Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board Meeting
Wednesday, January 7, 2015, 6:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met on Wednesday, January 7, 2015 at 6:30 p.m. Present were Chair James DuBois, Vice-Chair Kimberly Glas-Castro, Board Members Erin Flaherty, Michael O'Rourke, Kathleen Rapoza, and Christina Francois, Executive Director Dale S. Sugerman, and Agency Clerk Vivian Mendez.

Agency Clerk Mendez performed the roll call and Chair DuBois led the pledge of allegiance.

Special Presentation/Report:
None

Public Comment:
None

Consent Agenda:
1. Approval of CRA Board Meeting Minutes of October 1, 2014.
2. Authorizing a Three Month Extension to the Current Landscape Maintenance Contract with Chris Wayne and Associates.

Motion: Board Member Flaherty moved to approve the consent agenda; Board Member O'Rourke made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Michael O'Rourke	X		
Board Member Kathleen Rapoza	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair James DuBois	X		

Motion passed 6-0.

NEW BUSINESS:
3. Appointing an Interim Executive Director.

Executive Director Sugerman explained that with the retirement of the current Executive Director, the CRA Board will need to appoint an Interim Executive Director.

Motion: Vice-Chair Glas-Castro moved to appoint the Interim Town Manager as the Interim Executive Director; Board Member Rapoza made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Michael O'Rourke	X		
Board Member Kathleen Rapoza	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair James DuBois	X		

Motion passed 6-0.

4. Authorizing the Chair of the CRA to Sign a License Agreement with One Park Place, LLC for Use of the "Town Green" at 801 Park Avenue.

Executive Director Sugerman explained the item (see Exhibit "A"). Chair DuBois asked if there was a 90-day termination clause in the agreement for either party. Executive Director Sugerman stated that there was a 90-day termination clause in the agreement. Board Member Flaherty asked if the agreement covered only the green space. Executive Director Sugerman stated yes, it would only cover the undeveloped green space. Vice-Chair Glas-Castro asked if the prior permits that had not been issued were unresolved. Executive Director Sugerman explained that previous permits had all expired; there are no current active permits and no vested rights to the improvements of the building. He stated that things like the Palm Beach County Impact Fees were still in place. Vice-Chair Glas-Castro asked if a path of resolution had been determined. Executive Director Sugerman explained that a path of resolution had been determined, which he had included in his monthly report. He stated that staff has met with the owner and general contractor several times over the past few months and staff is hopeful that the plans would be submitted in the next 60 to 90 days. Vice-Chair Glas-Castro asked if the owner plans on moving forward with phase II. Executive Director Sugerman stated that when the meetings first began with the owner staff was told that the intension was to move forward with phase II. He stated that in the most recent meeting, which took place about three weeks ago, the discussion was about completing the first building with an acknowledgment that it would make sense to complete the second phase of the project. Phase I of the project would be completing the last 15 percent of the building, phase II would be 100 percent completion of the building. Board Member Rapoza asked when the owner would be coming forward with plans for phase II. Executive Director Sugerman stated that he did not have a sense of when the owner would bring forward plans for phase II. Board Member Francois stated that the agreement has a 90-day termination clause, although it is a 5 year agreement. Chair DuBois stated that if either party wants out of the agreement they would have 90-days to do so. Agency Attorney Baird clarified that if the intent of the Board was to have a 90-day termination clause, then paragraph 5 of the agreement would need to be changed. He explained that paragraph 5 states that if either party wants to terminate the contract they would need to provide written notice 90-days prior to the termination date.

Motion: Board Member Flaherty moved to authorize the chair of the CRA Board to sign a license agreement with One Park Place, LLC for use of the "Town Green" at 801 Park Avenue; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Michael O'Rourke	X		
Board Member Kathleen Rapoza	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair James DuBois	X		

Motion passed 6-0.

EXECUTIVE DIRECTOR REPORT:

Executive Director Sugerman explained that there were five new businesses in the CRA during this quarter, with the five new business generating 55 new jobs. He stated that 801 Park Avenue is under contract to finish the project.

BOARD MEMBERS COMMENTS:

Board Member Francois wished everyone a Happy New Year.

Board Member Rapoza had no comments.

Board Member Flaherty had no comments.

Board Member O'Rourke had no comments.

Vice-Chair Glas-Castro had no comments.

Chair DuBois thanked staff for their work on the CRA.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Rapoza and seconded by Board Member Flaherty, and by unanimous vote, the meeting adjourned at 6:50 p.m.

Chair, James DuBois

Agency Clerk, Vivian Mendez, CMC

Town Seal

Approved on this 4 of March, 2015

Exhibit "A"

CRA
Agenda Request Form

Meeting Date: January 7, 2015 **Agenda Item No.** 4

Agenda Title: Authorizing the Chair of the CRA to Sign a License Agreement with One Park Place, LLC for Use of the "Town Green" at 801 Park Avenue

[ ]	SPECIAL PRESENTATION/REPORT	**[X]**	**CONSENT AGENDA**
[ ]	OLD BUSINESS	[ ]	NEW BUSINESS: Resolution
[ ]	DISCUSSION FOR FUTURE ACTION	[ ]	OTHER: General Business

Approved by Executive Director: _____ **Date:** 12/22/14

Dale S. Sugerman – CRA Executive Director
Name/Title

Originating Department: **Executive Director**	Costs: $ **0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** → **License Agreement**

Summary Explanation/Background:

In October 2009, the Town's Community Redevelopment Agency (CRA) entered into a 5-year exclusive license agreement with the Ahrens Companies (then owner) to be able to utilize the Phase 2, undeveloped green area of their property for public use, in exchange for maintaining the site. Since then, the agreement expired and the property has been sold. The new owner, One Park Place LLC, represented by Mr. Robert Spiegel and Mr. Steve Fisher as the contractor, has verbally agreed since October 2014 to allow the Town the continued use of the property. In order to memorialize these terms with the new owner, the CRA is being asked to review and approve the same license agreement previously approved, but for a new, additional five-year term with the new owner, One Park Place LLC.

Recommended Motion: I move to authorizing the Chair of the CRA to Sign a License Agreement with One Park Place, LLC for Use of the "Town Green" at 801 Park Avenue.

Do not write above this line - this space reserved for recording purposes

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EXCLUSIVE LICENSE AGREEMENT

This License Agreement ("Agreement") is made this _____ day of January 2015, by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA**, a public agency created pursuant to Section 163, Part III, Fla. Stat., whose principal place of business is located at 535 Park Avenue, Lake Park, Florida 33408, (the "CRA"), and **One Park Place, LLC** (the "Licensor") a Florida Limited Liability Company whose principal place of business is located at 11911 US-Highway-1, North Palm Beach, FL 33408.

WITNESSETH:

WHEREAS, the CRA is a distinct legal entity with such powers and authority as set forth in Section 163, Part III,

Fla. Stat. (2009), as amended from time to time; and

WHEREAS, the CRA has the authority to enter into contracts, agreements, and other instruments which are necessary to carry out and effectuate the purposes and provisions of Part III of Chapter 163, as more specifically detailed in Section 163.370, Fla. Stat.; and

WHEREAS, the Licensor is the sole fee simple owner of record of a 1.8± acre parcel of real property bearing a physical address of 801 Park Avenue, and which is generally located at the corner of 9th Street and Park Avenue (the "Property") in the Town of Lake Park, Palm Beach County, Florida; and

WHEREAS, the location of the entirety of the Licensor's Property (the "Property") is set forth in **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, the CRA and the Licensor have agreed that the Licensor shall allow the CRA to have a five year exclusive license to utilize a portion of the Licensor's Property (the "Licensed Property"), in exchange for the CRA's agreement to maintain and improve the Licensed Property, to the extent which is more specifically described herein, at the CRA's sole cost and expense, as well as allowing the CRA to perform other permitted uses and make additional improvements to and on the Licensed Property which are also detailed herein; and

WHEREAS, the location and legal description of the specific portion of the Licensor's Property which is the subject of this License Agreement, and which is intended to be used by the CRA as the Licensed Property and for the exclusive use and benefit of the CRA (excluding only the Licensor as provided herein), for the 5-year term of this Agreement is set forth in **Exhibit "B"**, which is attached hereto and made a part hereof; and

WHEREAS, the Parties desire to establish their respective rights and responsibilities with regard to this Agreement, and have therefore memorialized the terms of the Agreement in this instrument.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The above-stated recitals are true and correct and are hereby incorporated herein by reference.
2. **Representation of Ownership Rights**. The Licensor represents that it is the fee simple owner of the Property; that the Licensor has the right to enter into this Agreement; and that the person signing this Agreement has the authority to sign and execute this Agreement on behalf of the Licensor.

3. **Grant of Five-Year Exclusive License Agreement**.

(a) The Licensor desires to provide an exclusive license to the CRA, its successors and assigns, tenants, employees, agents, contractors, and the general public to use the Licensed Property for purposes of allowing the CRA, and its contractors, employees, agents, and other authorized persons, to maintain, use and improve the Licensed Property at any time during the term of the Agreement.

(b) The Licensor hereby grants an exclusive License to the CRA, the CRA's successors and assigns, tenants, licensees, employees, guests, agents, contractors, invitees, and the general public to use, maintain, and improve the Licensed Property, as well as perform any additional mutually agreed upon improvements to the Licensed Property during the term of the Agreement.

(c) The location of the Licensed Property is depicted on the location sketch attached hereto as **Exhibit "B"**, which is made a part hereof.

(d) The commencement date (the "Commencement Date") of this Agreement shall be upon execution of the Agreement by the chair of the CRA, following the initial execution of the Agreement by the Licensor, which shall occur first.

(e) The termination date (the "Termination Date") of this Agreement shall be five years from the Commencement Date, unless the Agreement is terminated for breach or otherwise at an earlier time by either of the Parties as provided for hereinbelow.

4. **Scope of License Rights of the CRA**. The License created, granted and conveyed by this instrument, includes the creation and conveyance of all incidental and ancillary rights reasonably necessary for the use, maintenance, improvement, and enjoyment of the Licensed Property by the CRA for its intended purposes, which are to use, maintain, and improve the Licensed Property, which also includes the right to hold public and community events and to park on site.

5. The License Term shall be for a period of five (5) years, unless either Party gives the other Party written intent to terminate the License Agreement at least 90days prior to the effective date of the termination of the Agreement. In addition, if either Party commits a material breach of this Agreement, the non-breaching Party shall have the right to terminate the Agreement effective immediately, unless the non-breaching party chooses to give the breaching Party an opportunity to cure the condition of the breach or default. This License shall be binding upon the Licensor and its successors and assigns, and shall run with, and be binding upon the Licensed Property and the Property, from the Commencement Date to the Termination Date, unless the Agreement is terminated earlier by either of the Parties. The Licensor. may for its own purposes, continue to utilize the Licensed Property, and shall retain a right of free ingress and egress under, over, and upon its Licensed Property, provided however, that the Licensor shall not grant any Agreement, lease, license, sublease, nor make any covenants or agreements permitting the use or occupancy of the Licensed Property to any other third party during the term of this Agreement without the advance written consent of the CRA.

6. **No Public Dedication**. Notwithstanding the intended broad use of the License herein granted, neither this instrument, nor anything done in connection herewith, shall constitute a dedication of any of the Property owned by the Licensor to either the general public, the Town of Lake Park, Palm Beach County, or any other governmental entity.

7. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Florida, with venue for any litigation concerning this Agreement to be in a court of competent jurisdiction located in Palm Beach County, Florida.

8. **Entire Agreement**. This Agreement (including the Exhibits) constitutes the entire Agreement deed, and supersedes all prior written and verbal agreements, representations, promises or understandings.

9. **Notices**. All communications given pursuant to this Agreement by registered or certified mail, return receipt requested, hand delivery, or

national overnight receipted delivery service (e.g. Federal Express) to the address of the Licensor stated below, or to such other address as the Licensor may hereafter give:

Licensor: One Park Place LLC
11911 US Highway 1, Suite 206
North Palm Beach, FL 33408-2862

CRA: Town of Lake Park Community Redevelopment Agency
Lake Park Town Hall
535 Park Avenue
Lake Park, FL 33408

10. **Severability.** If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

11. **Successors and Assigns**. Beginning on the Commencement Date, this Agreement applies to and binds the heirs, successors, executors, administrators, and assigns of the Licensor.

12. **Headings**. The headings used in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

13. **Binding Effect.** All of the terms and provisions of this Agreement shall run with the Property, and shall be binding upon the Licensor and its legal representatives, successors and permitted assigns, whether so expressed or not. In the event of the transfer of fee simple title in and to any portion of the Property, the conveying property owner shall be exonerated and relieved of all liabilities and obligations under this Agreement, which arise or take effect from and after the date on which the title is transferred to the subsequent owner, but the Licensor of the Agreement shall remain

responsible for those liabilities and obligations which arise or take effect under this Agreement prior to the date on which the title is transferred.

14. **Modifications**. Except as specifically set forth herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, without the written consent of the Town Commission of the Town of Lake Park, and then only by written instrument duly executed, acknowledged, and duly recorded in the Public Records of Palm Beach County.

15. **Limited Release of Liability by CRA.** In connection solely with this License Agreement, the CRA releases, acquits, and discharges the Licensor from any and all liability, causes of action, sums of money, accounts, reckonings, damages, judgments, claims and demands, in law or in equity, which the CRA may have at the time this Agreement is effective, and which directly arises out of the CRA's use, occupancy, maintenance and improvement of the Licensed Property during the term of this Agreement or any earlier period if the Agreement is terminated by either Party prior to the natural expiration of the term of the Agreement.

16. **Attorney's Fees.** The prevailing party in any action or proceeding in any court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable costs and expenses from the non-prevailing party.

IN WITNESS WHEREOF, the Licensor, Park Avenue, LLC, and the CRA have executed this License Agreement.

WITNESSES:

BY: _____
Print Name: _____

BY: _____
Print Name: BEATRICE SAVIN

LICENSOR:

One Park Place LLC,
a Florida Limited Liability Company

By: _____
Name: _____
Title: Managing Member

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of ~~January~~ December 2014, by Robert Spiegel, as Managing Member of ~~Park Avenue~~ ONE PARK PLACE, LLC, a Florida limited liability Company, on behalf of the Company. He is personally known to me or has produced Known as identification.

(Notary Seal)

DONNA L. IRWIN
MY COMMISSION # EE 129548
EXPIRES: January 12, 2016
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Donna L. Irwin
Name of Notary Typed, Printed or Stamped

WITNESSES:

BY: _____
Print Name: _____

BY: _____
Print Name: _____

CRA:

TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

By: _____
Name: _____
Title: Chairperson

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of January 2015, by _____, as the Chairperson of the TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, legal entity governed by the Lake Park City Commission, for a number of legal purposes which are set forth in Section 163, Part III, Fla. Stat. (2009), as amended from time to time and who is personally known to me or has produced _____ as identification.

(Notary Seal)

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped

LIST OF EXHIBITS:

Exhibit "A": The location of the Property as depicted on a site sketch.

Exhibit "B": The location of the Licensed Property as depicted on a site sketch.

Exhibit "A"

The location of the Property as depicted on a site sketch.

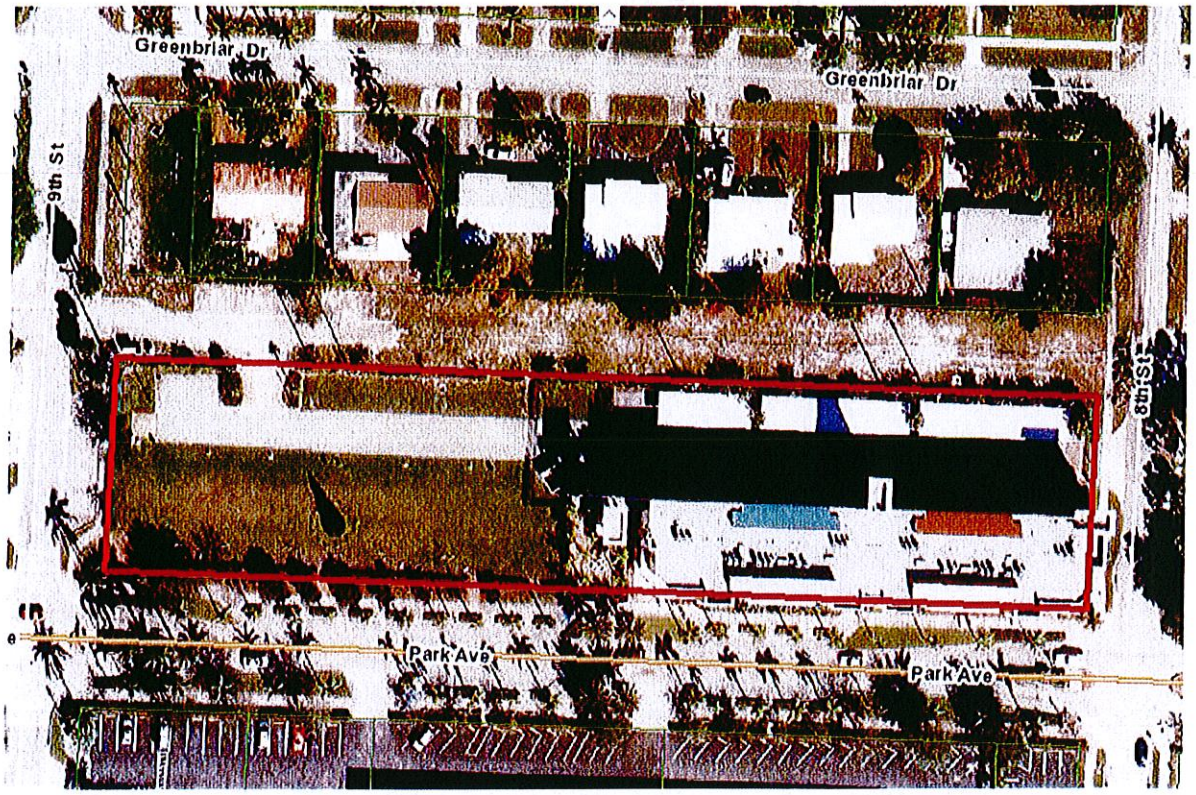

Exhibit "B"

The location of the Licensed Property as depicted on a site sketch.

AGENDA

Community Redevelopment Agency Meeting
Wednesday, January 7, 2015, 6:30 pm
Lake Park, Town Hall
535 Park Avenue

James DuBois	—	**Chair**
Kimberly Glas-Castro	—	**Vice-Chair**
Erin Flaherty	—	**Board Member**
Christiane Francois	—	**Board Member**
Michael O'Rourke	—	**Board Member**
Kathleen Rapoza	—	**Board Member**
Vacant		
Dale S. Sugerman, Ph.D.	—	**Executive Director**
Thomas J. Baird, Esq.	—	**Agency Attorney**
Vivian Mendez, CMC	—	**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/ ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATION/REPORT**
None

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 Agency 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.**

1. **Approval of CRA Board Meeting Minutes of October 1, 2014** **Tab 1**
2. **Authorizing a Three Month Extension to the Current Landscape Maintenance Contract with Chris Wayne and Associates** **Tab 2**

F. **NEW BUSINESS:**

3. **Appointing an Interim Executive Director** **Tab 3**

4. **Authorizing the Chair of the CRA to Sign a License Agreement with One Park Place, LLC for Use of the "Town Green" at 801 Park Avenue** **Tab 4**

G. **EXECUTIVE DIRECTOR REPORT:**

H. **BOARD MEMBER COMMENTS**

I. **ADJOURNMENT**

The next scheduled CRA Board Meeting will be conducted on April 1, 2015