

AGENDA

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

James DuBois	—	Chair
Kendall Rumsey	—	Vice-Chair
Christiane Francois	—	Board Member
Steven Hockman	—	Board Member
Jeanine Longtin	—	Board Member
Sue-Ellen Mosler	—	Board Member
Tim Stevens	—	Board Member
.....		
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. **PUBLIC COMMENT**

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

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

Consent Agenda Items Recommended For Approval:

- | | |
|---|-------|
| 1. CRA Board Meeting Minutes of January 4, 2012 | Tab 1 |
| 2. Renewal of Intergovernmental Consultant (Lobbyist) Agreement | Tab 2 |

G. **DISCUSSION AND POSSIBLE ACTION:**

- | | |
|--|-------|
| 3. Discussion Regarding Outsourcing CRA Management | Tab 3 |
|--|-------|

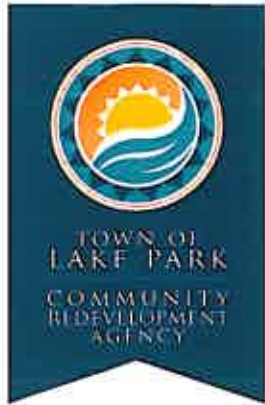
H. **BOARD MEMBER COMMENTS**

I. **EXECUTIVE DIRECTOR COMMENTS**

J. **ADJOURNMENT**

Consent Agenda

TAB 1



**CRA
Agenda Request Form**

Meeting Date: February 1, 2012

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 January 4, 2012

RECOMMENDED MOTION/ACTION: To approve the CRA Meeting Minutes of January 4, 2012

Staff Signature *Shaw Canada* Date: *1/12/12*
 Approved by Executive Director *W. Davis* Date: *1/26/12*

Prepared By: Vivian Lemley, Agency Clerk	Costs: \$ 0 Funding Source: Acct. #	Attachments: CRA Agenda Exhibits A
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Summary Explanation/Background:



AGENDA

Community Redevelopment Agency Meeting
 Wednesday, January 4, 2012, 6:30 pm
 Lake Park Town Hall
 535 Park Avenue

James DuBois	—	Chair
Kendall Rumsey	—	Board Member
Steven Hockman	—	Board Member
Jeanine Longtin	—	Board Member
Tim Stevens	—	Board Member
Christiane Francois	—	Board Member
Sue-Ellen Mosler	—	Board Member
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Consent Agenda Items Recommended For Approval:

- | | |
|---|-------|
| 1. CRA Board Meeting Minutes of December 7, 2011 | Tab 1 |
| G. <u>DISCUSSION AND POSSIBLE ACTION:</u> | |
| 2. Interest on Delinquent TIF (PowerPoint Presentation) | Tab 2 |
| 3. Outsourcing CRA Management | Tab 3 |
| 4. Discussion of 800 Park Avenue | Tab 4 |
| 5. CRA Advisory Committee | Tab 5 |
| H. <u>BOARD MEMBER COMMENTS</u> | |
| I. <u>EXECUTIVE DIRECTOR COMMENTS</u> | |
| J. <u>ADJOURNMENT</u> | |



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board Meeting
Wednesday, January 4, 2012, 6:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met on Wednesday, January 4, 2012 at 6:30 p.m. Present were Chair James DuBois, Vice-Chair Kendall Rumsey, Board Members Steven Hockman, Jeanine Longtin, Tim Stevens, and Christiane Francois, Executive Director Maria Davis, and Agency Clerk Vivian Lemley. Board Member Sue-Ellen Mosler was absent.

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

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Moved item number 4, Discussion of 800 Park Avenue, as the first Discussion and Possible Action item.

Motion: A motion was made by Board member Longtin to approve the Agenda as amended; Board member Francois made the second.

Vote on Motion:

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

Motion passed 6-0

Public Comment:

None

CONSENT AGENDA:

CRA Board Meeting Minutes of December 7, 2011

Motion: A motion was made by Board Member Hockman to approve item 1 on the Consent Agenda; Board member Francois made the second.

Vote on Motion:

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

Motion passed 5-1

DISCUSSION AND POSSIBLE ACTION:

Discussion 800 Park Avenue

Executive Director Davis explained that there are very specific restriction options with the Bond loan that was taken to pay off the 800 Park Avenue building. She explained that there were two options that the Board can decide between. She stated that option one was to sell the building, and option two was to lease the building for a nominal fee. She explained that if they decided to lease the building that it must remain a government owned building. She explained that if they choose to sell the building the loan balance of approximately \$340,000 plus a pre-payment penalty of \$95,000 would have to be paid. She explained that if the building is sold that the proceeds from the sale cannot be used to fund operational costs, and that the funds must be used for capital expenditures. She stated that she has received a great deal of interest for the building from both a leasing prospective and an acquisition prospective. She asked the Board for direction.

The Board discussed the 800 Park Avenue building and the loan restrictions and came to consensus to continue the discussion to the next meeting and directed staff to bring back some proposals from the prospective organizations.

Interest on Delinquent Tax Increment Finance (TIF) PowerPoint Presentation

Finance Director Anne Costello presented a PowerPoint Presentation regarding the interest on delinquent TIF as shown in exhibit A.

The Board discussed the delinquent TIF and came to consensus to begin discussion on outsourcing the CRA management before making a decision as to paying back the interest on the delinquent TIF.

Outsourcing CRA Management

Vice-Chair Rumsey explained he would like the Board to have a general discussion regarding outsourcing the CRA management. He stated that he agrees with a comment that Board Member Longtin has made several times, which is that government does not run business well. He explained that he has conducted research on outsourcing management companies and contacted Pompano Beach and the organization they use. He noted that the same management company also redeveloped Delray Beach.

The Board discussed outsourcing the CRA management and came to consensus to continue the discussion to the next meeting by inviting Mr. Brown, of Redevelopment Management Associates, to come to the meeting.

Chair DuBois wanted to make sure it was clear that Mr. Chris Brown would not be paid and is being invited as a guest to assist the Board in these deliberations. The Board concurred.

Chair DuBois recommended that Mr. Brown be asked before the meeting what areas he thinks the CRA should be focusing and provide input on the potential cost of a third party providing this service. The Board concurred.

Board Member Longtin asked if the discussion regarding the delinquent TIF would now resume.

Chair DuBois stated comments, questions or action on the delinquent TIF would be appropriate at this time.

Motion: A motion was made by Board Member Longtin to decrease the interest rate on the TIF repayment from 12% to 6%. The motion failed due to a lack of a second.

CRA Advisory Board

Chair DuBois explained that a committee is needed in order to include the stakeholders in the CRA in the conversation regarding the direction of the CRA.

Public Comment:

1. *Richard Ahrens, 1461 Kinetic Rd.* – spoke in support of the creation of the CRA Advisory Board and that it would allow for the business owners in the CRA to participate on a greater level.

Public Comment Closed.

Chair DuBois explained that the majority of stakeholders in the CRA are not eligible to vote on the membership of the City Commission and thus the majority of the membership of the Board. He noted he is interested in hearing the business owners' thoughts and ideas regarding the CRA.

Vice Chair Rumsey advised he is in favor of a CRA Advisory Board.

Board Member Hockman recommended a monthly meeting and that the Commission not be involved. He recommended that the Economic Development Director run the meetings and bring items before the Advisory Board for discussion. He noted that all the business owners need to be involved and this needs to be a place where they can voice their opinions and ideas.

Board Member Francois stated she remembered the Lake Park Business Owners Association meetings were very productive. She noted that a regular meeting of business owners would be positive for the CRA.

Motion: A motion was made by Board Member Francois to create a CRA Advisory Board and to direct staff to bring back an organizational proposal for approval; Vice Chair Rumsey made the second.

Board Member Stevens asked for clarification on the motion.

Chair DuBois clarified that the motion is to create the CRA Advisory Board and direct staff to bring back an organization proposal for approval.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler			Absent
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens	X		

Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 6-0

COMMENTS BY BOARD MEMBERS AND EXECUTIVE DIRECTOR

Board Member Hockman none.

Vice-Chair Rumsey none.

Chair DuBois none.

Board Member Stevens stated that the CRA needs an austerity budget and plan. He stated that the closing of the Art Studio and Gallery will save the CRA \$86,000.

Board Member Longtin stated that she still has not received answers regarding the Community Development Corporation (CDC). She asked Mr. Richard Ahrens to fix his building. She asked when was the CRA Board agenda packet uploaded to the website.

Executive Director Davis stated that it was uploaded on Friday.

Board Member Francois wished everyone a good New Year. She stated that she has heard comments that Park Avenue looks nice.

Executive Director Davis wished everyone a Happy New Year.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Stevens and seconded by Board Member Hockman, and by unanimous vote, the meeting adjourned at 8:16 p.m.

Chair, James DuBois

Agency Clerk, Vivian Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

Exhibit A

Community Redevelopment Agency



Budget Review
January 3, 2012

Adopted Budget FY 2012



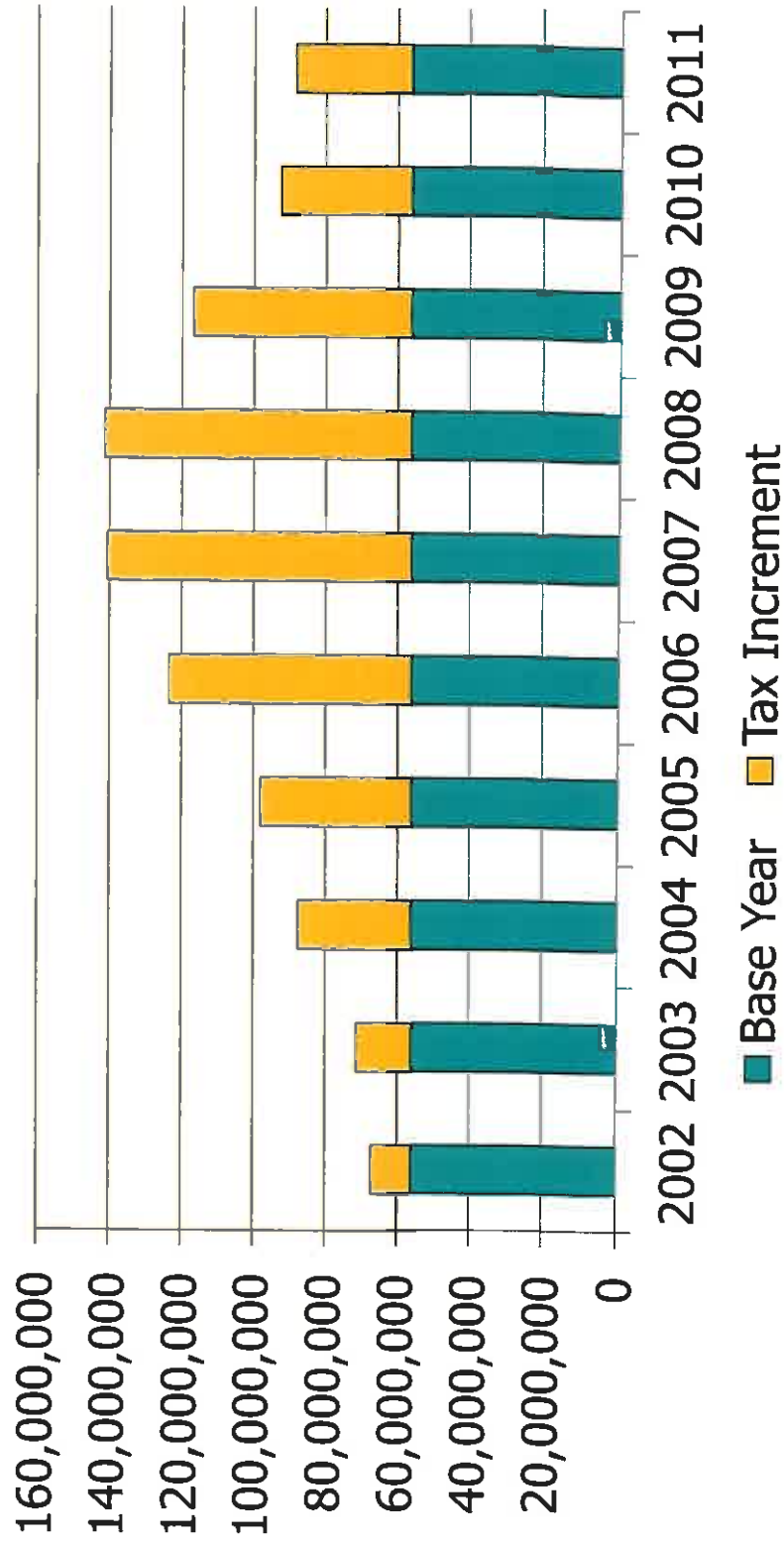
Values and Tax Increments

Revenue

Expenditures



Tax Increment – What is it?





How is the TIF Calculated?

- Current year value 88,218,721
- Minus Base year (56,070,754)
- Tax Increment 32,147,967

- Tax Increment Funds? How are they determined?



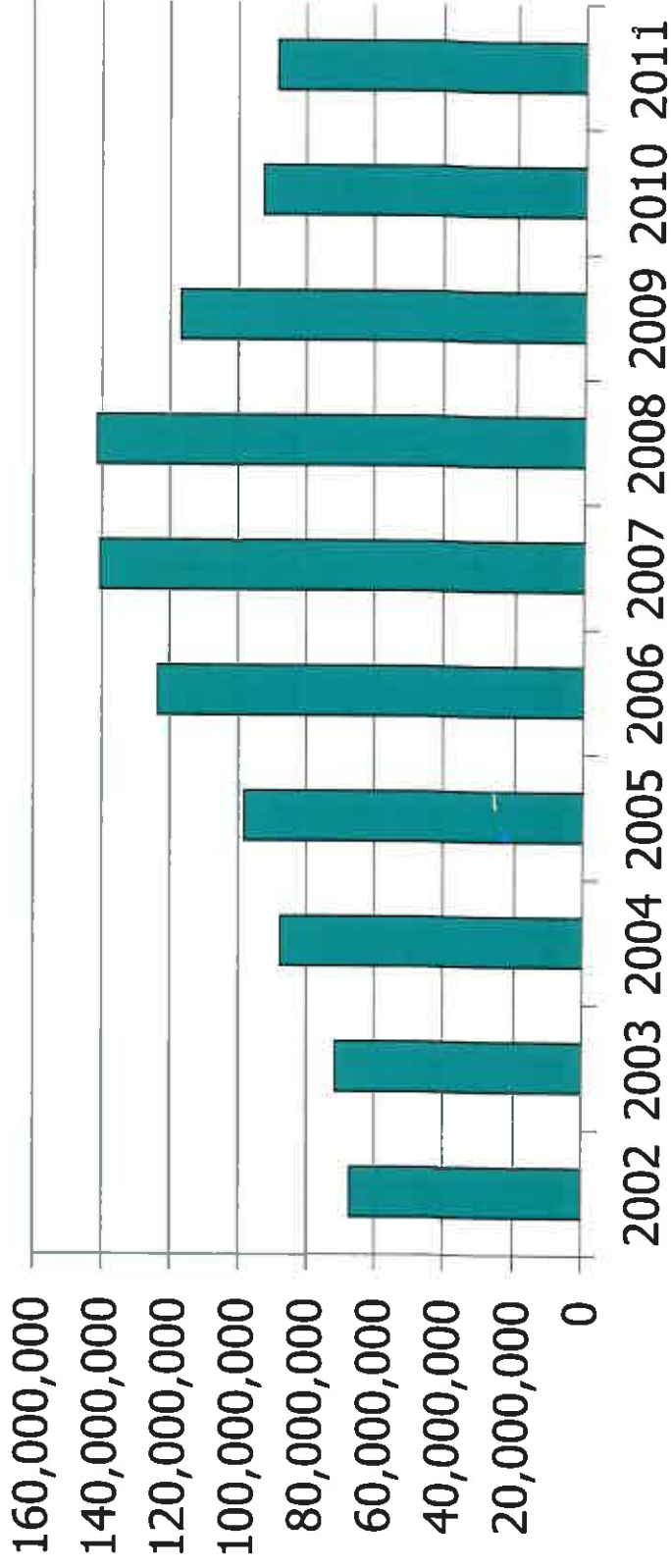
TIF Calculation Continued...

- Tax Increment $32,147,967 /$
 $\underline{1,000}$
- Divided by 1000 $32,147$
- Mult. by 95% $\times \underline{.95}$
- = Value of 1 Mill $30,540$
- x Tax Rate (Millage Rate) $\times \underline{8.5083}$
- Tax Increment Funds (TIF) $\underline{259,850}$

Taxable Values in CRA Area Last 10 Years



Taxable Value





Comparison of Values

2010 Value	\$ 92,402,211
2011 Value	\$ 88,218,721
Decrease	\$ 4,183,490

4.5% Decrease in Taxable Value



Revenue

■ 1999 Base Year Value	\$ 56,070,754
■ 2011 Taxable Value	\$ 88,218,721
■ Tax Increment	\$ 32,147,967
■ Town Tax Increment Funds	\$ 259,850
■ County Tax Increment Funds	\$ <u>146,025</u>
■ Total Tax Increment Funds	\$ 405,875



Revenue – continued...

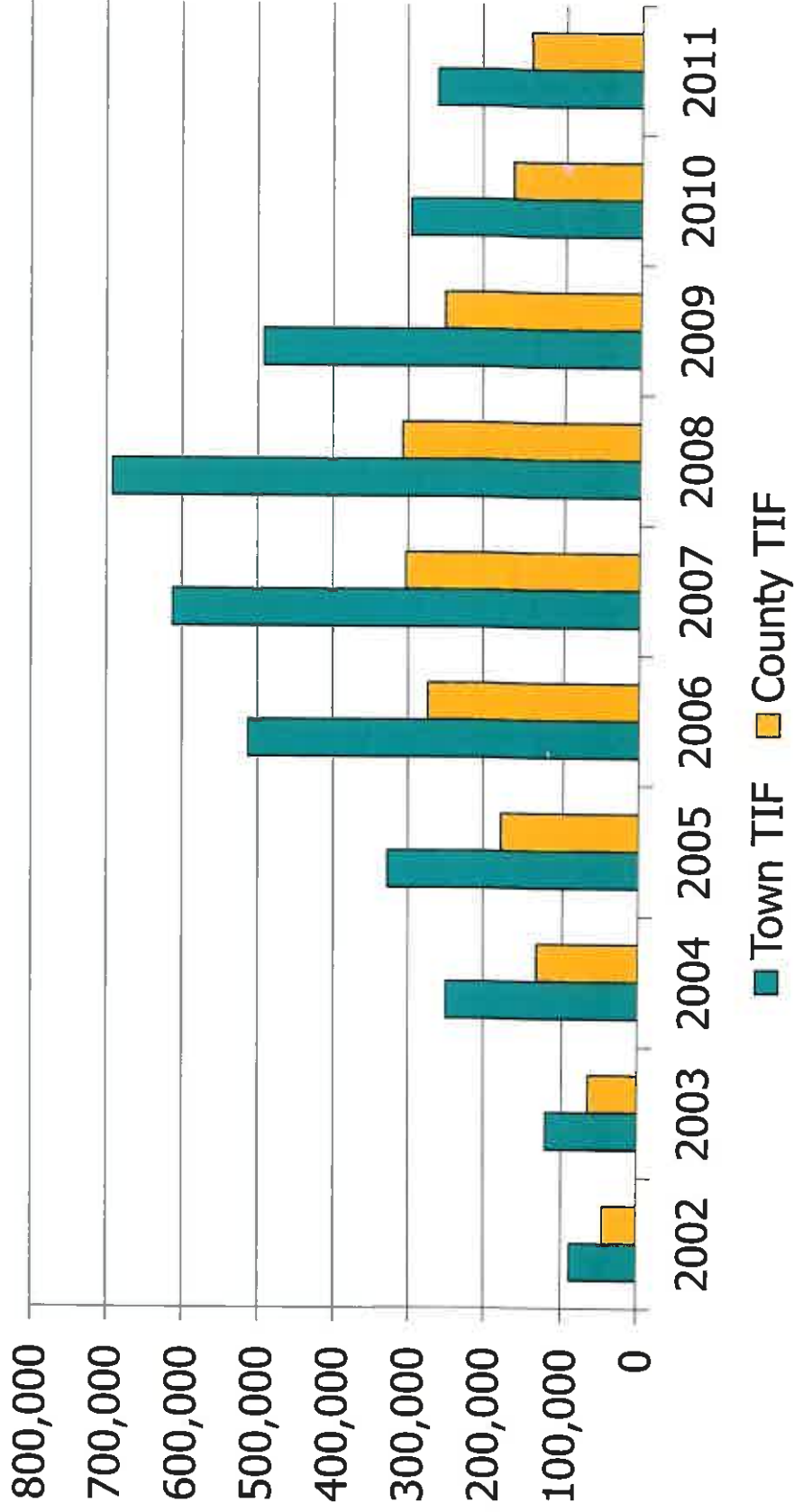
■ Total Tax Increment Funds	\$	405,875
■ Interest on Bus. Dev. Loans	\$	2,900
■ Balance Brought Forward	\$	91,110
■ Payment of Delinquent TIF	\$	<u>500,000</u>
■ Total Revenue	\$	<u><u>999,885</u></u>



Tax Increment Funds FY 2011 vs. FY 2012

TIF	FY 2011	FY 2012	DIFF	% chg.
TOWN	295,600	259,850	(35,750)	-12.1%
COUNTY	165,050	146,025	(19,025)	-11.5%
TOTAL	460,650	405,875	(54,775)	-11.9%

History of Tax Increment Funds (TIF)





Expenditures



Expenditures

CRA Positions

- Economic Dev. Dir. FT \$76,529
- Project Manager 25 hrs/wk \$43,526 ^{no} _{benefits}
- FICA & Benefits \$22,917

Total Budgeted for CRA Positions \$142,972



Shared Positions w/General Fund

■ Grants Writer	50%	\$35,003
■ Recreation Director	50%	\$30,908
■ Comm. Dev. Director	20%	\$12,895
■ Planner	10%	\$ 3,447
■ Code Comp. Officer	10%	\$ 3,499
■ FICA & Benefits		<u>\$28,487</u>

Total Budgeted for Shared Positions \$114,239

*54,150
2000*



Expenditures – continued...

- Professional Services \$ 13,500
 - Lobbyist – 50%
- Professional Services – Town Attorney \$ 2,000
- Contractual Services \$104,020
 - Landscape Maintenance Contract \$92,500
 - Holiday Decorations \$ 6,000
 - Custodial Services \$ 3,120
 - Telvue Bulletin Board for Ch. 18 \$ 2,400



Expenditures – continued...

- Contract Services PBSO \$ 112,350
 - Cost of One Deputy for CRA District

- Administrative Fee to General Fund \$ 72,050
 - Detail Follows on Next Slide



Expenditures - continued...

■ Administrative Fees to General Fund		
• Town Commission	2%	\$ 1,603
• Town Manager	10%	\$25,729
• Town Clerk	5%	\$ 7,641
• Information Tech.	7.5%	\$10,477
• Finance	4%	\$20,650
• PW Administration	3.5%	<u>\$ 5,948</u>
Total		\$72,050



Expenditures - continued...

- Travel & Training \$ 180
- Telephone \$ 1,500
 - Office Phone, FAX, Internet Access
- Postage \$ 1,000
 - General Mailings
- Utilities \$14,300
 - Irrigation, Electric for Pumps & CRA Office



Expenditures – continued...

- **Repair & Maintenance** \$ 5,000
 - Repairs of Downtown Infrastructure
 - Repairs to Paver Bricks, Sidewalks
- **Printing** \$ 3,000
 - Promotional Flyers for Events
- **Promotional Activity** \$ 1,500
 - Tree Lighting Festival



Expenditures – continued...

- Office Supplies \$ 1,000
- Operating Expenses \$ 2,000
 - Street Light Replacements
 - Holiday Lights and Decorations
- Gasoline & Diesel Fuel \$ 750
 - Economic Dev. Director and Project Manager



- **Memberships & Dues** \$ 2,525
 - Business Development Board \$1,000
 - NPB Chamber of Commerce \$ 640
 - FL Redevelopment Association \$ 695
 - State of FL Annual Fee \$ 175

- **Business Dev. Grant** \$40,000
 - Don Ramon's Baja Grill



Other

- **Trans. to General Fund** \$ 84,250
 - One Deputy in General Fund Contract
- **Trans. To Gen. Fd. – ILA 08 \$ 169,575**
 - Contribution for Debt Service per Inter-local Agreement (ILA)
 - Alleyway Improvement Project
 - Purchase of Foresteria Property (725)



Other – continued...

- Trans. to Gen. Fd. – ILA 09 \$ 54,795
 - Contribution for Debt Service per Inter-local Agreement (ILA)
 - Foresteria Property (711 & 761) and site demolition and restoration



Other – continued...

- Garbage & Trash \$ 555
- Solid Waste Authority Assessment
- Trans. To Gen. Fd. – ILA 09 \$ 36,530
- Contribution for Debt Service per Inter-local Agreement
 - Purchase of 800 Park Avenue Building and Renovations

*2024
p. 20*

Historical Revenue Comparison

	FY 2010	FY 2011	FY 2012	Revenue Losses
Town TIF	504,260	295,900	259,850	(244,410)
County TIF	257,215	165,050	146,025	(111,190)
Delinquent TIF	250,000	250,000	500,000	250,000
Other	22,000	51,250	2,900	(19,100)
Balance Forward	850,000	550,000	91,110	(758,890)
Total Revenue	1,883,475	1,312,200	999,885	(883,590)

Historical Expenditure Comparison

	FY 2010	FY 2011	FY 2012	Cuts
Personal Services	248,080	288,775	258,235	10,155
Operating Expenses	785,675	686,505	440,800	(344,875)
Capital Outlay	188,830	-0-	-0-	(188,830)
Programs	325,000	-0-	40,000	(285,000)
Debt Service	260,990	260,900	260,850	(140)
Gallery	74,900	76,020	-0-	(74,900)
Total	1,883,475	1,312,200	999,885	(883,590)



Operating Cuts 2010 to 2012

- Professional Services \$ 76,500
- PBSO Contract \$106,500
- R & M and Operating \$ 18,000
- R & M Sidewalks \$ 60,000
- Printing \$ 12,000
- Promotional Activity \$ 48,500
- Advertising \$ 25,000



Program Cuts 2010 to 2012

- Façade Improve. Grants \$125,000
- Bus. Development Grants \$ 35,000
- Bus. Development Loans \$125,000

Other Cuts

- Closure of Gallery \$ 74,900



Future Budget Projections

- 2013 Revenue Projections
 - Town TIF \$260,000
 - County TIF \$146,000
 - Delinquent TIF (12%) \$300,000
- Total Projected Revenue \$706,000

(Assumes that values remain flat.)

Future Budget Projections – continued...

■ Projected Revenue	\$706,000
■ Expenditures	
■ CRA Positions	\$142,972
■ Shared Positions	\$114,236
■ Admin. Fees	\$72,050
■ 1 Deputy in G.F.	\$84,250
■ Debt Service	\$260,850
■ All Other Expenses	\$325,527
■ Total Expenditures	<u>\$999,885</u>
■ Shortfall	(\$293,885)

CRA Contributions to General Fund




- Shared Positions \$114,236
- Administrative Fees \$ 72,050
- PBSO Deputy \$ 84,250
- Total Contributions \$270,536

- Tax Equivalent .6370

Additional General Fund

Offsets...



■ Landscape Maintenance	\$ 92,500
■ Operating Supplies	\$ 2,000
■ R & M	\$ 5,000
■ Utilities	\$ <u>12,000</u>
■ Total	\$111,500
■ Tax Equivalent	.2625
■ Increased Tax Rate	9.4078



Board Member Comments

TOWN OF LAKE PARK
Community Redevelopment Agency
ADOPTED BUDGET



FISCAL YEAR 2011-2012

TOWN OF LAKE PARK

ADOPTED BUDGET

CRA FUND 110

FISCAL YEAR

October 1, 2011 through September 30, 2012

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

FUND	110	FUNCTION	Community Redevelopment									
			Revenues & Expenditures									
		ACTIVITY	Actual Expenses 2008-09	Actual Expenses 2009-10	Current Budget 2010-11	Estimate for the Year 2010-11	By Department 2011-12	Proposed Budget 2011-12	Adopted Budget 2011-12			
Budget Summary												
		Revenues	1,087,880	822,848	1,312,200	1,309,375	934,170	1,001,980	999,885			
		Personal Services	223,498	283,638	340,575	338,615	287,690	260,330	258,235			
		Operating Expenses	474,224	672,739	651,232	596,415	384,290	356,550	356,550			
		Capital Outlay	1,931,431	254,159	183	4,000	-	-	-			
		Debt Service	14,249	-	-	-	-	-	-			
		Non-Operating	290,891	338,026	376,022	396,075	345,150	385,100	385,100			
		Total Expenses	2,934,293	1,548,562	1,368,012	1,335,105	1,017,130	1,001,980	999,885			
		Surplus (Deficit)	(1,846,413)	(725,714)	(55,812)	(25,730)	(82,960)	-	-			

Personnel Recap	Present	Proposed	Adopted
	Economic Development Director	100%	100%
Community Development Director	20%	20%	20%
Recreation Director	25%	50%	50%
Project Manager (25 hrs/week)	50%	50%	50%
Grants Writer	50%	50%	50%
Planner	10%	10%	10%
Code Officer	10%	10%	-
Code Officer	10%	10%	10%
Art Gallery & Studio Manager	100%	100%	-
Art Gallery Manager Assistant	100%	100%	-
	-	-	-
11/12 increment	32,144,911	Town 8,5163	County 4,8800

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2009 ACTUAL	2010 ACTUAL	2011 CURR YR BUDGET	2011 ESTIMATE FOR THE YEAR	2012 BY DEPARTMENT	2012 PROPOSED BUDGET	2012 ADOPTED BUDGET
REVENUES								
110-311.100	Ad Valorem Taxes	-	-	295,900	-	260,070	260,070	260,070
110-311.115	Ad Valorem Taxes - County	306,439	250,104	165,050	163,570	145,050	148,550	148,550
110-311.120	Ad Valorem Taxes - Delinquent	-	-	250,000	250,000	500,000	500,000	500,000
110-345.305	Art Class Supplies	-	-	-	200	200	-	-
110-345.400	Co-op Jury Fee	-	525	500	250	500	-	-
110-345.705	Co-op Commissions Earned - Art	-	754	1,000	2,830	1,000	-	-
110-345.710	Sale by Artist	-	2,378	3,000	11,485	3,000	-	-
110-345.725	Co-op Commissions Earned - Prog	-	-	-	475	500	-	-
110-345.900	Co-op Rent - Studio Space	-	2,845	18,000	7,760	12,000	-	-
110-345.910	Co-op Rent - Display Space	-	1,452	6,300	4,600	4,000	-	-
110-345.925	Co-op Fees - Art Programs	-	-	2,500	905	2,500	-	-
110-345.930	Co-op Fees - Firing Fees	-	-	-	90	250	-	-
110-345.950	Co-op Dues	-	1,320	1,100	440	1,100	-	-
110-345.955	Co-Op Associate Memberships	-	100	-	220	-	-	-
110-347.005	Festival Jury Fees	-	-	-	1,110	-	-	-
110-347.010	Beer & Wine Festival	-	1,652	-	-	-	-	-
110-347.011	Ride-in to Park	-	28	-	-	-	-	-
110-347.013	Seafood Festival	-	-	-	-	-	-	-
110-347.014	Holiday Arts & Crafts Fair	-	-	-	1,085	1,100	-	-
110-347.016	Cruise-in on Park - Jan 2011	-	-	-	8,075	-	-	-
110-347.017	Cruise-in on Park - May 2011	-	-	-	50	-	-	-
110-347.310	Entry Fee - 5K Run	-	1,146	-	25	-	-	-
110-347.320	Donations - 5K Run	-	376	-	-	-	-	-
110-347.400	Art on Park Festival - Jury Fe	-	1,530	2,000	910	-	-	-
110-347.410	Art on Park Festival - Artist	-	5,746	8,750	5,275	-	-	-
110-347.415	Art on Park Festival - Vendor	-	1,620	3,000	1,965	-	-	-
110-347.420	Art on Park Festival - Merchan	-	817	1,500	15	-	-	-
110-361.100	Interest Earnings	5,622	523	250	500	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2011 ESTIMATE				2012 BY DEPARTMENT	2012 PROPOSED BUDGET	2012 ADOPTED BUDGET
		2009 ACTUAL	2010 ACTUAL	2011 CURR YR BUDGET	FOR THE YEAR			
110-361.120	Interest Income - Bus. Dev. Loan	-	1,058	1,350	1,300	2,900	2,900	2,900
110-361.130	Sales Tax Commissions	-	20	-	75	-	-	-
110-362.110	Rent - 711 Foresteria	1,813	-	-	-	-	-	-
110-366.300	Event Sponsorship	-	-	-	400	-	-	-
110-366.310	Sponsorship - 5K Run	-	1,000	-	-	-	-	-
110-366.315	Event Sponsorship-Seafood Fest	-	-	-	500	-	-	-
110-366.320	Sponsorship - Art on Park	-	1,950	2,000	1200	-	-	-
110-369.100	Miscellaneous Revenue	-	-	-	5	-	-	-
110-369.300	Refund Prior Year Expense	500	-	-	-	-	-	-
110-381.001	Transfer from General Fund	773,506	545,904	-	294,060	-	-	-
110-389.900	Fund Balance Surplus	-	-	550,000	550,000	-	90,460	88,355
	TOTAL REVENUE	1,087,880	822,848	1,312,200	1,309,375	934,170	1,001,980	999,885
EXPENDITURES								
110-55-552-520-11000	Executive Salaries	92,837	110,823	127,525	124,725	112,125	121,990	120,350
110-55-552-520-12000	Regular Salaries	48,924	48,769	48,700	45,910	38,350	39,050	38,525
110-55-552-520-13000	Other & Part Time Salaries	46,096	52,562	43,975	44,850	46,125	46,975	46,975
110-55-552-520-14000	Overtime Salaries	-	278	-	-	-	-	-
110-55-552-520-15000	Special pay	720	684	720	720	720	720	720
110-55-552-520-21000	FICA	14,224	16,233	16,650	16,500	15,100	15,975	15,825
110-55-552-520-22000	Retirement	3,820	6,026	11,575	11,000	6,375	8,055	7,950
110-55-552-520-23100	Health Insurance	11,331	18,671	33,010	30,000	17,625	22,400	22,400
110-55-552-520-23200	Insurance - Dental	718	1,031	1,560	1,560	840	1,075	1,075
110-55-552-520-23300	Insurance - Life	286	431	565	565	350	465	540
110-55-552-520-23400	Insurance - Vision	66	150	220	220	105	130	130
110-55-552-520-23500	Disability	1,301	2,027	3,150	3,150	1,785	2,370	2,870
110-55-552-520-24000	Workers' Compensation Insurance	2,500	1,310	1,125	1,125	1,425	1,125	875
110-55-552-520-25100	Unemployment Compensation	675	495	-	7,550	-	-	-
	TOTAL PERSONNEL EXPENSES	223,498	259,490	288,775	287,875	240,925	260,330	258,235

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2011 ESTIMATE FOR THE YEAR		2011 CURR YR BUDGET	2012 BY DEPARTMENT	2012 PROPOSED BUDGET	2012 ADOPTED BUDGET
		2009 ACTUAL	2010 ACTUAL				
110-55-552-520-31000	Professional Services	129,940	72,022	77,807	13,500	13,500	13,500
110-55-552-520-31100	Professional Svc - Town Attorn	4,037	5,041	3,000	2,000	2,000	2,000
110-55-552-520-34000	Contractual Services	110,524	117,500	114,495	104,500	104,020	104,020
110-55-552-520-34010	Contract PBC Sheriff	89,583	219,031	228,425	112,350	112,350	112,350
110-55-552-520-34901	Administrative Fee	47,748	49,925	72,050	72,050	72,050	72,050
110-55-552-520-40000	Travel & Training	303	435	75	75	180	180
110-55-552-520-41100	Telephone	1,377	2,534	1,750	1,600	1,500	1,500
110-55-552-520-41200	Postage & Shipping	973	1,191	1,200	250	1,000	1,000
110-55-552-520-43000	Utilities	12,509	17,973	16,000	14,300	14,300	14,300
110-55-552-520-43100	Utilities - Office Space	832	-	-	-	-	-
110-55-552-520-44000	Rental & Leases - Office Space	6,624	6,600	6,600	6,600	6,600	6,600
110-55-552-520-44100	Equipment Rentals	1,206	1,763	4,000	1,000	1,000	1,000
110-55-552-520-44200	Equipment Leases	-	1,896	2,075	-	-	-
110-55-552-520-45000	Insurance	-	8,701	11,525	11,720	11,720	11,720
110-55-552-520-45400	Insurance Expense - Excess Cov	-	790	2,000	-	-	-
110-55-552-520-46000	Repair and Maintenance	8,071	18,288	7,125	5,000	5,000	5,000
110-55-552-520-46010	Repair & Maint. - Sidewalks	25,576	7,853	-	-	-	-
110-55-552-520-46070	Repair & Maintenance - Town Gr	-	21,437	-	-	-	-
110-55-552-520-47000	Printing	2,948	4,608	3,000	1,500	3,000	3,000
110-55-552-520-48000	Promotional Activity	7,208	14,264	37,830	2,500	1,500	1,500
110-55-552-520-48010	Promotional - Beer & Wine Fest	-	8,793	-	-	-	-
110-55-552-520-48011	Promotional - Ride-in to Park	-	3,155	120	-	-	-
110-55-552-520-48012	Promotional - Pet Parade	-	14	-	-	-	-
110-55-552-520-48013	Promotional - Seafood Festival	-	1,555	7,200	-	-	-
110-55-552-520-48014	Promo - Holiday Arts & Crafts	-	1,766	11,250	-	-	-
110-55-552-520-48016	Promo - Ride-in on Park/Jan 2011	-	-	-	-	-	-
110-55-552-520-48017	Promo - Ride-in on Park/May 2011	-	-	-	-	-	-
110-55-552-520-48050	Promotional - Art Festival	-	33,199	1,000	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2009 ACTUAL	2010 ACTUAL	2011 CURR YR BUDGET	2011 ESTIMATE FOR THE YEAR	2012 BY DEPARTMENT	2012 PROPOSED BUDGET	2012 ADOPTED BUDGET
110-55-552-520-48055	Promotional - Cruise In On Park	-	3,390	1,450	1,445	-	-	-
110-55-552-520-48100	Advertising	3,736	6,655	2,925	2,500	-	-	-
110-55-552-520-49000	Other Current Charges	548	-	-	-	-	-	-
110-55-552-520-49400	Uniforms & Clothing	144	-	-	-	-	-	-
110-55-552-520-51000	Office Supplies	1,775	1,629	1,000	1,000	1,000	1,000	1,000
110-55-552-520-52000	Operating Expenses	11,760	9,498	5,000	2,000	2,000	2,000	2,000
110-55-552-520-52001	Operating Expenses - 711 Fores	471	-	-	-	-	-	-
110-55-552-520-52100	Gasoline & Diesel Fuel	662	750	750	800	750	750	750
110-55-552-520-52200	Small Tools & Other	3,157	963	-	210	-	-	-
110-55-552-520-54200	Memberships, Dues, & Subscript	2,465	2,510	2,510	2,510	2,525	2,525	2,525
	TOTAL OPERATING EXPENSES	474,177	645,729	622,162	556,175	355,220	355,995	355,995
110-55-552-520-61500	Property Acq - 725 Foresteria	152,270	-	-	-	-	-	-
110-55-552-520-61501	Property Acq - 711 Foresteria	102,422	169	-	-	-	-	-
110-55-552-520-61502	Property Acq - 761 Foresteria	363,377	-	-	-	-	-	-
110-55-552-520-61503	Property Acq - 800 Park Avenue	292,436	2,989	-	-	-	-	-
110-55-552-520-63000	Improvement Other Than Bldg	5,440	2,910	-	-	-	-	-
110-55-552-520-63100	Alleyway Improvements	955,069	-	-	-	-	-	-
110-55-552-520-63102	Improvements - Park Ave. Lands	13,371	-	-	-	-	-	-
110-55-552-520-63103	Improvements - Sidewalks	12,046	3,220	-	-	-	-	-
110-55-552-520-63105	Improvements/Foresteria Proper	15,944	11,735	-	-	-	-	-
110-55-552-520-63106	Improvements/800 Park Avenue	14,381	189,330	-	1,495	-	-	-
110-55-552-520-64100	Machinery & Equipment	4,675	20,132	-	2,505	-	-	-
	TOTAL CAPITAL OUTLAY	1,931,431	230,485	-	4,000	-	-	-
110-55-552-520-71000	Principal (See note below)	-	-	-	-	-	-	-
110-55-552-520-72000	Interest	-	-	-	-	-	-	-
110-55-552-520-73100	Bond Issuance Costs	14,249	-	-	-	-	-	-
	TOTAL DEBT SERVICE	14,249	-	-	-	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2009 ACTUAL	2010 ACTUAL	2011 CURR YR BUDGET	ESTIMATE FOR THE YEAR	2012 BY DEPARTMENT	2012 PROPOSED BUDGET	2012 ADOPTED BUDGET
110-55-552-520-82110	Grant - Facade Improvements	3,357	12,500	-	-	-	-	-
110-55-552-520-82111	Grant - Business Development	-	13,030	-	29,000	-	40,000	40,000
110-55-552-520-82300	Window Design Coverings	-	6,533	-	-	-	-	-
110-55-552-520-82310	Downtown Awnings	-	-	30,872	21,925	-	-	-
110-55-552-520-91001	Transfer to General Fund	81,000	84,250	84,250	84,250	84,250	84,250	84,250
110-55-552-520-91010	Transfer to General Fund - ILA 2008	205,500	169,640	169,575	169,575	169,575	169,525	169,525
110-55-552-520-91030	Transfer - ILA 2009	-	32,934	54,795	54,795	54,795	54,795	54,795
110-55-552-520-96200	Unrealized Gain/Loss on Invest	1,034	(2,817)	-	-	-	-	-
	TOTAL OTHER EXPENSES	290,891	316,070	339,492	359,545	308,620	348,570	348,570
	TOTAL DEPT EXPENDITURES	2,934,246	1,451,774	1,250,429	1,207,595	904,765	964,895	962,800

525 - Art On Park Expenses

EXPENDITURES								
110-55-552-525-12000	Regular Salaries	-	16,606	36,780	30,675	30,050	-	-
110-55-552-525-13000	Other & Part Time Salaries	-	3,310	3,000	9,775	3,000	-	-
110-55-552-525-21000	FICA	-	1,524	2,815	3,095	2,550	-	-
110-55-552-525-22000	Retirement	-	126	615	140	1,010	-	-
110-55-552-525-23100	Health Insurance	-	2,165	7,470	6,175	8,965	-	-
110-55-552-525-23200	Insurance - Dental	-	144	480	360	530	-	-
110-55-552-525-23300	Insurance - Life	-	49	150	110	150	-	-
110-55-552-525-23400	Insurance - Vision	-	17	60	45	60	-	-
110-55-552-525-23500	Disability	-	167	330	365	450	-	-
110-55-552-525-26000	Mileage Reimbursement	-	40	100	-	-	-	-
	TOTAL PERSONNEL EXPENSES	-	24,148	51,800	50,740	46,765	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2009 ACTUAL	2010 ACTUAL	2011 CURR YR BUDGET	2011 ESTIMATE		2012 BY DEPARTMENT	2012 PROPOSED BUDGET	2012 ADOPTED BUDGET
					FOR THE YEAR				
110-55-552-525-31000	Professional Services	-	1,245	2,850	4,560	2,850	-	-	-
110-55-552-525-31500	Commissions Paid	-	2,378	3,000	11,850	3,000	-	-	-
110-55-552-525-34000	Contractual Services	-	1,920	4,860	3,750	4,860	-	-	-
110-55-552-525-41100	Telephone	-	1,401	1,970	2,860	1,970	-	-	-
110-55-552-525-41200	Postage & Shipping	-	116	2,315	1,350	2,315	-	-	-
110-55-552-525-43000	Utilities	47	1,743	3,500	3,250	3,500	-	-	-
110-55-552-525-43250	Garbage & Trash	-	93	550	705	550	555	555	555
110-55-552-525-46000	Repair & Maintenance	-	1,054	1,675	3,400	1,675	-	-	-
110-55-552-525-47000	Printing	-	245	500	250	500	-	-	-
110-55-552-525-48000	Promotional Activity	-	6,744	5,000	4,050	5,000	-	-	-
110-55-552-525-49600	Bank Charges/Admin Fees	-	349	750	760	750	-	-	-
110-55-552-525-51000	Office Supplies	-	470	350	825	350	-	-	-
110-55-552-525-52000	Operating Supplies	-	6,111	1,500	2,250	1,500	-	-	-
110-55-552-525-52200	Small Tools & Others	-	3,071	250	380	250	-	-	-
110-55-552-525-54200	Memberships, Dues, & Subscript	-	70	-	-	-	-	-	-
	TOTAL OPERATING EXPENSES	47	27,010	29,070	40,240	29,070	555	555	555
110-55-552-525-64100	Machinery & Equipment	-	23,674	183	-	-	-	-	-
	TOTAL CAPITAL OUTLAY	-	23,674	183	-	-	-	-	-
110-55-552-525-71000	Principal (See note below)	-	-	-	-	-	-	-	-
110-55-552-525-72000	Interest	-	-	-	-	-	-	-	-
	TOTAL DEBT SERVICE	-	-	-	-	-	-	-	-
110-55-552-525-91030	Transfer to General Fund - ILA 2009	-	21,956	36,530	36,530	36,530	36,530	36,530	36,530
	TOTAL OTHER EXPENSES	-	21,956	36,530	36,530	36,530	36,530	36,530	36,530

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2009 ACTUAL	2010 ACTUAL	2011 CURR YR BUDGET	2011 ESTIMATE FOR THE YEAR	2012 BY DEPARTMENT	2012 PROPOSED BUDGET	2012 ADOPTED BUDGET
	TOTAL DEPT EXPENDITURES							
		47	96,788	117,583	127,510	112,365	37,085	37,085
	TOTAL CRA EXPENDITURES	2,934,293	1,548,562	1,368,012	1,335,105	1,017,130	1,001,980	999,885
	SURPLUS/(DEFICIT)	(1,846,413)	(725,714)	(55,812)	(25,730)	(82,960)	-	-

CRA Budget Analysis FY11-12

Revenues:

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

Expenditures:

- 520-11000 Executive Salaries – Includes the salaries of Economic Development Director (\$77,730), 50% of Recreation Director (\$31,229), and 20% of Community Development Director (\$13,029).
- 520-12000 Regular Salaries – Includes the salaries of Grants Writer (50% for \$35,552) and Code Compliance Officer (10% for \$3,499)..
- 520-13000 Other and Part-time Salaries – Includes the salaries of Project Manager at 25 hours per week (\$43,526) and Planner (10% for \$3,447).
- 520-15000 Special Pay – Phone stipend for Project Manager (\$720).
- 520-31000 Professional Services – Lobbyist services provided by Gomez Barker Associates (\$ 13,500).

- 520-31100 Professional Services – Town Attorney** – Cost of services provided by Town attorney estimated at \$2,000.
- 520-34000 Contractual Services** – Grounds maintenance (Chris Wayne Associates @ \$81,600 and Tree Huggers @ \$10,900) for the areas zoned to the CRA (\$ 92,500), services provided under contract for custodial services (Sparkle Team) for the CRA office (\$3,120), holiday displays (\$6,000), and Telvue for the Bulletin Board for Channel 18 (\$ 2,400).
- 520-34010 Contract PBC Sheriff** – Reduction of one officer assigned to the CRA area (\$112,350).
- 520-34901 Administrative Fee** – Fee to General Fund for services rendered by various departments (\$72,050).
- 520-40000 Travel and Training** – FAU Institute of Government for Executive Director, Economic Development Director, and Community Development Director \$180 .
- 520-41100 Telephone** - Cost of telephone usage for the department, including the CRA office (\$45/mo), cell phone cost (\$80/mo).
- 520-41200 Postage & Shipping** – Postage for general mailing and newsletter is estimated at \$1,000.
- 520-43000 Utilities** – Water (Seacoast) and electric (FPL) costs for utilities and irrigation (\$14,300).
- 520-44000 Rentals & Leases – Office Space** – Rent for CRA office (\$550 per month).
- 520-44100 Equipment Rentals** - Cost of renting bucket truck for installation of banners and holiday decorating (\$1,000).
- 520-45000 Insurance** – Property and liability insurance coverage (\$11,720).
- 520-46000 Repair and Maintenance** – Repair and maintenance cost of downtown infrastructure (\$5,000) for brick paver repairs, bollard repairs, street light repairs, pressure cleaning, irrigation repairs, etc.
- 520-47000 Printing** - Cost of newsletter.

- 520-48000** Promotional Activity – Cost of Tree Lighting Festival (\$1,500).
- 520-51000** Office Supplies – Budgeted amount of \$1,000 for office supplies needed for CRA office.
- 520-52000** Operating Supplies – Street light bulbs, holiday lights, and miscellaneous supplies (\$2,000).
- 520-52100** Gasoline & Diesel – Gasoline for two CRA vehicles (\$750).
- 520-54200** Memberships, Dues & Subscriptions – Business Development Board (\$1,000), NPB Chamber of Commerce (\$640), FDCA (\$175), and FL Redevelopment Agency (\$695).
- 520-91001** Transfer to General Fund – Transfer to cover the cost of one PBSO deputy in the General Fund contract (\$84,250).
- 520-91010** Transfer to General Fund – ILA 2008 – Contribution per inter-local agreement between the Town and the CRA for debt service payments due on loan for Alleyway Improvement Project and acquisition of 725 Foresteria (\$169,575).
- 520-91030** Transfer – ILA 2009 – Debt service payments due on loan for land acquisitions on Foresteria (demolitions and improvements); 711 & 761 Foresteria (\$54,795).

Co-op Expenses

- 525-xxxxx** Closure of Gallery effective October 1, 2011.
- 525-43250** Garbage & Trash – Estimated Solid Waste Authority assessment (\$555).
- 525-91030** Transfer to General Fund – ILA 2009 – Debt service payments due on loan for purchase and renovation of building at 800 Park Avenue (\$36,530).

**TOWN OF LAKE PARK - ANNUAL BUDGET
WAGE AND BENEFITS - DETAIL**

FUND		FUNCTION		Community Redevelopment																
DEPT		ACTIVITY		Revenues & Expenditures																
Position Classification	FT/PT	Hourly Rate	Hours	Base Wages	Pay Cut Adj %	Pay Cut	Furl Hours	Furl Wages	Adjusted Wages	Longevity Pay	Total Wages									
Economic Dev Director	FT	38.48	2,080	80,038	0.015	(1,201)	(60)	(2,309)	76,529	-	76,529									
Recreation Director	FT	30.92	1,040	32,157	0.010	(322)	(30)	(928)	30,908	-	30,908									
Community Dev. Director	FT	32.25	416	13,416	0.010	(134)	(12)	(387)	12,895	-	12,895									
Grants Writer	FT	35.20	1,040	36,608	0.015	(549)	(30)	(1,056)	35,003	-	35,003									
Code Compliance Officer	FT	17.32	208	3,603	-	-	(6)	(104)	3,499	-	3,499									
Planner 1	PT	22.83	156	3,561	-	-	(5)	(114)	3,447	-	3,447									
Project Manager	PT	34.49	1,300	44,837	-	-	(38)	(1,311)	43,526	-	43,526									
**Note: 50% of Grants Writer salary budgeted to 520 CRA																				
**Note: 20% of Community Dev. Director salary budgeted to 520 CRA																				
**Note: 10% of Planner salary budgeted to 520 CRA																				
**Note: 10% of Code Compliance Officer salary budgeted to 520 CRA																				
**Note: 50% of Recreation Director salary budgeted to 520 CRA																				
Total Wages & Benefits													(2,205)	(181)	(6,208)	205,807	-	205,807		

**Town of Lake Park
Community Redevelopment Agency
Interest Rate Analysis on Delinquent TIF**

Fiscal Year	Del. TIF Principal	12% Int.	10% Int.	8% Int.	6% Int.	4% Int.	2% Int.	No Int.
2000	10,622	10,197	8,498	6,798	5,099	3,399	1,700	-
2001	25,604	21,507	17,923	14,338	10,754	7,169	3,585	-
2002	55,603	40,034	33,362	26,689	20,017	13,345	6,672	-
2003	88,521	53,113	44,261	35,408	26,556	17,704	8,852	-
2004	121,402	58,273	48,561	38,849	29,136	19,424	9,712	-
2005	249,597	96,017	80,014	64,011	48,008	32,006	16,003	-
2006	326,952	133,099	110,916	88,733	66,549	44,366	22,183	-
2007	511,718	247,823	206,519	165,215	123,912	82,608	41,304	-
Total	1,390,019	660,063	550,052	440,042	330,031	220,021	110,010	-

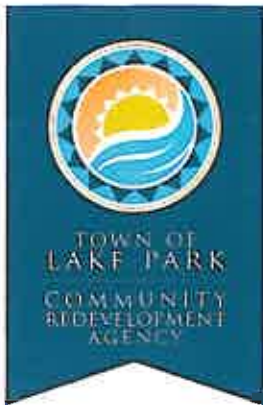
Payments								
FY 2008	(500,000)							
FY 2009	(250,000)							
FY 2010	(250,000)							
FY 2011	(250,000)							
FY 2012*	140,019	660,063	550,052	440,042	330,031	220,021	110,010	-
	(140,019)	(359,981)	(359,981)	(359,981)	(359,981)	(359,981)	(359,981)	(359,981)

Balance to be Paid FY 2013 or FY 2012 (Shortfall) - 300,082 190,071 80,061 (29,950) (139,960) (249,971) (359,981)

Interest Reduction 110,010 220,021 330,031 440,042 550,052 660,063

*Note: Payment made FY 2012 pays off the remaining principal of the delinquent TIF and the balance will be applied to outstanding interest.

TAB 2



**CRA
Agenda Request Form**

Meeting Date: February 1, 2012

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: Renewal of Intergovernmental Consultant (Lobbyist) Agreement

RECOMMENDED MOTION/ACTION:

Approved by Executive Director *W. Lewis* Date: *1/20/12*

Prepared By: Executive Director	Costs: \$13,500 Funding Source: Professional Services Acct. # <i>520-31000</i> <i>AMK</i>	Attachments: Agreement for Professional Services, and Letter from Fausto Gomez
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Summary Explanation/Background: The Intergovernmental Consultant Agreement expires on February 6, 2012. Consultant Fausto Gomez reduced his fee structure by 10% in Fiscal Year 2009/10. The total fee for the contract was \$30,000. The 10% reduction brought the total contract price down to \$27,000. He has agreed to maintain the same fee structure again for the third consecutive Fiscal Year 2011/12. The Town's General Fund shares the expense by 50%, therefore the cost to the CRA is \$13,500, which has been budgeted accordingly.

Attached please find a letter from Mr. Gomez, which provides a brief description of some of the critical issues that he is working on for the Town. Mr. Gomez will not be able to attend the February 1st meeting to discuss the status of these issues as the legislative session commenced early this year and he will be in Tallahassee. He will provide the Town Commission with a formal status of the session upon completion.

Staff recommends renewal of this agreement.

GÓMEZ BARKER ASSOCIATES, INC.

Government Relations & Public Affairs Counselors
2350 Coral Way, Suite 301
Miami, Florida 33145
Telephone (305) 860-0780
Facsimile (305) 860-0580
www.gomezbarker.com

January 5, 2012

RECEIVED

JAN 11 2012

Town Of Lake Park
Office Of Town Manager

Ms. Maria V. Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Dear Maria:

I am pleased to represent the Town of Lake Park and to work with the Mayor, Commissioners, and you and your staff in order to continue bringing state fiscal and policy benefits for the residents of Lake Park.

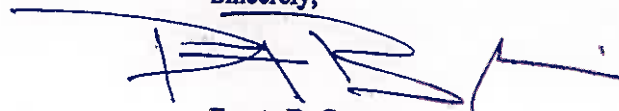
Notwithstanding the difficult budget circumstances, we protected funding for the library and successfully joined with other local governments to ensure that low-interest loan funds would be available for water and sewer projects. Of particular import to Lake Park is language in said appropriation reserving an amount for small communities. Additionally, our firm helped protect the Town's revenue base by successfully working to limit Revenue and Expenditure caps only to state resources and by fully engaging on pension reform issues. As you know, the Florida Retirement System (FRS) reform legislation mandates that employees must contribute 3% of their pre-tax dollars into their retirement accounts. That presents a savings to the employing organizations and an opportunity for Lake Park to renegotiate its contracts with Palm Beach County to reflect this lower operational cost.

On the policy front we were successful in establishing legislation regulating the so called "Pill Mill" industry that plagued Lake Park. The legislation prescribes medical standards and operational restrictions for pain-management clinics and requires more stringent permitting regulations for community pharmacies to be conformed under the new standards by July 2012. Other items of key interest provide further penalties for "Open House Parties" and limits on "Vacation Rentals." Lake Park has generated considerable momentum and has spearheaded a coalition of cities and groups that are opposed to the clustering of SOBER Homes in residential neighborhoods. Not only did we have legislation introduced in both the Senate and House, but due to our efforts the Department of Children and Families created a work group whose aim is to develop consensus legislation. We are a member of that group and are intimately involved in the negotiations.

I understand that my Agreement with Lake Park expires in February and I am prepared to again offer my services at the current rate. This continues the 10% reduction we negotiated two years ago. Every local government in Florida has been impacted by state policy regarding property taxes as well as the general economic downturn and I want to assure you and the Town's elected officials that I am sensitive to that. My staff and I remain committed to Lake Park and look forward to continuing our relationship.

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

Sincerely,



Fausto B. Gomez

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

1. **CONTRACT TERM.**

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

2. **CONSIDERATION AND INVOICING.**

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

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

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

2.3 Pursuant to Section 287.055(5)(a), Florida Statutes, execution of this Agreement by Gomez Barker shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. Gomez Barker agrees that the Town may adjust the consideration for this Agreement to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The Town shall make any such adjustment within one (1) year following the termination of this Agreement.

2.4 Gomez Barker's invoices shall be sent to the following address:

Town of Lake Park
Town Manager
545 Park Avenue
Lake Park, FL 33403

2.5 Gomez Barker shall bill the Town on a monthly basis. The Town shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the Town, and provided Gomez Barker has

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

3. **CONTRACT PERFORMANCE.**

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

4. **INDEPENDENT CONTRACTOR.**

4.1 Gomez Barker is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and Gomez Barker, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Gomez Barker is free to provide similar services for others.

4.2 Gomez Barker shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Town. Any attempted assignment in violation of this provision shall be void.

4.3 Gomez Barker shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

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

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

5. **INDEMNIFICATION AND INSURANCE.**

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

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

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

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

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

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

6. **TERMINATION.**

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

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

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

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

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

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

8. **GENERAL PROVISIONS.**

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

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

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

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

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

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

ATTEST:

Vivian Mendez
Vivian Mendez, Town Clerk

TOWN OF LAKE PARK
(TOWN SEAL)
SEAL

FLORIDA

TOWN OF LAKE PARK, FL

By: Paul Castro
for Paul Castro, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

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

GOMEZ BARKER ASSOCIATES, INC.

BY: Fausto B. Gomez
Printed Name: FAUSTO B. GOMEZ

Title: PRESIDENT

SCHEDULE A

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

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

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

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

2. **Preparation** – The legislative requirements of Lake Park should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.

3. **Presentation** – Gomez Barker will present the legislative program of Lake Park to the appropriate committees in both the House and Senate as well as meet individually with key legislators. The firm will testify and articulate the Town's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.

4. **Involvement and Coordination** – Lake Park officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session. These communications and meetings will be planned and coordinated

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

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

SCHEDULE B

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

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

RESOLUTION NO. 10-02-08

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

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

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

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

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

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

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

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

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

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

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

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

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

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>/</u>	—
VICE-MAYOR ED DALY	<u>/</u>	—
COMMISSIONER CHUCK BALIUS	<u>/</u>	—
COMMISSIONER JEFF CAREY	<u>/</u>	—
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 10-02-08 duly passed and adopted this 6 day of February, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Paul W. Castro
PAUL W. CASTRO
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
SEAL
FLORIDA

Approved as to form and legal sufficiency:

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

Discussion And Possible Action

TAB 3