

AGENDA

Community Redevelopment Agency Meeting
 Wednesday, December 16, 2009, 7:30 P.M.
 Lake Park Town Hall
 535 Park Avenue

Desca DuBois	—	Chair
Jeff Carey	—	Vice-Chair
Edward Daly	—	Board Member
Patricia Osterman	—	Board Member
Kendall Rumsey	—	Board Member
Christiane Francois	—	Board Member
Michelle McKenzie-Suiter	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
Maria V. Davis	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian M. 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. **Consent Agenda:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.

Consent Items For Approval:

1. CRA Meeting Minutes of November 18, 2009 Tab 1
2. Authorize Expenditure for On-going Professional Communications/Marketing Services Tab 2
3. Award of Bid, Art Co-Op Interior Renovation Design/Build Tab 3

F. GENERAL APPROVAL OF ITEM

4. Authorization to Award a Business Development Grant to Centered, LLC in the amount of \$5,000 Tab 4
5. Authorization to Approve a Property Improvement Grant to Property Owner Jack Batho in the Amount of \$8,030 Tab 5
6. Business Loan Request for Confusion Records LLC Tab 6

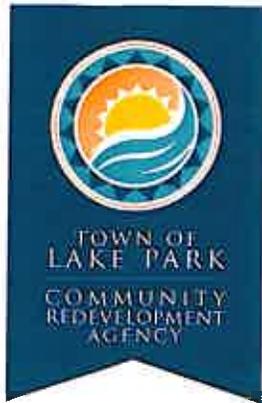
G. BOARD MEMBER COMMENTS

H. EXECUTIVE DIRECTOR COMMENTS

I. ADJOURNMENT

Consent Agenda

TAB 1



CRA
Agenda Request Form

Meeting Date: December 16, 2009

Agenda Item No. *Tab 1*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------|
| <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 |

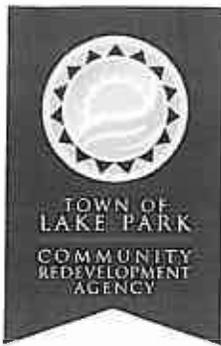
SUBJECT: CRA Meeting Minutes of November 18, 2009

RECOMMENDED MOTION/ACTION: To Approve the CRA Meeting Minutes of November 18, 2009

Approved by Executive Director *W. Davis* Date: *12/8/09*

Prepared By: Jessica Shepherd Deputy Town Clerk	Costs: \$ Funding Source: Acct. #	Attachments:
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Summary Explanation/Background:



Town of Lake Park
Community Redevelopment Agency Meeting
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, November 18, 2009 7:30 p.m.

The Community Redevelopment Agency met on Wednesday, November 18, 2009 at 7:30 p.m. Present were Chair DuBois, Vice-Chair Carey, Board Members Daly, Rumsey, Osterman, Francois, Suiter, Agency Clerk Vivian Lemley and Interim Executive Director Hoa Hoang. Executive Director Maria Davis was absent.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

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

Vote on Motion:

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

Motion passed 7-0.

Consent Agenda

1. CRA Meeting Minutes of October 21, 2009
2. Resolution No. 56-11-09 CRA Budget Amendment

Public Comment Open.

None

Public Comment Closed.

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

Vote on Motion:

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

Motion passed 7-0.

CRA BOARD MEMBER COMMENTS

Board Member Suiter stated it was brought to her attention that the lights for the Christmas decorations may not be working correctly.

Commissioner Osterman stated that six lights were out at Jasmine Dr. and Ilex Dr.

Mayor DuBois asked Community Development Director Patrick Sullivan to check out the problem with the lights.

Board Member Rumsey requested an update on the leasing of property in the Park Avenue Down District from CRA Economic Development Director Jennifer Spicer. He also requested a status update on the leasing of the 800 Park Avenue building and an update on the art show for the next CRA Meeting.

Vice-Chair Carey

None

Chair DuBois

None

Board Member Osterman

None

Board Member Daly

None

Board Member Francois

None

Executive Director Davis

Absent

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Rumsey and seconded by Board Member Osterman, and by unanimous vote, the meeting adjourned at 7:35 p.m.

Chair DuBois

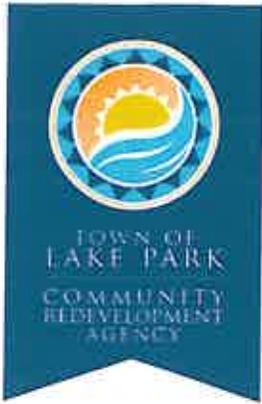
Agency Clerk Jessica Shepherd

Agency Clerk Vivian Lemley

(Town Seal)

Approved on this _____ day of _____, 2009

TAB 2



**CRA
Agenda Request Form**

Meeting Date: December 16, 2009

Agenda Item No. *Tab 2*

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

SUBJECT: Authorize Expenditure for On-Going Professional Communications/Marketing Services

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *W. Davis* **Date:** *12/2/09*

Prepared By: Executive Director	Costs: \$62,000 Funding Source: Acct. #	Attachments: Resolution, Agreement
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Summary Explanation/Background: Adkins and Associates, Inc. has been performing a variety of services for the CRA including but not limited to, developing marketing strategies, branding, preparing communication pieces, redesigning the CRA website, designing logos, banners, brochures, newsletters, etc. This firm also assisted with the marketing strategy for the Tax Incentive Referendum, which passed overwhelmingly.

The CRA Board authorized a communications budget of \$62,000 for Fiscal Year 2009/2010. Staff is requesting authority to expend the budgeted amount to continue its crucially important marketing initiatives for the CRA.

RESOLUTION NO. 01-07-08

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS
OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA)
OF TOWN OF LAKE PARK, FLORIDA, APPOINTING A
COMMUNICATIONS CONSULTING SERVICE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, it is necessary for the CRA of the Town of Lake Park to engage the services of a communications consultant; and

WHEREAS, the City of Homestead, Florida issued a Request For Proposals seeking proposals from entities wishing to perform communications consulting services for the City of Homestead; and

WHEREAS, the City of Homestead, Florida received responses from firms seeking to provide communications consulting services to the city; and

WHEREAS, an evaluation committee consisting of the City's Marketing Committee heard and received presentations from all firms, evaluated the responses to the RFP and determined that it would like to retain the services of Adkins and Associates to represent the City of Homestead, Florida as its communications consultant; and

WHEREAS, the City Commission of the City of Homestead appointed Adkins and Associates as its communications firm; and

WHEREAS, in the best interest of the CRA of the Town of Lake Park and acknowledging that time is of the essence, the CRA Board of the Town of Lake Park wishes to utilize the completed competitive RFP process of the City of Homestead and retain the services of Adkins and Associates.

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

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Communications Consultant.
Adkins and Associates, Inc. is hereby approved by the CRA of the Town of Lake Park to provide communications consulting services to the CRA of the Town of Lake Park.

Section 3. Chair Authorized. The Chair is hereby authorized to execute the agreement between the CRA and Adkins and Associates, Inc., with said agreement.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Board Member Osterman, who moved its adoption. The motion was seconded by Board Member Balius, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
CHAIR DESCA DUBOIS	<u>X</u>	—
VICE-CHAIR ED DALY	<u>X</u>	—
BOARD MEMBER CHUCK BALIUS	<u>X</u>	—
BOARD MEMBER JEFF CAREY	<u>X</u>	—
BOARD MEMBER PATRICIA OSTERMAN	<u>X</u>	—
BOARD MEMBER CHRISTIANE FRANCOIS	<u>X</u>	—
BOARD MEMBER MICHELLE SUITER	<u>X</u>	—

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO.01-07-08 duly passed and adopted this 16 day of July, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois
 DESCA DUBOIS
 CHAIR

ATTEST:

Vivian Mandez Lemley
 Vivian Mandez Lemley
 AGENCY CLERK
 TOWN OF LAKE PARK
 SEAL
 (TOWN SEAL)

FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird
 THOMAS J. BAIRD
 AGENCY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement ("Agreement") is made as of the 16 day of July, 2008 (the "Effective Date") between the Community Redevelopment Agency of the Town of Lake Park, Florida, ("CRA") and Adkins & Associates, Inc., a company ("Consultant").

WHEREAS, the CRA desires to retain Consultant to perform public information, public relations, marketing and consulting services; and

WHEREAS, Consultant is engaged in the business providing such services and is willing to provide those services;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration received and to be receipt, the recipient and sufficiency of which is hereby acknowledged, CRA and Consultant hereby agree as follows:

1. **TERM.** This agreement shall commence on the Effective Date and shall continue until terminated, with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent contractor to CRA and shall provide certain public information, public relations, marketing and consulting services as agreed upon by the Parties from time to time (the "Services"), as more fully described in the statements of work accepted and signed by CRA and Consultant and attached to this Agreement (the "Exhibit"). When so executed and attached, the Exhibit shall be fully incorporated herein for all purposes. The Services shall be provided in a joint effort with the CRA's personnel and utilizing Consultant resources as agreed upon in Exhibit. The Services shall be the only services provided by Consultant unless altered with the mutual consent of both Parties to this Agreement, evidenced in writing.
3. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and consultant. Consultant shall perform the Services at the direction of CRA. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal between CRA and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of CRA or in any manner assume or create, or attempt to assume or create, any obligation on behalf or in the same name of CRA.
4. **COMPENSATION.** In consideration of Consultant's actions on behalf of CRA and the Services rendered hereunder, CRA shall pay Consultant on a rate detailed in the Exhibit. All working time shall be invoiced to CRA at the end of each calendar month for services provided during that month. CRA is obligated to pay all invoices within thirty (30) days from the date of any such invoice.

5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligations to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant: (i) has not and will not disclose to CRA any confidential business information or trade secrets belonging to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connections with the performance of Consultant's obligations to CRA hereunder; and (iii) has not and will not remove any books, papers, or records belonging to any third party including, business plans, confidential customer information, or confidential or proprietary information about any third party's products or services. This Section 5 shall survive termination of this Agreement.
6. **OWNERSHIP OF GRAPHIC DESIGNS.** Upon payment in full of any and all charges by CRA to Adkins for all graphic elements including but not limited to CRA/Town Seal, CRA/Town Logo, and CRA/Town Slogan, all designs become the sole property of the CRA/Town. Stock photography used by Adkins in the design of materials may or may not be conveyed to CRA depending on the terms of purchase governed by laws regarding intellectual property. If photography is not able to be conveyed to CRA, Adkins will provide source of photography to allow CRA to license photography.
7. **TERMINATION.**
- a. In the event of a material or repeated default in the performance of this Agreement by either party, which default shall remain uncured for fifteen (15) days after the defaulting Party receives the written notice of default from the non-defaulting Party which specifies the nature of such default by the defaulting Party, the non-defaulting Party may immediately terminate this Agreement as of date set forth in such notice. During the foregoing fifteen (15) day cure period, the non-defaulting Party may suspend performance of this Agreement
 - b. This Agreement may be terminated at any time by the written mutual consent of Consultant and CRA.
 - c. Either Party shall have the right to terminate this Agreement without cause at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such as termination, which shall be specified in the written notice.
 - d. Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

8. MISCELLANEOUS.

- a. Notices. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addresses to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To CRA

Maria V. Davis, Executive Director
CRA of the Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

To Consultant:

Jon S. (Stan) Adkins, President
Adkins & Associates, Inc.
2 Alahambra Plaza, Suite 740
Coral Gables, FL 33134

- b. Compliance with Laws. Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.
- c. Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body, if any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e. Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

- f. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- g. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- h. Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- i. Force Majure. Non-performance of Consultant or CRA shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- j. Governing Laws. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida.
- k. Entire Agreement. This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- l. This Section 8 shall survive termination of this Agreement.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and CRA has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set of forth above.

CRA of the Town of Lake Park

By: 

Printed Name: Desca DuBois
Title: CRA Board Chair

Adkins & Associates, Inc

By: 

Printed Name: Jon S. Adkins
Title: President

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**EXHIBIT
SCOPE OF SERVICES**

THIS STATEMENT OF WORK is dated as of this 16 day of July, 2008 by and between the CRA of the Town of Lake Park, FL, and Adkins & Associates, Inc. as part of Professional Services Agreement.

1. General Services.
 - a. Analyze the public information needs and interests of the resident, business owners, general public, media and CRA officials in order to prepare a comprehensive Communications Plan. The Communications Plan, subject to input and approval from the CRA Board, shall include public information policies and procedures and advice and planning for public access cable programming.
 - b. Prepare, research, edit and disseminates public information and news releases for the CRA and write and edit articles or content for newspapers, magazine, television, radio, and other media sources pursuant to publication or broadcast opportunities.
 - c. Collaborate with community groups, such as Chambers of Commerce and community-based organizations in the development of materials.
 - d. Serve, as requested by the Executive Director, as the CRA spokesperson.
 - e. Organize and arrange public appearances and speaking engagements for CRA officials, including the Chair and Board Members.
 - f. Prepare monthly written status reports to the CRA. Such reports shall be detailed as necessary and include updates on the CRA's public information program.
 - g. Generally oversee the CRA website and work with CRA's webmaster to enhance current and new avenues of interest and information.
2. Project Services.
 - a. Edit and enhance CRA's newsletter.
 - b. Develop avenues of communication to potential stakeholders and businesses.
 - c. Develop CRA brochures and other documents as needed.

COMPENSATION AND EXPENSES

CRA agrees to pay Adkins:

1. **For Project Services.** All projects will be quoted on a job-by-job basis. Adkins shall provide CRA with an advance written estimate of the cost for the production of any materials developed pursuant to this agreement. CRA agrees to pay any such approved expenses within 15 days of receipt of an invoice from Adkins. Miscellaneous expenses such as copies, couriers, overnight services, or similar items will be billed with the monthly Creative and Consulting Services invoices.
2. Commissions equivalent to fifteen percent (15%) of the gross cost of any media or printing purchased.
3. Production fees for direct mail, television spots, print ads or any other collateral material will be quoted on a job-by-job basis.
4. The actual costs for any custom photography, stock photography, pre-press film production, or other outside services necessary to production.
5. Reimbursement for any extraordinary expenses approved by and incurred on behalf of the CRA

PAYMENT SCHEDULE

Project Service fees, production costs and general expenses will be billed as they are incurred and are payable upon receipt. Travel time to and from meetings will be billed at two (2) hours at a rate of \$50 per hour if Adkins is to travel to CRA. The following guideline for service fees is offered as a reference:

General Consulting & Creative Services	\$200. /Hr.
Copywriting	125. /Hr.
Design & Layout	125. /Hr.
Computer Graphic Composition	100. /Hr.
Production Management	65. /Hr.

IN WITNESS WHEREOF, CRA has signed and delivered this Scope of Services, Compensation and Expenses, and Payment Schedule and has caused this Statement of Work to be signed and delivered by its duly authorized officer or representative, all as of this 16 day of July, 2008.

CRA of the Town of Lake Park, FL

By: 

Printed Name: Desca DuBois
Title: CRA Chair

Adkins & Associates, Inc.

By: 

Printed Name: Jon S. Adkins
Title: President

Homestead

PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement ("Agreement") is made as of the _____ day of December, 2006 (the "Effective Date") between the City of Homestead, Florida, a Florida municipality ("Homestead") and Adkins & Associates, Inc., a company ("Consultant").

WHEREAS, Homestead desires to retain Consultant to perform public information, public relations, marketing and consulting services; and

WHEREAS, Consultant is engaged in the business providing such services and is willing to provide those services;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration received and to be receipt, the recipient and sufficiency of which is hereby acknowledged, Homestead and Consultant hereby agree as follows:

1. **TERM.** This agreement shall commence on the Effective Date and shall continue until terminated, with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent contractor to Homestead and shall provide certain public information, public relations, marketing and consulting services as agreed upon by the Parties from time to time (the "Services" is more fully described in the statements of work accepted and signed by Homestead and Consultant and attached to this Agreement (the "Exhibit"). When so executed and attached, the Exhibit shall be fully incorporated herein for all purposes. The Services shall be provided in a joint effort with Homestead's personnel and utilizing Consultant resources as agreed upon in Exhibit. The Services shall be the only services provided by Consultant unless altered with the mutual consent of both Parties to this Agreement, evidenced in writing.
3. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and consultant. Consultant shall perform the Services at the direction of Homestead. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal between Homestead and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Homestead or in any manner assume or create, or attempt to assume or create, any obligation on behalf or in the same name of Homestead.
4. **COMPENSATION.** In consideration of Consultant's actions on behalf of Homestead and the Services rendered hereunder Homestead shall pay Consultant on a rate detailed in the Exhibit. All working time shall be invoiced to Homestead at the end of each calendar month for services provided during that month.

1
- (11) - 005

Homestead is obligated to pay all invoices within thirty (30) days from the date of any such invoice.

5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligations to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant: (i) has not and will not disclose to Homestead any confidential business information or trade secrets belonging to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connections with the performance of Consultant's obligations to Homestead hereunder, and (iii) has not and will not remove any books, papers, or records belonging to any third party including, business plans, confidential customer information, or confidential or proprietary information about any third party's products or services. This Section 5 shall survive termination of this Agreement.
6. **OWNERSHIP OF GRAPHIC DESIGNS.** Upon payment in full of any and all charges by City to Adkins for all graphic elements including but not limited to City Seal, City Logo, and City Slogan, all designs become the sole property of the City. Stock photography used by Adkins in the design of materials may or may not be conveyed to City depending on the terms of purchase governed by laws regarding intellectual property. If photography is not able to be conveyed to City, Adkins will provide source of photography to allow City to license photography.
7. **TERMINATION.**
 - a. In the event of a material or repeated default in the performance of this Agreement by either party, which default shall remain uncured for fifteen (15) days after the defaulting Party receives the written notice of default from the non-defaulting Party which specifies the nature of such default by the defaulting Party, the non-defaulting Party may immediately terminate this Agreement as of date set forth in such notice. During the foregoing fifteen (15) day cure period, the non-defaulting Party may suspend performance of this Agreement.
 - b. This Agreement may be terminated at any time by the written mutual consent of Consultant and Homestead.
 - c. Either Party shall have the right to terminate this Agreement without cause at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such termination, which shall be specified in the written notice.
 - d. Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

8. MISCELLANEOUS.

- a. Notices. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addresses to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Homestead Curt Ivy, City Manager
The City of Homestead
790 N. Homestead Blvd.
Homestead, FL 33030

To Consultant: Jon S. (Stu:) Adkins, President
Adkins & Associates, Inc.
2222 Leon Blvd, 6th Floor
Coral Gables, FL 33134

- b. Compliance with Law. Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.
- c. Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e. Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

07-07-05

- f. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- g. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- h. Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- i. Force Majeure. Non-performance of Consultant or Homestead shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-performing Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- j. Governing Laws. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida.
- k. Entire Agreement. This Agreement, including any Exhibits referred to herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supercedes all previous written and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- l. This Section 8 shall survive termination of this Agreement.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and Homestead has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set of forth above.

City of Homestead

Adkins & Associates, Inc.

By: *Curtis K. Ivy, Jr.*

By: *[Signature]*

Printed Name: Curt Ivy
Title: City Manager

Printed Name: Jon S. Adkin
Title: President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

5
07-20-05

**EXHIBIT
SCOPE OF SERVICES**

THIS STATEMENT OF WORK is dated as of this ___ day of December, 2016 by and between the City of Homestead, FL, and Adkins & Associates, Inc. as part of Professional Services Agreement.

1. General Services.

- a. Analyze the public information needs and interests of the residents, business owners, general public, media and City officials in order to prepare a comprehensive Communications Plan. The Communications Plan, subject to input and approval from the City Council, shall include public information policies and procedures and advice and planning for public access cable programming.
- b. Prepare, research, edit and disseminate public information and news releases for the City and write and edit articles or content for newspapers, magazine, television, radio, and other media sources pursuant to publication or broadcast opportunities.
- c. Collaborate with community groups, such as Chambers of Commerce and community-based organizations in the development of materials.
- d. Serve, as requested by the City Manager, as the City spokesperson.
- e. Organize and arrange public appearances and speaking engagements for City officials, including the Mayor and Council.
- f. Prepare monthly written status reports to the City. Such reports shall be detailed as necessary and include updates on the City's public information program.
- g. Generally oversee the City website and work with City's webmaster to enhance current and new avenues of interest and information.

2. Project Services.

- a. Enhance City's newsletter.
- b. Develop avenues of communication to potential stakeholders and businesses.
- c. Develop City brochures and other documents as needed.

COMPENSATION AND EXPENSES

Homestead agrees to pay Adkins:

1. **For Project Services.** All projects will be quoted on a job-by-job basis. Adkins shall provide City with an advance written estimate of the cost for the production of any materials developed pursuant to this agreement. City agrees to pay any such approved expenses within 15 days of receipt of an invoice from Adkins. Miscellaneous expenses such as copies, couriers, overnight services, or similar items will be billed with the monthly Creative and Consulting Services invoices, subject to the City Manager's prior written approval.
2. Commissions equivalent to fifteen percent (15%) of the gross cost of any media or printing purchased, subject to the City Manager's prior written approval.
3. Production fees for direct mail, television spots, print ads or any other collateral material will be quoted on a job-by-job basis, subject to the City Manager's prior written approval.
4. The actual costs for any custom photography, stock photography, pre-press film production, or other outside services necessary to production, subject to the City Manager's prior written approval.
5. Reimbursement for any extraordinary expenses and necessary expenses that are first approved in writing by the City Manager and are reasonably incurred on behalf of Homestead.

PAYMENT SCHEDULE

Project Service fees, production costs and general expenses will be billed as they are incurred and are payable upon receipt. Travel time to and from meetings will be billed at two (2) hours at a rate of \$50 per hour if Adkins is to travel to Homestead. The following guideline for service fees is offered as a reference:

General Consulting & Creative Services	\$200./Hr.
Copywriting	175./Hr.
Design & Layout	125./Hr.
Computer Graphic Composition	110./Hr.
Production Management	65./Hr.

IN WITNESS WHEREOF, Homestead has signed and delivered this Scope of Services, Compensation and Expenses, and Payment Schedule and has caused this Statement of Work to be signed and delivered by its duly authorized officer or representative, all as of this _____ day of December, 2006..

City of Homestead

By: Curtis K. Amy, Jr.

Adkins & Associates, Inc.

By: [Signature]

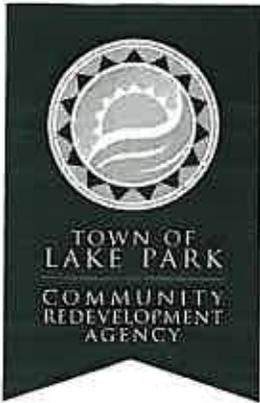
7
07-11-06

Printed Name: Curt Ivy
Title: City Manager

Printed Name: John S. Atkins
Title: President

8
- 11 - 11 - 11 -

TAB 3



**CRA
Agenda Request Form**

Meeting Date: **December 16, 2009**

Agenda Item No. *Tab 3*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|---------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input checked="" 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: AWARD OF BID, ART CO-OP INTERIOR RENOVATION DESIGN/BUILD

RECOMMENDED MOTION/ACTION: APPROVE

Approved by Executive Director

R. Davis

Date:

12/11/09

<p>Prepared By: Richard Pittman CRA Project Manager</p>	<p>Costs: \$ 82,911.00</p> <p>Funding Source: Acct. # 110-55-552-520-63106</p>	<p>Attachments: Bid Tabulation</p>
--	--	---

Summary Explanation/Background: In November the CRA solicited proposals from four contractors to design/build interior renovations for the Art Co-Op building at 800 Park Avenue. Three contractors are based in Lake Park and one contractor is based in Wellington. Bids were opened on December 10, 2009 with four bids received. The firm of Davis Construction & Associates, Inc. submitted the low base bid in the amount of \$ 82,911.00. Davis Construction & Associates, Inc. is a Lake Park firm.

The design/build interior renovation requires the contractor to retain professional services to prepare energy calculations, air conditioning and electrical calculations and plan details as required to obtain permits. Upon obtaining permits for specific aspects of the work, the interior construction can commence. The building interior was gutted by previous contract.

This contract includes restroom, kitchenette, air conditioning/heating, electrical, lighting, flooring, computer closet, wall insulation/drywall, interior painting and construction of a 9' x 10' kiln room addition. The purchase of the interior partitions, kiln, pottery wheel and refrigerator will be by the CRA and is not included in the contract.

The base bid includes providing a six ton air conditioning unit. When energy calculations are performed a lower tonnage higher efficiency unit may be recommended. If a change in the air conditioner equipment size is professionally recommended, a change order will be issued to adjust the contract amount.

The contractor has indicated that 60 days are required to complete the project.

Award of bid to Davis Construction & Associates, Inc. for their low base bid in the amount of \$82,911.00 is recommended.

DESIGN/BUILD ART CO-OP INTERIOR RENOVATIONS W/KILN ROOM ADDITION

LAKE PARK CRA ROJECT NO. 0922

BID TABULATION

ITEM NO.	ITEM DESCRIPTION	UNIT	DAVIS CONSTRUCTION	BROWNING & BECKER	CRAMER & BREEN	PRETI CONSTRUCTION
1	Insurance, Energy Calculations, Permit Drawings, Permit, & Mobilization	L.S.	\$ 2,530.00	\$ 4,674.00	\$ 3,500.00	\$ 7,302.00
2	Interior Renovations	L.S.	\$ 66,081.00	\$ 69,295.50	\$ 83,000.00	\$ 76,515.00
3	Kiln Room Additions	L.S.	\$ 11,000.00	\$ 11,136.00	\$ 10,000.00	\$ 14,380.00
4	Miscellaneous	L.S.	\$ 3,300.00	\$ -	\$ 500.00	\$ 18.00
	TOTAL ITEMS 1 THRU 4		\$ 82,911.00	\$ 85,105.50	\$ 97,000.00	\$ 98,215.00
	ALTERNATE I: "Bomanite" custom polish floor finish	L.S.	\$ 9,450.00	\$ 4,000.00	\$ 2,800.00	\$ 2,500.00
	ALTERNATE II: Split Coil Air Conditioning Equipment	L.S.	No Bid	\$ 2,000.00	No Bid	\$ 1,800.00
	ADD/DEDUCT for air conditioning equipment different from six tons:					
	Additional Tons	\$/Ton	No Bid	No Bid	No Bid	\$ 1,200.00
	Reduced Tons	\$/Ton	No Bid	No Bid	No Bid	\$ 1,200.00
	Days to complete		60	75	90	70

Prepared by: Richard Pittman, CRA Project Manager 12/11/09

General Approval of Item

TAB 4



CRA
Agenda Request Form

Meeting Date: December 16, 2009

Agenda Item No. *Tab 4*

- | | | | |
|-------------------------------------|---------------------------------|-------------------------------------|-------------------|
| <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: Request Authorization to Award a Business Development Grant to Centered, LLC in the amount of \$5,000

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director

W. Davis

Date:

12/9/09

Prepared By: Executive Director	Costs: \$5,000 Funding Source: Grant Program Budgeted Acct. #	Attachments: Application
--	--	---

Summary Explanation/Background: Centered, LLC is a Pilates Studio which opened at 932 Park Ave. Staff has reviewed the request and is recommending that the Board provide assistance with capital equipment acquisition in the amount of \$5,000.



932 Park Ave. • Lake Park, Florida 33403

561.972.8504

info@centered.com

Present this card for a complimentary Xtend class

Limit one per class. Subject to availability.



www.centered.com

Kick up your fitness routine
Try an Xtend class today!



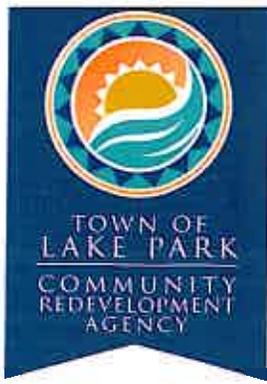
Get the
style and grace
of a dancer,
and the body
to go with it.

Now combining at



tend

pilates and dance AMPlified



Arts District



Commerce District



Hometown District

REQUIRED DOCUMENTATION CHECKLIST

- BUSINESS PLAN FOR PROPOSED BUSINESS
- (3) MOST CURRENT BANK STATEMENTS - *new business*
- COPY OF CURRENT CERTIFICATE FROM FL. DEPT. OF STATE (IF CORPORATION)
- CERTIFICATE OF FICTITIOUS NAME FROM FL. DEPT. OF STATE (IF SOLE PROPRIETOR)
- STATEMENT OF GOOD STANDING FROM THE INTERNAL REVENUE SERVICE OR 2 PREVIOUS YEARS FEDERAL INCOME TAX RETURNS
- COPY OF CURRENT PALM BEACH COUNTY OCCUPATIONAL LICENSE
- COPY OF CURRENT TOWN OF LAKE PARK OCCUPATIONAL LICENSE
- COPY OF CODE VIOLATIONS, IF ANY
- MARKETING PLAN FOR PROPOSED BUSINESS
- COPIES OF BUSINESS LOGO
- COPIES OF EXPENDITURES (IF APPLICABLE)

Jennifer Spicer – Economic Development Director

Equipment Purchased for Centered

<u>Description</u>	<u>Cost</u>	
Xtend License	\$ 3,500.00	} \$6,000
Xtend Training (2 participants)	\$ 1,500.00	
Power Pilates Training	\$ 500.00	
TRX Training- Fitness Anywhere	\$ 500.00	
TRX Units- Fitness Anywhere	\$ 1,479.20	
TRX Units- Fitness Anywhere	\$ 134.96	
TRX Frame (estimate-waiting on final quote)	\$ 2,000.00	
Exercise Mats	\$ 342.81	
Ballet Barre	\$ 1,529.76	
Mirrors- Materials and Installation	\$ 2,200.00	
Power Systems Weights	\$ 190.55	
Xtend Materials	\$ 504.00	
	\$ 14,381.28	

TOWN OF LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY
APPLICATION FOR FUNDING

NOTE: Community Redevelopment Agency ("CRA") funding targets existing businesses located in the Lake Park CRA District.

I. APPLICANT

- A. Legal Name of Business: Centered, LLC
- B. Address: 932 Park Ave
City: Lake Park State: FL Zip Code: 33403
- C. Telephone No. 561-262-7602 cell FAX No.: _____
- D. Email Address: shawneyjensen@hotmail.com
- E. Date the Business Was Legally Established: 9/09 State: Florida
- F. Legal Form of Business (Please Check One Box): Sole Proprietorship
 Corporation Limited Liability Company Partnership
- G. Name of Principal Officer/Owner: Shawn Jensen
- H. Contact Person for This Application: Shawn Jensen
- I. Telephone No. (if different from above): _____
- J. Nature of Business (please list products/services provided): _____
Boutique fitness studio
- K. Palm Beach County Occupational License Number: 2010-05657
Expiration Date: 9-30-10
- L. Lake Park Occupational License Number: _____
Expiration Date: _____

II. PROPERTY OWNER

- A. Name: Todd Drey
- B. Address: 340 10th Street Lake Park FL 33403
- C. Telephone No.: 248-8308 FAX No.: 863-1592

III. DESCRIPTION OF PROPOSED PROJECT

A. Project/Business Name: Centered, LLC

B. Address: 932 Park Avenue Lake Park FL

C. Project General Description (attach additional sheets if necessary):

Equipment purchased for fitness
Boutique

Please note that all proposed work must be consistent with the zoning requirements for the area in which the project is to be located as set forth in the Code of Ordinances of the Town of Lake Park. For further information, please contact the Lake Park Department of Community Development at 561-881-3318.

D. List of Project Costs (Please note that three [3] written estimates are required for each phase of work to be undertaken – attach additional sheets if necessary):

1. please find attached receipts
2. _____
3. _____
4. _____

Total Estimated Project Cost: \$ 14381.28

IV. HOW WILL THIS PROJECT BENEFIT THE DOWNTOWN AREA (attach additional sheets if necessary)?

Business Plan and mission attached.

Centered Studio will provide affordable, cutting-edge fitness to the neighborhood ultimately increasing traffic and visibility to Lake Park and its business owners.

V. **FUNDING SOURCES**

- Town of Lake Park \$ _____
(Enter the amount being requested from this grant program.)

- Applicant \$ _____
(Enter the amount of matching funding to be provided by applicant – the Town of Lake Park will match up to a maximum of 50 percent of the total estimated project cost. The maximum grant award per applicant is \$5,000.00)

VI. **REQUIRED DOCUMENTATION**

Please include with this application at the time of submittal the following documentation:

- Copy of current Certificate of Status from the Florida Department of State (if applicant is a corporation, limited liability company, or partnership)
- N/A Copy of **current** Certificate of Status of Fictitious Name Registration from the Florida Department of State (if applicant is a sole proprietorship)
- A current Statement of Good Standing from the Internal Revenue Service **OR** copies of two (2) previous years' federal income tax returns **as submitted to the Internal Revenue Service**, including all schedules
- N/A Copy of applicant's current financial statements (prepared within 90 days of submittal of this application)
- Copy of current Palm Beach County Occupational License
- Copy of current Town of Lake Park Occupational License
- Copies of written estimates *receipts*
- N/A Copy of Code violations, if any

COMPLETED APPLICATION FORMS AND REQUIRED DOCUMENTATION MUST BE SUBMITTED EITHER IN PERSON OR BY MAIL OR EXPRESS DELIVERY TO:

**TOWN MANAGER
TOWN OF LAKE PARK
LAKE PARK TOWN HALL
535 PARK AVENUE
LAKE PARK, FLORIDA 33403**

NO APPLICATIONS WILL BE ACCEPTED BY FAX.

Attachment: (1) Town of Lake Park Community Redevelopment Agency Program Information and Criteria for Funding

For Office Use Only:

Date complete application received _____

TOWN OF LAKE PARK

COMMUNITY REDEVELOPMENT AGENCY¹

PROGRAM INFORMATION AND CRITERIA FOR FUNDING

I. INTENT

It is the intent of the Town of Lake Park Community Redevelopment Agency ("CRA") to provide development assistance in the form of funding to existing businesses located within the CRA District of the Town of Lake Park. Such funding shall be provided pursuant to Part III of the Community Redevelopment Act, Chapter 163, Florida Statutes, and consistent with the Town of Lake Park Community Redevelopment Agency Plan. Such funding is available on a matching grant basis. The Town of Lake Park will match up to a maximum of 50 percent of the total estimated project cost. The maximum grant award per applicant is \$5,000.00.

CRA funding can be used to meet matching grant requirements for other programs to the extent that such proposed activities are consistent with the CRA project eligibility requirements outlined below. *(Example: The Palm Beach County Development Regions Grant Program [when the funding cycle is open, which requires matching funding from the applicant] can be used for business expansion and improvements consisting of exterior painting, landscaping, and parking enhancements. Such activities meet the Lake Park CRA eligibility requirements, and CRA funding can be used to help meet the applicant's matching funding requirement for the Development Regions Grant Program.)*

II. ELIGIBILITY

Eligible applicants are existing legally established for-profit business enterprises² which are physically located within the CRA District of the Town of Lake Park. Applicants must demonstrate in their submittals the ability to complete the proposed project within twelve (12) months of the date of application approval.

Eligible projects consist of exterior façade improvements (i.e., structural repair and improvements, painting, stucco, windows, awnings, signage) which will enhance the curbside appearance of the business structure, parking improvements, and landscaping improvements which will improve the visual impact of the Town of Lake Park. CRA funding can be used to correct Code violations which pertain to exterior façade, parking and landscaping. **Roof repair and/or replacement are not considered façade improvements and are not eligible for CRA funding, unless applicant can demonstrate an improved design/aesthetic appeal.**

¹ Created pursuant to Resolution 65, 1996 adopted by the Commission of the Town of Lake Park on November 20, 1996.

² Organizations legally established on a not-for-profit basis are not eligible for CRA funding.

III. CONSISTENCY WITH GOVERNMENTAL REGULATIONS: LAKE PARK COMPREHENSIVE PLAN, AND CODE OF ORDINANCES AS TO CODE COMPLIANCE AND ZONING

Eligible projects must demonstrate consistency with the Town of Lake Park's Comprehensive Plan and all applicable zoning requirements, as well as all applicable building and safety codes, as set forth in the Lake Park Code of Ordinances, as evidenced by a review by the Lake Park Department of Community Development.

IV. FUNDING CRITERIA

Applications submitted to the Town of Lake Park for CRA funding will be reviewed by the Lake Park Community Redevelopment Agency Board, which shall rate each application in accordance with the following criteria:

Funding Criteria	Above Average – Average (application selected for funding)	Fair (application needs improvement)	Poor (not selected for funding)
Financial responsibility (evidenced from review of copies of income tax returns and current financial statements)	6 5 4	3 2 1	0
Curbside appearance (visual impact of proposed project)	6 5 4	3 2 1	0
Aesthetic benefit (to the Town of Lake Park)	6 5 4	3 2 1	0
Extent to which proposed project will upgrade the existing aesthetic condition of the building exterior, or correct inconsistencies with the surrounding properties	6 5 4	3 2 1	0
Total amount of applicant's matching share in proportion to the total estimated project cost	6 5 4	3 2 1	0
<i>OVERALL APPLICATION RATING³ →</i>			
Rater's Comments:			

³ Maximum overall rating is 30 points.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201-0023

001599.606177.0006.001 1 MB 0.382 532



CENTERED LLC
X SHAWN JENSEN SOLE MBR
151 MULLIGAN PLACE
JUPER FL 33458

Date of this notice: 09-16-2009

Employer Identification Number:
80-0475210

Form: SS-4

Number of this notice: CP 575 6

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 80-0475210. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.



Anne M. Gannon, Tax Collector

P.O. Box 3715
West Palm Beach, FL 33402-3715
www.taxcollectorpbcc.com Tel:(561)355-2272

CENTERED LLC
JENSEN SHAWNEY
932 PARK AVE
WEST PALM BEACH FL 33403-2404

Account Number: **2010-05657**

Dear Business Owner:

This is your new local business tax receipt. Please keep the upper portion for your records and detach the bottom of this form. Verify the information and display it conspicuously at your place of business, open to the view of the public.

This receipt is in addition to and not in lieu of any license required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority (County Ordinance Number 72-7).

Receipts may be transferred to a new owner when evidence of a sale is provided; the original receipt is surrendered and a transfer fee is paid.

Receipts may be transferred to a new location when proof of zoning approval is provided; the original receipt is surrendered and a transfer fee is paid.

Business name changes require a new receipt.

This receipt expires on **September 30, 2010** Renewal notices are mailed at the end of June. If you do not receive the notice by the end of July, please let us know.

I hope you have a successful year.

Tax Collector

**** DETACH AND DISPLAY BOTTOM PORTION, AND KEEP UPPER PORTION FOR YOUR RECORDS ****

2010-05657

STATE OF FLORIDA
PALM BEACH COUNTY

OS-012
CLASSIFICATION

LOCAL BUSINESS TAX RECEIPT

EXPIRES: SEPTEMBER 30, 2010

CENTERED LLC
JENSEN SHAWNEY

** LOCATED AT

CNTY

\$33.00

932 PARK AVE
WEST PALM BEACH FL 33403-2404

TOTAL \$33.00

This receipt is hereby valid for the above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

HEALTH CLUB

HS8289

THIS IS NOT A BILL - DO NOT PAY

PAID. PBC TAX COLLECTOR
\$33.00 BTR 322 00035378 10/13/2009

ANNE M. GANNON
TAX COLLECTOR, PALM BEACH COUNTY

THIS DOCUMENT IS VALID ONLY WHEN
RECEIVED BY TAX COLLECTOR



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

September 24, 2009

CENTERED LLC
151 MULLIGAN PL
JUPITER, FL 33458-6513

SUBJECT: Centered Llc
HS8289

Your application and fee for registration as a health studio as required by section 501.015, Florida Statutes, have been received and processed.

Your registration certificate appears below. This certificate should be detached along the dotted line and prominently displayed at the registration desk or front desk of the health studio. In addition, all advertising and contracts should contain the phrase: "Centered Llc is registered with the State of Florida as a Health Studio. Registration No. HS8289."

Any changes made to your health studio contract(s) must be approved by this office prior to their use.

Proof of current registration must also be presented before the local occupational license(s) may be issued or renewed. This registration certificate will expire on September 23, 2010.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 1-800-435-7352 or 1-850-488-2221.

Cut Here



**POST CERTIFICATE
CONSPICUOUSLY**

State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **HS8289**
Issue Date: September 23, 2009
Expiration Date: September 23, 2010

Health Studio Registration Certificate

Section 501.015, Florida Statutes
Good Only For The Location Listed Below

CENTERED LLC
932 PARK AVE
WEST PALM BEACH, FL 33403-2404

CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

**Electronic Articles of Organization
For
Florida Limited Liability Company**

**L09000087035
FILED 8:00 AM
September 08, 2009
Sec. Of State
jbryan**

Article I

The name of the Limited Liability Company is:
CENTERED, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
932 PARK AVE
LAKE PARK, FL. 33403

The mailing address of the Limited Liability Company is:
151 MULLIGAN PLACE
JUPITER, FL. 33458

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
JENSEN SHAWN
151 MULLIGAN PLACE
JUPITER, FL. 33458

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: SHAWN JENSEN

Article V

The name and address of managing members/managers are:

Title: MGR
SHAWN JENSEN
151 MULLIGAN PLACE
JUPITER, FL. 33458

L09000087035
FILED 8:00 AM
September 08, 2009
Sec. Of State
jbryan

Article VI

The effective date for this Limited Liability Company shall be:

09/08/2009

Signature of member or an authorized representative of a member

Signature: SHAWN JENSEN



Centered, LLC Business Plan and Mission

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

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

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

estimated to be \$27, 000. At some point, additional signage will be needed for the studio and the idea is to have an up-scale awning attached to the façade of the space. The cost of the awning has not been included in the above build out quote. Please see the attached estimate for build out and monthly costs budgeted for the day-to-day costs of the business.

As a point of clarification, the 12-month estimated cash flow statement is just that, an estimate. The monthly cash sales number, which represents active clients attending the studio, is a low number. At the highest point in the calculation, occurring towards the end of year one, it represents 26 clients. The studio space has the potential of accommodating approximately 12-20 individuals in each class and is slated to offer at least three classes a day or a minimum of 15 classes a week. This should stress how low that number is in the estimated calculation. Based on my past business experience, the client base will exponentially grow in year two and three. The first year of business is a time to prove to clients and the community base that Centered, LLC is a solid business offering a substantial value. I am confident that monthly cash sales will consistently grow but the rate at which this will occur is unknown. It is also important to note that the initial build out of the space or capital investment, approximately \$27,000, has been paid out of pocket. Making this initial investment has severely affected the cash flow of the business by altering the monthly business plan of the studio. The monthly expenses will be challenging to financially cover unless a business loan is applied for and obtained. Once again the sales numbers in the business are low and these numbers increasing will greatly improve the financial success of the space. Although this growth is expected, the specific rate is the variable in the equation. On a positive side note, similar studios, recently opened and offering the same new, cutting-edge programs have seen significant growth at an unexpected rate. Centered is under the impression that this same effect takes place in Lake Park.

The studio will have a comprehensive marketing plan which includes logo and brand placement on the exterior of the building, a well planned and inter-active website, active community involvement and surrounding neighborhood mailings. The studio will also participate in print advertising. There will also be several "open house" engagements throughout the year with the goal of fostering interest in the activities offered at the studio. In addition, the studio will offer one class a month where the "donation/ or class fee" will benefit a chosen charity. Ultimately Centered, LLC believes in providing quality, affordable fitness to the neighborhood and our clients while at the same time believes in community involvement. Centered, LLC hopes to make a difference in the Lake Park CRA.

51,400
 13,080. Rent
 1020. Tele
 1500. utes
 1200 MISC
 600 AOS
 600 SUPP.
 18,000.
 wages 28,500
 46,800.
 loan 12,000
 58,800

-7,400 less
 -12,000 overdraft
 (-19,400) Loss for year

Twelve-Month Cash Flow
 Centered, LLC



Fiscal Year Begins: Nov-09

	Pre-Startup EST	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Total Item EST
Cash on Hand (beginning of month)	35,000	6,235	4,935	2,065	185	-1,315	-2,815	-4,315	-5,015	-5,715	-6,415	-7,115	-7,815	66
CASH RECEIPTS														
Cash Sales	0	0	3,000	4,000	4,400	4,400	4,400	5,200	5,200	5,200	5,200	5,200	5,200	4,28
Collections fm CR accounts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Loan/ other cash in.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL CASH RECEIPTS	0	0	3,000	4,000	4,400	4,400	4,400	5,200	5,200	5,200	5,200	5,200	5,200	4,28
Total Cash Available (before cash out)	35,000	6,235	7,935	6,065	4,585	3,085	1,585	885	185	-515	-1,215	-1,915	-2,815	4,94
CASH PAID OUT														
Purchases (build out)	27,000	0	0	0	0	0	0	0	0	0	0	0	0	2,25
Purchases (specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Purchases (specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross wages (exact withdrawal)	0	0	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,20
Payroll expenses (taxes, etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Outside services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supplies (office & oper.)	0	0	0	50	50	50	50	50	50	50	50	50	50	4
Repairs & maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Advertising	0	0	50	50	50	50	50	50	50	50	50	50	50	4
Car, delivery & travel	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounting & legal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rent	1,090	1,090	1,090	1,090	1,090	1,090	1,090	1,090	1,090	1,090	1,090	1,090	1,090	1,18
Telephone	0	85	85	85	85	85	85	85	85	85	85	85	85	8
Utilities	0	125	125	125	125	125	125	125	125	125	125	125	125	12
Insurance	675	0	0	0	0	0	0	0	0	0	0	0	0	5
Taxes (real estate, etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other expenses (specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other (specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other (specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	100	100	100	100	100	100	100	100	100	100	100	8
SUBTOTAL	28,765	1,300	3,850	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	3,800	8,07
Loan principal payment	0	0	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	91
Capital purchase (specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other startup costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve and/or Escrow	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Owners' Withdrawal	0	0	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	91
TOTAL CASH PAID OUT	28,765	1,300	5,850	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	7,91
Cash Position (end of	6,235	4,935	2,085	185	-1,315	-2,815	-4,315	-5,015	-5,715	-6,415	-7,115	-7,815	-8,515	-2,96

[1,000 loan payment = \$108,000 loan]

for \$27,000 = 248. per month
 for \$14,000 = 128. "

From:
[Andrea](#)
Subject:
Exciting News for Xtend
Date:
September 13, 2009 07:47:13 PM PDT
To:

Dear Xtend Licensees,

I am very excited to share with you some amazing news for Xtend that will substantially increase your return on investment with the Xtend program. As you know, Xtend began as a company that offered training exclusively to Licensed studios. As we have expanded greatly in the last 12 months, our demand for training and education has greatly increased. We are investing time and money to bring the Xtend name to the consumer market and drive larger attendance to your studios. In order to keep up with this demand and to continue to strive to become the number one "barre workout," I have made the decision to take Xtend to a new level and to offer an Xtend Certification. Our goal by moving in this direction is to create greater brand awareness for the Xtend name and to create more buzz throughout the consumer market (think "Zumba"). We want everyone to know about Xtend, to want Xtend, and, of course, to frequent Xtend Participating studios to experience it.

Our goal is to promote controlled growth of Xtend. Therefore, Xtend workouts will continue to only be taught at licensed studios, which will now be called Xtend Participating Centers. What has changed is that all of you, our licensed Xtend Participating Centers, will no longer be required to pay monthly license fees.

Going forward, if a facility wishes to offer the Xtend workout and become a Participating Center, and if the facility does not fall within the territory of another Participating Center, the studio will pay one upfront payment (\$3500) along with a yearly fee of approximately \$500 that is collected one year after the initial investment is made. Each Participating Center will continue to pay the annual fee in order to maintain the Xtend License. At any time, a studio may terminate the license without facing any penalty, however they would not be allowed to run any barre program in the future.

In addition, all instructors at new Participating Centers must now pay to go through an Xtend certification (\$750). Any individual in the world will have this opportunity to take the Xtend Certification, but they may only teach Xtend at an Xtend licensed studio. We have contracts in place to deter any Xtend certified trainers to teach a barre program so that we can protect our Participating Centers and our intellectual property. Our hope is that there will be an increase in number of Xtend Participating Centers, but that they will be territorially spaced out so as not to saturate the market nor create competition amongst Participating Centers. As a current licensed studio, you previously had the opportunity to train as many of your staff as desired at no additional charge, which will take the place of any monthly fees you have incurred to this point. We believe this to be a fair arrangement.

Our commitment to the Xtend Participating Centers remains the top priority. We aim to engage in long-term relationships with our centers, to support the Xtend programs grow at your studios, increase your revenue, and excite your team and clients. Since more studios will be "Xtending," you will have the option to purchase territory rights and keep Xtend exclusive to your area. I will provide more details on this issue in the coming weeks.

In addition, there will be a limited number of studios that will act as Xtend Training Centers for their region hosting Xtend Certifications. These centers will have the opportunity to generate

additional revenue and outstanding studio recognition. My goal is to create a strong foundation of training centers across the country that will share in the growth of the Xtend business.

As we grow, we will be increasing our need for Xtend Teacher Trainers. We are in the process of creating an evaluation/interview process for all Xtend instructors that wish to pursue a career in Xtend Teacher Training.

Additionally, all Xtend Instructors and Teacher Trainers will be required to maintain their Xtend certifications through Continued Education. We will have bi-annual conferences along with on-line videos to satisfy Continuing Education requirements.

I know you will all have many questions and I look forward to talking with everyone in more detail. I am fine tuning the details of our new business plan and am in the midst of making various staffing, marketing, and business decisions. Please be patient for the details of this new arrangement to be outlined.. stay tuned for more information.

I am proud to work with such amazing women and look forward to our continued growth together!

All My Best,
Andrea

--

Andrea Leigh Rogers

Xtend Workout LLC.

p: 561.693.8922

e: info@xtendworkout.com

w: www.xtendworkout.com

Please consider the environment before printing this e-mail.

Follow us live on twitter @xtendworkout

Transaction Date:	09/01/2009 Tue
Transaction Description:	POWER PILATES LLC TE212-6275852 MEMBERSHIP CLUB
Cardmember Name:	S E JENSEN
Amount \$:	500.00
Doing Business As:	POWER PILATE LLC
Merchant Address:	49 W 23RD ST FL 10 NEW YORK NY NEW YORK 10010-4224 UNITED STATES
Reference Number:	320092450038663850
Category:	Entertainment - Associations

Your Fitness Anywhere Order Has Been Received

From: customerservice@fitnessanywhere.com
Sent: Mon 8/31/09 9:23 AM
To: shawneyjensen@hotmail.com

Thank you for shopping at Fitness Anywhere.

Please print this page or write down your order number for future reference.

We will email you a shipping notification as soon as your order has been processed. Orders placed before 1:00 PM PT are normally processed withi
Questions? Contact us at customerservice@fitnessanywhere.com or 1-888-878-5348. We are happy to help Monday - Friday, 9:00 AM - 5:00 PM PT.

Thank you,
The Fitness Anywhere Team

www.fitnessanywhere.com

PS. To ensure delivery of our shipping notifications please add: customerservice@fitnessanywhere.com to your address book. If you have not recei

Order Number: 47399
Placed : 08/31/2009 06:23:34 PST

Ship To:
Shawney Jensen
shawneyjensen@hotmail.com
561-622-1221

Bill To:
Shawney Jensen
shawneyjensen@hotmail.com
561-622-1221

151 Mulligan Place
Jupiter FL 33458
US

151 Mulligan Place
Jupiter FL 33458
US

Code	Name	Quantity	Price/Ea.	Total
GSTC	TRX Group Suspension Training Course (GSTC) CSE-08MODA: MCO-090920 WAIVER	2	\$250.00	\$500.00
			Shipping: Customer Pickup:	\$0.00
			Sales Tax:	\$0.00
			Total:	\$500.00

Shopping Cart » Billing & Shipping Information » Thank You



We want you to shop with confidence anytime you purchase from Fitness Anywhere. We have taken steps to provide you with the safest, most secure shopping experience possible. Shopping on FitnessAnywhere.com is Safe and Secure. Guaranteed!

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Code	Product	Quantity	Price/Ea	Total
TSPABX	TRX Suspension Trainer	8	\$149.95	\$1,199.60
XMOUNT	TRX X-mount	8	\$34.95	\$279.60
			Total:	\$1,479.20

Estimate your shipping cost Enter your location and find out your shipping cost

State/Province:

Other State/Province:

Zip/Postal Code:

Country:

FitnessAnywhere.com Accepts:



Transaction Date:	09/25/2009 Fri
Transaction Description:	FITNESS ANYWHERE INCSAN FRANCISCO DIRECT MKTG MISC
Cardmember Name:	S E JENSEN
Amount \$:	134.96
Doing Business As:	FITNESS ANYWHERE INC
Merchant Address:	1660 PACIFIC AVE SAN FRANCISCO CA SAN FRANCISCO 94109-2518 UNITED STATES
Reference Number:	320092690280688694
Category:	Merchandise & Supplies - Internet Purchase



RECEIPT

P.O. Box 8090
 Cranston, RI 02920-0090
 (401) 942-9363
 Toll Free 1-800-556-7464
 Toll Free Fax 1-800-682-6950
 e-mail: mfathletic@mfathletic.com

www.mfathletic.com

SHIP TO: SHAWNEY JENSEN
 151 MULLIGAN PLACE

 JUPITER, FL 33458

INSTRUCTIONS

SHIP POINT	SHIP VIA	SHIPPED DATE	TERMS
MFAC, LLC	UPS GROUND C	10/08/09	PREPAY

BILL TO: SHAWNEY JENSEN
 151 MULLIGAN PLACE

 JUPITER, FL 33458

CUSTOMER #	INVOICE DATE	ORDER #
1122702	10/08/09	998124-00
PO #		PAGE #

1

LN #: DESCRIPTION:	ORDERED:	BACK ORDERED:	SHIPPED:	UM:	PRICE:	AMOUNT:
--------------------	----------	---------------	----------	-----	--------	---------

1 2049 Hanging Club Mat System	2	0	2	EACH	139.95	279.90
-----------------------------------	---	---	---	------	--------	--------

Total	279.90
Shipping	41.99
Taxes	20.92
American Exp #**3006	342.81
Invoice Total	0.00

Everything Track & Field





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Messenger ▾ | Op

shawneyjensen@hotmail.com Reply Reply all Forward |

Inbox (2)

Junk (1)

Drafts

Sent

Deleted (109)

Alison

Apple

ASMI

Candles

Centered

China Adoption

Divorce

LB

Mattine

Mattine School

Mulligan Place

Pilates (7)

Pilates Logo

Transracial Adoptior

Vietnam Adoption

Vietnam Adoption C

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Gibson Ballet

From: **Allison Jones** (allison@gibsonathletic.com)

Sent: Wed 9/23/09 11:47 AM

To: shawneyjensen@hotmail.com

Good morning Shawney, thanks for placing your order this morning. Just wanted to let you know that the price I had quoted you was for oak rails. Your price on the poplar rails per unit is \$254.96. Now you don't have to be as nervous about your purchase! That makes your total before shipping \$1,529.76.

Let me know if you have any questions and thanks again!

Allison Jones

National Sales

Gibson Athletic

Your source for gymnastics, cheer and fitness equipment

: allison@gibsonathletic.com

'(800) 275-5999 – Toll Free

'(720) 257-7761 – Direct

'(303) 937-1049 – Fax

Visit our new website @ www.gibsonathletic.com .

To access information about Gibson Lending Services contact us (800) 257-5999 or visit us @

www.gibsonathletic.com/customerservice.html To apply online

Creative Mirror Design LLC.

9178 Bouquet Rd
Lake Worth FL 33467
Phone 561.248.5942 Fax 561.432.3935

Proposal

Name Shawney Phone _____ Fax _____

Address _____ Lot _____ Block _____

City/State/Zip _____

4 Panels	6 feet high and 8.4 feet wide	west wall	Total	1100.00
4 Panels	6 feet high and 8.4 feet wide	east wall		1100.00

All J molding on sides, top and bottom installation

Total	2200.00
Deposit	1100.00
Completion	1100.00

All materials are to be installed to above description.. Any deviation to surface on to where materials are to be installed will be subject to additional charge to the recipient. All custom materials will take a time frame of approximately 7 to 14 business days to receive. Inspections of ordered materials will be done so additional time to receive may be due to defective materials from distributor. All material will come with 1 year warranty . Warranties only cover defects not abuse or neglect. Once work has been performed and completed, a Creative Mirror Design, LLC. representative will explain safety and care of product. Creative Mirror Design, LLC. will also look over product with customer to ensure product is not defective or damaged.

By signing below, you agree to the above statement.

Signature

Print Name

Date

Power Systems Receipt

*** PLEASE PRINT RECEIPT OUT AND RETAIN IT FOR FUTURE REFERENCE ***

Order Number 298058
 Customer ID 1343198
 Order Date 10/26/2009 11:02:50 PM

Bill To:
 Shawney Jensen
 356 Mars Ave
 Tequesta, FL 33469
 United States
 5612627188
 shawneyjensen@hotmail.com

Ship To:
 Shawney Jensen
 151 Mulligan Place
 JUPITER, FL 33458
 United States
 5612627188

Order Date: 10/26/2009 11:02:50 PM Locale/Currency: en-US / USD
 Coupon Code: A51002 (10%/\$99 10.20-11.02) Coupon Details: 10.00 %
 Payment Method: CREDITCARD Name On Card: Shawney Jensen
 Card Type: AMEX Card Number: ****3006
 Affiliate ID: 1

SKU:	Product	Quantity	Price	Discount	Ext. Price
63700-01	Apple Vinyl Dumbbell-Apple Vinyl Dumbbell - 1 LB	12	\$2.15	\$2.58	\$23.22
63700-02	Apple Vinyl Dumbbell-Apple Vinyl Dumbbell - 2 LB	16	\$3.50	\$5.60	\$50.40
63700-03	Apple Vinyl Dumbbell-Apple Vinyl Dumbbell - 3 LB	16	\$3.95	\$6.32	\$56.88

Order Notes: None

SubTotal: \$130.50
 Discount: Coupon Percent - \$13.05
 Net SubTotal: \$117.45
 Shipping: UPS Ground \$61.47
 Tax: \$11.63
 Total: \$190.55

Xtend
 777 NW 6th Ave
 Boca Raton FL 33432

INVOICE

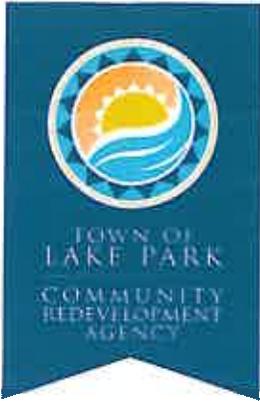


Centered, LLC
 Shawney Jensen
 932 Park Ave
 Lake Park FL

Invoice #:	0000071
Date:	October 5, 2009
Amount Due USD:	\$504.00

Item	Description	Unit Cost (\$)	Quantity	Price (\$)
Stretch Bands	15 bands	6.00	15	90.00
Xtend Ball	15 balls	8.00	15	120.00
Yoga Straps	15 straps	6.00	15	90.00
Xtend Socks	12 small / 12 medium	8.50	24	204.00
Subtotal:				504.00
Total:				504.00
Amount Paid:				-0.00
Balance Due USD:				\$504.00
<p>To be delivered at Pilates of Boca/East on Thursday, Oct 8, 2009 Payment due within two weeks of delivery.</p>				

TAB 5



**CRA
Agenda Request Form**

Meeting Date:

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: Authorization to Approve a Property Improvement Grant to Property Owner Jack Batho in the Amount of \$8,030.

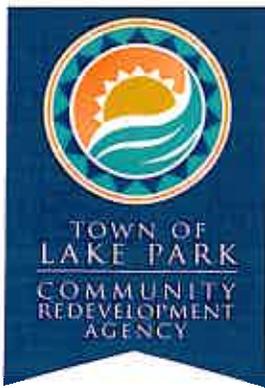
RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *M. J. Davis* Date: *12/9/09*

Prepared By: Executive Director	Costs: \$8,030 Funding Source: Grants Line Item Acct. #	Attachments: Application Package
---	---	--

Summary Explanation/Background: Property Owner Jack Batho has been a long term property owner in the Town of Lake Park. He is currently renovating a space at 850 Park Ave. to accommodate a potential ice cream parlor or similar business. Staff has been working with Mr. Batho in soliciting and attracting a suitable business for the space.

Mr. Batho appropriately researched the requirements for the types of businesses that the CRA suggested would be in keeping with the goal of revitalizing Park Ave. He is in need of grease trap and this would be an appropriate expense for the CRA to assist him in his endeavor. Staff recommends a property improvement grant in the amount of \$8,030 to install a grease trap. Staff recommends that the funds be issued on a reimbursable basis.



Arts District



Commerce District



Hometown District

REQUIRED DOCUMENTATION CHECKLIST

- LETTER STATING PURPOSE FOR LOAN/**GRANT**
- N/A** BUSINESS PLAN FOR PROPOSED BUSINESS
- N/A** MARKETING PLAN FOR PROPOSED BUSINESS
- (3) MOST CURRENT BANK STATEMENTS
- COPY OF CURRENT CERTIFICATE FROM FL. DEPT. OF STATE (IF CORPORATION)
- N/A** CERTIFICATE OF FICTITIOUS NAME FROM FL. DEPT. OF STATE (IF SOLE PROPRIETOR)
- STATEMENT OF GOOD STANDING FROM THE INTERNAL REVENUE SERVICE OR TWO (2) PREVIOUS YEARS FEDERAL INCOME TAX RETURNS
- COPY OF CURRENT PALM BEACH COUNTY OCCUPATIONAL LICENSE
- COPY OF CURRENT TOWN OF LAKE PARK OCCUPATIONAL LICENSE
- N/A** MARKETING PLAN FOR PROPOSED BUSINESS
- N/A** COPIES OF BUSINESS LOGO
- COPIES OF EXPENDITURES (IF APPLICABLE)
- Amount requested \$ 8030.00

Jennifer Spicer – Economic Development Director

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

**GRANT
APPLICATION FORM**

Application Date: 12-9-09

Project Description

Applicants Name: Batho Trust P. Ave LLC Title: MGR
Applicants Address: 732 Lake Osborne Terrace Lakeworth
Telephone: 561-582-1252 Fax: 561-582-1252 FL 33461
Email: JAK.RABAT@GOL.COM

Location of the Project: 850 Park Ave Lake Park Fl. 33403
Property Control Number: _____

Name of the Business: BATHO TRUST P AVE LLC
Business Federal ID#: 26-3907630
Type of Ownership: LLC

Mailing Address of Ownership: Same as Above
Ownership Contact Person: JOHN BATHO - MGR
Telephone: 561-215-5539 Fax: _____

Project: Grease Trap installation

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

Total cost for project: \$ 8030.00
Amount requested: \$ 8030.00

Town of Lake Park, Florida, Community Redevelopment Agency

Contact Person: JOHN BATHO Title: MGR
Mailing Address: 732 Lake Osborne Terrace Lake Worth FL 33403
Telephone: 561-215-5539 Fax: 561-582-1252
Email: JAKRABAT@AOL.COM

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

Applicant Name (Printed)

• John Batho

Applicant's Signature

• John Batho

Owner's Signature

[Signature] Manager

Date: 12/9/09

Date: 12/9/09

Town of Lake Park CRA Signature

Title: Manager

Date: _____

Required Attachments

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

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

- ✓ Evidence of ownership, leased hold or Binding Option or tenancy for Proposed address.
- N/A Copies of Business Logo/Signage
- N/A Verification of business experience or training.

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

December 9, 2009

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
Attn: Town Manager
Re: Grease Trap

To Whom It May Concern;

This letter is in reference to my building located at 850 Park Avenue. I am writing this letter to request assistance with a grant for the installation of a grease trap. Unfortunately, I paid a total of \$4,105.00 (dollars), as a deposit to install a 1250 gallon grease trap and the company has failed to comply with the installation. My attorneys have been contacted so they can address this matter legally. I am currently working with a reputable company for a new contract for the installation of a grease trap.

I currently have a prospect interested in renting this location and per Seacoast Utilities, it is mandatory that the grease trap is in place before occupancy.

Your assistance in this matter will be appreciated.


Jack Batho

12/9/09
Date

Shoreline Underground Services, Inc

1166 Commercial Street • Riviera Beach, Florida 33404

OFFICE (561) 840-1700 • FAX (561) 840-1755

Septic - Lift Station - Underground Construction

NAME: John Batho	DATE: December
STREET:	JOB NAME:
CITY:	STREET: 850 Pa
PHONE: 582-1252	CITY: Lake Park
CONTACT: John Batho 215-5539	AGENT:

RAY KANE
561.574.9818

COMMERCIAL & RESIDENTIAL
LICENSED & INSURED
#U-19139

SHORELINE
UNDERGROUND SERVICES
Underground Specialist

PH: 561.586.7373
FAX: 561.586.0018

Description of job to be completed (including labor and materials as specified):

Grease Trap

1	EA	1250 Gal Grease Trap	\$ 4,850.00	\$ 4,850.00
2	EA	Iron Ring & Cover	\$ 450.00	\$ 900.00
60	EA	Replace & Reconnect plumbing EXISTING ONLY	\$ 18.00	\$ 1,080.00
2	EA	Commerical Clean Out	\$ 350.00	\$ 700.00
1	EA	Permit	\$ 200.00	\$ 200.00
1	EA	Engineering est.	\$ 300.00	\$ 300.00
0	EA	Repair Sidewalk	\$ 1,950.00	\$ -
			TOTAL \$	8,030.00

Include Road Base, Compaction and Asphalt repair as needed

Contract is to furnish material and labor to complete jobs in accordance with above specifications, Payment is to be made as follows: 50% down, 50% at completion. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the agreed upon total.

All agreements are contingent upon strikes, accidents or delays beyond the company's control. Owner to carry all necessary business insurance.

All items below will apply unless initialed by Company Officer:

- _____ 1.) Permit fees and bonds or any other applicable fees are not included in this agreement.
- _____ 2.) Owner shall be responsible for grades and any surveying or engineering required
- _____ 3.) Owner shall be responsible for any conflicts with new construction due to elevation and locations of existing utilities, lost time and/or additional labor and materials will be charged on a cost plus basis in addition to this contract
- _____ 4.) Shoreline Underground Services, Inc. shall not be responsible for any damage or restoration of any existing asphalt, concrete driveways, sod, sprinklers, trees, shrubs, or underground utilities unless specified in contract.
- _____ 5.) Excessive dewatering such as well point systems or requiring use of pump larger than 3 inch diameter shall not be part of this agreement.
- _____ 6.) Any trench excavation requiring sheeting, and/or bracing of existing utility poles or existing utilities shall not be part of this agreement.
- _____ 7.) Any rock excavation requiring special rock excavation equipment shall not be a part of this agreement.
- _____ 8.) Owner shall supply suitable access from road to work area to allow for equipment and materials delivery.
- _____ 9.) Owner shall supply without cost to Shoreline Underground Services, Inc. a sufficient amount of potable water required for setting, filling and or refilling.
- _____ 10.) Backfilling of tanks, drain fields and trenches remains the owner's responsibility unless otherwise specified. Backfilling will be rough grade only. Removal of excess excavated material and or other debris shall not be a part of this agreement.
- _____ 11.) Shoreline Underground Services, Inc. guarantees workmanship and material for a period of one (1) year.

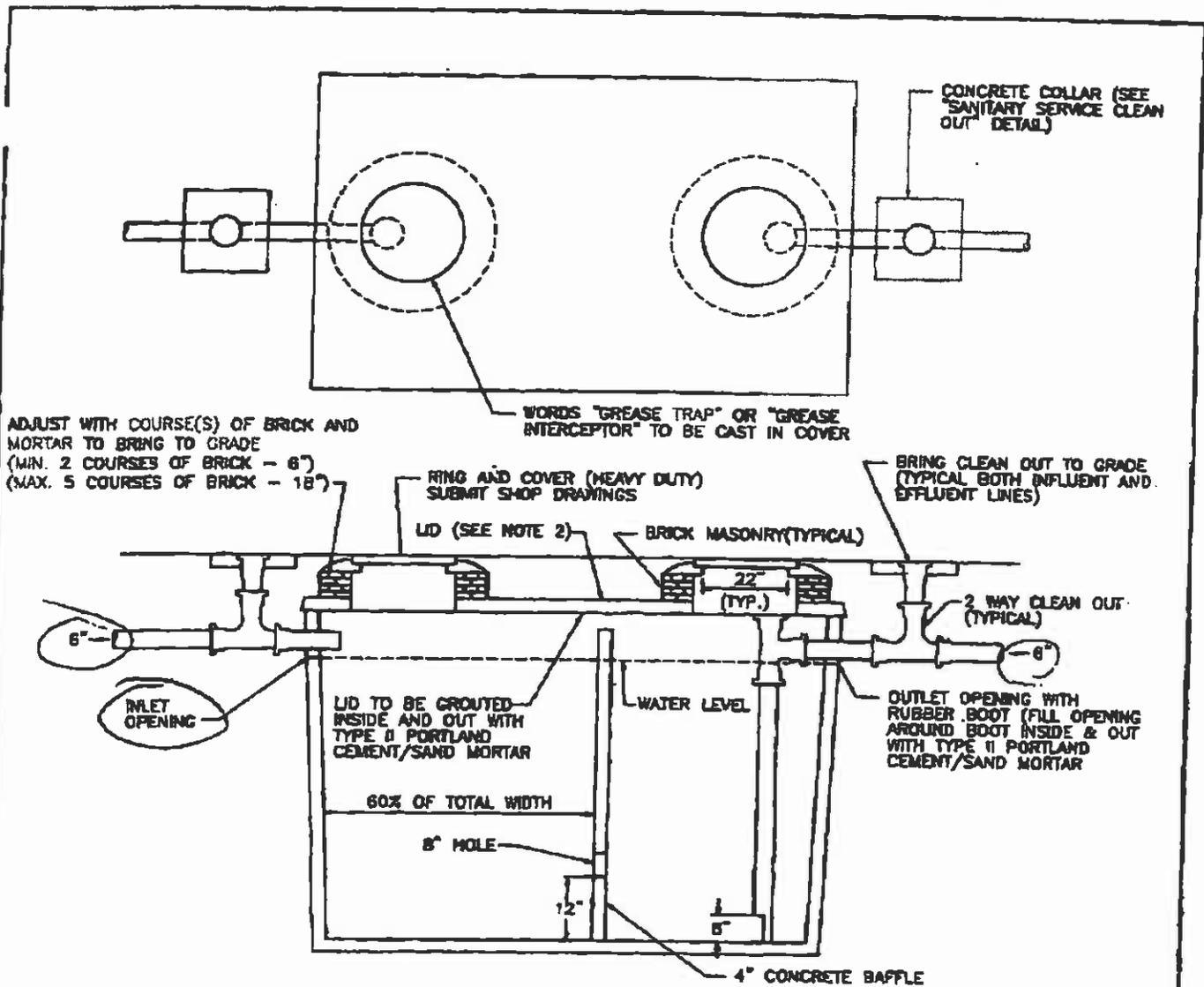
In the event of litigation to enforce the terms of this contract, the prevailing party shall be entitled to reasonable attorney, fees and costs including an appeal.

An unpaid balance over thirty (30) days of completion will accumulate a late fee at 21.7% annual percentage rate, 1.808% monthly periodic rate on unpaid balance.

Owner/Contractor Signature

Title

Date



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. SHOP DRAWINGS FOR PRECAST TANKS SHALL BEAR THE FOLLOWING STATEMENT: THIS CONCRETE STRUCTURE MEETS OR EXCEEDS ALL THE REQUIREMENTS FOR GREASE INTERCEPTORS/SEPTIC TANKS AS IN THE FLORIDA ADMINISTRATIVE CODE, CHAPTER 10D-6 AND 64E-6, AND SUA "SPECIFICATIONS AND STANDARDS". THE SHOP DRAWINGS (3 COPIES MINIMUM) SHALL THEN BE SIGNED AND SEALED BY THE ENGINEER OF RECORD AND FORWARDED TO SUA FOR APPROVAL.
2. LID TYPES:
 - A) 4" REGULAR LID
 - B) 8" TRAFFIC BEARING LID
3. ALL PIPING SHALL BE SOLVENT WELD PIPE.
4. ALL TANKS IN TRAFFIC AREA SHALL BE H20 WHEEL LOAD BEARING.
5. INSPECTION OF TANK REQUIRED BY SUA PRIOR TO PLACEMENT.
6. INSPECTION OF TANK REQUIRED BY SUA AFTER TANK IS PIPED.
7. TANKS IN SERIES SHALL HAVE BAFFLE IN LAST TANK ONLY.

Grease Trap

SEACOAST UTILITY AUTHORITY
CONSTRUCTION STANDARDS AND DETAILS

DATE APPROVED:
May 28, 2008

DRAWING No. 59

Town of Lake Park, Florida

535 PARK AVENUE - LAKE PARK, FL 33403

CALL INSPECTIONS IN BEFORE 4 P.M. TELEPHONE: (561) 881-3318 OR (561) 881-3320. 09-000088

COMMUNITY DEVELOPMENT DEPARTMENT OFFICE HOURS: 8:30 A.M. — 5:00 P.M.

Permit #: 09-000088	Issued: 3/05/2009	Address: 846 PARK AVENUE Lake Park, FL
Permit Type: PLUMBING		Township: 42 Range: 43
Class of Work: New Installation		Lot(s): 21 - 24 IN Block: 6 Section: 20
Proposed Use: Park Avenue Downtown Dist.		Book: 23017 Page: 1942
Sq. Feet:	Est. Value:	Subdivision: Retail
Cost: 2,125.00	Total Fees: 60.00	Parcel Number: 36-43-42-20-01-006-0210
Amount Paid: 60.00	Date Paid: 2/12/2009	

Name: CULPEPPER PLUMBING Addr: 766 PIKE ROAD WEST PALM BEACH, FL 33411 Phone: (561)478-7878 Lic: CFC032568	Name: BATHO TRUST P AVE LLC Address: 732 LAKE OSBORNE TERRACE LAKE WORTH, FL 33461 Phone: (561)582-1252
---	--

Work Desc: UNITS # 846-850: INSTALLATION OF 1250-GALLON GREASE INTERCEPTOR AND CONNECTION TO EXISTING SANITARY SEWER.
NOTE: SEE ATTACHED PLAN FOR NOTE FROM SEACOAST REGARDING FEES.

BUILDING PERMIT FEE	60.00		
---------------------	-------	--	--

UNDERGROUND PLUMBING FINAL			
----------------------------	--	--	--

POST THIS PERMIT OUTSIDE VISIBLE FROM THE STREET. NO CONSTRUCTION WORK: 7 P.M. TO 7 A.M. FOLLOWING DAY, SUNDAYS, HOLIDAYS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OF WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER THE WORK IS STARTED.

THEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THAT SAME TO BE TRUE AND CORRECT. ALL PROVISIONS, DELAYS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR OTHERWISE. I HEREBY AUTHORIZE TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER ORDINANCES GOVERNING CONSTRUCTION.

NO DAMAGE TO PUBLIC OR PRIVATE PROPERTY THAT MAY OCCUR DURING THE CONSTRUCTION. I AM THE PROPERTY OWNER

FILED. PERMITS SECTION 60.00.

[Signature]
CONTRACTOR'S AUTHORIZED AGENT

Mike Crisafulle

3/5/09

APPROVED BY _____ DATE _____

**TOWN OF LAKE PARK
BUILDING PERMIT APPLICATION**

(Please Print)

PCN #: 36-43-42-20-01-006-0210 Permit # 09-000088
 Owner's Name BATHO TRUST PAVE LLC (JOHN ALEXANDER BATH) Owner's Phone # _____
 Owner's Address 732 LAKE OSBORNE TERR. Cell # _____
 City LAKE WORTH State FLORIDA Zip 33461
 Contractor's Name CULPEPPER PLUMBING Phone # 561-478-7878
 Contractor's Address 766 PIKE ROAD Cell # 324-0419
 City WEST PALM BEACH State FLORIDA Zip 33411
 Job Address 846-850 PARK AVENUE LAKE PARK, FLORIDA
 SINGLE FAMILY _____ DUPLX _____ MULTI-FAMILY _____ RETAIL OFFICE _____ INDUSTRIAL _____ HISTORIC HOME _____

DEVELOPMENT ORDER YES _____ NO DATE ISSUED _____ EXPIRES _____

ESTIMATED VALUE OF CONSTRUCTION \$ 2125⁰⁰

DESCRIPTION OF WORK: INSTALLATION OF 1250 GALLON GREEN INTERCEPTOR AND CONNECTION TO EXISTING SANITARY SEWER

Applicant is hereby required to obtain a permit to do work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all codes, laws, rules, and regulations governing construction in this jurisdiction. I understand that a **SEPARATE PERMIT** must be secured but not limited to: **ELECTRICAL, PLUMBING, ROOFING, SIGNS, WELLS, POOLS, WINDOWS, DOORS, WATER HEATERS, GENERATORS, AND AIR CONDITIONING WORK, ETC.**

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable codes, laws, rules, and regulations governing construction and zoning.

A NOTICE OF COMMENCEMENT IS REQUIRED WHEN BUILDING PERMIT IS ISSUED. A NOTICE OF COMMENCEMENT IS NEEDED WHEN THE VALUE OF CONSTRUCTION EXCEEDS \$2,500.00, AND A NOTICE OF COMMENCEMENT IS NEEDED WHEN A MECHANICAL PERMIT EXCEEDS \$7,500. A NOTICE OF COMMENCEMENT MUST BE RECORDED AT THE PALM BEACH COUNTY COURTHOUSE AND THE ORIGINAL GIVEN TO THE TOWN OF LAKE PARK.

[Signature] 2/12/09 Sammy D. Culpepper
 Signature of Property Owner or Authorized Agent Date Print Name of Property Owner or Authorized Agent

STATE OF FLORIDA
COUNTY OF PALM BEACH

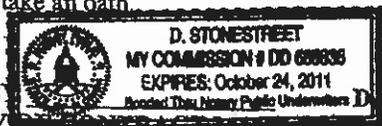
The foregoing instrument was acknowledged before me this 12 day of Feb, 2009, by SAMMY D. CULPEPPER who is personally known to me or who has produced _____ As identification and who did not take an oath.

[Signature] 2/12/09 SAMMY D. CULPEPPER
 Signature of Contractor Date Print Contractor's Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of Feb, 2009, by SAMMY D. CULPEPPER who is personally known to me or who has produced _____ As identification and who did not take an oath.

APPLICATION APPROVED BY [Signature] Notary Public
 A COPY _____ DATE 2/12/09
 A COPY _____ MUST BE PROVIDED BY CONTRACTOR



Community
FEB 12 2009
Palm Beach County

NOTE: This permit VOID after 180 days UNLESS the work which is covered has commenced. All Contractors must have valid State Certification or County Competency plus County and City Occupational Licenses prior to obtaining a permit.

ANY CHANGE IN BUILDING PLANS OR SPECIFICATIONS MUST BE RECORDED WITH THIS OFFICE.

ANY WORK NOT COVERED ABOVE MUST HAVE A VALID PERMIT PRIOR TO STARTING.

IN CONSIDERATION OF GRANTING THIS PERMIT, THE OWNER AND BUILDER AGREE TO ERECT THIS STRUCTURE IN FULL COMPLIANCE WITH THE BUILDING AND ZONING CODES.

TYPE OF CONSTRUCTION

OCCUPANCY TYPE _____
 ROOF TYPE _____
 FENCE TYPE _____
 AREA SQUARE FEET _____
 FLOOD ZONE _____
 BASE FLOOD ELEVATION _____
 FINISHED FLOOR ELEVATION _____
 NUMBER OF STORIES _____
 NUMBER OF UNITS _____
 PARKING SPACES REQUIRED _____
 PARKING SPACES PROVIDED _____
 NUMBER OF BEDROOMS _____
 NUMBER OF BATHROOMS _____

Radon Fee _____
 BCAIF _____
 SUB-TOTAL \$ _____

VALUATION	FEE
Site Improve.	_____
Building	_____
Electrical	_____
Mechanical	_____
Plumbing	2/25 60.00
Roofing	_____
Sewer	_____
Drainage	_____
Excavation	_____
Landscaping	_____
Paving	_____
Sign	_____
Windows	_____
Doors	_____
Generators	_____

Received by: OTC Date 2/12/09

Sub-Total \$ _____
 Total \$ 60.00
 Less Plan Filing Fee \$ _____
TOTAL AMOUNT DUE \$ -0-

RECEIPT NUMBER A089230
 DATE ISSUED _____

RECEIPT NUMBER _____
 DATE ISSUED _____

ISSUANCE OF THIS PERMIT DOES NOT AUTHORIZE VIOLATION OF DEED RESTRICTIONS

FEEES ARE NOT REFUNDABLE

**DEPARTMENT OF COMMUNITY DEVELOPMENT
RECEIPTS TRANSMITTAL**

DATE: 2/12/09

RECEIVED FROM: Culpepper Plumbing

CULPEPPER PLUMBING
 RECEIPT NO: A0004238 AMOUNT
 FMSD 09-000000 60.00
 BLDPR
 FMSD Contractors Fees 2.00
 CONF
 PAYMENT RECEIVED AMOUNT
 VS 4998 62.00
 TOTAL 62.00

	G/L ACCT #	AMOUNT
1. (a) BUILDING PERMIT (APPLICATION ATTACHED)	001-322.100	<u>60.00</u>
(b) SIGNAGE PERMIT (APPLICATION ATTACHED)	001-322.200	
2. CONTRACTOR'S REGISTRATION	001-316.110	<u>2.00</u>
3. PAPER COPIES	001-341.900	
4. BLUEPRINT COPIES	001-341.900	
5. RADON	001-208.300	
6. GARAGE SALE PERMIT	001-369.100	
7. SPECIAL EVENT PERMIT	001-322.500	
8. CODE COMPLIANCE		
A. ADMINISTRATIVE COSTS	001-354.110	
B. FINES	001-354.100	
C. PARKING VIOLATIONS	001-354.130	
9. PLAN REVIEW FEES		
A. SEC. 33-7 (# _____)	001-342.510	
B. DEPOSIT - PLAN REVIEW ESCROW	001-220.100	
C. PROJECT NAME: _____		
10. BUSINESS TAX RECEIPTS		
A. APPLICATION FEES (OCAFE)	001-316.120	
B. LICENSE FEES (OCCLI)	001-316.100	
C. TRANSFER FEE (OCCTF)	001-316.110	
D. BUSINESS NAME: _____		

TOTAL \$ 62.00

PERMIT CONTACT RECORD

Permit Number 09-000088

Date/Time called Contractor 3/5 3:00 (L.M.)

Spoke To _____

Outstanding Requirements Prior to Permit Issuance

Date 2/13/09

2:50 Send to Seacoast 1ST ~~RE~~
will speak to Russ about getting a set of plans stamped by Seacoast.

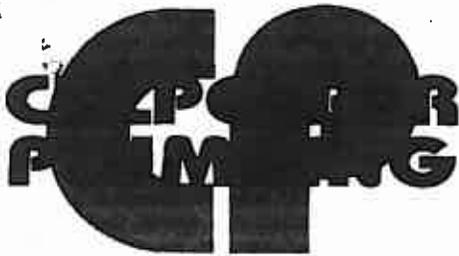
2:00 3/2/09 - Russ came to pick up plans.

1:35 3/4/09 submitted Seacoast - stamped plans

U/ground

FIRM

SEE NOTES ON PLANS
FROM SEACOST RE: (FEES)



State
 Certification
 CFC032568
 (561) 478-7878
 Fax (561) 689-4977

INVOICE 10735
 DATE 1/30/09

MAIL TO:
 766 PIKE ROAD
 WEST PALM BEACH, FL 33411

THANK YOU for your valued patronage

RATE TYPE: EXCELLENCE Quality is never an accident. It is always the result of high intention, sincere effort, intelligent direction and skillful execution. Service excellence is our commitment to you. *Jack*

Standard Price
 Member Price
 ESTIMATE
The Member Price is exclusively for Service Agreement Customers only.

NAME (JOB LOCATION):
 ADDRESS: 850 Park Space
 CITY: Lake Park STATE: ZIP:
 HOME PHONE: WORK PHONE: PO. NUMBER:
 NAME (BILL TO): *Wife's block*
 ADDRESS: 732 Lake Osborne Trl
 CITY: Lake Worth STATE: ZIP: 334
 HOME PHONE: WORK PHONE: (561) 205-7566

TASK	ESTIMATE AND PROPOSAL WE PROPOSE THE FOLLOWING	STANDARD PRICE	MEMBER PRICE	MEMBER PRICE SAVINGS
①	To Install 500 1250 Gallon Grease Trap, per nearest utility specs (1250 Gallon)			
②	To connect from stub out coming out of the building tank and from tank to lateral line in ground			
③	Includes permit			
④	Also includes rings and cover w/risers to bring to grade			
	Additional size 750 to 1250		1437	50
	Total		5336	50

WORK AUTHORIZATION PAYMENT OF THIS INVOICE / CONTRACT DUE UPON COMPLETION OF WORK

AUTHORIZATION TO PROCEED WITH PROPOSED WORK. I, the undersigned, am a owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform said work, and to use such labor and material as you deem advisable. A monthly service charge of 1 1/2% will be added after ten days. I agree to pay reasonable attorney's fees and court costs in the event of legal action or reasonable bank costs if my check fails to clear. I have read, agree to, and have received a copy of the contract. All parts will be removed from premises and discarded unless otherwise specified herein.

I hereby authorize you to proceed with the above work at the price of \$

AUTHORIZED SIGNATURE X

Total	6773	00
Deposits	569	2668
SERVICE AGREEMENT	4105	00
SUB TOTAL	2000	00
TAX	Bal on Compl	
TOTAL	\$ 2105	00

CASH AMERICAN EXPRESS VISA
 CHECK MASTERCARD DISCOVER CHARGE APPRVD BY

CREDIT CARD NO. EXPIRATION DATE

AUTHORIZATION CODE DRIVER'S LIC. NO. EXP. DATE ACCOUNT NO. CUSTOMER SERVICE REP.

ACCEPTANCE OF WORK PERFORMED. I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. I acknowledge that I have read and received legible copy of this contract and have read the Notice to Owner and statement required on contract on reverse side.

I hereby state that the above work has been performed in a workmanlike manner and to the applicable building codes.

Technician Signature _____ Date _____

ACCEPTANCE SIGNATURE X _____

Seacoast Utility Authority

Mailing Address:
P.O. Box 108002
Palm Beach Gardens,
Florida 33410-0802



IVE OFFICE

February 27, 2009

John Alexander Batho
Betty Batho
Batho Trust u/t/a and
John Stanley Batho Credit Shelter Trust
723 Lake Osborne Terrace
Lake Worth, FL 33461

Re: 846-850 Park Avenue, Lake Park, Florida

This letter is in response to your recent submittal to Seacoast Utility Authority of a property questionnaire and plans for a proposed grease trap at the above referenced property.

As noted in the property questionnaire, the proposed grease trap is for future use and as of this date no tenant has been selected to occupy this space or to utilize the grease trap.

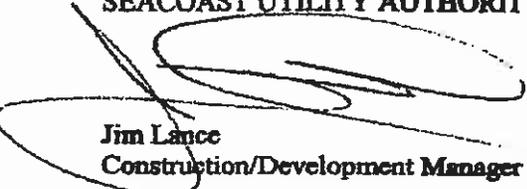
With that knowledge no connection fees will be required prior to the release of plans for the grease trap installation.

Should the use of this property change from its' current Seacoast Utility Authority's classification as a retail/office space, additional connection fees will be due. The amount of connection fees will be based on proposed use. Failure to pay connection fees when due may result in loss of future service.

Should you have any questions, please do not hesitate to call Seacoast Utility Authority.

Sincerely,

SEACOAST UTILITY AUTHORITY



Jim Lance
Construction/Development Manager

cat

cc: Rim Bishop
Bruce Gregg
John Callaghan
Dec Giles

To Betty Kasch

561-928

7878

I want to cancel the ~~Cuppper~~ contract for the grease trap originally done in conjunction with plumbing ^{contracts} for 'Life Market'. I spoke to the owner (Cecum) on

Friday Sept 4/09. He said the liability was too much to put in the grease trap without a plumbing plan for the tenant - (Seacoast Utility Authority the water company inspects the installation & gave permission to proceed without a tenant, with help from town of Lake Park Patrick Sullivan) - CRA director

Therefore please ask Calpapper Plumbing to refund my deposit minus permitting, engineering & other charges they have incurred.

I can then hire another company that will put in the grease trap. I don't want to sign a lease for 850 Park Ave without the grease trap in because of the uncertainty of the tenant can't open without it. It may take The Tenant can't open without it. T. L. P. 14 Th.

BATHO TRUST P AVE LLC
(561)215-5539

2010

TOWN OF LAKE PARK
LOCAL BUSINESS TAX RECEIPT

535 PARK AVENUE, LAKE PARK, FL 33403

THIS TAX RECEIPT EXPIRES SEPTEMBER 30, 2010

No: 04549

Date: 10/01/09

Address: 840 PARK AVE
LAKE PARK, FL 33403
Activity: RE039 RENTAL - COMMERCIAL PROP.



Tax 52.50
Penalty
Transfer

Total Paid 52.50

Issued to: BATHO TRUST P AVE LLC
732 LAKE OSBORNE TERRACE
LAKE WORTH FL 33461-5622

Anne M. Costello

A

TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS

BUSINESS TAX OFFICIAL

2010-04513

STATE OF FLORIDA
PALM BEACH COUNTY

OH-004
CLASSIFICATION

LOCAL BUSINESS TAX RECEIPT

EXPIRES: SEPTEMBER 30, 2010

BATHO TRUST P AVE LLC
BATHO JOHN

** LOCATED AT
840 PARK AVE
WEST PALM BEACH FL 33403-2402

CNTY \$27.50
PENLTY \$34.37
COLLEC \$10.00
TOTAL \$71.87

This receipt is hereby valid for the above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

COMMERCIAL RENTAL
PROPERTY

THIS IS NOT A BILL - DO NOT PAY

VALID 09/30/2009-09/30/2010
PAID. PBC TAX COLLECTOR
\$71.87 BTR 601 01952695 09/30/2009

ANNE M. GANNON
TAX COLLECTOR, PALM BEACH COUNTY

**THIS DOCUMENT IS VALID ONLY WHEN
RECEIPTED BY TAX COLLECTOR**



Certificate of Status Verification

Listed below is the current information for the entity for which you are requesting a certificate of status. If this information is what you require for certification, please press the "Continue" button. If you do not wish to continue with this certification, press your browser "Back" button or select to return to the Sunbiz home page.

Document Number	L08000112431
Corporate Name	BATHO TRUST P. AVE., LLC
State of Inc	FL
Filing Date	12/09/2008
Document Status	ACTIVE
Effective Date	N/A
Last Trans Date	N/A
Last Trans Effective Date	N/A
Last Annual Report Date	02/19/2009
Last Annual Report Year	2009
Cross Reference Name	N/A

If this is not the correct information, please hit your browsers' 'Back' button and enter another document number.

[Continue](#)

State of Florida



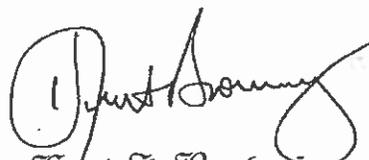
Department of State

I certify the attached is a true and correct copy of the Articles of Organization of BATHO TRUST P. AVE., LLC, a limited liability company organized under the laws of the state of Florida, filed on December 9, 2008, as shown by the records of this office.

The document number of this limited liability company is L08000112431.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Tenth day of December, 2008




Kurt S. Brotoning
Secretary of State

FILED
SEP-9 AM 8:45
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION FOR
BATHO TRUST P. AVE., LLC
A FLORIDA LIMITED LIABILITY COMPANY**

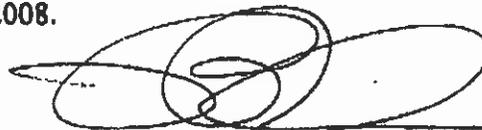
THE UNDERSIGNED, ROBERT M. ARLEN, being an authorized representative of JOHN ALEXANDER BATHO, as Trustee of the JOHN STANLEY BATHO CREDIT SHELTER TRUST under agreement dated November 4, 1987, and the BETH IRENE BATHO TRUST (also known as the BATHO TRUST) dated November 4, 1987, being all of the members of the BATHO TRUST P. AVE., LLC, and for the purpose of creating the Florida limited liability company under Chapter 608 Florida statutes, does hereby execute these Articles of Organization and would state:

1. **Name:** The name of the limited liability company is BATHO TRUST P. AVE., LLC.
2. **Principal Office:** The mailing address and street address of the principal office of the limited liability company is 732 Lake Osborne Terrace, Lake Worth, FL 33461.
3. **Registered Agent and Office:** ROBERT M. ARLEN is hereby appointed as registered agent for the limited liability company. His office address is 110 E. Atlantic Avenue, Suite 330, Delray Beach, FL 33444. The signature and acceptance appears below.
4. **Manager:** This is a Manager (MGR) Managed LLC. The name and address of the initial manager (MGR) is:

John Alexander Batho
732 Lake Osborne Terrace
Lake Worth, FL 33461

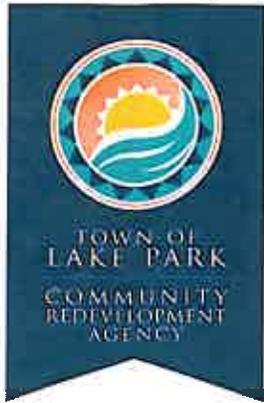
The undersigned executes these Articles of Organization and affirms under penalties of perjury that the facts stated herein are true.

Executed this 8th day of December, 2008.



ROBERT M. ARLEN, as authorized
representative of the members

TAB 6



**CRA
Agenda Request Form**

Meeting Date: December 16, 2009

Agenda Item No. *Tab 6*

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|-------------------------------------|-----------------------------|-------------------------------------|---------------|
| <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 checked="" type="checkbox"/> | Other |

SUBJECT: Business Loan request for Confusion Records LLC

RECOMMENDED MOTION/ACTION: Approval

Approved by Executive Director *W. Davis* Date: *12/9/09*

<p>Prepared By: Patrick Sullivan Community Dev Dir <i>AS</i> <i>12/3/09</i></p>	<p>Costs: \$ Funding Source: CRA Acct. #</p>	<p>Attachments: Application request</p>
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Summary Explanation/Background: Confusion Records, a retail record store has filed an application with the CRA requesting a low interest business loan. Staff recommends a loan of \$6,000. Confusion Records is located at 848 Park Avenue which is in the building that is immediately east of the Post Office. The money will be used for purchases of additional inventory and a listening station. The purpose will be to attract more business. Confusion Records has been in this location for 4 years and is well established. The owner has been in the retail record business for 20+ years. The note will be secured through a mortgage on the personal business property (inventory in this case) of the applicant. The loan will have a term of 5 years at 2% interest. Monthly payments will be approximately \$105. Staff has reviewed the request and recommends approval.

December 3, 2009

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

**BUSINESS DEVELOPMENT LOAN
APPLICATION FORM**

Application Date: 9/18/09

Project Description

Applicants Name: John Clements Title: owner
Applicants Address: 121 Castlewood, North Palm Bch, FL
Telephone: 848-1882 Fax: _____
Email: noggy999@yahoo.com

Location of the Business: 848 Park Ave, Lake Park
Property Control Number: 36-43-42-20-01-006-0200

Name of the Business: Confusion Records
Business Federal ID#: _____
Type of Ownership: sole proprietorship / LLC

Mailing Address of Ownership: 848 Park Ave
Ownership Contact Person: John Clements
Telephone: 561-848-1882 Fax: _____

Proposed Business Development Activity

see attached sheet

(Attach additional sheets if needed to fully describe)

Town of Lake Park, Florida, Community Redevelopment Agency

Contact Person: Jennifer Springer Title: CRA economic director
Mailing Address: _____

PROPOSED BUSINESS DEVELOPMENT ACTIVITY

- 1). UPGRADE STOCK OF CD'S AND LP'S (RECORDS)
- 2). THREE LISTENING STATIONS
- 3). ADD MUSICAL EQUIPMENT – GUITARS AND AMPS
- 4). GUITAR LESSONS
- 5). EXPANSION TO ADJOINING STORE SPACE

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In order to attract more musically savvy traffic and compete with large firms like Best Buy who stock new vinyl LPs (records), I would order 500 new LPs by such artist as Preservation Hall Jazz Band and Alicia Keyes, bypassing the same titles as they carry. Also included would be new and upgraded releases by the Beatles and Marvin Gaye for buyers leaning toward nostalgia , but also new groups such as Green Day. Most new LPs trend higher in price than CDs because often it takes two records to fit onto one CD. Because of this manufacturers add posters, a free CD or download code, gatefold sleeves and booklets making it extremely attractive to buyers wishing to document their favorite artist. Most LPs are \$ 16.00 my cost and retail for \$ 21.00 to \$ 30.00. It is generally agreed among musicians and critics that LPs simply sound better and this is the main reason for their lasting appeal

To facilitate more sales I would install three Technics SL-1210M5G turntables as listening stations priced at \$ 899 each. These would involve headphones giving more insight to customers as to how the record sounds before they make the decision to buy. There would be fewer returns and happier customers.

To synchronize with the art theme of the historic Lake Park downtown district , the shop would carry a line of Gibson guitars economically suited for our times ,budgeted for everyone from the novice to the professional. These include brand new 2009 models the Gibson Les Paul Standard 002, the Les Paul Custom Electric 1957 Reissue Goldtop, the Zakk Wylde Signature, the Custom SG black color 3 pickup, the Les Paul Custom 68 Reissue Triburst, the Red Apertured left handed guitar, the Les Paul Supreme, and the Gibson Hummingbird. All retail between \$350.00 to \$375.00 with my cost between \$225.00 to \$275.00.amplifiers could also be available.

I am also considering offering guitar lessons.

If said expansion comes to fruition I would be required to perhaps expand to another unit. Negotiations pending.

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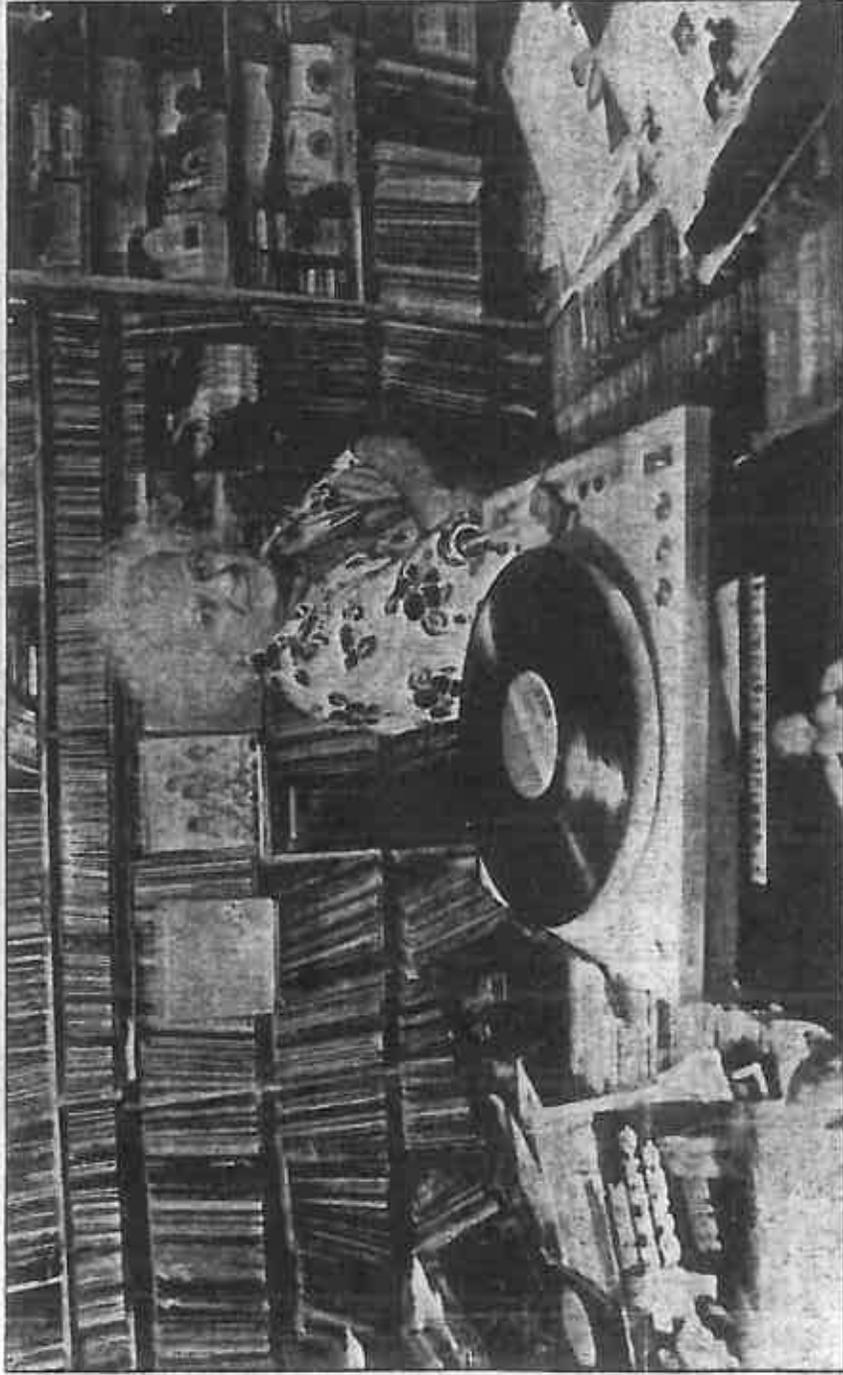


Photo by CHRIS JETTEL

John Clements, 57, owns Confusion Records, one of the few stores in Palm Beach County trading in used vinyl records.

Discs. Platters. Vinyl. Stacks of wax.



John Clements never got the memo about changing technologies.

He's got 25,000 LPs in his cluttered record store in Lake Park, and wouldn't have it any other way.

By SCOTT EYMAN
Palm Beach Post Staff Writer

It sounds like the Kinks filtering through the door. Yeah, definitely the Kinks. But that great, throbbing low end suggests it's not a CD, and, sure enough, it's not.

LPs, wax, vinyl, records — you know, those shiny black discs that people listened to for 30-odd years until they were replaced by shiny aluminum discs, which in turn have been replaced by downloads.

John Clements has about 25,000 of those pressed concoctions at Confusion Records in Lake Park.

Just like in *High Fidelity*, Nick Hornby's hilarious novel about a used record store as a home for overage adolescents, Confusion is in some disarray, by which I mean you often have to gingerly step over piles of stuff in order to look at the piles of stuff containing the stuff you're interested in.

There are VHS tapes and, somewhere under the piles, even some laser discs. And there is every Johnny Depp figurine ever made, because, according to Clements, "He took the place of David Bowie."

Clements, 57, has been running a used record store for 20 years, initially in Stuart, the last three years in Lake Park. The high point of his Stuart sojourn came when Dan Marino walked in to kill some time and checked out all the Motown discs. The high point of the Lake Park period hasn't happened yet.

Clements' infatuation with obsolete technologies began in Gainesville, where he was an English major who enjoyed hanging around

Confusion Records' rarest records

- *Yesterday and Today* by the Beatles (\$600)
- *Miles Davis at the Fillmore West* — Japanese pressing (\$49)
- John Coltrane: *Ballads* (\$40)
- Paul McCartney's *Liverpool Oratorio* two-record box set sealed (\$60)
- Frank Zappa's *Freakout* (\$60)

the local record stores that circled the campus, especially one place that specialized in cut-outs. He kept his hand in collecting music when he was an English teacher in the Martin County school system, and began buying and selling at flea markets.

"You sell a lot of heavy metal at flea markets," he says. "At a store, no. Bikers don't go into stores. They're a substrata. Kiss fans don't collect anything other than Kiss. It's specialized, you know?"

When he first opened his store, it seemed like Clements might have to go back to teaching, because vinyl was giving every indication of rigor mortis. "It was just me and the hip-hoppers," says Clements.

But something strange happened. Vinyl just refused to go away. "They tried to push LPs head under the water, but the baby wouldn't die" is the way Clements puts it. Aside from nightclub DJs who want discs to scratch on the turntable — Clements regards the practice as the cultural equivalent of rape and dismemberment — there are still Luddites out there who would rather have *The White*

Albums on vinyl

For musicians, too, vinyl has an aura of romance. There's a batch of new classical LPs that have been recently released at \$45 apiece, and hip bands like Coldplay, Radiohead and Wilco do small-run, pricey custom pressings of their new music.

You might think that most of Clements' customers are late middle-aged men with ponytails looking for alternate versions of *Planet Waves*, but Clements says that most of them — 70 percent — are kids.

"They're serious. They're going off to New York to start a band, or studying filmmaking."

The high-ticket items, on the other hand, usually go to the older demographic. "I had the city manager of Miami Gardens buy the Velvet Underground banana record for \$250." That sounds high, but so does *Yesterday and Today* album by the Beatles with the original grisly jacket of dismembered dolls — in stereo! — which Clements has on sale for \$600.

"John's an old-style record dealer," says Zane Hurley, a teacher at the Bak School of the Arts, who's been buying eclectic alt rock from Clements since 1985. "There's not a lot of organization, so you just sift through things. You can flow through a lot of music you wouldn't

See VINYL, 3D ▶



IF YOU GO

Confusion Records,
848 Park Ave., Lake Park.
Open noon to 8 p.m. seven days a week.
(561) 848-1882.