

AGENDA

Special Call
 Community Redevelopment Agency
 Meeting
 Wednesday, January 21, 2008, 7:30 P.M.
 Lake Park Town Hall
 535 Park Avenue

Desca DuBois	—	Chair
Edward Daly	—	Vice-Chair
G. Chuck Balius	—	Board Member
Jeff Carey	—	Board Member
Patricia Osterman	—	Board Member
Christiane Francois	—	Board Member
Michelle McKenzie-Suiter	—	Board Member
<hr style="border-top: 1px dotted black;"/>		
Maria V. Davis	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian M. Lemley	—	Agency Clerk

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

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- 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 Board member 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 Agency Clerk. Cards must be submitted before the item is discussed.

Consent Items For Approval:

- | | |
|--|-------|
| 1. Special Call CRA Board Meeting Minutes of December 17, 2008 | Tab 1 |
| 2. Renewal of Intergovernmental Consultant (Lobbyist) Agreement | Tab 2 |
| 3. Notice of Expenditures to Seacoast Utilities for Water Connection Fees for the Alleyway Improvement Project | Tab 3 |
| 4. Commercial Lease for CRA Office | Tab 4 |

F. GENERAL APPROVAL OF ITEM(S):

- | | |
|--|-------|
| 5. Business Development Loan Program | Tab 5 |
| 6. Façade Improvements for Park Avenue | Tab 6 |

G. DISCUSSION AND POSSIBLE ACTION:

H. BOARD MEMBER COMMENTS

I. EXECUTIVE DIRECTOR COMMENTS

J. ADJOURNMENT

TAB 1

**Community Redevelopment Agency
Agenda Request Form**

Meeting Date: January 21, 2009

Agenda Item No. 1

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM |
| <input type="checkbox"/> Other: | <input checked="" type="checkbox"/> CONSENT AGENDA |

SUBJECT: CRA Special Call Meeting Minutes of December 17, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the CRA Special Call Meeting of December 17, 2008.

Approved by Executive Director W. Davis 1/12/09

Date: _____

Jordan Z. Hughes
Deputy Clerk

1/9/09
Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <u>VML</u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	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.	Yes I have notified everyone _____ or Not applicable in this case <u>x</u> _____: Please initial one.

Summary Explanation/Background:



Town of Lake Park
Special Call
Community Redevelopment Agency Meeting
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, December 17, 2008 7:30 p.m.

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, December 17, 2008 at 7:30 p.m. Present were Chair DuBois, Vice-Chair Daly, Board Members Balius, Carey, Osterman, and Francois, Executive Director Maria Davis and Town Clerk Vivian Mendez Lemley. Board Member Suiter was absent.

Chair DuBois led the Pledge of Allegiance.
 Town Clerk Vivian Mendez Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Vice-Chair Daly to approve the agenda; Board Member Balius made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	X		
Board Member Suiter	Absent		

Motion passed 6-0.

Consent Agenda

1. Special Call CRA Board Meeting Minutes of November 5, 2008
2. Notification of Change Order #4 to CWA for the Replacement of Pump on 9th St.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Board Member Balius to approve the Consent Agenda; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	X		
Board Member Suiter	Absent		

Motion passed 6-0.

Discussion and Possible Action:

Award of Building Demolition Contract for 723-755 Foresteria Dr. – Bid #05-2008 to BG Group in the amount of \$163,250

CRA Project Manager Richard Pittman explained the contract process for the demolition project and stated that the project would begin by mid-January and be finished in approximately 90 days.

Motion: A motion was made by Board Member Balius to award the Building Demolition Contract for 723-755 Foresteria Dr. – Bid #05-2008 in the amount of \$163,250 to BG Group; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	X		

Board Member Suiter	Absent		
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Motion passed 6-0.

University of Miami School of Architecture Proposal for Services

Executive Director Maria Davis stated that staff met with the Director of the School of Architecture and Urban Development from the University of Miami. She stated that the proposal was to prepare a façade improvement design and master plan for Park Avenue in the amount of \$12,000. She stated that the meeting went very well and she was very excited about the proposal. If the proposal is approved, work can begin by mid-January.

Board Member Osterman recommended that the University of Miami, School of Architecture also look at residential properties to design typical façade improvements for homes.

The Board came to consensus to discuss façade improvements in other areas of Town with the University of Miami School of Architecture as a possible extension of the current proposal.

Motion: A motion was made by Board Member Balius to approve the University of Miami School of Architecture Proposal for Services in amount of \$12,000; Board Member Carey made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	X		
Board Member Suiter	Absent		

Motion passed 6-0.

CRA BOARD MEMBER COMMENTS

Board Member Balius stated that he would like to see the parking lot for the 723-755 Foresteria Dr. parking lot be built immediately after the demolition.

Executive Director Davis explained that the parking lot was not budgeted for this year. She stated that she was waiting until the entire site was acquired, then demolished, possibly irrigate

and sod until there was enough money to build the parking lot. She stated that they were still in the process of acquiring the rest of the properties in that area and she gave a status update on each property.

Board Member Francois stated that the Christmas lights around Town looked beautiful.

Executive Director Davis stated that the Town would be closing on the fourplex on Foresteria Drive on December 29, 2008.

Chair DuBois

None

Vice-Chair Daly

None

Board Member Carey

None

Board Member Osterman

None

Board Member Suiter

Absent

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Balius and seconded by Vice-Chair Daly, and by unanimous vote, the meeting adjourned at 7:45 p.m.

Chair DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez Lemley

(Town Seal)

Approved on this _____ day of _____, 2009

TAB 2

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: January 21, 2009

Agenda Item No. 2

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Renewal of Intergovernmental Consultant (Lobbyist) Agreement

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director

U. Davis

Date:

1/10/09

Name/Title

Date of Actual Submittal

Originating Department: Executive Director	Costs: \$ 15,000 Funding Source: Professional Services Acct. #	Attachments: Letter from Consultant Fausto Gomez
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk <i>FML</i> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	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.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Intergovernmental Consultant Agreement expires on February 6, 2009. Consultant Fausto Gomez has agreed to maintain the same fee structure for Fiscal Year 2008/09. It is staff's opinion that Mr. Gomez performed admirably,

particularly give the economic climate. The total fee for the contract is \$30,000. The CRA shares the expense with the Town in the amount of \$15,000, therefore the cost to the CRA is \$15,000, which has been budgeted accordingly.

January 9, 2009

Ms. Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

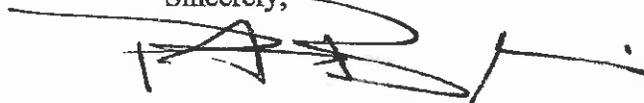
Dear Maria:

I am pleased to represent the Town of Lake Park and to work with the Mayor, Commissioners, and you and your staff in order to obtain benefits from Tallahassee. Notwithstanding the difficult budget circumstances, we secured initial funding during the last session and remain confident of our ability to again be successful. In fact, I just returned from the Special Session of the Florida Legislature where they excised \$2.3 billion from the current budget and am pleased to report that Lake Park's money has evaded the budget ax.

I understand that my Agreement with Lake Park expires on February 6th, and I am prepared to again offer my services at the current rate. Every local government in Florida has been impacted by state policy regarding property taxes as well as the general economic downturn and I want to assure you and the Town's elected officials that I am sensitive to that. My staff and I remain committed to Lake Park and look forward to establishing a long and supportive relationship with it.

Please let me know if you need anything further. I appreciate your again considering me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fausto B. Gomez', written over a horizontal line.

Fausto B. Gomez

TAB 3

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: January 21, 2009

Agenda Item No. **3**

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Notice of Expenditures to Seacoast Utilities for Water Connection Fees for the Alleyway Improvement Project

RECOMMENDED MOTION/ACTION: N/A

Approved by Executive Director *W. Davis* Date: *1/12/09*

Name/Title _____ Date of Actual Submittal _____

Originating Department: Executive Director	Costs: \$31,440.36 Funding Source: 520-63100 Acct. #	Attachments: Supporting Documentation
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk <u><i>YMC</i></u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	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.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: One of the major components of the alleyway improvement project is the installation of landscaping and irrigation. In order to install irrigation throughout the project, main water lines needed to be "tapped" to supply the irrigation system. Attendant with the "taps" were the required meters and connection fees.

The total cost of the meters and connection fees is \$31,440.36 This expense has already been paid to Seacoast Utilities and the Board is being notified accordingly.

Vendor No: 55700 SEACOAST UTILITY AUTHORITY

Bank Account: TEL: (561) 881-3350

INVOICE	DATE	DESCRIPTION	PAYABLE	DISCOUNT	AMOUNT PAID
SEPT08/CRA	09/17/08	CONNECTION FEES/CRA ALLEYWAYS	31,440.36	.00	31,440.36
TOWN OF LAKE PARK			Check# 100529 09/26/08	TOTAL	\$31,440.36

Vendor No: 55700 SEACOAST UTILITY AUTHORITY

Account No:

INVOICE	DATE	DESCRIPTION	PAYABLE	DISCOUNT	AMOUNT PAID
SEPT08/CRA	09/17/08	CONNECTION FEES/CRA ALLEYWAYS	31,440.36	.00	31,440.36
TOWN OF LAKE PARK			Check# 100529 09/26/08	TOTAL	\$31,440.36



TOWN HALL
NATIONAL HISTORIC SITE

TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK, FL 33403
TEL: (561) 881-3350

VOID AFTER 90 DAYS

NATIONAL CITY
LAKE PARK FL 33408

63-8419
2670
0000002277656

Check Date	Check No.	Amount
09/26/08	100529	\$31,440.36

PAY **** THIRTY-ONE THOUSAND FOUR HUNDRED FORTY AND 36/100 DOLLARS

TO THE SEACOAST UTILITY AUTHORITY
ORDER P O BOX 109602
OF PALM BEACH GARDENS, FL 33410-9602

Desca Du Bois
Anne M. Costello

Authorized Signatures

⑈ 100529⑈ ⑆ 267084199⑆0000002277656⑈

Town of Lake Park
Request for Disbursement

To: Finance Director

Date: 9/17/08

From: CRA Department

PAID

Please issue a check to: Seacoast Utilities
(Name of Company or Individual)

Mail to: _____

In the Amount of: \$ 31,440.36 Charge to Account 520-63100

For payment of: Connection Fees /
CRA Alleyway Project

The department head's signature below certifies that this payment is for necessary and legal expenses of the Town of Lake Park, that funds are available in the indicated account to fund this payment, and that the documentation to support this payment are attached for the permanent record of the Town.

Requested by: _____

Finance Approval A. Costello 9/23/08

Department Head: _____

Town Manager: M. Lewis 9/24/08

Check Number: _____

Date Paid: _____

ANNE
FOR YOUR HANDLING
RE. 9/17/08

Maria Davis

From: Maria Davis
Sent: Wednesday, September 17, 2008 5:06 PM
To: Anne Costello
Cc: Janet Perry
Subject: FW: Lake Park Alleyways Irrigation Plans

Please cut a check to Seacoast Utilities in the amount of \$31,440.36 for water connection fees for the CRA Alleyway Project. I will forward the appropriate paperwork to you accordingly. Please return the check to Janet. Janet will call Jon Weber to have the check picked up. Thanks.

Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
(561) 881-3304
(561) 881-3314 (fax)
mdavis@lakeparkflorida.gov

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From: Jon Weber [mailto:JWeber@calvin-giordano.com]
Sent: Wednesday, September 17, 2008 3:15 PM
To: Maria Davis; Patrick Sullivan
Cc: John Downes; Luis Ponce; annmarie@chriswayneinc.com; Patrick Figurella
Subject: RE: Lake Park Alleyways Irrigation Plans

Maria:

You are correct. \$31,440.36 is the number.

JON P. WEBER, PSM
Director (Palm Beach)

From: Maria Davis [mailto:mdavis@lakeparkflorida.gov]
Sent: Wednesday, September 17, 2008 3:07 PM
To: Jon Weber; Patrick Sullivan
Cc: John Downes; Luis Ponce; annmarie@chriswayneinc.com; Patrick Figurella
Subject: RE: Lake Park Alleyways Irrigation Plans

Hi Jon – My calculation on the connection fee is \$31,440.36. If I'm correct, let me know and I'll have a check cut to Seacoast for the connection fees and forward it to you accordingly. Thanks.

Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
(561) 881-3304
(561) 881-3314 (fax)
mdavis@lakeparkflorida.gov

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From: Jon Weber [mailto:JWeber@calvin-giordano.com]
Sent: Wednesday, September 17, 2008 12:08 PM
To: Patrick Sullivan
Cc: Maria Davis; John Downes; Luis Ponce; annmarie@chriswayneinc.com; Patrick Figurella
Subject: Lake Park Alleyways Irrigation Plans

Patrick:

9/17/2008

Seacoast Utility Authority (SUA) contacted us today to inform us that the referenced plans have been approved and will be released for construction upon receipt of one-half of the connection fee. The remaining half of the connection fee will be required at the time the meters are requested to be installed. Attached hereto are PDFs of the Meter Application Guarantee Deposit Receipt which detail the specific connection fees for each of the seven (7) individual meters that were specified by Chris Wayne & Associates. The fee for each meter is based upon the size of the meter (\$591.28 for a 1" meter and \$884.88 for a 1.5" meter) and there also is a water usage fee for each meter (approximately \$1.315 per square foot) which is based upon the area in square feet of irrigation. We calculated the square footage areas of irrigation and provided that information to SUA when we initially submitted the plans for review. The total connection fee is \$29,694.36 and is a one-time fee. There is also a monthly fee that SUA assesses for each meter (\$30.97 for a 1" meter and \$61.87 for a 1.5" meter) and a water consumption fee per meter (\$0.43 per thousand gallons up to 6,000 gallons and \$2.69 per thousand gallons for over 6000 gallons). Please contact me if you have any questions with the forgoing information or the attachments. Thank you.

JON P. WEBER, PSM
Director (Palm Beach)



Broward

phone: 954.921.7781
fax: 954.921.8807

West Palm Beach

phone: 561.684.6161
fax: 561.684.6360

Orlando

phone: 407.423.0523
fax: 407.926.7761

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Calvin Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Broward

phone: 954.921.7781
fax: 954.921.8807

West Palm Beach

phone: 561.684.6161
fax: 561.684.6360

Orlando

phone: 407.423.0523
fax: 407.926.7761

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Seacoast Utility Authority Meter Application Guarantee Deposit Receipt

4200 Hood Road, Palm Beach Gardens, FL 33410
Customer Service: 561-827-2920 / Executive Office: 561-827-2900 / Fax: 561-824-2839

Date:	9/11/2008	Lot:	
Receipt #:	12609	Sub-Division:	*Individual Meters*
By:	Cheryl		

Customer:	TOWN OF LAKE PARK	Phone:	661-881-3300
Service Location:	10TH ALLEYWAY & W. JASMINE DR. (E. SIDE) L.P. FL 33403		
Mailing Address:	535 PARK AVE, L.P. FL 33403		

Hold for Customer - Date Called: _____ **Name:** _____

Connection Information:

Meter Size:	1"	Set Date:	
Comment:	IRRIGATION	App. Date:	9/11/2008
ERC Calculation:	1,233.00 SF Irrigation		= 1.081 Water ERC's -
	1,233.00 SF Irrigation		= 0.000 Sewer ERC's

Notes: CUSTOMER TO SET BACKFLOW

Connection Charges:

- \$1,621.50 Water [1.081 @ 100%] (Non-Refundable)
- \$0.00 Sewer [0.000 @ 100%] (Non-Refundable)
- \$591.28 Meter Fee (Non-Refundable)
- Backflow Preventer Installation Fee
- Tap-In Fee for Tapping Into Main (Non-Refundable)
- Customer Deposit (Refundable - Residential Customers Only)
- Other Charges ()

\$2,212.78 Total

Customer Deposits are NOT Negotiable or Transferable



Seacoast Utility Authority Meter Application Guarantee Deposit Receipt

4200 Hood Road, Palm Beach Gardens, FL 33410
Customer Service: 561-627-2920 / Executive Office: 561-627-2900 / Fax: 561-624-2839

Date:	9/11/2008	Lot:	
Receipt #:	12511	Sub-Division:	*Individual Meters*
By:	Cheryl		

Customer:	TOWN OF LAKE PARK	Phone:	561-881-3300
Service Location:	10TH ALLEYWAY & LAUREL DR. (E. SIDE) L.P. FL 33403		
Mailing Address:	535 PARK AVE, L.P. FL 33403		

Hold for Customer - Date Called: _____ **Name:** _____

Connection Information:

Meter Size:	1"	Set Date:	
Comment:	IRRIGATION	App. Date:	9/11/2008
ERC Calculation:	828.00 SF Irrigation		= 0.726 Water ERC's
	828.00 SF Irrigation		= 0.000 Sewer ERC's

Notes: CUSTOMER TO SET BACKFLOW

Connection Charges:

- \$1,089.00 Water [0.726 @ 100%] (Non-Refundable)
- \$0.00 Sewer [0.000 @ 100%] (Non-Refundable)
- \$591.28 Meter Fee (Non-Refundable)
- Backflow Preventer Installation Fee
- Tap-In Fee for Tapping into Main (Non-Refundable)
- Customer Deposit (Refundable - Residential Customers Only)
- Other Charges ()

\$1,680.28 Total

Customer Deposits are NOT Negotiable or Transferable



Seacoast Utility Authority Meter Application Guarantee Deposit Receipt

4200 Hood Road, Palm Beach Gardens, FL 33410
Customer Service: 561-627-2920 / Executive Office: 561-627-2900 / Fax: 561-624-2839

Date: 9/11/2008	Lot:	
Receipt #: 12510	Sub-Division: "Individual Meters"	
By: Cheryl		

Customer: TOWN OF LAKE PARK **Phone:** 561-861-3300
Service Location: 10TH ALLEYWAY & MAGNOLIA DR. (E. SIDE) L.P. FL 33403
Mailing Address: 535 PARK AVE, L.P. FL 33403

Hold for Customer - Date Called: **Name:**

Connection Information:

Meter Size: 1"	Set Date:	
Comment: IRRIGATION	App. Date: 9/11/2008	

ERC Calculation: 828.00 SF Irrigation	= 0.726 Water ERC's
828.00 SF Irrigation	= 0.000 Sewer ERC's

Notes: CUSTOMER TO SET BACKFLOW

Connection Charges:

- \$1,089.00 Water [0.726 @ 100%] (Non-Refundable)
- \$0.00 Sewer [0.000 @ 100%] (Non-Refundable)
- \$591.28 Meter Fee (Non-Refundable)
- Backflow Preventer Installation Fee
- Tap-In Fee for Tapping into Main (Non-Refundable)
- Customer Deposit (Refundable - Residential Customers Only)
- Other Charges ()

\$1,680.28 Total

Customer Deposits are NOT Negotiable or Transferable



Seacoast Utility Authority Meter Application Guarantee Deposit Receipt

4200 Hood Road, Palm Beach Gardens, FL 33410
Customer Service: 561-627-2820 / Executive Office: 561-627-2900 / Fax: 561-824-2839

Date: 9/11/2008	Lot:	
Receipt #: 12514	Sub-Division: *Individual Meters*	
By: Cheryl		

Customer: TOWN OF LAKE PARK **Phone:** 561-881-3300
 ALLEYWAY SO. of PARK AVE. mid blk. between 10 ST, & 9TH ST, (SO.
Service Location: side), LP 33403
Mailing Address: 535 PARK AVE, L.P. FL 33403

Hold for Customer - Date Called: **Name:**

Connection Information:

Meter Size: 1.6"	Set Date:	
Comment: IRRIGATION	App. Date: 9/11/2008	

ERC Calculation: 5,535.00 SF Irrigation	= 4.854 Water ERC's
5,535.00 SF Irrigation	= 0.000 Sewer ERC's

Notes: CUSTOMER TO SET BACKFLOW

Connection Charges:

\$7,281.00	Water [4.854 @ 100%] (Non-Refundable)
\$0.00	Sewer [0.000 @ 100%] (Non-Refundable)
\$884.88	Meter Fee (Non-Refundable)
	Backflow Preventer Installation Fee
	Tap-In Fee for Tapping Into Main (Non-Refundable)
	Customer Deposit (Refundable - Residential Customers Only)
	Other Charges ()

\$8,165.88 Total

Customer Deposits are NOT Negotiable or Transferable



Seacoast Utility Authority Meter Application Guarantee Deposit Receipt

4200 Hood Road, Palm Beach Gardens, FL 33410
Customer Service: 561-627-2920 / Executive Office: 561-627-2900 / Fax: 561-624-2839

Date:	9/11/2008	Lot:	
Receipt #:	12515	Sub-Division:	*Individual Meters*
By:	Cheryl		

Customer:	TOWN OF LAKE PARK	Phone:	561-881-3300
	ALLEYWAY SO. of PARK AVE. mid blk. between 9th ST. & 8TH ST. (SO. side), LP 33403		
Service Location:	side, LP 33403		
Mailing Address:	535 PARK AVE, L.P. FL 33403		

Hold for Customer - Date Called: _____ **Name:** _____

Connection Information:

Meter Size:	1.5"	Set Date:	
Comment:	IRRIGATION	App. Date:	9/11/2008
ERC Calculation:	4,725.00 SF Irrigation		= 4,144 Water ERC's
	4,725.00 SF Irrigation		= 0.000 Sewer ERC's

Notes: CUSTOMER TO SET BACKFLOW

Connection Charges:

\$6,216.00	Water [4.144 @ 100%] (Non-Refundable)
\$0.00	Sewer [0.000 @ 100%] (Non-Refundable)
\$884.88	Meter Fee (Non-Refundable)
	Backflow Preventer Installation Fee
	Tap-In Fee for Tapping into Main (Non-Refundable)
	Customer Deposit (Refundable - Residential Customers Only)
	Other Charges ()

\$7,100.88 Total

Customer Deposits are NOT Negotiable or Transferable



Seacoast Utility Authority Meter Application Guarantee Deposit Receipt

4200 Hood Road, Palm Beach Gardens, FL 33410
Customer Service: 561-627-2920 / Executive Office: 561-627-2900 / Fax: 561-624-2839

Date:	9/11/2008	Lot:	
Receipt #:	12512	Sub-Division:	"Individual Meters"
By:	Cheryl		

Customer:	TOWN OF LAKE PARK	Phone:	561-881-3300
Service Location:	GREENBRIAR CT MID BLK between 10TH ST & 9TH ST., LP 33403		
Mailing Address:	535 PARK AVE, L.P. FL 33403		

Hold for Customer - Date Called: _____ **Name:** _____

Connection Information:

Meter Size:	1.5"	Sat Date:	
Comment:	IRRIGATION	App. Date:	9/11/2008

ERC Calculation:	3,753.00 SF Irrigation	= 3.291 Water ERC's
	3,753.00 SF Irrigation	= 0.000 Sewer ERC's

Notes: CUSTOMER TO SET BACKFLOW

Connection Charges:

\$4,936.50	Water [3.291 @ 100%] (Non-Refundable)
\$0.00	Sewer [0.000 @ 100%] (Non-Refundable)
\$884.88	Meter Fee (Non-Refundable)
	Backflow Preventer Installation Fee
	Tap-In Fee for Tapping into Main (Non-Refundable)
	Customer Deposit (Refundable - Residential Customers Only)
	Other Charges ()

\$5,821.38 Total

Customer Deposits are NOT Negotiable or Transferable



**Seacoast Utility Authority
Meter Application Guarantee Deposit Receipt**

4200 Hood Road, Palm Beach Gardens, FL 33410
Customer Service: 561-627-2920 / Executive Office: 561-627-2900 / Fax: 561-624-2839

Date:	9/11/2008	Lot:	
Receipt #:	12513	Sub-Division:	"Individual Meters"
By:	Cheryl		

Customer: TOWN OF LAKE PARK **Phone:** 561-881-3300
 10th ALLEYWAY half Blk between GREENBRIAR CT & W. JASMINE DR.
Service Location: (E. SIDE), LP 33403
Mailing Address: 535 PARK AVE, L.P. FL 33403

Hold for Customer - Date Called: **Name:**

Connection Information:

Meter Size:	1.5"	Set Date:	
Comment:	IRRIGATION	App. Date:	9/11/2008

ERC Calculation:	2,960.00 SF Irrigation	= 2.596 Water ERC's
	2,980.00 SF Irrigation	= 0.000 Sewer ERC's

Notes: CUSTOMER TO SET BACKFLOW

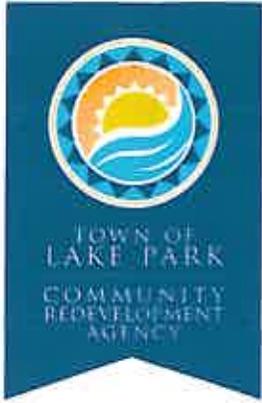
Connection Charges:

- \$3,894.00 Water [2.596 @ 100%] (Non-Refundable)
- \$0.00 Sewer [0.000 @ 100%] (Non-Refundable)
- \$884.88 Meter Fee (Non-Refundable)
- Backflow Preventer Installation Fee
- Tap-In Fee for Tapping Into Main (Non-Refundable)
- Customer Deposit (Refundable - Residential Customers Only)
- Other Charges ()

\$4,778.88 Total

Customer Deposits are NOT Negotiable or Transferable

TAB 4



**CRA
Agenda Request Form**

Meeting Date: January 21, 2009

Agenda Item No.

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input checked="" type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: Commercial Lease for CRA Office

RECOMMENDED MOTION/ACTION: Approval

Approved by Executive Director *De Davis* Date: *1/15/09*

Prepared By: R. Don O'Donniley, CRA Economic Development Director	Costs: \$ 5,599.92 Funding Source: CRA Acct. # 110-55-552-520- 4400	Attachments: Commercial Lease Agreement
--	--	--

Summary Explanation/Background: Attached is the Commercial Lease Agreement for 941-A Park Avenue as the office space for the CRA Economic Development Director. Staff requests approval with authorization to negotiate minor adjustments in terms within the stated rent schedule

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the Lease), entered into this ___ day of January, 2009, between **JPL PROPERTIES, INC.**, hereinafter the **LANDLORD**, whose address is 2934 Westgate Avenue, West Palm Beach, FL 33409, and the **TOWN OF LAKE PARK Community Redevelopment Agency**, whose address is 535 Park Ave, Lake Park, FL 33403, hereinafter the **TENANT**,:

In consideration of the covenants and agreements recited hereinbelow the Landlord hereby rents to Tenant the property at **941 Park Avenue, Lake Park, Florida, 33403 (the Premises)**

1. **The Premises is** to be used as an Office and for no other purposes or uses.
2. The Premises is to be leased to the Tenant for a term of five years, subject and conditioned on the provisions of paragraph ___ of the Lease. The term of the Lease shall begin the 15th. day of February, 2009, and end on February 15, 2013.
3. The rent during the term shall be \$466.66. plus tax (if applicable) per month. In the event payment of rent is not received by the 5th day of each month during the term, Tenant shall be assessed and shall pay a late fee of 10% of the monthly amount due.
4. Landlord will lease to Tenant the front half of unit; a total of 400 square feet with use of a handicap accessible bathroom located in the rear half of the unit. Landlord will occupy the rear half of the unit strictly for dead storage of files approximately 350 square feet. Each unit will have lockout with common use of the hallway to rear. Tenant will have 24 hour access to front and rear door. Landlord will only have access from rear. Utility bills will be split as follows Electric: 40% Landlord 60% Tenant Water, Sewer: 25% Landlord 75% Tenant, Garbage: 50% Landlord 50% Tenant.

5. All rental payments shall be made to Landlord at the address specified above. At the end of the fifth year, the parties may agree to exercise mutual options to renew the five year term and if renewed the rent shall be adjusted pursuant to the Consumer Price Index..

6. The Tenant shall not assign the Lease, nor sub-let the Premises, or any part thereof nor use the same, or any part thereof, not permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the Landlord, and all additions, fixtures or improvements which may be made by Tenant, except moveable objects shall become the property of the Landlord and remain upon the Premises as a part thereof, and be surrender same with the Premises at the termination of this Lease.

7. All personal property placed or moved into the Premises above described shall be at the risk of the Tenant or owner thereof, and Landlord shall not be liable for any damage to said personal property, or the Tenant arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

8. The Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and County Government and of any and all their Departments and Bureaus applicable to said Premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at the Tenants own cost and expense.

9. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the life of the Lease, whereby the same shall be rendered in the opinion of the Tenant untenable, then the Landlord shall have the right to render said Premises tenantable by repairs within ninety days there from. If said Premises are not in the opinion of the Tenant rendered tenantable within said time, either party may cancel the Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be in writing.

10. The prompt payment of the rent for the Premises upon the dates named, and the faithful observance of the rules and regulations printed upon the Lease, and which are hereby made a part of the covenant, and of such other and further rules or regulations as may be hereafter made by the Landlord, are the conditions upon which the Lease is made and accepted and any failure on the part of the Tenant to comply with the terms of the Lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Landlord, shall at the option of the Landlord, work a forfeiture of the Lease, and all of the rights of the Tenant hereunder.

11. If the Tenant shall abandon or vacate the Premises on or before the expiration of the term, or the Landlord may enter the Premises without being liable in any way therefore, and release the Premises with or without any furniture that may be, therein, as the agent for the Tenant, at such price and upon such terms and for such duration of term as the Landlord may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Landlord over and above the expenses to Landlord in such re-leasing, the said Tenant shall pay any deficiency, and if more than the full rental is realized Landlord will pay over to said Tenant the excess of demand.

12. In the event Landlord shall be required to enforce the payment of rental terms of the Lease and prevails in said action, Tenant shall pay the cost of collection and attorney's fees on any part of said rental that may be collected by suit or by attorney, after the same is past due.

13.. The said Tenant hereby pledges and assigns to the Landlord all the furniture, fixtures, goods and chattels of Tenant, which shall or may be brought or put on the Premises as security for the payment of the rent, and Tenant agrees that a lien may be enforced by distress foreclosure or otherwise at the election of the Landlord.

14. It is hereby agreed between the parties that in the event the Landlord decides to remodel, alter or demolish all or any part of the Premises leased hereunder, or in the event of the sale or long term Lease of all or any part of the premises; requiring this space, the Tenant shall vacate the Premises upon 60 days advance written notice and the return of any advance rental and/or security deposit. It is furthered agreed between the parties that should any of these events occur or should Tenant no longer require the use of the Premises during the term of the Lease, Tenant may elect to cancel the Lease upon 60 days advance written notice to Landlord.

15. The Landlord, or any of his agents, shall have the right to enter the Premises during all reasonable hours, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation of the Premises, and to put or keep upon the doors or windows thereof a notice "For Rent" at any time within 30 days before the expiration of the Lease. The right of entry shall likewise exist for the purpose of removing place cards, signs, fixtures, alterations, or additions, which do not conform to the Lease, or to any written rules and regulations pertaining to the Premises..

16 Tenant hereby acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times, maintain the premise in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premise. Tenant shall surrender the Premises in the condition they are in at the beginning of this Lease and shall maintain the Premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof, and to make good to said Landlord immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant. Landlord expressly agrees to finish Tenant's space in

accordance with a set of plans attached and incorporated herein by reference as a material term of the Lease.

17. It is expressly agreed and understood by the parties, that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes or other leakage in or about the said building.

18. Tenant hereby waives and renounces for himself and family any and all homestead and exemptions rights he may have now, or hereafter, under or by virtue of the constitution and laws of this State, or of any other State, or of the United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this agreement.

19. The Lease shall bind the parties and their assigns or successors, heirs, personal representatives..

20 It is understood and agreed between the parties that time is of the essence in the performance of all terms and conditions contained herein.

21. It is understood and agreed between the parties that the written notice via certified mail or delivered to the parties at their respective addresses referenced hereinabove shall constitute sufficient notice for the receiving party to comply with any of the terms of the Lease

22. The rights of the Landlord under the foregoing shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

23. It is further understood and agreed between the parties hereto that any charges against the Tenant by the Landlord for service or for work done on the premises by order of the Tenant or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

24 It is hereby agreed by the parties that any signs or advertising to be used, including awnings, in connection with the Premises leased hereunder shall be first submitted to the Landlord for approval before installation of same.

25. RADON GAS NOTIFICATION: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from the Palm Beach County Public Health unit.

26. The Tenant at its expense shall maintain plate glass and public liability insurance including bodily injury and property damage insuring the Landlord and Tenant. Tenant at its expense shall exterminate the unit on as needed basis.

27. The Lease shall be construed in accordance with the laws of Florida. Venue for any action by either party to enforce the terms of the Lease shall be in Palm Beach County. In the event either party shall file an action to enforce the terms of the Lease, the prevailing party shall be entitled to recover its costs and attorney fees incurred.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written.

**Community Redevelopment Agency
TOWN OF LAKE PARK
535 Park Avenue
Lake, Park, FL 33403
561-606-6787**

**JPL PROPERTIES, INC.
2934 Westgate Avenue
West Palm Beach, FL 3340
561-624-1936**

TAB 5

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: January 21, 2009

Agenda Item No. **5**

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Business Development Loan Program

RECOMMENDED MOTION/ACTION: Approval

Approved by Executive Director W. Davis Date: 1/13/09

Don O'Donniley, Economic Director, CRA 1/14/09
Name/Title Date of Actual Submittal

Originating Department: Executive Director CRA	Costs: \$ 100,000 Funding Source: CRA Acct. # 110-55-552-520-82200	Attachments: Business Development Loan Program Description, Application, and Agreement
Department Review: <input checked="" type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk <u>VML</u> _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	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.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Business Development Loan Program assists businesses with low interest loans that apply to business start up, operations and interior improvements. The proposed loan program focuses on selection criteria that implements CRA Plan goals.

**Town of Lake Park
Community Redevelopment Agency (CRA)
Business Development Loan Program for Lake Park CRA**

Summary:

The Business Development Loan Program is available to assist small businesses within the CRA in Lake Park, Florida. Priority will be given to new businesses operating in the CRA for their first year. Loans will be made for up to ten (10) years, with payments due on a monthly basis and the amount of repayment scheduled at two percent (2%) per annum interest rate, with principal and interest amortized for the term of the loan. The size of the loan will be determined by the CRA Board, based on recommendations by the CRA staff. In no event will a loan of more than fifty thousand (\$50,000) be made.

Eligibility

All businesses located within the Town of Lake Park CRA that complete an application that demonstrate the loan sought will advance the purposes established by the CRA Plan and its Update. Each business will be limited to one loan within any given three (3) year period. Availability of funding will be determined at the sole discretion of the CRA Board for each operating budget year.

Types of Business Development Activities

Interior

- Interior refinishes or upgrades
- Rent or purchase of space

Business Operations

- Advertising, including broadcast, print, signage and electronic media
- Supplies and/or equipment
- Business merchandise
- Operating expenses, including required fees, salaries, etc.

Application Process

Applications for the Business Development Loan Program are available at the Lake Park CRA. All applications are subject to final approval by the Lake Park CRA Board. Applications must be received a minimum of six (6) weeks prior to consideration by the CRA Board. Applicants are urged to present a complete Business Plan, including a detailed description of the activities proposed to be funded by the loan; including a line item budget. Successful applications will require the Applicant to enter into a Promissory Note.

Application Review Criteria

The CRA reserves the right to grant, modify or deny any application based upon its sole discretion. However, the following are criteria that may be employed:

- Applicant(s) projects likelihood of assisting revitalizing the CRA
- The resulting fiscal benefit of the project to the Town of Lake Park
- Compliance with the CRA Plan, the CRA Plan Update and zoning.
- The extent to which the business will add to the goal of diversity of business activities within the targeted objectives stated in the adopted CRA Plan and the CRA Plan Update
- The opportunities and competition to the business
- The Applicant(s) ability to demonstrate knowledge of marketing
- The level and type of service to be offered
- The contents of the Business Plan

Town of Lake Park
Community Redevelopment Area, Economic Development
535 Park Avenue
Lake Park, 33403
(561) 603-6787

**TOWN OF LAKE PARK
Community Redevelopment Agency (CRA)**

**BUSINESS DEVELOPMENT LOAN
APPLICATION FORM**

Application Date: _____

Project Description

Applicants Name: _____ Title: _____
Applicants Address: _____
Telephone: _____ Fax: _____
Email: _____

Location of the Business: _____
Property Control Number: _____

Name of the Business: _____
Business Federal ID#: _____
Type of Ownership: _____

Mailing Address of Ownership: _____
Ownership Contact Person: _____
Telephone: _____ Fax: _____

Proposed Business Development Activity

(Attach additional sheets if needed to fully describe)

Town of Lake Park, Florida, Community Redevelopment Agency

Contact Person: _____ Title: _____
Mailing Address: _____

Telephone: _____ Fax: _____
Email: _____

NOTE: A copy of the Proposed or Executed Lease is REQUIRED.

Applicant Name (Printed)

Applicant's Signature

Name of Site Owner of Record

Date: _____

Town of Lake Park CRA Signature

Date: _____

Required Attachments

The following are required to be submitted with the original application form. Initial each item to certify it is attached. All applications received without any single required item of submittal will be returned and not accepted for submittal:

- _____ Business Structure
- _____ Description of Business structure (Corporation, partnership, joint venture, etc)
- _____ Documentation (Executed Business Structure Agreement)
- _____ Business Plan (Current year and following year)
- _____ Budget and Timetable (Current year and following year)
- _____ Evidence of Available funding
- _____ List of Assets to used, including all office equipment
- _____ Resume(s)
- _____ Map locating the location of the proposed improvement
- _____ Evidence of ownership, leased hold or Binding Option for the location of Façade improvement
- _____ Letter from Community Development for "Zoning Compliance" of existing and proposed use
- _____ Tax returns for the business entity or parties for the last three years
- _____ Verification of business experience or training

Town of Lake Park
Community Redevelopment Area, Economic Development
535 Park Avenue
Lake Park, 33403
(561) 603-6787

TAB 6

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: January 21, 2009

Agenda Item No. 6

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> Other: |

SUBJECT: Façade Improvement Program for Park Avenue

RECOMMENDED MOTION/ACTION: Approval

Approved by Executive Director W. J. Davis Date: 1/13/09

Don O'Donniley, Economic Director, CRA
Name/Title

1/14/09
Date of Actual Submittal

Originating Department: Executive Director CRA	Costs: \$ 125,000 Funding Source: CRA Acct. # 110-55-552-520-82110	Attachments: Façade Improvement Program Description, Application, and Agreement
Department Review: <input checked="" type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk <u>VML</u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	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.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Façade Improvement Program assists businesses with matching grants for exterior facade improvements. The proposed grant program focuses on selection criteria that implements CRA Plan goals.

**Town of Lake Park
Community Redevelopment Agency (CRA)
Façade Improvement Program for Park Avenue**

Summary:

The Town of Lake Park has developed a Façade Improvement matching grant program. The program is designed to assist owners or tenants with visible exterior improvements to any existing building located on Park Avenue between 7th Street and the Florida East Coast (FEC) Railroad. The program is flexible in the amount that can be granted but generally will not exceed \$25,000. Where the applicant is extending the front façade forward toward Park Avenue or providing with the façade improvement an outdoor courtyard or dining area toward Park Avenue, the grant amount may increase up to \$50,000. The applicant is expected to match the grant award dollar for dollar. Any project that meets the Florida Green Building Coalition or a LEED standard may receive a 10% higher grant without any matching requirement upon proof of certification. Each application will require approval by the Lake Park CRA Board. Funds are budgeted on an annual basis and are subject to availability. Board approval will be based on the extent to which the applicant is judged to meet the Goals and Objectives of the Lake Park CRA Plan and the Update to the Plan. Copies of these documents are available at the CRA Economic Development office located at 107 Lake Drive, Lake Park, Florida. Each applicant shall provide before and after views in an electronic format capable of reproduction.

Eligibility

All private property owners with property facing Park Avenue or tenants that have obtained written consent from the owner between 7th Street and the FEC Railroad are eligible to be applicants. Each owner may apply individually for each store front owned. However, the CRA will require an overall design scheme for any given structure.

Type of Improvements:

- Replacement of windows and doors
- Exterior finish, siding, or painting
- Irrigation (Note: up to a 10% grant increase for the cost associated with this element only will be granted for the cost associated with this element only or as part of an overall sustainable designation if site run off is used as irrigation)
- Landscaping and walkways
- Architectural features such as arcades, balconies, porches, awnings, shutters or fenestration
- ADA improvements
- New construction which extends the front façade forward to Park Avenue

- Design services up to 10% Of the total award
- Any other physical improvement to a façade approved by the Board

Time of Performance:

Time shall be considered of the essence and the proposed work must pass final inspection within 160 days from a written notice to proceed unless an extension is agreed to by all parties in writing. This program may be used by each applicant only one time within a three year period unless this limitation is waived by the Board

Fund Disbursement:

A successful applicant may draw 10% down upon receipt of a Notice to Proceed for purchase of materials. Each subsequent draw shall be supported by written receipts, cancelled checks and any required approval by the Town Building Department submitted at the close of each month, along with assurance no lien has been filed by a supplier or subcontractor until completion. The CRA shall withhold a final draw of 5% to be paid only upon issuance of a Certificate of Completion by the Building Official. The Lake Park CRA shall retain the right to place a lien against the property.

Application Review Criteria

The CRA reserves the right to grant, modify or deny any application based upon its sole discretion. However, the following are criteria that may be employed:

- Applicant(s) professional qualifications.
- Applicant(s) experience in the type of business or closely related field.
- Applicant(s) references.
- Applicant(s) documented financial capacity to obtain financing or funding.
- Applicant(s) projects likelihood of assisting revitalizing the CRA.
- Applicant(s) project contribution to physical and visual linkages.
- The resulting fiscal benefit of the project to the Town of Lake Park.
- Increase in an attractive environment for pedestrians..
- Impact on traffic and parking in the vicinity of the proposed improvement.
- Compliance with the CRA Plan, the CRA Plan Update, the Design Guidance Manual and PADD zoning.
- The contents of the Business Plan.
- The scope of work described for the façade improvements.

Town of Lake Park
 Community Redevelopment Area, Economic Development
 535 Park Avenue
 Lake Park, 33403
 (561) 603-6787

**TOWN OF LAKE PARK
Community Redevelopment Agency (CRA)**

**FAÇADE GRANT
APPLICATION FORM**

Application Date: _____

Project Description

Applicants Name: _____ Title: _____
Applicants Address _____
Telephone: _____ Fax: _____
Email: _____

Location of the Project: _____
Property Control Number: _____

Name of the Business: _____
Business Federal ID#: _____
Type of Ownership: _____

Mailing Address of Ownership: _____
Ownership Contact Person: _____
Telephone _____ Fax: _____

Project: _____

(Attach additional Sheets if needed to fully describe the project)

Town of Lake Park, Florida, Community Redevelopment Agency

Contact Person: _____ Title: _____
Mailing Address: _____
Telephone: _____ Fax: _____

Email: _____

NOTE: A copy of the Proposed or Executed Lease is REQUIRED.

Applicant Name (Printed)

Applicant's Signature

Owner's Signature

Date: _____

Date: _____

Town of Lake Park CRA Signature

Title: _____

Date: _____

Required Attachments

The following are required to be submitted with the original application form. Initial each item to certify it is attached. All applications received without any single required item of submittal will be returned and not accepted for submittal:

- _____ Business Structure.
- _____ Description of Business structure (Corporation, partnership, joint venture, etc).
- _____ Documentation (Executed Business Structure Agreement).
- _____ Business Plan (Current year and following year).
- _____ Budget and Timetable (Current year and following year).
- _____ Evidence of available funding.
- _____ List of Assets to be used; including all office equipment.
- _____ Resume(s).
- _____ Map locating the location of the proposed improvement.
- _____ Copy of the Plan Set, including landscaping, site, and elevations for the façade improvement.
- _____ Evidence of ownership, leased hold or Binding Option or tenancy for the location of the proposed Façade improvement.
- _____ Letter from Community Development for "Zoning Compliance" of existing and proposed use.

_____ Tax returns for the business entity or parties for the last three years.
_____ Verification of business experience or training.

Town of Lake Park
Community Redevelopment Area, Economic Development
535 Park Avenue
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(561) 603-6787