck





Active Liner – Parking Level 1

**PARKING DATA**

Description	Parking Ratio	Office	Retail	Restaurant	Residential	Parking Required
Retail (8,058 SF)	2/1000		16.1			16
Restaurant (14,550 SF)	10/1000			145.5		146
Office (13,000 SF)	2/1000	26.0				26
Residential	see chart *				571.0	571

<b>BASE PARKING REQUIRED:</b>						<b>759</b>
-------------------------------	--	--	--	--	--	------------

Required Residential Parking:						
1	Efficiency	0	1.00		per unit	0
2	1 Bedroom	0	1.00		per unit	0
3	2 Bedroom	221	1.50		per unit	332
4	3 Bedroom	110	2.00		per unit	220
5	4 Bedroom	1	2.00		per unit	2
6	Guest PKG	332	0.05		1 per 20 units	16.6
	<b>Total</b>	<b>332</b>				<b>571.1</b>

Required Base Parking						759
Parking Required for Public Benefit				100 spaces		100
Total Parking Required						859
Parking Balance (+)						4

**13%**

**100 spaces x \$25,000 = \$2,500,000 Value**



Cypress Drive – Parking Garage Entrance



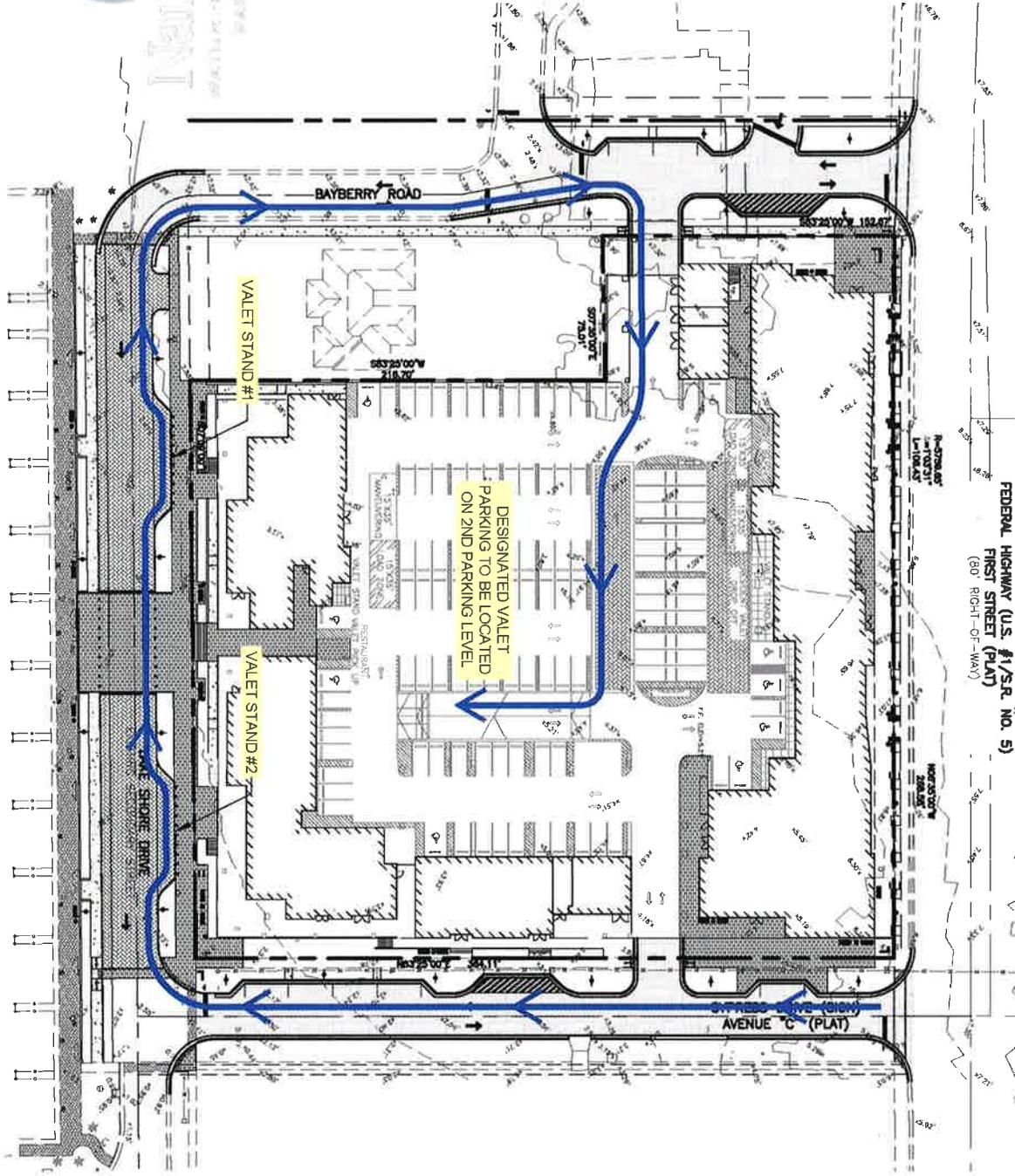
Parking Garage Interiors



Parking Garage Interiors



Nautilus 21  
WALKWAY PROJECT REVISIONS  
SARINA FRISTVOLD

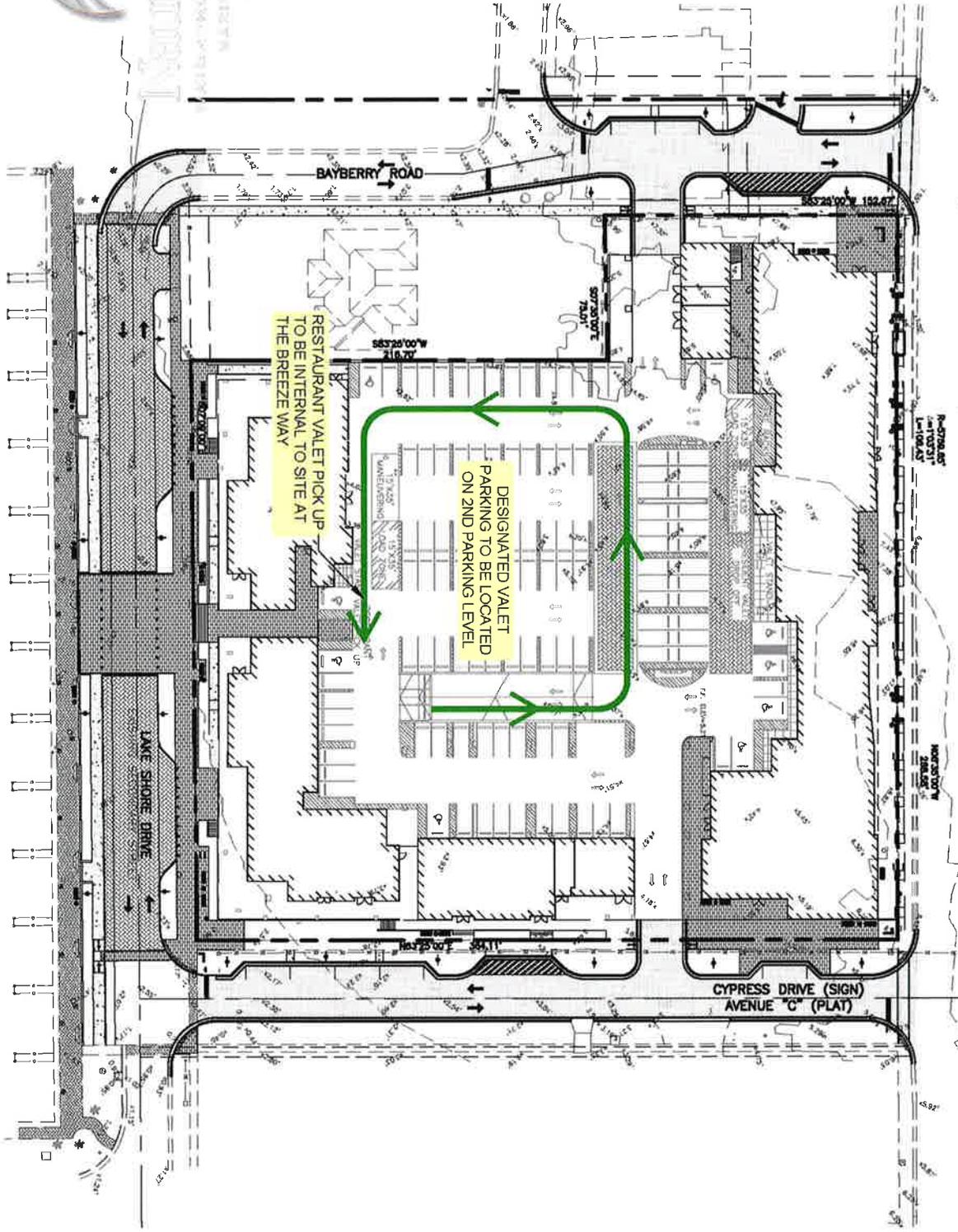


FEDERAL HIGHWAY (U.S. #1/S.R. NO. 5)  
FIRST STREET (PLAT)  
(30' RIGHT-OF-WAY)

Valet Drop-Off Circulation



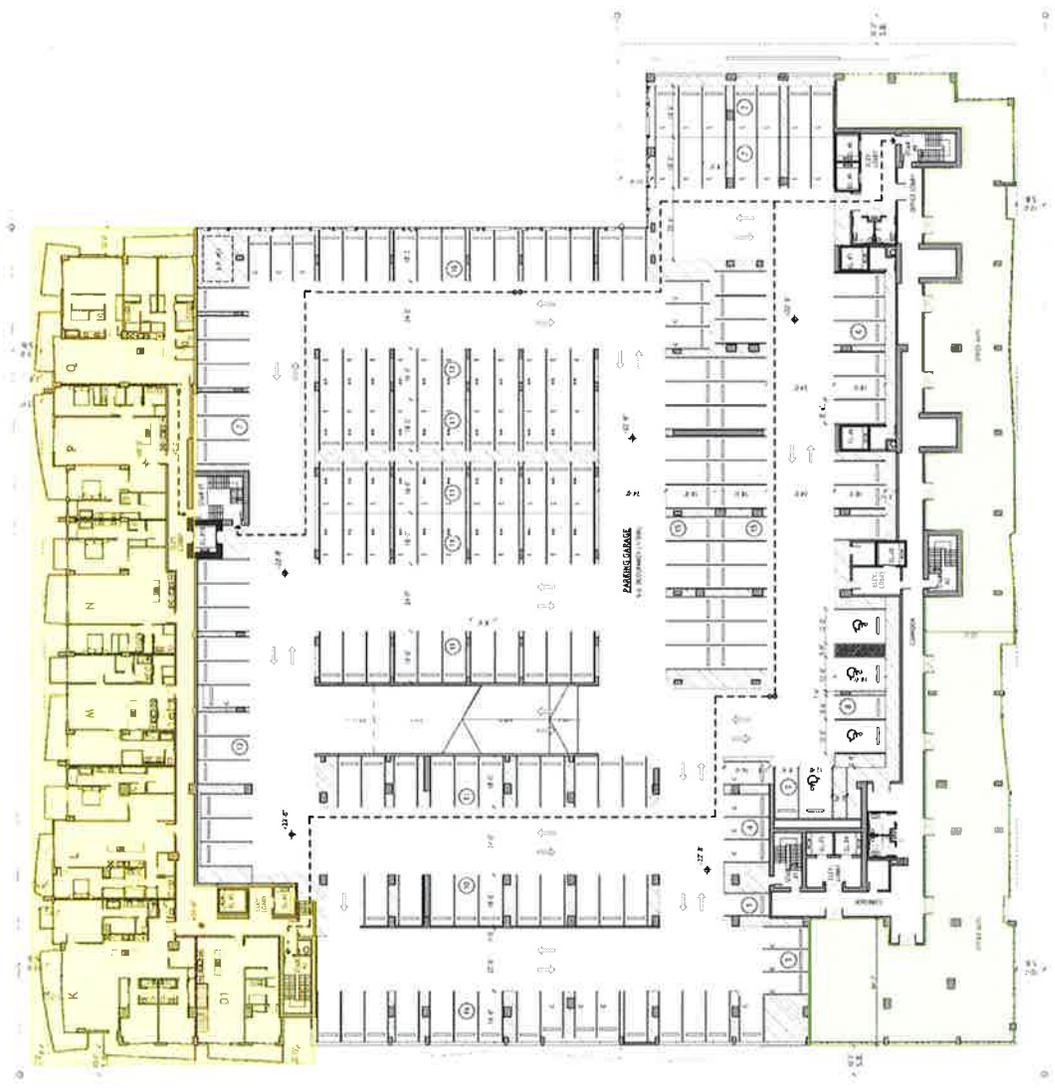
insite studio  
planning + landscape architecture



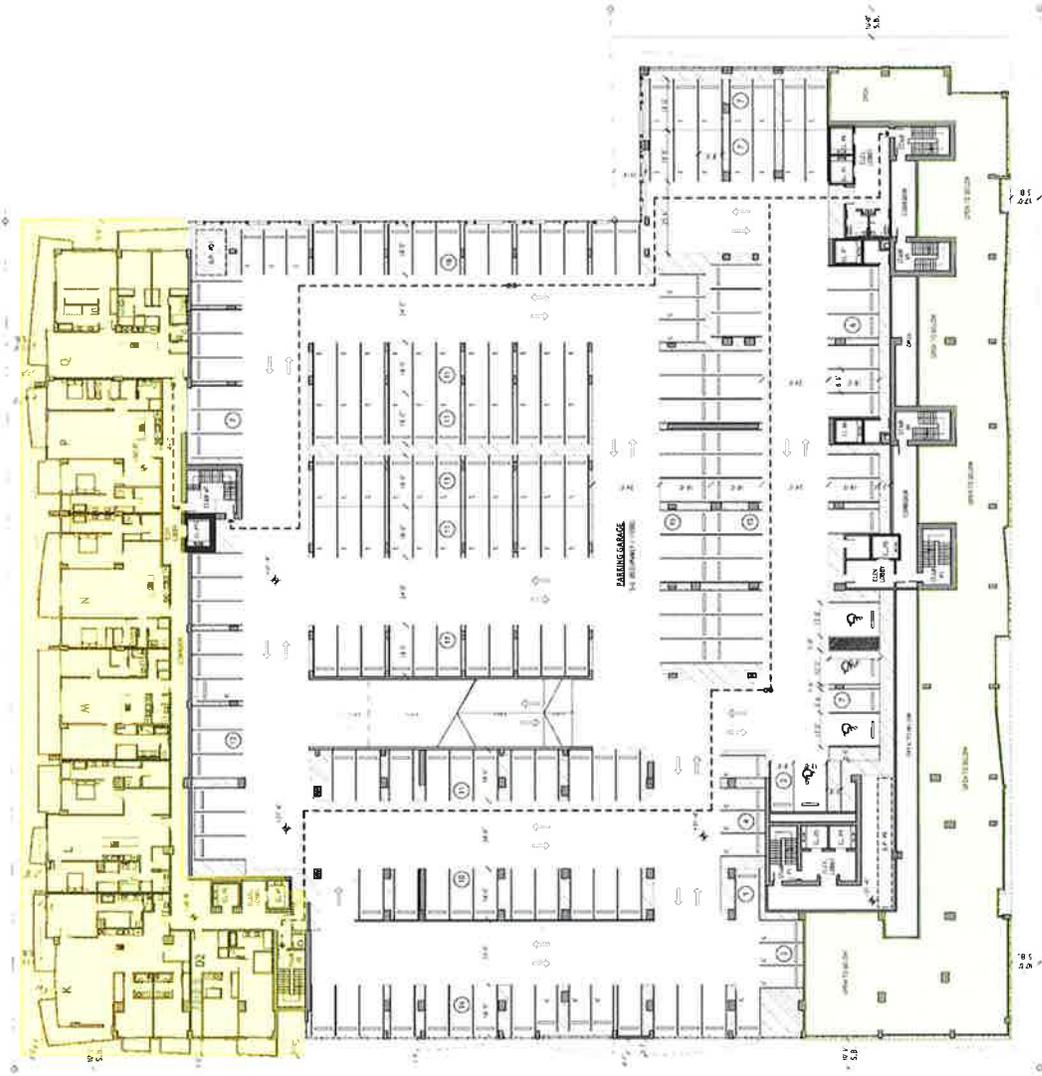
Valet Pick-Up Circulation



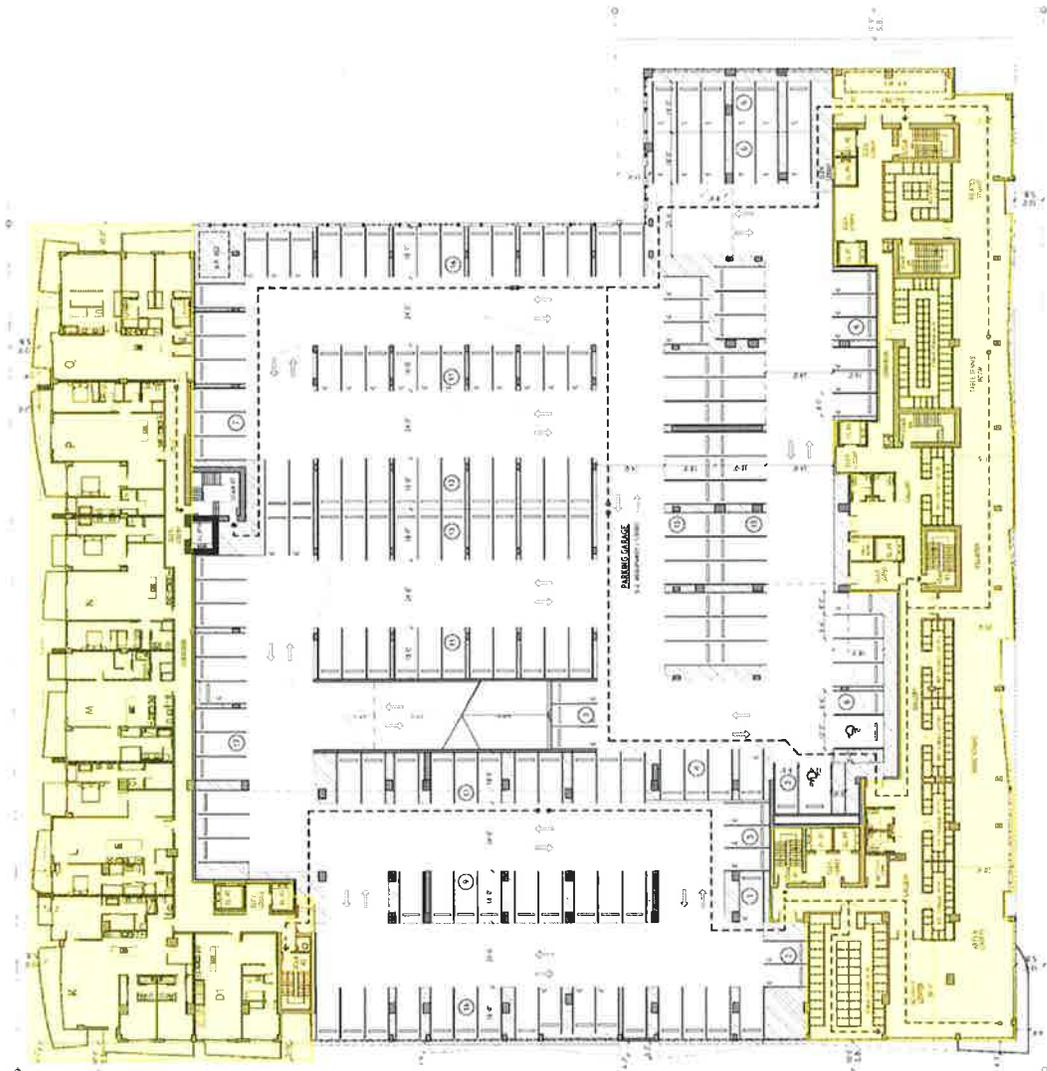
Active Liner – Parking Level 2



Active Liner – Parking Level 3



Active Liner – Parking Level 4



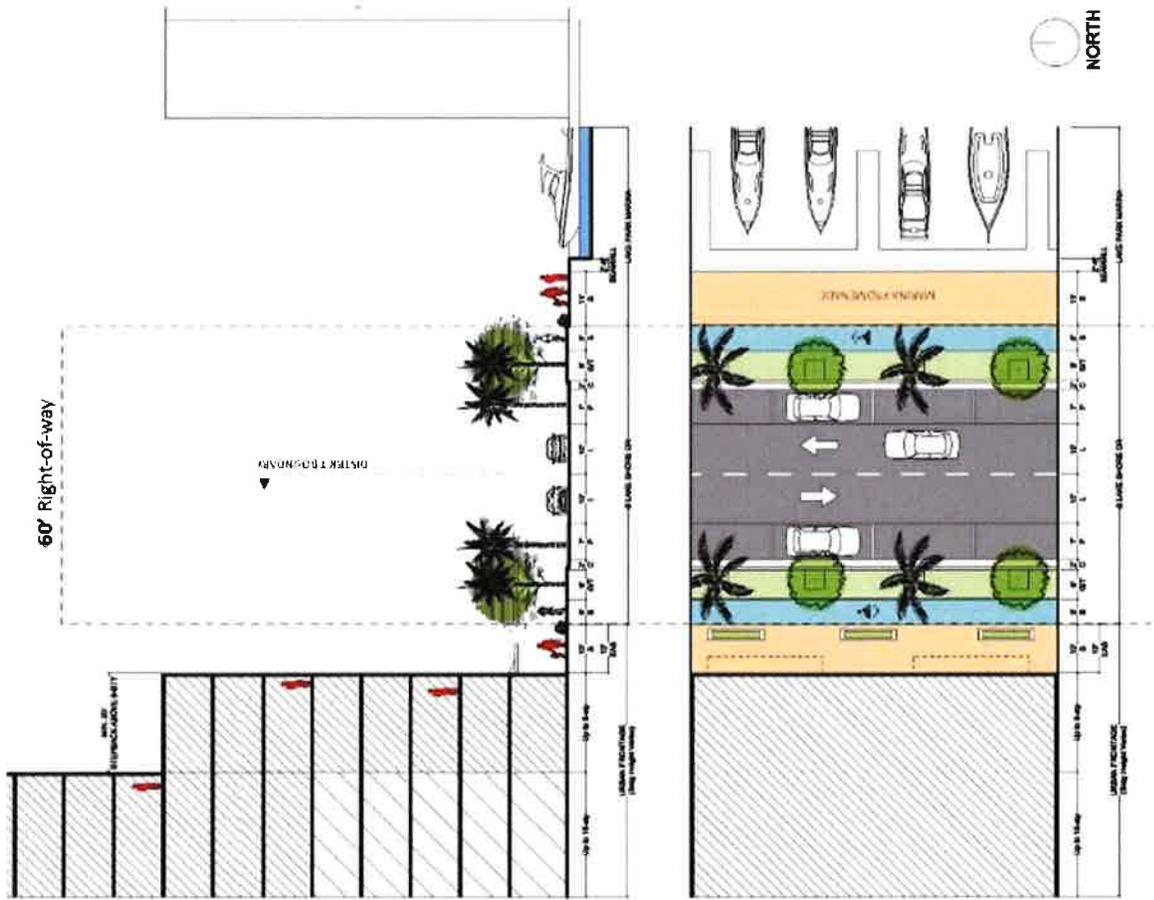
Active Liner – Parking Level 5



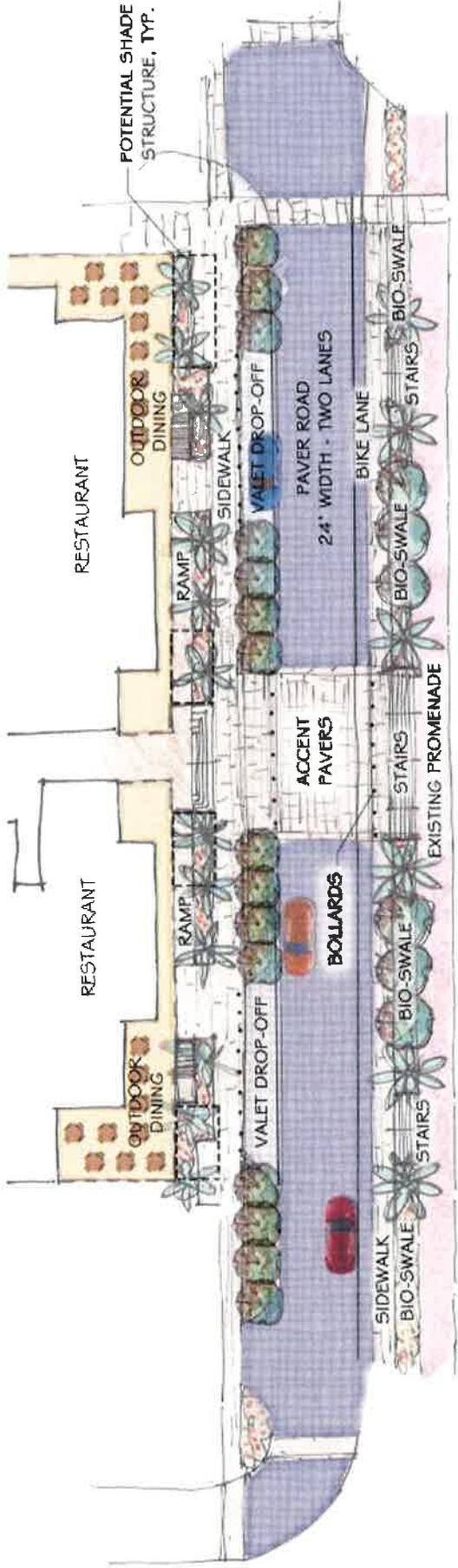
Amenity Deck



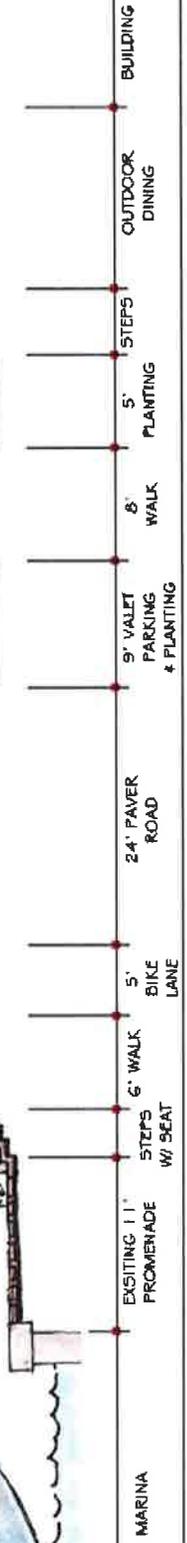
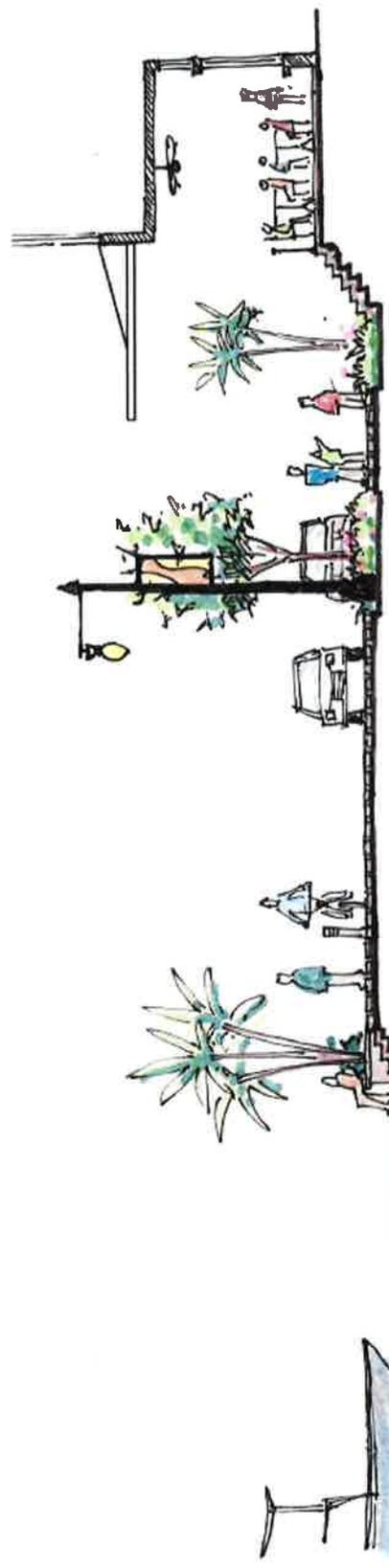
Lake Shore Drive Active Uses



# Lakeshore Drive Regulating Plan



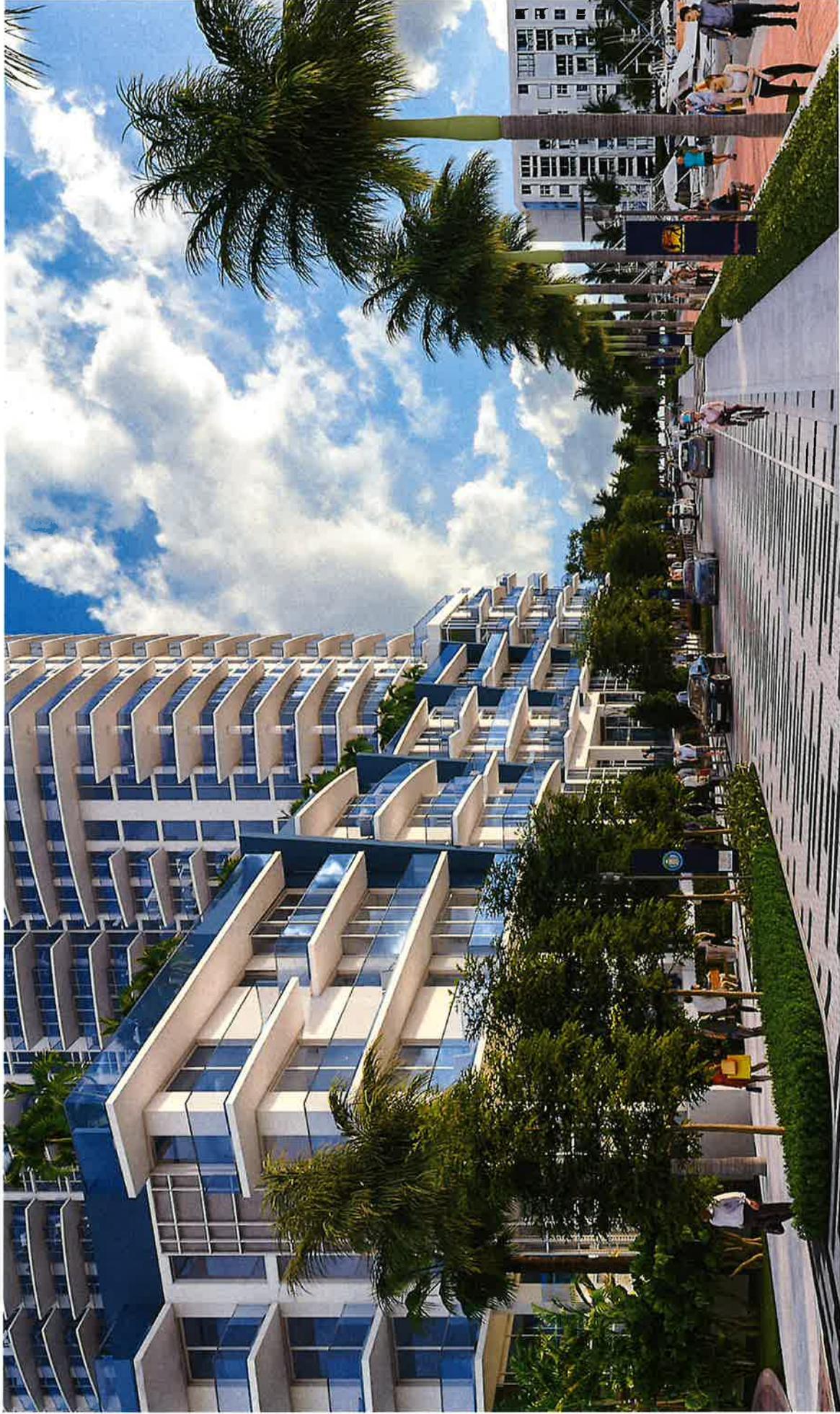
MARINA



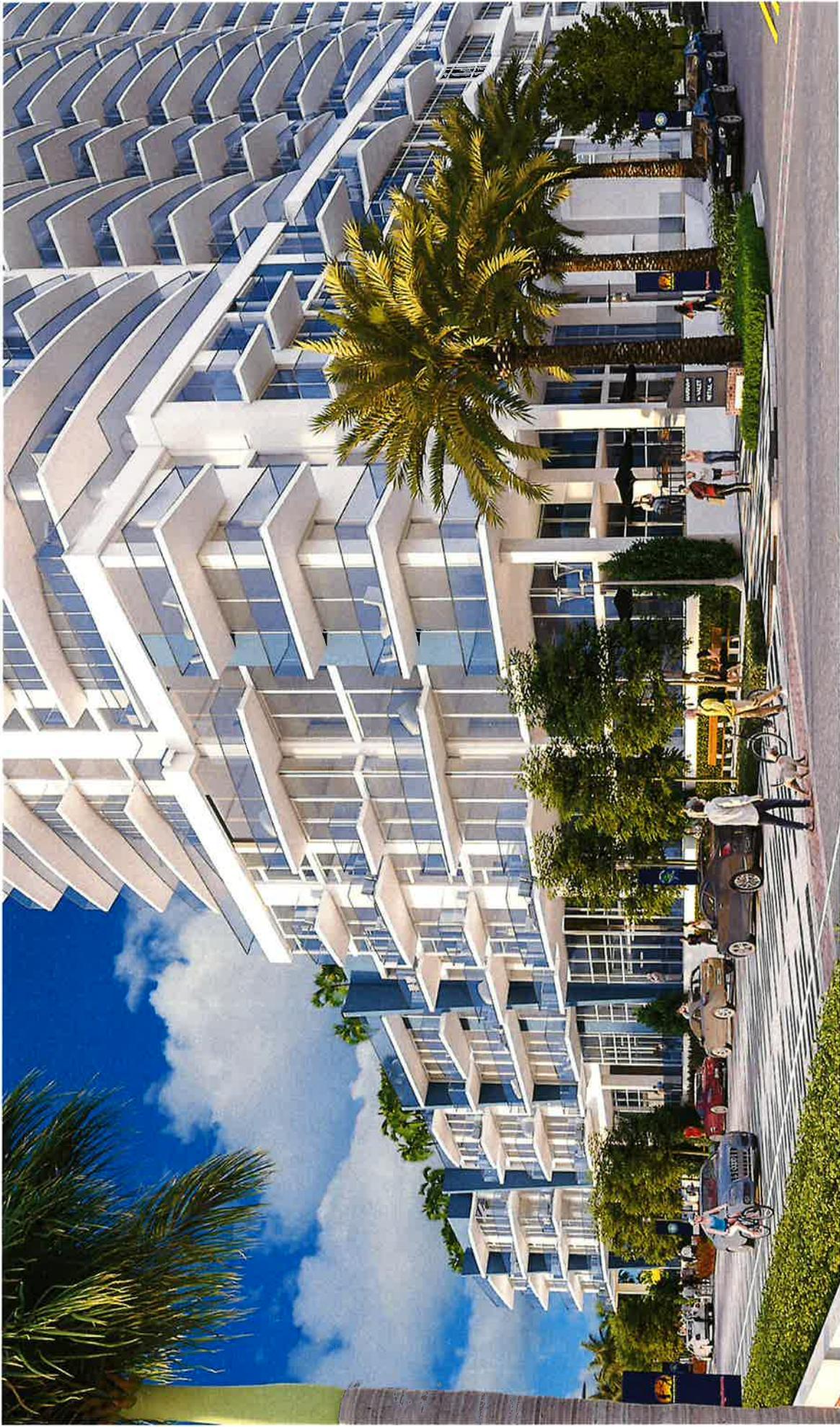
# Lakeshore Drive – Conceptual Design



Lakeshore Drive – Existing Condition



Lake Shore Drive - South



Lake Shore Drive - North



Lake Shore Drive – Pedestrian Crossing



## Lake Shore Drive – Promenade Conceptual Plan

## **Financial Impact to the Community**

- **\$2,500,000 - 100 Free Public Parking Space for Marina**
- **\$1,800,000 to Federal Hwy Public Improvement Fund**
- **\$2,150,000 Permit Fees**
- **1,750,000 Yearly Ad Valorem Tax Revenue**
- **1,000 Jobs During Construction**
- **200 Full Time Jobs**
- **Lake Shore Drive Promenade Improvement**
- **Drainage Improvements 2060 design**

# Open Houses

- Friday October 25<sup>th</sup>
- Monday October 28<sup>th</sup>

## Door To Door Canvassing

## Expanded Public Notice Letters

- 600' Radius

Forest Development, LLC  
220 Lake Shore Dr., Unit 10  
Lake Park, FL 33403

October 18, 2019  
Re: Nautilus 211 Development

Dear Neighbor:

Forest Development, LLC invites you to an Open House at our local office to learn more about the Nautilus 211 mixed-use development adjacent to the Lake Park Marina.



When: Friday, October 25<sup>th</sup> 2019 from 3:00 pm – 5:00 pm  
Monday, October 28<sup>th</sup> 2019 from 11:00 am – 1:00 pm

Where: Forest Development Office  
220 Lake Shore Dr., Unit 10  
Lake Park, FL 33403

If you would like to meet with the development team but cannot make it to the above Open House sessions, please contact Nicol Kaiser at 754.225.2559 or [nicol@forestdevelopment.com](mailto:nicol@forestdevelopment.com) to schedule a meeting by appointment.

We look forward to meeting you!







# Nautilus 211

WATERFRONT RESIDENCES  
MARINA LIFESTYLE

Thank You – Questions?

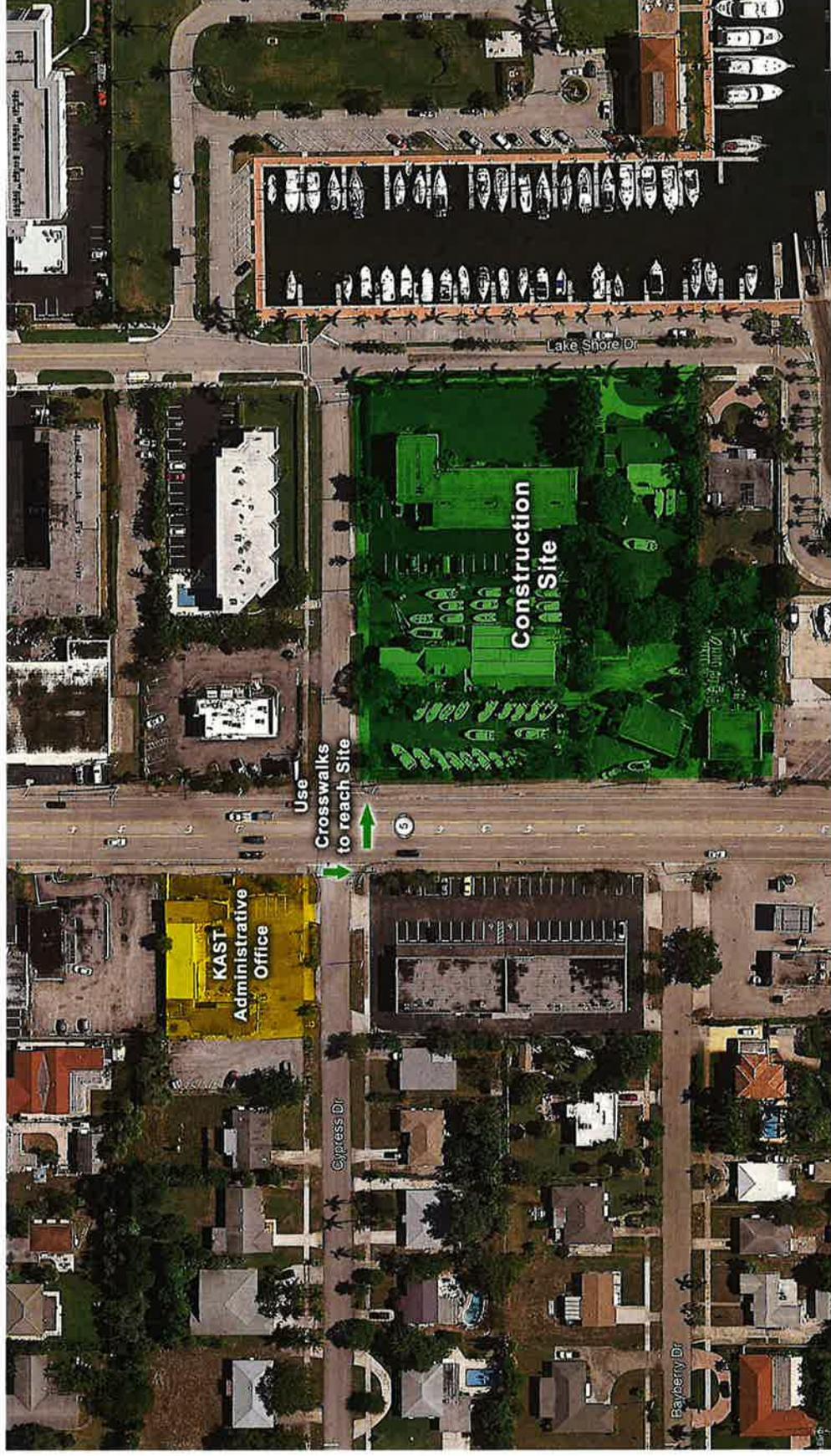






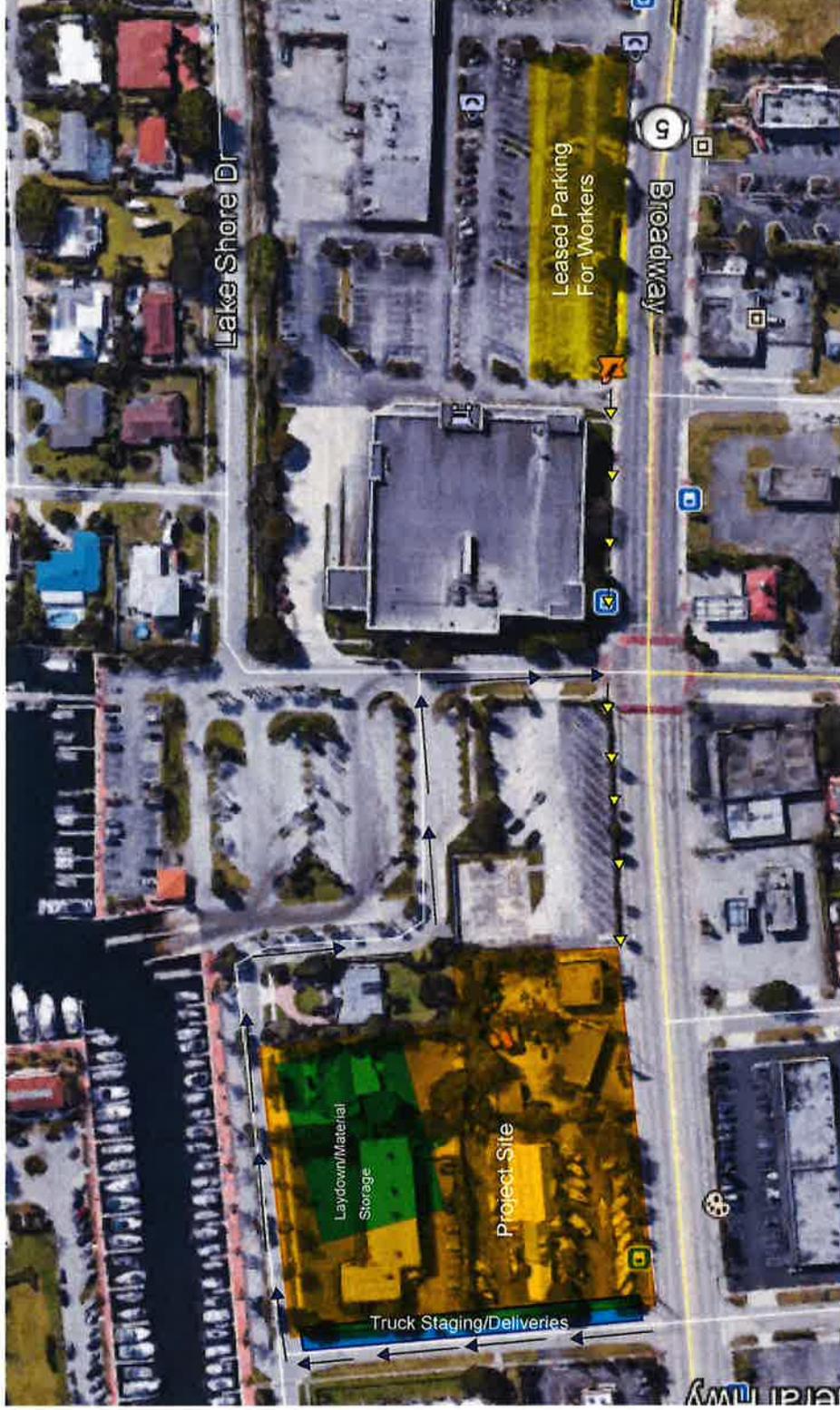
## Area Logistics

YOUR VISION  
OUR MISSION  
**KAST**  
CONSTRUCTION



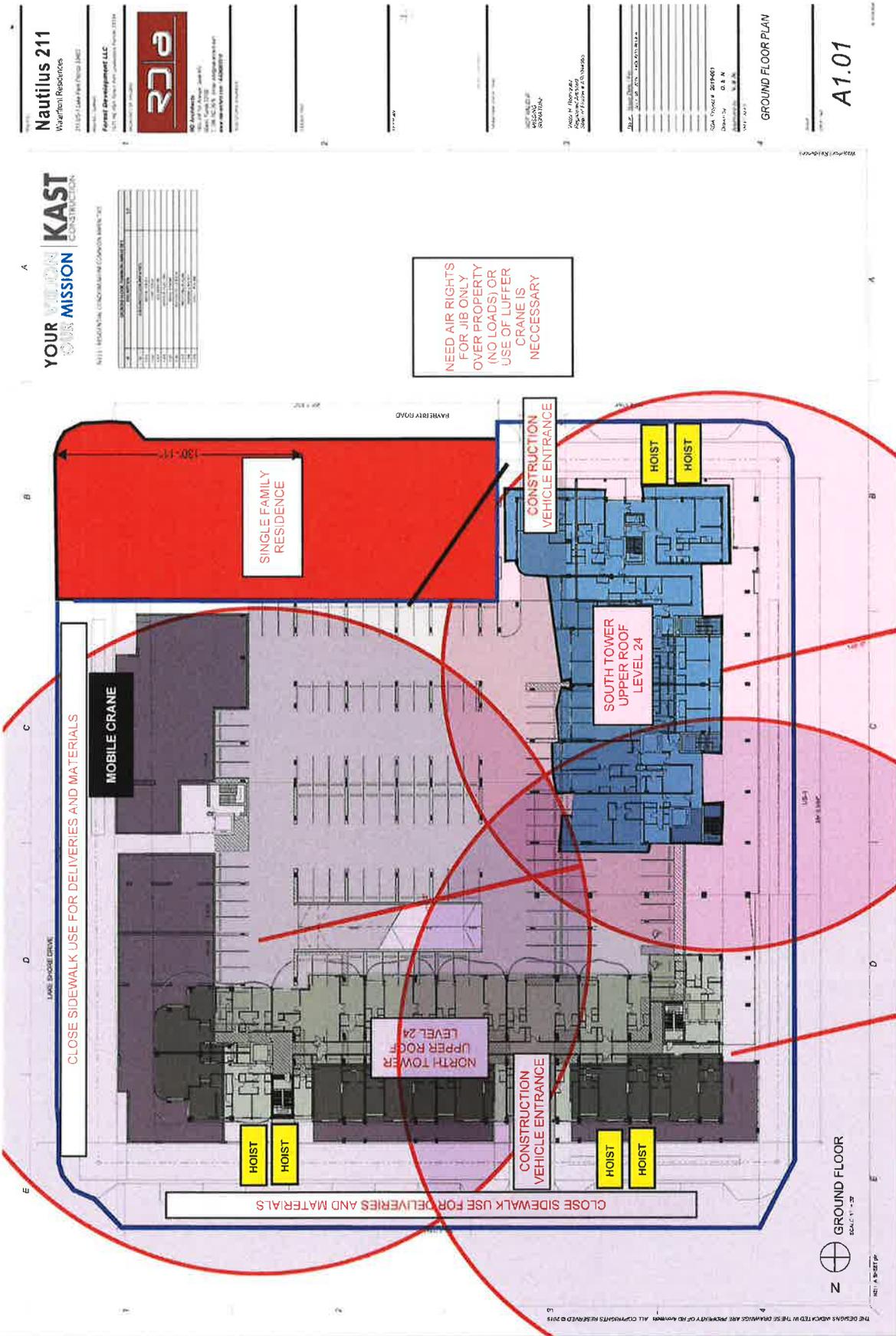
## Site Access

### Area Logistics



- ← Worker Access to Site from Parking
- ← Construction Traffic Flow

### Site Access Traffic Flows



**Nautilus 211**  
 Multifamily Residences  
 211 East Lake Street, Chicago, IL 60601

**Forest Development LLC**  
 1515 North Dearborn Street, Chicago, IL 60610



**RD Architects**  
 111 West Adams Street, Chicago, IL 60602  
 www.rdarchitects.com

**YOUR VISION OUR MISSION**  
**KAST CONSTRUCTION**

NOTE: RESIDENTIAL CONSTRUCTION COMPLIANCE SHEET

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/2024
2	ISSUED FOR PERMIT	10/15/2024
3	ISSUED FOR PERMIT	10/15/2024
4	ISSUED FOR PERMIT	10/15/2024
5	ISSUED FOR PERMIT	10/15/2024
6	ISSUED FOR PERMIT	10/15/2024
7	ISSUED FOR PERMIT	10/15/2024
8	ISSUED FOR PERMIT	10/15/2024
9	ISSUED FOR PERMIT	10/15/2024
10	ISSUED FOR PERMIT	10/15/2024

NEED AIR RIGHTS FOR JIB ONLY OVER PROPERTY (NO LOADS) OR USE OF LUFFER CRANE IS NECESSARY

GROUND FLOOR PLAN

A1.01

GROUND FLOOR  
 SCALE: 1/8" = 1'-0"

DECEMBER 18, 2019 – TOWN COMMISSION MEETINGTOWN GRANTMAKING POLICY PROGRAM

Tuesday, December 17, was the last day for prospective large grant program applicants to request assistance from the Town's Grants Writer. Only one prospective applicant requested such assistance. Grant applications are due no later than 5:00 PM on Friday, January 17, 2020.

**FLORIDA LEAGUE OF CITIES 2020 LEGISLATIVE ACTION DAYS** – Will be held February 11-12, 2020 in Tallahassee. The host hotel has sold out however sleeping rooms have been secured at the Aloft Hotel. There is an opportunity February 11<sup>th</sup> in the afternoon and February 12<sup>th</sup> for Capitol visits with legislators.

OFFICES WILL BE CLOSED IN OBSERVANCE OF CHRISTMAS AND NEW YEARS

Town Hall, the CRA Office, Library and Public Works will be closed.

Friday, December 20 – Early Release offices close at 2 p.m.

Tuesday, December 24 through 27, 2019 The Library will also be closed Saturday December 28.

Wednesday, January 1, 2020

Sanitation Schedule:

Tuesday, December 24 – No change

Wednesday, December 25 – Christmas Day - No Service

Thursday, December 26-Sanitation Service will resume. No Recycle Service.

Friday, December 27 – No Change.

Tuesday, December 31 – No Change. **Recycling service will run on Tuesday instead of New Year's Day.**

Wednesday, January 1 – New Year's Day - Commercial pick up only.



# AGENDA

Lake Park Town Commission  
 Town of Lake Park, Florida  
 Regular Commission Meeting  
 Wednesday, December 18, 2019, 6:30 p.m.  
 Lake Park Town Hall  
 535 Park Avenue

<b>Michael O'Rourke</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>John Linden</b>	—	<b>Commissioner</b>
<b>Roger Michaud</b>	—	<b>Commissioner</b>
.....		
<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, MMC</b>	—	<b>Town Clerk</b>

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.*

**A. CALL TO ORDER/ROLL CALL**

**B. PLEDGE OF ALLEGIANCE**

**C. SPECIAL PRESENTATIONS/REPORTS**

1. Onsolve Presentation Regarding CodeRed Community Notification System Tab 1

2. Presentation of the Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2018 by Nolen, Holt & Miner Tab 2

**D. 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.

**E. 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.

- 3. Joint Town Commission and Planning & Zoning Board Twin Cities Mall Site Workshop Minutes of December 4, 2019 Tab 3
- 4. Regular Commission Meeting Minutes of December 4, 2019 Tab 4
- 5. Resolution No. 96-12-19 Rescheduling the January 2020 Regular Commission Meeting Schedule Tab 5

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: None

G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: None

H. QUASI-JUDICIAL PUBLIC HEARING – RESOLUTION:

\*\*\*\*\* OPEN PUBLIC HEARING \*\*\*\*\*

- 6. Resolution No. 97-12-19 Approving a Site Plan for Mixed-Use Development Known as Nautilus 211 Tab 6

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR A MIXED-USE DEVELOPMENT KNOWN AS NAUTILUS 211 CONSISTING OF 23 STORIES, INCLUSIVE OF 5 PARKING LEVELS; PROVIDING FOR THE AUTHORIZATION TO DEVELOP 332 RESIDENTIAL UNITS, 13,000 SQUARE FEET OF OFFICE, 8,058 SQUARE FEET OF RETAIL, 14,550 SQUARE FEET OF RESTAURANT AND ROOFTOP AMENITIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

\*\*\*\*\* CLOSE PUBLIC HEARING \*\*\*\*\*

I. NEW BUSINESS:

- 7. Resolution No. 98-12-19 Ratification of the Collective Bargaining Agreement Between The Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2018 to September 20, 2021 following the Second Year Reopener. Tab 7

- 8. Amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan Fiscal Year 2020 to Add the Position Title of Stormwater Infrastructure Manager. Tab 8

J. 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.

**K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**L. REQUEST FOR FUTURE AGENDA ITEMS:**

**M. ADJOURNMENT:**

**Next Scheduled Town Commission Meeting will be held on January 8, 2020**



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 12/18/2019

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

Name: Patricia Price  
Address: 510 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: H-6  
In Support

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

1

**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

MEETING DATE: 12/18/19

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

Name: John Hynes  
Address: 310 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:  
H-6  
JA 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.

(7)



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 12/10/2019

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

Name: Chip Atkins  
Address: 4240 Kings Road #203  
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:  
\* (6) IA Support

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

(3)

**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

MEETING DATE: 12/18/2019

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

Name: KAREL VOLK SWOPE DR.  
Address: 126 LAKE SWOPE 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:  
H. SITE Plan Approval for RAUTLUS 211

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

**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.

4