



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 5, 2009, 7:30 p.m. or
immediately following the
Special Call CRA Board Meeting,
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	Mayor
Jeff Carey	—	Vice-Mayor
Edward Daly	—	Commissioner
Patricia Osterman	—	Commissioner
Kendall Rumsey	—	Commissioner
<hr style="border-top: 1px dotted black;"/>		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian M. Lemley, CMC	—	Town Clerk

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

- A. **CALL TO ORDER**
- B. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PROCLAMATION**
 - **Helga Wata**
- G. **PRESENTATION**
Introduction of Florida House of Representatives District 84 Candidate Cedrick Thomas

H. PUBLIC and OTHER COMMENT

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes.

- I. 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.**

For Approval:

- | | |
|---|-------|
| 1. Regular Commission Meeting Minutes of July 15, 2009 | Tab 1 |
| 2. Budget Workshop Meeting Minutes of July 22, 2009 | Tab 2 |
| 3. Fifth Amendment to the Law Enforcement Service Agreement | Tab 3 |
| 4. Purchase of Parking Meters | Tab 4 |
| 5. Resolution No. 30-08-09 Authorizing Loan and Approving Interlocal Agreement with the CRA | Tab 5 |
| 6. Authorize Payment of Bond Council Fee | Tab 6 |

J. PUBLIC HEARING(S)

ORDINANCE ON SECOND READING:

- 7. ORDINANCE NO. 08-2009 – Text Change to the Alcoholic Beverages Section to Exempt Businesses on Park Avenue** Tab 7

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, ENTITLED “ALCOHOLIC BEVERAGES”; PROVIDING FOR THE AMENDMENT OF SECTION 6-6 ENTITLED “SALE OF ALCOHOL NEAR CERTAIN USES PROHIBITED”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 8. ORDINANCE NO. 09-2009 - Adopt Code Language that Requires the Town to Expedite Certain Applications for Development** Tab 8

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA , AMENDING CHAPTER 67 OF THE TOWN CODE ENTITLED “LAND DEVELOPMENT CODE” CREATING ARTICLE VII TO BE ENTITLED “EXPEDITED PERMITTING”; PROVIDING FOR THE CREATION OF NEW SECTIONS 67-201 ENTITLED “PURPOSE”; 67-202 ENTITLED “APPLICABILITY”; AND SECTION 67-203 ENTITLED “TOWN’S RESPONSIBILITIES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

K. DISCUSSION AND POSSIBLE ACTION:

9. Presentation/Discussion Overflow Parking for the Marina

Tab 9

L. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

M. ADJOURNMENT:

Proclamation

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: August 5, 2009

Agenda Item No.

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

SUBJECT: Proclamation in Honor of Helga A. Wata

RECOMMENDED MOTION/ACTION: Approval of Proclamation

Approved by Town Manager W. J. Davis **Date:** 7/31/09

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ -0- Funding Source: Acct. #	Attachments: Copy of Proclamation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" 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 <u>BMT</u> or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

**PROCLAMATION
IN HONOR OF
HELGA A. WATA**

WHEREAS; Helga A. Wata is a long-standing member of the business community of the Town of Lake Park; and

WHEREAS; for the past 21 years, Helga A. Wata has owned and operated Park Avenue Tailors, Inc. at the same location on Park Avenue; and

WHEREAS; throughout this time, Helga A. Wata has provided the utmost in quality services to her clients; and

WHEREAS; Helga A. Wata has also shown her commitment to this community by sponsoring numerous charitable events and by performing many acts of personal kindness and selflessness on an anonymous basis; and

WHEREAS; Helga A. Wata has announced her retirement, and will be relocating to South Carolina; and

WHEREAS; the many citizens of the Town of Lake Park whose lives she has touched will remember Helga A. Wata with fondness, admiration and gratitude; and

WHEREAS; the Town of Lake Park wishes to recognize Helga A. Wata for her contributions to this community.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Desca DuBois, Mayor of the Town of Lake Park, do hereby publicly recognize and commend Helga A. Wata and wish her well in her retirement.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 5th day of August, 2009.

By: _____
Mayor Desca DuBois

ATTEST:

Vivian Mendez Lemley, Town Clerk

Presentation

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: August 5, 2009

Agenda Item No.

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input checked="" type="checkbox"/> Other: Presentation | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

**SUBJECT: Introduction of Florida House of Representatives District 84
Candidate Cedrick Thomas**

RECOMMENDED MOTION/ACTION:

Approved by Town Manager W. Davis Date: 7/31/09

Name/Title Date of Actual Submittal

Originating Department: Town Manager	Costs: Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Consent Agenda

TAB 1

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: **August 5, 2009**

Agenda Item No. **1**

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Regular Commission Meeting Minutes of July 15, 2009.

RECOMMENDED MOTION/ACTION: Approve the Regular Commission Meeting Minutes of July 15, 2009.

Approved by Town Manager *W. Davis* Date: *7/27/09*
 Deputy Clerk *Jessie Shepherd* *7/22/09*
 Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> _____: Please initial one

Summary Explanation/Background:



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
July 15, 2009 7:41 p.m.**

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, July 15, 2009 at 7:41 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, Rumsey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Lemley.

Mayor DuBois led the invocation and the Pledge of Allegiance.
Town Clerk Vivian Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Item #10 Parking Meters was pulled from the Agenda to be discussed at the Budget Workshop Meeting scheduled for July 22, 2009.

Motion: A motion was made by Commissioner Daly to approve the Agenda as modified; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

PROCLAMATIONS

James Aaron

Mayor DuBois read the Proclamation for James Aaron.

Family members of Mr. Aaron accepted the Proclamation and thanked the Commission.

Sue Ellen Mosler

Mayor DuBois read the Proclamation to Sue Ellen Mosler.

Ms. Mosler thanked the Commission for her Proclamation.

PRESENTATION

Legislative Report by Fausto Gomez

Mr. Fausto Gomez thanked the Commission and Town Manager for joining him at the Legislative Session in Tallahassee. He began to discuss and explain his Legislative Report (see Exhibit "A"). He stated that the year was extremely difficult because of a 6 billion dollar budget deficit and the speaker for the House of Representatives had to resign almost immediately prior to the Legislative Session which created a scramble in Legislative leadership that has not yet been completely addressed. He stated that the Governor had four priorities. Two of those priorities failed and two of them were severely modified. He stated that there was 3 billion dollars of stimulus funds put toward the 6 billion dollar deficit. He explained and gave an overview of the tax increases and additional fees that were implemented to raise funds. He stated that for the first time since September 2006, budget revenues stabilized. He stated that since September 2006, the state of Florida had not suffered a decline in general revenue projections. He explained how the budget was projected and built. He gave examples of what things were used to build the foundation of the budget.

He began to explain that Lake Park had fared well despite the budget issues. He stated that funding for the Library was secured, legislation imposed revenue caps, property tax caps, extending permits and development orders for three years, relaxed zoning regulations for community residential homes, removed sovereign immunity protection from Bert Harris claims, established a moratorium on impact fees, and prohibiting local governments from enforcing ordinances that require mortgage holders to maintain and secure foreclosed properties failed. He stated that the last item was very important and explained that the Florida Bankers Association attempted to place an amendment on legislation to eliminate a property registry where foreclosed and abandoned properties are registered. The registry would allow the Town and other cities to identify mortgage holders i.e. lending institutions of the foreclosed properties and ask those holders to secure and maintain those properties. The Association attempted to place the amendment through seven different vehicles but failed. He also explained how Lake Park did not receive a \$200,000 grant through the South Florida Water Management District (see Exhibit "A"). He stated that in his report, he outlined the strategy that the Town would follow the next legislative session to assure that water funding was available for local governments through the legislature (see Exhibit "A"). He reviewed and explained the "Appropriations" portion of his report (see pages 2-6 of Exhibit "A"). He reviewed and explained "Bills of Specific Interest to Lake Park" (see pages 6-8 of Exhibit "A"). He reviewed and explained "Other Bills of Interest to Lake Park" (see pages 8-12 Exhibit "A").

Commissioner Rumsey thanked Mr. Gomez for all of his hard work.

Mayor DuBois thanked Mr. Gomez for his presentation.

PUBLIC and OTHER COMMENT

David Hill, 133 Miller Way – requested that the Commission consider relaxing the codes for landscaping in the light industrial areas of the Town. He expressed his concerns and gave reasons for his request. He provided the Commission with pictures of his industrial property (see Exhibit “B”).

Kim Hanson, Advancement Director for the ARC of Palm Beach County– stated that Ms. Karen Teagarden was chairing the second annual ARC in the Park Parade. She thanked the Town for their support and stated that she wanted to encourage involvement for the citizens of Lake Park to celebrate the job development services that they operate for people with developmental disabilities. She stated that there were roughly 90 individuals in job placement thanks to the operation on Park Avenue. She stated that they were supported with job coaching, earning a living, paying taxes and living and working independently. She announced that a parade would be taking place on Park Avenue on September 12, 2009 from 9 a.m. to 11 a.m. and will begin at the clock tower. She stated that she hopes that businesses in Lake Park will sponsor the parade and that citizens will sign up for the quarter mile walk to support funds for those with disabilities. She stated that funding for people with disabilities has been cut in many areas and the parade and walk will help to support the funding.

Mayor DuBois asked if the parade would start at the park and come back to the ARC headquarters on Park Avenue.

Ms. Hanson explained that the parade will begin at the clock tower and proceed onto Kelsey Park and through to the lakefront at Lake Shore Park.

Chris Price, 644 Date Palm Dr. – stated that he was recently able to enjoy Lake Shore Park and noticed that there was a restriction on the east waterfront side of the park. He stated that there was a step that does not make it possible for those in wheelchairs or motor scooters to ride all the way along the waterfront. He recommended that the step be removed and replaced with a ramp or smooth surface in order to make it accessible. He stated that the Recreation Department bus was also not accessible for the handicap. He asked that the Commission take these issues into consideration.

Kristen Puhalainen, 301 N. Olive Ave. – stated that she was with the Palm Beach County League of Cities and was there as part of their new effort to expand member outreach. She stated that she was visiting all of the cities in the county to make them aware that the League was a resource. She announced that the July Membership Meeting would be taking place next week on Wednesday and the keynote speaker would be Rebecca O’Hara who is in charge of the legislative issues for the League of Cities. She stated that their website was leagueofcities.org and they were now on Twitter.

Public Comment Closed.

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of June 17, 2009
2. Resolution No. 27-07-09 Amendment of the Job Description for the Position of Planner I
3. Resolution No. 28-07-09 Boating Infrastructure Grant Program (BIGP) Florida Fish and Wildlife Conservation Commission
4. Hurricane Preparedness for Debris Removal
5. Hurricane Preparedness for Tree Trimming

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to approve the Consent Agenda; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARING

ORDINANCE NO. 08-2009 – Text Change to the Alcoholic Beverages Section to Exempt Businesses on Park Avenue

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, ENTITLED “ALCOHOLIC BEVERAGES”; PROVIDING FOR THE AMENDMENT OF SECTION 6-6 ENTITLED “SALE OF ALCOHOL NEAR CERTAIN USES PROHIBITED”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Patrick Sullivan explained the reason for Ordinance No. 08-2009. He stated that the current Ordinance does not allow for the sale of alcohol within 500 feet of a church or school and that 30% of the Park Avenue Downtown District is within that restriction. He stated that the language is being changed to allow for the sale of alcohol at businesses located on Park Avenue between 7th St. and 10th St. He stated that night clubs, bars, and lounges were strictly prohibited in the Park Avenue Downtown District. The sale of alcohol would have to be a secondary use or accessory use to a business.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Carey to approve Ordinance No. 08-2009 upon 1st reading; Commissioner Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 08-2009 by caption-only.

ORDINANCE NO. 09-2009 - Adopt Code Language that Requires the Town to Expedite Certain Applications for Development

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA , AMENDING CHAPTER 67 OF THE TOWN CODE ENTITLED "LAND DEVELOPMENT CODE" CREATING ARTICLE VII TO BE ENTITLED "EXPEDITED PERMITTING"; PROVIDING FOR THE CREATION OF NEW SECTIONS 67-201 ENTITLED "PURPOSE"; 67-202 ENTITLED "APPLICABILITY"; AND SECTION 67-203 ENTITLED "TOWN'S RESPONSIBILITIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor DuBois stated that Ordinance No. 09-2009 was very important due to the economic times and the Business Development Board and Chamber of Commerce was influential in pushing for the adoption of the Ordinance.

Community Development Director Patrick Sullivan explained that it was requested by the Business Development Board and Chamber of Commerce that all municipalities adopt the regulations set forth in Ordinance No. 09-2009.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Rumsey to approve Ordinance No. 09-2009 upon 1st reading; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 09-2009 by caption-only.

DISCUSSION & POSSIBLE ACTION

Use of Town Property for a Community Yard Sale

Town Manager Maria Davis explained that the Lake Park Kiwanis Club had requested to use Kelsey Park or another area of Town to conduct a community yard sale. She stated that staff was requesting direction.

Mr. John Enck of the Kiwanis Club explained their reasons for the request.

Mayor DuBois asked if the yard sale would be conducted by the Town's Recreation Department.

Town Manager Maria Davis explained that the yard sale would not be conducted by the Town. She stated that the Kiwanis Club was requesting the use of Town property to conduct their yard sale.

Mayor DuBois stated that there was an area of Town that was previously discussed as being used as a community garden. She asked if the garden was not going forward.

Town Manager Maria Davis stated that the property was not currently under construction and it could be used for the yard sale.

Mayor DuBois asked if staff had a preference of utilizing one location over the other for the yard sale.

Town Manager Maria Davis stated that staff was not taking a position on any preference of any particular property to be utilized for the yard sale.

Vice-Mayor Carey expressed his concerns about conducting a community yard sale. He discussed past issues that came up from prior community flea markets and garage sales in the Town.

Commissioner Osterman expressed her opinions and views on the Town sponsoring a community yard sale. She stated that she had concerns regarding cleaning up after the event.

Commissioner Daly stated that he did not object to the yard sale providing that there were strict guidelines and requirements put in place.

Mr. Enck stated that he understood and that the group would certainly discuss any requirements that the Town would set forth for the yard sale.

Commissioner Rumsey recommended that a refundable security deposit be required and that the Foresteria property be utilized for the yard sale.

Commissioner Daly also recommended that the Foresteria property be used for the yard sale.

Commissioner Rumsey asked what type of advertising the Kiwanis Club would use for the yard sale.

Mr. Enck stated that they had not addressed advertising yet.

Mayor DuBois asked Mr. Enck to go back to his group for discussion and to come back with their requests and ideas so that the Commission could make a decision for the final details.

Commissioner Rumsey asked what the date of the yard sale would be.

Mr. Enck stated that they were anticipating the yard sale to be on August 8, 2009.

Discussion ensued between the Commissioners on what would be the best way to make a decision on the yard sale.

Town Manager Maria Davis stated that Finance Director Anne Costello suggested that the community yard sale take place on Town Hall's parking lot instead of the Foresteria property.

Public Comment Open.

None

Public Comment Closed.

The Commission came to consensus to allow the Kiwanis Club to conduct a Community Yard Sale on the Town Hall's parking lot.

Abutting Private Property Encroachment onto Town Alleyways

Community Development Director Patrick Sullivan gave a short PowerPoint presentation (see Exhibit "C") He reviewed and discussed the alleyways in Town that were experiencing issues with encroachment. He stated that in addition to the options he presented to the Commission, another option would be to rent the property that was being encroached. The Town would still own the property and be responsible for its maintenance.

Discussion ensued between Community Development Director Sullivan, the Commissioners, and Attorney Thomas Baird regarding the alleyway encroachments.

Public Comment Open.

None

Public Comment Closed.

The Commission came to consensus to give property owners six months to come into compliance on the property encroachment with an option to lease the property.

Continuing Landscape Maintenance Agreement with Chris, Wayne & Associates for the Lake Park Harbor Marina

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to approve continuing the landscape maintenance agreement for the Lake Park Harbor Marina with Chris, Wayne, & Associates; Vice-Mayor Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Rumsey	X		
Commissioner Daly	X		
Commissioner Osterman	X		
Vice-Mayor Carey	X		
Mayor DuBois	X		

Motion passed 5-0.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor DuBois

None

Vice-Mayor Carey

None

Commissioner Osterman

None

Commissioner Daly asked if it would be possible to talk to the owners of the Majestic Princess cruises at the Marina and ask if they could provide a restaurant service at the Marina while they are docked.

Town Manager Maria Davis stated that she thought it was a great idea and she would check into it.

Commissioner Rumsey congratulated the Recreation Department for doing a great job on the Fireworks Festival. He asked if the Town's budget would be online for citizen's viewing prior to the meeting on July 22, 2009.

Town Manager Maria Davis stated that the budget would be online for viewing the Friday evening before the meeting.

Commissioner Daly stated that the Public Works Department has been doing a fantastic job maintaining the parks and Marina.

Attorney Thomas Baird stated that he will be having a United States conference call the following day to discuss a scheduling order regarding discovery. He recommended another Attorney Client Session with the Commission. He discussed the status of the case between the Town and the Florida Department of Justice. He stated that he would coordinate the Attorney Client Session with Town Manager Davis.

Town Manager Maria Davis announced National Marina Day on August 8, 2009. She asked Marina Director Michael Pisano to discuss the event.

Marina Director Michael Pisano explained that National Marina Day was a celebration of America's gateways to boating. The event would take place on August 8, 2009 from 10 a.m. to 2 p.m. He stated that there would be several activities including a fishing clinic for the children as well as free water slide, music, hamburgers, hot dogs, and beverages. Several maritime agencies would also be on site to answer questions.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rumsey and seconded by Vice-Mayor Carey, and by unanimous vote, the meeting adjourned at 9:20 p.m.

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Lemley

Town Seal

Approved on this ___ of _____, 2009.

TAB 2

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: **August 5, 2009**

Agenda Item No. 2

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

SUBJECT: Budget Workshop Meeting Minutes of July 22, 2009.

RECOMMENDED MOTION/ACTION: Approve the Budget Workshop Meeting Minutes of July 22, 2009.

Approved by Town Manager *W. Davis* Date: 7/31/09
 Deputy Clerk *Jessie Stegner* Date of Actual Submittal 7/29/09

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs ____ <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> _____: Please initial one.

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Budget Workshop
July 22, 2009 6:00 p.m.
Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Budget Workshop on Wednesday, July 22, 2009 at 6:00 p.m. Present were Mayor DuBois, Vice-Mayor Carey, Commissioners Daly, Rumsey and Osterman, Town Manager Maria Davis, and Town Clerk Vivian Lemley.

Mayor DuBois led the pledge of allegiance
Town Clerk Vivian Lemley performed the Roll Call

DISCUSSION:

Town of Lake Park Proposed Budget for Fiscal Year 2009-2010

General Fund

Town Manager Maria Davis explained that she would be discussing her third budget cycle with the Town. She explained that the last two cycles were not easy and she gave reasons for the challenges. She explained that the Town came up with creative ideas to balance the budget over the last two years with minimal cuts to services and employees. She stated that the significant cuts in state funding and projected loss in revenue has left staff no choice but to recommend cuts in services, layoffs, conversions from full time to part time hours and furloughs. She stated that she and Finance Director Anne Costello would give a presentation on the budget and discuss all Town funds.

Finance Director Anne Costello gave a PowerPoint presentation (see Exhibit "A") on the Town's Proposed Budget for Fiscal Year 2009-2010. She stated that she would be discussing all of the following Town Funds: General Fund, Debt Service Fund, Streets and Roads Fund, Marina Fund, Storm Water Utility Fund, and Sanitation Fund. She stated that the Assessed Taxable Value (see page 5 of Exhibit "A") for the Town in 2009 was \$680,276,721 and for the year 2010 would be \$578,879,659 which would equal a loss of value in the amount of \$101,398,062 and a loss of tax dollars in the amount of \$820,350. She explained that the Millage Rate in the prior year generated \$646,250 and that the current year millage rate would only generate \$549,935 which would be a total loss of \$96,315 (see page 6 of Exhibit "A"). She discussed the "Statutory Restrictions" for millage rates (see page 7-8 of Exhibit "A").

Revenue

Finance Director Anne Costello explained the "Revenue" portion of the presentation which included "State Shared Revenue Reductions" and "Other Revenue Reductions" (see pages 10-12 of Exhibit "A") She stated that the "Combined Loss of Revenue" was \$1,034,410 (see page 13 of Exhibit "A") which represented 10% of the entire General Fund Budget.

Town Manager Maria Davis stated that the Town had to come up with \$1,000,000 in budget cuts. She stated that it was already a very lean budget because of cuts that were made over the last two years.

Ms. Costello continued her presentation. She reviewed and explained an "Analysis of Property Tax Revenue" (see page 14 of Exhibit "A"). She explained and reviewed the "Breakdown of Revenue Chart" (see page 15 of Exhibit "A").

Proposed New Revenues

Ms. Costello gave a breakdown of the proposed parking meters for the waterfront area of Town and locations that would be metered for the General Fund (see pages 17-18 of Exhibit "A"). She continued to explain that the purchase and installation of the parking meters would cost \$150,000 and would be financed over a five year period. The hours of the parking meters would be from 6 a.m. to 8 p.m. at a rate of \$1.00 per hour. Fines would cost \$20.00 and would be enforced by the Town's Code Enforcement Officers (see page 19 of Exhibit "A").

Town Manager Maria Davis explained that the installation of parking meters would be necessary to balance the budget. She explained and gave reasons for the recommendation.

Ms. Costello explained and discussed "Alternatives to Parking Meters" (see page 20 of Exhibit "A"). The alternatives would be General Fund cuts in the amount of \$217,700 or to raise the tax rate to 8.9163 Mills.

Town Manager Maria Davis stated that there was a similar situation with the Marina because of the economy and the condition of the Marina. She stated that if rates were raised they would lose patrons. She reiterated that the budget could not be balanced without the proposed revenue that would be generated through the installation of parking meters.

Ms. Costello continued the presentation and discussed "Additional Locations" for parking meters (see page 21 of Exhibit "A"). "Alternatives to Meters Marina Fund" (see page 22 of Exhibit "A") would be a dockage fee increase. This increase would not be recommended due to the condition of the Marina. She stated that tenant occupancy has been down because of the economy and the Town has suffered a \$100,000 loss in dockage fees this year.

Expenditures

Town Manager Maria Davis reviewed and explained the "Expenditures" portion of the presentation (see pages 23-34 of Exhibit "A"). She gave an overview of "General Fund Expenditures" (see page 24 of Exhibit "A") and discussed the cuts that were made. The total General Fund expenditures would be \$9,773,775 for the year 2010. She stated that she and Ms. Costello had come up with a plan to build reserves. They placed \$250,000 in reserves last year but they were unable to put anything into the reserve fund this year. Total cuts in General Fund expenditures totaled \$859,210. She discussed and explained the positions that were eliminated (see page 26 of Exhibit "A"). The entire work force was reduced from 79 to 58 positions overall. She discussed the positions that were cut in the years 2008 and 2009. She reviewed the positions that would be cut in 2010.

Mayor DuBois asked if Town Manager Davis evaluated and analyzed the use of the Library. She asked if the analysis impacted her decision to make position cuts at the Library.

Town Manager Maria Davis explained that Library operating hours would be cut from 46 hours to 40 hours. She was told by Library Director Michael Kennely, that Saturdays had the least amount of patrons. She stated that due to the economy there have been more patrons at the Library who were taking advantage of its free services. She stated that staff felt confident that the proposed hours were the best hours for the Library to be open. She continued the presentation and explained that there would not be any merit increases or cost of living increases for Town employees next year and that five furlough days have been added which would save the Town \$50,000. Travel budgets were also eliminated (see page 29 of Exhibit "A").

Mayor DuBois asked that Town Manager Davis to clarify the furlough days.

Town Manager Davis explained that Town Hall and the Library would be shut down on the allotted furlough days. The Marina would be an exception as it is a seven day a week operation. She explained that the furlough days would coincide with holidays as well as the school calendar.

Commissioner Rumsey asked if the furlough days would include the Commission.

Town Manager Maria Davis stated that she did not include the Commission in the five furlough days.

Commissioner Rumsey recommended that the Commission be included in the five furlough days.

Finance Director Anne Costello stated that the five furlough days equal a 2% cut in employees' salaries. She stated that it would be the same cut to the Mayor and Commissioners salaries and would amount to just under \$1000.

Commissioner Daly recommended that department heads with larger salaries take a larger cut. He stated that the Town may not be able to afford the larger salaries. He stated that he did not want to see someone who was making \$20,000 take a large hit to their salary or be without a job. He recommended that the larger salaries be reevaluated.

Mayor DuBois expressed her concerns and opinion regarding the proposed salary cuts.

Discussion ensued between the Commissioners regarding salaries, job cuts, and the proposed parking meters.

Town Manager Maria Davis continued the presentation and reviewed and explained "Departmental Highlights" (see page 30 of Exhibit "A"). She stated that the Library was in need of updated computers.

Commissioner Osterman stated that there was \$8000 budgeted for the Commission's laptops. She stated that the Commission did not need laptops. She recommended using notebooks instead of laptops.

Town Manager Maria Davis stated that she would cut the budget for the Commission's laptops.

The Commission came to consensus to cut the \$8000 budget for the Commissioners laptops.

Town Manager Davis continued discussing "Department Highlights" (see pages 30-34 of Exhibit "A")

Mayor DuBois stated that she had spoken with Workforce Alliance and they would be coming to the Town in a bus that is equipped with computers in order for citizens to use for job searches.

Commissioner Osterman recommended a different schedule for Library hours which would accommodate the elderly who usually visit in the early morning hours and the children who come in the later afternoon hours.

Town Manager Maria Davis asked Library Director Michael Kennelly if there was a large number of patrons that enter the Library in the morning and if there was then a lull before another large number of patrons entered in the afternoon.

Mr. Kennelly stated that there were a large number of people usually waiting to enter the library in the morning.

Mayor DuBois asked if Saturday was the day that had the least amount of use by the public.

Mr. Kennelly stated that Saturday was the slowest day of the week.

Commissioner Osterman stated that she wanted staff to consider creative scheduling in order to save the Library.

Discussion ensued between the Commissioners regarding the Library and its hours.

Debt Service Fund

Finance Director Anne Costello explained the "Debt Service Fund" (see page 36 of Exhibit "A"). She stated that the total annual debt service was \$768,150 and the debt service millage rate needed to increase from 1.15 to 1.40. She gave an overview of the "Recommended Millage Rates" (see page 38 of Exhibit "A"). She gave comparisons of taxable values of Town properties from this year to next year (see pages 39-40 of Exhibit "A").

The Commission came to consensus to set the current year operating millage of 8.5163 and the debt service millage at 1.40.

Ms. Costello announced and gave the dates and times of the Public Hearings that would be taking place (see page 42 of Exhibit "A"). She explained the "Streets and Roads Fund" (see page 43 of Exhibit "A").

Town Manager Maria Davis explained that the total budget for streets and roads was \$369,050 which was decreased by approximately \$21,450 due to State Shared Revenue reductions. She stated that she was working with FPL to add street lighting on a multiyear program. She stated it would be cost prohibitive for the Town to install the infrastructure. FPL would install the lighting and lease it back to the Town. She stated that proposals for lighting would be brought to the Commission in the future. She stated that the total budget for the "Marina Fund" (see page 44 of Exhibit "A") was \$1,211,975. The net revenue for proposed parking meters at the Marina

would be \$82,000. She discussed and reviewed the "Stormwater Utility Fund" (see page 45 of Exhibit "A"). The total budget for the Stormwater Utility Fund was \$513,500.

Finance Director Anne Costello announced that there would be a Public Hearing on the Final Assessment Roll for Stormwater rates on August 19, 2009. She stated that the Sanitation Rates would also be heard on that day.

Town Manager Davis continued to discuss the "Stormwater Utility Fund" (see page 46 of Exhibit "A"). She discussed and reviewed the "Sanitation Fund" (see pages 47-48 of Exhibit "A"). The total budget for the Sanitation Fund was \$1,479,850. She stated that she was restricted by statute to use sanitation funds for sanitation expenses only and stormwater funds for stormwater expenses only.

PUBLIC and OTHER COMMENT

None

The Commission recessed for five minutes.

The Commission reconvened at 7:34 p.m.

COMMENTS BY COMMISSION, TOWN MANAGER

Mayor DuBois asked Town Manager Davis if there were still funds in the CRA Fund to continue the projected redevelopment of the downtown area.

Town Manager Davis explained that even though a large amount of funds were allotted to the salaries of two new police officers for the downtown area, there were still enough funds in the CRA Fund to continue with the proposed redevelopment.

Commissioner Osterman discussed the option of reducing department head salaries. She stated that she reviewed and analyzed the numbers and percentages. She stated that taking 5% of a department head's salary could save one employee who is on a lower pay scale.

Commissioner Daly

None

Vice-Mayor Carey stated that the Commission has been as fair as possible to residents and that they have no control over Tallahassee's decisions. He stated that the Commission has done the best they can despite the circumstances.

Commissioner Rumsey applauded Town Manager Davis, Finance Director Anne Costello, and staff for all of the work that they have done with the budget. He stated that even though he was not happy with the parking meter option, he realized that it was necessary.

Mayor DuBois thanked staff for their efforts and willingness to do what was necessary for the Town. She also thanked the Commission for their efforts as well.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Osterman and seconded by Vice-Mayor Carey, and by unanimous vote, the meeting adjourned at 7:42 p.m.

Mayor DuBois

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Lemley

Town Seal

Approved on this ___ of _____, 2009.

TAB 3

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: August 5, 2009

Agenda Item No. **3**

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

SUBJECT: Fifth Amendment to the Law Enforcement Service Agreement

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *H. Davis* Date: 7/28/09

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$2,776,538 Funding Source: General Fund Acct. #	Attachments:
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: This is the fifth amendment to the October 1, 2005 contract between the Palm Beach County Sheriff's Office (PBSO) and the Town. The contract increased by 4% in the amount of \$107,655 for a grand total of \$2,776,538 for fiscal year 2009-2010.

FIFTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE TOWN OF LAKE PARK

This Fifth Addendum to the Law Enforcement Service Agreement is made by and between The Town of Lake Park (hereinafter referred to as "Town"), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The Town and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 1, 2005, a First Addendum effective June 01, 2006, a Second Addendum effective October 1, 2006, a Third Addendum effective October 1, 2007 and a Fourth Addendum effective October 01, 2008, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to extend the contract term, and set forth the consideration for the first year of the extended contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement is renewed for an additional four (4) year term commencing October 1, 2009 and ending September 30, 2013, unless the Agreement is otherwise extended or terminated.
2. Article 6, Section 6.1, of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2009 through September 30, 2010 as follows: The total cost of personnel and equipment shall be \$2,776,538.00. The monthly payments shall be \$231,378.17. The last monthly payment shall be \$231,378.13.
3. In all other respects, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

THE TOWN OF LAKE PARK

BY: _____
Ric L. Bradshaw

BY: _____

Title: Sheriff

Title:

Witness: _____
Daniel Smith, Major

Witness: _____

DATE: _____

DATE: _____

TAB 4

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: **August 5, 2009**

Agenda Item No. **4**

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> ORDINANCE ON FIRST READING
<input type="checkbox"/> BID/RFP Award
<input type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> ORDINANCE ON SECOND READING
<input type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|--|

SUBJECT: Purchase – Parking Meters, Support Equipment, Software and Training

RECOMMENDED MOTION/ACTION: Approve purchase of parking meters, support equipment, software and training from Duncan Solutions, Inc. via piggyback purchases under current public sector contracts/agreements between Duncan and the University of Central Florida (single space meters and related) and Duncan and the City of Alexandria, Virginia (multi-space meters and related).

Approved by Town Manager *Michael K. Arnold* Date: 7/31/09

Michael K. Arnold, Public Works Director
Name/Title

July 31, 2009
Date of Actual Submittal

Originating Department: Public Works	Costs: \$ 147,265.48 Funding Source: Acct. #	Attachments: Duncan/UCF and Duncan/Alexandria contracts Letters authorizing use of Duncan contracts Duncan Price Quotes
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" 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:

During the Budget Workshop conducted by the Town Commission on July 22, 2009, the purchase and installation of parking meters in various waterfront locations was approved. Therefore, staff requests approval to purchase and install the associated parking meters, support equipment and software, and to acquire associated training.

The locations where meters (either single-space or multi-space) are to be installed are:

- On Street – Greenbriar, Foresteria and Lake Shore Drives
- Off-Street – Lake Shore Park – Tennis Courts Lot and Main Parking Lot
- Marina – North, South and Overflow Lots

It is recommended that this purchase be made from Duncan Solutions, LLC utilizing two current public sector contracts for which services and goods were competitively bid and awarded to Duncan. The first of those is with the University of Central Florida and covers Duncan single-space meters and related, while the second is with the City of Alexandria, Virginia, and covers Duncan multi-space meters and related.

Attached are copies of the subject contracts/agreements, letters authorizing their use, and associated price quotes for the meters, support equipment, software and training. As the quotes reflect, the total amount for the single-space meters and associated equipment, etc. is \$46,322.48 and the total amount for the multi-space meters and associated equipment is \$100,943.00, for a total purchase amount of \$147,265.48.

It should be noted that physical installation of all meters will be completed by Town of Lake Park personnel.

**The backup to this
Agenda Item is
forthcoming and will
be delivered by
Monday, August 3,
2009.**

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: **August 5, 2009**

Agenda Item No.

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> ORDINANCE ON FIRST READING
<input type="checkbox"/> BID/RFP Award
<input type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> ORDINANCE ON SECOND READING
<input type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|--|

SUBJECT: Purchase – Parking Meters, Support Equipment, Software and Training

RECOMMENDED MOTION/ACTION: Approve purchase of parking meters, support equipment, software and training from Duncan Solutions, Inc. via piggyback purchases under current public sector contracts/agreements between Duncan and the University of Central Florida (single space meters and related) and Duncan and the City of Alexandria, Virginia (multi-space meters and related).

Approved by Town Manager Michael K. Arnold Date: 8/4/09

Michael K. Arnold, Public Works Director
Name/Title

July 31, 2009 (Revised 8/4/09)
Date of Actual Submittal

Originating Department: Public Works	Costs: \$ 143,962.62 Funding Source: Acct. #	Attachments: Duncan/UCF and Duncan/Alexandria contracts Letters authorizing use of Duncan contracts Duncan Price Quotes
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" 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:

During the Budget Workshop conducted by the Town Commission on July 22, 2009, the purchase and installation of parking meters in various waterfront locations was approved. Therefore, staff requests approval to purchase and install the associated parking meters, support equipment and software, and to acquire associated training.

The locations where meters (either single-space or multi-space) are to be installed are:

On Street – Greenbriar, Foresteria and Lake Shore Drives

Off-Street – Lake Shore Park – Tennis Courts Lot and Main Parking Lot
Marina – North, South and Overflow Lots

It is recommended that this purchase be made from Duncan Solutions, LLC utilizing two current public sector contracts for which services and goods were competitively bid and awarded to Duncan. The first of those is with the University of Central Florida and covers Duncan single-space meters and related, while the second is with the City of Alexandria, Virginia, and covers Duncan multi-space meters and related.

Attached are copies of the subject contracts/agreements, letters authorizing their use, and associated price quotes for the meters, support equipment, software and training. As the quotes reflect, the total amount for the single-space meters and associated equipment, etc. is \$53,752.02 and the total amount for the multi-space meters and associated equipment is \$90,210.60, for a total purchase amount of \$143,962.62.

It should be noted that physical installation of all meters will be completed by Town of Lake Park personnel.



PIGGYBACK
- UNIVERSITY OF
CENTRAL FLORIDA

Single-Space Meter Quote

Date Prepared: August 3, 2009

Prepared by: Felicia Martin

**Prepared for: Mr. Michael Arnold
Public Works Director
Town of Lake Park
650 Old Dixie Hwy
Lake Park, FL**

Ship-to Region: Florida

The information contained in this quote is Valid for 30 DAYS from date prepared

<u>Product ID and Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Model 90 Single Eagle Meter w/ Cashkey complete Includes: Complete meter with sealed coinbox Meter post and mounting hardware	6	\$485.60	\$2,913.60
Model 90 Duplex Eagle Meter w/ Cashkey complete Includes: Complete meter with sealed coinbox Meter post and mounting hardware	40	\$886.55	<u>\$35,462.00</u>
Total =			\$38,375.60

Accessory/Support Items

<u>Product ID and Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
AutoTRAX Management Software	1	\$6,000.00	\$6,000.00
AutoTRAX X3 handheld w/ IRED	1	\$3,750.00	\$3,750.00
Charger + download cable	1	\$250.00	\$250.00
On-site Training (1 - 2 days)	1	\$3,000.00	<u>\$3,000.00</u>
Total cost for back-office system =			\$13,000.00
Card/Cashkey loading software and hardware (Includes all necessary components to reload Duncan Gemclub cards or cashkeys)	1	\$1,213.54	\$1,213.54
Duncan GemClub meter cards (artwork set up fees vary depending on verbiage and/or artwork and range from \$2,500 - \$5,000)	TBD	\$12.08 each	
-OR-			
Duncan Cashkey	TBD	\$18.98 each	
Meter keys (minimum of 4 keys total required)	TBD	\$14.84 each	
Coin Collection Cart	1	\$1162.88	\$1162.88

GRAND
TOTAL

\$53,752.02

Shipping charges

SINGLE-SPACE
METERS



<u>Product ID and Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Ground service based on items listed	1	TBD	TBD

Total product cost **TBD**
Please note: total does not include shipping charges

Additional Information and Account Terms

Please read carefully. If you have any questions regarding terms and conditions, please contact the individual that provided the information for clarification prior to placing an order.

- Duncan Parking Technologies does not collect Florida sales tax. It is the sole responsibility of the buyer to file all necessary documentation with the State of Florida regarding this purchase consideration, including any taxes payable as a result of a purchase.
- Duncan products are custom made, as per customer orders. Products are not stocked, or standard in nature. Therefore, prior to placement of orders, all details must be received in writing to ensure accuracy and customer satisfaction upon delivery of final product.
- Single space meter orders require an average of 6 - 8 weeks for manufacturing upon release of order to our production facility. AutoCITE handhelds and AutoTRAX software require 12 weeks, and multi-space meter systems require 6 weeks standard color; 8 weeks premium color and 10 weeks custom color.
- Standard paint colors for single space meters are black and gunmetal gray. All other colors require a set-up fee per order.

(Continued on next page)

Account terms:

Duncan Solutions, Inc.
Do not disclose to Unauthorized Parties



- Duncan Parking Technologies, Inc. requires Dunn and Bradstreet reports on all new private accounts. Upon verification of ranking, payment terms would be one of the following:
 1. Minimum order deposit, at time of placement: 50% (final deposit is dependant upon D&B ranking)
This deposit could be cashiers or company check or credit card.
 2. Remaining balance will be due Net 30 days after shipment of order.
- Please note that upon acceptance of this offer, Duncan Technologies, Inc. will require specific company information to verify D&B rankings. Such information is held in the strictest of confidence and will not be shared with any other company or individual outside our accounting department, and is only used to verify credit worthiness.
- Shipping is FOB Origin.
- Payment for equipment is due net 30 days upon product delivery, unless other terms have been specifically arranged in advance and properly authorized.
- Payment for software, implementation and training is due net 30 days from completion of installation.
- A late payment fee of 1.5% per month applies.
- Trade-in devices must be returned to Duncan within 30 days from completion of training otherwise you will be invoiced for the trade-in value.

- Company information required for account processing is as follows;
 - Corporate name
 - Corporate address
 - Dunn and Bradstreet number or corporate rating equivalent. If you do not have Dunn and Bradstreet ratings or the equivalent, you must supply a minimum of three credit references.
 - Contact person, and phone/e-mail information for person responsible for releasing corporate information.
 - Phone number for accounts payable
 - Fax number for accounts payable
 - Contact person for accounts payable

Any questions regarding the information provided in regards to this product proposal should be directed to:

Ms. Felicia Martin
Regional Sales Manager
Duncan Parking Technologies, Inc.
PO Box 34165
Indialantic, FL 32903
Ph# 321-952-2327
Mobile# 870-577-5517
E-mail: fmartin@duncansolutions.com

PIGGYBACK
- ALEXANDRIA, VIRGINIA
Multi-Space Meter Quote



Prepared by: Jeff Rock

Date Prepared: 07/31/2009

Prepared for: Town of Lake Park

Ship-to Region: East

Valid for **60 Days** from Date Prepared

1a). Meter(s)		Unit	Quantity	Extended
MX-POW	MX Pay-and-Display Meter - stainless steel, powder coated black	7,260.00	7	\$ 50,820
1b). Meter Options				
M-CASHBOX-1K	Silver Intelligent Cash Box - Standard	350.00	7	\$ 2,450
M-SURFACE-INSTL	Installation Kit - Surface Mount	150.00	7	\$ 1,050
M-STRIP	Card Reader Module, Strip-Chip	450.00	7	\$ 3,150
M-MODEM	Wireless Communications Module, GSM/GPRS	750.00	7	\$ 5,250
M-PAPER	Paper Ticket Roll	65.00	7	\$ 455
2. Other Items Included in Bundled Meter Price				
FREIGHT	Destination/Unit Amount:	\$ 160	7	\$ 1,120
Subtotal				\$ 64,295

3. Installation, Training & Implementation				
PROJECT MANAGEMENT	Project setup & management, installation oversight, commissioning, training, including travel	\$ 6,000	1	\$ 6,000
Subtotal				\$ 6,000

4. Other Items				
BLK-CBOX-SPARE	Spare Cash Box, High Security, Intelligent	\$ 350	4	\$ 1,400
Subtotal				\$ 1,400

TOTALS (excluding monthly, annual and spare parts charges) **\$ 71,695**

5. Additional Recommended Fees - (Spare Parts, AutoTRAX and Annual Maintenance Fee)				
Spare Parts	Recommended parts list for client to maintain on site to ensure meter uptime. See below	\$ 8,183	1	\$ 8,183
CASHBOX-RDR	Intelligent Cash Box Reader Station	\$ 1,800	1	\$ 1,800
AutoTRAX-MS	Monthly AutoTRAX wireless meter management system fee (includes user licensing, remote access via Internet, system hosting, and wireless communications costs)	\$ 39	7	\$ 273
MS-MAINT	Annual Telephone and Internet Support Service	\$ 150	7	\$ 1,050
MS-CC-TRANS-MERCH	Credit Card Fee Per Transaction - Merchant Fees	Transaction Volume Dependent		
MS-CC-TRANS-GW	Credit Card Fee Per Transaction - Gateway	Transaction Volume Dependent		
MPARK-ACCESS	mPARK Access Fee (per Meter/per Month)	5.00	7	\$ 35
MPARK-ESTAB	mPARK Establishment (per Meter)	50.00	7	\$ 350
MPARK-SERVICE	mPARK Service Fee (per transaction) . Motorist fee	0.25	0	\$ -
MPARK-TRXN	mPARK Transaction Fee (per transaction) . City or Motorist fee	Greater of 6% or \$0.15 per txn		
TOTALS (less monthly fees)				\$ 82,028

Multi-Space Meter Quote



Prepared by: Jeff Rock

Date Prepared: 07/31/2009

Prepared for: Town of Lake Park

Ship-to Region: East

Valid for 60 Days from Date Prepared

6. Comments

Sales Tax, if applicable, is not quoted and must be paid directly to the taxing authority.

Delivery time varies with meter color selection, but is typically 90 to 120 days ARO PO and configuration information.

Payment for equipment is due net 30 days upon product delivery. Payment for software, implementation and training is due net 30 days from completion of installation. A late fee of 1.5% per month or as allowed by law, applies.

Quotation assumes that Duncan Solutions will provide the following site work: meter unpackaging and meter commissioning. *Unless included in above pricing, site work does not include physical site preparation, installation of meter mounting anchor bolts or mounting of meters.*

Quotation is for equipment and listed services only. Additional service and transaction processing costs may apply from third parties, including: *Credit card gateway set up fee; Credit card e-commerce account; and Credit card merchant fees. Meter reprogramming and other services after initial commissioning are subject to additional fees.*

Equipment is covered by a 1-year standard manufacturer's warranty. Software fixes identified by Duncan are available while AutoTRAX fees are paid. Please refer to separate meter warranty description. Extended warranties may be available subject to negotiation. Spare part modules are recommended to be purchased and held on-site to minimize any meter down-time.

^mPARK (pay-by-cell) fees are subject to change at any time.

Quote assumes that the client is responsible for physical installation of meter hardware and space numbers (if needed)

Recommended Spare Parts	Qty	Total	Total
MX Electronics Module w/ GPRS Module	2	\$ 1,690.00	\$ 3,380.00
MX Credit Card - Hybrid Card Reader Assembly	1	\$ 525.00	\$ 525.00
MX Coin Validator (USA)	1	\$ 390.00	\$ 390.00
Printer Assembly	1	\$ 1,400.00	\$ 1,400.00
Escrow Assembly	1	\$ 490.00	\$ 490.00
Spare Battery	2	\$ 155.00	\$ 310.00
Battery Charger	1	\$ 290.00	\$ 290.00
Paper Ticket Roll	21	\$ 65.00	\$ 1,365.00
Test Credit Card	2	\$ 3.00	\$ 6.00
Credit Card Cleaning Kit	7	\$ 3.80	\$ 26.60
Subtotal		\$ 5,011.80	\$ 8,182.60

GRAND TOTAL \$90,210.60

MULTI-SPACE METERS

TAB 5

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: August 5, 2009

Agenda Item No. **5**

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Authorizing resolution for loan and inter-local agreement with the CRA.

RECOMMENDED MOTION/ACTION: Approve resolution.

Approved by Town Manager

He Davis

Date:

7/31/09

Anne M. Costello Finance Director
Name/Title

7/30/09
Date of Actual Submittal

Originating Department: Finance	Costs: \$ _____ Funding Source: Acct. # _____	Attachments: Resolution, Interlocal Agreement and Loan Agreement
Department Review: <input checked="" type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" 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 _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>N/A</u> _____: Please initial one.

Summary Explanation/Background: During this past fiscal year the Town Commission has approved various projects and purchases with the understanding that they will be financed with a bank loan. These projects/purchases include:

Fund	Purpose	Cost	Est. Ann. Debt Service
General Fund	PW Fuel Tank	\$ 60,000	\$ 8,000
	Roof Replacement	\$ 70,000	\$ 8,000
	Parking Meters	\$ 150,000	\$ 28,500
Stormwater Fund	Vac-Con Truck	\$ 261,500	\$ 57,500
CRA Fund	Foresteria Properties		
	and Improvements	\$ 569,700	\$ 55,200
	Building Purchase	\$ 350,000	\$ 36,800

The Stormwater and CRA funds are self supporting operations with a guaranteed revenue source from user fees or tax increment funds. Debt service payments for all of the projects have been provided for in the upcoming proposed budgets.

By bundling these projects together as one loan the Town saved transaction fees of approximately \$4,500.00 per transaction and was able to attract the lending institutions that are eligible to offer **bank-qualified tax-exempt** financing and be able to provide a better interest rate and save money on associated bank fees.

An RFP was issued in late June to several lending institutions and two responses were received. The successful responder was Bank of America. The loan will carry an interest rate of approximately 4.99%. This rate will be locked in two business days prior to closing and is based on the sum of 63.7% of the 10 year Interest Rate Swap as published in the Federal Reserve Statistical Release H.15 plus 238 basis points.

Additionally, the Town will be entering into an inter-local agreement with the Community Development Agency (CRA) for their portion of the debt. This is necessary due to the fact that the projects were bundled together to get the best deal possible from the banks and the reluctant nature of the credit market. Due to the economy and the declining property values, lending institutions are very reluctant to lend directly to a CRA as small as the one in the Town of Lake Park. The inter-local agreement provides for annual transfers to be made to the General Fund for the debt service payments required for the projects financed within the CRA.

RESOLUTION NO. 30-08-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT WITH THE TOWN OF LAKE PARK, FLORIDA COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING AND APPROVING THE ISSUANCE OF A NOTE BY THE TOWN IN CONNECTION WITH SAID LOAN AGREEMENT RELATIVE TO FINANCING OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN IMPROVEMENTS TO LAND TO BE USED FOR A MUNICIPAL PARKING FACILITY, ACQUISITION OF A BUILDING TO BE USED FOR MUNICIPAL PURPOSES, ACQUISITION AND INSTALLATION OF NEW PUBLIC WORKS DEPARTMENT FUEL TANKS, REPLACEMENT OF ADMINISTRATION BUILDING ROOF, ACQUISITION OF A STORM WATER UTILITY VEHICLE AND ACQUISITION AND INSTALLATION OF PARKING METERS; PLEDGING DESIGNATED REVENUES TO REPAY THE NOTE; AUTHORIZING THE PROPER OFFICIALS OF THE TOWN TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE LOAN AGREEMENT AND SAID REVENUE NOTE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (the "Town"), pursuant to the provisions of the Florida Constitution; the Town Charter of the Town as amended and supplemented; Chapter 166, Florida Statutes, as amended and supplemented; and other applicable provisions of law (collectively, "Act") is authorized to borrow money, contract loans and issue bonds, notes or other obligations or evidences of indebtedness of any type or character to finance the undertaking of any capital or other project for purposes permitted under Florida law; and

WHEREAS, there is a need to fund the acquisition, construction and equipping of certain improvements to land to be used for a municipal parking facility, acquisition of a building to be used for municipal purposes, acquisition and installation of new Public Works Department fuel tanks, replacement of the administration building roof, acquisition of a storm water utility vehicle and acquisition and installation of parking meters (collectively, the "Project"); and

WHEREAS, Bank of America, N.A. (the "Financial Institution") has agreed to make a loan to the Town in an amount of not exceeding \$1,500,000 to be used by the Town to finance the costs of the Project, including, but not limited to, planning, design, engineering and architectural costs; and

WHEREAS, the Financial Institution's commitment to provide a loan to the Town is conditioned upon the Town agreeing to secure its obligations under the Note (as defined herein) with a pledge of Designated Revenues (as defined herein) to pay principal of, redemption premium, if any, and interest on the Note issued under the Loan Agreement (as defined herein); and

WHEREAS, the Town deems it to be in its best interest to enter into a loan agreement with the Financial Institution, the form of which is attached hereto as Exhibit A (the "Loan Agreement"), for the purpose of setting forth the terms and provisions by which the Financial Institution will permit the Town to borrow not exceeding \$1,500,000 in aggregate principal amount; and

WHEREAS, the form of the Note, the terms and the rights, security and remedies of the holder of the Note shall be as prescribed in the Loan Agreement; and

WHEREAS, to the extent permitted by Section 163.358, Florida Statutes, the Town has previously delegated to the Town of Lake Park, Florida Community Redevelopment Agency (the "CRA") the Town's community redevelopment powers under Part III of Chapter 163, Florida Statutes (the "Act"), and the CRA has all of the statutory powers conferred upon it by Section 163.370, Florida Statutes, including the power and authority to enter into contracts or interlocal agreements with other public entities to borrow money and accept loans and any other form of financial assistance from such public entities for the purposes of the Act.

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

SECTION 1. Definitions. Any term not otherwise defined in this Resolution shall have the meaning ascribed to such term in the Loan Agreement.

SECTION 2. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 3. Resolution Constitutes Contract. In consideration of the acceptance of the Note authorized to be issued hereunder and under the Loan Agreement by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Town, and such Noteholder and the covenants and agreements herein set forth to be performed by said Town shall be for the equal benefit, protection and security of the Noteholder.

SECTION 4. The Loan Agreement. The Loan Agreement, in substantially the form submitted to this meeting as Exhibit A, be and the same is hereby approved. The Mayor or the Vice-Mayor is hereby authorized and directed to execute, and the Town Clerk, or any Deputy Town Clerk to attest, the Loan Agreement and to deliver the same to the Financial Institution substantially in the form presented to this meeting, but with such changes, insertions and omissions (upon advice of the Town Attorney and Bond Counsel) as shall be approved by the

Mayor or Vice-Mayor (such approval to be conclusively evidenced by the execution and delivery thereof), and the Town Clerk, or any Deputy Town Clerk is hereby authorized and directed to affix and attest the seal of the Town thereto. Additionally, the execution and delivery of the Loan Agreement shall be subject to delivery by the Financial Institution of a truth-in-bonding statement and disclosure statement as required by Section 218.385 of the Florida Statutes.

SECTION 5. Authorization of the Note; Negotiated Sale of the Note. Subject and pursuant to the provisions of this Resolution and the Loan Agreement, an obligation of the Town, to be known as "Town of Lake Park, Florida Public Improvement Revenue Note, Series 2009" (with such other designation as the Town shall deem appropriate at the time of execution and delivery thereof, the "Note") is hereby authorized to be issued in aggregate principal amount of not exceeding ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) for the purpose of the costs of the Project. The Town hereby authorizes the negotiated sale of the Note to the Financial Institution pursuant to the provisions of this Resolution and the Loan Agreement.

SECTION 6. The Interlocal Agreement. The Interlocal Agreement (the "Interlocal Agreement") with the Town of Lake Park, Florida Community Redevelopment Agency (the "CRA"), in substantially the form submitted to this meeting as Exhibit B, be and the same is hereby approved. The Mayor or the Vice-Mayor is hereby authorized and directed to execute, and the Town Clerk, or any Deputy Town Clerk to attest, the Interlocal Agreement and to deliver the same to the CRA substantially in the form presented to this meeting, but with such changes, insertions and omissions (upon advice of the Town Attorney and Bond Counsel) as shall be approved by the Mayor or Vice-Mayor (such approval to be conclusively evidenced by the execution and delivery thereof), and the Town Clerk, or any Deputy Town Clerk is hereby authorized and directed to affix and attest the seal of the Town thereto.

SECTION 7. Designation of Note as Town's "Qualified Tax-Exempt Obligation." The Town (including all subordinate entities and any entities that issue debt on behalf of the Town) does not expect to issue more than \$30,000,000 in tax-exempt obligations during the calendar year ending December 31, 2009, and, therefore, the Town hereby designates the Note, as the Town's "qualified tax-exempt obligation," as such term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code").

SECTION 8. Description of the Note. The text of the Note shall be substantially in the form attached as Exhibit A to the Loan Agreement, with such omissions, insertions and variations as may be necessary and desirable. The Note shall be in typewritten form and shall be dated the date of its delivery and bear interest from its date at the rate or rates set forth in the Note.

All payments of principal of and interest on the Note shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Noteholder thereof by check mailed to the Noteholder at the address designated in writing by the Noteholder for purposes of payment

or by bank wire or bank transfer as such Noteholder may specify in writing to the Town or otherwise as the Town and such Noteholder may agree.

SECTION 9. Execution of the Note; Appointment of Registrar and Paying Agent. The Note shall be executed in the name of the Town by the manual or facsimile signature of the Mayor (or in her absence, the Vice-Mayor) and the official seal shall be affixed thereto, or imprinted or reproduced thereon, and attested by the manual or facsimile signature of the Town Clerk. In case any one or more of the officers, who shall have signed or sealed the Note, shall cease to be such officer of the Town, as the case may be, before the Note so signed and sealed shall have been actually delivered, such Note may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office. Any Note may be signed and sealed on behalf of the Town by such person who at the actual time of the execution of such Note shall hold the proper office, although at the date the Note shall actually be delivered, such person may not have held such office or may not have been so authorized.

The Director of Finance is hereby appointed to serve as Registrar and Paying Agent for the Note.

SECTION 10. Application of Note Proceeds. Proceeds of the Note shall be used for purposes of financing the costs of the Project.

SECTION 11. Tax Covenant. In order to maintain the exclusion from gross income for purposes of Federal income taxation of interest on the Note, the Town shall comply with each requirement of the Code necessary to maintain the exclusion of interest on the Note from gross income for Federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the Town agrees to continually comply with the provisions of the Tax Certificate to be executed by the Town, at the time the Note is issued, as such certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code (herein referred to as the "Tax Certificate").

The Town shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Note pursuant to Section 148(f) of the Code from amounts on deposit in the funds and accounts established under this Resolution and available therefor.

Notwithstanding any other provision of this Resolution to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Note for Federal income tax purposes, the covenants contained in this Section shall survive the payment of the Note and the interest thereon, including any payment or defeasance thereof.

The Town shall not use or permit the use of any of the proceeds of the Note, or any other funds of the Town, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Note to be an "arbitrage bond" as defined in Section 148 of the Code.

SECTION 12. Town's Pledge of Designated Revenues For the Repayment of the Note. In consideration of making a loan and the Financial Institution has requested that the Town pledge Designated Revenues to pay the principal of, redemption premium, if any, and interest on the Note. The Town hereby pledges Designated Revenues, in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Note, as the same become due.

For the purposes hereof, "Designated Revenues" shall mean: (a) the Town Moneys set aside in the General Fund for purposes of payment of the Note, (b) the proceeds of the Note pending the application thereof, and (c) any other additional moneys the Town may elect by subsequent proceedings of the Town to encumber for the payment of the principal of, redemption premium, if any, and interest on the Note.

Town Moneys shall mean the moneys budgeted and appropriated by the Town from not otherwise pledged, restricted or encumbered non-ad valorem revenues for the purposes of repayment of the Note, pursuant to Section 12 hereof.

SUCH PLEDGE OF THE DESIGNATED REVENUES IN CONNECTION WITH THE NOTE SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE TOWN OR THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY IN THE MANNER AND TO THE EXTENT SET FORTH IN THIS RESOLUTION. NO HOLDER OF A NOTE SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR PALM BEACH COUNTY, FLORIDA, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THE NOTE OR THE INTEREST THEREON.

SECTION 13. Covenant To Budget And Appropriate. The Town covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from non-ad valorem revenues lawfully available, amounts sufficient to pay the principal of, redemption price, if applicable, and interest on the Note when due, whether at maturity or by mandatory sinking fund redemption, all in accordance with the provisions of this Resolution and the Loan Agreement. Such covenant and agreement on the part of the Town to budget and appropriate such amounts of non-ad valorem revenues shall be cumulative to the extent not paid, and shall continue until such non-ad valorem revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Town, the Town does not covenant to maintain any services or programs, now provided or maintained by the Town, which generate non-ad valorem revenues.

SECTION 14. Modification or Amendment. No modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the Financial Institution.

SECTION 15. Additional Authorization. That the Mayor, Vice-Mayor, the Town Clerk, and any other proper official of the Town, be and each of them is hereby authorized

and directed to execute and deliver any and all documents and instruments, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Loan Agreement.

SECTION 16. Remedies of Noteholder. Should the Town default in its obligations created by this Resolution or the Loan Agreement the Financial Institution, may, in addition to any remedy set forth in this Resolution, or the Loan Agreement, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Resolution or the Loan Agreement, and may enforce and compel the performance of all duties required by this Resolution, the Loan Agreement, or by any applicable statutes to be performed by the Town or by any officer thereof.

SECTION 17. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution.

SECTION 18. Effective Date. This Resolution shall take effect upon its adoption.

[Remainder of Page Intentionally Left Blank]

LOAN AGREEMENT

BETWEEN

TOWN OF LAKE PARK, FLORIDA

AND

BANK OF AMERICA, N.A.

Dated as of August 7, 2009

This LOAN (the "Agreement") is made and entered into on August 7, 2009, by and between the Town of Lake Park, Florida, a municipal corporation in the State of Florida, and its successors and assigns (the "Town"), and Bank of America, N.A., a national banking association, and its successors and assigns (the "Financial Institution");

WITNESSETH:

WHEREAS, the Town of Lake Park, Florida (the "Town"), pursuant to the provisions of the Florida Constitution; the Town Charter of the Town as amended and supplemented; Chapter 166, Florida Statutes, as amended and supplemented; and other applicable provisions of law (collectively, the "Act") is authorized to borrow money, contract loans and issue bonds, notes or other obligations or evidences of indebtedness of any type or character to finance the undertaking of any capital or other project for purposes permitted under Florida law; and

WHEREAS, there is a need to provide funds for the acquisition, construction and equipping of certain improvements to land to be used for a municipal parking facility, acquisition of a building to be used for municipal purposes, acquisition and installation of new Public Works Department fuel tanks, replacement of the administration building roof, acquisition of a storm water utility vehicle and acquisition of parking meters (collectively, the "Project"); and

WHEREAS, the Town finds that the Project will serve a public purpose under the Act; and

WHEREAS, the Financial Institution is willing to loan to the Town, and the Town is willing to borrow pursuant to the terms of this Agreement, money in an aggregate principal amount of \$1,475,000, to finance costs of the Project.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE I
DEFINITION OF TERMS

SECTION 1.01. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings in this Article I specified, unless the context clearly otherwise requires.

“**Act**” shall mean the Florida Constitution, Chapter 166 of the Florida Statutes, as amended and supplemented and the Charter of the Town, as amended and supplemented, and other applicable provisions of the law.

“**Agreement**” shall mean this Loan Agreement, dated August 7, 2009, between the Town and the Financial Institution and any and all modifications, alterations, amendment and supplements hereto made in accordance with the provisions hereof.

“**Bond Counsel**” shall mean Edwards Angell Palmer & Dodge LLP.

“**Clerk**” shall mean the Clerk of the Town.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended, the applicable Treasury Regulations promulgated thereunder and any administrative or individual interpretations of the same published in a form on which the Town may rely as a matter of law.

“**Designated Revenues**” shall mean (a) the Town Moneys set aside in the General Fund pursuant to Section 2.04 hereof for purposes of payment of the Series 2009 Note, (b) the proceeds of the Series 2009 Note pending the application thereof and (c) any other additional moneys the Town may elect by subsequent proceedings of the Town to encumber for the payment of the principal of, redemption premium, if any, and interest on the Series 2009 Note.

“**Financial Institution**” shall mean Bank of America, N.A..

“**Interest Rate on the Series 2009 Note**” shall have the meaning ascribed to such term in the Note.

“**Loan**” shall mean the outstanding principal amount from time to time of the Series 2009 Note issued hereunder.

“**Non-Ad Valorem Revenues**” shall mean all legally available revenues of the Town derived from any source whatever other than ad valorem taxation on real and personal property, but including appropriable fund balances within all funds over which the Town Commission of the Town has full and complete discretion to appropriate the resources therein and which are legally available for payment of debt service by the Town.

“**Maturity Date**” shall mean October 1, 2014.

“**Noteholder**” shall mean Bank of America, N.A., or any subsequent holder of any Series 2009 Note.

“Note Resolution” shall mean Resolution No. ____-09, adopted by the Town Commission on August 5, 2009, which among other things authorized the issuance of the Series 2009 Note pursuant to this Agreement to finance the costs of the Project.

“Payment Date” shall mean: (i) with respect to principal, October 1 of each year (beginning on October 1, 2010) (each a “Principal Payment Date”) or any date the principal of the Series 2009 Note is optionally prepaid in whole or in part, (ii) with respect to interest, April 1, and October 1 of each year (beginning on April 1, 2010) or any date the principal of a Series 2009 Note is optionally prepaid in whole or in part, and (iii) the Maturity Date.

“Project” shall refer to the acquisition, construction and equipping of certain improvements to land to be used for a municipal parking facility, acquisition of a building to be used for municipal purposes, acquisition and installation of new Public Works Department fuel tanks, replacement of the administrative building roof, acquisition of a storm water utility vehicle and acquisition of parking meters.

“Series 2009 Note” or “Note” shall mean the Town’s Public Improvement Revenue Note, Series 2009.

“State” shall mean the State of Florida.

“Town” shall mean the Town of Lake Park, Florida, a municipal corporation in the State of Florida.

“Town Moneys” shall mean the moneys budgeted and appropriated by the Town from not otherwise pledged, restricted or encumbered Non-Ad Valorem Revenues pursuant to the Town’s covenant to budget and appropriate such Non-Ad Valorem Revenues.

SECTION 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Note Resolution.

This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 1.03. Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

(End of Article I)

ARTICLE II
REPRESENTATIONS, WARRANTIES, AND COVENANTS

SECTION 2.01. Representations by the Town. The Town represents and warrants that:

(1) The Town is a municipal corporation in the State validly existing under the laws of the State, including the Act. Pursuant to the Note Resolution, the Town has authorized the issuance of the Series 2009 Note and the execution and delivery of this Agreement, and the performance by the Town of all of its obligations hereunder and under the Series 2009 Note, and the Town has the power and authority to execute and deliver this Agreement. This Agreement and the Note have been duly executed and delivered by and constitute the legal, valid and binding obligations of the Town, enforceable against the Town in accordance with their respective terms, subject to bankruptcy laws and other laws affecting creditor's rights and the exercise of judicial discretion.

(2) The Town has complied with all of the provisions of the constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by this Agreement or under the Series 2009 Note, and to perform all of its obligations hereunder and the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the Town is a party or by which the Town is bound.

(3) There are no actions, suits or proceedings pending or, to the knowledge of the Town, threatened against or affecting the Town or involving the validity or enforceability of this Agreement, the Note Resolution or the Series 2009 Note, at law or in equity, or before or by any governmental authority, except actions, suits and proceedings that are fully covered by insurance or that, if adversely determined, would not materially impair the ability of the Town to perform the Town's obligations under this Agreement or under the Series 2009 Note.

(4) The financial information furnished to the Financial Institution in connection with this Loan Agreement is complete and accurate, and Town has no known undisclosed direct or contingent liability.

(5) The Town has not incurred any debts, liabilities, or obligations and has not committed itself to incur any debts, liabilities, or obligations other than those disclosed to the Financial Institution in connection with the line of credit hereunder or shown on the financial statements submitted to Financial Institution.

(6) The Town will furnish to the Financial Institution within 270 days after the close of each Fiscal Year an annual audited financial statement of the Town certified by an independent certified public accountant.

(7) The Town shall provide the Financial Institution with its annual budget upon request of the Financial Institution, and the Town shall provide the Financial Institution with the right to inspect or receive copies of other reasonable financial reports, information, accounts, statements, documents upon reasonable prior notice.

SECTION 2.02. General Representations, Warranties and Covenants of the Financial Institution. The Financial Institution hereby represents, warrants and agrees that it is a national banking corporation authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such execution and delivery will not constitute a violation of its charter, articles of association or bylaws. Pursuant to the terms and provisions of this Agreement, the Financial Institution agrees to loan to the Town up to \$1,475,000 for the purpose of financing or refinancing the Project.

SECTION 2.03. Tax Covenant. In order to maintain the exclusion from gross income for purposes of Federal income taxation of interest on the Series 2009 Note, the Town shall comply with each necessary requirement of and not permit any omission under the Code to maintain the exclusion of interest on the Series 2009 Note from gross income for Federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the Town agrees to continually comply with the provisions of the Tax Certificate, to be executed by the Town, at the time the Series 2009 Note is issued, as such certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code (herein referred to as the "Tax Certificate").

The Town shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2009 Note pursuant to Section 148(f) of the Code from amounts available therefor.

Notwithstanding any other provision of the Note Resolution to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Series 2009 Note for Federal income tax purposes, the covenants contained in this Section shall survive the payment of the Series 2009 Note and the interest thereon, including any payment or defeasance thereof.

The Town shall not use or permit the use of any of the proceeds of the Series 2009 Note, or any other funds of the Town, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Series 2009 Note to be an "arbitrage bond" as defined in Section 148 of the Code.

SECTION 2.04. Covenant to Budget and Appropriate. The Town covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available, amounts sufficient to pay the principal of, redemption price, if applicable, and interest on the Note when due, whether at maturity or by mandatory sinking fund redemption, all in accordance with the provisions of this Agreement. Such covenant and agreement on the part of the Town to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Town, the Town does not covenant to maintain any services or programs, now provided or maintained by the Town, which generate Non-Ad Valorem Revenues.

The Town agrees that its covenant and agreement to budget and appropriate Non-Ad Valorem Revenues shall be deemed entered into for the benefit of Noteholders and this

obligation may be enforced by a court of competent jurisdiction. However, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Town from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Town to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Noteholder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of such Town. However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Note, in the manner described herein, Non-Ad Valorem Revenues, and placing on the Town a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241(3), Florida Statutes, which provides, in part, that the governing body of each municipality make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town or which are legally mandated by applicable law.

SECTION 2.05. Future Borrowings. The Town shall not hereafter incur any indebtedness payable from any Non-Ad Valorem Revenues, other than any Non-Ad Valorem Revenues accounted for in an enterprise fund under governmental accounting principles, which could, but for such future indebtedness, be lawfully used to pay principal of or interest on the Note (and any and all such indebtedness payable from Non-Ad Valorem Revenues, other than any Non-Ad Valorem Revenues accounted for in an enterprise fund under governmental accounting principles, whether now existing or incurred in the future, is referred to as "Competing Debt"), unless (i) the amount of Non-Ad Valorem Revenues, other than any Non Ad Valorem Revenues accounted for in an enterprise fund under governmental accounting principles, which could lawfully be used to pay principal of and interest on the Notes received by the Town during the fiscal year of the Town most recently concluded prior to the incurrence of such indebtedness, equals or exceeds 135% of the maximum amount of principal and interest scheduled to be payable on the Note and all Competing Debt (including the proposed debt) during the then current or any future fiscal year and (ii) the Town Manager or Director of Finance of the Town certifies in writing to the Financial Institution that to the best of his or her knowledge no event has occurred which would cause him or her to believe that the amount of Non-Ad Valorem Revenues, other than any Non-Ad Valorem Revenues accounted for in an enterprise fund under governmental accounting principles, which could lawfully be used to pay principal of and interest on the Notes to be received in any future fiscal year to be less than 135% of the amount of principal and interest scheduled to be payable on the Note and all Competing Debt during such fiscal year. For purposes of calculating the foregoing, if any indebtedness bears a variable rate of interest, then the interest rate on such indebtedness shall be assumed to be the higher of (i) the average rate of actual interest borne by such indebtedness during the most recent complete month prior to the date of issuance fo such proposed indebtedness, (ii) the Bond Buyer 25 Revenue Bond index as of the date 30 days prior to the incurrence of the additional debt, provided that if the Town shall have entered into an interest rate swap or interest rate cap or shall have taken any other action which has the effect of fixing or capping the interest rate on such indebtedness for the entire term thereof, then such fixed or capped rate shall be used as the applicable rate for the period of such swap or cap.

SECTION 2.06. Payment Covenant. The Town covenants that it shall duly and punctually pay from Designated Revenues the principal of the Series 2009 Note, the interest thereon at the Interest Rate on the Series 2009 Note on the Payment Dates and place and in the manner provided herein and in the Series 2009 Note according to the true intent and meaning thereof.

(End of Article II)

ARTICLE III
**TOWN'S OBLIGATION, DESCRIPTION,
PAYMENT TERMS, OPTIONAL PREPAYMENT**

SECTION 3.01. Series 2009 Note Not to be Indebtedness of the Town or State. THE SERIES 2009 NOTE, WHEN DELIVERED BY THE TOWN PURSUANT TO THE TERMS OF THIS AGREEMENT, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE TOWN OR THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY AS HEREIN PROVIDED. NO NOTEHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR PALM BEACH COUNTY, FLORIDA, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THE SERIES 2009 NOTE OR THE INTEREST THEREON.

The Series 2009 Note is payable as to both principal, redemption premium, if any, and interest, from a lien on and pledge of the Designated Revenues in the manner herein provided.

The covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the Town of such Non-Ad Valorem Revenues until appropriated in the Town's budget as Designated Revenues but is subject in all respects to the payment of obligations secured by a pledge of Non-Ad Valorem Revenues of the Town heretofore or hereafter entered into (including the payment of debt service on bonds or other debt obligations).

SECTION 3.02. Description and Payment Terms of the Series 2009 Note; Optional Prepayment.

(a) The Town shall, pursuant to authority granted under the Note Resolution, issue and deliver Series 2009 Note to the Financial Institution as Noteholder. The Series 2009 Note shall be designated as "Town of Lake Park, Florida Public Improvement Revenue Note, Series 2009" with such other designation as the Town deems appropriate and the outstanding principal amount of such Series 2009 Note shall not exceed One Million Four Hundred Seventy-Five Thousand Dollars (\$1,475,000). The Series 2009 Note shall be in the form attached hereto as Exhibit A.

(b) The Series 2009 Note shall be dated its date of delivery and bear interest from its date at the rate or rates set forth therein.

(c) Each Series 2009 Note shall be subject to prepayment in the manner set forth in the Series 2009 Note.

(d) Each Series 2009 Note shall be initially registered in the name of the Financial Institution. For so long as the Note remains unpaid, the Town will keep books and records for the registration and transfer of the Note. The Note shall be transferable only upon such registration books in any denomination. The person or entity in whose name a Note shall be registered shall be deemed the registered Noteholder and the absolute owner thereof for all purposes, and the payment of principal and interest on such Note shall be made only to the Noteholder. The

Financial Institution or any subsequent Noteholder shall be entitled to freely transfer, sell or assign the Note, so long as such sale or transfer is in accordance with all applicable federal and State securities rules, laws, and regulations.

(End of Article III)

ARTICLE IV
CONDITIONS FOR LOAN

The Financial Institution shall not be obligated to make any Loan under this Agreement unless at the date specified for the making thereof the Town delivers to the Financial Institution:

(a) A certificate of the Director of Finance of the Town, dated as of the date of such Loan, to the effect that no Event of Default (as defined in Article V of this Agreement and the Note Resolution) which with the passage of time or the giving of notice or both, shall have occurred.

(b) In the event of a change in the Project, the opinion of Bond Counsel that such use shall not adversely affect the exclusion of interest on the Series 2009 Note from gross income for Federal income tax purposes; and

(c) An Opinion of Bond Counsel regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and the Series 2009 Note and the due adoption of the Note Resolution (enforceability of such instruments may be subject to standard bankruptcy exceptions and the like), the exclusion of interest on the Series 2009 Note from gross income for Federal income tax purposes, the designation of the Series 2009 Note as the Town's "qualified tax-exempt obligation" for purposes of Section 265(b)(3)(B) of the Code, that the Series 2009 Note is not a "private activity bond" within the meaning of Section 57(a)(5) of the Code, interest on the Series 2009 Note is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, that such interest is not included in adjusted current earnings when calculating corporate alternative minimum taxable income and that the Series 2009 Note and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined therein; and

(d) Fully executed Series 2009 Note, dated the date of the Loan; and

(e) An executed tax certificate and Internal Revenue Service form 8038-G.

(f) On or before the execution of this Agreement, the Town shall have caused to be delivered to the Financial Institution the following items in form and substance acceptable to the Financial Institution:

(i) Opinion of Counsel to Town regarding the due authorization, execution, delivery, validity and enforceability of this Agreement and the due adoption of the Note Resolution (enforceability may be subject to standard bankruptcy exceptions and the like); and

(ii) A certified copy of the Note Resolution of the Town approving the form of this Agreement and authorizing the issuance of the Series 2009 Note in the principal amount of \$1,475,000 to finance the preliminary costs of the Project; and

(iii) Such additional certificates, instruments and all other closing documents as the Financial Institution, or its Counsel or Bond Counsel, or Counsel to the Town, may deem necessary or appropriate.

(g) Upon satisfaction of the conditions set forth in paragraphs (a)-(f) above, the Town may borrow up to \$1,475,000 from the Financial Institution. The Town shall apply the proceeds to pay for the costs of the Project which shall include but not be limited to:

(i) the costs of architectural and engineering services related to the Project, including, without limitation, the costs of preparation of studies, surveys, reports, tests, plans and specifications;

(ii) the costs of legal, accounting, marketing and other special services related to the Project;

(iii) costs and fees incurred in connection with the issuance of the Series 2009 Note subject to the requirements of the Code and the Tax Certificate;

(iv) fees and charges incurred in connection with applications to federal, state and local governmental agencies for any requisite approval or permits regarding the acquisition of the Project;

(v) costs incurred in connection with the acquisition of the Project, including any necessary rights-of-way, easements or other interests in real or personal property;

(vi) other costs and expenses relating to the Project which are included which are incurred for the purpose of providing for the "Project," and other facilities functionally related and subordinate thereto.

(End of Article IV)

ARTICLE V
EVENTS OF DEFAULT

An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The Town shall fail to make payment of principal or interest on the Series 2009 Note when it becomes due and payable, whether by maturity, by acceleration at the discretion of the Financial Institution as described below, or otherwise; or

(b) Any representation or warranty of the Town contained in Article II of this Agreement shall prove to be untrue in any material respect, which can not reasonably be cured within 30 days; or

(c) Failure by the Town to observe and perform any covenant, condition or agreement on its part to be observed or performed by it under this Agreement or the Note Resolution other than as referred to in clauses (a) or (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Town by the Noteholder, unless the Noteholder shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Noteholder will not withhold its consent to an extension of such time if corrective action is instituted by the Town within the applicable period and diligently pursued until the default is corrected; or

(d) The filing of a petition against or by the Town relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Town or for any relief relating to the Town under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Town, and the continuance of any such event for 90 days undismissed or undischarged.

Upon the occurrence of an Event of Default the Financial Institution may pursue any available remedy at law or in equity or by statute, including any applicable law or statute of the United States of America or of the State, to enforce the payment of principal of an interest on the Note then outstanding or the obligations of the Town thereunder. Immediately and without notice, upon the occurrence of any Event of Default the Financial Institution may declare all obligations of the Town under this Agreement and the Note to be immediately due and payable without further action of any kind and upon such declaration the Note and the interest accrued thereon shall become immediately due and payable. In addition, and regardless whether such declaration is or is not made, the Financial Institution may also seek enforcement of and exercise all remedies available to it under any applicable law.

(End of Article V)

ARTICLE VI
MISCELLANEOUS

SECTION 6.01. Amendments, Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified without the prior written consent of the Financial Institution and the Town. The Town agrees to pay all of the Financial Institution's costs and reasonable attorney fees incurred in modifying and/or amending this Agreement at Town's request or behest.

SECTION 6.02. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 6.03. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 6.04. Term of Agreement. This Agreement shall be in full force and effect from the date hereof and shall continue in effect until the later of (i) October 1, 2024, or (ii) as long as the Series 2009 Note is outstanding.

SECTION 6.05. Notice of Changes in Fact. Promptly after the Town becomes aware of the same, the Town will notify the Financial Institution of (i) any change in any material fact or circumstance represented or warranted by the Town in this Agreement or in connection with the issuance of the Series 2009 Note, and (ii) any default or event which, with notice or lapse of time or both, could become a default under this Agreement, the Note Resolution or a Series 2009 Note specifying in each case the nature thereof and what action the Town has taken, is taking, and/or proposes to take with respect thereto.

SECTION 6.06. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to the Town, Town of Lake Park, Florida, 535 Park Avenue, Lake Park, Florida, 33403 Attention: Director of Finance, and to the Financial Institution, Bank of America, N.A., 9000 Southside Boulevard, Building 100, Jacksonville, Florida 32250, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

SECTION 6.07. Payments Due on Sundays and Holidays. If any date on which a payment is to be made is a Saturday, Sunday, legal holiday or day on which Banking institutions are authorized by law to remain closed in the jurisdiction in which the payment is to be made, then such payment, notice or other action shall be made on the next succeeding day not a Saturday, Sunday, legal holiday or day on which such Banking institutions are authorized by law to remain closed, and no interest shall accrue for the period after such nominal date.

SECTION 6.08. Arbitration and Waiver of Jury Trial.

(a) This Section 6.08 concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) the Note (collectively a "Claim"). For the purposes of this arbitration provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Financial Institution involved in the servicing, management or administration of any obligation described or evidenced by this Agreement.

(b) At the request of any party to this Agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Arbitration Act"). The Arbitration Act will apply even though this Agreement provides that it is governed by the law of a specified state. The arbitration will take place on an individual basis without resort to any form of class action.

(c) Arbitration proceedings will be determined in accordance with the Arbitration Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Section. In the event of any inconsistency, the terms of this paragraph shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, any party to this Agreement may substitute another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted in West Palm Beach, Florida. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed, judgment entered and enforced.

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of the statute of limitations, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement.

(f) This Section does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv)

act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

(g) The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

(h) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This provision is a material inducement for the parties entering into this Agreement.

SECTION 6.09. Incorporation by Reference. All of the terms and obligations of the Note, Note Resolution and other applicable closing certificate and documents are hereby incorporated herein by reference as if said Note Resolution was fully set forth in this Agreement.

SECTION 6.10. No Third Party Beneficiaries. The terms and provisions of this Agreement shall inure exclusively to the benefit of the Town, the Financial Institution, the Noteholders, their successors and assigns and no other person shall have any rights hereunder.

(End of Article VI)

[Remainder of page left blank intentionally]

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Date of Execution set forth below.

TOWN OF LAKE PARK, FLORIDA

SEAL

By: _____
Mayor

Date of Execution: _____

ATTEST:

By: _____
Clerk of the Town of Lake Park, Florida

BANK OF AMERICA, N.A.

By: _____
Name: Linda A. Mason
Title: Senior Vice President

EXHIBIT A
TO AGREEMENT

No. R-1

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF LAKE PARK
Public Improvement Revenue Note
Series 2009

<u>Principal Sum</u>	Interest Rate on the <u>Series 2009 Note</u>	<u>Date of Issuance</u>	<u>Maturity Date</u>
\$1,475,000	_____ %	August 7, 2009	October 1, 2024

KNOW ALL MEN BY THESE PRESENTS, that the TOWN OF LAKE PARK, FLORIDA (the "Town"), for value received, hereby promises to pay, solely from the Designated Revenues described in the within mentioned Note Resolution, to the order of Bank of America, N.A., or its assigns (the "Payee"), at 9000 Southside Boulevard, Building 100, Jacksonville, Florida 32256, or at such other place as the Payee may from time to time designate in writing, the Principal Sum stated above (or such lesser amount as shall be outstanding hereunder) advanced pursuant to that certain Loan Agreement by and between Payee and the Town, dated August 7, 2009 (the "Agreement"), together with interest thereon at the Interest Rate on the Series 2009 Note (subject to adjustment as hereinafter provided) until the Maturity Date stated above or the date the principal amount of this Note is paid, such principal and interest being payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Payee hereof by check mailed to the Payee at the address designated in writing by the Payee for purposes of payment or by bank wire or bank transfer as such Payee may specify in writing to the Town or otherwise as the Town and Payee may agree.

This Note is one of an authorized issue of Notes authorized to be issued in the outstanding aggregate principal amount of not exceeding \$1,475,000 or like tenor and effect, except as to number and date of issue, under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, as amended and supplemented, and other applicable provisions of law, and a resolution duly adopted by the Town on the 5th day of August, 2009, as such resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of said resolution (the "Note Resolution"). Any term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Note Resolution or the Agreement, as the case may be.

Interest on this Note shall be payable semi-annually on each April 1 and October 1, beginning April 1, 2010. Interest on this Note shall be compounded monthly and computed on the basis of a 360-day year consisting of twelve (12) thirty-day months.

The principal amount of the Note shall be paid in annual installments on October 1 of each year commencing on October 1, 2010 through and including October 1, 2024 (“Final Maturity”) in such amounts as indicated on the attached Schedule A.

On October 1, 2024 the entire principal amount of this Note remaining unpaid, together with all interest accrued hereon, shall be unconditionally due and payable.

As used in this Note,

(1) “Code” means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto;

(2) “Determination of Taxability” shall mean interest on this Note is determined or declared by the Internal Revenue Service or a court of competent jurisdiction to be included in the gross income of the Owner for federal income tax purposes under the Code.

Upon the occurrence of a Determination of Taxability, the interest rate on this Note shall be adjusted to a rate equal to 154% of the interest rate otherwise borne hereby (the “Adjusted Interest Rate”), as of and from the date such determination would be applicable with respect to this Note (the “Accrual Date”); and (i) the Town shall pay on the Maturity Date or earlier redemption date (or if this Note shall have matured, within thirty days after demand) to the Payee, or any former Payee, as may be appropriately allocated, an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to the Maturity Date or earlier redemption date, as the case may be, and (B) the actual interest paid by the Town on this Note from the Accrual Date to the Maturity Date or earlier redemption date, as the case may be, and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Payee and/or former Payee arising as a result of such Determination of Taxability; and (ii) from and after the Accrual Date, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

This Note may be prepaid in whole, or in part, on any date, with three (3) days prior written notice to the Payee, by payment in an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment; plus the Prepayment Fee. For purposes hereof, the Prepayment Fee will be the sum of fees calculated separately for each Prepaid Installment, as follows:

(i) The Payee will first determine the amount of interest which would have accrued each month at the Taxable Equivalent Rate for the Prepaid Installment had it remained outstanding until the applicable Original Payment Date, using the interest rate applicable to the Prepaid Installment under the Agreement.

(ii) The Payee will then subtract from each monthly interest amount determined in (i), above, the amount of interest which would accrue for that Prepaid Installment if it were reinvested from the date of prepayment or redemption through the Original Payment Date, using the Treasury Rate.

(iii) If (i) minus (ii) for the Prepaid Installment is greater than zero, the Payee will discount the monthly differences to the date of prepayment or redemption by the Treasury Rate. The Payee will then add together all of the discounted monthly differences for the Prepaid Installment.

The following definitions will apply to the calculation of the Prepayment Fee:

(i) "Original Payment Dates" mean the dates on which the prepaid or redeemed principal would have been paid if there had been no prepayment or redemption. If any of the principal would have been paid later than the end of the fixed rate interest period in effect at the time of prepayment or redemption, then the Original Payment Date for that amount will be the last day of the interest period.

(ii) "Prepaid Installment" means the amount of the prepaid or redeemed principal which would have been paid on a single Original Payment Date.

(iii) "Taxable Equivalent Rate" means the interest rate per annum derived from the following formula: Interest Rate on the Series 2009 Note divided by the difference of (1 minus the Maximum Corporate Income Tax Rate). The "Maximum Corporate Income Tax Rate" is the highest marginal federal income tax rate charged to U.S. corporations in effect at the time of the prepayment calculation. The "Maximum Corporate Income Tax Rate" is currently 35% (or 0.35 in numerical terms).

(iv) "Treasury Rate" means the yield on the Treasury Constant Maturity Series with maturity equal to the Original Payment Date of the Prepaid Installment which are principal payments (calculated as of the date of prepayment in accordance with accepted financial practice and rounded to the nearest quarter-year), as reported in Federal Reserve Statistical Release H.15, Selected Interest Rates of the Board of Governors of the Federal Reserve System, or any successor publication. If no maturity exactly corresponding to such Original Payment Date appears in Release H.15, the Treasury Rate will be determined by linear interpolation between the yields reported in Release H.15. If for any reason Release H.15 is no longer published, the Bank shall select a comparable publication to determine the Treasury Rate.

Upon the occurrence of an Event of Default (as defined in the Agreement), the Payee may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the Town shall also be obligated to pay (but only from the Designated Revenues) as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from

the automatic stay. If any payment hereunder is not made within fifteen (15) days after it is due, then the Town shall also be obligated to pay, from any legally available funds of the Town, as a part of the indebtedness evidenced by this Note a late payment fee in the amount of 4% of delinquent payment, which late payment shall be due and payable immediately.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the Town greater than the amount contracted for herein. In the event the maturity of this Note is accelerated or prepaid in accordance with the provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of the nonusurious interest allowed by the laws of the State of Florida or the United States to the extent applicable, as presently in effect and to the extent an increase is allowable by such laws; and excess interest, if any, shall be canceled automatically as of the date of such acceleration, or, if theretofore paid, shall be credited on the principal amount of the Note unpaid, but such crediting shall not cure or waive any default under the Agreement or Note Resolution.

All payments made by the Town hereon shall apply first to other charges due the Payee, then to accrued interest and the balance thereof shall apply to the Principal amount then due on this Note.

THE NOTE, WHEN DELIVERED BY THE TOWN PURSUANT TO THE TERMS OF THE AGREEMENT AND THE NOTE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE TOWN OR OF THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE DESIGNATED REVENUES, AS PROVIDED IN THE NOTE RESOLUTION. NO NOTEHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR THE STATE, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THE NOTE OR THE INTEREST THEREON.

The Note has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes. This Note may be transferred or exchanged by the Noteholder hereof, but only upon the registration books maintained by the Town and in the manner provided in the Loan Agreement.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation. It is further certified that all of the

representations, warranties, and covenants made and set forth in the Note Resolution and the Loan Agreement and in the ancillary and closing documents relevant to this Note are remade and incorporated fully by reference herein.

The Town hereby waives presentment, demand, protest and notice of dishonor.

IN WITNESS WHEREOF, the Town has caused this Note to be signed by the Mayor, either manually or with facsimile signature, and the seal of the Town to be affixed hereto or imprinted or reproduced hereon, and attested by the Clerk of the Town, either manually or with facsimile signature, and this Note to be dated the Date of Issuance set forth above.

(SEAL)

TOWN OF LAKE PARK, FLORIDA

ATTEST:

By: _____
Town Clerk

By: _____
Title: Mayor

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is one of the Notes delivered pursuant to the within mentioned Note Resolution.

DIRECTOR OF FINANCE,
As Registrar

By: _____
Authorized Officer

SCHEDULE A

<u>October 1</u>	<u>Principal Payment</u>
2010	\$115,000
2011	125,000
2012	140,000
2013	140,000
2014	150,000
2015	65,000
2016	70,000
2017	70,000
2018	75,000
2019	80,000
2020	80,000
2021	85,000
2022	90,000
2023	90,000
2024*	100,000

* Maturity Date

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK, FLORIDA
AND THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of _____ 2009 by and between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN") and the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, a Florida public agency established pursuant to Chapter 163, Part III, Florida Statutes (hereinafter referred to as "CRA").

WITNESSETH:

WHEREAS, the CRA is making certain land acquisitions (hereinafter referred to as "LAND ACQUISITIONS") and undertaking certain improvements (hereinafter referred to as "IMPROVEMENTS") which are within the community redevelopment area of the TOWN; and

WHEREAS, the TOWN believes that the LAND ACQUISITIONS and IMPROVEMENTS serve a public purpose, and wishes to support the LAND ACQUISITIONS and IMPROVEMENTS by providing a loan to the CRA; and

WHEREAS, after completion of the IMPROVEMENTS, the CRA shall be responsible for the subsequent maintenance of the IMPROVEMENTS and related LAND ACQUISITIONS.

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

1. The above recitals are true, correct and incorporated herein.
2. The TOWN agrees to provide the CRA with a loan in amount of \$940,000 (hereinafter referred to as "CRA-LOAN").
3. The TOWN is obtaining the funds with which to make the CRA-LOAN from a loan (the "TOWN-LOAN") the TOWN is obtaining from a bank.
4. In consideration for the CRA-LOAN the CRA agrees to assume all responsibility

for the acquisition of the LAND ACQUISITIONS and for the design, bidding, contact preparation, and contract administration necessary for the IMPROVEMENTS, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations and will comply with all applicable statutes and permitting requirements in the selection of contractors and the installation of the IMPROVEMENTS.

5. The CRA shall obtain or provide all labor and materials necessary for the design and installation of the IMPROVEMENTS. The CRA also agrees to assume financial responsibility for the completion of any portions of the IMPROVEMENTS that are not fully funded by the CRA-LOAN set forth in Paragraph 2, above.
6. As it relates to this Interlocal Agreement, and upon providing reasonable notice, the TOWN may initiate a financial systems analysis and/or an internal fiscal control evaluation of the CRA's use of the proceeds from the CRA-LOAN by an independent auditing firm employed by the TOWN at any time TOWN deems necessary.
7. The CRA shall be responsible for the subsequent maintenance of the IMPROVEMENTS and related LAND ACQUISITIONS. The CRA shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional agency or local government if any are required for the IMPROVEMENTS and related LAND ACQUISITIONS.
8. The CRA shall make payments to the TOWN from legally available moneys of

the CRA in such amounts and at such times as shall correspond to the TOWN's debt service payment obligations on the portion of the TOWN-LOAN that was used to fund the CRA-LOAN. The TOWN will provide the CRA with the applicable debt service payment schedule. Nothing in this Interlocal Agreement shall be construed to compel the ad valorem taxing power of the TOWN, Palm Beach County, Florida or any political sub-division of the State of Florida or taxation in any form of any property therein to pay the CRA-LOAN.

9. Each party shall be liable for its own actions and negligence and to the extent permitted by law the CRA shall indemnify, defend and hold harmless the TOWN against any actions, claims or damages arising out of the CRA's negligence in connection with this Interlocal Agreement or the performance by the CRA as it may relate to this Interlocal Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.
10. Pursuant to this Agreement, the CRA shall, maintain in force its status as an insured governmental special district, and shall provide evidence of this insurance prior to the TOWN's execution of this Interlocal Agreement.
11. The CRA may require each contractor engaged by the CRA for work associated with the IMPROVEMENTS to maintain Worker's Compensation coverage in accordance with Florida Statutes, and;
 - a. Commercial General Liability coverage, including vehicle coverage, in

combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The TOWN shall be included in the coverage as an additional insured.

- b. A payment and performance bond for the total amount of the IMPROVEMENTS in accordance with Florida Statute 255.05.
12. In the event of termination of this Interlocal Agreement, the CRA shall not be relieved of any liability for damages sustained by the TOWN by virtue of any breach of the Interlocal Agreement by the CRA.
13. The TOWN and CRA agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of this Interlocal Agreement.
14. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.
15. This Interlocal Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Interlocal Agreement shall be held in Palm Beach County.
16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Interlocal Agreement shall be born by the respective parties; provided, however, that this clause pertains only to the parties to its Interlocal Agreement.
17. Except as expressly permitted herein to the contrary, no modification,

amendments, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

18. Each party agrees to abide by all applicable governmental codes, laws, orders, rules and regulations.
19. Neither party shall be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party of the liability limits established in Section 768.28, Florida Statutes.
20. This Interlocal, Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.
21. This Interlocal Agreement is entered into pursuant to the provisions of Section 163.370, Florida Statutes and constitutes an interlocal agreement between the TOWN and the CRA pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement and it is effective on the date first above written.

LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY

TOWN OF LAKE PARK, FLORIDA

CHAIR

MAYOR

ATTEST:

ATTEST:

By: _____
AGENCY CLERK

By: _____
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
AGENCY ATTORNEY

By: _____
TOWN ATTORNEY

Date: _____

Date: _____

TAB 6

**Town of Lake Park Commission
Agenda Request Form**

Meeting Date: August 5, 2009

Agenda Item No. 6

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

SUBJECT: Fee for bond counsel.

RECOMMENDED MOTION/ACTION: Authorize fee.

Approved by Town Manager *W. Davis* Date: *7/31/09*

Ann M. Costello
Name/Title *Finance Director*

7/29/09
Date of Actual Submittal

Originating Department: Finance	Costs: NTE \$ 15,000 Funding Source: loan proceeds Acct. #	Attachments: Engagement letter
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance <u><i>none</i></u> <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 _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" 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: Due to the complex nature of the loan that the Town is seeking to finance various projects on a tax exempt basis, as previously discussed, it is necessary to engage the services of a qualified bond counsel firm. The Town has engaged Edwards Angell Palmer and Dodge for this financing deal. Their proposed fee is not to exceed \$15,000 which will be paid at closing with loan proceeds and expensed across the different projects over the life of the loans. This fee will be pro-rated between the participating funds with 63% charged to the CRA Fund, 18% to the Stormwater Fund and 19% applicable to the General Fund.

EDWARDS ANGELL PALMER & DODGE LLP

One North Clematis Street / Suite 400 West Palm Beach, FL 33401 561.833.7700 fax 561.655.8719 capdlaw.com

Richard J. Miller, P.A.
561-820-0274
Fax 888-325-9184
miller@capdlaw.com

July 15, 2009

Via e-mail: acostello@lakeparkflorida.gov

Anne Costello, Director of Finance
Town of Lake Park, Florida
535 Park Avenue
Lake Park, Florida 33403

Re: Engagement of Edwards Angell Palmer & Dodge LLP

Dear Anne:

This letter agreement ("Agreement") will confirm the terms and conditions of your engagement of Edwards Angell Palmer & Dodge LLP ("us" or the "Firm") as bond counsel to Town of Lake Park, Florida (the "Town") in connection with the matter described in Section 1 below.

1. Scope of Services. You are engaging the Firm as your attorney to represent the Town as Bond Counsel in connection with the Town's proposed issuance of approximately \$1,900,000 Town of Lake Park, Florida Public Improvement Revenue Notes, Series 2009 (the "Notes"). We will, endeavor to provide those legal services reasonably required to represent you in connection with such matter. Unless you and we make a different agreement in writing, this Agreement will govern all future services we may perform for you in connection with this and any other matters.

2. Compensation and Billing Practices. Attached hereto is our Firm's Policies on Fees (June, 2006). You agree that such Policies on Fees (June, 2006) shall govern all services we may perform for you in connection with this matter and such other matters for which we are engaged unless we agree otherwise. The current hourly billing rates for Mark-David Adams, P.A., Richard J. Miller and Sarah O'Dea, who we expect to be primarily working on the present matter for you, are \$465, \$575 and \$215 respectively. It is also expected that other attorneys or paralegals in the Firm will be utilized in connection with the present matter. To the extent bills for our services and expenses are not timely paid, the Firm reserves the right to decline to perform further services or to withdraw from representing you. We estimate our fees for attorney time as Bond Counsel for the Notes will be in the range of \$10,000 to \$15,000, but not to exceed \$15,000, assuming the normal course for a bond transaction. Should unexpected events occur which we reasonably believed would cause our fees to exceed this range, we would first obtain your authorization before proceeding further.

The aforementioned fees are exclusive of all costs incurred by us.

3. Costs and Other Charges. We will incur various costs and expenses in performing legal services under this Agreement. You have agreed to pay for these costs and expenses in addition to our fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, overnight delivery fees, postage, parking and other local travel expenses, photo copying and other reproduction costs,

EDWARDS ANGELL PALMER & DODGE LLP

Letter to Ms. Anne Costello
July 15, 2009
Page 2

clerical staff overtime, charges for computer research time and other similar items. Charges for telephone calls (local and long distance), fax services and routine postage will not be itemized; rather a communications charge of 2.5% of the fees for services rendered will be included to cover costs of these expenses.

4. Discharge and Withdrawal. You may discharge us at any time in your discretion. To the extent consistent with our ethical obligations as lawyers, we reserve the right to withdraw with your consent or for good cause. Good cause includes noncompliance with this agreement by you, including failure to pay for our services in a timely manner as provided herein, refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that, in our opinion, would render our continuing representation unlawful or inconsistent with our ethical obligations as lawyers. In the event we pursue legal action to collect overdue amounts from you, we shall be entitled to our costs of collection, including reasonable fees and expenses of any attorneys retained by us, whether within or without our Firm.

5. Conclusion of Representation: Retention and Disposition of Documents. Unless previously terminated, our representation of you will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs.

6. Disclaimer of Guarantee. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Nothing in this Agreement and nothing in our statements to you is to be construed as a promise or guarantee about the outcome of any matter. We make no such promises or guarantees.

7. Post-Engagement/Post-Judgment Matters. You are engaging the Firm to provide legal services in connection with a specific transaction. After completion of the transaction, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the transaction to provide additional advice on issues arising from the transaction, the Firm has no continuing obligation to advise you with respect to future legal developments.

8. Other Clients of the Firm. From time to time you may have other business or legal dealings with one or more of our other existing or future clients. With respect to any client as to which a conflict of interest arises for us by reason of your relationship or dealings with any such other client or by reason of your interests being adverse to those of such other client, you agree that we may, to the extent permissible under applicable rules of professional conduct pertaining to lawyers, either continue our relationships with both you and such other client or to withdraw from our representation of you and continue our relationships with such other client. The foregoing does not act in any way to waive, in advance or otherwise, any

EDWARDS ANGELL PALMER & DODGE LLP

Letter to Ms. Anne Costello
July 15, 2009
Page 3

conflict that would arise on the Firm's representation of an existing or future client in litigation against you.

9. File Retention. Unless you have made other arrangements with us in advance, certain of your files may be destroyed without prior notice to you under our file retention policy. Client files remain on-site while legal work is being performed. Once a matter is concluded, and periodically for inactive files of continuing clients, the responsible attorney reviews each file, removing original documents to be returned to the client. Our Records Management Department performs a final review while entering the file contents in our bar coded Records Management system. Once inventoried, closed files are transferred to off-site storage and retained for a pre-determined time period (currently we hold patent/trademark files for 25 years; trust/estates files for 15 years; and corporate/real estate/litigation files for 10 years). At the end of the retention period, Records Management again reviews the files, designating a portion of the contents for permanent retention and the remainder of the file destroyed.

10. Effective Date. This Agreement shall be effective as of the first date that we performed legal services for you. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may perform for you at your request.

We will handle your matter in accordance with the highest standards of the profession and will be as responsive to your interests as possible. We look forward to maintaining a relationship of mutual trust and confidence. If at any time you have questions or difficulties, please feel free to contact me or one of the Managing Partners of the Firm. If the foregoing correctly reflects our agreement, please so indicate by signing below.

Sincerely,

EDWARDS ANGELL PALMER & DODGE LLP

By Richard J. Sullivan, PA
R. Sullivan

The undersigned has read and understands the foregoing terms and agrees to them effective as of the date Edwards Angell Palmer & Dodge LLP first provided legal services to the undersigned.

Town of Lake Park, Florida

By: _____
Print Name: _____
Title: _____

RJM:jws

TAB 7

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: 8-5-2009

Agenda Item No. 7

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Text change to the Alcoholic Beverages section to exempt businesses on Park Avenue from the requirement that prohibits a business from selling alcohol if it is located within 500 feet of a church, school, park or day care center.

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager [Signature]

Date: 6/8/09

Originating Department: Community Development	Costs: \$ <u>N/A</u> Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>[Signature]</u> <u>7/2/09</u> OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Because of the location of the Baptist Church most of the 700 block of the Park Avenue Downtown District (PADD) is not able to have a business that can sell alcohol because the present code limits a property that is 500 feet from a lot that has a church or school from having an alcohol license. This limits restaurants from locating in this block. It also limits the ability of the theater to have wine receptions and the like.

There is also the potential for the Town to create a village green or park in the downtown and that would further limit restaurants from locating within 500 feet of the town green. This ordinance would exempt the businesses on Park Avenue from the distance regulations as outlined in the Code.

Chapter 6 Alcoholic Beverages

Sec. 6-6. Sale of alcohol near certain uses prohibited.

(a) No person or entity may sell alcoholic beverages for consumption either on or off the premises where the place of sale is within 500 feet of real property that is being used as a church, public or private day care center, elementary school, middle school, high school, or secondary school, or park.

1. Exceptions.

a. Businesses located on Park Avenue between 7th Street and 10th Street are exempt from the distance regulation.

(b) The measurement provided in subsection (a) of this section shall be measured by drawing a straight line between the closest property lines of the place of sale and the real property being used as a church, public or private day care center, elementary school, middle school, high school or secondary school, or park.

(c) For purposes of this section, Kelsey Park, Lake Shore Park and the Lake Park Harbor Marina shall be excluded from the definition of "park" provided that any consumption of alcohol in Kelsey Park or Lake Shore Park must be pursuant to a special event permit which authorizes the sale and consumption of alcohol in Kelsey Park or Lake Shore Park.

(Ord. No. 17-2007, § 2, 8-1-2007)

Cross references: Zoning, ch. 78.

State law references: Authority to regulate location of business, F.S. § 562.45(2)(a); sale of malt beverage for off-premises consumption not subject to municipal zoning, F.S. § 563.021(1)(a).

ORDINANCE NO. 08-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, ENTITLED "ALCOHOLIC BEVERAGES"; PROVIDING FOR THE AMENDMENT OF SECTION 6-6 ENTITLED "SALE OF ALCOHOL NEAR CERTAIN USES PROHIBITED"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has previously adopted regulations pertaining to the sale and consumption of "Alcoholic Beverages" in the Town; and

WHEREAS, the Town Commission has determined that it would be in the best interests of the public to amend Section 6-6 of the Town Code which prohibits the sale of alcohol near certain uses; and

WHEREAS, Town staff has recommended to the Town Commission that it amend Chapter 6 to supplement the existing restrictions on the sale and consumption of alcoholic beverages; and

WHEREAS, the Town staff has recommended to the Town Commission that it adopt regulations and restrictions, prohibiting the possession and consumption of alcoholic beverages in certain public places within the Town, and

WHEREAS, the Town Commission finds that the amending of Chapter 6, to provide a more comprehensive "open container" law regulating the possession and consumption of

alcoholic beverages within the Town would further the health, safety, and welfare of the residents and visitors of the Town of Lake Park.

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

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Chapter 6, Section 6-6 of the Town Code is hereby amended to read as follows:

Sec. 6-6. Sale of alcohol near certain uses prohibited.

(a) No person or entity may sell alcoholic beverages for consumption either on or off the premises where the place of sale is within 500 feet of real property that is being used as a church, public or private day care center, elementary school, middle school, high school, or secondary school, or park. Provided however that businesses located on Park Avenue between 7th Street and 10th Street shall be exempt from this 500 foot distance regulation.

(b) The measurement provided in subsection (a) of this section shall be measured by drawing a straight line between the closest property lines of the place of sale and the real property being used as a church, public or private day care center, elementary school, middle school, high school or secondary school, or park.

(c) For purposes of this section, Kelsey Park, Lake Shore Park and the Lake Park Harbor Marina shall be excluded from the definition of "park" provided that any consumption of alcohol in Kelsey Park, the Lake Park Harbor Marina, or Lake Shore Park must be pursuant to a special event permit which authorizes the sale and consumption of alcohol in Kelsey Park, the Lake Park Harbor Marina, or Lake Shore Park.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. **Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. **Effective Date.** This Ordinance shall take effect immediately upon adoption.

TAB 8

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: 8-5-09

Agenda Item No. 8

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

SUBJECT: Adopt Code language that requires the Town to expedite certain applications for development.

RECOMMENDED MOTION/ACTION: Approval

Approved by Town Manager *W. Davis* Date: 7/10/09

Originating Department: Community Development	Costs: \$ <u>N/A</u> Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Business Development Board (BDB) has requested that all municipalities in Palm Beach County adopt regulations that provide for expedited permitting for large businesses wishing to locate in their community. Expedited permitting can be critical in the decision making process for businesses making location decisions. Eligible businesses would generally fall in the following categories: manufacturing, research, education, aerospace and corporate headquarters. An eligible business would also have to create 30 or more new full-time jobs within the first two years of operation. The Town would agree to give the business application process a top priority and provide short timetables for the review process. Staff recommends approval.

Article VII. Expedited Permitting

Section 67-201 Purpose.

Time is money and expedited permitting is a measurable success factor in location decision making. Expediting permitting assumes property is properly zoned and platted for intended use and includes the following:

- An expedited process for qualified projects
- A business-friendly, single point of contact city staff professional that will expedite projects through the development review process
- Pre-development meetings, initiated by town development professionals. These meetings play a vital role in eliminating unexpected delays during the development review process.
- Town staff assistance with coordination of all necessary parties, such as monthly meetings with utility company representatives and others.

Section 67-202. Applicability.

The following criteria shall be used to determine whether a business qualifies for the expedited permitting program:

- (a) The business must fall into one of the following targeted industry clusters:
1. Aviation/Aerospace/Engineering
 2. Business/Financial service (non-retail)
 3. Bioscience;
 4. Communications/IT
 5. Medical or pharmaceutical research and development
 6. Educational Institution
 7. Corporate Headquarters
- (b) The business shall demonstrate the capability to create 30 new full-time positions within the first two years of operation or within two years of expansion of its operation within the town.
- (c) New employment positions shall be value-added employment based on the average salary paid by the employer. Value-added employment is defined as the average salary for new employment positions created being at least fifteen percent higher than the average current per capita income level in Palm Beach County or fifteen percent higher than the industry average as reported by the Bureau of Economic and Business Research, University of Florida.
- (d) The business shall submit sufficient financial information to the town manager to establish solvency and status as an ongoing business prior to

acceptance into the program. Due diligence reports may include a Dun & Bradstreet report or such other reports as deemed necessary by the town.

Section 67-203. Town's Responsibilities.

For businesses that meet the above described criteria, the Town of Lake Park agrees to take the following actions in an effort to streamline the permitting process:

- (a) The Community Development Director or designee shall be the "Corporate Permit Manager." This staff member serves as the single point of contact with the responsibility of assisting the applicant throughout the development application and permitting process.
- (b) The Community Development Department shall establish the necessary steps required for project approval and permitting in a pre-application meeting and subsequently prepare a timetable within five business days for the project's completion of the development application review and permitting process. A plans review timeline will be developed and agreed upon by both parties which includes submittal deadlines and review for all development related issues.
- (c) The project shall receive priority at every phase of the development application review and permitting process by town staff, including "face-to-face" or "stand-up" meetings to conduct reviews with the applicant present to have an efficient interaction during the review, to get answers immediately to questions, and/or to make expectations clear on how issues will be addressed. Public hearing scheduling shall be expedited if applicable to an application.
- (d) Comments relative to the town's development application review shall be provided to the applicant within ten business days of the submission of a sufficient development application by the applicant. The town and the applicant shall make a mutual commitment to provide development application review comments and plans or revisions thereto in a thorough and timely manner;
- (e) Should any issues arise at any point during the development application review and permitting process, a "face-to-face" or "stand-up" meeting between the town staff and applicant's representatives shall be conducted within three business days of the applicant's notification of the issues.

ORDINANCE NO. 09-2009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA , AMENDING CHAPTER 67 OF THE TOWN CODE ENTITLED "LAND DEVELOPMENT CODE" CREATING ARTICLE VII TO BE ENTITLED "EXPEDITED PERMITTING"; PROVIDING FOR THE CREATION OF NEW SECTIONS 67-201 ENTITLED "PURPOSE"; 67-202 ENTITLED "APPLICABILITY"; AND SECTION 67-203 ENTITLED "TOWN'S RESPONSIBILITIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted a Land Development Code which has been codified in Chapter 67 of the Code of Ordinances; and

WHEREAS, Town staff has recommended to the Town Commission, that it adopt regulations that provide for expedited permitting for businesses proposing to locate in the Town; and

WHEREAS, the adoption of a new Article VII together with Sections 67-201, 67-202 and 67-203 provide for the purpose, applicability and Town's responsibilities with regard to expedited permitting; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to provide for expedited permitting.

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

Section 1: The whereas clauses are incorporated herein as the Commission's legislative

findings.

Section 2. Article VII, Sections 67-201, 67-202 and 67-203 of Chapter 67 are hereby created to read as follows:

Article VII. Expedited Permitting

Section 67-201 Purpose.

The purpose of this Article is to provide an expedited permitting process to encourage businesses to locate or relocate within the Town of Lake Park. An expedited permitting process may be applied to a property which is properly zoned and platted for its intended use to accomplish the following:

- An expedited process for qualified projects
- A business-friendly, single point staff professional whose responsibility it is expedite projects through the Town's development review process
- Provide for pre-development meetings, initiated by appropriate town staff and consultants to eliminate or minimize unanticipated delays during the development review process.
- Town staff coordination of meetings, as necessary with utility company representatives and others.

Section 67-202. Applicability.

The following criteria shall be used to determine whether a business qualifies for the expedited permitting program:

(a) The business must fall into one of the following targeted industry clusters:

1. Aviation/Aerospace/Engineering
2. Business/Financial service (non-retail)
3. Bioscience;
4. Communications/IT
5. Medical or pharmaceutical research and development
6. Educational Institution
7. Corporate Headquarters

(b) The business shall demonstrate the capability to create 30 new full-time positions within the first two years of operation or within two years of expansion of its operation within the town.

(c) New employment positions shall be value-added employment based on the average salary paid by the employer. Value-added employment is defined as the average salary for new employment positions created being at least fifteen percent higher than the average current per capita income level in Palm Beach County or fifteen percent higher than the industry average as reported by the Bureau of Economic and Business Research, University of Florida.

(d) The business shall submit sufficient financial information to the town manager to establish solvency and status as an ongoing business prior to acceptance into the program. Due diligence reports may include a Dun & Bradstreet report or such other reports as deemed necessary by the town.

Section 67-203. Town's Responsibilities.

For businesses that meet the above described criteria, the Town of Lake Park agrees to take the following actions to streamline the permitting process:

(a) The Community Development Director or his designee shall be the Town's "Corporate Permit Manager." This individual shall serve as the single point of contact for qualified businesses and shall have the responsibility of assisting applicants throughout the Town's development application review and permitting process.

(b) The Community Development Department shall establish the necessary steps required for permitting qualified projects in a pre-application meeting and shall prepare a permitting timetable within five business days for the project's completion of an application to the town for review. A plans review timeline shall be developed and agreed upon by both parties which include submittal deadlines and review for all development related issues.

(c) The project shall receive priority at every phase of the development application review and permitting process by town staff, including "face-to-face" or "stand-up" meetings to conduct reviews with the applicant present to have an efficient interaction during the review, to get answers immediately to questions, and/or to make expectations clear on how issues will be addressed. Public hearing scheduling shall be expedited if applicable to an application.

(d) Comments relative to the town's development application review shall be provided to the applicant within ten business days of the submission of an application which has been deemed complete by the town. The town and the applicant shall review comments and plans or revisions thereto in a thorough and timely manner;

(e) Should any issues arise during the development application review and permitting process, a "face-to-face" or "stand-up" meeting between the town staff and applicant's representatives shall be conducted within three business days of the applicant's written notification of the issues.

Section 3. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall become effective immediately upon adoption.

TAB 9

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: August 5, 2009

Agenda Item No. 9

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> ORDINANCE ON SECOND READING |
| <input type="checkbox"/> BID/RFP Award | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Presentation/Discussion Overflow Parking for the Marina

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager

Richard Pittman

Date:

7/31/09

Richard Pittman/CRA Project Manager
Name/Title

July 30, 2009
Date of Actual Submittal

Originating Department: TOWN MANAGER	Costs: \$ 8,600.00 Funding Source: Acct. #	Attachments: None
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" 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 May 6, 2009 Town Commission agenda included a staff presentation of various alternatives to provide additional parking to serve the Marina. One alternative which was approved by the Commission was the use of the vacant Town owned property west of Lakeshore Drive, north and east of the Dunkin Donut property.

At that time the presentation of the parking alternative west of Lakeshore Drive was based on the Town acquiring egress for the parking lot through the Dunkin Donut property. Discussions with the Dunkin Donut property owner's representative have been unsuccessful. Staff will present a revised parking layout not dependant on egress through private property. Discussion and approval to proceed with this revised parking layout is recommended.