

AGENDA

Community Redevelopment Agency Meeting
 Wednesday, August 1, 2012, 6:30 pm
 Lake Park Town Hall
 535 Park Avenue

James DuBois	—	Chair
Kendall Rumsey	—	Vice-Chair
Christiane Francois	—	Board Member
Steven Hockman	—	Board Member
Jeanine Longtin	—	Board Member
Sue-Ellen Mosler	—	Board Member
Tim Stevens	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
Dale S. Sugerman, Ph.D.	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez Lemley, CMC	—	Agency Clerk

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

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- E. **PRESENTATION:**
 - 1. **Proposed CRA 2012-2013 Budget** Tab 1
- F. **2. CRA UPDATES REPORT:** Tab 2
 - 918 Park Avenue (Historic Building)
 - 801 Park Avenue (One Park Place)
 - 826 Park Avenue (Pho Hot Pot)

G. PUBLIC 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 Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

- H. Consent Agenda:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.

Consent Agenda Items Recommended For Approval:

- | | |
|---|-------|
| 3. Approval of CRA Board Meeting Minutes of June 6, 2012 | Tab 3 |
| 4. Approval of CRA Board Meeting Minutes of June 20, 2012 | Tab 4 |

I. DISCUSSION AND POSSIBLE ACTION:

- | | |
|---|-------|
| 5. License Agreement with Artists of Palm Beach County for Occupancy of 800 Park Avenue (Art on Park) | Tab 5 |
| 6. Loan Recommendation for Grumpy Grouper | Tab 6 |
| 7. Accept MHS Enterprises of Lantana, Inc. Promissory Note for Grumpy Grouper Restaurant | Tab 7 |

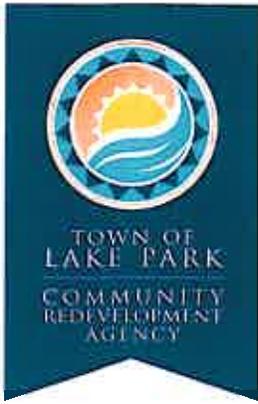
J. BOARD MEMBER COMMENTS

K. EXECUTIVE DIRECTOR COMMENTS

L. ADJOURNMENT

Presentation

TAB 1



**CRA
Agenda Request Form**

Meeting Date: August 1, 2012

Agenda Item No.

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

SUBJECT: _____ DISCUSS CRA BUDGET FOR _____
 _____ FISCAL YEAR 2012/13 _____

RECOMMENDED MOTION/ACTION: DISCUSSION AND DIRECTION _____

Staff Signature _____ *[Signature]* Date: 7/27/2012

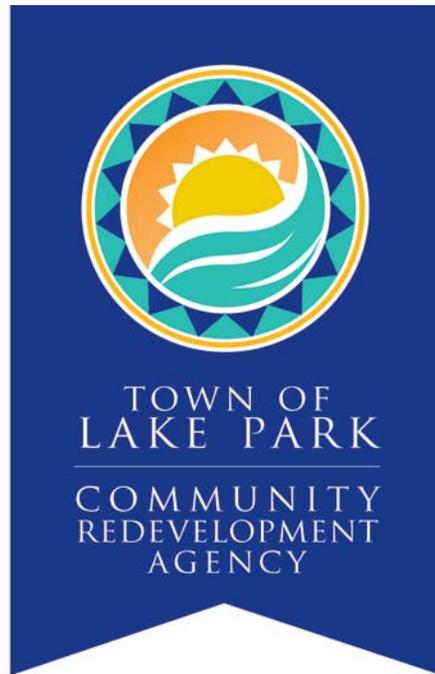
Approved by Executive Director _____ *[Signature]* Date: 7/27/2012

Prepared By: FINANCE	Costs: \$ N/A Funding Source: Acct. #	Attachments: Proposed 2012/13 Budget
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Summary Explanation/Background:

This discussion is intended to inform the Board of the proposed CRA Budget for fiscal year 2012/13.

TOWN OF LAKE PARK
Community Redevelopment Agency
PROPOSED BUDGET



FISCAL YEAR 2012-2013

TOWN OF LAKE PARK

PROPOSED BUDGET

CRA FUND 110

FISCAL YEAR

October 1, 2012 through September 30, 2013

**TOWN OF LAKE PARK - ANNUAL BUDGET
CRA RECAP**

FUND	110	FUNCTION	Community Redevelopment
		ACTIVITY	Revenues & Expenditures

Budget Summary	Actual Expenses 2009-10	Actual Expenses 2010-11	Current Budget 2011-12	Estimate for the Year 2011-12	By Department 2012-13	Proposed Budget 2012-13	Adopted Budget 2012-13
Revenues	822,848	533,851	999,885	422,173	386,760	386,760	-
Personal Services	283,638	336,651	258,235	174,168	-	-	-
Operating Expenses	672,739	595,131	361,050	366,994	125,915	125,915	-
Capital Outlay	254,159	3,999	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Non-Operating	339,442	417,415	385,100	304,308	260,845	260,845	-
Total Expenses	1,549,978	1,353,196	1,004,385	845,470	386,760	386,760	-
Surplus (Deficit)	(727,130)	(819,345)	(4,500)	(423,297)	-	-	-

<u>Personnel Recap</u>		<u>Present</u>	<u>Department</u>	<u>Proposed</u>	<u>Adopted</u>
Economic Development Director		100%	100%	0%	0%
Community Development Director		20%	20%	0%	0%
Recreation Director		25%	50%	0%	0%
Project Manager (25 hrs/week)		50%	50%	0%	0%
Grants Writer		50%	50%	0%	0%
Planner		10%	10%	0%	0%
Code Officer		10%	10%	0%	10%
Art Gallery & Studio Manager		100%	0%	0%	0%
Art Gallery Manager Assistant		100%	0%	0%	0%
		-	-	-	-

11/12 increment	32,144,911	Town	8.5	County	4.8800
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Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
REVENUES								
110-311.100	Ad Valorem Taxes	-	-	259,850	-	-	-	-
110-311.115	Ad Valorem Taxes - County	250,104	163,502	146,025	145,578	138,835	138,835	-
110-311.120	Ad Valorem Taxes - Delinquent	-	-	500,000	-	-	-	-
110-345.305	Art Class Supplies	-	209	-	-	-	-	-
110-345.400	Co-op Jury Fee	525	175	-	-	-	-	-
110-345.705	Co-op Commissions Earned - Art	754	2,923	-	-	-	-	-
110-345.710	Sale by Artist	2,378	11,686	-	-	-	-	-
110-345.725	Co-op Commissions Earned - Prog	-	468	-	-	-	-	-
110-345.900	Co-op Rent - Studio Space	2,845	7,759	-	-	-	-	-
110-345.910	Co-op Rent - Display Space	1,452	4,363	-	-	-	-	-
110-345.925	Co-op Fees - Art Programs	-	905	-	-	-	-	-
110-345.930	Co-op Fees - Firing Fees	-	90	-	-	-	-	-
110-345.950	Co-op Dues	1,320	605	-	-	-	-	-
110-345.955	Co-Op Associate Memberships	100	225	-	-	-	-	-
110-347.005	Festival Jury Fees	-	1,106	-	-	-	-	-
110-347.010	Beer & Wine Festival	1,652	-	-	-	-	-	-
110-347.011	Ride-in to Park	28	-	-	-	-	-	-
110-347.013	Seafood Festival	-	1,083	-	3,654	-	-	-
110-347.014	Holiday Arts & Crafts Fair	-	8,071	-	-	-	-	-
110-347.016	Cruise-in on Park - Jan 2011	-	50	-	-	-	-	-
110-347.017	Cruise-in on Park - May 2011	-	25	-	-	-	-	-
110-347.018	Tree Lighting	-	-	-	150	-	-	-
110-347.310	Entry Fee - 5K Run	1,146	-	-	-	-	-	-
110-347.320	Donations - 5K Run	376	-	-	-	-	-	-
110-347.400	Art on Park Festival - Jury Fe	1,530	-	-	-	-	-	-
110-347.410	Art on Park Festival - Artist	5,746	909	-	-	-	-	-
110-347.415	Art on Park Festival - Vendor	1,620	5,274	-	-	-	-	-
110-347.420	Art on Park Festival - Merchan	817	1,961	-	-	-	-	-
110-361.100	Interest Earnings	523	16	-	500	500	500	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
110-361.120	Interest Income - Bus. Dev. Lo	1,058	513	2,900	2,000	1,600	1,600	
110-361.130	Sales Tax Commissions	20	1,391	-	3	-	-	
110-362.110	Rent - 711 Foresteria	-	73	-	-	-	-	
110-366.300	Event Sponsorship	-	400	-	3,000	-	-	
110-366.310	Sponsorship - 5K Run	1,000	-	-	-	-	-	
110-366.315	Event Sponsorship-Seafood Fest	-	500	-	7,340	-	-	
110-366.320	Sponsorship - Art on Park	1,950	1,200	-	-	-	-	
110-369.100	Miscellaneous Revenue	-	7	-	-	-	-	
110-369.300	Refund Prior Year Expense	-	-	-	100	-	-	
110-381.001	Transfer from General Fund	545,904	318,362	-	259,848	245,825	245,825	
110-389.900	Fund Balance Surplus	-	-	91,110	-	-	-	
	TOTAL REVENUE	822,848	533,851	999,885	422,173	386,760	386,760	-
EXPENDITURES								
110-55-552-520-11000	Executive Salaries	110,823	124,769	120,350	91,474	-	-	
110-55-552-520-12000	Regular Salaries	48,769	48,714	38,525	19,214	-	-	
110-55-552-520-13000	Other & Part Time Salaries	52,562	48,918	46,975	46,975	-	-	
110-55-552-520-14000	Overtime Salaries	278	-	-	-	-	-	
110-55-552-520-15000	Special pay	684	726	720	720	-	-	
110-55-552-520-21000	FICA	16,233	16,847	15,825	7,700	-	-	
110-55-552-520-22000	Retirement	6,026	11,162	7,950	1,940	-	-	
110-55-552-520-23100	Health Insurance	18,671	25,136	22,400	4,200	-	-	
110-55-552-520-23200	Insurance - Dental	1,031	1,136	1,075	250	-	-	
110-55-552-520-23300	Insurance - Life	431	476	540	250	-	-	
110-55-552-520-23400	Insurance - Vision	150	168	130	45	-	-	
110-55-552-520-23500	Disability	2,027	3,025	2,870	1,000	-	-	
110-55-552-520-24000	Workers' Compensation Insuranc	1,310	635	875	400	-	-	
110-55-552-520-25100	Unemployment Compensation	495	4,231	-	-	-	-	
	TOTAL PERSONNEL EXPENSES	259,490	285,943	258,235	174,168	-	-	-
110-55-552-520-31000	Professional Services	72,022	26,122	18,000	13,500	-	-	

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
110-55-552-520-31100	Professional Svc - Town Attorn	5,041	5,197	2,000	7,500	1,000	1,000	
110-55-552-520-34000	Contractual Services	117,500	116,161	104,020	114,500	94,198	94,423	
110-55-552-520-34010	Contract PBC Sheriff	219,031	224,675	112,350	112,350	-	-	
110-55-552-520-34901	Administrative Fee	49,925	72,050	72,050	48,034	-	-	
110-55-552-520-40000	Travel & Training	435	1,026	180	35	-	-	
110-55-552-520-41100	Telephone	2,534	1,954	1,500	1,800	225	-	
110-55-552-520-41200	Postage & Shipping	1,191	1,057	1,000	250	100	100	
110-55-552-520-43000	Utilities	17,973	15,735	14,300	15,750	15,000	15,000	
110-55-552-520-44000	Rental & Leases - Office Space	6,600	6,600	6,600	6,600	-	-	
110-55-552-520-44100	Equipment Rentals	1,763	1,227	1,000	2,225	750	750	
110-55-552-520-44200	Equipment Leases	1,896	1,034	-	-	-	-	
110-55-552-520-45000	Insurance	8,701	11,525	11,720	11,720	12,892	12,892	
110-55-552-520-45400	Insurance Expense - Excess Cov	790	10,689	5,000	-	-	-	
110-55-552-520-46000	Repair and Maintenance	18,288	-	-	6,000	1,200	1,200	
110-55-552-520-46010	Repair & Maint. - Sidewalks	7,853	-	-	-	-	-	
110-55-552-520-46070	Repair & Maintenance - Town Gr	21,437	3,844	-	1,100	-	-	
110-55-552-520-47000	Printing	4,608	3,737	3,000	75	-	-	
110-55-552-520-48000	Promotional Activity	14,264	-	1,500	4,925	-	-	
110-55-552-520-48010	Promotional - Beer & Wine Fest	8,793	116	-	-	-	-	
110-55-552-520-48011	Promotional - Ride-in to Park	3,155	-	-	-	-	-	
110-55-552-520-48012	Promotional - Pet Parade	14	7,388	-	-	-	-	
110-55-552-520-48013	Promotional - Seafood Festival	1,555	17,656	-	10,400	-	-	
110-55-552-520-48014	Promo - Holiday Arts & Crafts	1,766	1,462	-	-	-	-	
110-55-552-520-48016	Promo - Ride-in on Park/Jan 2011	-	1,014	-	-	-	-	
110-55-552-520-48017	Promo - Ride-in on Park/May 2011	-	13,834	-	-	-	-	
110-55-552-520-48050	Promotional - Art Festival	33,199	1,444	-	-	-	-	
110-55-552-520-48055	Promotional - Cruise In On Park	3,390	2,199	-	-	-	-	
110-55-552-520-48100	Advertising	6,655	1,386	-	-	-	-	
110-55-552-520-49000	Other Current Charges	-	-	-	-	-	-	
110-55-552-520-49400	Uniforms & Clothing	-	-	-	-	-	-	
110-55-552-520-51000	Office Supplies	1,629	-	1,000	1,000	-	-	

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
110-55-552-520-52000	Operating Expenses	9,498	1,635	2,000	2,700	-	-	
110-55-552-520-52100	Gasoline & Diesel Fuel	750	814	750	500	-	-	
110-55-552-520-52200	Small Tools & Other	963	209	-	-	-	-	
110-55-552-520-54200	Memberships, Dues, & Subscript	2,510	2,510	2,525	2,525	-	-	
	TOTAL OPERATING EXPENSES	645,729	554,300	360,495	363,489	125,365	125,365	-
110-55-552-520-61501	Property Acq - 711 Foresteria	169	-	-	-	-	-	
110-55-552-520-61503	Property Acq - 800 Park Avenue	2,989	-	-	-	-	-	
110-55-552-520-63000	Improvement Other Than Bldg	2,910	-	-	-	-	-	
110-55-552-520-63103	Improvements - Sidewalks	3,220	-	-	-	-	-	
110-55-552-520-63105	Improvements/Foresteria Proper	11,735	-	-	-	-	-	
110-55-552-520-63106	Improvements/800 Park Avenue	189,330	1,495	-	-	-	-	
110-55-552-520-64100	Machinery & Equipment	20,132	2,504	-	-	-	-	
	TOTAL CAPITAL OUTLAY	230,485	3,999	-	-	-	-	-
110-55-552-520-71000	Principal (See note below)	-	-	-	-	-	-	
110-55-552-520-72000	Interest	-	-	-	-	-	-	
110-55-552-520-73100	Bond Issuance Costs	-	-	-	-	-	-	
	TOTAL DEBT SERVICE	-	-	-	-	-	-	-
110-55-552-520-82110	Grant - Facade Improvements	12,500	-	-	-	-	-	
110-55-552-520-82111	Grant - Business Development	13,030	27,750	40,000	40,000	-	-	
110-55-552-520-82112	Grant - Mos'Art Theater	-	-	-	3,458	-	-	
110-55-552-520-82300	Window Design Coverings	6,533	-	-	-	-	-	
110-55-552-520-82310	Downtown Awnings	-	21,887	-	-	-	-	
110-55-552-520-91001	Transfer to General Fund	84,250	153,751	84,250	-	-	-	
110-55-552-520-91010	Transfer to General Fund - ILA	169,640	169,575	169,525	169,525	169,520	169,520	
110-55-552-520-91030	Transfer - ILA 2009	32,934	27,521	54,795	54,795	54,795	54,795	
110-55-552-520-96200	Unrealized Gain/Loss on Invest	(1,401)	(1,416)	-	-	-	-	

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
	TOTAL OTHER EXPENSES	317,486	399,068	348,570	267,778	224,315	224,315	-
	TOTAL DEPT EXPENDITURES	1,453,190	1,243,310	967,300	805,435	349,680	349,680	-

525 - Art On Park Expenses

EXPENDITURES

110-55-552-525-12000	Regular Salaries	16,606	30,562	-	-	-	-	-
110-55-552-525-13000	Other & Part Time Salaries	3,310	9,766	-	-	-	-	-
110-55-552-525-21000	FICA	1,524	3,190	-	-	-	-	-
110-55-552-525-22000	Retirement	126	141	-	-	-	-	-
110-55-552-525-23100	Health Insurance	2,165	6,174	-	-	-	-	-
110-55-552-525-23200	Insurance - Dental	144	359	-	-	-	-	-
110-55-552-525-23300	Insurance - Life	49	108	-	-	-	-	-
110-55-552-525-23400	Insurance - Vision	17	45	-	-	-	-	-
110-55-552-525-23500	Disability	167	363	-	-	-	-	-
110-55-552-525-26000	Mileage Reimbursement	40	-	-	-	-	-	-
	TOTAL PERSONNEL EXPENSES	24,148	50,708	-	-	-	-	-
110-55-552-525-31000	Professional Services	1,245	4,559	-	-	-	-	-
110-55-552-525-31500	Commissions Paid	2,378	12,461	-	-	-	-	-
110-55-552-525-34000	Contractual Services	1,920	3,750	-	-	-	-	-
110-55-552-525-41100	Telephone	1,401	2,695	-	1,600	-	-	-
110-55-552-525-41200	Postage & Shipping	116	1,331	-	-	-	-	-
110-55-552-525-43000	Utilities	1,743	3,453	-	1,100	-	-	-
110-55-552-525-43250	Garbage & Trash	93	722	555	550	550	550	-
110-55-552-525-46000	Repair & Maintenance	1,054	3,360	-	-	-	-	-
110-55-552-525-47000	Printing	245	232	-	-	-	-	-
110-55-552-525-48000	Promotional Activity	6,744	4,028	-	-	-	-	-
110-55-552-525-49600	Bank Charges/Admin Fees	349	766	-	255	-	-	-
110-55-552-525-51000	Office Supplies	470	818	-	-	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
110-55-552-525-52000	Operating Supplies	6,111	2,280	-	-	-	-	-
110-55-552-525-52200	Small Tools & Others	3,071	376	-	-	-	-	-
110-55-552-525-54200	Memberships, Dues, & Subscript	70	-	-	-	-	-	-
	TOTAL OPERATING EXPENSES	27,010	40,831	555	3,505	550	550	-
110-55-552-525-64100	Machinery & Equipment	23,674	-	-	-	-	-	-
	TOTAL CAPITAL OUTLAY	23,674	-	-	-	-	-	-
110-55-552-525-71000	Principal (See note below)	-	-	-	-	-	-	-
110-55-552-525-72000	Interest	-	-	-	-	-	-	-
	TOTAL DEBT SERVICE	-	-	-	-	-	-	-
110-55-552-525-91030	Transfer to General Fund - ILA 2009	21,956	18,347	36,530	36,530	36,530	36,530	-
	TOTAL OTHER EXPENSES	21,956	18,347	36,530	36,530	36,530	36,530	-
	TOTAL DEPT EXPENDITURES	96,788	109,886	37,085	40,035	37,080	37,080	-
	TOTAL CRA EXPENDITURES	1,549,978	1,353,196	1,004,385	845,470	386,760	386,760	-
	SURPLUS/(DEFICIT)	(727,130)	(819,345)	(4,500)	(423,297)	-	-	-

CRA Budget Analysis FY12-13

Revenues:

- 311.110 **Ad Valorem Taxes** – Tax increment funds (property taxes) from the Town.
- 311.115 **Ad Valorem Taxes – County** – Tax increment funds (property taxes) from the County.
- 311.120 **Ad Valorem Taxes – Delinquent** – Delinquent tax increment funds (restricted reserves) from the Town.
- 361.120 **Interest Income – Business Development Loans** – Interest earned on business development loans provided to businesses within the CRA.
- 389.900 **Fund Balance Surplus** – Funds carried forward from current fiscal year dedicated to the operation of the CRA in Fiscal Year 2012.

Expenditures:

- 520-31100 **Professional Services – Town Attorney** – Cost of services provided by Town attorney estimated at \$1,000.
- 520-34000 **Contractual Services** – Grounds maintenance (Chris Wayne Associates @ \$75,960) for the areas zoned to the CRA, Security services provided under contract and various contracted labor needed (\$18,238).
- 520-41200 **Postage & Shipping** – Postage for general mailing is estimated at \$100.
- 520-43000 **Utilities** – Water (Seacoast) and electric (FPL) costs for utilities and irrigation (\$15,000).
- 520-44100 **Equipment Rentals** - Cost of renting bucket truck (\$750).
- 520-45000 **Insurance** – Property and liability insurance coverage (\$12,892).

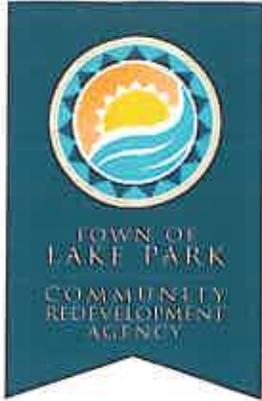
- 520-46000** **Repair and Maintenance** – Repair and maintenance cost of downtown infrastructure (\$1,200) for brick paver repairs, bollard repairs, street light repairs, pressure cleaning, irrigation repairs, etc.
- 520-91010** **Transfer to General Fund – ILA 2008** – Contribution per inter-local agreement between the Town and the CRA for debt service payments due on loan for Alleyway Improvement Project and acquisition of 725 Foresteria (\$169,520).
- 520-91030** **Transfer – ILA 2009** – Debt service payments due on loan for land acquisitions on Foresteria (demolitions and improvements); 711 & 761 Foresteria (\$54,795).

Co-op Expenses

- 525-xxxxx** **Closure of Gallery effective October 1, 2011.**
- 525-43250** **Garbage & Trash** – Estimated Solid Waste Authority assessment (\$550).
- 525-91030** **Transfer to General Fund – ILA 2009** – Debt service payments due on loan for purchase and renovation of building at 800 Park Avenue (\$36,530).

CRA Updates

TAB 2



**CRA
Agenda Request Form**

Meeting Date: August 1, 2012

Agenda Item No. *Tab 2*

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

SUBJECT: CRA Update Report

RECOMMENDED MOTION/ACTION:

Staff Signature Jennifer Spicer

Date: 7/26/2012

Approved by Executive Director

Date: 7/26/12

<p>Prepared By: Jennifer Spicer, Economic Development Director</p>	<p>Costs: \$ 0 Funding Source: Acct. #</p>	<p>Attachments: CRA Updates Attached</p>
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Attached you will find the following CRA Updates.

- 918 Park Avenue- Historical Building
- 801 Park Avenue- One Park Place
- 826 Park Avenue- Pho Hot Pot



CRA UPDATES

August 1, 2012

CRA Meeting

918 Park Avenue

On June 15, 2012, the pending purchase of the historical building located 918 Park Avenue, has been completed. The new property owner is currently working on property improvements to address the outstanding Town code violations. The owner intends to keep the mixed use of the building, and hopes to apply for exterior renovation for the Town's historic preservation board review.

801 Park Avenue

A Prospective buyer has entered into a contract for the purchase of this property; however, it is currently being revised due to necessary minor changes. The prospective buyer intends to maintain the mixed used of the building for future rental of apartments and commercial spaces.

826 Park Avenue

Pho Hot Pot restaurant has been approved for zoning on July 24, 2012. The final fire inspection has been completed on July 25, 2012. The building inspection has been scheduled for July 26, 2012. The restaurant is scheduled to open for business by August 15, 2012, pending the outcome of the building inspection.

Consent Agenda

TAB 3



**CRA
Agenda Request Form**

Meeting Date: August 1, 2012 Agenda Item No. *Tab 3*

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

SUBJECT: CRA Meeting Minutes of June 06, 2012

RECOMMENDED MOTION/ACTION: To approve the CRA Meeting Minutes of June 06, 2012

Staff Signature: *Shari Canada* Date: *7/26/12*
 Approved by Executive Director: *[Signature]* Date: *7/26/12*

Prepared By: Shari Canada, Deputy Agency Clerk	Costs: \$ 0 Funding Source: Acct. #	Attachments: CRA Agenda Minutes Exhibit "A" Exhibit "B" Exhibit "C"
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Summary Explanation/Background:



AGENDA

Community Redevelopment Agency Meeting
 Wednesday, June 6, 2012, 6:30 pm
 Lake Park Town Hall
 535 Park Avenue

James DuBois	—	Chair
Kendall Rumsey	—	Vice-Chair
Christiane Francois	—	Board Member
Steven Hockman	—	Board Member
Jeanine Longtin	—	Board Member
Sue-Ellen Mosler	—	Board Member
Tim Stevens	—	Board Member
.....		
Jamie Titcomb	—	Interim Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez Lemley, CMC	—	Agency Clerk

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

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

E. PRESENTATION:

- 1. Update on Passenger Rail Initiatives in South Florida by Kim Delaney Tab 1
- 2. Financial Update Presentation by Finance Director Blake Rane Tab 2

F. PUBLIC COMMENT

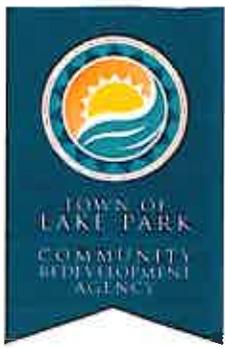
This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so

speakers may be announced. Please remember comments are limited to a **TOTAL** of three minutes.

- G. **Consent Agenda:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.

Consent Agenda Items Recommended For Approval:

3. CRA Board Meeting Minutes of May 2, 2012 Tab 3
- H. **DISCUSSION AND POSSIBLE ACTION:**
4. Special Call Meeting Date for 800 Park Avenue RFQ Shortlist Presentations Tab 4
5. CRA Updates on Projects Tab 5
6. Public Works' Cost Estimates to Maintain Landscaped Areas Within the CRA Tab 6
7. New Restaurant Grant Tab 7
- I. **BOARD MEMBER COMMENTS**
- J. **EXECUTIVE DIRECTOR COMMENTS**
- K. **ADJOURNMENT**



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board Meeting
Wednesday, June 6, 2012, 6:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met on Wednesday, June 6, 2012 at 6:37 p.m. Present were Chair James DuBois, Vice-Chair Kendall Rumsey, Board Members Christiane Francois, Steven Hockman, Jeanine Longtin, Sue-Ellen Mosler and Tim Stevens, Interim Executive Director Jamie Titcomb, and Agency Clerk Vivian Lemley.

Chair DuBois led the Pledge of Allegiance.

Agency Clerk Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

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

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 7-0

PRESENTATIONS:

1. Update on Passenger Rail Initiatives in South Florida by Kim Delaney

Kim Delaney, Treasure Coast Regional Planning Council, made a PowerPoint presentation. (Exhibit "A") She stated that the Treasure Coast Regional Planning Council has been work with the local governments up and down the coast regarding a series of

different passenger rail improvements that are on the horizon and that the purpose of the presentation is to provide an overview of what is going on and to provide background on a planning concept called Transit Oriented Development (TOD). She discussed the differences in the investment other states and countries are making towards transit compared to Florida. She discussed the differences between Transit Oriented Development and Transit Adjacent Development and noted that Tri-Rail is a Transit Adjacent Development. She stated that Tri-Rail is carrying 15,000 people per day which equates to one lane of traffic on I-95. She noted that the transit system would be better utilized if the surrounding areas were Transit Oriented Development. She discussed the different transit "technologies" available in South East Florida.

Board Member Hockman asked what benefit transit would have to the Town. Ms. Delaney stated that most municipalities find opportunities that are not available with the traditional roadway network. She stated that business find that they have better access to employee pools. She stated that it also provides opportunities to live in one municipality and work elsewhere and can utilize the rail system instead of the roadway.

Board Member Hockman stated that he reason he asked the question is because nothing has happened around most the Tri-Rail stations and there has been no growth. He stated that he looked into using the rail system and stated that he found it to be a lot more expensive and a lot more time to commute then to drive for him. He stated that he does not see how it would benefit the Town especially since he saw in the literature that the Town would have to pay \$350,000 annually for the station and the Town does not have that kind of money to pay for a station. He asked who would maintain the station. He stated that if you go to the tri-rail and Amtrak stations they are unmanned, there is no trash clean up and it because the responsibility of the Town if they want to keep it nice to maintain it.

Ms. Delaney stated that in regards to the maintenance that the Regional Transit Authority (RTA) is proposing to entering into agreements with the local governments that have stations that would have a set of responsibilities that would be funded and the RTA would carry them out or the local government could maintain the station and reduce the amount it pays the RTA towards having a station. She stated that it is a negotiable point and that the RTA does not have it all figured out at this time. She stated that she agreed with Commissioner Hockman's statements regarding development along the Tri-Rail corridor. She stated that there were development project along the Tri-Rail corridor that were moving through the financial aspects that were not funded due to the economic downturn. She stated that there is a Transit Oriented Development project being proposed in Palm Beach County and if approved is expected to break ground in the next 12 to 18 months. She stated at the time that Tri-Rail was built the State attempted to gain access to the Florida East Coast (FEC) railroad system and the FEC was not interested and there was no opportunity to negotiate limited access and the State was left with the CSX corridor. She stated that everybody agreed at the time that the CSX was not the best place for the rail service because there would not be the historic downtown that grew up around train stations but, it was the only option at the time. She stated that Tri-Rail was never expected to carry the number of passengers that it did. She stated that transit never is a system that works for everybody but, neither does the roadway network.

Board Member Francois stated that having a train station in this area of Lake Park that already has merchants and other services is a plus for the CRA.

Board Member Stevens stated that he supports bring a passenger rail station to Lake Park for the reasons that Ms. Delaney provided such as delays, congestion, gas prices, pollution, traffic accidents and that he believes it would benefit the businesses within the CRA. He stated that the station would be pedestrian traffic to the businesses and allow for Lake Park residents to travel greater distances both south and north. He stated that he does not know why Tri-Rail was placed on the CSX railway, it belongs on the FEC and that is where everyone wanted it and it should be there. He asked what the chances are that it would ever come over to the FEC.

Ms. Delaney stated that the way that Tri-Rail has been established to date that the next step for Tri-Rail is to expand service onto the FEC and it would continue to operate on the CSX as well.

Board Member Stevens asked if that was expanded service to the north.

Ms. Delaney stated that it would be expanded in both directions. She stated that slide that shows (page 33 of Exhibit "A") both the CSX and FEC working in conjunction is showing what will most likely happen in the long term. She stated that Tri-Rail will continue to operate and in addition Tri-Rail service will come across a new connection in West Palm Beach around 25th Street, it is already designed, and Tri-Rail service will continue and come up to new stations in West Palm Beach and north including Lake Park and southbound possibly as far as Miami.

Board Member Stevens stated that this is just one of the proposals and that there are many different proposals and initiatives. He asked how far away a decision is regarding building a passenger rail station and where to build that station in the Town.

Ms. Delaney stated that the most optimistic forecast to bring service up to North Palm Beach County is about a five year time frame. She stated that the South Florida Regional Transportation Authority is currently working on a proposal that would include a station in Lake Park, if the Town wanted a station and there is a funding requirement for that to happen. She stated that going through the State and local government there is the possibility of having rail service within a five year timeframe. She stated that that planning for a station needs to be underway now and land acquisition would need to begin in a two to three year timeframe at the latest.

Board Member Stevens stated that it seems that Lake Park has many things working in its favor such as centralized location, Olmstead designed Town, walk able and available and competitively priced land and asked what Lake Park could do to be even more attractive for a station.

Ms. Delaney stated that the Town has been doing a great job or making itself transit ready, which is supported by the structure of the Town that is walk able with a mix of uses. She stated that Park Avenue is great evidence of that today. She stated building on that existing structure with things that transit needs such as mix of uses and more

residential use and that as the market begins to recover more of the residential use will come in. She stated that the rental market is being to open and where growth will be seen for the next few years. She stated that the Town could use regulatory incentives to bring the market along. She stated that the planning activities that the Town has been taking on are the right types of activities and that other municipalities are trying to catch up to where Lake Park is currently. She stated that she would be happy to work with Town staff and make recommendations.

Board Member Mosler asked who decides which Town's will get a station.

Ms. Delaney stated that a station would only be possible if the Town wanted to have one and that there are two different proposal moving forward at this time both of the proposal identify the potential for a station within Lake Park but, there are a couple of months on analysis to be done to determine how quickly a station would arrive and during which phase of the project. She stated that there is more to learn regarding the time and that in any scenario interest and financial participation by the Town would be required for a station.

Chair DuBois stated that Lake Park has destination for employers and industry uses and resides to send other places to work and it is an incredible opportunity to share in both directions. He stated that he is interested in the relation between commuter rail and property values and the distance from the rail station and it is important to consider that relationship. He stated that the commuter rail would create users for the business along Park Avenue. He stated that the proximity of the resident to the commercial and industrial areas make the Town stands out as a reason to have a station in Lake Park. He stated that in regards to how that Town contributes to this is that the Town has property that it owns that could go towards the property contribution and for operations there is a very tight community through community services hours, volunteerism and the CRA. He stated that having someone there to assist the passengers is a good thing and there is a big difference between the stations that have it and those that do not. He stated that he would like to see a monetary reward for the community that has gotten further along in the TOD planning.

Ms. Delaney stated that there presentation scheduled for the Metropolitan Planning Organization (MPO) and FEC is on the Planning Council next meeting agenda. She stated the major decisions are expected to come in the fall. She stated that one of thing that Lake Park offers as a destination is that there is not only a mix of business clientele and residential, but also become a more significant night time destination and that this type of destination is very attractive to transit riders.

2. Financial Update Presentation by Finance Director Blake Rane

Blake Rane, Finance Director made presentation to the Board (attached Exhibit "B"). He stated that the financial analysis went back five years to 2008 and included best practices and all applicable rules and regulation. He stated that the recommendations being made were taken seriously with knowledge that it would affect the CRA. He stated that the goal was set to create a simplified operating practice. He stated that additionally it was a goal to create a 2013 budget that builds on efficiencies, cross department cooperation and

innovation. He stated that one thing that was discovered during the process that the situation that the CRA finds itself in is not unique or unusual for 2012 there are several CRA's in Florida are facing similar or worse financial circumstances largely due to the economic downturn. He stated that during the "hayday" of the real estate boom few individuals believed that a crash was possible let alone unavoidable, decisions made in those circumstances may not have looked and felt the way they look and feel in today's light. He stated that in 2008 the CRA had roughly \$900,000 in Tax Increment Financing (TIF) available and at the end of the year there was a fund balance of about \$3.5 million including the purchase of property that year and the establishment of new debt. He stated that fund balance can be thought of as the equity that the fund has built up over the years. He stated that in 2012 the year to date TIF revenue is about \$420,000 and is not likely to change significantly. He stated the operating expenses for 2012 are already about \$400,000 and non-operating expenses are projected to be about \$385,000. He stated that without a change in direction the CRA at the end of the 2012 fiscal year will be in the hole about \$570,000. He stated that the operating expenses have been separated into three groups and provided the detail of the personal related services (page 3 of Exhibit "B"). He stated that the numbers included salary, benefits and taxes and represent total personal costs. He provided an overview of the other operating expenses (page 4 of Exhibit "B"). He stated that the Administrative Fee is an allocation from the General Fund for personnel from the General Fund that is mathematically allocated to the CRA and it includes a small amount of the Commission, Town Manager, Town Clerk, Information Technology and Finance, it is a small percentage of each but it adds up to about \$72,000 for the year. He stated that in Promotional –Seafood Festival there is about \$10,000 in cost incurred but remember that there was about \$11,000 in donations and fees that were garnered so that the Seafood Festival which looks like a big negative on this schedule really is a very close to breakeven plus about \$800. He pointed out on Statement of Operation (page 2 of Exhibit "B") line 3 under Operating Expenses is for about \$112,000 and is for Palm Beach Sheriff's Office (PBSO) and is specific for the CRA. He provided an overview of the Non-Operating (page 2 of Exhibit "B").

Board Member Mosler asked about the PBSO in the non-operating and if the CRA was paying for the one officer assigned to the CRA and a portion of the Town-wide PBSO contract.

Finance Director Rane stated that yes that is that way it has been delivered in the budget and operation schedule that has been done to this point in time.

Board Member Hockman asked if the non-operating includes the loan for the improvements for the alleyway project that is currently underway.

Finance Director Rane stated "yes" and that there are four loan included in the non-operating expenses. He stated that the loans are property acquisition, alleyway improvements, 2009 projects and Art on Park project.

Board Member Hockman asked if the loans include the current alleyway improvement project.

Finance Director Rane stated "yes" the CRA has received the money for that project so that as the project continues the CRA is able to pay the contractors. He stated that the alleyway project has been in the budget since 2010.

Board Member Hockman stated that the current project was not started in 2010.

Finance Director Rane stated that he is changing his comments and advised that the current alleyway improvement project is being funded out of the Storm Water Fund and is not included in the CRA budget. He stated that the objective and direction for this item, first it was to prepare a detailed financial presentation of the CRA, second was to provide the information to the Board regarding the current state of the CRA finances, third to work towards a straightforward CRA operation and best practices framework and fourth to work toward a 2013 budget that builds on efficiencies, cross department cooperation and innovation. He stated that he has recommendations for the Board's consideration. The first recommendation is to discontinue the apportioned general government employee and operational expenses from the CRA effective June 2012 and assign the expenses back to general government and enact a work order system where the CRA would be charged for tasks at an hourly rate that are provided by Town staff at the specific request of the CRA and for its benefit.

Board Member Longtin asked if it is a mandate by the State that it be done that way.

Finance Director Rane stated that it is best practices. He stated that the second recommendation is that the allocation label administrative fee in the other operating expenses be discontinued effective June 1, 2012. He stated that the third recommendation is that the allocation of the Palm Beach County Sheriff's Office general fund line in other operating expenses be discontinued effective June, 2012. He stated that the three recommendations are intended to bring the Town's CRA into compliance with best practices.

Board Member Hockman asked about the elimination of the Sheriff fee and whether that is to eliminate the position or just transfer the funds.

Finance Director Rane stated that the recommendation is to discontinue the allocation of the Town-wide Sheriff contract not the single officer.

Chair DuBois asked for clarification that the change is to redistribute the allocation of the Town's Sheriff's office portion back to the Town.

Finance Director Rane stated "yes".

Chair DuBois asked if there is a separate police officer funded wholly by the CRA.

Finance Director Rane stated "yes" and advised that the contract regarding the CRA officer will be discussed at a later point in time. He stated that the fourth recommendation is to relocate the CRA offices from its current location to an available office in Town Hall as quickly as possible. He stated that staff recognizes that the recommendations significantly affect the Town's general fund and expect that the decision made by this

Board to accept any of the recommendations would require that the Town Commission take the necessary actions to amend the Town budget to account for these expenses. He stated that staff has done a very preliminary analysis of 2013 (page 5 of Exhibit "B"). He stated that the revenue is based strictly on 2012 and that staff knows that there are assumptions in that revenue but, staff does not have any indication on how those assumptions will change from 2012 to 2013 and that it looks like there will be \$405,000 in revenue next year. He stated that there are four debt payments that are non-negotiable that total approximately \$261,000. He stated that leaves approximately \$144,000 for all other CRA activities. He stated that the bottom line is that the CRA revenue is severely limiting at this time. He stated that this presentation was made as part of an effort to make the Town's financials transparent in every way possible and that is his commitment and look to the Board for additional direction.

Vice-Chair Rumsey asked if the Board moves immediately the percentages of the positions that are being charged to the CRA what dollar amount does that handle.

Finance Director Rane stated that it is a little tricky, staff did it person by person because there were vacant positions and would result in about \$20,000 for fiscal year 2012.

Vice-Chair Rumsey stated that is for now until the end of the fiscal year.

Finance Director Rane stated "yes".

Vice-Chair Rumsey asked if the Board redistributes the Palm Beach Sheriff's Office Officer from now to the end of the year.

Finance Director Rane stated "\$28,000" and the administrative fee in other operating expenses is about \$24,000 for a total of \$72,000.

Vice-Chair Rumsey asked about the CRA office.

Finance Director Rane stated that the CRA office is probably about \$20,000 a year and the CRA may not be able to get out of it as rapidly so it is some portion of the \$20,000.

Vice-Chair Rumsey stated that it would be less than half of the \$20,000.

Finance Director Rane stated that it would be less than a quarter of the \$20,000.

Vice-Chair Rumsey asked less than five.

Finance Director Rane stated "yes".

Vice-Chair Rumsey asked if the Board enacts these changes what number does the budget go to.

Finance Director Rane stated that the change is about \$72,000 to \$75,000 and stated on the project 2012 budget (page 2 of Exhibit "B") and look at the line total change in fund

balance it would be about a \$500,000 loss for the year. He stated that the recommended changes would mitigate the losses in the CRA by about \$70,000.

Vice-Chair Rumsey stated so that would keep the CRA at about \$500,000. He asked about the additional expenses that would remain in the CRA such as the full time employee, part time employee and the sheriff's officer.

Finance Director Rane stated that the part time employee has been taken out and what remained is the full time employee, sheriff's officer and the various horticulture contracts.

Vice-Chair Rumsey stated that the Board has a mess here and that he thinks that the Board needs to look at options on how to get this mess taken care of as soon as possible. He stated that he supports all four of the recommendations to go into effect immediately. He stated that he does not think it goes far enough in what must be done to get the CRA where it needs to be. He stated that the next schedule meeting is on July 4th and he does not think anyone will be here and that he does not want to wait until August to make a decision and requested that the Board direct staff to come back to the Board with a Special CRA meeting either on June 20th or June 27th and he would prefer the meeting on June 20th. He asked if additional recommendations could be prepared and brought back to the Board for a June 20th meeting.

Interim Executive Director Titcomb stated that the changes recommended would also require action by the Town Commission and that has been scheduled for June 20th Commission Meeting and that it would be a good place to land the revisit of this issue based on the direction that the Board provides at this meeting. He stated that later on this agenda is a discussion regarding the landscaping in regards to contract versus in-house. He stated that there are a lot of moving parts to this item and that it has been the task of Finance Director Rane to simplify the construct of the CRA budget.

Vice-Chair Rumsey asked if the Board provides direction at this meeting as to the recommendations presented then on June 20th the Commission will be presented with the same recommendation to take the positions back into the Town budget.

Interim Executive Director Titcomb stated "yes" that there are two sides to this decision. He stated then decisions would have to be made regarding the reallocation of the remaining funds in the CRA.

Board Member Mosler stated that if the Board follows that recommendations the CRA would still have to pay the Director, Sheriff, grounds maintenance and debt service and asked if there is anything else the CRA would have to pay. She stated that if the Board does the administrative change it would only be if a work order was filed to use Town personnel.

Finance Director Rane stated that there are other expenses such as power for the light, water for the plants, so it is not 100% just those but, those are the big items.

Board Member Mosler asked if the Board, which is made up by a majority of Commission Members, decided to take this action and move the administrative work back to the Town then the Commission would have to agree to that correct.

Finance Director Rane stated "yes".

Board Member Mosler asked if there was a conflict there.

Finance Director Rane stated that with the current administration the Board would need to pass a budget amendment to change the CRA budget and the Commission would need to pass a budget amendment to change the Town's budget.

Board Member Hockman stated that there will be shortfall of \$500,000 which will carry over into next year and the next and if the CRA spends what it has spent this year the CRA will be 1 million plus in the hole.

Finance Director Rane stated he will not let the budget go there because there is a requirement to provide a balanced budget for next year, so the hard decisions are still to come on how the CRA budget is done. He stated that it will be an allocation of the most important components of the CRA will get to spend about \$145,000.

Board Member Hockman stated that how he is seeing it is that the money that is projected to come in is already making up and there is still going to be shortfall. He stated just the debt service not including the personnel will put the CRA \$500,000 in the hole.

Finance Director Rane stated that the revenue minus the debt service is \$144,000 and that there will be \$144,000 to spend on everything else.

Interim Executive Director Titcomb stated that this is just a simple math presentation of just the known numbers additional improvement in the economy, additional revenues and programming might add to the balanced budget when the proposed budget is presented to the Board.

Board Member Stevens stated that he has been saying for months that the calculations look bad but, he just did not know how bad they were. He stated that as a CRA Board Member he is leaning toward option number two which shifts most of the remaining expenditures of general employee and operational expenses back to the general budget where they arguably belong however, as a Town Commissioner he is not quite as excited. He asked if the Board decides to go with option two the amount being shifted back to the general fund from the CRA is about \$72,000 to \$75,000.

Finance Director Rane stated that the savings would be approximately \$72,000 and if the CRA office lease can be terminated another \$4,000 to \$5,000 for this fiscal year.

Board Member Stevens asked how is general fund going to absorb that difference or is that discussion for the next meeting.

Finance Director Rane stated that discussion is for the next meeting. He stated that until actual cost reduction decisions are made that the discussion regarding how the general fund will absorb the difference cannot be made.

Board Member Stevens asked for an explanation regarding 2011 budget line item Ad Valorem – Delinquent is 0 and in 2012 it is \$500,000 (page 1 of Exhibit “B”).

Finance Director Rane stated that was the budget that was passed.

Board Member Stevens stated that he knows the budget passed by the auditors by the CAFR standards.

Finance Director Rane stated that the budget is not reviewed by the auditors until it is passed by Commission and the auditor did point out to his predecessor that he read the following “It is my opinion that the \$500,000 ought not to have been shown as revenue in the 2012 budget. I can not speculate as to why it was inserted there. I do not know or understand the facts, it is our best guess that it should have been shown as a balance sheet item as cash but not as revenue.”

Board Member Stevens stated that about a year ago that Ms. Davis and Ms. Costello stated that the Town owed the CRA about \$833,000 in delinquent TIF. He asked that under these numbers there is no ad valorem delinquent TIF.

Finance Director Rane stated that delinquent TIF on line 3 (page 1 of Exhibit “B”) is the interest the Town owed the CRA on the delinquent TIF that was paid during those periods. He stated that the TIF was taken as revenue during the periods that it was collected and put on the balance sheet and the cash was not moved to the CRA at that time. He stated that it is an accounting issues and suggested that Board Member Stevens ask the auditors on June 20 when the CAFR is presented. He stated that the money was received by the Town and the CRA reported the funds as revenue but the cash never moved from the Town to the CRA and that is why it was delinquent TIF.

Board Member Stevens asked if as of right now does the general fund owe delinquent TIF to the CRA.

Finance Director Rane stated that as of right now the CRA owes the Town about \$800,000 and the Town owes the CRA about \$800,000 there is about a \$40,000 difference and with the help of the Town’s auditor he will move those moneys back and forth at this fiscal year end and clean that mess up.

Board Member Stevens asked how much the CRA owes the Town in terms of the 2008 and 2009 bond debts for the various expenses.

Finance Director Rane stated the CRA debt analysis is shown in non-operating (page 1 of Exhibit “B”) and those are the exact amounts that need to be funded by the CRA to the Town. He stated that there is an interlocal agreement between the CRA and the Town to pay those four debt instruments.

Board Member Stevens stated that the annual debt service is around \$260,000.

Finance Director Rane stated "yes" it is \$260,777 for 2013.

Board Member Stevens asked if the ad valorem from the Town is \$260,000 so all there is left to work with in the CRA is the \$145,000 which is what is left.

Finance Director Rane stated "yes it could be looked at that way."

Board Member Stevens asked if the total of on the 2008 and 2009 CRA related bonds is \$2.7 million.

Finance Director Rane stated that he did not have that number with him.

Board Member Stevens asked about the \$800,000 the CRA owes the Town and what those funds are for.

Finance Director Rane stated that the CRA is borrowing from the Town every month. He stated that in 2010 the CRA ran a deficit of \$700,000 and in 2011 \$820,000.

Board Member Mosler asked if the CRA is borrowing money from the Town that the Town owes the CRA.

Finance Director Rane stated that right now what the Town owes the CRA and the CRA owes the Town is about equal within about \$40,000. He stated that at year end he will work with the auditor to zero it all out.

Board Member Stevens stated that he supports Vice-Chair Rumsey's suggestion to bring back options on June 20, 2012 and the Board can figure out how to run the CRA with \$145,000 a year.

Board Member Longtin stated that she has been saying for months that the numbers have not been accurate and that it is very important that this Board understands that numbers that have been given in the past are now needing to be looked at otherwise if the Board does not understand then the Board will definitely be looking at problems again in the future. She stated that she finds it a huge conflict and disservice to the Town for her to serve both as a Board Member and a Commissioner and that she thinks there should be a true CRA Board not made up of the Commission. She stated that she agrees with the staff recommendations and that she does not know that an additional CRA meeting is needed and that she believes that right now that the people in charge are working in the best interest of the Town and will allow them to do as they see fit.

Board Member Francois asked for Finance Director Rane to provide an overview of what is being recommended to be removed from the CRA budget.

Finance Director Rane provided an overview of what items are being recommended to be removed for 2012 as of June 1, 2012. He stated that the allocation of personnel would be

about \$20,000; administrative fee would be about \$24,000; and the Palm Beach County Sheriff Deputy would be about \$28,000, which equals \$72,000.

Board Member Francois asked about the landscaping.

Finance Director Rane stated that there are three big expenses that are still in the CRA and that staff will based on Vice-Chair Runsey request provide options to the Board and the options would have to do with the landscaping, security and staff.

Board Member Francois stated that she supports the recommendations made by staff at this time.

Chair DuBois asked if staff believes that at the preliminary point that the general fund of the Town is able to receive and stated that he is comfortable that staff would not be offering these four options if staff did not feel that the Town had the capability of adopting amendments to receive these items.

Finance Director Rane stated that four recommendations that have been made for fiscal year 2012 he is comfortable with, fiscal year 2013 will be in his estimation a very challenging budgeting process across all of the funds.

Chair DuBois asked if this year's budget could be corrected.

Finance Director Rane stated that it does not really get the CRA out of any financial bind, since it is only \$72,000 out of \$570,000. He stated that we are just making a small progress as we go along.

Chair DuBois asked if Finance Director Rane felt that in the Town's point of view that there will be some proposals provided by the next meeting and that the CRA will not stick the Town with something it cannot handle.

Interim Executive Director Titcomb stated that this is step one of a multi step process, this first step extracts the apportioned positions that are budgeted in the CRA and puts them back in general government. He stated that staff feels that the CRA should do that for structural reasons and that the Town is in a position to accept that change.

Chair DuBois stated that it was what he wanted to hear, that the Town will be in a position to accept the proposed changes. He suggested a motion that would incorporate the support of staff recommendations and include the scheduling of another meeting.

Board Member Mosler clarified that what is being suggested is for the Board to accept staff recommendation, it would then be brought to the Town Commission for their approval. She asked what would be on the agenda for the June 20, 2012 meeting if the Town Commission approves the recommendations.

Chair DuBois stated that he is requesting a meeting on June 20, 2012 in case they need to review any other recommendations or changes staff may propose.

Motion: A motion was made by Vice-Chair Rumsey to approve Consent Agenda #2 with staff recommendations; Board Member Francois made the second.

Chair DuBois asked if the motion would include the scheduling of a June 20, 2012 meeting.

Vice-Chair Rumsey stated that he would make it as a separate motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 7-0.

Motion: A motion was made by Vice-Chair Rumsey to schedule a meeting on June 20, 2012 where staff will make recommendations on additional cuts to the CRA budget; Board Member Francois made the second.

Interim Executive Director Titcomb stated that the June 20, 2012 meeting will replace the July 4, 2012 meeting.

Chair DuBois suggested having several workshops scheduled between first and second reading of the budget like last year because this will be a very complicated budget, not only for the CRA, but also for the Town budget.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member			

Jeanine Longtin	X		
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 7-0.

Public Comment:

None

Public Comment Closed.

CONSENT AGENDA:

3. CRA Board Meeting Minutes of May 2, 2012

Motion: A motion was made by Board Member Hockman to approve CRA Board Meeting Minutes of May 2, 2012 on the Consent Agenda; Board Member Stevens made the second.

Board Member Mosler stated that the word “not” was missing from two separate paragraphs in the minutes.

Board Member Longtin asked if Board Member Mosler could be more specific as to where the word “not” be placed.

Board Member Mosler stated that the first spot was on page 8 where it states “Board Member Stevens stated that he believes that the Board has all the facts as of yet and that it is not prudent to vote for anything at this meeting.” She stated that it should say “Board Member Stevens stated that he believes that the Board does **not** have all the facts...”. The second is on page 15 half way down the page where Board Member Mosler is speaking. She stated that the sentence says “ She stated that the “worm farm” located next to her business is acceptable per Code...”. She stated that it should read “She stated that the “worm farm” located next to her business should **not** be acceptable per Code...”.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member			

Jeanine Longtin	X		
Board Member			
Tim Stevens	X		
Vice-Chair			
Kendall Rumsey	X		
Chair			
James DuBois	X		

Motion passed 7-0.

DISCUSSION AND POSSIBLE ACTION:

4. Special Call Meeting Date for 800 Park Avenue RFQ Shortlist Presentations

Interim Executive Director Titcomb explained the history of the item stating that an Request For Qualifications (RFQ) took place for 800 Park Avenue Gallery. He explained that the Town received three (3) submittals, Artist of Palm Beach County, Cynposium Inc, and KP Art Studio, with each providing information on their programs. He asked that the Board set a date in which the three (3) companies can do a presentation for the Board.

Board Member Hockman asked how much time each presenter would be given.

Interim Executive Director Titcomb asked that the Board make that decision so that they can move forward with this project.

Board Member Hockman asked if the presentation can be conducted on June 20, 2012 along with the CRA agenda items and make the regular Commission Meeting shorter.

Interim Executive Director Titcomb pointed out that with the agendas being so long it may be better to schedule the presentations for a different night.

Chair DuBois pointed out that the CRA will only have the one item on June 20, 2012 and left it would be a great opportunity to have the presenters come and speak to the Board.

Interim Executive Director Titcomb explained that they can schedule the presentations for June 20, 2012 and provide each presenter with a time limit.

Chair DuBois asked if three 20 minute presentations would work.

Interim Executive Director Titcomb asked if three 15 minute presentation would be better, but that it was up to the Board to decide. He explained that the three RFQ submittal packets were provided to the Board several weeks ago so this would allow the Board to speak with the presenters and make a selection.

Chair DuBois stated that they would start with the 15 minutes presentation and allow a few minutes for questions and answers, which could lead to each presenter having a total of 25 minutes.

Interim Executive Director Titcomb reminded the Board that during the regular Commission Meeting of June 20, 2012 there will be a presentation of the Comprehensive Annual Financial Report (CAFR) and several other agenda items to consider that evening. He stated that the CRA portion of the evening will easily take an hour and then they will move into the other items that are being requested by the Board.

Chair DuBois asked if June 20, 2012 would work for everyone's.

The Board came to consensus to move forward and have the 800 Park Avenue presentations on June 20, 2012.

Interim Executive Director Titcomb clarified that the CRA Board meeting would begin at 6:30 p.m. on June 20, 2012.

The Board came to consensus to begin the meeting at 6:30 p.m.

Board Member Mosler asked how many submitted packets for the RFQ.

Interim Executive Director Titcomb stated that three (3) submittals were received.

Chair DuBois thanked the applicants for being present this evening.

5. CRA Updates on Projects

Economic Development Director Jennifer Spicer explained that during the May 2, 2012 CRA Board Meeting some questions were raised that she was prepared to answer and that she had updates to provide to the Board. See exhibit "C". She explained that Don Ramón's has put his restaurant proposal on hold until the new building at 801 Park Avenue is completed. She explained that Pho Hot Pot restaurant is waiting on the final Seacoast Utility, and Palm Beach County Fire Rescue inspections before the owner applies for the Business Tax Receipt and Occupational License. She stated that the goal is to open the restaurant on July 5, 2012.

Vice-Chair Rumsey asked what date was the final inspection schedule to take place.

Economic Development Director Spicer stated that the paperwork had been submitted yesterday and that after the electrical is complete the Building Department will schedule the final inspection. She continued providing the Board with updates on the other projects, such as the E-Newsletter. She explained that she has recently taken over the distribution of the E-Newsletter and is currently working with the Interim Town Manager on its redesign. The E-Newsletter will be distributed on a bi-weekly basis regarding the CRA.

Vice-Chair Rumsey asked when the E-Newsletters will begin.

Economic Development Director Spicer explained that by the end of the week she will be working with Constant Contact on the redesign because there were portions in the design that she could not change.

Vice-Chair Rumsey asked as of what date can they begin to see the E-Newsletter sent on a regular bi-weekly basis.

Economic Development Director Spicer stated next week Monday.

Vice-Chair Rumsey verified that by next Monday they will receive the first E-blast.

Economic Development Director Spicer confirmed and stated that it would allow the business to participate in the newsletter.

Vice-Chair Rumsey explained that Monday is the worse day to send out E-blast.

Economic Development Director Spicer explained that they originally were going to send it out on Friday, but by sending it out on Monday it would allow for additional time to gather information. She continued her updates by explaining that there is a new business that would like to come to the Town by the name of "Grumpy Grouper." She stated that they have participated in the Seafood Festival and they seek approval of a grant from the Board.

Interim Executive Director Titcomb stated that this is a separate agenda item which will be discussed later in the meeting.

Vice-Chair Rumsey pointed out that she had skipped around in the report so he wanted to go back to the beginning and discuss each item. He started with Channel 18 and asked when will the five to seven featured businesses be posted.

Economic Development Director Spicer stated that they are currently running on Channel 18.

Vice-Chair Rumsey asked which businesses were being featured this month.

Economic Development Director Spicer explained that seven from Park Avenue were chosen, then 10th Street and then the industrial area. She stated that she has a meeting scheduled with several businesses in the industrial area because they are interested in sharing their business plan with the CRA to be placed on the website, Channel 18 and the newsletter.

Vice-Chair Rumsey asked for the current calendar of events.

Economic Development Director Spicer stated that the only event scheduled is the Seafood Festival due to lack of staff. She suggested that now that there is a new Recreation Director that they bring back the Holiday Arts and Craft Festival with a few modifications such as bringing in food vendors.

Vice-Chair Rumsey recommended that no other events be placed on the calendar until a decision is made with the budget.

Economic Development Director Spicer asked for clarification to continue with the Seafood Festival.

Vice-Chair Rumsey stated that too much effort has already been spent on the event to cancel it now.

Chair DuBois asked for clarification because his understanding was that each of the events have been revenue neutral and therefore is concerned that they are stopping a cycle of events that have taken a number of years to build and are consistent with the CRA Plan. He felt that as long as the events are revenue neutral or positive they should continue and recalls that the Arts Festival grew the second year.

Economic Development Director Spicer stated that they had budget funds for Art on Park, which was the first event in 2010. She stated that they then followed with Car Shows, which were at no expense to the CRA. She stated that the only event that has been completely free to the CRA because of sponsorships has been the Seafood Festival. She clarified that all the events moving forward have not budget funds allocated and must be sponsored.

Chair DuBois asked if there was any expenses after the startup funds.

Economic Development Director Spicer stated that yes there were some expenses.

Chair DuBois asked about how much was spent on the events.

Economic Development Director Spicer stated that depending on the event and gave the Seafood Festival as an example of an event that paid for itself. She stated that if they could do the same for all the events it would be beneficial.

Chair DuBois clarified that what is being said is that at this point there is no event that is revenue positive or neutral other than the Seafood Festival.

Economic Development Director Spicer agreed.

Interim Executive Director Titcomb clarified that in the past the CRA staff has been tasked with assisting with the Marina Sunset Celebrations, which are also revenue neutral events.

Board Member Longtin concurred with Chair DuBois that as long as the event does not cost the Town they should not be limited and that the CRA staff takes direction from the Board, not just one person.

Chair DuBois felt that that was Vice-Chair Rumsey point.

Vice-Chair Rumsey stated that his question was answered in that the other events do cost the Town money.

Chair DuBois stated that if the Town can produce an event that is revenue positive then there is potential to give more attention to the Downtown CRA area.

Economic Development Director Spicer explained that in previous years an event budget had been set and felt that events should be funded by sponsorship funds.

Chair DuBois stated that staff should seek if sponsorship is available for CRA events. He stated that Kiwanis came in and sponsored St. Patrick's Day and Easter, which are events that were not in the CRA. He stated that there was a person that sponsored a Bar-B-Q even that was held in the CRA.

Board Member Longtin pointed out that Town did have to pay for something and that the event was not completely free by having staff clean.

Chair DuBois stated that the Board chose to elected to have services free of charge, but that it was up to the Board. He recalled providing free of charge services to get the events started.

Board Member Hockman recalled having events sponsored, such as the Art Show.

Economic Development Director Spicer explained that none of the events received sponsorship like the Seafood Festival.

Board Membership Hockman asked if there were records to indicate how much an event cost and how much sponsorship was raised for the event.

Economic Development Director Spicer stated that she can provide that information. She stated that the Seafood Festival collected \$7,440 in sponsorship funds and \$3,555 was collected in vendor fees, which covered all the expenses of the events.

Board Member Longtin stated that the Seafood Festival is such a unique event because people are still talking about that event. She felt that every event prior to that event must have cost the Town some funds. She stated that as long as the Board is being provided with true and accurate number and the event is truly not costing the Town any funds, then she personally does not want to stop staff from a brainstormed idea they may have for an event.

Vice-Chair Rumsey continued on to the next question on the report. He asked about the new businesses that have opened in the CRA (see page 3 of Exhibit C). He asked if the hair salon had opened on June 1, 2012 as indicated in the report.

Economic Development Director Spicer stated that the owner just received an approval from the Building Department and is in the process of moving into the location.

Vice-Chair Rumsey clarified that the business has not opened yet.

Economic Development Director Spicer confirmed that the business had not opened yet.

Vice-Chair Rumsey asked about the other businesses on the report. He asked if the sale of 918 Park Avenue had been completed.

Economic Development Director Spicer stated that the sale has not been completed and explained that the sale stipulation would be signed by the Special Magistrate and by Monday the sales should be completed.

Vice-Chair Rumsey asked by the sale of 801 Park Avenue and the status.

Economic Development Director Spicer explained that there was a complication with the financing bank and that the transaction is still in process.

Board Member Hockman noticed that the Mos`Art event still appears on the Community News section of the CRA website and asked that it be updated.

Economic Development Director Spicer stated that she would check the website.

Board Member Hockman stated that none of the businesses in the CRA are listed on the CRA website that are on the west of the train tracks. He also pointed out that none of the businesses along Silver Beach Road are listed.

Economic Development Director Spicer stated that on the CRA website is a link that includes all the businesses in the industrial area.

Board Member Hockman stated that he is referring to the same list that she is talking about and no businesses within Silver Beach Road are shown. He stated that there are only about five or six businesses, but they are not reflected on the list.

Economic Development Director Spicer stated that she will verify the list.

Board Member Hockman asked why the Twitter account is locked so that people are not able to receive tweets.

Economic Development Director Spicer stated that she receives tweets all the time.

Board Member Hockman stated that he went in to see what was happening and had to enter in a lot of information including passwords, which is not normal and if the intent is to have people gain access to see what is going on in Town then the person should not have to enter so much information.

Economic Development Director Spicer stated that she would have to review to see if she can figure out what is going on with the Twitter account. She asked if Vice-Chair Rumsey had experienced the same thing because she had not been made aware of any issues with the account. She explained that the CRA has been communicating very well through the website, Links, Facebook, Twitter, Newsletter and a new tool called Clout.

Vice-Chair Rumsey verified that the Twitter account name was townoflakeparkcra.

Economic Development Director Spicer confirmed and stated that there use to be an account called parkavenuecra.

Chair DuBois was glad to hear that the industrial businesses were being listed because that had been new direction that was given by the Board.

Economic Development Director Spicer explained that the Building Department is keeping her in the loop as businesses are moving into the CRA.

Chair DuBois stated that it would be nice to view a You-Tube video interview of the businesses that are coming into the CRA.

Board Member Longtin wanted to know what the outreach program will be to reach all of the businesses in the CRA and not just those on Park Avenue and 10th Street.

Economic Development Director Spicer explained she has begun getting out to each of the businesses and that periodically she will reach more businesses in the CRA.

Board Member Longtin asked if the Economic Development Director would be able to visit every single business within the CRA by the end of 2012. She asked if she were to visit every business next year would they all be able to say that the Economic Development Director has spoken to them about the CRA.

Economic Development Director Spicer response was "absolutely".

Vice-Chair Rumsey clarified that the CRA Twitter account is downtownparkave., and the last tweet arrived was on May 18, 2012. He stated that you have to have a Twitter account in order to view tweets.

Board Member Hockman stated that he does have an account, but it required a password to view the tweets.

6. Public Works' Cost Estimates to Maintain Landscaped Areas Within the CRA

Public Comment Open:

Chris Wayne, 15863 97th Drive North, Jupiter stated that he was available to answer any questions of the Board.

Public Comment Closed:

Interim Executive Director Titcomb explained that Public Works Director Dave Hunt would be presenting this item to the Board. He stated that that Dave Hunt will explain the landscape and maintenance issues in the Town and especially the CRA.

Public Works Director Hunt explained that at the last meeting the Board directed him to provide cost estimates to take over the landscape areas in the CRA. He explained that the CRA has two landscape contracts, one with Chris Wayne and Associates (CWA), which

is the larger of the two contracts. He thanked Chris Dellago for being present and available to answer questions of the Board. He described the CRA landscape boundary which CWA maintains as the three blocks on Park Avenue, 10th Street north of Park Avenue to Northlake Boulevard, and the alleyways. He explained that Tree Huggers is the second contract for landscape maintenance is the CRA. He explained that the contract is to maintain the Town green, the two alleyways immediately north of the Town green, a portion of the community garden, the lot south of the Fire Rescue Station on 10th Street, the alleyway west of 9th Street, the alleyway north side of Discount Auto Parts between 10th Street and Park Avenue parallel along the FEC Rail line. He explained that CWA maintains the devil strips between the sidewalk and the curb on Water Tower Road from Old Dixie to Congress Avenue. He reiterated that the contract does not solely cover the three blocks of Park Avenue. He stated that he provided his best estimate on what it would take to maintain the specific areas in-house.

Chair DuBois asked if Public Works would begin the maintenance of the medians on Flagler Boulevard and continue to maintain the pocket parks around Town would that cause the schedule to be tight.

Public Works Director Hunt explained that Public Works has picked up W. Ilex Park and Flagler Boulevard could possibly double their maintenance schedule.

Board Member Longtin asked how picking up Flagler Boulevard could double their maintenance schedule.

Public Works Director Hunt explained that by having the turf that would need to be mowed.

Board Member Longtin asked if Public Works is not already mowing Flagler Boulevard.

Public Works Director Hunt stated that Flagler Boulevard will need to be mowed much more frequently once it is irrigated and sodded, currently the grass does not grow that fast.

Chair DuBois explained that once it starts to receive fertilizer four times a year, irrigation and sod it will need to be maintain. He felt that the area was about three to four acres total and asked how many acres total that area is.

Public Works Director Hunt stated that its about 3500 linear feet, so it calculated to just under one acre.

Board Member Longtin asked what areas of Town receive four fertilizations a year.

Public Works Director Hunt stated that Park Avenue receives fertilizer four times a year, while the Parks (Kelsey and Lake Shore) receive it twice a year.

Chair DuBois pointed out that the Town is down to two fertilizations from four a year.

Public Works Director Hunt stated that the schedule had been as high as four times a year, but is currently at two times a year.

Chair DuBois referred to the recommendation from staff in which it calls to add one and a half person to the Public Works staff. He asked how we can staff a half person.

Public Works Director Hunt stated that the half person is a part-time employee that works at the ball field and would recommend making that person a full-time employee. He explained that the duties at Bostrom Park would still need to be completed, but would be shared between the ball field and the CRA.

Chair DuBois asked that overall another person would still be necessary.

Public Works Director Hunt agreed and explained that the vision would be to have the work order system where an hourly rate per person and equipment is scheduled to work particular areas of the CRA. He gave an example that if Public Works would be working on the Flagler Boulevard median they would not be charging the time worked to the CRA, it would be charged to the General Fund.

Chair DuBois explained that it would be the other way around, where Public Works would be charging the CRA for its operation.

Public Works Director Hunt agreed, but stated that they would charge an hourly rate, not a flat rate.

Board Member Hockman asked if Public Works did not take on the extra duties in the CRA would there be adequate staff to continue operating effectively.

Public Works Director Hunt stated that there is no plan to request the addition of staff in the next fiscal year.

Board Member Hockman noticed that there are alleyways within the Town that have not been mowed and the grass is now waist high.

Public Works Director Hunt explained that the Toro Turf mower being used to cut those areas of Town is no longer being used, instead a Bush Hog is being used. He explained that as a result of the change in mowers the grass will grow taller than before.

Board Member Hockman expressed concern with the tall grass in those areas of Town.

Public Works Director Hunt explained that with the rains lately cause the weeds to grow faster than usual.

Chair DuBois wondered if it would be wise to include the Marina in the CWA contract and take the load off of Public Works.

Public Works Director Hunt asked if direction is to go out for a Request For Proposals (RFP) then a clear scope would be needed to know exactly which areas should be included.

Chair DuBois stated he would turn to Mr. Hunt to provide suggestions of what areas in Town would best be contracted out for services.

Board Member Hockman redirected the conversation back to the mowing and stated that according to the CRA map the ball field is in the CRA.

Public Works Director Hunt stated that the CRA boundary does not go as far as the ball field.

Board Member Hockman asked if the CRA boundary map on the website was inaccurate.

Public Works Director Hunt stated he was not familiar with the map on the website.

Chair DuBois clarified that the ball field is the Town's responsibility.

Public Works Director Hunt agreed that it was General Fund responsibility.

Interim Executive Director Titcomb reminded the Board that they had received information earlier in the evening about the state of the CRA and the different priorities that the Town and CRA have and recommended that the Board give overall direction as to keeping the CRA in-house versus contracting it and having staff come back with proposals.

Chair DuBois stated that in his opinion he would like to have the CRA contracts go month-to-month until it is clear how the CRA will fund those services.

Interim Executive Director Titcomb suggested that staff speak with the vendors and see if there is a way to obtain greater efficiencies with the contractors in both the CRA and the Town.

Vice-Chair Rumsey stated that his understanding is that the contract is set to automatically renew.

Public Works Director Hunt explained that this is the end of a three year contract and it has a clause to renew for two - one year terms. He explained that the contract expires at the end of fiscal year 2012.

Vice-Chair Rumsey suggested reviewing the options seriously and would like to know what would be the most cost effective way to maintain the landscape in the CRA area. He suggested going out to bid and including the landscape at the Marina. He spoke directly to Chris Dellago of Chris Wayne and Associates and explained that he has been an amazing partner to the Town and the CRA has never look so good. He mentioned many of the events in which CWA has donated to including changing planting material at no charge to the Town. He explained that due to the current financial situation that the Town finds itself in we may need to explore other options.

Chris Dellago of CWA approached the podium and stated that he has been doing this work all his life and puts a lot of pride into his work. He stated that the relationship that

has been built with the Town is more than just maintaining the properties, it has become a personal relationship for the past eight years. He recapped all the different projects he has designed and maintained in the Town and CRA, such as the design of Park Avenue and the alleyways. He expressed concern with where the conversation is leading and suggested focusing on where to generate revenue instead of cutting back on how well the Town currently looks. He expressed concern with material deteriorating which the Town has spent money on will become another capital improvement project down the road. He suggested seriously reviewing what they want to do because they will be able to find a company that can do it cheaper, but the Town may not find a company that can do it better. He explained that over the course of several years different pieces of work have been taken on by CWA and when reviewed it may come out that all the services are worth more than what CWA charges.

Vice-Chair Rumsey asked when was the last time he raised the rates.

Mr. Dellago stated that the rates have not raised in eight years.

Vice-Chair Rumsey stated for the record that the CWA rates have not raised in eight years.

Mr. Dellago explained that several years ago CWA reduced the rates at the Marina to assist the Town.

Vice-Chair Rumsey reiterated that his efforts are appreciated and thanked him.

Mr. Dellago thanked the Board as well.

Board Member Longtin agreed that CWA has done a great job and has heard how good Park Avenue looks, but unfortunately the businesses are not on Park Ave to support it. She explained that the Town has the fourth highest tax rate in Palm Beach County and his statement about finding revenue to support the landscaping really means to take more money out of the tax payers' pockets because the businesses are not coming to the Town. She stated that she feel that many more projects should go out to bid and hopes that CWA will bid on those projects. She explained that when she heard him say to find more revenue it meant to her that they should go to the tax payer and with the budget time approaching they have to really look at things.

Mr. Dellago stated that his point is that a small amount of money can be spent which will avoid a large amount from being spent down the road.

Board Member Longtin stated that she gets compliments all the time about how good Park Avenue and 10th Street look. She stated that she has a hard time hearing that the tax payers should fund everything.

Chair DuBois stated that he does not have the ability to compare the year to year because the funds were not available and asked that the item be brought back to the Board.

Interim Executive Director briefly explained that staff will be reviewing the contracts and removing areas in which Public Works can handle the work in hopes that the contract cost will be lowered.

Chair DuBois asked that the recommendation be repeated.

Interim Executive Director Titcomb explained that Public Works will review and speak with the contractors and will then come back with options for the Board.

Chair DuBois asked that staff provide options for the Town contracts as well. He explained that if the Town ends up with a capital improvement project in several years for landscaping then it will show that the cut back did not work. He stated that this process needs to be viewed from both sides including the new areas, such as the triangle parks, Flagler Boulevard median.

Board Member Stevens suggested going with native plants, drip irrigation, zero-scape or little landscape to make the Town look good with the funds that are available.

Public Works Director Hunt explained that what is really being discussed is the level of service. He stated with an RFP what is generally requested is the cuts per year. He stated that on the CWA contract is calls for 52 cuts and 52 events per year. He suggested making changes to the contract where during the dry season they would request fewer cuts. He stated that when it comes to alternative ideas on landscape Mr. Dellago is the best. He explained a few of the options that would be included in the RFP, such as a certified horticulturist, landscape architect or an arborist on staff.

Chair DuBois stated that the service he provides is valuable and appreciated.

Board Member Mosler stated that landscaping is expensive work and labor intensive. She stated that she was glad to hear, contrary to all the rumors, that the Mr. Dellago was not from Miami contractor that had not bid on the project. She stated that she had heard many times that the contractor was from Miami and had not placed a bid.

Board Member Francois asked if the irrigation on Flagler begun.

Public Works Director explained that it had not begun and that a bid opening would be taking place in a few weeks.

Board Member Francois asked if that project should be delayed.

Chair DuBois explained that the project was outside the CRA.

Board Member Longtin asked if the item would be brought back at the June 20, 2012 CRA meeting.

Interim Executive Director Titcomb explained that it would be coming back, but not necessarily on June 20, 2012.

Chair DuBois believes that the budget numbers will be provide during the budget process.

Public Works Director Hunt stated that in the agenda packet are the CRA budget figures and was not sure what else the Board would need from him.

Chair DuBois clarified that the Board does not have an entire budget for the CRA.

Board Member Longtin pointed out if Mr. Hunt goes out to bid he will need to start that process now. She stated that she agrees with going out to bid on everything and felt that they need fresh eyes on everything.

Chair DuBois suggested continuing with the contractors on a month-to-month basis until substantial numbers on a budget for both the Town and the CRA until solid numbers can be reached.

Board Member Longtin asked if the contractors had committed to go month-to-month or would that be something that he will be asking of the contactors.

Chair DuBois requested that they follow up with the contractors.

Board Member Longtin seconded that request.

Public Works Director Hunt stated that he would follow up with the contractors and find out if they are willing to go month-to-month past their September 30, 2012 expiration date.

Board Member Longtin asked if they can report back on this at the June 20, 2012 CRA meeting.

Interim Executive Director stated that they would commit to bring answers many of the questions posed this evening.

7. New Restaurant Grant

Economic Development Director Spicer explained that Mr. and Mrs. Smith, owners of the Grumpy Grouper in Lantana, are interested in opening a business in Town. She explained that they are interested in the same location that Don Ramon's was going to occupy. She explained that Grumpy Grouper has a vendor at the past Seafood Festivals and have shown a great interest in coming to the Town. She introduced Rick and Mary Smith to the Board.

Mr. Smith explained that two years ago he was approached to open a restaurant in Town. He explained that at that time they were not ready to expand their business, but they are now. He stated that he was told that the CRA may have grant funds available to assist him with opening a second location in Town.

Board Member Hockman explained that during the meeting they have been discussion the financial state of the CRA and he is having a hard time with this item when the CRA is about \$500,000 in the hole.

Chair DuBois stated that the figure was inaccurate.

Board Member Hockman explained that the figure was basically what the Finance Director provided earlier.

Board Member Stevens stated that the annual debt service to the CRA is about \$260,000.

Mr. Smith stated that he understands the state the CRA and was told that the funds were available for Don Ramon, which was not used. He wondered why the money was not available for them to use, but clearly understands now. He assured the Board if they did grant him the money that he would match it and place a wonderful restaurant in the CRA, which would be open by October 1, 2012.

Vice-Chair Rumsey asked Finance Director Rane if the \$40,000 was reflected anywhere in the figures mentioned earlier today.

Finance Director Rane stated that figures provided earlier do reflect a \$40,000 grant.

Vice-Chair Rumsey recapped that the \$40,000 was never taken out of the budget.

Finance Director Rane agreed.

Chair DuBois asked if they can make the budget work with this grant. He asked if they were at a point where they needed to modify the grant to either \$10,000 or \$20,000 instead.

Finance Director Rane stated that the Board has different options and would ask the Executive Director to explain those options to them. He stated that in the number is the grant.

Interim Executive Director Titcomb explained that realistically the CRA would take a loan from the Town to award this grant.

Vice-Chair Rumsey asked Mr. Smith if the following scenario would work for him. He asked if the CRA granted him \$10,000 now and then once he opened the doors to the restaurant there would be \$10,000, which would pull the CRA through this budget cycle, then six months after the doors are open the CRA would grant them \$20,000. He asked would he be able to work around terms like that.

Mr. Smith stated that he could work around terms like that, but would need to discuss with his wife.

Mrs. Smith approached the podium and stated that they would be putting over \$70,000 of their own money into this project. She explained that they have the funding and are ready

to move forward. She gave a brief history of their location in Lantana and stated that they are here to offer support to our community. She stated that they are taking a gamble on the CRA as the CRA is taking a gamble with them.

Vice-Chair Rumsey agreed and appreciated their honesty. He stated that as long they could agree to terms like this then it would help the CRA get through to the next budget cycle. He stated by bringing in this anchor restaurant it would bring people to the street which will generate revenue for the CRA. He explained that he supports their business but needs to make sure that the way things are done make sense.

Board Member Hockman recapped that this was what he was referring to and that the Board has to answer to the citizens of the Town.

Chair DuBois thanked them.

Interim Executive Director Titcomb asked if staff should bring back a revised proposal at the June 20, 2012 CRA Board meeting for consideration.

Chair DuBois agreed.

Board Member Longtin stated that she would like him to ask the business owner exactly what they would need and wondered who told them that there was \$40,000 that was available in the budget.

Mrs. Smith stated that it would cost them \$110,000 to open the restaurant.

Mr. Smith explained that it was the same amount that was offered to Don Ramon's.

Board Member Longtin stated that now that the numbers were being "trued up" they are seeing a different picture. She stated that she knows people that have eaten at their restaurant and has heard nothing but great things about it.

Board Member Stevens agreed that they can be an anchor restaurant in Town and although they are well established in Lantana it does not mean that they would be successful in Lake Park. He stated that an incentive is helpful for their business and thanked them for coming.

Board Member Longtin clarified that this item would be on the agenda for discuss at the June 20, 2012 CRA Board meeting.

Interim Executive Director Titcomb clarified that he was speaking about a reconfiguration of a grant document and thought he may have said loan earlier.

Board Member Longtin stated that the grant documents that she has viewed in the past had been faulty and things needed to be included in that document, such as date certain completion and open the doors and several others.

Interim Executive Director Titcomb stated that the mile posts that were referenced in this meeting would be included in the document.

COMMENTS BY BOARD MEMBERS AND EXECUTIVE DIRECTOR

Board Member Francois felt it was great that the Grumpy Grouper would be coming to Town.

Board Member Mosler hoped that the Town does not lose them.

Chair DuBois stated that he got the impression that they really want to come to the Town and we would really like to have them here.

Board Member Hockman no comments.

Board Member Stevens no comments.

Board Member Longtin no comments.

Vice-Chair Rumsey no comments.

Chair DuBois thanked staff for all of their hard work in putting together the agenda and the audience for remaining at the meeting.

Executive Director Titcomb no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Longtin and seconded by Board Member Stevens, and by unanimous vote, the meeting adjourned at 9:18 p.m.

Chair, James DuBois

Agency Clerk, Vivian Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

Exhibit "A"



*What is Transit-Oriented Development
& Why Does it Matter for
The Town of Lake Park?*

TREASURE COAST REGIONAL PLANNING COUNCIL

JUNE 2012

Why Should I Care About Transportation and Land Use?



2010 Most Congested Regions in US:

Southeast Florida Rankings

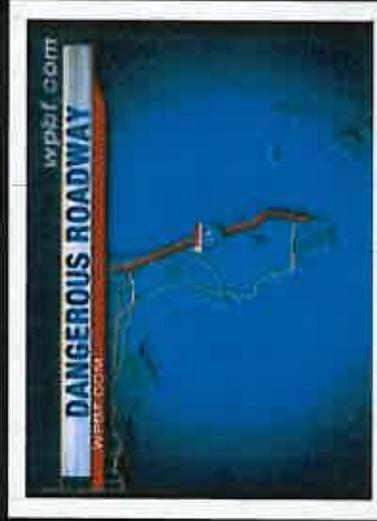
#7 in Travel Delay

140 Million hours lost per year

#8 in Congestion Costs

\$3.2 Billion wasted per year

SOURCE: TTI 2010 Urban Mobility Report (Dec 2010)



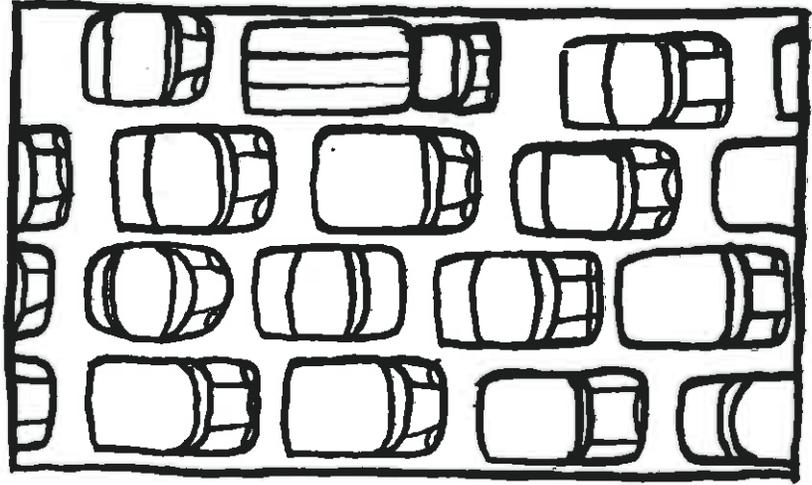
Report: I-95 In Fla. Most Dangerous Roadway In Country

662 Fatal Accidents, 765 Total Fatalities Occurred On I-95 From 2004 To 2008

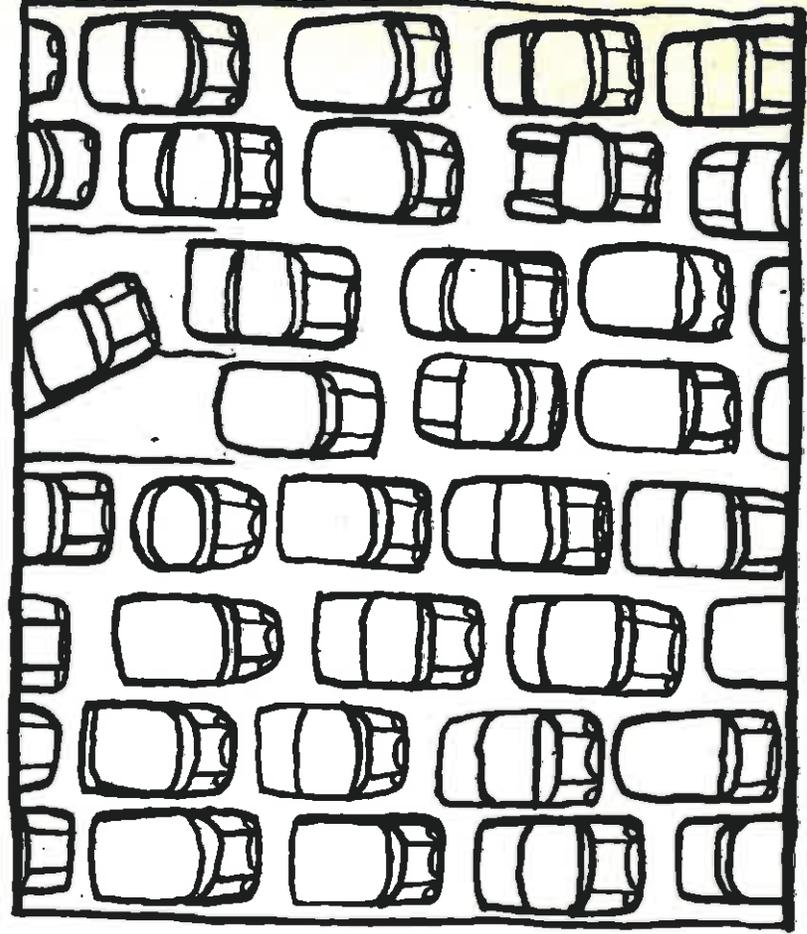
Congestion or Mobility?

INTERSTATE IMPROVEMENT PLAN...

2003

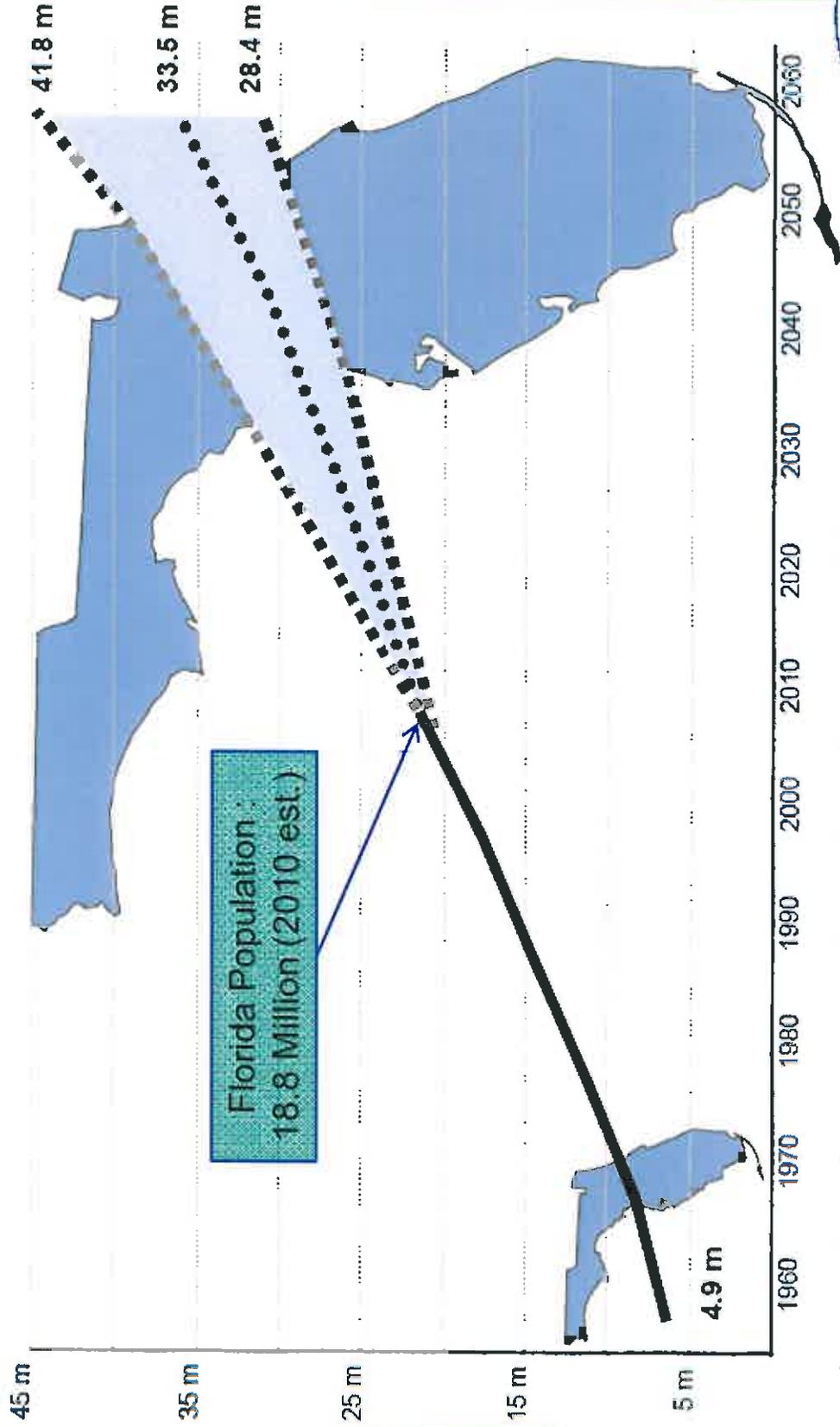


2030



STALKER.
©THE CINCINNATI POST.
2003

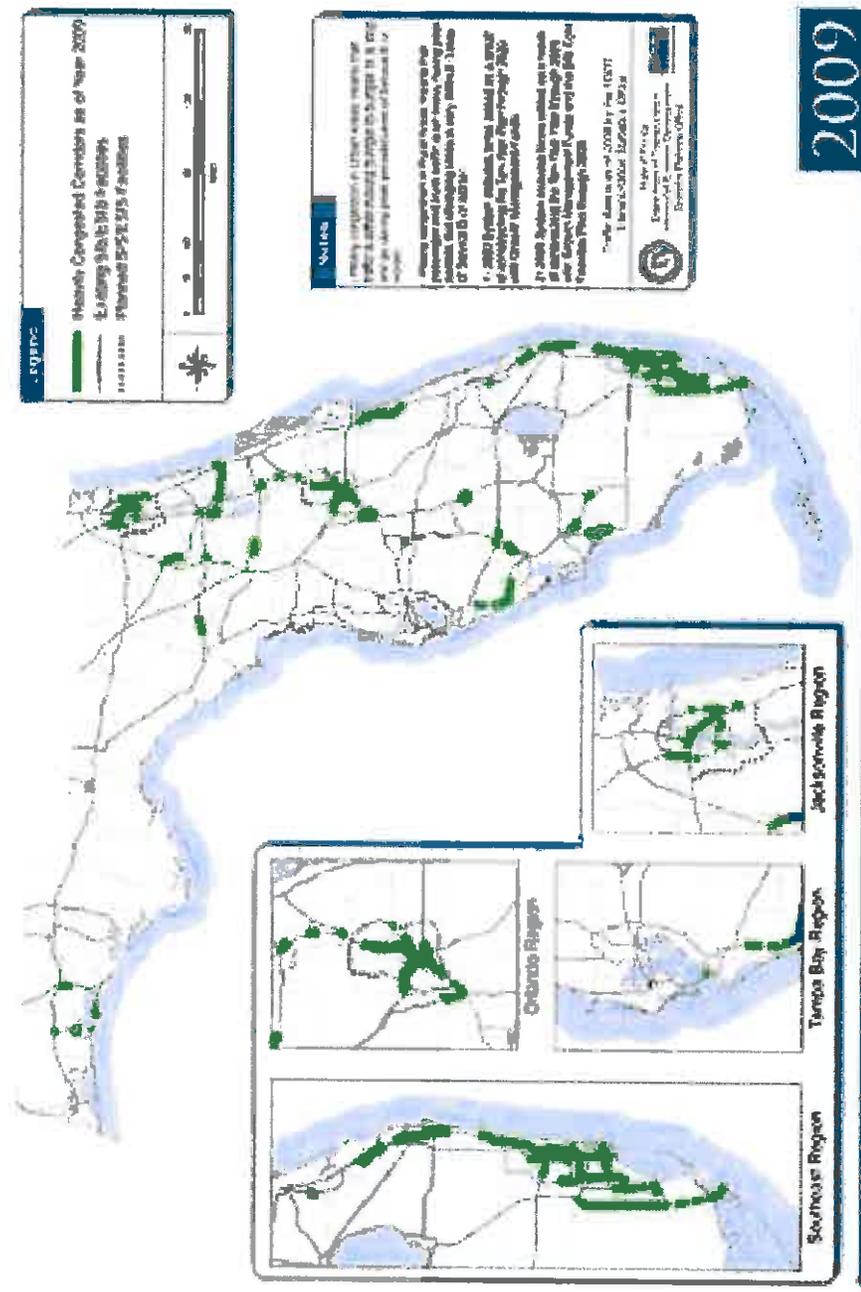
Demography: Population Still Growing



Source: U.S. Census; Bureau of Economic and Business Research (to 2035); FDOT projection (to 2060)

Today's Transportation System Cannot Meet Increase in Demand

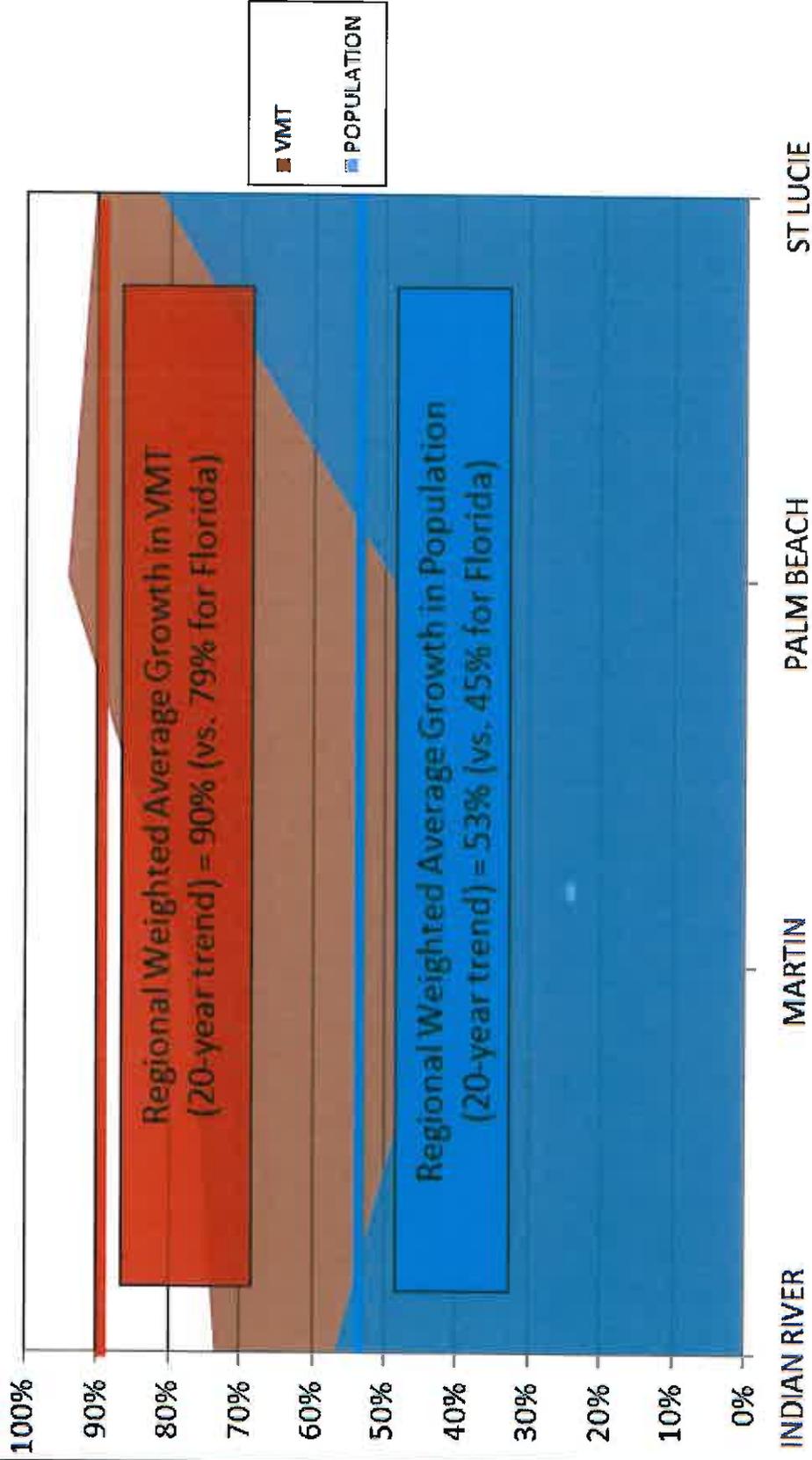
CURRENT & FUTURE HEAVILY CONGESTED CORRIDORS



So Why Are The Roads So Crowded?

Comparison of Regional Growth in VMT vs. Population

(1990 - 2009)

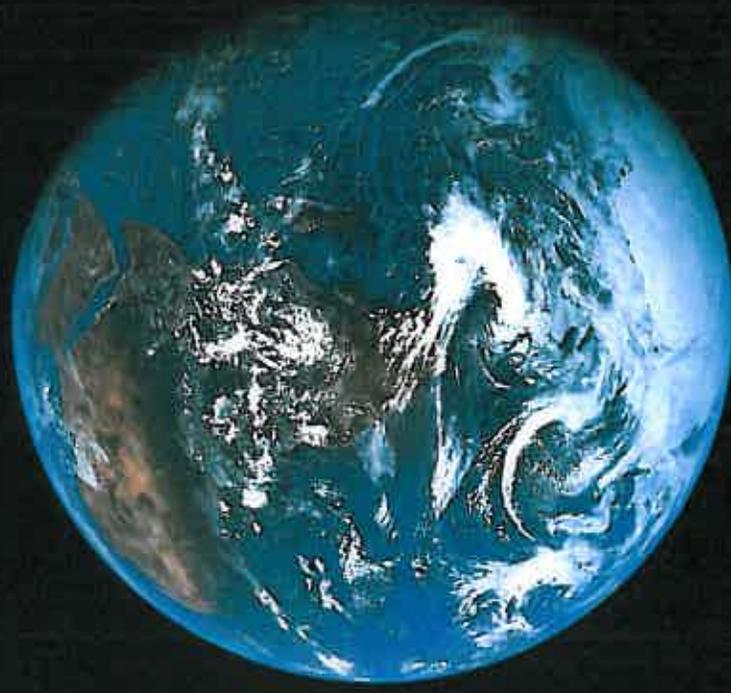


SOURCE: FDOT, 2009; US Census Bureau, 2010.

The Big Questions:
How Will We Settle the Next
10 (or 20) Million Floridians?



... And How Will They Move?



A Paradigm Shift

Predictability?



"Let our advance worrying become
advance thinking and planning."
-- Winston Churchill

Is Green on the Agenda?



400 cars = 8 Buses = 1 Commuter Rail

*Taking Transit to Work is the Best Way
to Reduce Household Carbon Footprint*

Science Applications International Corporation (2007)

Why Transit?

For Every \$1 Spent on Transit,
There is an \$8 Return

(in increased productivity, reduction of fuel consumption,
increased land values, and reduced road construction)

SOURCE: Cambridge Systematics



What is TOD ...

Transit Oriented Development

- Walkable “villages” located at & around transit stations in a ¼ to ½ mile ring
- Contains broad mix of uses (such as residential, office, retail, entertainment, civic/cultural)
- Tie-into local transit (Palm-Tran, trolleys)
- Densities appropriate to context
- More compact than surrounding areas
- Built around civic plazas & community spaces
- Appropriate treatment of parking (shared, reduced & structured)



TOD vs. TAD



- Transit Oriented
Development

vs.

- Transit Adjacent
Development



- Auto-oriented uses
- Large surface parking lots
- Suburban office campuses
- Big-box format retail
- Pedestrian unfriendly

TOD “Typology”



City Center



Town Center



Neighborhood Station



Employment Center Station

TOD “Typology”



Local Park-n-Ride



Regional Park-n-Ride



Airport / Seaport



Special Event Venue

**Design Features
of a
Well-Planned TOD**

Design Features Of Well-Planned TODs

• Demographic Suitability

- Population, households & employment within ½-mile radius around station & in larger transit shed

• Streets and Blocks

- Primary focus on pedestrians; cars are secondary
- Streets narrow enough to cross easily on foot
- Continuous sidewalks
- Blocks of 400-600 LF
- ADA accessibility



Design Features Of Well-Planned TODs

- **Good Mixture of Buildings and Uses**
 - Mix of retail, office, restaurants, residential and others
 - Creates 18 hours of daily activity
 - “Eyes on the Street” provides natural surveillance



Design Features Of Well-Planned TODs

• Building Design & Placement

- Properly located buildings create walkable streets
- Active uses along ground floors; residential & office above
- Continuous “pedestrian itinerary” without large tracts of vacant land or surface parking lots
- Building fronts face other fronts; transition at rear property lines; windows & doors at street edge



Design Features Of Well-Planned TODs

• Proper Parking Placement & Treatment

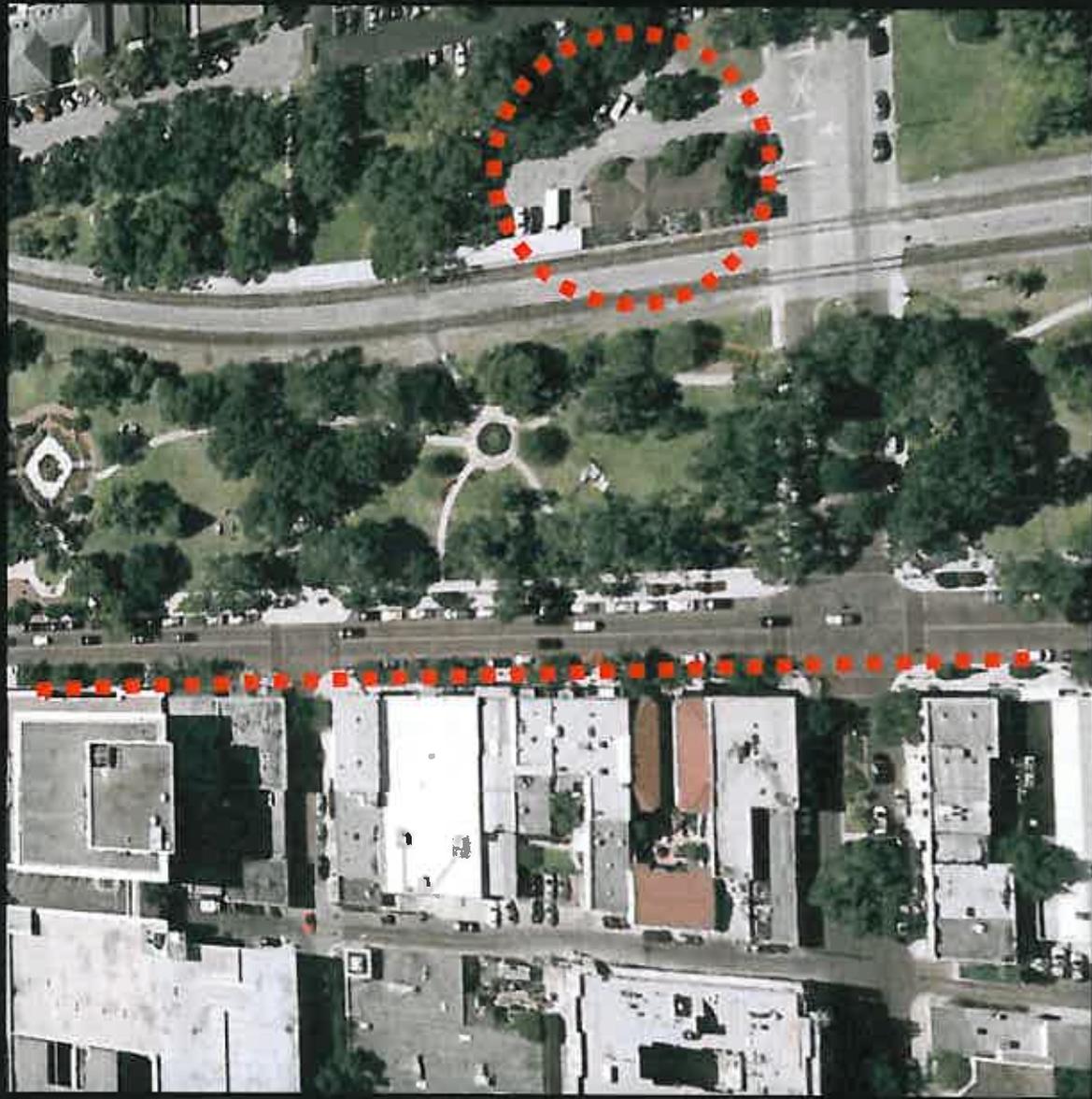
- Adequate parking, but not an oversupply
- Shared & structured parking (design & economics)
- Located to create pedestrian patrons for businesses

• Additional Considerations

- Tie-in with local transit
(bus, trolley, other)
- Public open space
- Civic & cultural uses



TOD



Winter Park, Florida

TAD



Pompano Beach, Florida

Different Transit “Technologies”



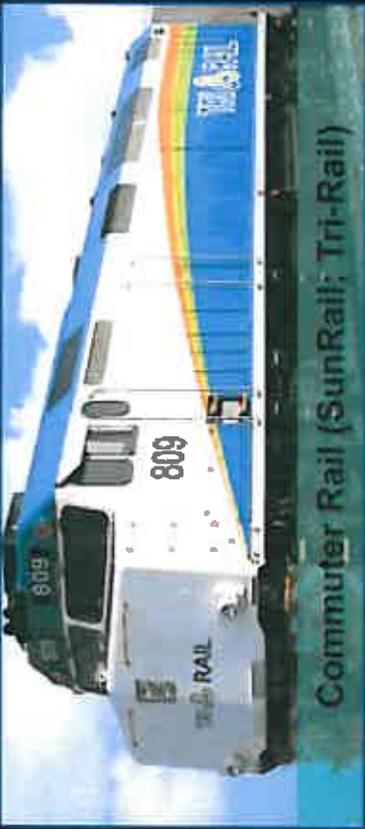
Intercity Passenger Rail (Amtrak)



Trolley or Streetcar



High Speed Rail



Commuter Rail (SunRail; Tri-Rail)



Local/Regional Bus



Bus Rapid Transit



Light Rail

SE Florida ~ Passenger Rail Options



“Silver Star” Existing Service (Amtrak)

Intercity Passenger Rail



“FEC/Amtrak” Proposal (FDOT)

Intercity Passenger Rail



PLANNED NEW STATIONS (East Coast)

- St. Augustine
- Daytona Beach
- Titusville
- Cocoa (Port Canaveral)
- Melbourne
- Vero Beach
- Fort Pierce
- Stuart

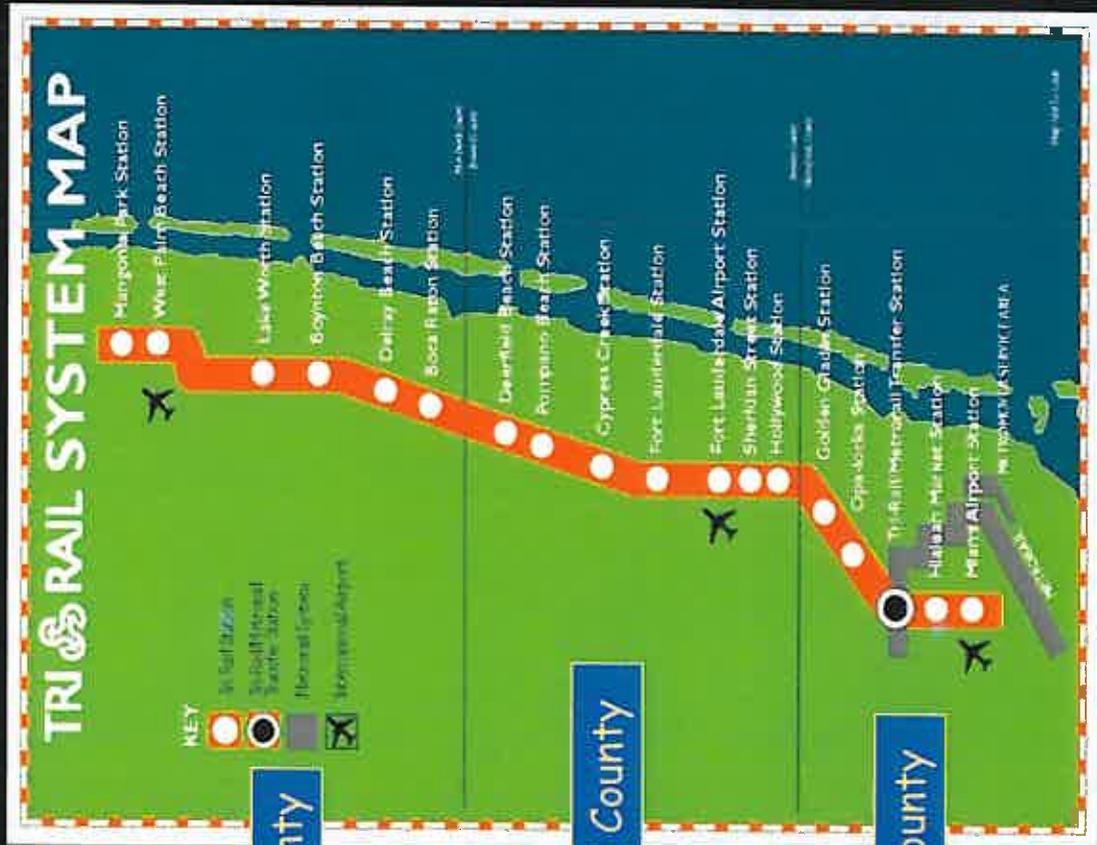
EXISTING STATIONS (East Coast)

- Jacksonville West Palm Beach, Delray Beach, Deerfield Beach, Fort Lauderdale, Hollywood, Miami
- Miami International Airport/MIC

Other Existing Stations include Orlando, Tampa, Winter Park, Sanford, Lakeland, and more.

“Tri-Rail” Existing Service (SFRTA)

Regional Commuter Rail



Palm Beach County

Broward County

Miami-Dade County

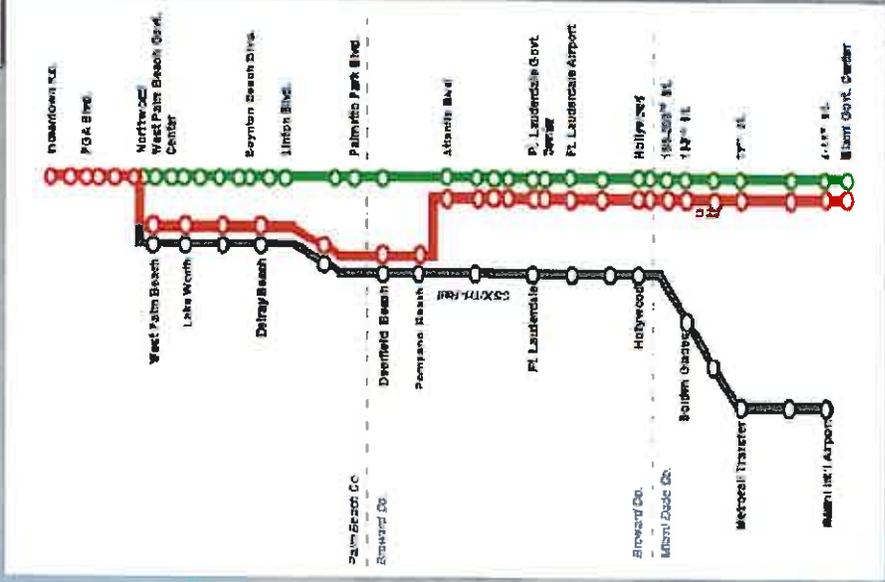


“SF East Coast Corridor Study” (FDOT) Regional Commuter Rail



Study Process – Refined LPA

- **Base Scenario (Full-Build: Horizon Year 2035)**
 - *Maintains Existing Tri-Rail service*
 - *Provides FEC Local and Flagler Flyer*
 - *Headways (peak/off-peak)*
 - FEC Local: 30/60
 - Flagler Flyer: 30/60
 - *Number of stations*
 - FEC Local: 30
 - Flagler Flyer: 31
 - Total SFEC stations: 36
 - *Crossover Connections*
 - Northwood and Pompano
- **Supports System Master Plan Vision**



“Fast Start” Proposal (SFRTA)

Regional Commuter Rail



SFRTA'S FAST START PLAN OPERATIONS PLAN

“Modified” Tri-Rail Service

Mangonia Park – Miami Airport
26 weekday trains
18 stations

Mangonia Park – Downtown Miami
24 weekday trains
20 stations

New FEC Service

Jupiter – Downtown Miami
6 weekday trains
18 stations

Downtown Fort Lauderdale – Downtown Miami
26 weekday trains
10 stations

Town of Lake Park:

Possible Station Location



“All Aboard Florida” Proposal (FEC Industries) Intercity Commuter Express Rail

JACKSONVILLE
TAMPA
ORLANDO
WEST PALM BEACH
FORT LAUDERDALE
MIAMI

100% PRIVATE
This privately owned, operated and maintained passenger rail service will be running in 2014, at no risk to Florida taxpayers

6,000 CONSTRUCTION JOBS FOR FLORIDIANS
An additional 1,000 jobs will be needed to operate the rail service

50 MILLION TRAVELERS
The number of annual passengers who can benefit from rail service to travel between South Florida and Orlando in approximately three hours

\$6+ BILLION*
The amount of money traffic congestion costs Florida travelers each year due to 274 million hours in travel delays and 216 million excess gallons of fuel consumed
*2009 annual figures from Texas Transportation Trust, 2010 Urban Kiebi by Report

3 MILLION CARS OFF THE ROAD
Less highway use means taxpayer savings on reduced highway maintenance and repair

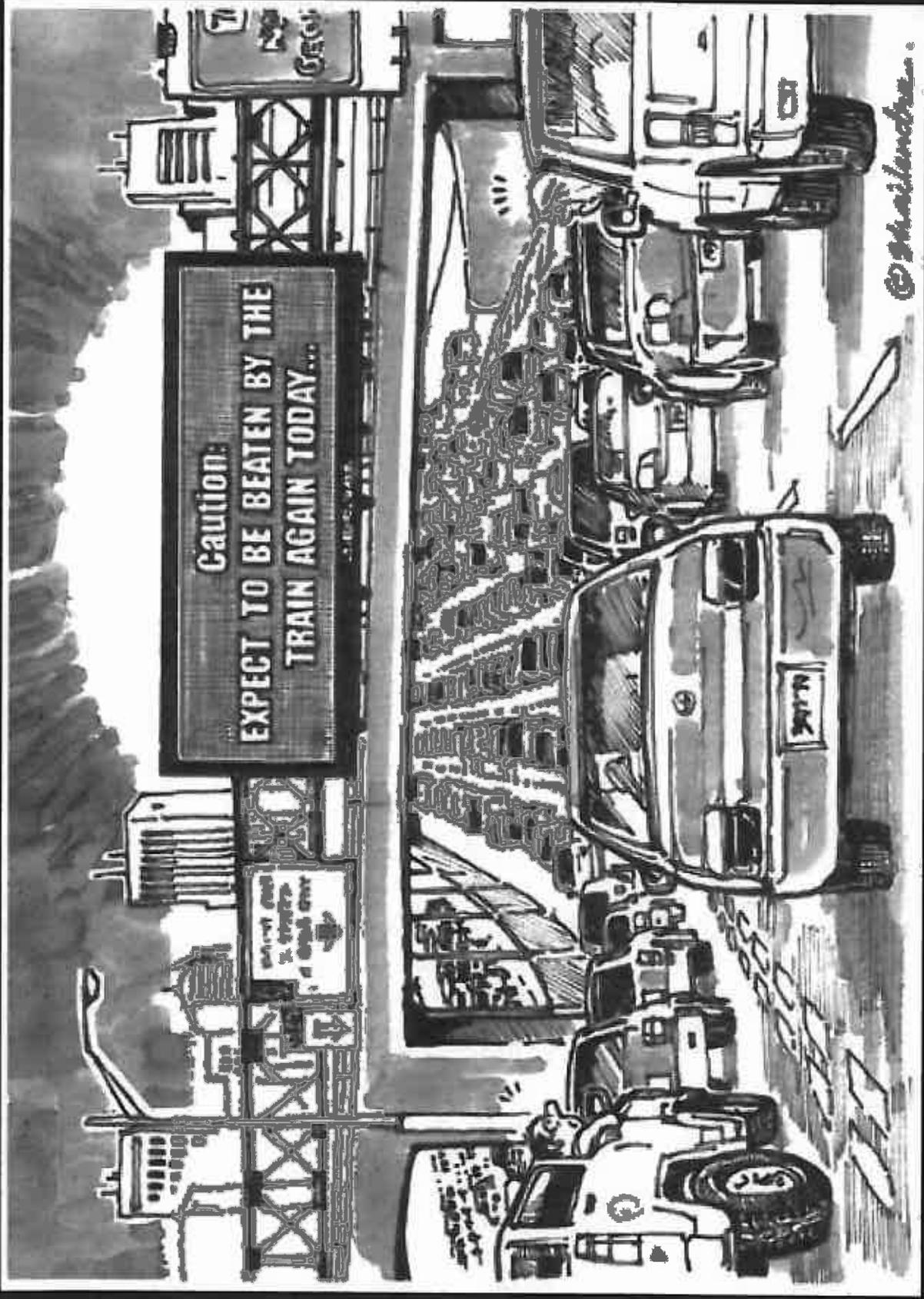
Frequent, regularly scheduled round trips daily

Gourmet meals and beverage service

Reserved business- and coach-service seating

WiFi availability

Access to major international airports, seaports and existing commuter rail systems like Metrolink and SunRail



© Shailendra.

Image from Shailendra Singh © 2010



KIM DELANEY, STRATEGIC DEVELOPMENT COORDINATOR

TREASURE COAST REGIONAL PLANNING COUNCIL

(772) 221-4060

KDELANEY@TORPC.ORG

Exhibit "B"

TOWN OF LAKE PARK
CRA

STATEMENT OF OPERATIONS
Fiscal years ended September 30,

	2008	2009	2010	2011	BUDGET 2012	YTD May 2012	Projected 2012	Projected 2013
REVENUES								
Ad Valorem - County	305,949	306,439	250,104	163,502	148,550	145,578	145,578	145,000
Ad Valorem - Town	612,691	690,204	491,602	318,362	260,070	259,848	259,848	260,000
Ad Valorem - Delinquent	122,803	83,302	54,302		500,000			
Charges for services		22,290	22,290	47,904	2,900			
Miscellaneous	1,290	6,901	5,951	4,566		15,880	15,880	
Fund Balance Surplus					88,365			
Total Operating Revenue	1,042,733	1,086,846	824,249	534,334	998,885	421,306	421,306	405,000
OPERATING EXPENSES								
Personnel services	139,097	223,497	259,488	288,775	268,235	139,096	208,644	
Other operating expenses	158,362	402,246	426,699	323,043	244,200	187,196	280,794	
PBSO (CRA)	74,892	89,583	219,031	228,425	112,350	74,892	112,350	144,223
Culture and recreation (Art on Park)			51,156	91,540				
Capital	1,766,860	1,931,430	254,159	3,999				
Total Operating Expenditures	2,139,231	2,646,756	1,210,533	935,782	614,785	401,184	601,788	144,223
Excess (deficiency of revenues over (under)	(1,096,498)	(1,559,910)	(386,284)	(401,448)	385,100	20,122	(180,482)	260,777
NON-OPERATING								
Grants			(32,063)	(49,637)	(40,000)		(40,000)	
Loan proceeds	2,420,000							
PBSO (General Fund)		(81,000)	(84,250)	(84,250)	(84,250)	(56,166)	(84,250)	
Property acquisition debt service			(87,623)	(87,590)	(87,667)	(58,284)	(87,647)	(87,529)
Alleyway improvements debt service			(82,016)	(81,965)	(81,958)	(54,550)	(81,928)	(81,928)
2009 projects debt service		(205,500)	(32,934)	(27,521)	(54,795)		(54,793)	(54,792)
Art on Park improvements debt service			(21,956)	(18,348)	(36,530)		(36,529)	(36,528)
Elimination of TIF penalty			(340,842)	(69,500)		(169,000)	(385,147)	
TOTAL NON-OPERATING	2,420,000	(286,500)	(340,842)	(418,831)	(385,100)	(169,000)	(385,147)	(260,777)
Net change in Fund Balance	1,323,502	(1,846,410)	(727,126)	(820,279)		(148,878)	(565,629)	
FUND BALANCE								
Beginning of year	2,246,279	3,569,781	1,723,371	996,245	175,966		175,966	(389,663)
End of year	3,569,781	1,723,371	996,245	175,966	175,966		(389,663)	(389,663)

TOWN OF LAKE PARK
CRA

STATEMENT OF OPERATIONS
Fiscal years ended September 30,

	2008	2009	2010	2011	BUDGET 2012	YTD May 2012	Projected 2012	Projected 2013
REVENUES								
Ad Valorem - County	305,949	306,439	250,104	163,502	148,550	145,578	145,578	145,000
Ad Valorem - Town	612,691	690,204	491,602	318,362	260,070	259,848	259,848	260,000
Ad Valorem - Delinquent	122,803	83,302	54,302	-	500,000	-	-	-
Charges for services	-	-	22,290	47,904	2,900	-	-	-
Miscellaneous	1,290	6,901	5,951	4,566	-	15,880	15,880	-
Fund Balance Surplus	-	-	-	-	88,365	-	-	-
Total Operating Revenue	1,042,733	1,086,846	824,249	534,334	999,885	421,306	421,306	405,000
OPERATING EXPENSES								
Personnel services	139,097	223,497	259,488	288,775	268,235	139,096	208,644	-
Other operating expenses	158,382	402,246	426,699	323,043	244,200	187,196	280,794	-
PBSO (CRA)	74,892	89,583	219,031	228,425	112,350	74,892	112,350	144,223
Culture and recreation (Art on Park)	-	-	51,156	91,540	-	-	-	-
Capital	1,766,860	1,931,430	254,159	3,999	-	-	-	-
Total Operating Expenditures	2,139,231	2,646,756	1,210,533	935,782	614,785	401,184	601,788	144,223
Excess (deficiency) of revenues over (under)	(1,096,498)	(1,559,910)	(386,284)	(401,448)	385,100	20,122	(180,482)	260,777
NON-OPERATING								
Grants	-	-	(32,063)	(49,637)	(40,000)	-	(40,000)	-
Loan proceeds	2,420,000	-	-	-	-	-	-	-
PBSO (General Fund)	-	(81,000)	(84,250)	(84,250)	(84,250)	(56,166)	(84,250)	-
Property acquisition debt service	-	-	(87,623)	(87,590)	(87,567)	(58,284)	(87,647)	(87,529)
Alleyway improvements debt service	-	-	(82,016)	(81,985)	(81,958)	(54,550)	(81,928)	(81,928)
2009 projects debt service	-	(205,500)	(32,934)	(27,521)	(54,795)	-	(54,793)	(54,792)
Art on Park Improvements debt service	-	-	(21,956)	(18,348)	(36,530)	-	(36,528)	(36,528)
Elimination of TIF penalty	-	-	-	(69,500)	-	-	-	-
TOTAL NON-OPERATING	2,420,000	(286,500)	(340,842)	(418,831)	(385,100)	(169,000)	(385,147)	(260,777)
Net change in Fund Balance	1,323,502	(1,846,410)	(727,126)	(820,279)	-	(148,878)	(565,629)	-
FUND BALANCE								
Beginning of year	2,246,279	3,569,781	1,723,371	996,245	175,966	-	175,966	(389,663)
End of year	3,569,781	1,723,371	996,245	175,966	175,966	-	(389,663)	(389,663)

Personnel Services
Budget 2012 and Analysis

	<u>Adopted</u>	<u>Budget</u>	<u>YTD</u>	<u>Balance</u>
Economic Development Director	100%	95,400	60,913	34,487
Community Development Director	20%	16,800	10,852	5,948
Recreation Director	50%	42,925	3,582	39,343
Project Manager (25 hrs/week)	100%	46,795	37,208	10,026
Code Officer	10%	4,785	3,191	1,594
Planner	10%	3,715	2,471	1,244
Grants Writer	50%	46,940	20,295	26,645
Worker's Comp		875	584	291
Totals		<u>258,235</u>	<u>139,096</u>	<u>119,578</u>

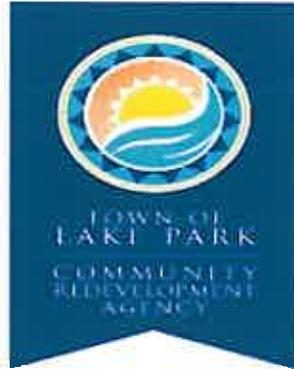
Other Operating Expenses
Budget 2012 and Analysis

	Revised Budget	Actual To Date
Professional Services	13,500	11,574
Professional Svs - Town Attorney	2,000	5,109
Contractual Services	104,020	71,113
Administrative Fee	72,050	48,034
Travel & Training	180	35
Telephone	1,500	1,013
Telephone (AOP)	-	1,679
Postage and Shipping	1,000	-
Utilities	14,300	10,110
Utilities (AOP)	-	822
Garbage & Trash	555	547
Bank Charges/Admin Fees	-	357
Rental & Leases - Office Space	6,600	4,400
Equipment Rentals	1,000	1,721
Insurance	11,720	4,967
Repair and Maintenance	5,000	4,284
Repair and Maintenance - Town Green	-	1,064
Printing	3,000	53
Promotional Activity	1,500	5,006
Promotional - Seafood Festival	-	10,399
Office Supplies	1,000	400
Operating Expenses	2,000	2,686
Gasoline & Diesel Fuel	750	280
Memberships, Dues, & Subscriptions	2,525	1,545
Total Operating	244,200	187,196

TOWN OF LAKE PARK
CRA

STATEMENT OF OPERATIONS
Fiscal years ended September 30,

	2008	2009	2010	2011	BUDGET 2012	YTD May 2012	Projected 2012	Projected 2013
REVENUES								
Ad Valorem - County	305,949	306,439	250,104	163,502	148,550	145,578	145,578	145,000
Ad Valorem - Town	612,691	690,204	491,602	318,362	260,070	259,848	259,848	260,000
Ad Valorem - Delinquent	122,803	83,302	54,302	-	500,000	-	-	-
Charges for services	-	-	22,290	47,904	2,900	-	-	-
Miscellaneous	1,290	6,901	5,951	4,566	-	15,880	15,880	-
Fund Balance Surplus	-	-	-	-	88,365	-	-	-
Total Operating Revenue	1,042,733	1,086,846	824,249	534,334	999,885	421,306	421,306	405,000
OPERATING EXPENSES								
Personnel services	139,097	223,497	259,488	288,775	258,235	139,096	208,644	
Other operating expenses	158,382	402,246	426,699	323,043	244,200	187,196	280,794	
PBSO (CRA)	74,892	89,583	219,031	228,425	112,350	74,892	112,350	144,223
Culture and recreation (Art on Park)	-	-	51,156	91,540	-	-	-	-
Capital	1,766,860	1,931,430	254,159	3,999	-	-	-	-
Total Operating Expenditures	2,139,231	2,646,756	1,210,533	935,782	614,785	401,184	601,788	144,223
Excess (deficiency of revenues over (under)	(1,096,498)	(1,559,910)	(386,284)	(401,448)	385,100	20,122	(180,482)	260,777
NON-OPERATING								
Grants	-	-	(32,063)	(49,637)	(40,000)	-	(40,000)	-
Loan proceeds	2,420,000	-	-	-	-	-	-	-
PBSO (General Fund)	-	(81,000)	(84,250)	(84,250)	(84,250)	(56,166)	(84,250)	-
Property acquisition debt service	-	-	(87,623)	(87,590)	(87,567)	(58,284)	(87,647)	(87,529)
Alleyway improvements debt service	-	-	(82,016)	(81,985)	(81,968)	(54,550)	(81,928)	(81,928)
2009 projects debt service	-	(205,500)	(32,934)	(27,521)	(54,795)	-	(54,793)	(54,792)
Art on Park Improvements debt service	-	-	(21,956)	(18,348)	(36,530)	-	(36,529)	(36,528)
Elimination of TIF penalty	-	-	(340,842)	(69,500)	-	-	-	-
TOTAL NON-OPERATING	2,420,000	(286,500)	(340,842)	(418,831)	(385,100)	(169,000)	(385,147)	(260,777)
Net change in Fund Balance	1,323,502	(1,846,410)	(727,126)	(820,279)	-	(148,878)	(565,629)	-
FUND BALANCE								
Beginning of year	2,246,279	3,569,781	1,723,371	996,245	176,966	-	176,966	(389,663)
End of year	3,569,781	1,723,371	996,245	175,966	175,966	-	(389,663)	(389,663)



FOCUS	UPDATES/COMMENTS	STATUS
Advertising	The CRA continues to communicate with Jodie Wagner, reporter for the Palm Beach Post Newspaper, continuously bringing updates to their attention for additional assistance in exposing our Lake Park CRA. In addition, the Palm Beach Post Culture Specialty Writer- Liz Balmaseda has been visiting CRA & other Towns restaurants, writing articles and posting positive reviews based on her personal experience, this has been a great marketing tool and exposure for the businesses and the Town	The interaction and communication about the Lake Park CRA News and updates will be on a continuous Basis.
Channel 18	The CRA continues to promote CRA businesses on a monthly basis. This will be a recurring advertisement, giving all of the CRA businesses the opportunity to reach out to many viewers.	A selection of 5-7 CRA businesses will be featured on a monthly basis.
E-Newsletter	This has been re-designed for a more attractive and informational template. The CRA E-Newsletter will be circulating on a bi-weekly basis, and is free listings to all CRA businesses, for promotions and updates.	The E-Newsletter will be emailed on a bi-weekly basis reaching out to many contacts.

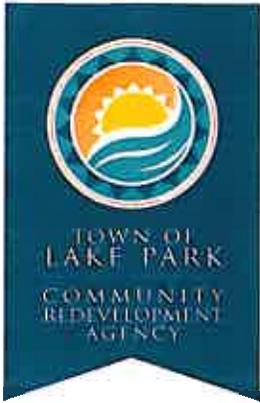
<p>Events</p>	<p>The 3rd Annual Seafood Festival has been advertised since January 2012, The event is scheduled for November 10, 2012. The hours for this event have been extended from 10:00 am – 6:00 pm. We are currently seeking for volunteers to assist with the miscellaneous tasks for the events...</p> <p>The CRA events have shown high interest from vendors, sponsors, community and spectators. We are currently seeking volunteer assistance to organize additional events including a Downtown Green Market. It is in the best interest that we continue exposing our Downtown CRA through special events and other activities. Special events are a key component to our revitalization.</p>	<p>Looking forward to schedule Arts & Crafts and other events in the CRA</p>
<p>Facebook</p>	<p>This has been updated with links to our E-Newsletter, Twitter and Klout. These are social medias that network with different businesses including arts.</p>	<p>Continuously being updated, linking other social media sites to the CRA website and e-newsletter</p>
<p>Media Relation</p>	<p>CRA will continue to network with all key agencies for additional assistance with our marketing strategy and any benefits that may be of assistance to our businesses and prospects. The agencies involved are: Northern Palm Beach Chamber of Commerce, Business Development Board and Department of Economic Sustainability. These agencies provide the following assistance: Financial assistance and Marketing & Networking support.</p>	<p>Networking with all Key agencies will be on a continuous basis.</p>

<p>New Business Updates (Vacant Space)</p>	<p>838 Park Avenue has been leased for a new hair salon that relocated from North Palm Beach. It's expected to open its doors by June 1, 2012. 917 Park Avenue has been leased to a fitness training center. 918 Park Avenue (Historic Building) have signed a contract to close this sale; we expect the sale to be completed by June 1, 2012. 801 Park Avenue, the bank has approved the proposal submitted by the same investor that purchased 918 Park Avenue, a sale contract is being drafted and will be submitted to the property owner/bank by Tuesday, May 29, 2012 to finalize sale</p>	<p>In Progress</p>
<p>“Don Ramon” Baja Cantina and Tequila Bar</p>	<p>Mr. Juan Rubio decided that he will have to postpone his project due to a few medical/business circumstances; however, he is still planning on establishing his new restaurant on a different location on Park once he finalizes all of his pending matters. He acknowledges that the \$40,000 dollar grant will not be available for his future project.</p>	<p>Project cancelled for future date and different location</p>
<p>Grumpy Grouper (New Restaurant)</p>	<p>Mr. Rick Smith is the owner of the Grumpy Grouper seafood restaurant in Lantana, which has been at this location for more than 17 years. Grumpy Grouper participated on our 2011 Seafood Festival, and the CRA approached him 2 years ago, however, it was not the right timing. A few weeks ago, the CRA contacted Mr. Smith and as a result he has decided to open a second “Grumpy Grouper” on 933 Park Avenue, the location where Don Ramon</p>	<p>Lease agreement has been signed</p>

	was supposed to occupy. He would like to open by October 2012 no later than November 1, 2012.	
Pho Hot Pot Vietnamese Restaurant	825 Park Avenue , the grease trap has been completed. The next process is the final inspection from Seacoast utility authority and Palm Beach County Fire Rescue, as soon as this is approved, Owner Julie LeThach will apply for her Business Tax receipt and occupational license, and this will not be issued without the final inspections.	Will open the doors for business July 5, 2012

Webpage	The CRA has implemented a "Contact Us" application, where it will allow the CRA to reach out and retrieve additional contacts, attract businesses and enables the public to view "what's happening in the Town of Lake Park CRA. In addition, a link to our CRA newsletter has been added to the CRA website and Facebook. The webpage has been updated with photographs and general information regarding available business properties. This information has been added as well to our E-Newsletter	The CRA webpage will continue updating the pages as necessary
Wish List	Enrolling the Lake Park CRA as a member for Retail Lease Trac- a website that provides thousands of contacts for different companies that are looking for relocation/expansion. They are currently offering a special for new members, from \$975.00 to \$650.00 for the annual membership.	For approval

TAB 4



**CRA
Agenda Request Form**

Meeting Date: August 1, 2012 Agenda Item No. *Tab 4*

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

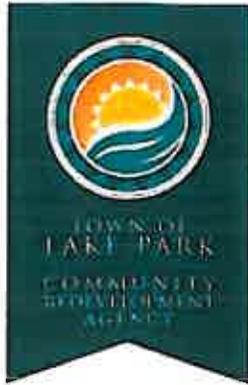
SUBJECT: CRA Meeting Minutes of June 20, 2012

RECOMMENDED MOTION/ACTION: To approve the CRA Meeting Minutes of June 20, 2012

Staff Signature *Shari Canada* Date: *7/25/2012*
 Approved by Executive Director *[Signature]* Date: *7/26/12*

Prepared By: Shari Canada, Deputy Agency Clerk	Costs: \$ 0 Funding Source: Acct. #	Attachments: CRA Agenda Minutes Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D" Exhibit "E" Exhibit "F"
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Summary Explanation/Background:



AGENDA

Community Redevelopment Agency Meeting
 Wednesday, June 20, 2012, 6:30 pm
 Lake Park Town Hall
 535 Park Avenue

James DuBois	—	Chair
Kendall Rumsey	—	Vice-Chair
Christiane Francois	—	Board Member
Steven Hockman	—	Board Member
Jeanine Longtin	—	Board Member
Sue-Ellen Mosler	—	Board Member
Tim Stevens	—	Board Member
.....		
Jamie Titcomb	—	Interim Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez Lemley, CMC	—	Agency Clerk

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

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

E. PRESENTATIONS:

- 800 Park Avenue RFQ Shortlist Presentations**
- CRA Budget Recommendations**

Tab 1
Tab 2

F. PUBLIC 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 Agency Clerk so

speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

G. DISCUSSION AND POSSIBLE ACTION:

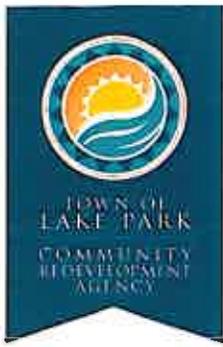
3. **One Year Renewal of Contract with Chris Wayne & Associates for Landscape Maintenance Services within the CRA**

Tab 3

H. BOARD MEMBER COMMENTS

I. EXECUTIVE DIRECTOR COMMENTS

J. ADJOURNMENT



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board Meeting
Wednesday, June 20, 2012, 6:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met on Wednesday, June 20, 2012 at 6:30 p.m. Present were Chair James DuBois, Vice-Chair Kendall Rumsey, Board Members Christiane Francois, Steven Hockman, Jeanine Longtin, Sue-Ellen Mosler, Interim Executive Director Jamie Titcomb, and Agency Clerk Vivian Lemley. Board Member Tim Stevens arrived at 6:38 p.m.

Chair DuBois led the Pledge of Allegiance.

Agency Clerk Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

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

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 7-0

PRESENTATIONS:

- 1. 800 Park Avenue Request for Qualifications (RFQ) Shortlist Presentations**

Executive Director Titcomb explained that there would be three presentations from the shortlisted RFQ companies, KP Art Studio, Artist of the Palm Beach County, and Cynpozium Inc.

Mr. Sam Perry introduced himself and thanked the Board for allowing KP Art Studio to present. He explained their mission statement is to show the best art in South Florida and to create an advanced teaching institution. They would offer art classes and the styles of art that would be promoted at the studio. He stated that they would encourage community participation. He stated that they would create a non-degree seeking community art school that would offer college preparatory classes for serious high school students to prepare their portfolios for college. He stated that preparatory classes would also be provided to middle and high school students for art magnet schools in the area. He stated that basic and advanced classes in art theory and technique would be offered for both the beginner and advance artist. He introduced Sibel Kocabasi who gave a PowerPoint presentation.

Sibel Kocabasi presented a PowerPoint presentation. (See Exhibit "A").

Mr. Perry stated that he and Ms. Kocabasi both bring experience as curators and exhibition facilitators. He believes that his educational background is what will serve best to develop the programming at Art on Park. He stated that he is involved with the Armory Art Center and is the longest standing faculty member and employee at the Armory Art Center. He explained the various roles he has served at the Armory Art Center including curriculum committee member, focus group member, and faculty liaison to the Board. He stated that the Armory Art Center has become one of the leading private art school and gallery. He stated that he thinks that his experience at the Armory Art Center will provide him the insight to starting an art school and gallery in Lake Park. He stated that he has raised funds for artists in residency programs at the Armory Art Center. He stated that he would seek similar funding for the programs at Art on Park. He stated that he and Ms. Kocabasi have worked together as an art team since 2002. He stated that because of their ability to work together and with the community that they would make excellent candidates for the art space at 800 Park Avenue. He thanked the Board for the opportunity.

Board Member Mosler asked if KPArt Studio was selected would Mr. Perry leave the Armory to work at Art on Park.

Mr. Perry stated that he would leave the Armory Art Center. He stated that he would not leave because of any problems with his affiliation with the Armory Art Center. He stated that he would leave because he thinks this is an exciting direction for his art and teaching.

Board Member Mosler stated that she was impressed with the presentation regarding helping students prepare for art schools and colleges and thinks it is a wonderful idea.

Mr. Perry stated that he has experience in that area and that he has helped prepare portfolios for a number of successful students.

Vice-Chair Rumsey asked about the 2006 "Mixed Works" show and where in Lake Park that show was held.

Mr. Perry stated that the show was in a strip mall on 10th Street near the Orange Door. He stated that the show was only up for one week and that the show was a "pop up" show done on a shoe string budget.

Vice-Chair Rumsey stated that one thing that he likes about the shows that KPArt Studio have done are the outdoor installations. He thinks that the outdoor shows are exciting and get the community more involved than just the shows within the gallery. He asked if they could foresee being able to do outdoor shows at the Art of Park location.

Ms. Kocabasi stated "yes".

Vice-Chair Rumsey asked how many shows per year do they plan on doing.

Mr. Perry stated that eight would be a good number. He stated that since South Florida is such a seasonal community that they would like to do November to April as the primary exhibition months and then do a couple more group oriented type shows during the summer. He stated the summer shows would provide for a closing of the prior season and preview of the shows for the upcoming season.

Vice-Chair stated that Mr. Perry talked about fundraising opportunities and asked if the fundraising programming for this space would be done pro bono.

Mr. Perry stated "yes".

Vice-Chair Rumsey stated that he thinks it is important to have children's programming so that the kids in the community can become involved in the arts. He asked if they would be providing any of that.

Mr. Perry stated "yes" and that it is his understanding that as part of the requirements there would be a free monthly class, but he would like to propose doing two free classes one for children and one for adults from the community.

Chair DuBois asked how the classes would be run and how the curriculum for the program would work.

Mr. Perry stated that he would like to do a blend with a portion of the classes based on enrichment programs and the other portion of the classes based on a defined track for completion of the program. He stated examples of classes would be Introduction to Drawing, Introduction to Painting similar to those taught at a college for the more serious student. He stated other classes could be for students that want abstract drawing, but do not know how to draw. He stated that the students would then naturally flow to the classes that best suit their style.

Chair DuBois asked if they felt that they are both qualified to provide lectures on Art History.

Mr. Perry stated "yes". He stated that they would like to do a film program that is art based.

Board Member Stevens thinks eight exhibitions a year would be nice. He stated that he agreed with Vice-Chair Rumsey's comments regarding outdoor exhibits. He stated that Mr. Perry mentioned two free monthly classes, one for children and one for adults, and asked what would the format or programming look like for those free classes.

Mr. Perry stated that it would be age specific for the children. He stated that he tries to program classes that are real art skill-building programs for example drawing from life, and learning how to draw from nature. He stated that he believes that children are never too young to learn to observe the world and learn how to draw, watercolors, and mix paints.

Board Member Stevens asked how many people could be accommodated at each of those monthly free classes.

Mr. Perry responded that up to twelve and that he likes to do individual mentoring type teaching.

Board Member Stevens asked about the frequency and duration of the paid classes.

Mr. Perry stated that there would be eight-week classes and each class would be 3 hours long and up to four classes per week two to three times a week.

Board Member Stevens asked how they envisioned this as a place for artists to work.

Mr. Perry stated that they were thinking about designing it so that there was some studio space that could be rented by up to two artists. He stated that the studios would be in the middle and they would teach in the back and exhibit in the front. He stated that he sees the space in three "bands" with the front being a gallery, middle being and multi-purpose space or studios for two artists and the back for the classes.

Board Member Francois asked if they would be using the pottery wheel, kiln, and offer pottery classes.

Mr. Perry stated "yes" that they have several artists that want to get involved that know how to operate the equipment.

Vice-Chair Rumsey asked if they were awarded the contract when would they be ready to open.

Mr. Perry stated that they would open in a month so that they had time to get in there and do some housekeeping.

Interim Executive Director Titcomb introduce the next presenter from the Artists of Palm Beach County.

Ms. Lucy Keshavarz, Board Member, Artists of Palm Beach County (APBC), introduced herself and thanked the Town for supporting the arts. She stated that even if they are not selected that they appreciate what the Board is doing. She presented a PowerPoint presentation (see Exhibit "B"). She stated that many of the members of Artists of Palm Beach County are teachers and would teach the educational and experiential workshops. She stated that the items listed on the slide regarding "How APBC Would Use The Space" (Slide 8) is a list of things that they want provide. However, APBC thinks that it is important to assess the needs in Lake Park. She stated that this is a special place and they need to come up with specific programming. She stated that they want to talk to Lake Park staff, arts and cultural organizations and businesses on Park Avenue, and the arts and cultural organizations and businesses in northern Palm Beach County. She stated that by combining the results of the needs assessment they can refine the programming for the Art on Park Gallery.

Board Member Mosley asked if the APBC currently has a permanent address.

Ms. Keshavarz stated "no".

Board Member Mosler asked how many total members APBC have.

Ms. Keshavarz stated approximately 60 members currently and that they have over 200 people who get their e-blast.

Board Member Mosler asked how APBC would select who would work at the location.

Ms. Keshavarz stated that they would have a contract with every artist that is involved in the gallery and the artist would be required to pay somebody to staff the gallery or the artist would staff the gallery. She stated that there are quite a few members that need studio and exhibition space and would staff the gallery.

Board Member Mosler asked if the members would rent the use of the pottery wheel and kiln.

Ms. Keshavarz stated that there are people who would use the facilities and there would be classes that would use the potter's wheel and kiln.

Board Member Hockman asked if APBC got the space would they be willing to do an outdoor show once or twice a year.

Ms. Keshavarz asked if Board Member Hockman meant for just APBC or participate in a larger event.

Board Member Hockman explained that he meant a regular juried type of art show.

Ms. Keshavarz stated that they would entertain that. She stated that the site lends itself to outdoor shows because of the availability of alleyway parking and that they would then

put up tents in the parking lot and have an outdoor/indoor type event. She stated that the event could be an art show or demonstration, that the sky is the limit.

Vice-Chair Rumsey stated that he is happy to hear the APBC is interested in doing that. He thinks it is important that the community see what they are doing and does not have the intimidation of walking inside the doors.

Ms. Keshavarz stated that intimidation exists and all of us have to help break that down because the joys of art are limitless.

Vice-Chair Rumsey stated that he was happy to hear that they partner with Cultural Council. He stated that he is hopeful that they can work with the Cultural Council to make this their north end exhibit space.

Ms. Keshavarz stated that Vice-Chair Rumsey's comments are a good idea and that they are up for collaborations with the Cultural Council.

Vice-Chair Rumsey stated that Ms. Keshavarz mentioned that the shows are juried and asked who juries the shows.

Ms. Keshavarz stated that generally they hire an outside juror.

Vice-Chair Rumsey asked if APBC would be responsible for hiring the outside juror.

Ms. Keshavarz stated "yes".

Vice-Chair Rumsey stated that he would like to see an Artavox type event in Lake Park as a goal for the future.

Ms. Keshavarz stated that Vice-Chair Rumsey's suggestion sounds very intriguing and suggested that they start small. She stated the Artavox was an afternoon/evening type event and it was very meaningful. She stated that the purpose of Artavox was to try to get the artist and business communities together.

Vice-Chair asked how many artists do they envision having exhibit space at one time.

Ms. Keshavarz stated that the way it is set up is a bit limited however; it can be moved around which she sees happening. She stated that it depends, if there are 10 artists they can show two to three pieces each whereas if there are 30 artists they can only show one piece each. She stated that there will always be something going on and changing.

Vice-Chair Rumsey stated that he thinks it is important to the Board to see classes operated out of that facility and he asked about a class schedule and free class.

Ms. Keshavarz stated that they would have a class schedule and offer free classes. She stated that in the RFQ response that they stated that they would offer the free class. She stated that they do not want to assume to know what that free class should be and that they need to get to know the community so that they can provide an appropriate program.

Vice-Chair Rumsey asked when they would be ready to open.

Ms. Keshavarz stated that "soon" and that they have many hands that can go in there and make it work.

Chair DuBois stated that he was happy to hear that they would be offering classes. He asked about the content of the classes in terms of lecture, "soft art" and applied art instruction courses and background. He asked if the goal was to be primarily an instructional program.

Ms. Keshavarz stated that she did not understand the question.

Chair DuBois clarified that if someone wanted to learn to paint or wanted to learn about art history would this be where they would come.

Ms. Keshavarz stated that they can provide that and more. She stated that they have a large pool of artists from all over the County and if there is a specific topic that their membership does not cover that they would bring someone in. She stated that they would like to have Sam Perry, Sibel Kocabasi and Cynthia Grey work with them.

Chair DuBois stated that there is significant warehouse space available in the Town and can be used for large installations and large shared areas.

Ms. Keshavarz stated that Chair DuBois made an interesting point and that they have found through the artist needs assessment that for artists to have knowledge of those places is important. She stated that the Town has the facilities and the artist has the need, but if the two are not getting together then nobody knows and that it is important to get this information to the public. She stated that they would like to expand what they are doing and do "pop up" exhibitions in that area.

Chair DuBois stated that there is an opportunity with all of the applicants, the Town and various community organizations to organize events on Park Avenue, not just within the 800 Park Avenue building itself. He asked if any of the Artist of Palm Beach County members came to the 800 Park Avenue building when it was operating.

Ms. Keshavarz stated that some of the members have visited the gallery when it was operating.

Chair DuBois stated that he was glad to see that some people saw how it was operated.

Board Member Stevens asked how many exhibits they anticipate per year.

Ms. Keshavarz stated that there would be artwork up constantly. She stated as far as changing exhibits it would be changed every six to eight weeks.

Board Member Stevens asked if Ms. Keshavarz were to guess, without the needs assessment, what the needs would be.

Ms. Keshavarz stated anywhere from basic art classes and knowledge for both young people and adults to lecture series. She stated that there is an unsaid need for the community to understand the process of art.

Board Member Stevens asked what their vision is for the free classes for residents.

Ms. Keshavarz stated that she thinks that they would need to find out the needs of the residents and then customize the classes.

Board Member Stevens agreed that they would need to find out the needs of the residents and then tailor those classes, but what about in general the frequency and the duration.

Ms. Keshavarz stated that for children during the school year once a week for six to eight weeks in duration and then during the summer classes on a daily basis. She stated the adults classes would need to be held in the evenings and would be for six to eight week periods.

Board Member Stevens asked would these classes be free classes or paid classes.

Ms. Keshavarz stated that they would do a combination, as they are obligated to offer a certain number of free classes.

Board Member Stevens stated that he is trying to nail down the free classes as far as what they would envision for that. He asked if the free classes would be once a week for the kids, once a month for three hours or what would they recommend

Ms. Keshavarz stated that it could be once a week in the afternoon or on a Saturday, there are many different options.

Board Member Longtin asked what they mean by the needs of the citizens and how they find out what the needs of the citizens are as it pertains to art.

Ms. Keshavarz stated that it would start with Parks and Recreation and see what they have offered in the past; then they would just start trying different classes. She stated that APBC have members that teach elementary age children, teenagers, and adults therefore they can offer a variety of classes. She stated that the classes that are taken are the classes that are wanted the most.

Board Member Longtin asked what exactly are they looking for in the needs assessment, the demographics and the age of the people interested in taking the classes.

Ms. Keshavarz stated that the demographics and age are a part of it.

Board Member Longtin asked where else have they found out the needs of the citizens and what came of that needs assessment.

Ms. Keshavarz stated that was how the organization was founded was doing conversation with artists and the community. She stated that in this case they do not have long so they would have to hit the ground running and figure out the various classes that need to be put in place both for free and revenue.

Board Member Francois stated that she would like to see the gallery as a magnet to bring people to Park Avenue through activities and events. She stated that, as part of the vision statement is affordable health care and asked Ms. Keshavarz to explain.

Ms. Keshavarz stated that affordable health care is a goal of the organization for artists.

Board Member Francois asked if they provide affordable health care.

Ms. Keshavarz stated that they do not, but that they want to.

Board Member Mosler asked if any of the members that are teachers available to teach computerized artwork, gaming and things like that. She stated that she thinks that this medium may draw children quicker than painting.

Ms. Keshavarz stated "yes".

Chair DuBois thanked Ms. Keshavarz for her presentation and wished her luck with her application.

Cynthia Grey, Cynpozium Inc., introduced herself and thanked the Board for the opportunity to present her proposal. She stated that she submitted additional documentation (see Exhibit "C") for the Board's consideration. She stated that Cynpozium's proposal is unique and that Cynpozium is an art and technology organization. She explained her background in digital media and art. She stated that the other members of the organization specialize in painting, sculpture, and jewelry making. She stated that the uniqueness of the proposal is that it is specific to the Town of Lake Park, it is personal to the core team artist that are residents of the Town and are consumed about the Town's challenges but also believe in the transformational powers of art. She stated that they propose to utilize the gallery in a traditional sense meaning there will be exhibits. She stated that the building is 2,200 square feet so one has to think about what can really happen in this space during a certain period time. She provided examples of the type of things that can happen at the gallery such as lectures, films, exhibits, studio co-ops and classes. She stated that they would also use the gallery in a non-traditional way, which means engaging the whole community in a creative revitalization of Lake Park. She explained that they would develop outreach programs through the elementary school, churches, recovery centers, and sober houses. She stated that she has spoken with some of these institutions and that they are eager to partner with the gallery. She stated that Cynpozium proposes to start a Business Art Loan Program for businesses to hang in the establishment and sell. She stated that another program that they are proposing is "glass front galleries", where art is displayed in the windows of empty storefronts. She stated that Lake Park needs to focus on becoming a small art town and this is an exciting opportunity. She stated that Cynpozium has been the recipient of grants from the State of Florida and the Broward and Miami Dade Cultural Councils and will continue to apply

for funding from different sources. She stated that Cynpozium is a membership organization that requires applicants to submit a resume and portfolio for review.

Board Member Hockman asked if Cynpozium was willing to partner and take the lead to hold outdoor art shows and exhibits within the Town.

Ms. Grey stated "yes" and she thinks that it is an important part of the whole process to have the art come out of the gallery.

Vice-Chair Rumsey thanked Ms. Grey for her presentation and stated that he appreciated that local residents are a part of the proposal. He stated that the proposal states that Cynpozium moved from Miami-Dade to Palm Beach in 1996 and asked if it relocated to Lake Park at that time.

Ms. Grey stated "no" that Cynpozium relocated to Palm Beach Gardens. She stated that she was a park of the Palm Beach Gardens Art in Public Places Committee. She stated that when she moved to Lake Park she moved Cynpozium to the Town.

Vice-Chair Rumsey asked when Cynpozium moved to Lake Park.

Ms. Grey stated 2002.

Vice-Chair Rumsey stated that Cynpozium has been a member of the Lake Park community for 10 years, but that the Town does not have a business license listed for Cynpozium.

Ms. Grey stated that she just received notification from the Town and spoke with Greg Durgin, Code Compliance Officer, and advised that Cynpozium is a non-profit and does not need a business license. She stated that she would be happy to get the business license.

Vice-Chair Rumsey stated that it was confusing that there was no business license for the past 10 years.

Chair DuBois asked Ms. Grey to discuss education related to teaching about art versus teaching the skill of art.

Ms. Grey thinks that she needs to find out what the community needs are and then determine the type of classes to be provided.

Board Member Stevens asked how many exhibits they will have every year.

Ms. Grey stated once a month.

Board Member Stevens asked what type of free classes they would be offering to the residents at the 800 Park Avenue building.

Ms. Grey stated that it would be interesting to know what the children are learning in school and then decide if we are going to support what they are already learning or expose them to something different. She stated that information would be needed before offering the classes.

Board Member Stevens asked once she gathers the information how many free classes would she offer every month.

Ms. Grey stated that for young people one class a week and probably more for the adults.

Board Member Stevens asked how many artists would be operating out of the studio.

Ms. Grey stated at least 10.

Board Member Stevens asked how soon they could be open.

Ms. Grey stated two months.

Chair DuBois stated that all the presentations have been made and thanked them all for applying. He suggested that each Board Member rank each presenter and then enter into lease negotiations with the highest ranked. He stated that the Board's job at this point is to make a selection and then there will be negotiations to go through in order to secure the building for the highest ranked group. He stated if negotiations fail with the first choice then it would fall back to the second choice.

Vice-Chair Rumsey asked if each Board Member should just say their first, second, and third choice.

Attorney Baird suggested that each member put their name and ranking on a piece of paper and provide them to Town Clerk Lemley. (see Exhibit "D")

Attorney Baird stated that there is a tie (see Exhibit "E") and that the most efficient way to select a winner is by a show of hands. He stated that the two tied firms are Artist of Palm Beach County and KP Art Studio. He asked for a show of hands for Artists of Palm Beach County. Board Members Mosler and Hockman, Vice-Chair Rumsey and Mayor DuBois raised their hands. He asked for those in favor of KP Art Studio to raise their hands. Board Members Stevens, Longtin and Francois raised their hands. He stated that Artists of Palm Beach County is the winner by 4 to 3 vote. (see Exhibit "F")

Chair DuBois thanked all the participants and congratulated Artists of Palm Beach County. He stated that he hopes that staff and the Artist of Palm Beach County work towards an effective lease and that he looks forward to having them come to Town.

Interim Executive Director Titcomb stated that he wanted to remind the Board that per their direction that the top two vote getters would be number one and two if there are any negotiation breakdowns with number one that staff would move onto number two.

Chair DuBois concurred and stated that they should do their best to work towards a lease with Artists of Palm Beach County, but if negotiations fail then negotiations would move to the second organization.

Board Member Longtin stated that the Artist of Palm Beach County has extended a warm welcome to the other two candidates and she hopes that everyone can work together.

Ms. Keshavarz thanked the Board on behalf of the Board of the Artist of Palm Beach County and stated that they look forward to working with the Town.

2. CRA Budget Recommendations

Interim Executive Director Titcomb explained the "Options for CRA 2013 Budget". He reviewed the basic recommendations for Fiscal Year 2013. The first recommendation is to renew a one-year extension of the Chris Wayne and Associates (CWA) landscaping contract with modifications and reductions. He stated that there is a one-year extension in the current contract and that staff has met with CWA and there have been adjustments made in terms of service and cost. He stated that the extension of the contract and the changes in service and cost are in item G.3. on this agenda. The second recommendation is not to renew current landscaping services contract provided by Tree Huggers. The third recommendation is to engage Public Works to pick up additional CRA duties as modified through a work order system. He stated that at the June 6, 2012 Board meeting it established the work order system for the remainder of the current Fiscal Year. The fourth recommendation is to exercise 60-day no penalty exit clause in the Palm Beach Sheriff's Office (PBSO) contract for a dedicated CRA area law enforcement deputy. The fifth recommendation is an Request for Proposals (RFP) for private security services for critical areas and hours coverage. The sixth recommendation is to eliminate the full time permanent CRA staffing positions and replace those positions with professional support staff hours either in-house and/or RFP for outside contract support services. The seventh recommendation is to RFP special events and stand-alone projects as directed on a case-by-case basis. He stated that examples of events or stand-alone projects would be festivals, markets or various other activities. The eighth recommendation is to continue to pay fixed costs of insurance coverage, utilities, and other hard costs. The ninth recommendation is to begin contributions toward Fund Balance Recovery. He stated that the availability of funds for these items is based on available fund after obligatory fixed debt service has been paid. He stated that for Fiscal Year 2012 the CRA should continue to transition from the current operational practices to the recommend "best practices" model described at the June 6th CRA meeting and in the recommendations for Fiscal Year 2013. He stated that primarily staff is looking for direction from the Board to adopt all the recommendations or direct staff to which recommendations that the Board wished to pursue.

Vice-Chair asked if the Board has approved to move the position percentages from the CRA to the Town; General Fund and if the Town Commission has voted on that item.

Interim Executive Director Titcomb stated that the Board approved staff's recommendations made on June 6, 2012, however the Commission has not been

presented the specific number and still has to take action to accept those changes in the Town's General Fund. He stated that the sum total of moving the apportioned positions from the CRA to the Town's General Fund is approximately \$72,000. He stated that the allocation of personnel is approximately \$20,000, the administration fee is approximately \$24,000, the apportioned portion of the Town's PBSO contract is approximately \$28,000.

Board Member Hockman stated that based on the Comprehensive Annual Financial Report (CAFR) that the CRA at the end of Fiscal Year 2011 was \$768,000 in the hole and on the worksheet the beginning balance for Fiscal Year 2012 was \$175,000 plus. He asked if there was a negative of \$600,000 that transferred to 2012 or are the numbers missing.

Interim Executive Director Titcomb stated that he would defer that question to the full presentation of the CAFR during the Commission meeting. He stated that he has not compared the worksheet to the CAFR because the CAFR are the audited 2011 financial information and the worksheet is 2012 data. He stated that the net fund balance for the CRA is approximately \$820,000 as a negative number towards fund balance, but would prefer that the CAFR presentation go into the specifics of how it is calculated.

Board Member Mosler asked if the Board eliminates the staffing as recommended who is the professional support staff.

Interim Executive Director Titcomb stated that under this model a certain number of staff hours would be allocated to perform support staff functions to the CRA versus having a full time Economic Development Director and a part time project coordinator.

Board Member Mosler asked if the professional support staff could be existing Town staff or contract professionals.

Interim Executive Director Titcomb stated "yes" and if an RFP was released for these services it would be at the Board's direction for specific needs of the CRA. He stated that he envisions keeping this in-house at this time because the numbers are small. He stated that staff has inquired with a number of companies that provide this type of service and there are contract services available for basic maintenance, compliance, and monitoring services within the amount of funding available. He stated that more hours would be provided by staff versus more concentrated focused hours from contract for a specific discipline and that will need to be weighted out based on the specific needs at the time.

Board Member Longtin asked what support staff anticipated to do in the next year.

Interim Executive Director Titcomb stated that there are a number of things that need to get done in the CRA just as a functioning entity and to keep the entity running.

Board Member Longtin stated that staff would submit time sheets to account for the time spent working on CRA functions.

Interim Executive Director Titcomb stated that a work order system for everything that goes on in the CRA so that there is always a paper trail for the time, energy, effort and

expenditures that are made on behalf of the CRA, rather than just presuming that there is a portion of someone's time spent specifically on CRA.

Board Member Longtin stated that the apportionment was the way it was being done and it is not accurate.

Interim Executive Director Titcomb stated that the work order system is a more auditable and reliable system so that one could go back and show in the data what is done, how it is done, and how much time it takes.

Board Member Longtin stated that the State of Florida would prefer that it be done that way.

Interim Executive Director Titcomb stated that it is a best practice approach that staff is advocating.

Board Member Longtin asked why the Board would not put the CWA Landscaping out to bid.

Interim Executive Director Titcomb stated that at the last meeting, there was a lot of discussion regarding the extensiveness, quality, and involvement of the amount of money energy and effort the Town has invested in the CRA and its beautification. He stated that it is a highly specialized area and the CRA has made an investment in high end ornamental landscaping and Public Works has indicated that they do not have the staff, equipment, or expertise to maintain the high end ornamental landscaping, so Public Works has not been consider for taking over the maintenance of the high end landscaping. He stated that there are two one-year extensions in the existing CRA landscaping contract. He stated that staff spoke with the contractor and relayed the Board's comments and concerns and the vendor has agreed to modify the contract and reduce their costs by removing a couple of outlying services that the Town can perform.

Board Member Longtin asked if the Town is going to take on the Whitefly problem with the Ficus.

Interim Executive Director Titcomb stated that the Whitefly spraying and some of the other amenities that had been never codified in the contract, but was provided as needed. He stated that staff is recommending that those services are contracted out as needed. He stated that it is not part of the contract it is an amenity that the Town has been enjoying and as staff tightens the constraints there are items that will need to be dealt with individually as they are needed.

Board Member Longtin stated that Chris Wayne has been doing a good job, but if it were put out to bid that maybe somebody could do just as good a job at a lesser price.

Interim Executive Director Titcomb asked if Board Member Longtin is discussing all of the landscaping.

Board Member Longtin stated that she is talking about the items contracted to CWA, that he is not the only game in Town.

Interim Executive Director Titcomb stated that is true and that it is both an opportunity and a risk. He thinks that going out to bid is going to be more time consuming, more expensive and one does not know what the results of a bid would be at this time especially when there is a contract already in place with an automatic extension. He stated that this recommendation would buy the Board a year's time to test that theory.

Board Member Longtin asked what theory and stated that there is no theory that the Board is just extending the contract.

Interim Executive Director explained that the theory of being a more efficient model to move forward to save money and to protect and maintain the investment the CRA has put in its curb appeal through the use of high end ornamental landscaping.

Chair DuBois stated that this item is coming up as an item later in the agenda.

Interim Executive Director Titcomb stated that renewal of the CWA landscape contract is an item on the agenda.

Board Member Longtin thanked Interim Executive Director Titcomb and Finance Director Blake Rane for more true numbers and that it is a lot easier to work with. She asked for further explanation regarding the RFP for special events and how special events would be handled.

Interim Executive Director Titcomb explained that first the special events have to be identified and prioritized. He stated that currently special events falls under the full time staffing which is one and half people with some combinations of other Town staff. He stated that there are steps that need to be gone through in order to identify which events and which marketing activities are most desired.

Board Member Longtin asked who would head up the identification of the special events and marketing activities.

Interim Executive Director Titcomb stated that as the CRA Director he would or the future Town Manager in terms of directing what would get the most bang for the buck and return on investing for and then develop an RFP to get those services in place.

Board Member Longtin stated that if an RFP is not cost effective for landscaping how is it for anything else.

Interim Executive Director Titcomb stated that landscaping is an ongoing maintenance issue that never stops growing and events are timed and known and is a specific event on the calendar and staff can work around those time schedules to figure out what is optimal for the CRA and build the best case scenario. He stated that since he started working for the Town there has been criticism about CRA staff working on events that also spill over to other non-CRA areas and that is one of the things he is trying to address in this

recommendation. To focus on special events and maximizing special events across the Town and not just within the CRA.

Board Member Longtin stated that it is a good start that is painful and it did not need to come to this, but that no one questioned the numbers and anyone who questioned the numbers were called names. She stated that this is just unfortunate.

Board Member Stevens stated that overall he supports the basic recommendations for Fiscal Year 2013. He stated that he had the opportunity to meet with staff to go over most of his questions. However, the work order system as related to recommendations three and six that the estimates for Public Works overall for the work orders is about \$6,000 and for support staff is about \$15,000 and asked when will the cost associated with each duty be fleshed out.

Interim Executive Director Titcomb stated that the Finance Director just started and there has been a great deal put on his plate to analyze and to true up all the numbers across all the various systems and that staff is still working through all of that stuff. He stated that staff will bring forward specific recommendations to the Board as they are developed accurately and present the true cost accounting.

Board Member Stevens stated that his direction would be for the Board to be provided in greater detail the costs associated with each duty and how the work order system would work going forward.

Board Member Longtin noted that the recommendation for the security firm is for 28 hours per week for \$22,000 and asked what are the hours that staff is recommending security be in the CRA.

Interim Executive Director Titcomb stated that will ultimately be a decision of the Board, but staff did an estimation based on what staff considered an appropriate number of hours for private security during peak hours and critical times. He stated that the cost was extrapolated from current fees that the Town pays for the security firm at the Marina and it is a working number at this point.

Board Member Francois stated that she agrees with the recommendations for Fiscal Year 2013. She stated that with CWA that the Board could get a cheaper price, but not the quality work that CWA has done. She stated that she believes that CWA has reduced his cost once before and now he is doing it again and that CWA has worked with the Board from day one and provides things that the CRA did not pay for and that the Board should think twice before letting CWA go.

Chair DuBois stated that he wants to make sure with this transition that the Board is not telling the CRA district, in particular Park Avenue and 10th Street that the Town is not going to be doing anything. He stated that the Town is able to do any kind of function in the CRA district however; the CRA is not able to function in the rest of the Town. He stated that for many years the Town provided functions on Park Avenue. He stated that there will be opportunities to provide those function, but not necessarily under the CRA heading and that the Town can still operate those for the Town. He stated that the Town

can continue to make Park Avenue a destination by bringing attention to it and he thinks that the Town needs to identify that as a priority even if the Board is backing down on the funding temporarily for the CRA. He stated that as the TIF begins to build back up as the economic downturn ends and property values start to come back up the TIF will refund the CRA. He stated that the recommended changes are very austere. He stated that support staff at \$15,000 is very optimistic however; if the Town charges the CRA minimum wage for those functions it is possible. He stated that together the Town and the CRA would have to negotiate wage for those things.

Motion: A motion was made by Vice-Chair Rumsey to approve staff recommendations; Board Member Stevens made the second.

Board Member Longtin stated that these abysmal numbers are not necessarily due to the economic downturn, it has played a huge part in it, but the numbers that the Board has been given in the past have not been truthful and the Board has been swallowing it.

Chair DuBois stated that he was not referring to those numbers, that what he was referring specifically to the Tax Increment Financing (TIF).

Board Member Longtin asked if the Board has learned from their mistakes or is this going to go on.

Chair DuBois stated that he was speaking specifically of the funds going into the CRA based on the TIF.

Board Member Mosler asked about the work order system. She stated that her understanding of a work order is that if something needs to be done a work order is issued and then staff would perform the function. She asked who would be issuing the work order if there is no staff in the CRA.

Interim Executive Director Titcomb stated that functionally it will be an exercise of the Finance Department for calculating things in the proper places. He stated that there will be prescribed functions that will happen because they need to happen and will essentially defined as a work order. He provided an example that a particular staff member is asked to perform a function or activity within the CRA then the matrix of that task will be define and then it will be an accounting function from that point forward. He stated that this will create a paper trail and a calculation for things that are done on behalf of the CRA.

Board Member Mosler asked if staff has spoken to any other groups that have used a security services instead of the Police Department.

Interim Executive Director Titcomb stated that he has spoken just anecdotally and that he has not reached out specifically on this proposal. He stated that staff is well aware that other CRAs utilize these types of services, but he has not spoken to them about their pros and cons.

Board Member Stevens stated that the CRA just does not have the money to pay for Police and suggested, about a month ago, to look at security firms provided this service. He stated that he is supportive of that recommendation. He stated that he hoped in the future that the CRA could go back to PBSO, but right now with annual debt service of \$260,000 and the current valuations, the CRA does not have the funds. He stated that he is frustrated with the numbers that the Board has been given in the past and it is his hope that Interim Executive Director Titcomb and Finance Director Rane have provided accurate numbers. He stated that going forward the Board always has the option of involving the Inspector General or an outside independent auditing agency if the Board does believe that the numbers are suspect. He stated that he believes going forward that the CRA is in good shape and that is why he is supporting the recommendations for Fiscal Year 2013.

Vice-Chair Rumsey stated that the Sheriff's office would continue to police the CRA area. He stated that if there is an issue in the CRA the Sheriff's office is for all of the Lake Park and that he does not want to make it appear to the public that there will be no policing of the CRA area by the Sheriff's office. He stated that as far as other communities using a security firm, Northwood, Clematis Street District, and the Downtown Business District in West Palm Beach all use security firms. He stated that a number of communities in this area use security firms and it is used to augment the regular police services. He called the question.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler		X	
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 6-1.

Public Comment:

None

Public Comment Closed.

DISCUSSION AND POSSIBLE ACTION:

One Year Renewal of Contracts with CWA for Landscape Maintenance Services with the CRA

Interim Executive Director Titcomb stated that the recommended revised contract with CWA for Landscape Maintenance Services is for the Central Business District along Park Avenue and 10th Street.

Chair DuBois stated that staff's recommendation is to approve the contract.

Interim Executive Director Titcomb stated "yes" that is staff's recommendation to approve the extension for efficiency, for the fact that this organization does superb work for the CRA and has worked with staff to reduce costs and has saved the CRA from having to go out to RFP and go through the whole process all over again.

Board Member Hockman asked exactly what part CWA is maintaining is it to the back edge of sidewalk to back edge of sidewalk or just the median along Park Avenue from 7th Street to 10th Street.

Richard Pittman, CRA Project Manager, stated that on Park Avenue CWA maintains beyond the back of the sidewalks to beyond the back of the sidewalk from 7th Street to 10th Street.

Board Member Hockman stated that the CRA is paying to maintain the property from the road edge back which throughout the rest of the Town residents have to maintain and the business pay some type of fee towards the maintenance of this property.

CRA Project Manager Pittman stated that Board Member Hockman is correct that in the residential sections residents have to maintain public property and in this case the businesses are not maintaining public property.

Board Member Hockman stated that there are some business owners along there that do maintain their properties very well as far as the landscaping up close to the building. He stated that he is not sure why they do not maintain that portion as well and he thinks that everyone in Town would love the Town to maintain from the sidewalk out.

Chair DuBois asked if this area was covered under the RFP.

CRA Project Manager Pittman stated that he understands Board Member Hockman's premise that the commercial properties are getting a good deal out of this, but they are in the CRA whereas residential areas outside the CRA do have to maintain public property. He stated that on Park Avenue and on 10th Street it seems to be working adequately for both the CRA's needs and the property owners needs.

Board Member Hockman stated that he noticed in the updated contract that in the first paragraph the three years needs to be changed to one year.

CRA Project Manager Pittman stated that Board Member Hockman is correct and that the document will be properly re-typed and reviewed by the Attorney.

Board Member Hockman stated that he remembers that at the last meeting that Mr. Wayne suggested cutting back on cost by fertilizing only twice a year and not four times a year and he asked if the landscaping would be fertilized two or four times a year.

CRA Project Manager Pittman stated that the landscaping would be fertilized four times a year.

Board Member Stevens stated that by his calculations that the Board is spending 61% of the CRA's budget on landscaping and irrigation and asked if opportunities have been explored to reduce these costs by possibly using less grass and using more native plants because that would equate to less mowing, edging, blowing, clearing, and irrigation and he suggested using drip irrigation for less watering. He stated that rubberized mulch could be used, it would cost more upfront, but over time, it would save money. He stated that while it is a very important purpose that and that it is 61% of the CRA budget and that the CRA needs to trim and save where it can.

CRA Project Manager Pittman stated that he has not personally discussed that with CWA. He stated well water is used for the irrigation on Park Avenue and 10th Street, so the watering part is relatively inexpensive.

Board Member Stevens stated that it does list about \$13,000 a year for watering.

CRA Project Manager Pittman stated that is for electrical.

Board Member Stevens asked if it was for the pumps and such.

CRA Project Manager Pittman stated "yes" and that the well water is considerably less than the alternatives. He stated that he is not an expert in xeriscape, but there is a tendency for him to think that it is less lush than what is there now. He stated that it is a policy decision if the CRA wants to balance a cost reduction with a change in the infrastructure to a less lush appearance. He stated that if an RFP went out in the future he would recommend that a landscape architect prepare a plan that shows a xeriscape menu, the plan would be reviewed by the Board and if the Board liked the plan it would be included in the RFP for a contractor to remove the existing plant material and replace it with xeriscape material.

Board Member Stevens asked if CWA would be open to slowly downgrading the level of lushness with new plantings being native or lower maintenance. He stated that he does not want to kill what is existing and then put in the xeriscape, but he thinks as the higher maintenance plants die possibly transition to native or lower maintenance plants.

CRA Project Manager Pittman stated that Chris Dellago is present and could answer that question.

Board Member Stevens thanked Mr. Dellago for being at the meeting and his service to the Town. He stated that the landscaping looks wonderful. He stated that he thinks that the CRA needs to save where it can and that CWA has already made a sacrifice in reducing the contract about \$6,000 and that he appreciates that reduction. He asked if there is anything that the Board can do to gradually move to a lower maintenance, more xeriscape, more native plant structure that could save the CRA funds in the long term.

Mr. Dellago stated that all of that was taken into consideration when the landscaping was designed and what is there now is the hardiest type of plant material that could be in a roadway/pedestrian area. He stated that the plants have been tried and true throughout the State of Florida for many years. He stated that they were very diligent when they put the design together the first time and he thinks that is why after almost six years that it has maintained itself very well. He stated that they are running as lean as they possibly can. He stated that he thinks that what is currently in place needs to be diligently taken care of.

Board Member Stevens asked Mr. Dellago his thoughts on drip irrigation and rubberized mulch.

Mr. Dellago stated that he would not recommend the use of rubberized mulch. He stated that rubberized mulch is not as attractive as natural mulch and that natural mulch breaks down and provides nutrients to the soil and hold moisture. He stated that regarding drip irrigation that it would be a nightmare as far as maintenance and drip irrigation is a specialized application for a parking deck, and interior. He stated that drip irrigation has been tried in roadway applications and it always ends up failing.

Board Member Longtin stated that if this is not going to go out to bid that she would rather keep the contract as is and let CWA continue to maintain the Whitefly problem on the Ficus. She stated that Ficus is beautiful and CWA has done a great job on that. She stated that her big concern is that she has heard a can't do attitude out of Public Works and that she would just as soon pay a company the extra \$5,640 to keep everything looking as it is.

Board Member Francois stated that she agrees with Board Member Longtin.

Chair DuBois stated that if there is a motion to support the staff's recommendation that he would suggest to adding "subject to clerical and legal sufficiency".

Motion: A motion was made by Board Member Stevens to renew contract with staff recommendations for one year; Vice-Chair Rumsey made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois		X	
Board Member			

Steve Hockman	X		
Board Member Jeanine Longtin		X	
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 5-2.

COMMENTS BY BOARD MEMBERS AND EXECUTIVE DIRECTOR

Board Member Francois had no comments.

Board Member Longtin stated that the CRA Board needs to be structured differently than the members of the Commission making up this Board. She stated that it is not working how this Board operates and it should be readdressed. She stated that if the Commission is really concerned about the CRA then it needs to be made up of business owners. She stated that she is not sure how it is done in Delray, but there needs to be people who kind of know what they are doing and give recommendations to the Commission or give them their own budget and let them work with it. She stated that it is not working the way it is.

Board Member Stevens stated that he thinks today's meeting was a good step in using CRA funds solely for CRA functions and he thinks that it is slowly getting to that point. He stated that while there is only about \$145,000 to spend that he thinks that the funds are being spent in the appropriate way.

Vice-Chair Rumsey had no comments.

Board Member Hockman thanked all the people who came out and that hopefully the three artist groups can work together.

Board Member Mosler stated that she is very pleased with the decision regarding the art gallery and looks forward to that moving ahead quickly. She asked for the current status on the worm farm.

Interim Executive Director Titcomb stated that they are working with Mr. Lavallo to get him to relocate and come back to the Town through the proper procedures to establish whatever he may want to do there in the future.

Chair DuBois asked if it was determined to be a Code violation.

Interim Executive Director Titcomb stated that it is not a permissible use and Code Enforcement is involved.

Board Member Stevens asked when will it be cited.

Interim Executive Director Titcomb stated that the property owner has 30 days according to Community Development.

Board Member Mosler asked 30 days from when and stated that it should have been from months ago.

Community Development Director Nadia DiTommaso stated that staff was in discussions with him about a month ago and that lead to a Notice of Violation being given about a week ago and he was given 30 days.

Board Member Mosler asked if until the discussion with the property owner did Community Development Director DiTommaso not know it was against Code.

Community Development Director DiTommaso stated that the explanation that the property owner, Mr. Lavallo, was giving to staff varied. Finally staff was able to get down to exactly what he was doing and essentially it is at the early stages of a future use he wishes to integrate into that building. She stated that staff has discovered it is more of a worm recycling operation going on there and that Mr. Lavallo was given 30 days to relocate. She stated that the 30 days was given based on discussions with Mr. Lavallo regarding the length of time it would take for him to relocate.

Board Member Stevens asked if July 13, 2012 would be the 30 days approximately.

Community Development Director DiTommaso stated that she does not have the exact date it would depend on when the Notice of Violation was issued.

Interim Executive Director Titcomb stated that Mr. Lavallo had expressed an interest in coming before the Board and sharing his vision with the Board and it was during those discussion that staff informed him that regardless of his vision in the future that his current usage was not permitted in the CRA and that is when Code Enforcement got involved.

Board Member Hockman asked what the status is on the 801 Park Avenue building.

Chair DuBois requested that the status update for 801 Park Avenue building be placed on the agenda for the next meeting.

Chair DuBois had no comments.

Executive Director Titcomb had no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Stevens and seconded by Vice-Chair Rumsey, and by unanimous vote, the meeting adjourned at 9:02 p.m.

Chair, James DuBois

Agency Clerk, Vivian Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

Exhibit "A"

800 PARK AVENUE

Art on Park Art Space

. Introductions

Sibel Kocabasi & Sam Perry

• 2006 “Mix Works”, Lake Park

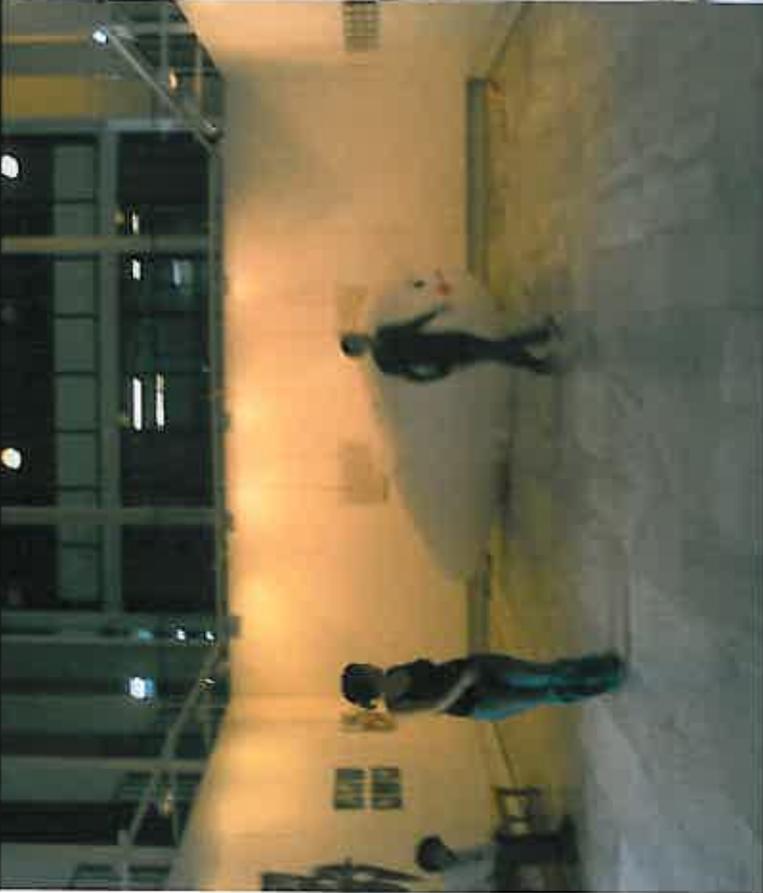
2007 “Undertow” Mimar Sinan University of Fine Arts, Istanbul



Interior view from the University Gallery



Installing the show



OPENING RECEPTION

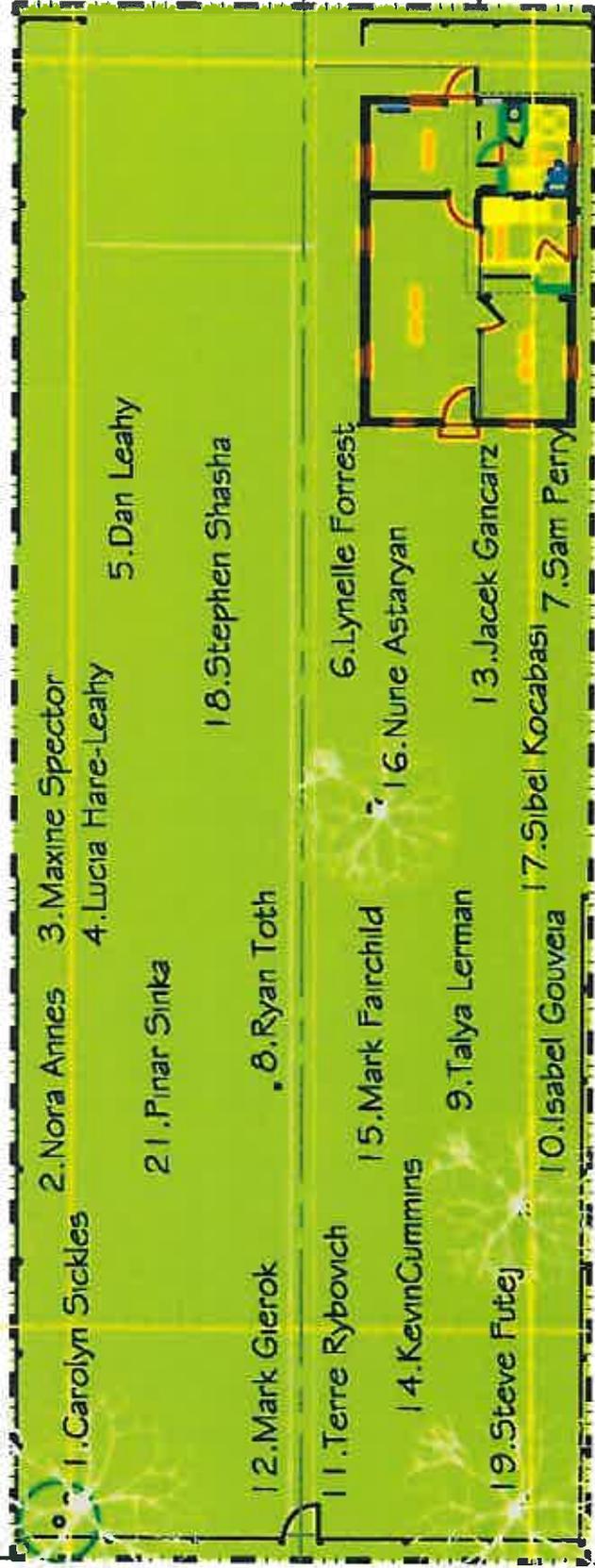


PANEL



2009 Lake Worth,

OPEN AIR EXHIBITION









2011, "Mid Summer Pop Up", Palm Beach Gardens

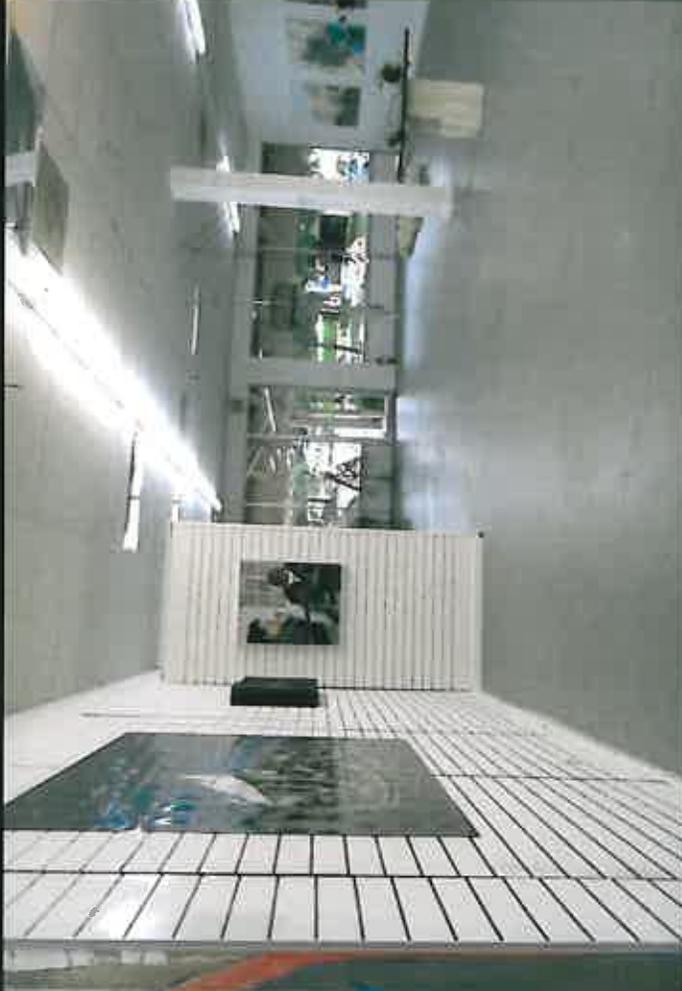


Before



week After





Whitespace

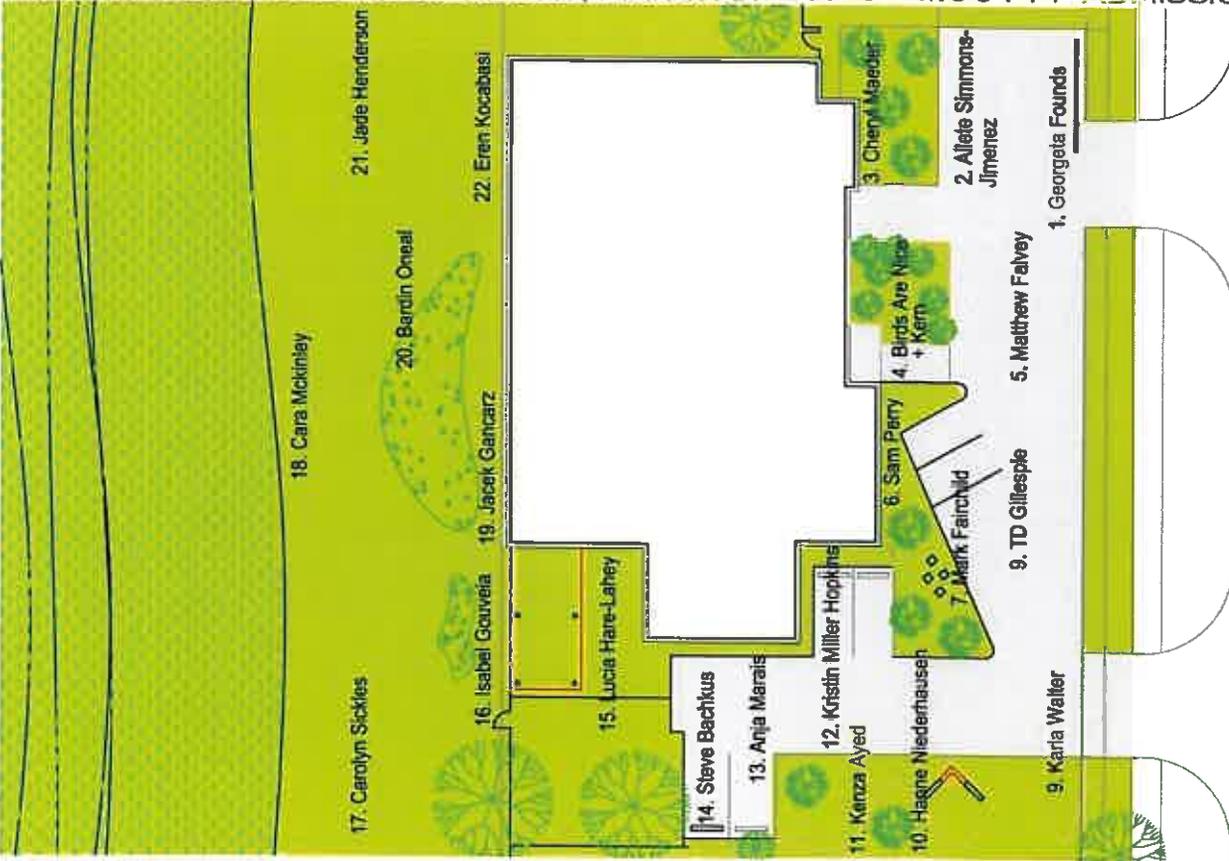
THE MORDES COLLECTION

OUTSIDE

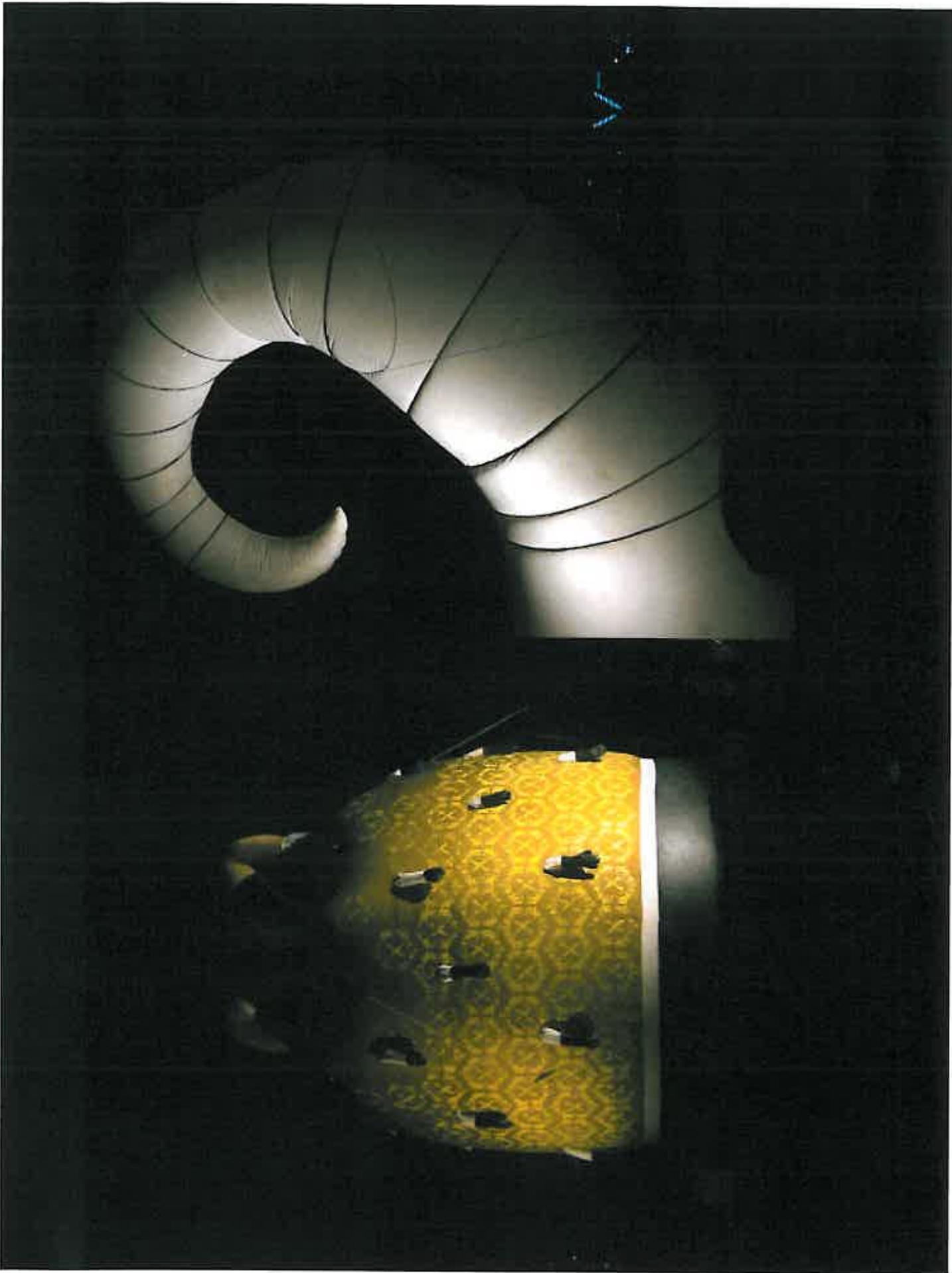


2805 N. AUSTRALIAN AVE WEST PALM BEACH, FL 33407
 T 561.842.4131 F 561.842.4132
 E 2805@MORDES.NET E INFO@WHITESPACECOLLECTION.COM
 WWW.WHITESPACECOLLECTION.COM

FRIDAY, MARCH 30 AND SATURDAY, MARCH 31 7:30 - 11:00 PM ADMISSION: \$7



CURATED BY: SIBEL KOCABASI







2012, XS Contemporary Art Space, Fort Lauderdale





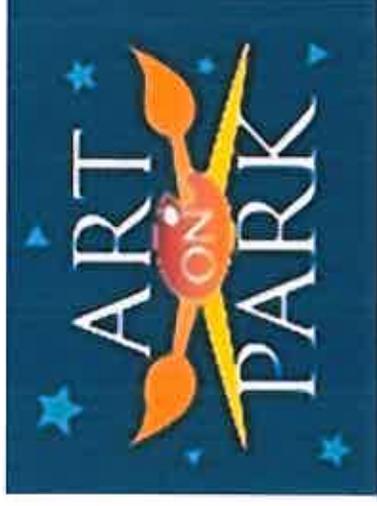
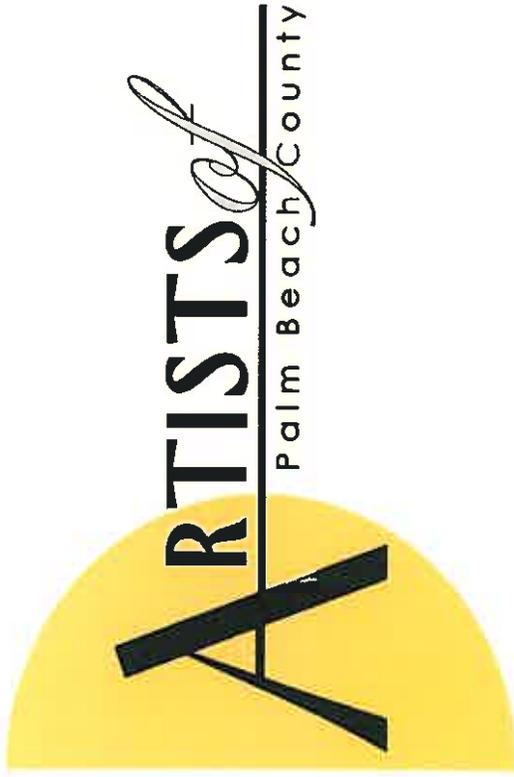
Exhibit "B"



**Proposal
Town of Lake Park
Art on Park
RFQ No. 104-2012**

**Art Gallery, Studios, Exhibition, Meeting,
and Performance Space**

**June 20, 2012
Lucy Keshavarz
Member, Board of Directors
Artists of Palm Beach County**



Town of Lake Park

Thank you for your support of the arts!

Presentation Overview

- **Artists of Palm Beach County – Who are we?**
- **How we would utilize the space**
- **Benefits for the Town of Lake Park**
- **Benefits for Artists of Palm Beach County**
- **Similar Working Art Environments**
- **Lease Terms**

Artists of Palm Beach County

Who are we?

Mission:

Artists of Palm Beach County (APBC) is a coalition created and managed by artists, for artists of all disciplines. We are dedicated to empowering individuals in the arts by reaching out to our diverse community, cultivating professional and social resources and opportunities for our members, and developing collaborative relationships.

Artists of Palm Beach County

Who are we?

Vision:

The vision of Artists of Palm Beach County is to create a haven for the artists of our community that will change the way artists are treated and ultimately respected. To live in a world that offers easily accessible education and training, opportunities to showcase work, affordable healthcare, a place to work, and above all be able to socialize and communicate with other artists of every discipline and have a solid place of honor in the community.

Artists of Palm Beach County

Who are we?

- Incorporated as a 501(c)3 non-profit in 2006
- Open to any artist who lives or works in PB County
- Open to all artistic disciplines: visual, performance, literary and media artists.
- ALL exhibitions juried
- Membership NOT juried – weight of calling yourself an artist – nurture – challenge – advocate
- APBC is the connection between PB County artists and the County arts community.
- Thru networking efforts and web presence, we are a conduit for information on arts events in the County.
- <http://www.artistsofpalmbeachcounty.org/>

APBC History

- Grassroots organization founded in 2005, based on a series of fact-finding workshops around the county, to fulfill the needs of 500+ County artists
- Incorporated in 2006
- Host a Members-only juried exhibition each year
- Advocate for local artists: art festivals, Cultural Council, business organizations, etc.
- Partner with Cultural Council of Palm Beach County (CCPBC) as a sponsor of Artavox
- Partner with CCPBC on recent Artist Needs assessment Survey / Conversations
- Monthly networking and educational meetings

How APBC Would Use The Space

- **Artist studios** – Artists could rent space of various sizes and prices.
- **Co-op art gallery** - Artists could participate in displaying their art for sale. Offered as a separate option from studio space, so an artist could participate in either or both activities.
- **Exhibition space** - Available for APBC exhibits, or local or national organizations for 4-6 week exhibits.
- **Performance and meeting** - Lectures, musical performances, poetry readings, etc. would be available to APBC members and select community organizations.
- **Educational and experiential workshops** - Available to the public or private organizations in the Performance area. These would include multicultural and multi-generational programming.
- **Outreach programs** – to diversity groups and charitable organizations.

Exhibition Space



Workshop and Meetings

Space available for APBC programs and select organizations within the county



Artist Studios

Studio artists would be juried to ensure high quality and variety. Artists would have a required number of hours each month to be working in their studios, so that visitors will see a vibrant working art community.



Co-op Gallery

- Gallery artists juried (like studio artists) to ensure quality & variety.
- Artists would have a required number of hours each month to be onsite
- Gallery artists on site during major Lake Park events.



Performances

Performance and meeting space for lectures, musical performances, poetry readings, etc. would be available to members and select community organizations.



How APBC Would Use The Space

Assessment of Needs

- Town of Lake Park
- Arts & cultural organizations & businesses on Park Avenue
- Arts & cultural organizations & businesses in north end of county

Combine the results of the needs assessment to refine the programming for Art on Park Gallery.

Benefits for Town of Lake Park

- Establish regular operating hours and programming for Gallery that is open to general public: classes, artists demonstrations, exhibitions, lectures, and more....
- Access to a pool of artists living & working throughout the county
- Connection to APBC initiatives:
 - *Next Generation Committee*: explore ways of engaging artists of High School age to those in their 30's, in art projects, classes, scholarship programs, grants and more
 - *Six Pillars*: APBC is involved with the Quality of Life/Quality of Place pillar, which includes arts, culture and tourism
 - *APBC monthly meetings*: second Monday of the month at various locations throughout the county.

Benefits for Town of Lake Park

- Complement and enhance existing arts and cultural businesses and activities
- Gallery open during events sponsored by Town of Lake Park along Park Avenue
- Provide a physical link on Park Avenue: Lake Park Public Library, Lake Park Recreation Dept., local schools, senior centers and encouraging more pedestrian traffic
- Complement and enhance existing business activities on Park Avenue
- Create a dynamic cultural destination and attraction for all of Palm Beach County

Benefits for Artists of PBC

- A location within an authentic “downtown” within northern Palm Beach County.
- Have a home base by which to better fulfill our mission and vision – serving more individuals within PBC!
- Potential for increased APBC membership.
- Ability to collaborate with more organizations & individuals.
- Allows opportunity to provide more programming and go after grants.
- Potential to grow our place in the community – Art on Park (gallery north) being the first of home bases within the county: Gallery Central, Gallery South and Gallery West.

Similar South Florida Working Art Environments

- Clay Glass Metal Stone, Lake Worth, FL – Gallery
- Village Art Studios, Tequesta, FL – Studios
- City of Hollywood - Glass Blowing Facilities and Gallery in Young Circle Park
- Artcenter/South Florida on Lincoln Road Mall
- City of Lake Worth Artist League Gallery
- Boca Museum of Art – Boca Artist Guild Gallery
- Arts Office Lauderhill – Art Incubator

Similar National Working Art Environments

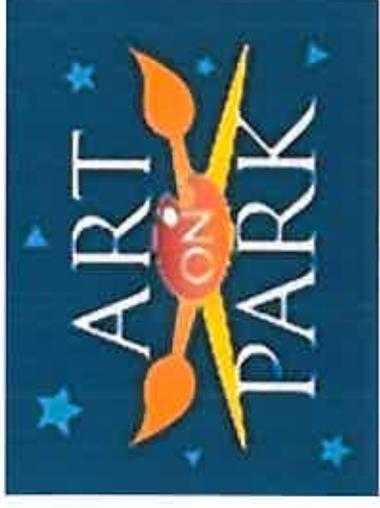
- Torpedo Factory, Alexandria VA – Studios and Co-op Galleries
<http://www.torpedofactory.org/>
- Banana Factory, Bethlehem, PA – Studios, workshops, exhibition space
<http://www.bananafactory.org/>
- Button Factory, Portsmouth, NH - Studios
<http://www.buttonfactorystudios.com/>
- Santa Monica Art Studios, Santa Monica, CA – Studios, exhibitions
<http://www.santamonicaartstudios.com/>
- Soma Artist Studios, San Francisco CA – Studios, exhibitions
<http://www.somaartiststudios.com/>
- Golden Belt Artist Co-op, Durham, NC – Studios, live/work lofts, restaurants,
http://www.goldenbeltarts.com/space_artistStudios.shtml
- MASS MoCA, North Adams, MA – Exhibitions, restaurant, theater, performance space, studios, commercial center

Lease Terms – Town Obligations

- Regular scheduled meetings / communication with select APBC members to coordinate and promote mutual arts and cultural goals within Lake Park
- Art on Park's hours, schedule of events, exhibitions, etc., included on Town's website, calendar, etc.
- Maintain exterior space, infrastructure, parking area and alley

Lease Terms - APBC Obligations

- 5 year lease, \$1 per year
- Liability insurance for interior space
- Monthly utility costs, security, water
- APBC would manage studio rentals & programming
- APBC promotes Art on Park Gallery & Town of Lake Park arts & cultural events on their website and eblasts



Thank you for this opportunity!
Questions?

Cynpozium Inc.

Additional Documentation

Bios Of Core Team Staff

The Uniqueness of Cynpozium Inc.'s R.F.Q Proposal

Geographic Proximity of Key Personnel and Availability of Key Personnel

**Plans For Maintaining Effective Communication between the town and
Proposer/tenant**

B. Additional Information That Was Omitted From The RFQ May 31,2012

Approach to maintaining good communicate

Need or user of Town equipment as listed on page 7

Cynpozium Inc

A. The Uniqueness of Cynpozium Inc.'s R.F.Q Proposal

Cynpozium Inc. believes in the transformational powers of Art. Therefore we proposed to utilize the gallery in both traditional ways and non-traditionally, as a cultural center to engage the whole community in the revitalize of Lake Park.

Develop Outreach Workshops for Educational Institutions, Religious Organizations & Social Facilities

Cynpozium Inc's knows the Lake Park community and will partner with educational institutions, religious organizations, and social facilities i.e. rehabilitation. Cynpozium has been very successful with it's outreach workshops and believes they will expand on the non-traditional Gallery concept. At the same time the outreach workshops will free up Gallery space for exhibits, co-op, classes, lectures, video, and films.

Establish An Art Loan Program With The Business District

Cynpozium has forged friendships and alliances with Lake Park businesses. One of our objectives is to establish a business art loan program. The initial response to this idea has been very favorable. We believe artist's work should be promoted and sold and not just from exhibitions but directly to businesses.

Grants

Cynpozium Inc. has been the recipient of
(3) Florida State Grants
(1) Broward Cultural Council Grant and
(1) Miami Dade Cultural Council Grant.

Lake Park Residence

Four Cynpozium's core group staff are Lake Park Residences.

Professional Organization

Cynpozium Inc. requires membership applicants to submit a resume and portfolio for review.

(Cont.) A. The Uniqueness of Cynpozium Inc.'s R.F.Q Proposal

Geographic Proximity of Key Personnel and Availability of Key Personnel

Cynthia Grey	503 Sabal Palm Drive Lake Park	561 863-0800
Katherine Lampkin	618 Date Palm Drive	561 309-9047
Trudi Brown Clark	505 Sable Palm Drive	561 863-9537
Lupe Lawrence	128 E.Ilex Dr.	561 452-1238
John Fariello	245 Miramar Way WPB	561 588-1005
Debra Capp	3132 Forest Hill Blvd. WPB	561 727-3913

Four of Cynpozium's core group are residences of Lake Park and within minutes of walking, driving, biking or skate boarding to the Gallery. One or all will be available at the Gallery during the week and weekends and during the duration of all events sponsored by the town.

Plans For Maintaining Effective Communication between the town and Proposer/tenant

Cynthia Grey, Trudi Brown Clark and Kathryn Lampkin live in the Town of Lake Park and are within minutes of walking distance to Lake Park City Hall.

B. Additional Information That Was Omitted From The RFQ May 31,2012

Approach to maintaining good communicate

Because some of Cynpozium's members live in Lake Park and attend the bi-monthly commission meetings on a regular basis we have developed relationships with Lake Park's staff and commissioners. In the past as well as the present we will to continue to communicate with the city.

Need or user of Town equipment as listed on page 7

The Town's equipment i.e kilns, pottery wheel will be utilized for ceramics classes, the lighting, jewelry case and partition will be in constant use for displays, exhibits and co-ops.

Cynpozium Inc. Bios of Core Team Staff

Cynthia Grey (Digital Media) Photography, computer, Film, and Video.

As Art Gallery "core team" and staff leader, Cynthia Grey grew up in culturally rich New York City. Attending the Fashion Institute of Technology where she received her A.A.S. in textile design, and Pratt Institute where she majored in photography and film. A fellowship from I.S. Newhouse School of Communication at Syracuse University in video art became her art and technology rite of passage.

Cynthia's experimental video title "Karma" created at Newhouse became part of the Everson Museum exhibit that toured the U.S. (Los Angeles County Museum, TV South Vanderbilt University, Cranbrook Academy of Art Museum), and Europe. Her films and tapes were also juried into the 8th Hong Kong International Film Festival, and the Chicago International Film Festival

Returning to New York City, Electronic Arts Intermix Gallery exhibited and represented her videos and films. While working as an assistant camera person for Charles Van Maanen, Leacock and Devlin Productions, Ms. Grey under a grant from WXXI-TV 21 Artist TV Workshop in Rochester, developed the concept and treatment for the video documentary "Rebuilding The Grand Piano." She lectured at the New School of Social Research, and exhibited at New York City Women's Video Festival, the Floating Foundation of Photography, at the Museum of Calvet (Marseilles, France Summer Festival At Avignon, the Dark Room Gallery, and the Camera Club of NY.

An advocate for children and poverty (the invisible street poor) she documented, developed and facilitated a still photography program at Rhinelander's Children's Center. Many of her photographs were published by Grossman, Harcourt, Brace & Janovich, Laedlaw Browers, Grossman, Motorcycle World, Collins publishing and the Long Island Press.

Soon after her parents retired to Miami Beach, a family tragedy struck. Ms. Grey quickly relocated and became intoxicated by the tropical environment. Exploiting Miami's 1980's drug culture, she receives a CPB program documentary fund grant. Partnering with Channel 17 & Metro-Dade Cable the documentary was aired on PBS stations and selected for Sundance Institute Lab.

She was a recipient of the Florida Media Art Fellowship, and featured in Florida's Artist Residency Directory. Ms. Grey is founder of Cynpozium Inc., an Art & Technology non-profit organization that pioneers projects for outreach youth groups as well as a conduit for facilitating the artist's need to extend aesthetic inquiry to the broader culture. Cynpozium Inc. became the recipient of three Florida State grants and was written up in the Miami Herald, Sun Sentinel and the Palm Beach Post.

Ms. Grey facilitated Cynpozium programs at Juvenile justice facilities, Best Buddies, The Urban League of Miami, Youth Crime Watch and many middle and elementary schools. At the same time working for Video Tape Miami, Paradise Video, and Instant Replay in Coconut Grove, she exhibited at Tropics Video International- Miami Beach and still photographs at Limited Editions Miami.

Cynpozium Inc. Bios of Core Team Staff

Cont. Cynthia Grey (Digital Media) Photography, Computer, Film, and Video.

In 1996 when Ms. Grey and her mother moved first to Palm Beach Gardens and then to Lake Park, she had been an artist for over 20 years with commissioned work in public and private collections.

Cynpozium's programs expanded into Broward and St Lucie Counties. Ameriicorps picked up the program as did the Village Foundation, The Caring Foundation, Safe Schools, PBC Parks and Recreation and PACE Center For Girls which resulted in an exhibit at the Ft. Lauderdale Public Library and the Fort Pierce Learning Center. The workshops Ms. Grey conducts have produced Video Shorts, a Documentary, and Public Service Announcements (PSA), which were shown at the National Children's Film Festival - sponsored by the Miami Youth Museum.

While living at PGA she was a contributing C.A.N. newspaper columnist for "Kids & the Techno-Culture." She photographed Palm Beach Garden's public art brochure and joined the (art advisory committee). Cynthia also documented the Gardens sculpture installations of Costos Vartos's and Tim Prentise. A 20 minute documentary about the Palm Beach County Office of Small Business was written and directed by her.

Currently, Ms. Grey's is developing her documentary, "Horsewomen On Hold into the feature film Cayuse (Spirit Horse). Her latest national and local exhibitions include: Glass Front Gallery Art2Art WPB, LaGrange National XXV11 Art Museum, GA, PhotoNow, Palm Beach Photographic Center, Lighthouse Art Center, Gardens Art, FOCE-10 West Palm Beach, Gallery of Art Jupiter, Artavox, West Palm Beach, Art in Public Places-Palm Beach International Airport, Armory Art Center, and Gardens Art.

John Fariello Ceramic Designer & Visual Presentation

Mr. Fariello is the sole proprietor of Arte Ceramica in West Palm Beach. His handmade ceramic tile and custom mural studio produces a wide range of art tile. John received a B.A. from Temple University in Philadelphia, Pennsylvania. were he conducted weekly arts workshops for adults and young people in Philadelphia area prisons. His ceramic tile murals are painted and then fired to a temperature of more than 1000 degrees.

John's has a background in sales and visual presentation, an account executive for The Concept Group Inc in New York City, a Partner and vice president for Electronic Catalog Corp in Cincinnati OH, and Director of Visual Presentation at the Emporium in San Francisco where he spearheaded opening new territories.

p. 2

Cynpozium Inc. Bios of Core Team Staff

Trudi Brown Clark Fabric Artist & Education Marketing Specialist

Mrs. Clark is a certified Martha Pullen licensed teacher for heirloom sewing and heirloom quilting. She also works as an NEA member benefits affiliate relations specialist for the states of Florida Educational Association and The South Carolina Educational Association. Trudi provides educational marketing information for the enhancement of members and their families.

Prior to joining NEA Member Benefits in 1992 she was Associate Executive Director for the Palm Beach County Classroom Teachers Association in West Palm Beach. Mrs. Clark has taught both regular education and special education classes from kindergarten to the community college level in Virginia and Massachusetts.

Debra Capp Drawing & Pastels

Ms. Capp has been working in her chosen discipline for over 20 years. The inspiration for her pastels and drawing come from many of her Orb photographs. Debra's art work explores a broad range of quasi religious, paranormal phenomenon including invisible spirits, auras, angels, ghosts, and energy fields.

For years she has been framing paintings at Easel Arts in Lake Park, recently she opened her own framing studio, dcapps Inc.

Lupe Lawrence Eco Art & Painting

Ms. Lawrence is a visual artist whose works starts with the basic concept of improving the human relationship to the natural world through the visual art experience and products. Lupe's art-environment - function concept can take many forms, including education. She creates eco art works that interpret nature to inform people and raise awareness about nature and its processes.

Lupe teaches young children at the Norton Museum, The Center for Creative Education and at PAL. She designs Eco-Crafts for Kids, and is a member of the ecoartnetwork.

Ms. Katherine Lampkin Jewelry Designer

Ms. Lampkin has been designing jewelry since 1978 and is presently the owner of One Carat Jewelers in North Palm Beach. Ms Lampkin earned her graduate gemology degree at the Gemological Institute of America, in Santa Monica CA.

Katherine grew up in Tulsa, Ok where she was exposed to jewelry design by her husband who began his career making watch crystals. Her creative one of a kind jewelry designs combine precious metals and gemstones and have been exhibited in many shows.

Exhibit "D"

Artists of Palm Beach County,

K P Art Studio

Cyprusium

John DePina 6/20/12

Chris Trammie

① KPR art.

2 ~~art on~~ artists of Palm Beach County

3 symposium

Steve Hoekman

1. CIPROZOLAM INC
2. ARTIST OF PBC
3. KPM

STOP for

2012-June-20

Longtin

- ① KP Artists
- ③ Artists of Palm Beach County
- ② Cynpozium

Self Master

① Artists of P.B. County

② K.P. Art Center

③ Symposium

KP Art Studios - (2)

~~Artists~~ -

Artist of P.B.C. - (1)

Symposium - - (3)

KP Art Studios

Artists of Palm Beach 2

K.P. Art 1

Cynposium 3

Tim Stewart

ALLY

KP ART Exhibit
"E"

<u>Cynposium</u>	<u>Artists PBC</u>	<u>Artists</u>
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1	2	3
1	2	3
1	3	2
1	3	2
1	3	2
1	3	2
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4-3



1	3	2
1	3	2
1	3	2
1	2	3
1	2	3
2	1	3
3	2	1
<hr/>	<hr/>	<hr/>
10	16	16

6-20-12

JJB

Key: 3 points for 1ST; 2 points for 2ND; 1 point for 3RD

show of hands

Artist of PBC

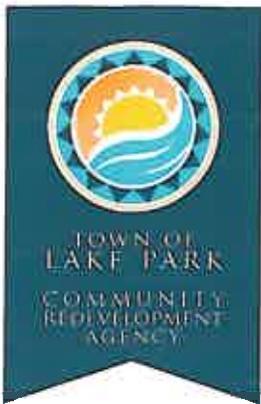
K P Art

M
H
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**Discussion
And
Possible
Action**

TAB 5



**CRA
Agenda Request Form**

Meeting Date: **August 1, 2012**

Agenda Item No. *Tab 5*

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

SUBJECT: License Agreement with Artists of Palm Beach County for Occupancy of 800 Park Avenue

RECOMMENDED MOTION/ACTION:

Approved by Executive Director *[Signature]* Date: *7/26/12*

Prepared By: Jennifer Spicer, <i>Economic Development Director</i>	Costs: \$ 0 Funding Source: Acct. #	Attachments: License Agreement for 800 Park Avenue
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At the June 20, CRA Board Meeting, the proposal submitted by Artists of Palm Beach County was selected for occupancy of the 800 Park Avenue Building "Art on Park Studio and Gallery". Attached is the License Agreement between the CRA and Artists of Palm Beach County which has been drafted based on the Request For Qualification (RFQ) contents/requirements.

Staff recommends approval

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the License), entered into this ___ day of _____, 2012, between the TOWN OF LAKE PARK Community Redevelopment Agency, whose address is 535 Park Ave, Lake Park, FL 33403, (hereinafter CRA) and ARTISTS OF PALM BEACH COUNTY (hereinafter Tenant)

In consideration of the covenants and agreements recited herein below the CRA hereby rents to Tenant the property at 800 Park Avenue, Lake Park, Florida, 33403 (the Premises)

1. The Premises is to be used as an Art Gallery and for art classes and public education and for such other uses as the CRA specifically allows.
2. The Tenant's responsibilities to maintain this License throughout the term and any renewals include to provide:
 - Art classes programs to the community and general public;
 - a monthly schedule of Arts/Crafts classes that shall be open to the general public; 1 Arts/Crafts class at no cost to the public at least once a month.
 - For the operation of the Studio Gallery 7 days a week and during sponsored Town of Lake Park, or CRA events;
 - And post written hours of operation for the Art Studio and Gallery.
 - The Gallery name "Art on Park Studio and Gallery" shall remain the same.
3. The Premises is to be licensed for a one year term. The term shall begin the ___ day of _____, 2012, and end on _____.
4. There shall be no rent during the term, however Tenant shall be response for all operating expenses listed below and operating expenses shall be registered in the name of the Tenant.
 - Utilities: Electric and Water;
 - Garbage/Trash;
 - Sanitation;
 - Monthly telephone and internet;

- Interior/exterior cleaning;
 - Grounds maintenance;
 - Property Insurance – subject to change annually, insurance shall cover Antiques and Arts.
5. Tenant accepts the space “as is, where is” with no additions or alteration by the CRA. Any structural changes to the Gallery property will require Town Commission and Town of Lake Park CRA Board advance approval.
 6. At the end of the term, the parties may agree to exercise mutual options to renew the License for an additional term, or for such modified term to which the parties mutually agree to.
 7. The Tenant shall not assign the License, nor sub-let the Premises, or any part thereof nor use the same, or any part thereof without the written consent of the CRA.
 8. The CRA will keep the equipment listed in exhibit “A” attached hereto and incorporated herein at the Property for Tenants use, said equipment shall be maintained by the Tenant at Tenants expense.
 9. Tenant agrees to abide by the Required Professional Disciplines outlined in Article II of the Request for Qualifications.
 10. All personal property placed or moved into the Premises above described shall be at the risk of the Tenant or owner thereof, and the CRA shall not be liable for any damage to said personal property as a result of any from fire, water damage from flooding, or the bursting or leaking of water pipes, or from any act of negligence of any occupants of the building or of any other person whomsoever. Tenant acknowledges that the CRA does not maintain insurance for the benefit

of its Tenants' personal property, and that it is Tenant's responsibility to maintain its own insurance.

11. The Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County, the CRA and the Town of Lake Park and shall also promptly comply with and execute all rules, orders and regulations of the same, including, but not limited to all applicable building, and fire prevention codes.
12. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of the License, whereby the same shall be rendered in the opinion of the Town un-tenantable, then the CRA shall have the right to render said Premises tenantable by repairs within 90 days there from. If said Premises are not in the opinion of the CRA rendered tenantable within said time, either party may cancel this License, and in the event of such cancellation the Tenant shall coordinate any change in responsibility for the utilities with the CRA.
13. The prompt payment of the utilities for the Premises and the faithful observance of any rules and regulations which may be made by the CRA, are the conditions upon which the License is made and accepted and any failure on the part of the Tenant to comply with the terms of the License, or any of said rules and regulations which may be hereafter prescribed by the License shall at the option of the CRA, work a forfeiture of the License, and all of the rights of the Tenant hereunder.

14. If the Tenant shall abandon or vacate the Premises on or before the expiration of the term, the CRA may enter the Premises without notice and without being liable in any way therefore, and maintain possession of the Premises and take such other acts thereafter as it deems appropriate.
15. The Tenant hereby pledges and assigns to the CRA all personal property, including, but not limited to, the furniture, fixtures, goods and chattels of Tenant, which shall or may be brought or put on the Premises as security for the payment of the rent, and Tenant agrees that a lien against same may be enforced by distress foreclosure or otherwise at the election of the CRA.
16. It is hereby agreed between the parties that in the event the CRA decides to remodel, alter or demolish all or any part of the Premises, or in the event of the sale of all or any part of the Premises; requiring this space, the Tenant shall vacate the Premises upon 30 days advance written notice. It is furthered agreed between the parties that should any of these events occur Tenant may elect to cancel the License upon 30 days advance written notice to CRA.
17. The CRA, or any of his agents, shall have the right to enter the Premises during all reasonable hours, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation of the Premises. The right of entry shall likewise exist for the purpose of removing place cards, signs, fixtures, alterations, or additions, which do not conform to the License, or to any written rules and regulations pertaining to the Premises.

18. CRA hereby acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times, maintain the premise in good and safe condition, including plate glass, doors, locks, electrical wiring, plumbing and heating and air conditioning installations and any other system or equipment upon the premise. Tenant shall surrender the Premises in the condition they are in at the beginning of the first term of the License and shall maintain the Premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof, and to make good to said CRA immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant. The Town will keep the equipment listed in Exhibit 'A' which is attached hereto and incorporated herein at the Property for Tenants use. Said equipment shall be maintained by the Tenant at the Tenants expense.
19. The License shall bind the parties and their assigns or successors, heirs, personal representatives.
20. It is understood and agreed between the parties that the written notice via certified mail or hand delivered to the parties at their respective addresses referenced hereinabove shall constitute sufficient notice for the receiving party to comply with any of the terms of the License.

21. The rights of the CRA under the foregoing shall be cumulative, and failure on the part of the CRA to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.
22. It is further understood and agreed between the parties hereto that any charges against the Tenant by the CRA for service or for work done on the Premises by order of the Tenant or otherwise accruing under this License shall be the financial responsibility of the Tenant and shall be subject to the written approval of the CRA.
23. It is hereby agreed by the parties that any signs to be installed, or awnings, in connection with the use of the Premises shall subject to the approval of the CRA.
24. **RADON GAS NOTIFICATION:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from the Palm Beach County Public Health unit.
25. The License shall be construed in accordance with the laws of Florida. Venue for any action by either party to enforce the terms of the License shall be in Palm Beach County.
26. In the event either party shall be required to enforce the terms of the License, the prevailing party shall be entitled to recover its costs and attorney's fees.

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

**LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY**

By _____

Approved as to form
And Legal Sufficiency

By _____
Thomas J. Baird, Esquire

ARTISTS OF PALM BEACH COUNTY

By _____

p:\docs\26508\00003\doc\1de8863.doc

Exhibit "A"

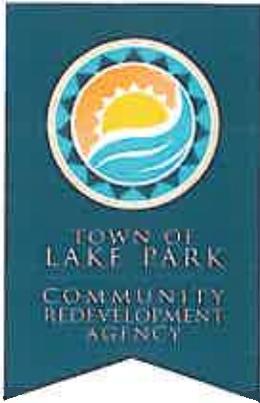
- Lighting System
- Air conditioning unit – must be maintained by Tenant
- Kiln (inside of kiln room)
- Refrigerator/Microwave/towel holder
- 1 Safe box
- 1 Wall hand dryer
- 1 wall mirror
- Partitions – 11 (white) 7 (grey)
- Pedestals – 8 (white) 2 (black)
- (3) potters wheels
- 1 Desk
- 1 Jewelry case
- 3 Chairs
- Trash can – 1 tall (bathroom) 1 small (reception area)
- Filing cabinet
- 1 Lg. artificial plant
- 1 Art on Park entrance carpet
- 1 Fire extinguisher
- 1 Easel
- 1 Ladder and 1 broom
- 1 Aluminum shelving
- 1 Counter for cash register
- Security cameras/system shall remain on premises and be maintained by Tenant

In the event that the lighting system needs to be changed/replaced, a written request shall be submitted to the Town Clerks office by the Tenant, for CRA Board and Commission approval.

In the event the kiln equipment needs removal from the premises, a written request shall be submitted to the Town Clerks office by the Tenant, for CRA Board and Commission approval.

It is recommended that the AC Unit is maintained periodically and filters must be changed on a monthly basis at the Tenants expense

TAB 6



**CRA
Agenda Request Form**

Meeting Date: August 1, 2012

Agenda Item No. *Table*

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

SUBJECT: Loan Recommendations for Grumpy Grouper

RECOMMENDED MOTION/ACTION: Approval

Staff Signature Jennifer Spicer

Date: 7/26/2012

Approved by Executive Director

Date: 7/26/12

<p>Prepared By: Jennifer Spicer, Economic Development Director</p>	<p>Costs: \$ 0 Funding Source: Acct. #</p>	<p>Attachments: Loan Application for Grumpy Grouper</p>
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At the June 6, 2012 CRA Board Meeting, the Board requested that the CRA Staff bring alternative recommendations for financial assistance to facilitate Grumpy Grouper coming to Lake Park. Therefore, the staff instead of a grant recommends issuing a loan in the amount of \$40,000 dollars, with a low interest rate of 2%. Attached you will find signed copies of a loan agreement from Mr. Rick Smith-owner of the Grumpy Grouper Restaurant. The signed promissory note is included as back-up to a separate agenda item for this CRA Board meeting.

Staff recommends approval.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is made as of _____, 2012, by and between The Town of Lake Park Community Redevelopment Agency ("CRA"), having an address at 921 Park Avenue, Lake Park, Florida 33403, and MHS Enterprises of Lantana, Inc. d/b/a Grumpy Grouper Grill II ("Borrower"), having an address at 933 Park Avenue, Lake Park, FL 33403.

RECITALS

WHEREAS, the Town of Lake Park, Florida has previously created a Community Redevelopment Agency (CRA); and

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, MHS Enterprises of Lantana, Inc. d/b/a Grumpy Grouper Grill II (Borrower) is applying for a loan from the CRA; and

WHEREAS, the CRA's Board of Commissioners has recommended that the CRA provide a loan to MHS; and

WHEREAS, CRA is willing to make a loan available Borrower on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Except as otherwise may be provided in this Agreement, the following terms shall have the following definitions:

1.1 The term "Collateral" shall mean any Licenses, or Inventory pledged by Borrower to the CRA to secure the performance of the obligations under this Agreement.

1.2 The term "Cutoff Date" shall mean the maturity date of the Note, as the same may be extended as set forth therein.

1.3 The term "Eligible Accounts Receivable" shall mean those Receivables of Borrower that are not owed by any Affiliates of Borrower and where less than 90 days have passed from the date of invoice or other request for payment.

1.4 The term "Loan" shall mean the loan evidenced by a Promissory Note.

1.5 The term "Loan Documents" means this Agreement, and the Promissory Note, and any other documents or financing statements that the CRA may require to be executed or filed in connection with the Loan.

1.6 The term "Material Adverse Effect" means any action or inaction taken by or against Borrower which could reasonably be expected to have an adverse effect upon the Borrower's business as determined by the CRA.

1.7 The term "Note" shall mean the Promissory Note, in a principal amount of \$40,000.00, executed by Borrower and delivered to the CRA.

1.8 The term "Senior Management of Borrower" shall mean the following individuals: Mary H. Smith and Rick Smith.

2. Loan Amount; Use of Proceeds.

2.1 Loan. The CRA agrees to make the Loan to Borrower in the principal amount of \$40,000.00. The Loan period shall be five years and the annual interest rate of the Loan shall be 2%. The Loan shall be paid in 12 installments per year during the five year period and shall be based on an amortization schedule in accordance with the payment schedule attached hereto and incorporated herein as Exhibit "A." Said Loan shall be evidenced by a Note.

2.2 Use of Proceeds. Disbursements under the Loan shall be used solely for the expenses related to the location of Borrower's restaurant and may include the financing of leasehold improvements at 933 Park Avenue in Lake Park, Florida.

2.3 Repayment of Note. The Note shall be repaid as to principal and interest on the terms set forth in the Note. All payments made pursuant to the Note shall be free and clear of any present or future United States taxes, withholdings or other deductions whatsoever (other than income taxes due pursuant to the laws of the State of Florida and the United States).

3. Representations and Warranties. Borrower represents and warrants that as of the date hereof and as of each disbursement under the Loan the following representations and warranties are true and correct:

3.1 Organization; Legal Status. Borrower is a duly organized business entity, validly existing and in good standing under the laws of Florida, has full power and authority to carry on its business as now conducted or as proposed to be conducted and has obtained all business receipt taxes, licenses and/or permits necessary to conduct such business in the Town of Lake Park.

3.2 Power; Authorization; Enforceable Obligations. Borrower has full power, authority and legal right to execute, deliver and perform its obligations under the Loan Documents. Borrower has taken all necessary action to authorize the borrowing of the Loan on the terms and conditions of this

Agreement and the Loan Documents, and Borrower has taken all necessary action to authorize the execution and delivery of its performance under the Loan Documents. The officer or representative of Borrower signing the Loan Documents has been duly authorized and empowered to legally bind the Borrower. The Loan Documents constitute legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, except as enforceability may be affected by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights.

3.3 No Legal Conflicts. The Borrower's execution, delivery and performance of its obligations under the Loan Documents shall not: (a) violate, conflict with or result in a default under any agreement or other instrument to which Borrower is a party or by which the Receivables of Borrower may be bound or affected; (b) violate, conflict with or result in a default under the Articles of Incorporation and any other business entity organizational documents of Borrower; (c) violate any applicable laws; nor (d) require any authorization or consent from, or any filing with, any governmental authority (except for the filing of UCC-1 financing statements in the appropriate offices in Florida).

3.4 Terms of Existing Financial Agreements. The Borrower asserts and CRA acknowledges that it has not previously entered into certain credit agreements for any inventory or licenses which constitute the collateral security pledged pursuant to the Security Agreement.

3.5 Compliance with Law. Borrower is in compliance with all consents, approvals, licenses and applicable laws relating to Borrower, which would not, singularly or in the aggregate, cause an Event of Default hereunder.

3.6 No Litigation. No action, suit, proceeding or investigation, judicial, administrative or otherwise (including, without limitation, any reorganization, bankruptcy, insolvency or similar proceeding) is currently pending or, to the best of Borrower's knowledge, threatened or contemplated against or which would affect Borrower or the Receivables of Borrower.

3.7 Business Purpose of Loan. Borrower shall use the proceeds of the Loan solely for the purpose of carrying on a restaurant business in the Town of Lake Park, and not for personal, family, household, or any other business purposes in Lake Park, or elsewhere.

3.8 Tax Returns and Payments. Borrower warrants that all federal, state and other tax returns of Borrower required by applicable laws to be filed have been equate cash reserves have been established in accordance with Generally Accepted Accounting Principals.

3.9 Survival. All statements contained in this Agreement or any of the other Loan Documents (including, without limitation, any such statement made in connection with any amendment thereto or any statement contained in any

certificate, financial statement or other instrument delivered by or on behalf of Borrower prior to the date hereof and delivered to CRA in connection with the closing of the transactions contemplated hereby) shall constitute representations and warranties made by Borrower under this Agreement. All representations and warranties made under this Agreement shall be deemed to be made at and as of the date hereof and at and as of the date of each disbursement under the Loan. In the event, however, of a conflict between any provisions set forth in the commitment agreement executed by and between Borrower and CRA and the provisions of this Agreement or any other loan document executed at closing, the provisions of the Loan Documents executed at closing shall prevail.

4. **Collateral for the Loan.** The Note and the Collateral pledged by Borrower as set forth herein shall secure the repayment of all sums due under the Note and this Agreement and all advances made pursuant to the Note and subject to this Agreement. The Borrower hereby pledges that certain **Liquor License** described as _____ together with the Inventory of Borrower as described in the attached Exhibit "B" which is incorporated herein. This collateral shall constitute a first lien and encumbrance for the Loan on the inventory, except as otherwise disclosed in writing to CRA prior to Closing. In the event the CRA is required to exercise any of its remedies as set forth herein below, the CRA shall be entitled to demand, and the Borrowers shall deliver immediately upon demand, all collateral security pledged as set forth in the attached Exhibit "B".

5. **Information.** For so long as the obligations of Borrower under the Loan remain unpaid or unperformed, or this Agreement is in effect, unless CRA shall otherwise consent in writing, Borrower shall furnish to CRA at its office the following internally generated reports:

5.1 **Quarterly Reports.** Within 10 days after the close of each quarterly accounting period of Borrower, except Borrower's fiscal year end, Borrower shall, deliver the balance sheet of Borrower as of the end of such period and the related statement of income for such period together with an accounts payable aging report (the "Payable Report") showing the date of billing, the identities of the persons to whom payment is to be made, the amount of such accounts payable, the number of days elapsed since the billing date and otherwise in form and substance acceptable to CRA as of the end of such period and an accounts receivable report (the "Receivables Report") showing the actual date of billing, the identities of the persons obligated under any such accounts receivable, the amount of such accounts receivable, the number of days elapsed since the billing date and otherwise in form and substance acceptable to CRA as of the end of such period, all of which shall be certified by an authorized representative of Borrower to present fairly in all material respects, in accordance with GAAP consistently applied (subject to changes resulting from normal year-end adjustments), the financial position of Borrower as of the date thereof and the results of operations for such period. Notwithstanding the foregoing, Borrower shall deliver a Payable Report and a Receivables and Inventory Report to CRA

within 30 days of the close of each fiscal year applicable to the last quarter of such fiscal year, in form and substance set forth above and otherwise acceptable to CRA. In addition, CRA and its representatives and agents shall have the right, from time to time, upon reasonable advance notice and as often as reasonably necessary for monitoring of the Loan, during normal business hours, at the expense of Borrower, to visit the offices of Borrower and audit the records of Borrower pertaining to its Receivables and Inventory. Such statements shall be certified as to their correctness by a principal officer of Borrower.

5.2 Year-End Reports. Within 120 days after the end of each fiscal year of the Borrower, Borrower shall deliver the balance sheet of Borrower as of the end of such period and the related statements of income and cash flows of Borrower for such fiscal year, all of which have been prepared in a manner that fairly represents, in all material respects, in accordance with GAAP consistently applied and in Review Quality, the financial position of Borrower as of the date thereof and the results of operations for such period, whose certificate shall be in scope and substance satisfactory to the CRA and who shall have authorized Borrower to deliver such financial statements and certification thereof to CRA pursuant to this Agreement.

5.3 Notice of Litigation and Other Matters. Borrower shall provide the CRA with prompt notice of:

5.3.1 the commencement of any and all proceedings and investigations by or before any governmental or nongovernmental body and all actions and proceedings in any court, administrative agency, or other tribunal or before any arbitrator against or in any other way relating adversely to, or adversely affecting, Borrower or any of its properties, assets or businesses which, if adversely determined or resolved, could reasonably be expected to have a material adverse effect upon the business, assets, liabilities, financial condition, results of operations or business prospects of Borrower as determined by CRA in its reasonable discretion exercised in good faith (a "Material Adverse Effect"); and

5.3.2 Any Material Adverse Effect, Event of Default or any other event which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default by Borrower under any material agreement (other than this Agreement) to which Borrower is a party or by which Borrower or any of its properties may be bound and such action that Borrower is taking to remedy such Event or Default or event.

6. **Affirmative Covenants**. For so long as the obligations of Borrower under the Loan remain unpaid or unperformed, or this Agreement is in effect, unless CRA shall otherwise consent in writing, Borrower shall:

6.1 Preservation of Existence. Preserve and maintain its existence, rights, franchises, licenses and privileges in the jurisdiction of its formation and

qualify and remain qualified and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization and the failure to be so qualified or authorized could have a Material Adverse Effect on Borrower.

6.2 Applicable Law. Comply with all applicable laws as the same may be amended from time to time, and obtain all consents, licenses and other governmental approvals required by Borrower to be so obtained, except where such noncompliance would not have a Material Adverse Effect on Borrower or where Borrower is challenging in good faith by appropriate proceedings (diligently pursued) the application or enforcement of such applicable law or requirement for such governmental approval and against which adequate cash reserves have been established in accordance with GAAP.

6.3 Payment of Taxes and Claims. Pay or discharge when due (a) all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any properties belonging to it, and (b) all lawful claims of material men, mechanics, carriers, warehousemen and landlords for labor, materials, supplies and rentals which, if unpaid, might become a material lien on any of its properties or which would otherwise materially adversely affect the value of any of its properties, as the same are reasonably determined by CRA; provided, however, that this paragraph shall not require the payment or discharge of any such tax, assessment, charge, levy or claim which is being contested in good faith by appropriate proceedings which operate to suspend the collection thereof and for which adequate cash reserves have been established in accordance with GAAP. Failure to do so may constitute a Material Adverse Effect.

7. **Negative Covenants**. For so long as the obligations of Borrower under the Loan remain unpaid or unperformed, or this Agreement is in effect, unless the CRA shall otherwise consent in writing, Borrower shall not:

7.1 Indebtedness. Create, assume or otherwise become or remain obligated in respect of, suffer to exist or permit to be created, assumed or incurred or to be outstanding any Indebtedness, whether contingent or direct, in excess of \$40,000 without the prior written consent of the CRA. As used herein, the term "Indebtedness" shall mean (a) all items which in accordance with GAAP would be included in determining total liabilities as shown on the liability side of a balance sheet for Borrower at the date as of which Indebtedness is to be determined, including, without limitation, all Indebtedness of Borrower represented by obligations under a lease that is required to be capitalized by GAAP and all reimbursement obligations due or that may become due of Borrower under letters of credit and acceptances issued for its account, and (b) all obligations of other entities or individuals which Borrower has guaranteed; provided, however, that notwithstanding the foregoing, this paragraph shall not apply to the Indebtedness evidenced by the Loan.

7.2 Change of Senior Management or Control. Allow a Change in the Senior Management of Borrower or a Change in Control of Borrower (as such terms are defined below). As used herein, the term "Change in the Senior Management of Borrower" shall mean that the individual who comprises the Senior Management of Borrower no longer has the power to direct or cause the direction or management and policies of Borrower, whether through the ownership of membership interests and/or voting rights, by contract or otherwise. As used herein, the term "Change in Control of Borrower" shall mean that any one entity or individual or group of related entities and/or individuals acquires after the date hereof more than 50% of the membership interests or voting power of Borrower.

7.3 Change in Organizational Documents. Make any material change in the articles of incorporation, bylaws or other business entity organizational documents affecting the governance of Borrower, including, without limitation, any provision affecting any ownership interests, voting rights or percentages for approval of any action of Borrower, without the prior written consent of the CRA which consent shall not be unreasonably withheld.

7.4 No Sale of Assets. Other than in favor of the CRA, Borrower shall not sell, lease, assign, transfer or otherwise dispose of any Collateral (as defined in paragraph 4, above and Exhibit "B" attached hereto), whether in one or a series of transactions (whether or not related) other than: (a) inventory in the ordinary course of business; and (b) obsolete or worn out property disposed of in the ordinary course of business; and

8. **No Third Party Beneficiary Status.** The Parties do not intend the benefits of this Agreement to inure to any third party. If this Agreement shall be disclosed to any third parties, such disclosure shall be for informational purposes only and no such third party should not have any expectation of relying on any of the matters or agreements set forth in this Agreement.

9. **Disbursements.** No proceeds from the Loan shall be disbursed to the Borrower upon receipt of documentation indicating that the Borrower (a) has entered into a lease or purchase agreement for suitable space located within the municipal limits of the Town of Lake Park.

10. **Events of Default.** The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") hereunder:

10.1 Bankruptcy. Either a court shall enter a decree or order for relief in respect of Borrower in an involuntary case under any Chapter 7 or 11 applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Borrower or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days or Borrower shall

commence a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in any voluntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Borrower or for any substantial part of its property, or shall make any general assignment for the benefit of its creditors, or shall fail generally to pay its debts as they become due or shall take any action in furtherance of the foregoing.

10.2 Execution. Any execution with respect to any judgment against the Borrower which could reasonably be expected to have a material adverse effect on the Borrower shall have been levied against any portion of the Receivables of Borrower or against any other property of Borrower.

10.3 Nonpayment. Where Borrower shall fail to pay any sums when due under the terms of the Note and/or the other Loan Documents, subject to any applicable notice and cure periods.

10.4 Default Under Loan Documents. Where Borrower shall fail to perform or observe any term, covenant, condition or agreement contained in this Agreement and/or the Loan Documents, or any amendment thereto (other than those related to monetary obligations of Borrower, including, without limitation, the payment of interest, principal, charges and/or fees due under the Note) and such failure shall continue for 30 days and, if CRA has actual notice of such default, 30 days after Borrower receives written notice from CRA of such default. Upon default CRA may declare the unpaid principal balance together with all accrued interest and other sums due CRA, payable in full upon not less than 60 days nor more than 90 days notice.

10.5 Inaccuracy of Warranties. If at anytime any representation or warranty made by Borrower in this Agreement and/or the other Loan Documents shall be or become incorrect in any material respect and Borrower fails to cure said defect, if such defect is curable, within 30 days of written notice from CRA.

10.6 Default Under Other Agreements. A default by Borrower under any note, mortgage, guaranty or other instrument of indebtedness or any agreement hereafter executed by Borrower in favor of CRA beyond any applicable notice and cure period.

10.7 Material Adverse Change or Effect. A material, adverse change to the financial condition of the Borrower shall occur from the condition disclosed to CRA immediately prior to the execution of this Agreement.

10.8 Change in Control. A Change in Control of Borrower occurs without the prior written consent of CRA.

10.9 Financial Filing. CRA shall receive at any time after the date hereof a UCC filing report or other evidence indicating that CRA's security interest in the

Collateral is not prior to all other security interests or other interests encumbering the Collateral reflected in any such report or evidence except as to such disclosures previously provided to CRA in writing; provided, however, as to the Accounts Receivables and Inventory of Borrower, CRA's security interest must be prior to all other security interests so far as is possible.

11. **Remedies.** Upon the occurrence of any Event of Default, the CRA may exercise any or all of the following rights and remedies available to it under the Note and/or this Agreement, and at its discretion may:

11.1 Acceleration. Declare immediately due and payable all monies advanced under the Note, and/or pursuant to this Agreement which are then unpaid.

11.2 No Further Advances. Refuse to disburse any monies under the Loan.

11.3 Other Remedies. Exercise any and all remedies available to it under the Note, the Agreement.

11.4 Remedies Not Exclusive. The failure of the CRA to exercise any remedy provided under this Agreement or the Note shall not preclude the resort to any other remedy provided or prevent the subsequent or concurrent resort to any other remedy which by law or equity shall be vested in CRA for the recovery of damages or otherwise in the event of a breach of any of the undertakings of Borrower hereunder.

11.5 Collateral. In accordance with paragraph 4, above, the CRA may demand and the Borrower shall immediately deliver all collateral security pledged as set forth in the attached Exhibit "B."

12. **Notices.** All communications required hereunder or under the Loan Documents shall be in writing and sent by either hand delivery, fax, special delivery service (e.g., Federal Express) or certified mail, postage prepaid, return receipt requested. Notice shall be conclusively presumed to have been given three business days after notice is sent by certified mail, the next business day after notice is sent by special delivery service, or upon receipt if by hand delivery. For purposes hereof, the address of the parties hereto (until notice of a change thereof is served as provided in this section) shall be as set forth in the first paragraph of this Agreement.

13. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the successors and assigns of the CRA. Notwithstanding the foregoing, Borrower shall not have the right to assign its interests in this Agreement or the Note without the prior written consent of the CRA.

14. **Amendment.** This Agreement cannot be changed or amended except as specifically set forth herein and by agreement in writing signed by the party against whom enforcement of the change or amendment is sought.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to choice of law rules. Borrower shall submit itself to the nonexclusive jurisdiction of federal and state courts located in Palm Beach County, Florida for any action arising out of or related to the Loan, this Agreement or the Loan Documents.

16. **Counterparts.** This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.

17. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

18. **Waiver.** CRA, from time to time, may waive the performance by Borrower of any of its obligations which shall arise under this Agreement, or the Note, and may waive, from time to time, any of the conditions to the making of a disbursement of Loan proceeds. The agreement of CRA to waive any of Borrower's obligations under this Agreement or the Note or the agreement of the CRA to waive any of the conditions to the disbursement of Loan proceeds, shall not constitute the agreement of the CRA to waive such obligations or conditions in the future nor shall a continual or repeated waiver of such obligation or condition result in the establishment of a course of conduct by which CRA shall be estopped from enforcing such obligations or conditions and the CRA may, at its discretion, require strict compliance by Borrower of all the terms, covenants and conditions of this Agreement and the Note.

19. **Indemnification.** Borrower agrees to indemnify and save harmless CRA and the Town of Lake Park Commission, and their elected and appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of the Loan, this Agreement, the Note, or in connection with the ownership of the Inventory or License pledged as Collateral pledged by Borrower, including, without limitation, liabilities caused by the negligence of the party seeking indemnification, but excluding liabilities caused by the gross negligence or willful misconduct of the party seeking indemnification.

20. **Stamp, Intangible and Recording Taxes.** Borrower shall pay any and all stamp, intangible, registration, recording and similar taxes, fees or charges and shall indemnify CRA against any and all liabilities with respect to or resulting from any delay in the payment or omission to pay any such taxes, fees or charges,

which may be payable or determined to be payable in connection with the execution, delivery, performance or enforcement of this Agreement, and the Note, or the perfection of any rights or liens thereunder.

21. **WAIVER OF JURY TRIAL. BORROWER AND CRA HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR SUBSEQUENT PROCEEDING, BROUGHT BY EITHER CRA OR BORROWER WITH RESPECT TO ANY OBLIGATION CREATED UNDER THIS AGREEMENT OR THE NOTE AGAINST ANY OR ALL OF THE OTHERS ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE NOTE.**

22. **Attorney Fees.** In the event the CRA is required to enforce this Agreement, it shall be entitled to the reimbursement of any attorney fees incurred in enforcing the terms hereof. In the event of a default or breach of this Agreement, or the Note the prevailing party shall be entitled to its court costs and reasonable attorney fees.

The parties hereto have duly executed this Agreement on the day and year first above written.

**LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
James DuBois, Chairman

GENERAL COUNSEL

Thomas J. Baird, Esquire

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by James DuBois and Dale S. Sugerman, as the Chairman and Executive Director, respectively, of Town of Lake Park, Florida Community Redevelopment Agency, on behalf of Town of Lake Park, Florida Community Redevelopment Agency and who are personally known to me.

Notary Public, State of Florida
Printed Name: _____

WITNESSES:

MHS ENTERPRISES OF LANTANA,
INC. d/b/a GRUMPY GROUPE GRILL
II

William Blakeman
Printed Name: WILLIAM BLAKEMAN

Vivian Lemley
Printed Name: Vivian Lemley

By: Richard Ernest Smith
Richard Ernest Smith, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19 day of July, 2012, by Richard Ernest Smith, as the President of MHS Enterprises of Lantana, Inc. d/b/a Grumpy Grouper Grill II, a Florida corporation, and who has acknowledged that she has executed the same on behalf of MHS Enterprises of Lantana, Inc., d/b/a Grumpy Grouper Grill II and that she was authorized to do so. She is personally known to me or has produced Florida Driver's License as identification.

Shari Canada

Notary Public, State of Florida
Printed Name: SHARI CANADA



SHARI CANADA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE179308
Expires 3/14/2016

EXHIBIT A

Loan Calculator

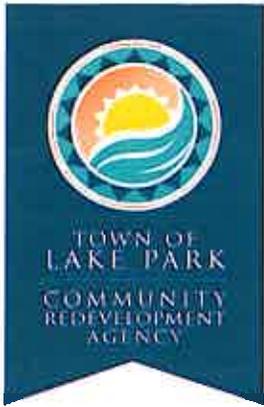
Enter Values	
Loan Amount	\$ 40,000.00
Annual Interest Rate	2.00 %
Loan Period in Years	5
Number of Payments Per Year	12
Start Date of Loan	10/15/2012
Optional Extra Payments	\$ -

Loan Summary	
Scheduled Payment	\$ 701.11
Scheduled Number of Payments	60
Actual Number of Payments	60
Total Early Payments	\$ -
Total Interest	\$ 2,066.62

Lender Name:

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	11/15/2012	\$ 40,000.00	\$ 701.11	\$ -	\$ 701.11	\$ 634.44	\$ 66.67	\$ 39,365.56
2	12/15/2012	39,365.56	701.11	-	701.11	635.50	65.61	38,730.06
3	1/15/2013	38,730.06	701.11	-	701.11	636.56	64.55	38,093.49
4	2/15/2013	38,093.49	701.11	-	701.11	637.62	63.49	37,455.87
5	3/15/2013	37,455.87	701.11	-	701.11	638.68	62.43	36,817.19
6	4/15/2013	36,817.19	701.11	-	701.11	639.75	61.36	36,177.44
7	5/15/2013	36,177.44	701.11	-	701.11	640.81	60.30	35,536.63
8	6/15/2013	35,536.63	701.11	-	701.11	641.88	59.23	34,894.74
9	7/15/2013	34,894.74	701.11	-	701.11	642.95	58.16	34,251.79
10	8/15/2013	34,251.79	701.11	-	701.11	644.02	57.09	33,607.77
11	9/15/2013	33,607.77	701.11	-	701.11	645.10	56.01	32,962.67
12	10/15/2013	32,962.67	701.11	-	701.11	646.17	54.94	32,316.50
13	11/15/2013	32,316.50	701.11	-	701.11	647.25	53.86	31,669.25
14	12/15/2013	31,669.25	701.11	-	701.11	648.33	52.78	31,020.92
15	1/15/2014	31,020.92	701.11	-	701.11	649.41	51.70	30,371.51
16	2/15/2014	30,371.51	701.11	-	701.11	650.49	50.62	29,721.02
17	3/15/2014	29,721.02	701.11	-	701.11	651.58	49.54	29,069.44
18	4/15/2014	29,069.44	701.11	-	701.11	652.66	48.45	28,416.78
19	5/15/2014	28,416.78	701.11	-	701.11	653.75	47.36	27,763.03
20	6/15/2014	27,763.03	701.11	-	701.11	654.84	46.27	27,108.19
21	7/15/2014	27,108.19	701.11	-	701.11	655.93	45.18	26,452.26
22	8/15/2014	26,452.26	701.11	-	701.11	657.02	44.09	25,795.24
23	9/15/2014	25,795.24	701.11	-	701.11	658.12	42.99	25,137.12
24	10/15/2014	25,137.12	701.11	-	701.11	659.22	41.90	24,477.91
25	11/15/2014	24,477.91	701.11	-	701.11	660.31	40.80	23,817.59
26	12/15/2014	23,817.59	701.11	-	701.11	661.41	39.70	23,156.18
27	1/15/2015	23,156.18	701.11	-	701.11	662.52	38.59	22,493.66
28	2/15/2015	22,493.66	701.11	-	701.11	663.62	37.49	21,830.04
29	3/15/2015	21,830.04	701.11	-	701.11	664.73	36.38	21,165.31
30	4/15/2015	21,165.31	701.11	-	701.11	665.83	35.28	20,499.48
31	5/15/2015	20,499.48	701.11	-	701.11	666.94	34.17	19,832.54
32	6/15/2015	19,832.54	701.11	-	701.11	668.06	33.05	19,164.48
33	7/15/2015	19,164.48	701.11	-	701.11	669.17	31.94	18,495.31
34	8/15/2015	18,495.31	701.11	-	701.11	670.28	30.83	17,825.02
35	9/15/2015	17,825.02	701.11	-	701.11	671.40	29.71	17,153.62
36	10/15/2015	17,153.62	701.11	-	701.11	672.52	28.59	16,481.10
37	11/15/2015	16,481.10	701.11	-	701.11	673.64	27.47	15,807.46
38	12/15/2015	15,807.46	701.11	-	701.11	674.76	26.35	15,132.70
39	1/15/2016	15,132.70	701.11	-	701.11	675.89	25.22	14,456.81
40	2/15/2016	14,456.81	701.11	-	701.11	677.02	24.09	13,779.79
41	3/15/2016	13,779.79	701.11	-	701.11	678.14	22.97	13,101.65
42	4/15/2016	13,101.65	701.11	-	701.11	679.27	21.84	12,422.37
43	5/15/2016	12,422.37	701.11	-	701.11	680.41	20.70	11,741.97
44	6/15/2016	11,741.97	701.11	-	701.11	681.54	19.57	11,060.42
45	7/15/2016	11,060.42	701.11	-	701.11	682.68	18.43	10,377.75
46	8/15/2016	10,377.75	701.11	-	701.11	683.81	17.30	9,693.93
47	9/15/2016	9,693.93	701.11	-	701.11	684.95	16.16	9,008.98
48	10/15/2016	9,008.98	701.11	-	701.11	686.10	15.01	8,322.88
49	11/15/2016	8,322.88	701.11	-	701.11	687.24	13.87	7,635.65
50	12/15/2016	7,635.65	701.11	-	701.11	688.38	12.73	6,947.26
51	1/15/2017	6,947.26	701.11	-	701.11	689.53	11.58	6,257.73
52	2/15/2017	6,257.73	701.11	-	701.11	690.68	10.43	5,567.05
53	3/15/2017	5,567.05	701.11	-	701.11	691.83	9.28	4,875.22
54	4/15/2017	4,875.22	701.11	-	701.11	692.99	8.13	4,182.23
55	5/15/2017	4,182.23	701.11	-	701.11	694.14	6.97	3,488.09
56	6/15/2017	3,488.09	701.11	-	701.11	695.30	5.81	2,792.80

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
57	7/15/2017	2,792.80	701.11	-	701.11	696.46	4.65	2,096.34
58	8/15/2017	2,096.34	701.11	-	701.11	697.62	3.49	1,398.72
59	9/15/2017	1,398.72	701.11	-	701.11	698.78	2.33	699.94
60	10/15/2017	699.94	701.11	-	699.94	698.78	1.17	0.00



TOWN OF LAKE PARK
Community Redevelopment Agency (CRA)

BUSINESS DEVELOPMENT
LOAN OR GRANT
APPLICATION FORM

Application Date: 07/24/2012

Amount requested: Loan: \$ 40,000 Grant: N/A

Total Project Cost: \$125,000

Applicants Name: Rick Smith and Mary Smith Title: Business Owner
ApplicantsAddress: 224 North 3rd Street. FL 33465
Telephone: (561) 308-0208 Fax: _____
Email: grumpygrouperg@aol.com
Location of the business: 933 Park Avenue Lake Park FL 33403
Property Control Number: _____

Name of the Business: Grumpy Grouper Grille
Business Federal ID# or SS# : _____
Type of Ownership (circle): Corporation Sole Proprietorship LLC Other _____

Mailing Address of Business: 933 Park Avenue Lake Park FL 33403
Business Contact Person: Rick Smith or Mary Smith
Telephone: (561) 308-0208 Fax: _____

Proposed Business Development Activity

To establish a new Seafood Restaurant in the Downtown Park Avenue

(Attach additional sheets if needed to fully describe)

Town of Lake Park, Florida, Community Redevelopment Agency

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

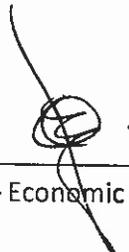


REQUIRED DOCUMENTATION CHECKLIST

- LETTER STATING PURPOSE FOR LOAN/GRANT
- RESUME S (for all involved)
- REFERENCES (3) (Professional creditors and/or vendors references preferred)
- REFERENCES PERSONAL (3) (friends, customers, etc)
- ZONING COMPLIANCE LETTER (from Community Development Department)
- PROFORMA (minimum 3 year carry out)
- PROFESSIONAL BUSINESS PLAN FOR PROPOSED BUSINESS
- MARKETING PLAN FOR PROPOSED BUSINESS
- COPIES OF EXPENDITURES TO DATE (IF APPLICABLE)
- ASSET LIST
- EXECUTED LEASE/RENTAL AGREEMENT FROM LANDLORD (if renting)
- PROPERTY DEED (if property owner)
- COPY OF MENU (Restaurants only)

EXISTING BUSINESS REQUIREMENTS

- (2) MOST CURRENT FEDERAL TAX RETURNS (existing business only)
- COPY OF CURRENT BUSINESS ENTITY CERTIFICATE FROM FL. DEPT. OF STATE
- CERTIFICATE OF FICTITIOUS NAME FROM FL. DEPT. OF STATE (If required)
- COPY OF CURRENT PALM BEACH COUNTY OCCUPATIONAL LICENSE
- COPY OF CURRENT TOWN OF LAKE PARK OCCUPATIONAL LICENSE



Jennifer Spicer – Economic Development Director

5/30/12
DATE



GRUMPY GROUPER

224 North 3rd Street
Lantana, FL. 33462

May 30, 2012

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

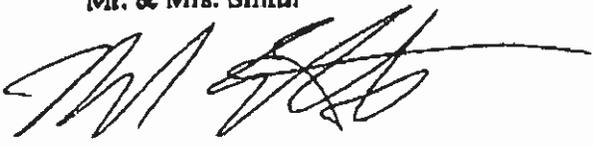
To whom it may concern;

The Purpose for the grant request is to assist us in establishing our second Seafood restaurant to be located in the Town of Lake Park. Our goal is to create (20) local jobs opportunities. Our casual restaurant will attract many local customers and from different municipalities. Our menu is quality food at a reasonable price.

The Grumpy Grouper is well known for its delightful staff and superb cuisine, The Grumpy Grouper Grille is much like the restaurants in the Florida Keys region; wonderful seafood cooked right!

Sincerely yours

Mr. & Mrs. Smith



Rick Smith

224 North 3rd Street
Lantana, FL 33462

QUALIFICATIONS:

Over 20 years of experience in Restaurant administration.

EXPERIENCE:

1996-2012 Restaurant owner (Grumpy Grouper Lantana, FL

Education:

Boston University- Business Administration
United States Marine Corp.

SKILLS:

Business Management
Marketing

REFERENCES

References are available upon request

Mary Smith

224 North 3rd Street
Lantana, FL 33462

QUALIFICATIONS:

Over 20 years of experience in Restaurant administration.

EXPERIENCE:

1996-2012 Restaurant owner (Grumpy Grouper Lantana, FL

Education:

Palm Beach State College- Business Administration
Florida Atlantic University- Architectural engineering.

SKILLS:

Business Management
Marketing

REFERENCES

References are available upon request



May 29, 2012

Grumpy Grouper
224 Third St
Lantana, FL 33462

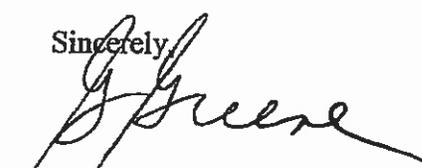
Cust # 264465

To Whom it May Concern,

This is to verify that the Grumpy Grouper has had an account with US Foods since 1998 and has always been in good standing with us.

They take care of their obligations in a timely fashion and have never been a problem.

Sincerely,



Gladys Greene
Credit Manager

| SOUTH FLORIDA |

7598 NW 6TH AVENUE, BOCA RATON, FL 33487 P: 800.275.5723 / F: 561.995.4460

| USFOODS.COM |



May 30, 2012

Richard Smith
Grumpy Grouper
224 N 3rd St
Lantana, FL 33462

Dear Richard Smith,

I wanted to take this opportunity to thank you for your business over the last 16 years. Long term partnerships such as ours are rare in this business and we truly appreciate the opportunity to work with you. In that time we have enjoyed the business relationship we've had with you and hope that it continues for many years to come. If you ever need anything, please don't hesitate to contact me personally.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Mennine", with a long, sweeping underline.

Joe Mennine
On Premise Sales Director
Brown Distributing Company

1300 Allendale Rd, West Palm Beach, FL 33405
T (561) 655-3791 · F (561) 655-3099
www.Brown.com

Company, LLC.

South Florida

441 S.W. 12th Avenue

Deerfield Beach, FL 33442

(954) 421-9990

Fax: (954) 425-7777

May 30, 2012

Subject: N.R.M. Inc.- d.b.a. Grumpy Grouper
Re: ABT License #60-11086

To Whom It May Concern,

The above referenced license has been doing business with Republic National Distributing Co. for a number of years.

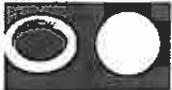
They are in good standing with our company and have a good payment history.

Presently they are up to date with no past due balances.

Thank you.

Barbara Granda

Barbara Granda
Accounts Receivable Manager



REPUBLIC
NATIONAL
DISTRIBUTING COMPANY



500 Greynolds Circle
Lantana, FL 33462-4544
(561) 540-5000
Fax (561) 540-5009
www.lantana.org

Mayor
David J. Stewart

Councilmembers
Philip J. Aridas
Cindy Austino
Tom Döringer
Lynn J. Moorhouse, D.D.S.

Town Manager
Deborah S. Manzo

*"To Preserve Lantana's
hometown atmosphere
through responsible
government and quality
service."*

May 29, 2012

Town of Lake Park
5351 Park Avenue
Lake Park, FL 33403

To Whom It May Concern:

Re: Grumpy Grouper Grille Owners Rick and Mary Smith

It gives me great pleasure to provide a reference on behalf of Rick and Mary Smith whom I've known for the last decade. As the Mayor of the Town of Lantana, I have witnessed their dedication and commitment to the Town through their involvement in Chamber events and Town projects.

They have been great business partners to the Town and would be a tremendous asset to any community.

I am happy to provide more information if needed. You may contact me at 561-540-5004, or email me at dstewart@lantana.org.

Sincerely,

David J. Stewart
Mayor

TOWN OF OCEAN RIDGE

6450 NORTH OCEAN BOULEVARD

OCEAN RIDGE, FLORIDA 33435

www.oceanridgeflorida.com

(561) 732-2635 ♦ FAX (561) 737-8359

GEOFFREY A. PUGH
MAYOR, CHAIRMAN OF COMMISSION

KENNETH N. SCHENCK, JR.
TOWN MANAGER



COMMISSIONERS
GAIL ADAMS AASKOV
DR. LYNN L. ALLISON
EDWARD J. BROOKES
ZOANNE R. HENNIGAN

05.25.12

Town of Lake Park
Re. Rick and Mary Smith

To Whom It May Concern,

This letter is written to attest to the character of Rick and Mary Smith. It has been my pleasure to know Rick and Mary for over 25 years. In my opinion they are both forthright and honest people who have worked very hard to accomplish what they have today. Through hard work and honesty they have owned and operated the Grumpy Grouper in the Town of Lantana which has become a prime spot for tourists and locals alike. I can personally attest to the fine atmosphere, service and food that are offered. Their establishment is one of the jewels in the Lantana crown.

In conclusion, I would suggest that the Town of Lake Park could find no better people to work with than the Smiths.

Respectfully submitted,

Geoffrey A. Pugh
Mayor
Town of Ocean Ridge

May 30, 2012

Mr. Rick & Mary Smith
933 Park Avenue
Lake Park, FL 33403

Re: Grumpy Grouper Grille

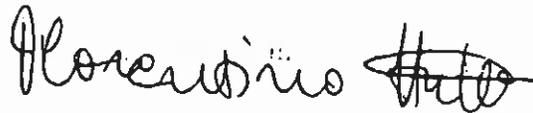
Mr. Rick & Mary Smith:

The Town has reviewed the Zoning and Land Use designation for 933 Park Avenue. The subject property is located in the Park Avenue Development District (PADD) with a Downtown Land Use.

The Seafood Restaurant & Bar is consistent with the Town's Zoning and Land Use designation.

Do not hesitate to contact me at 881-3318 should you have any further questions.

Sincerely,



Florentina Hutt
Planner, *Community Development Department*

GRUMPY GROUPEE

224 NORTH 3RD Street

Lantana, FL. 33462

3 YR PERFORMANCE

2012 2013 2014

Income

Food Income	375,200.00	425,000.00	510,800.00
Liquor, Beer and Wine	58,800.00	62,000.00	67,200.00
Total Income	434,000.00	487,000.00	578,000.00

Cost of Goods

Food	92,500.00	115,250.00	133,375.00
Beer, wine	12,200.00	14,000.00	16,725.00
Total Cost of Goods	104,700.00	129,250.00	150,100.00

Expenses

Rent	3,000.00	18,900.00	19,845.00
Wages	128,000.00	142,000.00	158,000.00
Utilities	13,200.00	13,335.00	13,470.00
Office supplies	2,000.00	2,300.00	2,700.00
Cleaning supplies	400.00	500.00	600.00
Laundry	3,000.00	3,500.00	4,000.00
Phone	1,000.00	3,500.00	4,000.00
Credit Card Fees	3,000.00	6,600.00	7,000.00
Insurance	4,500.00	4,700.00	5,000.00
Advertising	6,000.00	7,000.00	7,500.00
Memberships	375.00	375.00	375.00
Contract Services	0.00	0.00	0.00
Taxes/TLP	30,500.00	33,962.00	37,352.00
Application Fees/TLP	3,000.00	3,000.00	3,000.00
DBR application	500.00	500.00	500.00
Miscellaneous	12,000.00	12,000.00	12,000.00
Total Expenses	210,475.00	252,172.00	275,342.00
Total Expenses + Cost of Goods	315,175.00	381,422.00	425,422.00

Grumpy Grouper

Business Plan

224 North 3rd Street

Lantana, FL 33462

561-308-0208

grumpygrouperg@aol.com

Mr. Rick & Mary Smith

May 2012

1. Executive Summary

The Grumpy Grouper Grille, where South Florida's lively dining ambiance connects with New England seafood flavor. The menu is reasonably priced with a kid menu, kid-friendly environment. We are well known for its delightful staff and superb cuisine,, is much like the Florida Keys region; wonderful seafood cooked right.

When you walk into The Grumpy Grouper, it is evident how hard Rick, Mary and their staff work to serve a fabulous meal. But, what a lot of locals don't know is how hard they work reaching out to local organizations, wanting to serve their community. "The Grumpy Grouper grill helps support most of the local events.

2. Menu

Fun Food

Salads

Sandwiches & burgers

Entrees

Raw Bar

Kids Menu

Desserts

Beer and Wine

3. Seating Capacity

80-100 seatings

4. Hours of Operation

11:00 am – 2:00 am

5. Staffing

15-20 employees

6. Price Point

\$ 5.00 to \$22.99

GRUMPY GROUPEr

224 n. 3RD Street
Lantana, FL 33462

MARKETING PLAN

Grumpy Grouper is a casual seafood restaurant that will serve the Town of Lake Park and surrounding municipalities. Grumpy Grouper has been in business for over 17 years in the Town of Lantana, currently offering our food service to over 10,422.00 residents. We will be the perfect fit for the Town of Lake Park and its demographics; we offer a friendly environment atmosphere and excellent and reasonable menu. Our service will consist of indoor and outdoor dining, with a full liquor bar.

Competitive Business Strategy

There are several key components that will keep us in business and distinguish us from other restaurants/businesses.

- 1- Food to fit everyone's budget
- 2- High employee motivation and consistency
- 3- Family oriented atmosphere
- 4- Food Quality and Quantity
- 5- Our reputation speaks for itself

Marketing Strategy

1. Signage
2. Local newspaper articles
3. Grand Opening inviting all ages
4. Daily Specials
5. Urban spoon ad
6. Yelp reviews
7. Palm Beach Post/PB Pulse
8. Becoming a member of the Chamber of Commerce
9. Word of Mouth
10. Town of Lake Park marketing assistance
11. CRA E-Newsletter
12. Networking on Facebook
13. Community involvement
14. And many other restaurant review sites

GRUMPY GROUPE

224 North 3rd Street
Lantana, FL. 33462

ASSET LIST

<u>PROPERTY</u>	<u>AMOUNT DUE</u>	<u>VALUE</u>
Home/Own 1411 West Duval Street Lantana FL 33462	\$55,000	
VEHICLE		
2005 Mercedes E500		\$35,000.00
150 Ford 2005		\$10,000.00
BOAT		
2008 18" Carolina Skip		\$ 6,000.00
Motorcycle		
Honda 2006		\$2,000.00
Grumpy Grouper Restaurant Grille/Lease		\$350,000.00

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT, entered into this 30thday of MAY, 2012, between JPL PROPERTIES, INC., hereinafter called the LANDLORD, whose address is 2934 Westgate Avenue, West Palm Beach, FL 33409, party of the first part, and THE GRUMPY GROUPER GRILLE, whose address is 1411 W Duval, Lantana, FL 33462, hereinafter called the TENANT, party of the second part:

WITNESSETH, in consideration of the mutual covenants and agreements herein contained, Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the property described as 933, 935, 937 Park Avenue, Lake Park, Florida, 33403, to be used as a Restaurant and Bar and for no other purposes or uses or uses whatsoever, for the term of five (5) years, beginning the 1st day of July, 2012, and ending on the 31st day of June, 2017, for the agreed total rental:

1. YEAR ONE RENT IS \$1,500.00 PLUS SALES TAX.
2. YEAR TWO RENT IS \$1,575.00 PLUS SALES TAX.
3. YEAR THREE RENT IS \$1,653.75 PLUS SALES TAX.
4. YEAR FOUR RENT IS \$1,736.44 PLUS SALES TAX.
5. YEAR FIVE RENT IS \$1,823.26 PLUS SALES TAX.

A Security Deposit In The Amount Of \$4,500.00 PLUS ONE MONTHS RENT WILL BE DUE AT SIGNING.

A LATE FEE OF 10% OF THE RENT AMOUNT IS DUE AFTER THE 5TH OF THE MONTH

THE LANDLORD AND TENANT AGREE TO THE FOLLOWING:

1. Landlord will give tenant an additional credit for tile (.89) cents per foot and \$1.25 per foot for installation. The square footage of the unit is 2,464 and the credit will be in the amount of \$5,272.96 and can be used by tenant once the tile is installed completely.
2. Landlord will install a grease trap in the rear of building model Great Basin GB250.
3. Tenant is responsible for the build out of restaurant.
4. The lease is contingent upon the tenant receiving a grant from the Town of Lake Park.

All rental payments shall be made to Landlord at the address specified above. At the end of the fifth year, the rent will be adjusted to \$2,500.00 per month with 5% yearly increases and at that time and the landlord and tenant will agree to a 5-year extension.

The following express stipulations and conditions and are made a part of this Lease Agreement and are hereby assented to by the Tenant:

FIRST: The Tenant shall not assign this Lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, not permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the Landlord, and all additions, fixtures or improvements which may be made by Tenant, except moveable objects shall become the property of the Landlord and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease. If the business is sold the landlord will work diligently with the new buyer to assign the lease.

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

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

FOURTH: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the Landlord shall have the right to render said premises tenantable by repairs within ninety days there from. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such

cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be in writing.

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

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

SEVENTH: Tenant agrees to pay the cost of collection and attorney's fees on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHTH: The Tenant agrees that he will pay all charges for rent and should said charges for rent herein provided for at any time remain due and unpaid for the space of five days after the same shall have become due, the Landlord may at its option consider the said Tenant at sufferance and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

NINETH: The said Tenant hereby pledges and assigns to the Landlord all the furniture, fixtures, goods and chattels of said Tenant, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the Tenant agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said Landlord, and does hereby agree to pay attorney's fees, together with all costs and charges therefore incurred or paid by the Landlord.

TENTH: DELETED

ELEVENTH: The Landlord, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "For Rent" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing place cards, signs, fixtures,

alterations, or additions, which do not conform to this agreement, or to the rules and regulations of the building.

TWELFTH: Tenant hereby acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premise in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premise and shall surrender the same, the premises in the condition they are in at the beginning of this Lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said Landlord immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant. Tenant is required to exterminate for all pest on a monthly basis at their own expense.

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

FOURTEENTH: If the Tenant shall become insolvent or if bankruptcy proceedings shall begin by or against the Tenant before the end of the term, the Landlord is hereby irrevocably authorized at its option, to forthwith cancel this Lease, as for a default. Landlord may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in the contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

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

SIXTEENTH: This contract shall bind the Landlord and its assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be of the Tenant.

SEVENTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

EIGHTEENTH: It is understood and agreed between the parties hereto the written notice via certified mail or delivered to the premises leased hereunder shall constitute sufficient notice to the Tenant and written notice via certified mail or delivered to the office of JPL

PROPERTIES, INC. shall constitute sufficient notice to the Landlord, to comply with the terms of this contract.

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

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

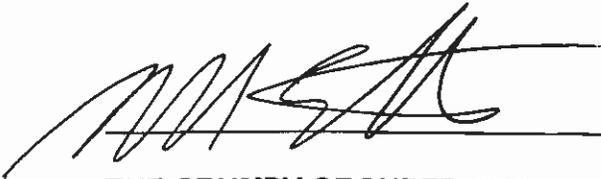
TWENTY-FIRST: It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Landlord for approval before installation of same.

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

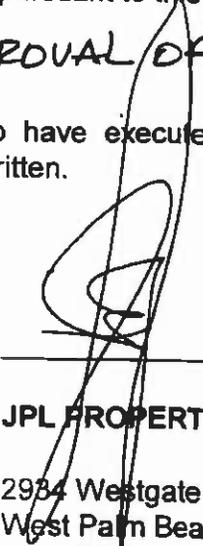
TWENTY-THIRD: The Tenant at his expense shall maintain plate glass and public liability insurance including bodily injury and property damage insuring the Landlord and Tenant. Tenant at his expense shall exterminate the unit on as needed basis. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, demands, suits, actions, and causes of actions, or injury or death of any person or damage to property arising out of Tenant's use and occupancy of the Leased premises pursuant to this Agreement.

Lease VALID upon APPROVAL OF Town of Lake Park
CRA GRANT APPROVAL

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



THE GRUMPY GROUPER GRILLE
Richard Smith
1411 W Duval
Lantana, FL 33462



JPL PROPERTIES, INC.
2934 Westgate Avenue
West Palm Beach, FL 33409
561-624-1936

4 FREE MONTHS FOR BUILD. OUT

 July 1st 2012, A SECURITY DEPOSIT IN THE AMOUNT OF \$4,500.00 PLUS 5- \$1,500.00 FOR THE FIRST MONTH RENT.

Next Rent payment will be due on Dec 1st 2012



Fun Food

Seafood Chowder	Cup 2.50	Bowl 5.00
Soup of the Day	Cup 2.50	Bowl 5.00
Mozzarella Sticks (6)		6.99
Smoked Fish Dip		7.99
Seafood Stuffed Mushrooms		7.99
Fried Oysters		9.99
Fried Alligator Tail		8.99
Buffalo Wings	(12) 8.99	(24) 14.99
Buffalo Shrimp		7.99
Talapeño Poppers		6.99
Potato Skins		6.99
Chicken Quesadilla		8.99
Homemade Onion Rings		4.99
Shrimp Cocktail		10.99
Chicken-Fingers		5.99
"Grumpy Grouper" Fingers		5.99
Escargot		7.99
Grumpy Mussels - (Marinara or Garlic)		9.99
Conch Fritters		9.99
Calamari Rings		7.99
Basket of Hush Puppies		4.99
Basket of Bread		2.00

Salads

Tossed Salad	2.99
Side Caesar Salad	3.50
Grilled Chicken Caesar	10.99
Shrimp Caesar Salad	11.99
Blackened Dolphin Greek Salad	12.99
Shrimp Gorgonzola Salad	12.99
Blackened Grouper Caesar	11.99
Southwest Blackened Chicken or Grouper Salad	11.99

Raw Bar

Oyster Shots		3.00
Oyster or Clams	1/2 doz. 8.99	1 doz. 12.99
Steamed or Raw		
Peel -n- Eat Shrimp	1/2 lb. 9.99	1 lb. 13.99
Steamed or Chilled		

Sandwiches & Burgers

Grumpy Gorgonzola Ribeye Sandwich	11.99
Topped with gorgonzola & onion rings	
Hamburgers "U" Build-It	8.50
Cheese, grilled mushrooms, grilled onions, lettuce and tomato	
Ribeye Sandwich - Charbroiled or Blackened	9.99
Chicken Sandwich - Charbroiled or Blackened	7.99
Key West Chicken Breast	8.99
Dolphin Sandwich	9.99
"Grumpy Grouper" Sandwich - Fried or Blackened	7.99
Wharf Sandwiches - served on Sour Dough Rolls	
Fried Oyster Wharf Sandwich	10.99
Fried Clam Wharf Sandwich	8.99
Fried Shrimp Wharf Sandwich	9.99
Conch Sandwich	10.99
Grouper Reuben	9.99

All served with French Fries or Pigeon Peas-n-Rice and Cole Slaw

Entrées

Grouper Putanesca /over Linguini	20.99
Crab Stuffed Grouper	20.99
Macadamia Nut Encrusted Grouper	20.99
Blackened Grouper with Blackbean salsa over rice	14.99
Fresh Catch - Broiled, Sautéed, Blackened or Fried	Market Price
Shrimp Scampi or Marinara /over Linguini	19.99
Fried Shrimp	19.99
Fried Clams - Ipswich	22.99
Fried Clams - Strips	10.50
Fried Oysters	18.99
Fried "Grumpy Grouper" Fingers	13.99
Chicken Finger Dinner	13.99
Key West Chicken Breast Tropical glazed with fruit	12.99
Chicken Breast - Charbroiled or Blackened	11.99
Ribeye	8 oz. 15.50 10 oz. 17.50
Charbroiled or Blackened	
Surf-n-Turf - 8 oz. Strip, choice of Fried Shrimp, Oysters, Clam Strips, Grouper Fingers or Fried, Broiled or Blackened Grouper	21.99
Captain's Platter - Shrimp, Scallops and Grouper	
Fried or Broiled	22.99
Broiled or Fried Scallops	19.99

All entrées served with tossed/Caesar salad, or slaw and a choice of red or baked potato, french fries or Linda's Famous Pigeon Peas-n-Rice.

18% Gratuity may be included for parties of 6 or more.
Separate checks are not recommended.

Old Fashioned Fish & Chips

13.99
served with French Fries and Cole Slaw

Little Groupers

12 Years and Under, Please (or 95 and Over)

- Fluffnutters 4.99
- Grilled Cheese 4.99
- Shrimp or Clam Boat 4.99
- "Grumpy Grouper" Fingers 4.99
- Chicken Fingers 4.99
- Hot Dog 4.99

Desserts

- "Nutty Grouper" Pie with Ice Cream 6.00
- Homemade Key Lime Pie 5.00
- Hot Fudge Sundae 4.50
- Hot Cobbler a la Mode 5.00
- Dessert of the Day Ask your server

Wines by the Glass

We proudly serve

Spinelli

Chardonnay • Cabernet • Merlot • Rose • Pinot Grigio

SELECT WINES

Bottle 20.00 - Glass 8.00

WHITES

- Pinot Grigio - Masoletti
- Gavi - Scanavino
- Chardonnay - Hess
- Sauvignon Blanc - Peter Franus
- Torrontes - Marini
- Moscato - Scanavino
- Sweet, Light (Bottle only)

REDS

- Pinot Noir - Catec
- Merlot - Spinelli (\$5 glass)
- Malbec - Palo Negro
- Cabernet - Palo Negro
- Chianti - Poggio Basso
- Syrah - Highview
- Primitivo - Poggio Basso
(Italy's Red Zin)
- 7 Deadly Zins - Zinfandel

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

2010

See separate instructions.

For calendar year 2010 or tax year beginning

, 2010, ending

, 20

A S election effective date 01-06-1997

B Business activity code number (see instructions) 722110

C Check if Sch. M-3 attached

TYPE OR PRINT NRM INC 224 N 3RD ST LANTANA FL 33462

D Employer identification number

65-0719885

E Date incorporated

01-06-1997

F Total assets (see instructions)

\$ 65,306

G Is the corporation electing to be an S corporation beginning with this tax year? Yes No X

H Check if: (1) Final return (2) Name change (3) Address change (4) Amended return (5) S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year 1

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Table with 27 rows and 4 columns (a, b, c, Bal) for Income, Deductions, and Tax and Payments.

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No X

Signature of officer Date Title

Paid Preparer Use Only

Print/Type preparer's name JOHN PORTER Preparer's signature Date 05-23-2012 Check self-employed if PTIN P01065893 Firm's name GPS FINANCIAL SERVICES, INC Firm's EIN 20-8637913 Firm's address 1100 SOUTH FEDERAL HWY SUITE 4 Boynton Beach FL 33435 Phone no. (561) 752-1441

Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	10,713
2	Purchases	2	592,783
3	Cost of labor	3	351,895
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	Total. Add lines 1 through 5	6	955,391
7	Inventory at end of year	7	10,713
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	944,678

9 a Check all methods used for valuing closing inventory: (i) Cost as described in Regulations section 1.471-3
(ii) Lower of cost or market as described in Regulations section 1.471-4
(iii) Other (Specify method used and attach explanation.)

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c)

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? **9d**

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? Yes No
If "Yes," attach explanation. Yes No

Other Information (see instructions)

1	Check accounting method: a <input checked="" type="checkbox"/> Cash b <input type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) <input type="checkbox"/>	Yes	No
2	See the instructions and enter the: a Business activity RESTAURANT b Product or service SERVICE		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a qualified subchapter S subsidiary election made?		
4	Has this corporation filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount. If checked, the corporation may have to file Form 8291, Information Return for Publicly Offered Original Issue Discount Instruments. <input type="checkbox"/>		
6	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) <input type="checkbox"/> \$		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. \$		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L and M-1 <input type="checkbox"/>		
9	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions <input type="checkbox"/>		X

Shareholders' Pro Rata Share Items

		Total amount	
1	Ordinary business income (loss) (page 1, line 21)	1	(8,570)
2	Net rental real estate income (loss) (attach Form 8825)	2	
I n c o m e	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
4	Interest income	4	
5	Dividends: a Ordinary dividends	5a	
	b Qualified dividends	5b	
6	Royalties	6	
7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b Collectibles (28%) gain (loss)	8b	
	c Unrecaptured section 1250 gain (attach statement)	8c	
9	Net section 1231 gain (loss) (attach Form 4797)	9	
10	Other income (loss) (see instructions) . . . Type <input type="checkbox"/>	10	

		Shareholders' Pro Rata Share Items (continued)	Total amount
Deductions	11	Section 179 deduction (attach Form 4562)	11
	12a	Contributions	12a
	b	Investment interest expense	12b
	c	Section 59(e)(2) expenditures (1) Type ▶ _____ (2) Amount ▶ _____	12c(2)
	d	Other deductions (see instructions) Type ▶ _____	12d
Credits	13a	Low-income housing credit (section 42(j)(5))	13a
	b	Low-income housing credit (other)	13b
	c	Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c
	d	Other rental real estate credits (see instructions) Type ▶ _____	13d
	e	Other rental credits (see instructions) Type ▶ _____	13e
	f	Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f
	g	Other credits (see instructions) Type ▶ _____	13g
Foreign Transactions	14a	Name of country or U.S. possession ▶ _____	
	b	Gross income from all sources	14b
	c	Gross income sourced at shareholder level	14c
		Foreign gross income sourced at corporate level	
	d	Passive category	14d
	e	General category	14e
	f	Other (attach statement)	14f
		Deductions allocated and apportioned at shareholder level	
	g	Interest expense	14g
	h	Other	14h
		Deductions allocated and apportioned at corporate level to foreign source income	
	i	Passive category	14i
	j	General category	14j
	k	Other (attach statement)	14k
	Other information		
	l Total foreign taxes (check one): ▶ <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a	Post-1986 depreciation adjustment	15a
	b	Adjusted gain or loss	15b
	c	Depletion (other than oil and gas)	15c
	d	Oil, gas, and geothermal properties-gross income	15d
	e	Oil, gas, and geothermal properties-deductions	15e
	f	Other AMT items (attach statement)	15f
Items Affecting Shareholder Basis	16a	Tax-exempt interest income	16a
	b	Other tax-exempt income	16b
	c	Nondeductible expenses	16c
	d	Distributions (attach statement if required) (see instructions)	16d
	e	Repayment of loans from shareholders	16e
Other Information	17a	Investment income	17a
	b	Investment expenses	17b
	c	Dividend distributions paid from accumulated earnings and profits	17c
	d	Other items and amounts (attach statement)	
Reconciliation	18	Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18

(583)

(8,570)

Balance Sheets per Books		Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		1,670		14,713
2 a	Trade notes and accounts receivable				
b	Less allowance for bad debts	()		()	
3	Inventories		10,713		10,713
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10 a	Buildings and other depreciable assets	170,718		170,718	
b	Less accumulated depreciation	(126,135)	44,583	(135,244)	35,474
11 a	Depletable assets				
b	Less accumulated depletion	()		()	
12	Land (net of any amortization)				
13 a	Intangible assets (amortizable only)	32,631		32,631	
b	Less accumulated amortization	(26,050)	6,581	(28,225)	4,406
14	Other assets (attach statement)				
15	Total assets		63,547		65,306
Liabilities and Shareholders' Equity					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement)				
19	Loans from shareholders		233,024		243,353
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock		100		100
23	Additional paid-in capital				
24	Retained earnings		(169,577)		(178,147)
25	Adjustments to shareholders' equity (attach statement)				
26	Less cost of treasury stock	()		()	
27	Total liabilities and shareholders' equity		63,547		65,306

Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more-see instructions

1	Net income (loss) per books	(8,570)	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6	Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation \$	
b	Travel and entertainment \$		7	Add lines 5 and 6	
4	Add lines 1 through 3	(8,570)	8	Income (loss) (Schedule K, line 18). Line 4 less line 7	(8,570)

Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	(169,577)	
2	Ordinary income from page 1, line 21		
3	Other additions		
4	Loss from page 1, line 21	(8,570)	
5	Other reductions	()	
6	Combine lines 1 through 5	(178,147)	
7	Distributions other than dividend distributions		
8	Balance at end of tax year. Subtract line 7 from line 6	(178,147)	

**Schedule K-1
(Form 1120S)**

Department of the Treasury
Internal Revenue Service

For calendar year 2010, or tax
year beginning _____, 2010
ending _____, 20

2010

**Shareholder's Share of Income, Deductions,
Credits, etc.**

▶ See page 2 of form and separate instructions.

Information About the Corporation	
A Corporation's employer identification number 65-0719885	
B Corporation's name, address, city, state, and ZIP code NRM INC 224 N 3RD ST LANTANA FL 33462	
C IRS Center where corporation filed return ATLANTA, GA.	
Information About the Shareholder	
D Shareholder's identifying number 264-69-5354	
E Shareholder's name, address, city, state, and ZIP code MARY HADER-SMITH 1411 W DUVALL ST LANTANA FL 33462	
F Shareholder's percentage of stock ownership for tax year 100.00000 %	
	

FOR IRS USE ONLY

Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss) (8,570)	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items (583)
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
		17	Other information

* See attached statement for additional information.

Depreciation and Amortization (Including Information on Listed Property)

Department of the Treasury Internal Revenue Service (99)

See separate instructions. Attach to your tax return.

2010 Attachment Sequence No. 67

Name(s) shown on return

Business or activity to which this form relates

Identifying number

NRM INC

FORM 1120S

65-0719885

Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

Table with 5 rows for Section 179 election. Rows include: 1 Maximum amount, 2 Total cost of section 179 property, 3 Threshold cost, 4 Reduction in limitation, 5 Dollar limitation.

Table with 3 columns: (a) Description of property, (b) Cost (business use only), (c) Elected cost. Row 6 is blank.

Table with 13 rows for Section 179 calculation. Rows include: 7 Listed property, 8 Total elected cost, 9 Tentative deduction, 10 Carryover of disallowed deduction, 11 Business income limitation, 12 Section 179 expense deduction, 13 Carryover of disallowed deduction to 2011.

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

Table with 3 rows for Special Depreciation Allowance. Rows include: 14 Special depreciation allowance, 15 Property subject to section 168(f)(1) election, 16 Other depreciation (including ACRS). Total: 4,316

MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

Table with 2 rows for Section A. Row 17: MACRS deductions for assets placed in service in tax years beginning before 2010. Row 18: If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here.

Section B - Assets Placed in Service During 2010 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Rows include 19a-19g (3-25 year property), 19h (Residential rental), 19i (Nonresidential real property).

Section C - Assets Placed in Service During 2010 Tax Year Using the Alternative Depreciation System

Table with 3 rows for Section C. Rows include: 20a Class life, 20b 12-year, 20c 40-year.

Summary (See instructions.)

Table with 3 rows for Summary. Row 21: Listed property. Row 22: Total. Row 23: For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs.

Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? 24b If "Yes," is the evidence written? 25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions) 26 Property used more than 50% in a qualified business use: LEASE IMPROVEM 19970115 100 % 52,626 52,626 20 S/L-HY 2,631 LEASE IMPROVEM 19980301 100 % 43,234 43,234 20 S/L-HY 2,162 27 Property used 50% or less in a qualified business use: 28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 28 4,793 29 Add amounts in column (i), line 26. Enter here and on line 7, page 1 29

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

30 Total business/investment miles driven during the year (do not include commuting miles) 31 Total commuting miles driven during the year 32 Total other personal (noncommuting) miles driven 33 Total miles driven during the year. Add lines 30 through 32 34 Was the vehicle available for personal use during off-duty hours? 35 Was the vehicle used primarily by a more than 5% owner or related person? 36 Is another vehicle available for personal use?

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees? 38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners 39 Do you treat all use of vehicles by employees as personal use? 40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received? 41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.) Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Amortization

(a) Description of costs (b) Date amortization begins (c) Amortizable amount (d) Code section (e) Amortization period or percentage (f) Amortization for this year 42 Amortization of costs that begins during your 2010 tax year (see instructions): 43 Amortization of costs that began before your 2010 tax year 44 Total. Add amounts in column (f). See the instructions for where to report 43 2,175 44 2,175

Federal Supporting Statements

2010

PG01

Name(s) as shown on return

NRM INC

FEIN

65-0719885

Form 1120S Line 19

Statement # 2

<u>Description</u>	<u>Amount</u>
Amortization	2,175
Automobile and Truck Expense	10,324
Bank Charges	30,315
Equipment Rental/lease	11,878
Insurance	12,695
Laundry and Cleaning	4,385
Legal and Professional	4,958
Office Expense	932
Supplies	8,313
Telephone	10,280
Utilities	77,011
Waste Removal	7,714
CC FEES	3,897
TIP PAYOUTS	171,391
Total	<u>356,268</u>

Name(s) as shown on return

NRM INC

FEIN

65-0719885

OTHER TAXES

<u>Description</u>	<u>Amount</u>
OTHER TAX	\$ 663
SALES TAX	97,161
Total:	<u>\$ 97,824</u>

Taxes and Licenses Attachment

Note: This information does not transmit to the IRS with e-filed returns.
Including with a paper filed return is optional.

2010

S CORPORATION NAME

NRM INC

EN

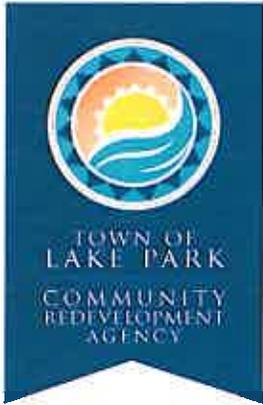
65-0719885

Taxes and Licenses

Form 1120S

Page 1, Line 12

1	State income taxes	1	
2	State franchise taxes	2	
3	City income taxes	3	
4	City franchise taxes	4	
5	Local property taxes	5	
6	Intangible property taxes	6	
7	Payroll taxes	7	
8	Less: credit from Form 8846	8	
9	Foreign taxes paid	9	
10	Occupancy taxes	10	
11	Other miscellaneous taxes	11	97,824
12	Built in gains tax allocated to ordinary income	12	
13	Licenses	13	5,454
14	Total to Form 1120S, Page 1, Line 12	14	103,278



TOWN OF LAKE PARK
Community Redevelopment Agency (CRA)

BUSINESS DEVELOPMENT
LOAN OR GRANT
APPLICATION FORM

Application Date: 05/30/2012

Amount requested: Loan: \$ N/A Grant: \$40,000

Total Project Cost: \$125,000

Applicants Name: Rick Smith and Mary Smith Title: Business Owner
Applicants Address: 224 North 3rd Street. FL 33465
Telephone: (561) 308-0208 Fax: _____
Email: grumpygrouperg@aol.com
Location of the business: 933 Park Avenue Lake Park FL 33403
Property Control Number: _____

Name of the Business: Grumpy Grouper Grille
Business Federal ID# or SS# : _____
Type of Ownership (circle): Corporation Sole Proprietorship LLC Other _____

Mailing Address of Business: 933 Park Avenue Lake Park FL 33403
Business Contact Person: Rick Smith or Mary Smith
Telephone: (561) 308-0208 Fax: _____

Proposed Business Development Activity

To establish a new Seafood Restaurant in the Downtown Park Avenue

(Attach additional sheets if needed to fully describe)

Town of Lake Park, Florida, Community Redevelopment Agency

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

SPONSORSHIP APPLICATION

COMPANY NAME STREET SIGNS USA INC.
STREET ADDRESS 1137 SILVER BEACH RD
CITY LAKE PARK STATE FL ZIP CODE 33403
CONTACT PERSON ALAN WEISSMAN
TITLE PRESIDENT
PHONE (INCLUDE AREA CODE) 561-848-1411 FAX 561-848-2230
EMAIL ADDRESS streetsignsusa@bellsouth.net

EVENT

Please indicate your sponsorship selection:

- Platinum Level (\$5,000 or more) \$ _____
 Gold Level (\$2,500 - \$4,999) \$ _____
 Silver Level (\$1,250 - \$2,499) \$ _____
 Bronze Level (\$500 - \$1,249) \$ _____
 Copper Level (\$250 - \$499) \$ _____

\$75-

Please Note: If sponsor interest in any event is insufficient to host the event(s) you have selected, you will have the option of selecting another event or having your money refunded in full.

Mail or fax application to: Jennifer Spicer
Economic Development Director
Lake Park Community Redevelopment Agency
921 Park Avenue
Lake Park, FL 33403
Phone: 561-840-3122
Cell: 561-603-6787
Email: jspicer@lakeparkflorida.gov

TOWN OF
LAKE PARK
FLORIDA

STREET SIGNS USA INC
1137 SILVER BEACH RD (561) 848-1411
LAKE PARK, FL 33403

3864

63-4/630 FL
11020

DATE 7-13-12

PAY TO THE ORDER OF LAKE PARK CRA

\$ 75.00

SEVENTY FIVE

DOLLARS

Bank of America

ACH RPT 063100277

FOR SEASIDE FESTIVAL

Allen Weiser

⑆003864⑆ ⑆063000047⑆ 004436107654⑆

SECURITY
PRINTED
ON
DEBIT

MP

TAB 7



**CRA
Agenda Request Form**

Meeting Date: August 1, 2012

Agenda Item No. *Tab 7*

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

SUBJECT:

RECOMMENDED MOTION/ACTION:

_____ **Accept MHS Enterprises of Lantana, Inc. Promissory Note** _____

Staff Signature _____ *[Signature]* Date: 7/26/2012
 Approved by Executive Director _____ *[Signature]* Date: 7/26/12

Prepared By: J. Spicer and B. Rane	Costs: \$ N/A Funding Source: Acct. #	Attachments: Promissory Note
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Summary Explanation/Background:

Following the agenda item to extend a loan to MHS Enterprises of Lantana, Inc. (Richard Smith, President) this agenda item proposes to formally accept the Promissory Note for the Grumpy Grouper restaurant.

PROMISSORY NOTE

\$ 40,000.00

Lake Park, Florida
_____, 2012

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to **The Town Of Lake Park Community Redevelopment Agency (CRA), Florida, (Holder)** or order, in the manner hereinafter specified, the principal sum of **Forty Thousand and no /100 DOLLARS (\$40,000)** with interest from date above on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at 921 Park Avenue, Lake Park Florida, 33403 or at such place as may hereinafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

No payments will be required until November 15, 2012. However, interest shall accrue monthly and be added to the principal balance from the date of execution until October 15, 2017. Monthly interest payments, based upon the annual rate of 2 percent per annum, shall be due and payable on the same day of each month thereafter until October 15, 2017.

The Maturity Date of this facility shall be October 15, 2017. At this time, all remaining principal and interest shall be due and payable in full in cash or by bank instrument of liquid funds.

This Promissory Note with interest shall be construed and enforced according to the laws of the State of Florida. Venue for any action to enforce the terms of this Note shall be in the State or Federal Courts of Palm Beach County, Florida.

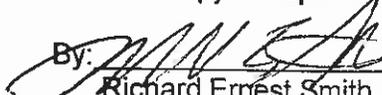
In the event the terms of this Promissory Note must be enforced the prevailing party shall be entitled to recover its Court costs and a reasonable attorney's fee.

If default be made in the payment of any of the sums or interest mentioned herein, or in the performance of any of the Loan Agreement which is evidenced by this Promissory Note, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, counsel shall be employed to collect this Promissory Note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

MHS Enterprises of Lantana, Inc.
d/b/a Grumpy Grouper Grill II

By: 
Richard Ernest Smith, President

Maker's Address: 1411 W. DUVAL ST
LANTANA FL 33462