

City of Boca Raton

FINAL 5/11/10



Incorporated 1925

RESOLUTION

60-2010

1
2 A RESOLUTION OF THE CITY OF BOCA RATON
3 AUTHORIZING THE MAYOR TO EXECUTE A LICENSE
4 AGREEMENT WITH THE BOCA RATON COMMUNITY
5 REDEVELOPMENT AGENCY REGARDING PARKING
6 METERS WITHIN MIZNER PARK AND OTHER PARKING
7 METER ZONES; PROVIDING FOR SEVERABILITY;
8 PROVIDING FOR REPEALER; PROVIDING AN
9 EFFECTIVE DATE

10
11 WHEREAS, the City of Boca Raton (City) has determined that parking meters are
12 needed to control parking in Mizner Park and other Parking Meter Zones; and

13 WHEREAS, the Boca Raton Community Redevelopment Agency (Agency) is the
14 owner of the real property as described in Exhibit "A" (Mizner Park) and Exhibit "C", attached
15 hereto; and

16 WHEREAS, the Agency desires the City to install, maintain and enforce parking
17 regulations for parking meters for surface parking spaces in Mizner Park and other Parking
18 Meter Zones; now therefore

1 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA

2 RATON:

3
4 Section 1. The Mayor is hereby authorized to execute the License Agreement,
5 attached hereto as Exhibit 1, together with such nonmaterial changes as may be acceptable to
6 the City Manager and approved as to form and legality by City Attorney.

7 Section 2. If any section, subsection, clause or provision of this resolution is held
8 invalid, the remainder shall not be affected by such invalidity.

9 Section 3. All resolutions or parts of resolutions in conflict herewith shall be and
10 hereby are repealed.

11 Section 4. This resolution shall take effect upon (1) approval of the License
12 Agreement by both the Agency and the City, and (2) receipt of a fully executed copy of the
13 Developer's Consent.

14 PASSED AND ADOPTED by the City Council of the City of Boca Raton this 11th
15 day of May, 2010.
16

17 CITY OF BOCA RATON, FLORIDA

18
19 ATTEST:

20
21 Susan S. Saxton
22
23 Susan S. Saxton, City Clerk

24 Susan Whelchel
25 Susan Whelchel, Mayor

26
27 dfk
28
29

COUNCIL VOTE			
	YES	NO	ABSTAINED
MAYOR SUSAN WHELCHER	✓		
DEPUTY MAYOR SUSAN HAYNIE	✓		
COUNCIL MEMBER ANTHONY MAJHESS	✓	✓	
COUNCIL MEMBER MICHAEL MULLAUGH	✓		
COUNCIL MEMBER CONSTANCE J. SCOTT	✓		

EXHIBIT "1"
LICENSE AGREEMENT

This Agreement is made effective as of _____, 2010 between BOCA RATON COMMUNITY REDEVELOPMENT AGENCY (CRA), a community redevelopment agency authorized and existing pursuant to Part III of Florida Statutes, Chapter 163 (the "**Licensor**"), having an address at 201 W. Palmetto Park Road, Boca Raton, Florida 33432-3730 and CITY OF BOCA RATON (CITY), a Florida municipal corporation (the "**Licensee**"), having an address at 201 W. Palmetto Park Road, Boca Raton, Florida 33432-3730.

WHEREAS, Licensor is the owner of the real property as described in Exhibit "A" ("Mizner Park") attached hereto and parking meters, pursuant to this Agreement, will be installed thereon;

WHEREAS, the Licensor has determined that parking meters are needed to control parking at Mizner Park and is hereby granting Licensee certain rights regarding said parking meters;

WHEREAS, Licensor has agreed to grant Licensee a license to allow it to install, maintain and enforce parking regulations for parking meters for surface parking spaces in Mizner Park within the Specified License Area upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein as if fully set out.
2. The Licensor hereby grants to Licensee a license to install, maintain and preserve parking meters, collect meter revenue, and enforce parking regulations for surface parking spaces in Mizner Park. Licensee shall not be permitted to place any other permanent improvements within Mizner Park, except signage and other improvements necessary to effectuate the parking meters.
3. The location of the parking meters shall be consistent with Exhibit "B". Any change to the location of the parking meters shall be subject to the prior written approval of the Executive Director of the Licensor.
4. Parking meters will comply with all applicable laws, ordinances and regulations of applicable governmental authorities, and will be maintained by Licensee in good, safe and useable condition, and replaced by Licensee.
5. Licensee agrees to collect all meter revenues. All expenses necessary to pay for the acquisition, installation, replacement and maintenance of the parking meters, collect meter revenue, enforce the parking regulations, administer the parking meter program, and any other fees and costs incurred by Licensee in connection with the parking meter program will be charged to the Licensor. Licensee shall remit collected revenues to Licensor on a quarterly basis and Licensor shall repay Licensee the expenses due hereunder pursuant to the Interlocal Agreement dated October 8, 2009, between the CITY and the CRA.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Upon prior written request of either party, the other party hereto will furnish the requesting party an estoppel certificate, setting forth the status of the rights, privileges and obligations created and existing hereunder, in form reasonably satisfactory to the requesting party.

(INTENTIONALLY LEFT BLANK)

IN WITNESS HEREOF, Licensor and Licensee have caused this License Agreement to be executed as of the ____ day of _____, 2010.

BOCA RATON COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency authorized and existing pursuant to Part III of Florida Statutes, Chapter 163

By: _____
Constance J. Scott, Chairman

CITY OF BOCA RATON, a Florida Municipal Corporation

By: _____
Susan Whelchel, Mayor

ATTEST:

Susan S. Saxton, City Clerk

Approved as to form and legality:

By:  _____
Diana Grub Frieser, City Attorney

EXHIBIT "A"

All of the plat of MIZNER PARK, according to the plat thereof, as recorded in Plat Book 67, Page 68, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

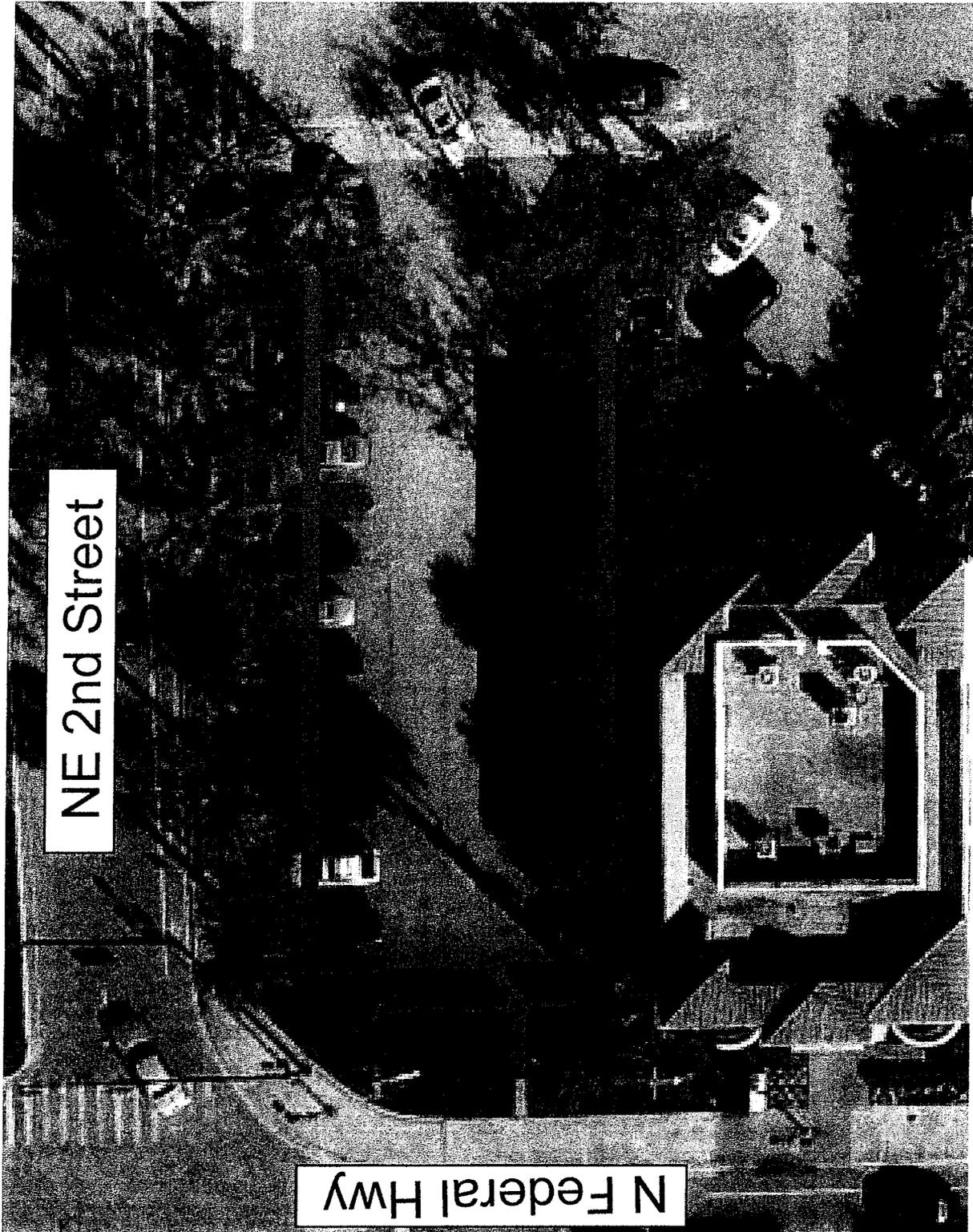


LEGEND
DIGITAL LINK METER

<p>City Of Boca Raton Municipal Services/Engineering Division <small>207 West Palm Beach Blvd., Suite 100 Boca Raton, FL 33432-2709 Tel: (561)345-5400</small></p>		<p>Scale: _____</p>	<p>City of Boca Raton Checked by: J.A. Approved by: J.A. Drawing Date: 07/26/06 Project No: _____</p>	<p>Notes to: <input type="checkbox"/> Parks <input type="checkbox"/> Safety <input type="checkbox"/> Public Works <input type="checkbox"/> Utilities <input type="checkbox"/> Transportation</p>	<p>Mizner Park Parking Meter Locations</p>	<p>Project No. _____ Sheet No. _____ 1 of 1</p>
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Exhibit C

City Parking Lot - North Federal Hwy and NE 2nd Street



LICENSE AGREEMENT

This Agreement is made effective as of May 21, 2010 between BOCA RATON COMMUNITY REDEVELOPMENT AGENCY (CRA), a community redevelopment agency authorized and existing pursuant to Part III of Florida Statutes, Chapter 163 (the “**Licensor**”), having an address at 201 W. Palmetto Park Road, Boca Raton, Florida 33432-3730 and CITY OF BOCA RATON (CITY), a Florida municipal corporation (the “**Licensee**”), having an address at 201 W. Palmetto Park Road, Boca Raton, Florida 33432-3730.

WHEREAS, Licensor is the owner of the real property as described in Exhibit “A” (“Mizner Park”) and Exhibit “C” attached hereto, that parking meters, pursuant to this Agreement, will be installed thereon;

WHEREAS, the Licensor has determined that parking meters are needed to control parking at Mizner Park and other Parking Meter Zones and is hereby granting Licensee certain rights regarding said parking meters;

WHEREAS, Licensor has agreed to grant Licensee a license to allow it to install, maintain and enforce parking regulations for parking meters for surface parking spaces in Mizner Park and other Parking Meter Zones in the downtown within the Specified License Areas upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein as if fully set out.
2. The Licensor hereby grants to Licensee a license to install, maintain and preserve parking meters, collect meter revenue, and enforce parking regulations for surface parking spaces in Mizner Park and other Parking Meter Zones in the downtown. Licensee shall not be permitted to place any other permanent improvements within Mizner Park and other Parking Meter Zones, except signage and other improvements necessary to effectuate the parking meters.
3. The location of the parking meters in Mizner Park shall be consistent with Exhibit “B”. Any change to the location of the parking meters shall be subject to the prior written approval of the Executive Director of the Licensor.
4. Parking meters will comply with all applicable laws, ordinances and regulations of applicable governmental authorities, and will be maintained by Licensee in good, safe and useable condition, and replaced by Licensee.
5. Licensee agrees to collect all meter revenues. All expenses necessary to pay for the acquisition, installation, replacement and maintenance of the parking meters, collect meter revenue, enforce the parking regulations, administer the parking meter program, and any other fees and costs incurred by Licensee in connection with the parking meter program will be charged to the Licensor. Licensee shall remit collected revenues to Licensor on a quarterly basis and Licensor shall repay Licensee the expenses due hereunder pursuant to the Interlocal Agreement dated October 8, 2009, between the CITY and the CRA.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Upon prior written request of either party, the other party hereto will furnish the requesting party an estoppel certificate, setting forth the status of the rights, privileges and obligations created and existing hereunder, in form reasonably satisfactory to the requesting party.

(INTENTIONALLY LEFT BLANK)

IN WITNESS HEREOF, Licensor and Licensee have caused this License Agreement to be executed as of the 21st day of May, 2010.

BOCA RATON COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency authorized and existing pursuant to Part III of Florida Statutes, Chapter 163

By: Constance J. Scott
Constance J. Scott, Chairman

CITY OF BOCA RATON, a Florida Municipal Corporation

By: Susan Whelchel
Susan Whelchel, Mayor

ATTEST:

Susan S. Saxton
Susan S. Saxton, City Clerk

Approved as to form and legality:

By: Diana Grub Frieser
Diana Grub Frieser, City Attorney

EXHIBIT "A"

All of the plat of MIZNER PARK, according to the plat thereof, as recorded in Plat Book 67, Page 68, of the Public Records of Palm Beach County, Florida.

Exhibit C

City Parking Lot - North Federal Hwy and NE 2nd Street

