

# AGENDA

Community Redevelopment Agency Meeting  
Wednesday, February 3, 2010, 7:00 P.M.  
Lake Park Town Hall  
535 Park Avenue

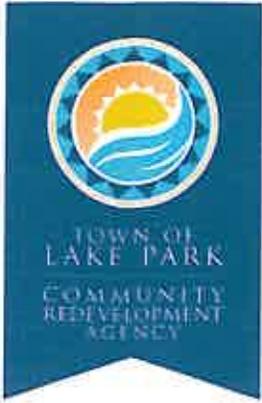
<b>Desca DuBois</b>	—	<b>Chair</b>
<b>Jeff Carey</b>	—	<b>Vice-Chair</b>
<b>Edward Daly</b>	—	<b>Board Member</b>
<b>Patricia Osterman</b>	—	<b>Board Member</b>
<b>Kendall Rumsey</b>	—	<b>Board Member</b>
<b>Christiane Francois</b>	—	<b>Board Member</b>
<b>Michelle McKenzie-Suiter</b>	—	<b>Board Member</b>
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<b>Maria V. Davis</b>	—	<b>Executive Director</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Agency Attorney</b>
<b>Vivian M. Lemley, CMC</b>	—	<b>Agency 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**
- 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



# TAB 1



**CRA  
Agenda Request Form**

**Meeting Date: February 3, 2010**

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"/> | <b>Consent</b> |
| <input type="checkbox"/> | Presentation                | <input type="checkbox"/>            | Other          |

**SUBJECT: Renewal of Intergovernmental Consultant (Lobbyist) Agreement**

**RECOMMENDED MOTION/ACTION:**

Approved by Executive Director *W.P. Davis* Date: *1/29/10*

<b>Prepared By:</b>  <b>Executive Director</b>	<b>Costs: \$13,500</b>  <b>Funding Source:</b> <b>Professional Services</b> <b>Acct. #</b>	<b>Attachments:</b> <b>Agreement for</b> <b>Professional Services,</b> <b>and Letter from Fausto</b> <b>Gomez</b>
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**Summary Explanation/Background: The Intergovernmental Consultant Agreement expires on February 6, 2010. Consultant Fausto Gomez has agreed that in the interest of the CRA's budget constraints, he has agreed to reduce his fee structure by 10% for Fiscal Year 2009/10.**

The total fee for the contract was \$30,000. The 10% reduction brings the total contract price to \$27,000. The Town's General Fund shares the expense by 50%, therefore the cost to the CRA is \$13,500, which has been budgeted accordingly. Mr. Gomez and the Town Attorney presented proposed Sober House Legislation at the Palm Beach County Legislative Hearing on January 27, 2010. Mr. Gomez will be assisting the Town with its Sober House legislation during the upcoming legislative session.

January 30, 2010

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 continue receiving benefits from Tallahassee. Notwithstanding the difficult budget circumstances, we secured and protected an initial funding allocation and obtained monies for the Library. Additionally, our firm helped protect the Town's revenue base by working to defeat various bills that would have imposed Revenue Caps as well as Property Tax Caps, established a moratorium on impact fees, extended permits and development orders for three years, and removed sovereign immunity protection from Bert Harris claims. On the policy front we were successful in defeating legislation that would have relaxed zoning regulations for community residential homes and prohibited local governments from enforcing ordinances that require mortgage holders to maintain and secure foreclosed properties failed. We are now focused on the Sober House issue as well as identifying potential legislative and agency resources.

I understand that my Agreement with Lake Park expires in February and I am prepared to again offer my services at the current rate. This includes the 10% reduction we negotiated last year. 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 continuing our relationship.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Fausto B. Gomez', with a horizontal line above it.

Fausto B. Gomez

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 6 day of February, 2008 between the Town of Lake Park, Florida (hereinafter referred to as "Town") and Gomez Barker Associates, Inc., a Florida for profit corporation whose principal place of business is 2350 CORAL WAY, #301 MIAMI, FLORIDA 33145 Florida (hereinafter referred to as "Gomez Barker").

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

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

**WHEREAS**, the Town desires that Gomez Barker to provide the consulting services as specified herein, in support of the Town's government relations and public affairs efforts at the state government level; and

**WHEREAS**, Gomez Barker has represented and warranted that it has special professional qualifications and the ability to provide the consulting services required by the Town, and is willing and able to provide same under the terms and conditions set forth in this Contract; and

**WHEREAS**, Gomez Barker was selected by the Town of Cutler Bay through the Competitive Consultant's Negotiation Act ("CCNA") to provide the same services as required by the Town, and the Town has determined that is in the best interest of the Town of Lake Park to "piggy-back" off the Cutler Bay contract award to Gomez Barker.

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

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

1. **CONTRACT TERM.**

1.1 The term of this Agreement shall be for a period of one (1) year, commencing on commencing on February 7, 2008 and terminating on February 6, 2009 unless terminated earlier pursuant to the provisions contained herein. The effective date ("Effective Date") of this Agreement shall be on the date the Agreement is executed by the Mayor of the Town after approval of the Agreement by the Town Commission. The Town shall have the option of renewing the Agreement at the expiration of the initial one-year term by giving Gomez Barker written intent to renew at least thirty days before the expiration of the initial term. The parties agree that time is of the essence in the performance of each any every obligation under this Agreement.

2. **CONSIDERATION AND INVOICING.**

2.1 For the performance of the services described in the attached **Schedule A** ("Scope of Work"), the Town shall pay Gomez Barker the compensation provided for in the attached **Schedule B** ("Compensation").

2.2 **Reimbursable expenses.** Gomez Barker shall be reimbursed for out-of-pocket expenses directly chargeable to the services provided to the Town under this Agreement, at the actual cost incurred. Reimbursable expenses include, but are not limited to: the actual cost of the preparing materials for distribution, printing, deliveries, federal express services, postage. Gomez Barker shall not charge for facsimile transmittal, travel

time, or telephone calls. These expenses shall conform to rates and allowances set forth in Section 112.061, Florida Statutes with regard to per diem and traveling expenses. Identifiable communication expenses, reproduction costs, sub-consultant fees, overnight deliveries and special accounting expenses not applicable to general overhead shall be reimbursed at actual cost. Prior to expending these expenses, Gomez Barker shall provide notice that an expense may be incurred.

- 2.3 Pursuant to Section 287.055(5)(a), Florida Statutes, execution of this Agreement by Gomez Barker shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. Gomez Barker agrees that the Town may adjust the consideration for this Agreement to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The Town shall make any such adjustment within one (1) year following the termination of this Agreement.
- 2.4 Gomez Barker's invoices shall be sent to the following address:
- Town of Lake Park  
Town Manager  
545 Park Avenue  
Lake Park, FL 33403
- 2.5 Gomez Barker shall bill the Town on a monthly basis. The Town shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the Town, and provided Gomez Barker has

performed the work according to the terms and conditions of this Agreement to the satisfaction of the Town.

3. **CONTRACT PERFORMANCE.**

3.1 Gomez Barker shall perform all required services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. Gomez Barker agrees that any such information provided to it by the Town shall only be used for the performance of this Agreement, and shall not be divulged to a third-party.

4. **INDEPENDENT CONTRACTOR.**

- 4.1 Gomez Barker is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and Gomez Barker, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Gomez Barker is free to provide similar services for others.
- 4.2 Gomez Barker shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Town. Any attempted assignment in violation of this provision shall be void.
- 4.3 Gomez Barker shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

- 4.4 All acts to be performed by Gomez Barker in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.
- 4.5 Pursuant to Section 287.055(6), Florida Statutes, Gomez Barker warrants that it has not employed or retained any person, other than a bona fide employee working solely for Gomez Barker, to solicit or secure this Agreement. Further Gomez Barker warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for Gomez Barker, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the Town may terminate this Agreement without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 4.6 Gomez Barker shall not be exempted from paying Florida Sales and Use taxes to the appropriate governmental agencies or for payment by Gomez Barker to fulfill its contractual obligations with the Town. Gomez Barker shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Agreement.
- 4.7 Gomez Barker, by its execution of this Agreement, acknowledges and attests that, neither it nor any of its affiliates who shall perform work which is intended to benefit the Town, have been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period

longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. Gomez Barker further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the Town, for any misstatement or lack of compliance with the mandates of said statute. The Town, in the event of such termination, shall not incur any liability to the Gomez Barker for any services provided.

5. **INDEMNIFICATION AND INSURANCE.**

5.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, Gomez Barker shall defend, indemnify, save, and hold the Town, including the Town Commission, and the Town's agents, elected and appointed officials, representatives, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by Gomez Barker, its subcontractors, agents, assigns, invitees, or employees in connection with this Agreement. Gomez Barker further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement.

5.2 Gomez Barker shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Agreement, which must include the following coverages and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of Gomez Barker for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of Gomez Barker and all subcontractors.
- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- d. PROFESSIONAL LIABILITY (malpractice and professional negligence) coverage with minimum limits of \$1,000,000.00 for all agents and employees of Gomez Barker.

- 5.3 The Town shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of Gomez Barker. There shall be a thirty (30) day notification to the Town, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of Gomez Barker to ensure that any subcontractors are adequately insured or covered under their policies.
- 5.4 All Certificates of Insurance shall be kept on file with the Town, and approved by the Town prior to the commencement of any work under this Agreement. The Town may at its discretion, require Gomez Barker to provide a complete certified copy of the insurance policy(s).
- 5.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.
- 5.6 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.
- 5.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance

in which the Town is named as an additional named insured shall not apply to Town.

5.8 Violation of the terms of this Paragraph and its sub-parts shall constitute a material breach of the Agreement by Gomez Barker and the Town, at its sole discretion, may cancel the Agreement, and all rights, title and interest of Gomez Barker shall thereupon cease and terminate.

6. **TERMINATION.**

6.1 Either party may terminate this Agreement without penalty by giving thirty (30) days notice of termination to the other party. In the event the Town terminates the agreement it shall pay Gomez Barker all fees earned up to the date of termination on a per diem basis at the rate of \$82.19 per day for any partial month. In the event of termination, Gomez Barker shall provide Town with a status report describing all actions taken by the firm in furtherance of the Town's legislative goals up through the date of termination and all files and other documents in Gomez Barker's possession relating to the Town or its legislative goals. The Town shall reimburse all reasonable costs incurred through the date of termination as provided in **Schedule B, Section 2**, upon submission of documentation justifying the necessity and reasonableness of any such expenses. The Town reserves the right to withhold payment of any expenses, which the Town, in its sole discretion, deems, are not adequately documented and/or are unreasonable and/or unnecessary and/or excessive.

6.2 The Town may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Gomez Barker. The

performance of work under this Agreement may be terminated by the Town in accordance with this clause in whole, or from time to time in part, whenever the Town shall determine that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to Gomez Barker of a Notice of Termination. In the event of termination, the Town shall compensate Gomez Barker for all authorized and accepted work performed through the termination date. The Town shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The Town may withhold all payments to Gomez Barker for such work until such time as the Town determines the exact amount due to Gomez Barker.

7. **RECORDS RETENTION/OWNERSHIP/AUDIT.**

- 7.1 Gomez Barker understands that all documents produced by Gomez Barker pursuant to this Agreement are public records and Gomez Barker must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. Gomez Barker shall indemnify and hold the Town harmless from any demands, claims, actions or lawsuits of any kind regarding Gomez Barker's failure to comply with Chapter 119, F.S. related to public records. Gomez Barker shall permit the Town or its designated agent to inspect all records maintained by Gomez Barker, which are associated with this Agreement at the location where they are kept upon reasonable notice.
- 7.2 The Town has not performed a pre-audit of Gomez Barker's financial and/or accounting records to verify actual or average direct labor payroll

rates or verify the general overhead factor and Profit margin. However, Gomez Barker shall permit the Town, or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit Gomez Barker's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this Agreement. This audit may be performed by the Town or a designated agency.

8. **GENERAL PROVISIONS.**

- 8.1 Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.
- 8.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justiciable in federal court.
- 8.3 In the event any provisions of this Agreement shall conflict, or appear to

conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

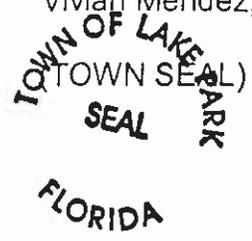
- 8.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 8.5 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 8.6 This Agreement may be amended, extended, or renewed only with the written approval of the parties. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or

agreements previously existing between the parties with respect to the subject matter of this Agreement. Gomez Barker recognizes that any representations, statements or negotiations made by Town staff do not suffice to legally bind the Town in a contractual relationship unless they have been reduced to writing and signed by an authorized Town representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8.7 If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

ATTEST: *Vivian Mendez*  
Vivian Mendez, Town Clerk



TOWN OF LAKE PARK, FL

By: *Paul Castro*  
for Paul Castro, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Thomas J. Baird*  
Thomas J. Baird, Town Attorney

GOMEZ BARKER ASSOCIATES, INC.

BY: *Fausto B. Gomez*

Printed Name: FAUSTO B. GOMEZ

Title: PRESIDENT

## SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state policy objectives of Lake Park, Gomez Barker will undertake the tasks outlines below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of Lake Park.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff, and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial or helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar,

Gomez Barker would "trial balloon" Lake Park's legislative plan in order to learn how decision makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of Lake Park should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.
3. **Presentation** – Gomez Barker will present the legislative program of Lake Park to the appropriate committees in both the House and Senate as well as meet individually with key legislators. The firm will testify and articulate the Town's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.
4. **Involvement and Coordination** – Lake Park officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session. These communications and meetings will be planned and coordinated

by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.

5. **Collateral Support** – Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for Lake Park. These will include the Palm Beach County League of cities, the Florida League of Cities, and the Florida Association of Counties. Gomez Barker will also review the legislative goals of other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on Lake Park's interests.
6. **Lobbying and Monitoring** – Gomez Barker will provide year-round, full-time, lobbying and representation at both the legislative and executive agency level. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring and follow-up occurs.
7. **Reporting** – Focused and accurate communication with Lake Park about the status of legislation, budget requests, or any other important issues will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote Lake Park's agenda to legislators, legislative staff, and executive officials so that a full understanding of the Town will facilitate legislative requests.

## SCHEDULE B

This sets forth the compensation payable by Lake Park to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$30,000 per annum. This shall be paid on the basis of a monthly retainer of \$2,500 per month, the first payment due on \_\_\_\_\_, 2008 and continuing on the 1<sup>st</sup> day of each month until the conclusion of this Agreement.
2. Lake Park agrees to reimburse Gomez Barker for any reasonable and appropriate expense, extraordinary in nature and incurred with the prior approval of the Town in the course of performing the services specified in this document. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred, not to exceed \$1,500 during the course of any annual period.

RESOLUTION NO. 10-02-08

**A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING FIRM OF GOMEZ BARKER & ASSOCIATES, INC., TO REPRESENT THE TOWN OF LAKE PARK BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE FLORIDA STATE GOVERNMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town requires the services of a professional lobbyist firm to represent the Town before the Florida State Legislature and the Governor's Office, to ensure that the Town is fully advised with the respect to legislation that may and/or will effect the Town, and to ensure that the Town's priorities are brought to the attention of the applicable legislative and executive branches of state government; and

**WHEREAS**, the Town of Cutler Bay, Florida ("Cutler Bay") previously issued a Request For Proposals ("RFP") in accordance with the requirements of the Consultant's Competitive Negotiation Act ("CCNA"), requesting proposals from qualified appropriations and intergovernmental consulting firms interested in representing Cutler Bay at the state government level; and

**WHEREAS**, Cutler Bay received responses to the RFP from four (4) qualified firms; and

**WHEREAS**, an evaluation committee comprised of the town council of Cutler Bay, heard and received presentations from all four firms who had submitted proposals in response to the RFP, and selected the consulting firm of Gomez Barker Associates, Inc., as the most qualified firm to represent the Cutler Bay, as an appropriations and intergovernmental consultant before the executive, legislative, and other branches of the state government; and

**WHEREAS**, Town staff has recommended to the Town Commission of the Town of Lake Park, that it is in the best interest of the Town to “piggy-back” off of the Cutler Bay consulting contract, and to retain the services of Gomez Barker Associates, Inc.

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

**Section 1.** The foregoing recitals are true and correct findings of fact of the Town Commission of the Town of Lake Park, and are hereby incorporated herein by reference.

**Section 2.** Gomez Barker Associates, Inc. is hereby approved by the Town Commission of the Town of Lake Park to provide appropriations and intergovernmental consulting services to the Town before the executive and legislative branches of the state government, and the Mayor is hereby authorized to execute a retainer agreement between the Town and Gomez Barker Associates, Inc.. The Agreement shall be reviewed as to form and legal sufficiency by the Town Attorney.

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



**TOWN OF LAKE PARK, FLORIDA**  
**REQUISITION TO PURCHASE**  
 (NOT A PURCHASE ORDER)

Vendor # \_\_\_\_\_  
 Vendor: Gomez Barker Associates, Inc.  
2350 Coral Way, Ste 301  
Miami, FL 33145

Purchase Order # \_\_\_\_\_  
 Purchase Order Date: \_\_\_\_\_  
 Requisition No. \_\_\_\_\_  
 Date: 1-22-09

Deliver To: TOWN Manager

Required Delivery Date: \_\_\_\_\_

QUANTITY	UNIT DESCRIPTION	UNIT PRICE	AMOUNT	ACCT. NO.
	Renewal of Intergovernmental Consultant Services Agreement (Fausto B. Gomez)  Town Commission & CRA Professional Services  Consent Agenda Item Approved at 11/21/09 CRA and Town Commission meetings.			
	<u>\$15,000 CRA Prof. Serv.</u>			
	<u>15,000 TOWN COMM. Prof. Serv.</u>			
	TOTAL		\$ <u>30,000</u> <del>15,000</del>	

Reason for Purchase: \_\_\_\_\_

BUDGET CONTROL	
Balance Available	\$ _____
Amount this Request	\$ _____
Remaining Balance	\$ _____

\_\_\_\_\_  
 (Department Head)

Approved \_\_\_\_\_  
 (Finance Department)

W. D. Davis  
 (Town Manager)

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

Meeting Date: January 21, 2009

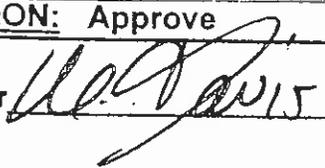
Agenda Item No. 2

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

**SUBJECT:** Renewal of Intergovernmental Consultant (Lobbyist) Agreement

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Executive Director



Date: 1/10/09

Name/Title

Date of Actual Submittal

<b>Originating Department:</b>  <p style="text-align: center;"><b>Executive Director</b></p>	<b>Costs: \$ 15,000</b>  <b>Funding Source:</b> Professional Services Acct. #	<b>Attachments:</b> Letter from Consultant Fausto Gomez
<b>Department Review:</b> <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>TML</u> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> 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.

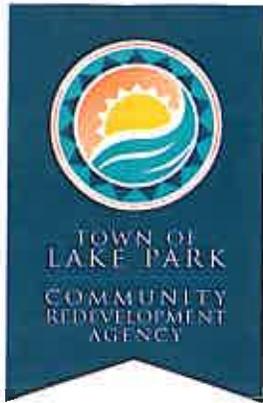
**Summary Explanation/Background:** The Intergovernmental Consultant Agreement expires on February 6, 2009. Consultant Fausto Gomez has agreed to maintain the same fee structure for Fiscal Year 2008/09. It is staff's opinion that Mr. Gomez performed admirably,

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.

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# TAB 2



**CRA  
Agenda Request Form**

Meeting Date: February 3, 2010

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

**SUBJECT:** Business Grant request for Los Burritos

**RECOMMENDED MOTION/ACTION:** Approval

Approved by Executive Director *Heather Davis* Date: *1/29/10*

<p><b>Prepared By:</b> Patrick Sullivan <i>[Signature]</i> Community Dev Dir <i>1/28/10</i></p>	<p><b>Costs: \$ 20,000</b> <b>Funding Source: CRA</b> <b>Acct. #</b></p>	<p><b>Attachments:</b> Application request</p>
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**Summary Explanation/Background:** Los Burritos, a Mexican restaurant (presently located on Old Dixie Hwy) has filed an application with the CRA requesting a grant. Staff recommends a grant of up to \$20,000 to help with the start up. The business will be located at One Park Place in the Aherns building. The restaurant will be in the eastern most unit at the corner of 8<sup>th</sup> and Park Ave. The money will be used for capital purchases of fixtures and equipment for the restaurant. It will also be used to do the interior build out. The grant will be distributed through a reimbursement process with the Town. The Town will issue PO's to the various companies and contractors and they will not be paid until the products have been delivered or work completed. The grant will be structured so as to require the recipient to remain in business at this location for a period of 6 years or else pay a prorated share of the grant back to the Town. The grant will be considered a no interest loan that has a portion of that loan forgiven over the six year term of the note. Each year one sixth of the loan (\$3,333) will be forgiven. This note will be secured through a lien on the personal business property of the applicant. The applicant will also have to personally guarantee the note. Staff has reviewed the request and recommends approval.

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

**GRANT**  
**APPLICATION FORM**

Application Date: 01-20-10

**Project Description**

Applicants Name: Irma Victoria Title: President

Applicants Address: \_\_\_\_\_

Telephone: 561-313-9129 Fax: 881-8159

Email: windrow@bellsouth.net

Location of the Project: Park Place

Property Control Number: \_\_\_\_\_

Name of the Business: Los Burritos

Business Federal ID#: 203553139

Type of Ownership: JMC

Mailing Address of Ownership: \_\_\_\_\_

Ownership Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project: re locate restaurant

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

Total cost for project: \$ \_\_\_\_\_

Amount requested: \$ 20,000

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)

Irma Vicuña

Applicant's Signature

Irma Vicuña

Owner's Signature

Irma Vicuña

Date: 01-20-10

Date: 01-20-10

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 Plan for proposed business.
- 3 Most current bank statements
- A copy of the proposed budget
- Copy of current certificate from FL. Dept. Of State ( **If Corporation**)
- Certificate of Fictitious name from FL. Dept. Of State  
(If **Sole Proprietor**)
- Statement of Good Standing from the IRS service or 2 previous years
- Federal Tax Returns.
- Copy of Current Palm Beach County Occupational License
- Copy of Current Town of Lake Park Occupational License.
- Copy of Code violations, if any
- Marketing Plan for Proposed Business
- N/A Copies of expenditures (If Applicable)

*copy lease*

- Evidence of Ownership, leased hold or Binding Option or tenancy for Proposed address.
- Copies of Business Logo/Signage *and*
- Verification of business experience or training.

Town of Lake Park  
Community Redevelopment Area, Economic Development  
535 Park Avenue  
Lake Park, 33403

PARK AVENUE, LLC  
1461 Kinetic Road  
Lake Park, FL 33403

January 12, 2010

Ms. Jennifer Spicer  
Economic Development Director  
Town of Lake Park  
921 Park Avenue  
Lake Park, FL 33403

VIA FACSIMILE  
561-840-0122

Re: Los Burritos Restaurant

Dear Jennifer:

Park Avenue, LLC is offering the following to Los Burritos Restaurant in their building located at 801 Park Avenue, Town of Lake Park - Unit #101:

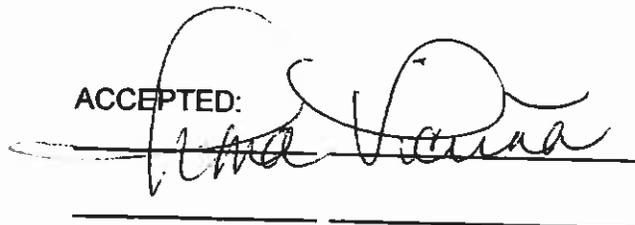
- A: Rental rate: \$16.50/per s.f. per year NNN (Annual rent \$23,1E 2.50).  
Tenant pays own electric and gas. (Quarterly CAM charges: \$1,449.56).
- B: Square Footage: 1,405 s.f. (to be verified once construction drawings completed).
- C: Improvements provided by Landlord:
  1. Completion of required restrooms as per development drawings.
  2. Air conditioning system consisting of air handler/compressor as it presently exists.
  3. Electrical panel at restroom wall as per development drawings.
  4. Fire alarm system as presently installed.
  5. Fire sprinkler system as presently exists.
- D. Common area usage: Use of front walkway as permitted by the Town of Lake Park.
- E. Hours of Operation: As per the Town of Lake Park Ordinances.
- F. Park Avenue, LLC is willing to grant two (2) months free from Date of Certificate of Occupancy for Tenant Build-outs. These build-outs must commence within thirty days from the Date of this offering in order to provide the two (2) months rent abatement. Tenant shall provide first, last and one months security at execution of lease.
- G. Term of Lease: Minimum of five (5) years.
- H. Annual Increases: Consumer Price Index with a minimum 3% and maximum 6%.
- I. We will offer the first four (4) months (which includes the 2 months build out time) with no rental charge due.

1931.00  
per month  
5793.00

Should these terms be acceptable, please have Tenant acknowledge below and a lease agreement shall be prepared to review and execute.

Sincerely,  
PARK AVENUE LLC  
*Richard C. Ahrens*  
Richard C. Ahrens  
Managing Member

ACCEPTED:

  
\_\_\_\_\_

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## Marketing Plan For Los Burritos Restaurant

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Los Burritos will attract and maintain its customer base by implementing a promotional plan that competes on price and service. Los Burritos will price its beverage offerings 5% less than its competitors without sacrificing quality. Los Burritos will implement a generous frequent diners program that will reward customers for loyal dining. Los Burritos' flyers, brochures, direct mail coupons and marketing materials will communicate to its customers that it is committed to providing quality food for a budget-friendly price.

**Flyers and Brochures (\$2,000):** Promotional flyers and brochures for Los Burritos will be printed and hand-delivered to all local businesses and residences. The flyers will offer a free appetizer with the purchase of two or more entrees. This program will be ongoing on a monthly basis for the first year. The promo offer will change each month to acquaint the customer with a variety of foods.

**Green Market Vending (\$6,000):** Vending Food at the Palm Beach Gardens and West Palm Beach Green Markets allows a larger portion of the community to sample Los Burritos' authentic cuisine and offers an opportunity to create awareness of the restaurant and its new location.

**Direct Mailings (\$2,400):** Direct mailing of coupons will be distributed through Valpak to the Northern Palm Beach County residences. This program will be ongoing on a quarterly basis for the first year. The promo offer will change each month to acquaint the customer with a variety of foods.

**Frequent Diner Program (20%):** Frequent Diner Cards, "Los Burritos Amigos", will be printed and distributed offering loyal customers their sixth entrée free. This program will be ongoing.

**Cross Promotion Events (\$2,500):** Quarterly events planned with fellow Park Avenue business owners to create awareness and excitement for the revitalization of Historic Downtown Lake Park. Events would include live music, entertainment and discounted meal promotions.

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# Business Plan

## For

### Los Burritos Restaurant

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Los Burritos' goal is to expand existing restaurant business by improving its location and atmosphere thus increasing visibility and traffic; ultimately increasing annual sales while providing the community affordable good authentic Mexican food and additional employment opportunities. As an anchor tenant on Park Avenue, Los Burritos will be a founding partner in the successful revitalization of the Historic Lake Park.

#### **Business Description**

Los Burritos is a locally owned and operated Authentic Mexican Restaurant. It provides the best quality foods and beverages at the best possible prices.

#### **Target Market**

Los Burritos' customers will vary from early morning breakfast grabbers, to business lunch goers, to medium income families, living and working in the Northern Palm Beach County Area, looking for a delicious meal in an affordable comfortable environment.

#### **Services**

Los Burritos will be open for breakfast, lunch and dinner as well as offering catering, take-out and delivery services. The menu will offer authentic Mexican Cuisine in addition to including some all-American items. The menu will offer appetizers, entrees, sides and desserts as well as smaller portioned meals for children under 12. Imported and Domestic beer, wine, alcohol, coffee, tea and soft drinks will be served.

#### **Unique Competitive Advantage**

Los Burritos will offer the families of Northern Palm Beach County a comfortable, affordable place to enjoy a delicious meal. The atmosphere will be a relaxed Mexican Cantina style environment with indoor and outdoor dining available. It will foster a comfortable "come as you are" environment making any and all customers feel right at home.

#### **Product**

Los Burritos will offer a wide variety of Mexican food, beverages and treats. Only the highest quality of food will be sold.

#### **Price**

Los Burritos will be known for its authentic Mexican cooking at very competitive prices.

#### **Place**

Los Burritos will be located on Park Avenue in Lake Park in the newly developed One Park Place; a great place for food, fun, shopping and entertainment with indoor and outdoor seating.

#### **Promotion**

Los Burritos will be promoted in a variety of ways including cross promotion events with local retailers, distribution of flyers, green market vending, Valupak direct mailing of coupons and two delivery trucks detailed with Los Burritos logos.

Town of Lake Park Community Redevelopment Agency  
921 Park Avenue  
Lake Park, FL 33403

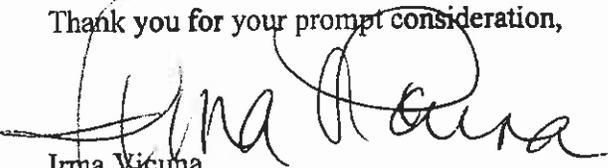
Dear CRA Members,

My name is Irma Vicuna and I am the owner and operator of Los Burritos Mexican Restaurant located at 1194 Old Dixie Highway in Lake Park, Florida. Los Burritos has been in operating as a breakfast and lunch café for the past 4 years. For the past 2 years I have been frequently contacted by the Economic Development Department asking me to consider relocating my restaurant to Park Avenue. After serious consideration, this year, if all finances can be accounted for, I have decided to make the move.

For this reason I am applying for a grant through your agency. These monies will go toward the moving of existing equipment and the purchase of new equipment required for the expanded restaurant. Please find the attached application for your review.

If you have any further questions or required documentation, please contact me. I can be reached at 561-313-3129 between 8a.m. - 7p.m. daily. I look forward to hearing from you with regard to this matter.

Thank you for your prompt consideration,



Irma Vicuna

Owner, Los Burritos Mexican Restaurant



**Los burritos**  
AUTHENTIC  
MEXICAN FOOD

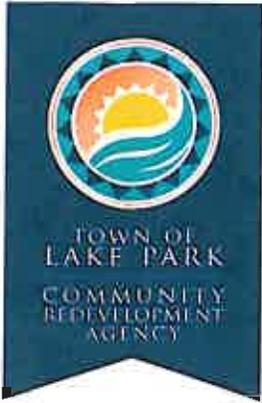
(Across from Sheppard Optical)  
1194 Old Dixie Hwy #4 & 5  
Lake Park, FL 33403

(561) 842-2343  
Fax (561) 842-2123

DIVISION	DESCRIPTION	QTY	UNIT	MATERIAL	LABOR	SUB	OTHER	TOTAL	NOTES
General	Building Permit	1	ea				\$1,600.00	\$1,600.00	
General	DBR Permit	1	ea				\$350.00	\$350.00	
General	Supervision	1	ea				\$4,500.00	\$4,500.00	
General	General Conditions	1	ea				\$1,500.00	\$1,500.00	
General	Temp. Elec. Water	1	ea				\$0.00	\$0.00	by owner
General	Builders Insurance	1	ea				\$275.00	\$275.00	
General	Dumpsters	3	ea	\$350.00				\$1,050.00	
General	Construction Cleaning	1	ls	\$50.00		\$1,500.00		\$1,550.00	
Demolition	General Demolition	1	ea	\$0.00		\$1,240.00		\$1,240.00	
Site Work	Termite Treat	1	sf			\$235.00		\$235.00	
Site Work	Asphalt/sidewalk	1	ls			\$2,000.00		\$2,000.00	
Concrete	Concrete		cy			\$1,282.78		\$1,282.78	
Concrete	Concrete Pumping	4	Hr	\$85.00				\$340.00	
Masonry	Masonry	1	ls			\$500.00		\$500.00	
Carpentry	Rough Carpentry	1	ea			\$850.00		\$850.00	
Carpentry	Finish Carpentry	1	ea			\$1,950.00		\$1,950.00	
Doors	Steel Doors, Frames	1	ea			\$2,500.00		\$2,500.00	
Millwork	Cabinets	1	ea			\$3,500.00		\$3,500.00	
Metals	Finish Hardware	1	ea	\$901.00				\$901.00	
Thermo	Wall Insulation	1	sf			\$1,500.00		\$1,500.00	
Specialties	Toilet Accessories	1	ea	\$155.00				\$155.00	
Specialties	Signage	1	ea	\$40.00				\$40.00	
Metals	Metal Studs	1	lf			\$4,857.00		\$4,857.00	
Finishes	Drywall	1	sf					\$4,857.00	
Finishes	Stucco	1	sf			\$250.00		\$250.00	
Finishes	Acoustical Ceilings	1	sf			\$2,500.00		\$2,500.00	Allowance
Finishes	Ceramic Tile	1	sf			\$4,000.00		\$4,000.00	Allowance
Finishes	Painting	1	ls			\$2,500.00		\$2,500.00	
Specialties	Fire Safety	1	ea	\$268.00				\$268.00	
Mechanical	Exhaust Hood	1	ea			\$20,000.00		\$20,000.00	
Mechanical	Ansul System	1	ea					\$0.00	in hood
Mechanical	Plumbing	1	ea			\$15,000.00		\$15,000.00	
Mechanical	Grease Trap	1	ea			\$5,000.00		\$5,000.00	
Mechanical	Gas Piping	1	sf			\$2,500.00		\$2,500.00	
Mechanical	Air Conditioning	1	sf			\$3,000.00		\$3,000.00	



# TAB 3



**CRA  
Agenda Request Form**

Meeting Date: February 3, 2010

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

**SUBJECT:** Business Loan request for Centered LLC

**RECOMMENDED MOTION/ACTION:** Approval

Approved by Executive Director

*W. Davis*

Date:

*1/28/10*

<p><b>Prepared By:</b> Patrick Sullivan Community Dev Dir</p> <p><i>PS</i> <i>1/28/10</i></p>	<p><b>Costs: \$</b> <b>Funding Source: CRA</b> <b>Acct. #</b></p>	<p><b>Attachments:</b> Application request</p>
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**Summary Explanation/Background:** Centered LLC, a Pilates studio has filed an application with the CRA requesting a low interest business loan. Staff recommends a loan of \$14,000. Centered LLC is located at 932 Park Avenue which is in the building that is immediately east of the old Rosita's building. The money will be used for startup costs. The purpose will be to insure adequate cash flow for the first year of business. The company is well established with this being the second location. The flagship location is in Palm Beach Gardens. The note will be secured through a lien on the personal business property (inventory in this case) of the applicant. The loan will have a term of 5 years at 2% interest. Monthly payments will be approximately \$245. Staff has reviewed the request and recommends approval.

## Summary

Principal borrowed: \$14000.00

Annual Payments: 12 Total Payments: 61 (5.08 years)

Annual interest rate: 2.00% Periodic interest rate: 0.1667%

Regular Payment amount: \$245.39 Final Balloon Payment: \$-0.09

Minimum amortizing payment for this Principal and Interest rate: \$23.34

*The following results are estimates which do not account for values being rounded to the nearest cent. See the amortization schedule for more accurate values.*

Total Repaid: \$14723.31

Total Interest Paid: \$723.31

Interest as percentage of Principal: 5.166%

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	222.06	23.33	222.06	23.33	13777.94
2	222.43	22.96	444.49	46.29	13555.51
3	222.80	22.59	667.29	68.88	13332.71
4	223.17	22.22	890.46	91.10	13109.54
5	223.54	21.85	1114.00	112.95	12886.00
6	223.91	21.48	1337.91	134.43	12662.09
7	224.29	21.10	1562.20	155.53	12437.80
8	224.66	20.73	1786.86	176.26	12213.14
9	225.03	20.36	2011.89	196.62	11988.11
10	225.41	19.98	2237.30	216.60	11762.70
11	225.79	19.60	2463.09	236.20	11536.91
12	226.16	19.23	2689.25	255.43	11310.75
13	226.54	18.85	2915.79	274.28	11084.21
14	226.92	18.47	3142.71	292.75	10857.29
15	227.29	18.10	3370.00	310.85	10630.00
16	227.67	17.72	3597.67	328.57	10402.33
17	228.05	17.34	3825.72	345.91	10174.28
18	228.43	16.96	4054.15	362.87	9945.85
19	228.81	16.58	4282.96	379.45	9717.04
20	229.19	16.20	4512.15	395.65	9487.85
21	229.58	15.81	4741.73	411.46	9258.27
22	229.96	15.43	4971.69	426.89	9028.31
23	230.34	15.05	5202.03	441.94	8797.97
24	230.73	14.66	5432.76	456.60	8567.24
25	231.11	14.28	5663.87	470.88	8336.13
26	231.50	13.89	5895.37	484.77	8104.63

December 3, 2009

<b>Pmt</b>	<b>Principal</b>	<b>Interest</b>	<b>Cum Prin</b>	<b>Cum Int</b>	<b>Prin Bal</b>
27	231.88	13.51	6127.25	498.28	7872.75
28	232.27	13.12	6359.52	511.40	7640.48
29	232.66	12.73	6592.18	524.13	7407.82
30	233.04	12.35	6825.22	536.48	7174.78
31	233.43	11.96	7058.65	548.44	6941.35
32	233.82	11.57	7292.47	560.01	6707.53
33	234.21	11.18	7526.68	571.19	6473.32
34	234.60	10.79	7761.28	581.98	6238.72
35	234.99	10.40	7996.27	592.38	6003.73
36	235.38	10.01	8231.65	602.39	5768.35
37	235.78	9.61	8467.43	612.00	5532.57
38	236.17	9.22	8703.60	621.22	5296.40
39	236.56	8.83	8940.16	630.05	5059.84
40	236.96	8.43	9177.12	638.48	4822.88
41	237.35	8.04	9414.47	646.52	4585.53
42	237.75	7.64	9652.22	654.16	4347.78
43	238.14	7.25	9890.36	661.41	4109.64
44	238.54	6.85	10128.90	668.26	3871.10
45	238.94	6.45	10367.84	674.71	3632.16
46	239.34	6.05	10607.18	680.76	3392.82
47	239.74	5.65	10846.92	686.41	3153.08
48	240.13	5.26	11087.05	691.67	2912.95
49	240.54	4.85	11327.59	696.52	2672.41
50	240.94	4.45	11568.53	700.97	2431.47
51	241.34	4.05	11809.87	705.02	2190.13
52	241.74	3.65	12051.61	708.67	1948.39
53	242.14	3.25	12293.75	711.92	1706.25
54	242.55	2.84	12536.30	714.76	1463.70
55	242.95	2.44	12779.25	717.20	1220.75
56	243.36	2.03	13022.61	719.23	977.39
57	243.76	1.63	13266.37	720.86	733.63
58	244.17	1.22	13510.54	722.08	489.46
59	244.57	0.82	13755.11	722.90	244.89
60	244.98	0.41	14000.09	723.31	-0.09
61	*-0.09	0.00	14000.00	723.31	0.00

December 3, 2009

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

**BUSINESS DEVELOPMENT LOAN**  
**APPLICATION FORM**

Application Date: January 6, 2010  
Amount requested: \$ \_\_\_\_\_

Project Description

Applicants Name: Shawn Jensen Title: Owner  
Applicants Address: 151 Mulligan Place Jupiter FL 33458  
Telephone: 561-262-7602 Fax: \_\_\_\_\_  
Email: shawneyjensen@hotmail.com

Location of the business: 932 Park Avenue  
Property Control Number: \_\_\_\_\_

Name of the Business: Centered, LLC  
Business Federal ID#: 80-0475210  
Type of Ownership: LLC

Mailing Address of Ownership: 151 Mulligan Place Jupiter FL 33458  
Ownership Contact Person: Shawn Jensen  
Telephone: 561-262-7602 Fax: \_\_\_\_\_

Proposed Business Development Activity

see attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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)

Shawn Jensen

Applicant's Signature

Shawn Jensen

Name of Site Owner of Record

\_\_\_\_\_

Date: 1/6/2010

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 on tenancy for 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



## **Centered, LLC Mission, Business and Marketing Plan**

Centered, LLC is being designed as a space which will encourage overall physical wellness through movement. The mission of the facility is to encourage clients to find their "center" as they strengthen their body. The primary activities associated with the space will be group instruction of Xtend (Pilates on the ballet barre), Power Pilates mat classes, yoga, TRX (Total Resistance Training) and Zumba classes. Two of these movement modalities are new to the fitness industry and their reputation is already garnering much respect and a huge following. Xtend, according to Glamour magazine, "is the hottest new barre program sweeping the Nation". In its own right, TRX, was named by Men's Health magazine the best new fitness tool of the year. By incorporating a sound mat Pilates program, the proven track record of yoga and the fun, invigorating dance class of Zumba the studio is sure to capture the attention of those looking for the newest activities in the world of fitness.

It is the philosophy of Centered studio that a sound body compliments a sound mind and neither can truly exist without the other. As a successful business owner in Palm Beach County for the last five years, Inside Out Pilates 2 (11575 Us Hwy 1, Suite 207 North Palm Beach), I have learned to run my business with integrity and compassion for my clients. As a result of connecting to my clients on a one on one basis and providing reliable and valuable services my first fitness boutique enjoys a client retention rate of over 75%. Following these same business practices, Centered studio hopes to improve the diversity of the CRA district of Lake Park by providing a new space where this mind/ body connection can be encouraged. At the current time, the CRA district is missing this fitness element among local businesses; Centered will provide this service. The studio will bring new clients to the Lake Park, aiding in the neighborhood's revitalization efforts. As a result, clients will become comfortable with the surrounding area and will look upon other fellow CRA businesses to support their additional service needs. Most importantly the studio will provide trained physical fitness instruction at a reasonable and competitive rate. Ultimately, Centered is a small boutique studio, which will provide sound, innovative, cutting edge fitness, which is affordable and as a result accessible to all.

The actual space of 932 Park, which is being leased monthly, is being improved upon in the following ways: wood floors are being laid, the walls will have textured drywall, walls and ceiling will be freshly painted, the bathrooms are being renovated, two 33ft ballet barres are being purchased and installed, the walls are being mirrored in relation to the ballet barres and there will be a elegant sitting area upon entry into the space. The studio, in addition to purchasing the above build out materials and labor, will also be purchasing 8 TRX units, hand weights, stability balls, BOSU trainers and the licensing fee and training of both Xtend (Pilates on the ballet barre) and TRX. The interior improvements including studio equipment are

estimated to be \$29,000. At some point, additional signage will be needed for the studio and the idea is to have an up-scale awning attached to the façade of the space. The cost of the awning has not been included in the above build out quote. Please see the attached estimate for build out and monthly costs budgeted for the day-to-day costs of the business.

As a point of clarification, the 12-month estimated cash flow statement is just that, an estimate. The monthly cash sales number, which represents active clients attending the studio, is a low number. At the highest point in the calculation, occurring towards the end of year one, it represents 26 clients. The studio space has the potential of accommodating approximately 12-20 individuals in each class and is slated to offer at least three classes a day or a minimum of 15 classes a week. This should stress how low that number is in the estimated calculation. Based on my past business experience, the client base will exponentially grow in year two and three. The first year of business is a time to prove to clients and the community base that Centered, LLC is a solid business offering a substantial value. I am confident that monthly cash sales will consistently grow but the rate at which this will occur is unknown. It is also important to note that the initial build out of the space or capital investment, approximately \$29,000, has been paid out of pocket. Making this initial investment has severely affected the cash flow of the business by altering the monthly business plan of the studio. The monthly expenses will be challenging to financially cover unless a business loan is applied for and obtained. The requested loan will help the studio cover monthly expenses and provide capital necessary for growth. Once again the sales numbers in the business are low and these numbers increasing will greatly improve the financial success of the space. Although this growth is expected, the specific rate is the variable in the equation. On a positive side note, similar studios, recently opened and offering the same new, cutting-edge programs have seen significant growth at an unexpected rate. Centered is under the impression that this same effect takes place in Lake Park.

The studio will have a comprehensive marketing plan which includes logo and brand placement on the exterior of the building, a well planned and inter-active website( [www.centeredworkout.com](http://www.centeredworkout.com)), active community involvement and surrounding neighborhood mailings. The studio will also participate in several print advertising. During the months of January, February and March an ad will be placed in Palm Beach Gardens Lifestyle magazine. There will also be several "open house" engagements throughout the year with the goal of fostering interest in the activities offered at the studio. A grand opening event which is also a charity event benefiting the Happy Camper Organization and which will be supported by Lululemon Athletics is scheduled for January 28<sup>th</sup>. In addition, the studio will offer one class a month where the "donation/ or class fee" will benefit a chosen charity. Ultimately Centered, LLC believes in providing quality, affordable fitness to the neighborhood and our clients while at the same time believes in community involvement. Centered, LLC hopes to make a difference in the Lake Park CRA.

Centered, LLC opened a Business account January 2010. All expenses prior to opening the new account were paid for by Inside Out Pilates 2, my first studio. I am enclosing four months of statements from Inside Out Pilates 2 so that the activity for Centered can be seen. All of Centered 2010 expenses and deposits will now run through the new Bank account.

Any Questions, please call (561) 262-7602

Thanks,

Shanney Jensen