

# AGENDA

Special Call  
 Community Redevelopment Agency  
 Meeting

Wednesday, February 18, 2008, 7:30 P.M.  
 Lake Park Town Hall  
 535 Park Avenue

<b>Desca DuBois</b>	—	<b>Chair</b>
<b>Edward Daly</b>	—	<b>Vice-Chair</b>
<b>G. Chuck Balius</b>	—	<b>Board Member</b>
<b>Jeff Carey</b>	—	<b>Board Member</b>
<b>Patricia Osterman</b>	—	<b>Board Member</b>
<b>Christiane Francois</b>	—	<b>Board Member</b>
<b>Michelle McKenzie-Suiter</b>	—	<b>Board Member</b>
<hr style="border-top: 1px dashed black;"/>		
<b>Maria V. Davis</b>	—	<b>Executive Director</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Agency Attorney</b>
<b>Vivian M. Lemley</b>	—	<b>Agency Clerk</b>

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

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- E. **Consent Agenda:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

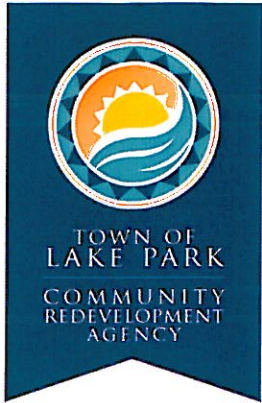
to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.

**Consent Items For Approval:**

1. Special Call CRA Board Meeting Minutes of January 21, 2009      Tab 1
  2. Commercial Lease Agreement      Tab 2
- F.    **DISCUSSION AND POSSIBLE ACTION:**
3. Budget Amendment to Increase Police Protection      Tab 3
- G.    **BOARD MEMBER COMMENTS**
- H.    **EXECUTIVE DIRECTOR COMMENTS**
- I.    **ADJOURNMENT**

# Consent Agenda

# TAB 1



**CRA  
Agenda Request Form**

**Meeting Date: February 18, 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"/> | <b>Consent</b> |
| <input type="checkbox"/> | Presentation                | <input type="checkbox"/>            | Other          |

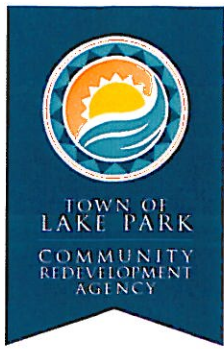
**SUBJECT: Special Call CRA Meeting Minutes of January 21, 2009**

**RECOMMENDED MOTION/ACTION:**

Approved by Executive Director *W. Davis* Date: *2/14/09*

<p><b>Prepared By:</b> Deputy Town Clerk</p>	<p><b>Costs: \$ 0.00</b> Funding Source: N/A Acct. # N/A</p>	<p><b>Attachments:</b> Minutes</p>
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**Summary Explanation/Background:**



**Town of Lake Park**  
**Special Call**  
**Community Redevelopment Agency Meeting**  
**Town Hall Commission Chambers**  
**535 Park Avenue, Florida 33403**  
**Wednesday, January 21, 2009 7:30 p.m.**

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, January 21, 2009 at 7:30 p.m. Present were Chair DuBois, Vice-Chair Daly, Board Members Balius, Carey, Osterman, Suiter and Francois, Executive Director Maria Davis and Town Clerk Vivian Mendez Lemley.

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

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

**Motion: A motion was made by Vice-Chair Daly to approve the agenda; Board Member Carey made the second.**

Vote on Motion:

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

Motion passed 7-0.

**Consent Agenda**

1. Special Call CRA Board Meeting Minutes of December 17, 2008.
2. Renewal of Intergovernmental Consultant Agreement (Lobbyist)
3. Notice of Expenditures to Seacoast utilities for Water Connection Fees for the Alleyway Improvement Project
4. Commercial Lease for CRA Project

**Public Comment Open.**

*None*

**Public Comment Closed.**

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

Vote on Motion:

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

Motion passed 7-0.

**General Approval of Item(s):**  
**Business Development Loan Program**

Executive Director Davis explained the purpose of the program. She stated that it was being introduced as a measure to assist businesses in the CRA with low interest loans for such things as upgrades, supplies, equipment, or advertising. The loans would have to come before the board for authorization. She stated that staff recommends that the loans have 10 year terms with 2% interest.

Board Member Carey asked if the businesses would have to put up collateral for a loan.

Executive Director Davis explained the application and approval process of the loan and the criteria that the businesses would have to meet in order to obtain a loan. She stated that the loan program has been budgeted for. She stated that there was already interest in the loan program by business owners.

**Motion: A motion was made by Board Member Carey to approve the Business Development Loan Program; Board Member Francois made the second.**

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member			



Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair DuBois	X		
Board Member Francois	X		
Board Member Suiter	X		

Motion passed 7-0.

### **Façade Improvements for Park Avenue**

Executive Director Davis explained that the CRA has entered into an agreement with the University of Miami School of Architecture and Urban Design to recommend façade improvements for Park Avenue. The intention is to upgrade the façades of property owners or businesses by providing them with design criteria and offering matching grants of up to \$25,000 for any property owner or business who wishes to upgrade their property utilizing the design criteria established.

**Motion: A motion was made by Board Member Francois to approve the Grant and Program for Façade Improvements for Park Avenue; Board Member Carey made the second.**

Vote on Motion:

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

Motion passed 7-0.



## CRA BOARD MEMBER COMMENTS

### **Chair DuBois**

None

### **Board Member Balius**

None

### **Board Member Carey**

None

**Board Member Osterman** stated that it was nice to see the Alleyway Improvement Project progressing.

### **Vice-Chair Daly**

None

### **Board Member Francois**

None

### **Board Member Suiter**

None

### **Executive Director Davis**

None

## ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Carey and seconded by Board Member Osterman, and by unanimous vote, the meeting adjourned at 7:40 p.m.

\_\_\_\_\_  
Chair DuBois

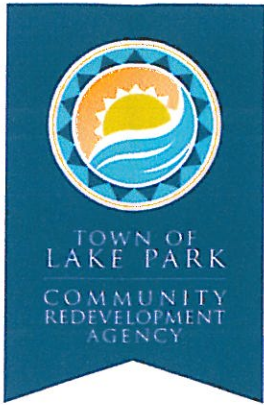
\_\_\_\_\_  
Deputy Clerk Jessica Shepherd

\_\_\_\_\_  
Town Clerk Vivian Mendez Lemley

(Town Seal)

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2009

# TAB 2



**CRA  
Agenda Request Form**

**Meeting Date: February 18, 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"/> | <b>Consent</b> |
| <input type="checkbox"/> | Presentation                | <input type="checkbox"/>            | Other          |

**SUBJECT: Commercial Lease Agreement**

**RECOMMENDED MOTION/ACTION: Approval**

Approved by Executive Director *W. Davis* Date: *2/14/09*

<b>Prepared By:</b> <b>R. Don O'Donniley, CRA          Economic Development          Director</b>	<b>Costs: \$ 6,600.00</b>  <b>Funding Source:</b> <b>Acct. # 110-55-552-520-          4400</b>	<b>Attachments:</b> <b>Commercial Lease          Agreement</b>
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**Summary Explanation/Background: On January 21, 2009, the CRA Board approved a lease with JPL Properties for 929 Park Avenue. The owner has not executed the lease and construction on the space has not been completed during the last three months.**

**Staff has found an alternate space at 921 Park Avenue. The proposed Lease for 921 Park Avenue will allow occupancy in early March and provide more space at a lower rate for the space to be occupied.**

**Attached is the Commercial Lease Agreement for 921 Park Avenue as the office space for the CRA Economic Development Director. Staff requests approval.**

## LEASE AGREEMENT

**THIS COMMERCIAL LEASE AGREEMENT (the Lease)**, entered into this \_\_\_\_ day of February, 2009, between **915 Park Avenue, Inc.**, hereinafter the **LANDLORD**, whose address is 13373 William Myers Court, Palm Beach Gardens, FL 33410, and the **TOWN OF LAKE PARK Community Redevelopment Agency**, whose address is 535 Park Ave, Lake Park, FL 33403, hereinafter the **TENANT**,:

In consideration of the covenants and agreements recited herein below the Landlord hereby rents to Tenant the property at **921 Park Avenue, Lake Park, Florida, 33403 (the Premises)**

1. **The Premises is** to be used as an Office and for no other purposes or uses.
2. The Premises is to be leased to the Tenant for a term of two years. The term of the Lease shall begin the 19th day of February, 2009, and end on March 30, 2011.
3. The rent during the term shall be \$550.00 plus sales tax (if applicable) per month. Tenant shall receive FREE RENT for the period of February 19-28, 2009.. Tenant shall pay Landlord \$ 550.00 plus sales tax (if applicable) for March, 2009 Rent. Rent is due on the first of the month. In the event payment of rent is not received by the 5<sup>th</sup> day of any month during the term, Tenant shall be assessed and shall pay a late fee of 10% of the monthly amount due.
4. Landlord agrees to lease to Tenant a total of approximately 900 square feet. Tenant shall have 24 hour access to both the front and rear door. Landlord shall only have access from front door only in the cases of emergency. All utilities shall be the responsibility of Tenant.

5. All rental payments shall be made to Landlord at the address specified above. At the end of the term, the parties may agree to exercise mutual options to renew the Lease for an additional two year term and if renewed the rent shall be for a mutually agreed to monthly amount.

6. The Tenant shall not assign the Lease, nor sub-let the Premises, or any part thereof nor use the same, or any part thereof, not permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the Landlord, and all additions, fixtures or improvements which may be made by Tenant, except moveable objects shall become the property of the Landlord and remain upon the Premises as a part thereof, and Tenant shall surrender same with the Premises at the termination of the applicable term of the Lease.

7. All personal property placed or moved into the Premises above described shall be at the risk of the Tenant or owner thereof, and Landlord shall not be liable for any damage to said personal property, or the Tenant arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

8. The Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and County Government and of any and all their Departments and Bureaus applicable to said Premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at the Tenants own cost and expense.

9. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of the Lease, whereby the same shall be rendered in the opinion of the Landlord untenable, then the Landlord shall have the right to render said Premises tenantable by repairs within 90 days there from. If said Premises are not in the opinion of the Landlord rendered tenantable within said time, either party may cancel the Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be in writing.

10. The prompt payment of the rent for the Premises upon the dates named, and the faithful observance of the rules and regulations printed upon the Lease, and which are hereby made a part of the covenant, and of such other and further rules or regulations as may be hereafter made by the Landlord, are the conditions upon which the Lease is made and accepted and any failure on the part of the Tenant to comply with the terms of the Lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the

Landlord, shall at the option of the Landlord, work a forfeiture of the Lease, and all of the rights of the Tenant hereunder.

**11.** If the Tenant shall abandon or vacate the Premises on or before the expiration of the term, or the Landlord may enter the Premises without being liable in any way therefore, and relet the Premises with or without any furniture that may be, therein, as the agent for the Tenant, at such price and upon such terms and for such duration of term as the Landlord may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Landlord over and above the expenses to Landlord in such re-leasing, the said Tenant shall pay any deficiency, and if more than the full rental is realized Landlord will pay over to said Tenant the excess of demand.

**12.** In the event either party shall be required to enforce the terms of the Lease, the prevailing party shall be entitled to recover its costs and attorney's fees.

**13..** The said Tenant hereby pledges and assigns to the Landlord all the furniture, fixtures, goods and chattels of Tenant, which shall or may be brought or put on the Premises as security for the payment of the rent, and Tenant agrees that a lien may be enforced by distress foreclosure or otherwise at the election of the Landlord.

**14.** It is hereby agreed between the parties that in the event the Landlord decides to remodel, alter or demolish all or any part of the Premises leased hereunder, or in the event of the sale or long term Lease of all or any part of the premises; requiring this space, the Tenant shall vacate the Premises upon 60 days advance written notice and the return of any advance rental and/or security deposit. It is furthered agreed between the parties that should any of these events occur Tenant may elect to cancel the Lease upon 60 days advance written notice to Landlord.

**15.** The Landlord, or any of his agents, shall have the right to enter the Premises during all reasonable hours, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation of the Premises, and to put or keep upon the doors or windows thereof a notice "For Rent" at any time within 30 days before the expiration of the Lease. The right of entry shall likewise exist for the purpose of removing place cards, signs, fixtures, alterations, or additions, which do not conform to the Lease, or to any written rules and regulations pertaining to the Premises.

**16** Landlord hereby acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times, maintain the premise in good and safe condition, including plate



glass, doors, locks, electrical wiring, plumbing and heating and air conditioning installations and any other system or equipment upon the premise. Tenant shall surrender the Premises in the condition they are in at the beginning of the first term of the Lease and shall maintain the Premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof, and to make good to said Landlord immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant.

**16.1** Tenant accepts the space "as is ,where is" with no additions or alteration by the Landlord except: Landlord expressly agrees to replace carpet (from Landlord's selection) in Tenant's space within ten working days of the execution and delivery of the Lease and the March 2009 rental payment.

**16.2** Tenant agrees to pay 13% of any increases in the Real Estate Taxes and Insurance and the repair and maintenance of the parking areas over 2007 amounts. If there are any increases Landlord shall furnish Tenant a statement and Tenant agrees to pay bill within 30 days.

**17.** It is expressly agreed and understood by the parties, that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes or other leakage in or about the said building.

**18.** Tenant hereby waives and renounces for himself and family any and all homestead and exemptions rights he may have now, or hereafter, under or by virtue of the constitution and laws of this State, or of any other State, or of the United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this agreement.

**19.** The Lease shall bind the parties and their assigns or successors, heirs and personal representatives.

**20** It is understood and agreed between the parties that time is of the essence in the performance of all terms and conditions contained herein.

**21.** It is understood and agreed between the parties that the written notice via certified mail or delivered to the parties at their respective addresses referenced hereinabove shall constitute sufficient notice for the receiving party to comply with any of the terms of the Lease.

22. The rights of the Landlord under the foregoing shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

23. It is further understood and agreed between the parties hereto that any charges against the Tenant by the Landlord for service or for work done on the premises by order of the Tenant or otherwise accruing under this Lease shall be considered as rent due and shall be included in any lien for rent due and unpaid.

24. It is hereby agreed by the parties that any signs or advertising to be used, including awnings, in connection with the Premises leased hereunder shall be first submitted to the Landlord for approval before installation of same.

25. **RADON GAS NOTIFICATION:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from the Palm Beach County Public Health unit.

26. The Tenant at its expense shall maintain plate glass and public liability insurance including bodily injury and property damage insuring the Landlord and Tenant. Tenant at its expense shall exterminate the unit on as needed basis.

27. The Lease shall be construed in accordance with the laws of Florida. Venue for any action by either party to enforce the terms of the Lease shall be in Palm Beach County.

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

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Lake Park Community Redevelopment Agency

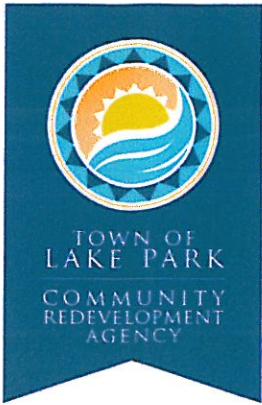
**535 Park Avenue  
Lake, Park, FL 33403  
561-606-6787**

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**915 Park Avenue, Inc.**  
13373 William Myers Court  
Palm Beach Gardens, FL 33410

561-818-3625

# TAB 3



**CRA  
Agenda Request Form**

**Meeting Date: February 18, 2009**

Agenda Item No. *Tab 3*

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

**SUBJECT: Budget Adjustment/Transfer to Increase PBSO Deputies**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Executive Director *M. Davis* Date: *2/14/09*

<b>Prepared By:</b>  <b>Executive Director</b>	<b>Costs: \$ Approx.</b> <b>\$125,000 + -</b>  <b>Funding Source:</b> <b>Acct. #</b>	<b>Attachments:</b>
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**Summary Explanation/Background: Due to the recent increase in crime, particularly in the downtown area, staff is recommending adding two PBSO deputies to patrol the downtown and surrounding area within the CRA.**

**Staff met with PBSO command staff to discuss various crime prevention measures such as additional deputies, street closures, increased street lighting and cameras. This agenda item is a request to increase police visibility in the business district and surrounding adjacent streets within the CRA Boundaries.**

**Staff estimates that the cost of two deputies for the last six months of this fiscal year would cost approximately \$125,000 + -. The Executive Director is recommending a reduction in asphalt resurfacing, sidewalk replacement and unappropriated fund balance in order to fund these positions.**