



City Hall Commission Chambers  
3650 NE 12 Avenue  
Oakland Park, Florida 33334

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**COMMUNITY REDEVELOPMENT AGENCY AGENDA  
FEBRUARY 17, 2016 6:30 P.M.**

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**ROLL CALL**

<b>PRESENTATIONS</b>
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**CRA Update**

<b>1. PUBLIC COMMENTS</b>
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<p><b>At this time any person will be allowed to speak on any matter that pertains to City business for a length of time not to exceed four minutes per person.</b></p>
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<b>RESOLUTIONS AND MISCELLANEOUS</b>
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**2. Switchbox Coffee Roasters Incentive Application**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING A GRANT IN THE AMOUNT OF \$10,462.00 TO SWITCHBOX COFFEE ROASTERS, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

<b>Exhibits:</b>	Resolution application businessdocs quote Switchbox Pictures Switchbox Design Switchbox map
<b>Recommendation:</b>	Motion to Adopt Resolution Discussion Vote on Motion

**3. 555 Real Property LLC Facade Incentive Application**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING A GRANT NOT TO EXCEED \$10,000.00 TO 555 REAL PROPERTY, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

<b>Exhibits:</b>	Resolution
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**Recommendation:**

- application
- 555quote
- 555deed
- 555 Building Pictures
- 555 Elevations
- 555map
- Motion to Adopt Resolution
- Discussion
- Vote on Motion

**ADJOURN**

This meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's Office at (954) 630-4300, or FAX (954) 630-4203 for information or assistance.

I, the undersigned authority, certify the above Notice of Meeting is a true copy of the Notice posted on the outdoor bulletin board at the main entrance of City Hall, a place convenient and readily accessible to the general public at all times.

Posted: \_\_\_\_\_

By:           *Renee M. Shrout*            
Renee M Shrout, CMC  
City Clerk

# CITY OF OAKLAND PARK, FLORIDA CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO.

MEETING DATE: 2/17/2016

**PREPARED  
BY:**

**DEPARTMENT HEAD  
APPROVAL:  
CITY MANAGER APPROVAL:**

**SUBJECT:** CRA Update

- 1. BACKGROUND/HISTORY**
  
- 2. CURRENT ACTIVITY**
  
- 3. ATTACHMENTS**  
  
[CRA Update](#)
  
- 4. FINANCIAL IMPACT**
  
- 5. RECOMMENDATION**



3650 N.E. 12th Avenue • Oakland Park, Florida 33334 • 954.630.4200 • [www.oaklandparkfl.or](http://www.oaklandparkfl.or)

## MEMORANDUM

DATE: February 8, 2016

TO: David Hebert, City Manager

FROM: Kathleen S. Margoles, Community and Economic Development Director

RE: CRA Update

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### **Culinary District Update**

We are in continued discussion with FEC regarding the leased area for the Downtown Connector Project. A tentative agreement had been reached with FEC staff for additional leased area for the fountain, but their engineering group requested further review of the plans. As soon as the leased area is finalized staff will issue a solicitation for construction of the fountain entryway to the Park.

We are also working with FEC on the impacts of the FEC additional track installation. As indicated in the January 20<sup>th</sup> FEC presentation, 31 Palms have been relocated. As the installation progresses, City staff is reviewing the plans with FEC staff to minimize the impacts on the Main Street landscaping.

The Archway design is finished. Construction documents are being completed to submit for a building permit. Contractor will have permits by the end of the month.

Funky Buddha Brewery has signed a lease for an additional 60,000 square feet in the Oakland Station building, the remaining available space in the building. They have not decided on a specific use.

Allied Kitchen and Bath continues with their façade improvements and showroom build out. They expect a grand opening within a few months. At their invitation, we are working with them on plans for a special event during Fleet Week in early May.

Mr. Roselli, the owner of Park Plaza, has completed the renovations on the exterior of his building. He will be working on the parking lot next. Mr. Roselli is looking for a tenant for the building.

The Broward 100 mural has been completed. Staff is planning an event to unveil the mural to the public later this month or early next month.

Koncept Events has moved into their newly renovated building. They are seeking a tenant to lease some 700 square feet of retail space within the building.

CRA and City staff have met with the parties who have signed a lease at 3400 NE 12th Ave, the property Koncept Events previously occupied. They will be opening a Cigar Bar. Their plans were on the February 11<sup>th</sup> Development Review Committee (DRC) meeting for review.

The Filling Station and Garage Bar unexpectedly closed on January 27th. Amos Chess, the owner of the property, has been contacted by interested restaurant owners.

On February 4th, the Funky Buddha Craft Kitchen was featured for the Oakland Park Culinary Arts Showcase. Funky Buddha served four menu favorites including Fuhgeddaboutit Beer Cheese, Blistered Peppers, Harmony Salad and Chicken n Biscuit. They paired each item with a FBB craft beer. The FBB event topped the previous month attendance of 80 attendees with almost 100 attendees.

The future dates and chef presenters are:

March 3      Big Dog Station

April 7      Katie Choy, cookbook author of Family Secrets, Experience the Favors of Peru

May 5      Hot & Soul

We also learned that El Guanaco, January's featured restaurant, was filmed for Michelle Bernstein's Check Please that airs on PBS. The episode will air the week of March 28<sup>th</sup>. The January Music on Main was cancelled due to bad weather. The February band is Joel DaSilva and the Midnight Howl on February 26<sup>th</sup>. The band plays Americana rock and roll, blues and soul music.

The future Music on Main lineup includes:

March 11- Andrew Morris Band- Classic rock

April 8- Tom Jackson Band- Country with a rockability twist

May 27- Iko-Iko- Gulf Coast Americana, Roots, Rock, Jam Band Mardi Gras and Blues

The Prospect Plaza parking lot renovations continue on schedule. The contractor is installing the brick pavers along store fronts, finishing the drainage, starting irrigation installation and has submitted permits for sign installation.

**CITY OF OAKLAND PARK, FLORIDA  
CITY COMMISSION AGENDA ITEM REPORT**

**AGENDA ITEM NO. 2**

MEETING DATE: 2/17/2016

<b>PREPARED BY:</b>	Kathleen S. Margoles Community and Economic Development Director	<b>DEPARTMENT HEAD APPROVAL:</b>	CRA
		<b>CITY MANAGER APPROVAL:</b>	FINANCIAL SERVICES

**SUBJECT:** Switchbox Coffee Roasters Incentive Application

**1. BACKGROUND/HISTORY**

**Issue Statement:** Switchbox Coffee Roasters, located at 3446 Main Street, has applied for a Strategic Investment Program Incentive. The business property qualifies for a \$10,462.00 grant based on the formula.

**Proposed Solution:** The CRA Board approve the grant for Switchbox Coffee Roasters in the amount of \$10,462.00.

In November 2012, the CRA Board approved four (4) incentive programs for businesses located in the Culinary Arts District, including two façade improvement programs, the strategic investment program and a relocation program. In November 2015, the CRA Board expanded the two façade improvement programs to the entire CRA area.

The CRA received an incentive application from Switchbox Coffee Roasters, LLC for the Strategic Investment Program Incentive (SIP) offered through the CRA for the new business located at 3446 N.E. 12<sup>th</sup> Ave. The Strategic Investment Program was designed to attract businesses to the Culinary Arts District.

The intent of the SIP is to:

- Serve as a catalyst to stimulate private investment
- Reduce or eliminate financial gaps in development projects
- Support the development of the Culinary Arts District
- Encourage quality design and secure key anchor tenants to enhance marketability of adjacent properties.

The Strategic Investment Program is a CRA incentive program in which the CRA reimburses a business fifty percent (50%) of the costs of eligible site improvements to a project that results in a culinary related use, up to an amount not to exceed 50% of the projected property tax increase generated by the improvements over the fifteen (15) year period following the completion of the improvements.

## 2. CURRENT ACTIVITY

This business has signed a lease with 3446, Inc. for 2500 square feet of restaurant space and outdoor seating space on the west side. Switchbox has executed an Outdoor Seating agreement with the City for outdoor seating space along the North side of the building.

The owners of Switchbox are Brian and Miriam Protsman. The 2,500 square foot building is undergoing complete renovation inside.

The total estimated cost of the improvements to the property located at 3446 NE 12<sup>th</sup> Ave. is \$250,000. The formula is as follows:

(Projected New Assessment – Current Assessment) X 90% (80 plus 10% for jobs created)  
X Current Millage X 15 years/2.

548,080

-298,080

$250,000 \times .90 = 225,000 \times .0061995 \times 15 = 20923.31/2 = 10,462.00.$

## 3. ATTACHMENTS

[Resolution application businessdocs quote](#)  
[Switchbox Pictures](#)  
[Switchbox Design](#)  
[Switchbox map](#)

## 4. FINANCIAL IMPACT

\$85,000 was allocated in the FY16 Budget for incentives for the CRA. Two incentives have been awarded this year totaling \$20,000, reducing the available balance to \$65,000.

There is also another incentive application pending of \$10,000.00, which would further reduce the remaining balance to \$44,538, if approved.

Account	Available Balance	Proposed Expenditure	Remaining Balance
13017559.483100: Other Grants and Aids	\$65,000	\$10,462	\$54,538

**5. RECOMMENDATION**

Staff recommends approval of the amount allowed of \$10,462.00.

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**RESOLUTION NO. R-2016-XXX**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING A GRANT IN THE AMOUNT OF \$10,462.00 TO SWITCHBOX COFFEE ROASTERS, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of Commissioners of the Oakland Park Community Redevelopment Agency deems it to be in the best interest of the City to approve a grant to Switchbox Coffee Roasters, LLC.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Board of Commissioners of the Oakland Park Redevelopment Agency. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** That the Board of Commissioners of the Community Redevelopment Agency (CRA) hereby approves a grant in an amount of \$10,462.00 to Switchbox Coffee Roasters, LLC.

**SECTION 3.** The appropriate CRA officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**SECTION 6.** This Resolution shall become effective immediately upon its passage and adoption.

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**ADOPTED** by the Board of Commissioners of the Oakland Park Community  
Redevelopment Agency this 17<sup>th</sup>, day of February, 2016.

OAKLAND PARK COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
TIM LONERGAN, BOARD CHAIRMAN

J. ADORNATO III            \_\_\_\_\_  
S. GUEVREKIAN            \_\_\_\_\_  
J. SHANK                    \_\_\_\_\_  
M. CARN                     \_\_\_\_\_  
T. LONERGAN                \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
RENEE M. SHROUT, CMC  
CITY CLERK

SwitchBox Coffee Roasters  
 3446 NE 12<sup>th</sup> Ave  
 Oakland Park, FL 33334  
 Owners: Brian Protsman & Ryan Cave

This letter is to serve as a brief description of Switchbox Roasters, Changes made since Business plan inception and non-exhaustive description of property improvement.

### **Who we are**

- SwitchBox Coffee Roasters is a new coffee shop/roastery that is looking to establish a strong market presence in South Florida by providing a wide array of coffee beverages, paired food items and roasted coffee beans for take-home. With a combined 40 years of experience among its management, SwitchBox intends to bring an elevated coffee experience to the area while attracting National attention in the coffee and culinary industries.
- In addition to its high-quality prepared items and merchandise, the Company will offer a state-of-the-art education center certified by the Specialty Coffee Association of America (SCAA) where it will teach classes (later date). The education center will also set the standard for other local industry professionals that are looking to further their careers and enhance their skills. In all of its endeavors, quality, community and customer service will always be of the utmost importance and never sacrificed.

### **Please note following important changes from original business plan**

- Total Build out cost for 3446 NE 12<sup>th</sup> Ave will exceed \$250K
- Lack of Natural gas in Oakland Park, downtown area, will cost us an additional \$10K in expenses
- Equipment costs will exceed \$100K
- Salaried owners will be 1 instead of 2 to accommodate extra space we acquired and more employees
- First year should provide 6-8 new jobs in Oakland Park area

### **Overall building improvements**

- Exterior space of building will be beautified and changed into a more modern, vintage/Industrial culinary arts space by the changing of awnings, new paint, new landscaping and added reclaimed wood for visual appeal.
- Inside space will be gutted and have all new plumbing, separation of utilities for all 3 units, new electrical w/ panels, also separated for all units, new A/C units and ducting, reclaimed wood, exposed brick, complete water filtration system and many, many more upgrades.

**Strategic Investment Program  
Application Form**

Date of Application 12/18/15

Address of project requesting CRA investment:

2. Name of Applicant: SwitchBox Coffee Roasters

Address of Applicant: 3446 NE 12<sup>th</sup> AVE

Phone:

Fax:

Email: Brian@Switchboxcoffee.com

3. Does the applicant own project property?  Yes  No

If "No" box is checked, when will property be in control (own or long-term lease) of applicant?

Aug 10<sup>th</sup> 2015

Indicate the owning entity of the property (i.e. name on property title)

3446, LLC

4. What is the total estimated project investment?

Current assessed value : \_\_\_\_\_

New capital investment dollars: \$300K - Project Costs

Total estimated new assessment: \_\_\_\_\_

5. What is the percentage (%) amount of ownership equity relative to total estimated project investment?

- 20% or more
- 10% to 19.9%
- Less than 10%
- None

6. What is the percentage (%) of minority ownership of the project?

- 100%
- 50% or more
- Less than 50%
- None

7. How many jobs for neighborhood residents will be created upon completion of the project?

- 1-5
- 6-10
- 10+
- None

8. When is it anticipated that construction could begin, assuming project receives SIP assistance? (A detailed project schedule must accompany application)

- Less than 12 months
- 12 to 16 months
- 16 to 24 months
- Longer than 24 months

9. Include with this application:

- Bids/quotes from 2 licensed contractors, with a completed contract with one of them
- Description of proposed development/improvement of property
- Preliminary site plan, floor plans and renderings that enable staff to determine quality of design; parking must be included in the site plan and meet current code regulations
- Infrastructure improvements, if any, in either the public ROW or on private property
- Preliminary project schedule
- Tenant makeup
- Resume of developer indicating related development experience
- Business and Financial Information:
  - Business Plan
  - Proforma / Financial Analysis
  - Mortgage on property
  - Lease agreements
  - Letter of Intent from lending institution
  - Partnership and/or ownership information with equity positions

10. Applicant must submit 25 copies for distribution after City staff review.

Authorized Representative

Brian Protsman  
Name

Owner  
Title

  
Signature

12/18/15  
Date

**Please Note**

Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the goals and objectives as set forth in the Oakland Park CRA Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.



Site Address	3444-3446 NE 12 AVENUE, OAKLAND PARK	ID #	4942 23 04 0050
Property Owner	3446 LLC	Millage	1712
Mailing Address	1712 NE 17 AVE FORT LAUDERDALE FL 33305	Use	12

Abbreviated Legal Description	OAKLAND PARK SUB OF BLK 5 2-41 B LOT 10,11 BLK 5
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**The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).**

Property Assessment Values					
Click here to see 2015 Exemptions and Taxable Values as reflected on the Nov. 1, 2015 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2016	\$43,960	\$254,120	\$298,080	\$298,080	
2015	\$43,960	\$254,120	\$298,080	\$298,080	\$7,533.90
2014	\$43,960	\$239,190	\$283,150	\$283,150	\$7,104.60

**IMPORTANT: The 2016 values currently shown are "roll over" values from 2015. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2016, to see the actual proposed 2016 assessments and portability values.**

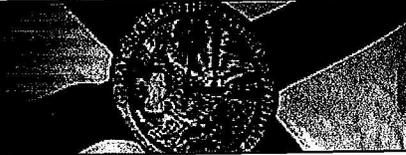
2016 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$298,080	\$298,080	\$298,080	\$298,080
Portability	0	0	0	0
Assessed/SOH	\$298,080	\$298,080	\$298,080	\$298,080
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$298,080	\$298,080	\$298,080	\$298,080

Sales History			
Date	Type	Price	Book/Page or CIN
11/27/2013	WD-Q	\$350,000	111956942
3/16/1998	WD	\$165,000	27876 / 657
11/15/1995	WD	\$140,000	24172 / 340
10/1/1982	WD	\$125,000	10466 / 829
10/1/1965	WD	\$25,000	

Land Calculations		
Price	Factor	Type
\$11.00	3,996	SF
Adj. Bldg. S.F. (Card, Sketch)		3295
Units		1

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
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FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



**Detail by Entity Name**

**Florida Limited Liability Company**

SWITCHBOX COFFEE ROASTERS, LLC

**Filing Information**

<b>Document Number</b>	L15000106644
<b>FEI/EIN Number</b>	NONE
<b>Date Filed</b>	06/18/2015
<b>Effective Date</b>	06/18/2015
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**

2121 NORTH OCEAN BLVD  
1104E  
BOCA RATON, FL 33431

**Mailing Address**

2121 NORTH OCEAN BLVD  
1104E  
BOCA RATON, FL 33431

**Registered Agent Name & Address**

CAVE, CHARLES R  
2121 NORTH OCEAN BLVD  
1104E  
BOCA RATON, FL 33431

**Authorized Person(s) Detail**

**Name & Address**

Title MGR

CAVE, CHARLES R  
2121 NORTH OCEAN BLVD 1104E  
BOCA RATON, FL 33431

Title MGR

PROTSMAN, BRIAN M  
2121 NORTH OCEAN BLVD 1104E  
BOCA RATON, FL 33431

Title MGR

Detail by Entity Name

PROTSMAN, MIRIAM  
2121 NORTH OCEAN BLVD 1104E  
BOCA RATON, FL 33431

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

06/18/2015 -- Florida Limited Liability

View image in PDF format

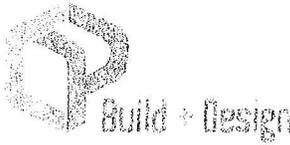
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State of Florida, Department of State

# Bid Breakdown Form

Tenant: Switch Box Coffee Roasters  
 Space No.: 3446 NE 12 Ave Oakland Park, Fl  
 Square Footage: 2,500  
 Contactor: CP Deisgn Build Services, LLC Signature: \_\_\_\_\_  
 Address: 2434 Vermont Ct Cape Coral, Fl 33991  
 Phone: 888-325-1114 E-Mail: david@cp-build.com  
 Date of Bid: 11/6/2015

CSI Division	Description	Quantities	Units	Unit Cost	Total Cost
Div. 01	Basic General Conditions (Supervision/Labor) 12 weeks at \$750				\$9,000.00
	Permit Fees (allowance) Includes Permit Processing				\$1,000.00
	Dumpster/Hauling				\$1,480.00
	Labor Clean -up				\$1,220.00
	Final Clean				\$875.00
	Protection				\$1,050.00
	<b>TOTAL General Requirements</b>				<b>\$12,700.00</b>
Div. 02	Demolition (Existing Conditions)				\$3,450.00
Scope					
Div. 03	Concrete				\$3,115.00
Scope	Cut, termite Cert., and Pour back				
Div. 04	Masonry				\$9,775.00
Scope	Rough Carpentry, Concrete, Footers, Shoring, Seal OH Door, and Rear Door				
Div. 05	Metals				\$2,940.00
Scope	A/C Stands, 4 Columns, Channels, and Plates				
Div. 06	Wood, Plastic, and Composites				\$38,750.00
Scope	Wood Trellis, Exterior Wood, Built In Bench, F&I Service Area, Horizontal Plans				
Div. 07	Thermal & Moisture Protection				\$750.00
Scope					
Div. 08	Doors				\$4,250.00
Scope	8 Total Doors				
Div. 09	<b>FINISHES</b>				
	Brick Vaneer				\$5,765.00
	Gypsum/ Steel Stud Wall Systems				\$9,850.00
	Paint Ceiling				\$2,550.00
	Floor Finishes				\$12,345.00
	Wall Tile Instalation				\$3,200.00
	Wall Cove Base 250 ft				\$1,125.00
	<b>TOTAL Finishes</b>				<b>\$33,710.00</b>
Scope					
Div. 10	Specialties				\$12,300.00
Scope	Cesar Stone Tops				
Div. 13	Special Construction				\$0.00
Scope					
Div. 14	Roofing				\$2,750.00
Scope	2 A/C Stand pans, Hood Penetration Drying				
Div. 21	Fire Suppression				\$935.00
Scope	Fire Penetration Sealing 1st to Second Floor				
Div. 22	Plumbing				\$27,560.00
Scope	As Per Plan, Includes above ground Grease trap Instalation				
Div. 23	Heating, Ventilation, and Airconditioning				\$41,500.00
Scope	As Per Plan, Includes Spiral Duct				
Div. 26	Electrical				\$38,500.00
Scope	Includes \$2,000 Light Fixture Package Allowance				
Div 31-33	Site - Earthwork / Landscaping / Utilities				\$0.00
Scope					
<b>Construction Subtotal</b>					<b>\$232,985.00</b>
Contractor's Overhead and Profit 15%					\$34,947.75
State Regulatory Fees					\$0.00
Design Fees					\$0.00
Alternate(s)					\$0.00
<b>Total Construction Cost:</b>					<b>\$267,932.75</b>
Completion Time			84	Days	



This agreement is made and entered into on October \_\_, 2015 between Switchbox Coffee, LLC/Brian Matthew Prostman/Charles Ryan Cave "OWNER OR OWNERS REPRESENTATIVE (CLIENT)" whose address is and CP DESIGN BUILD SERVICES, LLC, "CP", whose address is , to remodel the tenant space on the property located at: 3446 NE 12 Ave Oakland Park, Fl. , "SUBJECT PROPERTY".

1. THE CONTRACT DOCUMENTS: The contract documents include the terms of this contract and, by reference, the documents listed below:

- a) This Document
- b) Scope of Work (SOW) – Dated October 20, 2015

2. START DATE: The Work will begin on or before, November 18, 2015, 2015 for Plans and Permitting – Construction estimated start time to be December 1, 2015. Time is of the essence of this Contract. If the Contractor is delayed at any time in the progress of the Work by Change Orders, BAM's failure to make timely progress payments, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the CP's control, then the Completion Date will be extended by a Change Order. *PERMITS ISSUANCE OF BUILDING PERMIT FROM THE CITY OF OAKLAND PARK PROJECT TO BE COMPLETED IN 10 WEEKS*

3. CHANGE ORDERS. All Change Orders must be signed by the CLIENT and the CP to be binding upon the parties. CLIENT may request changes in the work as specified in the Remodel Proposal dated October 7, 2015.

- All Change orders will have 20% overhead and profit fee added to them. Additional charges for the changes are due and payable prior to the work being performed. There is a \$ 100.00 minimum administrative charge per additional work item requested. If the additional work request is accepted, the completion date stated may will be adjusted by CP.

CP does not recognize agreements made by the CLIENT with other vendors and/or trades people on the job and CLIENT is responsible for any costs associated with such agreements.

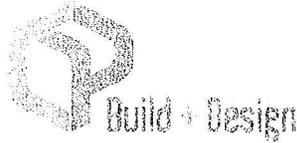
4. QUALITY: All work is to be done in a quality manner. The definition of quality will be a completely affirmative answer to the following questions: Is the work or application clean? Does the work or application fit? Does the work or application perform the tasks that it is intended to do? Is the work or application in compliance with the Remodel Proposal? Contractor-supplied material is to be as specified unless materials are not available to CP.

5. INDEPENDENT CONTRACTOR: The relationship of CLIENT and CP created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

6. CONTRACTOR'S RESPONSIBILITIES. CP will supervise and be solely responsible for all construction means, methods, techniques and procedures for the work. Unless specifically agreed in writing, CP will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for execution and completion of the Work. . If this Contract is a contract for the repair of an existing structure, CLIENT will provide water, heat and utilities necessary to complete the Work. CP warrants that all of the materials used in performing the Work will be new unless otherwise specified and that all work will adhere to the definition of good quality as defined in section 4 and will be in conformance with all applicable building codes and laws. CP will obtain and pay for all building permits, licenses and inspections necessary for completion of the work. CP will comply with all laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over performance of the work. CP will keep the Project free from the accumulation of waste and rubbish caused by the work and, upon completion of the work, will remove all its waste material from the Project as well as all of its tools, equipment and surplus materials.

Page 1

CP Design Build Services, LLC  
12000 NW 47th Ave, Boca Raton, FL 33496-1257  
Tel: 561-997-0040  
Fax: 561-997-0040  
CP Design Build Services, LLC - Boca Raton, Florida 33496 | 561-997-0040



7. **SUBCONTRACTORS.** CP will have sole discretion as to who it hires for subcontracted work (a subcontractor is defined to be any person or entity who has a direct contract with and authority from CP to perform any portion of the work), and shall be solely responsible for the conduct and performance of such subcontractors.

CP, and all of CP's subcontractors, shall promptly pay any subcontractor or material supplier within 5 days after the CP's receipt of payment from CLIENT for undisputed services provided by the subcontractor(s) or material supplier(s).

8. **GENERAL ACKNOWLEDGEMENTS: EXISTING CONDITION** - We make no representation of existing conditions and assume no responsibility of condition for any of the **SUBJECT PROPERTY'S** equipment or other **SUBJECT PROPERTY'S** items that may or may not be relocated or affected by our work, unless such conditions are caused by an act of negligence on our part.

9. **HIDDEN DEFECTS** - It is acknowledged that hidden structural defects, faulty wiring, substandard plumbing, or other defective components of the **SUBJECT PROPERTY** may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledge that the expense, if any, will be the responsibility of **CLIENT**. No work of this nature will be done without the visual inspection by **CLIENT** and then the subsequent written approval of same.

10. **DESTRUCTIVE INSPECTIONS:** We have made thorough visual inspections of the **SUBJECT PROPERTY** and have made our analysis of the building methods and locations of covered systems. We have not made destructive inspections (that is, removing floors, walls, sidings, or other coverings) to reveal possible unknowns. In the event of a discovery of an unknown element (not an oversight on our part), any additional costs involved shall be incurred by **CLIENT**. No work of this nature will be done without the visual inspection by **CLIENT** and then the subsequent written approval of same.

11. **UTILITIES:** CP has not included costs for electrical, water or sewage. It is understood that CP shall have full use of the **SUBJECT PROPERTY'S** utilities during the process of remodeling and that **CLIENT** will bear the costs of those utilities above and beyond the remodel agreement price.

12. **MATERIALS SELECTION:** CP asks that selections of paint, tile, fixtures, and all other materials be approved within five (5) days of authorizing to begin remodel. CP assumes no responsibility for any delays caused by selections of materials that are not locally and immediately available. However, CP will inform **CLIENT** about which materials are readily available and which are likely to negatively impact the remodel schedule.

13. **OWNER SUPPLIED ITEMS:** All materials supplied by the Owner are to be on site by the specified date in the remodel agreement. It is the responsibility of the Owner to insure that Owner-supplied items are in a good and sufficient condition to be installed and that all necessary parts to install such items are present. CP shall install Owner-supplied items "as is" and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

14. **WARRANTY:** CP hereby warrants that the work shall be free from defects in labor for one (1) year from the date of installation on the project. CP is not responsible for owner supplied material or faulty products.

15. **BUILDING CODES:** All work performed under this agreement shall comply with applicable building codes. Any additional work required by the building department beyond the scope of this remodel agreement is not the responsibility of CP.

16. **CHINES DRYWALL AND/OR OTHER HAZARDOUS MATERIALS:** It is the obligation of the Owner to determine if the structure covered by this remodel agreement contains Chinese/Defective Drywall and/or other hazardous materials. This proposal and remodel agreement does not include any provision (neither monetary nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of

Page 2

CP Design Build Services, LLC  
11000 E. 15th St., Suite 200, Denver, CO 80231  
Phone: 303-947-5442 Fax: 303-947-5442  
www.cpdbs.com Email: info@cpdbs.com  
CP Design Build Services, LLC - Denver, CO - License # CCG019563



Chinese/Defective Drywall and/or other hazardous materials. If Chinese/Defective Drywall and/or other hazardous materials are discovered after work is already in progress, and if the Chinese/Defective Drywall and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then the CP shall be entitled to additional compensation and an increase in time for completion of the project. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as noxious odors which may also pose health risks.

17. **ADVERTISING:** It is acknowledged that CP shall install a sign to facilitate delivery of materials, as well as to advertise. CP shall have the right to photograph its work and use the photographs for promotional purposes in brochures and in other advertising media. CP shall not advertise client names unless prior approval has been obtained from the client. We shall add client names to the current clients list, to be provided to potential clients, on request, as references.

18. **ALLOWANCES:** "Material allowance" covers the cost of the item(s) including all delivery charges to get the material on site. The Remodeling Contractor will install the item(s).

- a) The cost of the installation will be included in the cost of the project and not in the allowance.

19. **CONTRACT PRICE:** CP agrees to provide the Work in accordance with the above referenced specifications and all attachments listed above, for the sum of: **\$239,689.85 USD (Two Hundred Thirty Nine Thousand Six Hundred Eighty Nine Dollars and Eighty Five Cents. (USD).**

20. **PAYMENT SCHEDULE:** Payments for the work are due as follows:

A deposit in the amount of - ( \_\_\_\_\_ **\$11,984.49** \_\_\_\_\_ ) **(USD)** is due upon contract signing. Additional payments will be due as the following items of work listed below are completed.

When each payment is due, the remodeling contractor will prepare a statement of money due in writing and submit it to CLIENT. All payments are due from CLIENT no later than five (5) days after receipt of the statement or as specified below, whichever date occurs first. The remodeling contractor will furnish partial lien releases for work completed through each request, upon receipt of payment.

- a) \_\_\_\_\_ **\$11,984.49** \_\_\_\_\_ **(USD)**, due upon execution of contract by both parties.
- b) In Progress payments due on Fridays as per CP billing request.
- c) CP may request full or partial prepayment for large material items if materials are to be ordered prior to draw for that item.

**Liens:** There will be no liens placed upon the subject property unless CLIENT fails to comply with the above payment schedule and CLIENT has been given 24 hours to remedy the issue. Upon final payment the remodeling contractor will deliver a final release of lien.

21. **OTHER OWNER RESPONSIBILITIES:** As a homeowner, you can help ensure that your project goes smoothly by doing the following:

- a) Designate one person to be the Owner's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.
- b) Direct all questions to the CP project manager and avoid trying to resolve questions or problems with workers, trades people, vendors, or other individuals on or off the jobsite.
- c) Make all changes to the original remodel agreement in writing and insure that an "additional work request" form is completed and authorized before those changes are made.

Build + Design Build Services, LLC  
10000 W. 11th Ave. Suite 100 West Coast 734-206-1257  
10000 W. 11th Ave. Suite 100 West Coast 734-206-1257  
10000 W. 11th Ave. Suite 100 West Coast 734-206-1257



22. We represent and warrant to CLIENT that (a) we are licensed to perform construction work in the state where the SUBJECT PROPERTY is located (copies of our licenses are available for your review), (b) our Florida contractor license number is CGC019563; (c) we have the financial and staffing capacity to complete the work as proposed.

23. INSURANCE. CP has, and will continue to maintain, insurance coverage sufficient to protect CP from the claims of workers under the Workers' Compensation Act and other employee benefit acts for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the CP's work under this Contract, whether such operations are conducted by itself or by any subcontractor or anyone directly or indirectly employed by CP or any subcontractor. CP shall obtain and maintain liability insurance sufficient to protect the CLIENT against claims that may arise from any operations under this Contract, which insurance policy will name CLIENT as an additional insured. CP will provide the CLIENT with a certificate evidencing the insurance required by this paragraph prior to the Commencement Date. If this is a contract for the repair of an existing structure, CLIENT will obtain and maintain property insurance upon the real property at the Project site in the amount of the full insurable value thereof.

24. APPLICABLE LAW AND VENUE: This Agreement shall be constructed in accordance with the laws of the United States of America and each of the Parties hereby submits to the jurisdiction of US Courts, irrespective of the fact that a Party hereto may not be resident of or maintain a business in said country. This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

25. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between CP and CLIENT arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

*450 DOLLAR A DAY PENALTY IF JOB IS COMPLETED IN 14 WEEKS FROM DATE OF COMMENCEMENT. 2 BIDS BIDS WILL BE PAID IF COMPLETED PRIOR TO 10 WEEKS*

(a) CP and CLIENT will have 15 days after the date conflicting demands are made to attempt to resolve such Dispute, failing which, CP and CLIENT shall submit such Dispute to mediation under Paragraph 26(b).

(b) CP and CLIENT shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the construction industry. Injunctive relief may be sought without first complying with this Paragraph 26(b). Disputes not settled pursuant to this Paragraph 26 may be resolved by instituting action in the appropriate court having jurisdiction of the matter this Paragraph 26 shall survive Closing or termination of this Contract.

26. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

27. "CONTRACTOR" Contractor's Contact Information:  
Roger Campagnolo  
1423 SE 16th PL Suite 105 Cape Coral, Florida 33990  
roger@cp-build.com | 239-209-0022 Direct | GCG019563  
Toll Free: 888-325-1114 | Fax: 888-847-5242  
Email: Admin@cp-build.com | David@cp-build.com

28. CANCELLATION POLICY:  
a) CANCELLATION OF HOMESTEAD PROPERTY:

CP Design Build Services, LLC  
1423 SE 16th PL Suite 105 | Cape Coral, Florida 33990 | 239-209-0022  
roger@cp-build.com | 239-209-0022 Direct | GCG019563  
Toll Free: 888-325-1114 | Fax: 888-847-5242  
Admin@cp-build.com | David@cp-build.com

Page 4



CLIENT / OWNER ACCEPTANCE:

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature Date 11/14/15

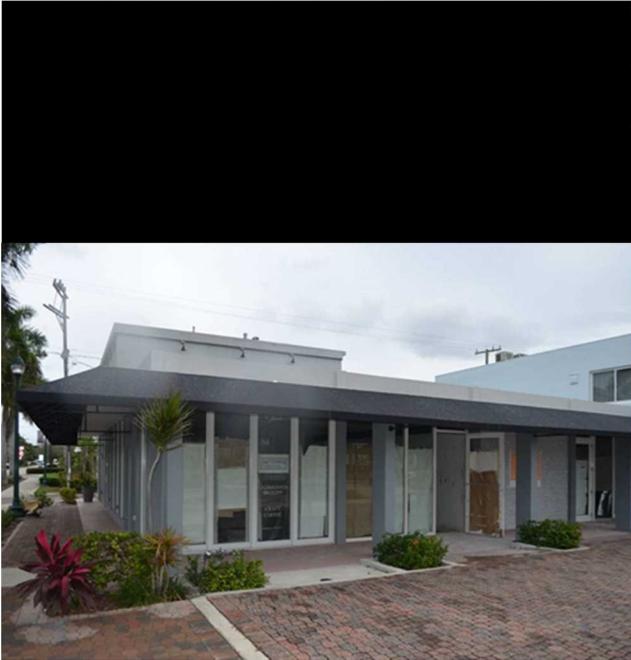
*[Handwritten Signature]* 11/14/15  
\_\_\_\_\_  
Signature Date

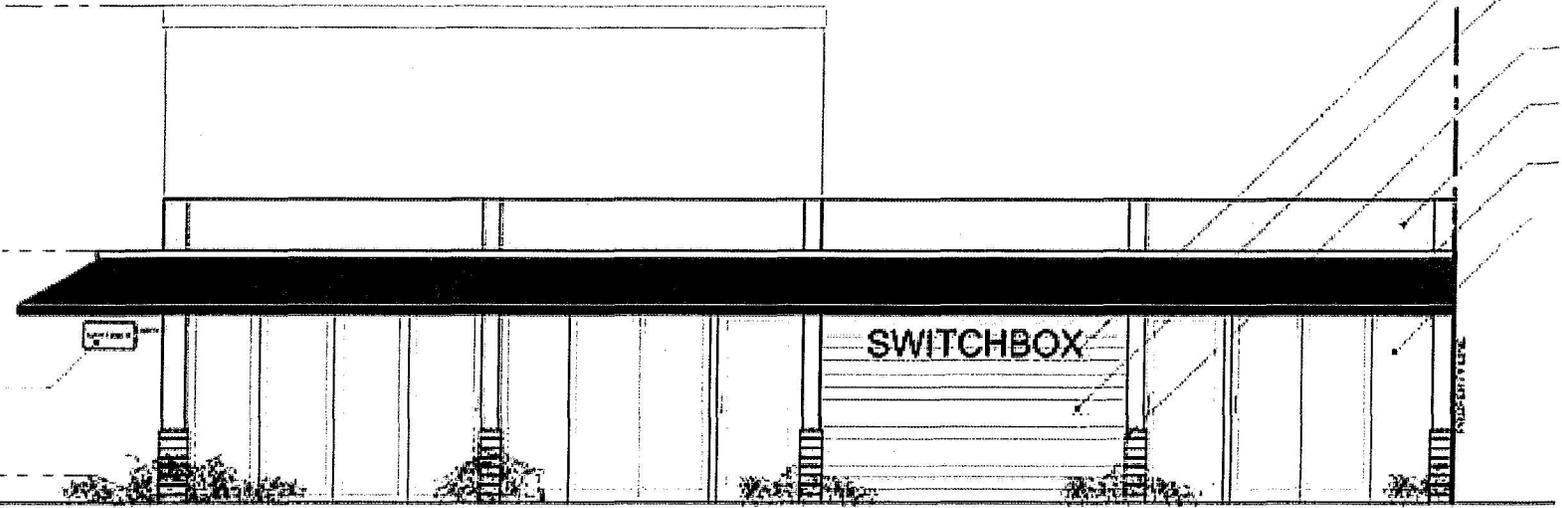
Name:

CONTRACTOR ACCEPTANCE:

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature Date

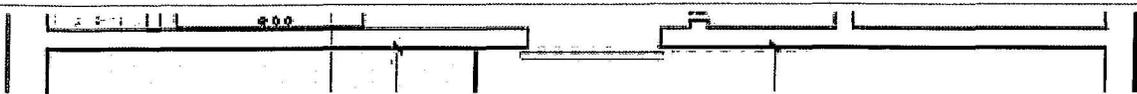
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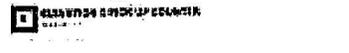
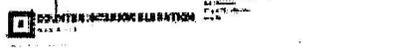
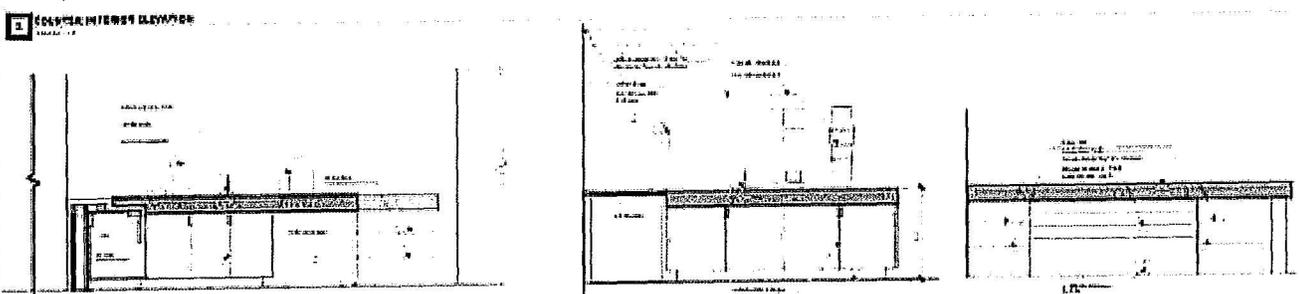
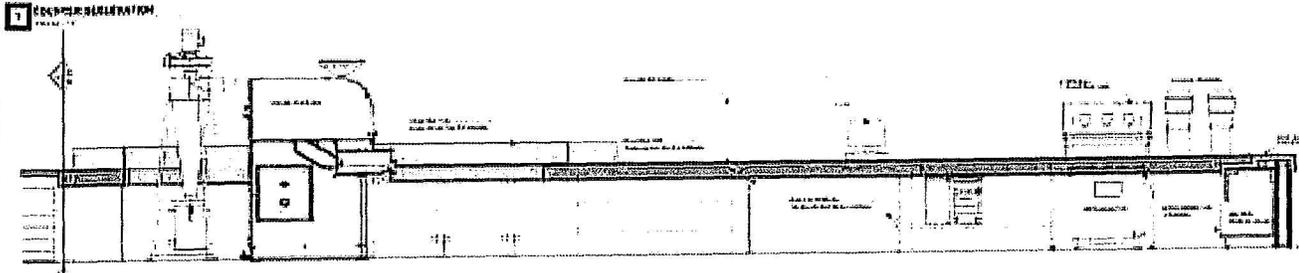




REV	DESCRIPTION
1	FUTURE WORK TEAM TO OBTAIN A WORK ORDER AND COORDINATE WITH GC TO INSTALL WORK UNDER A SEPARATE PERMIT
2	48" FT EXTERIOR BRACKETS TO BE ATTACHED TO THE WALL WITH 48" X 12" SPACER KIT TO SUPPORT TRANSFORMER PLANS (THIS IS A FUTURE WORK ITEM)
1	CONDUIT BRACKETS TO BE INSTALLED TO SUPPORT 48" FT EXTERIOR BRACKETS TO BE ATTACHED TO THE WALL
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1	CONDUIT BRACKETS TO BE INSTALLED TO SUPPORT 48" FT EXTERIOR BRACKETS TO BE ATTACHED TO THE WALL

**3** NOTES  
PAGE 1 OF 3





**GENERAL NOTES**

1. SEE DRAWING A-402

**PERMITS & APPROVALS**

ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL AND STATE CODES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCEMENT OF WORK.

**PROJECT NAME**

STATIONARY SERVICE CENTER

**PROJECT LOCATION**

STATIONARY SERVICE CENTER

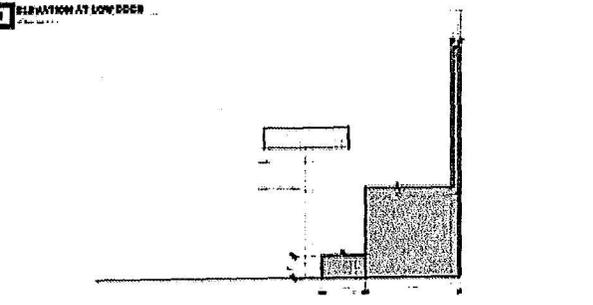
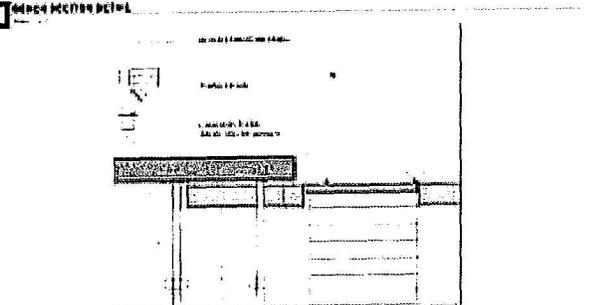
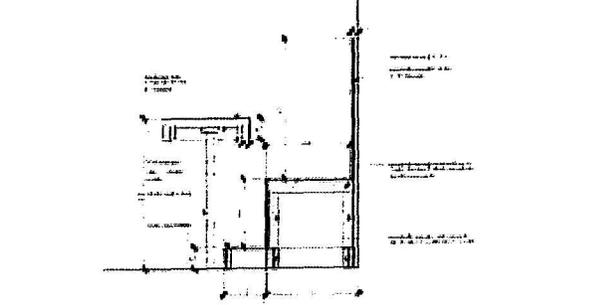
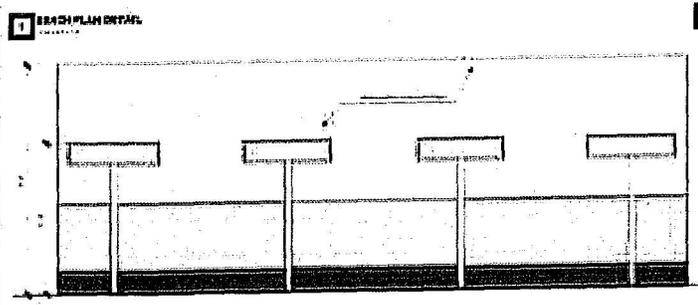
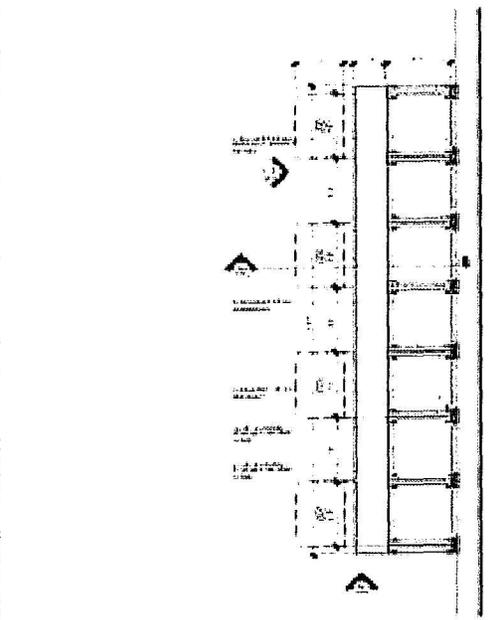
**DATE OF PREPARATION**

08/15/2018

**DATE OF COUNTER ELEVATIONS**

08/15/2018

**A-402**



**PERMITS & APPROVALS**

ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL AND STATE CODES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCEMENT OF WORK.

**PROJECT NAME**

STATIONARY SERVICE CENTER

**PROJECT LOCATION**

STATIONARY SERVICE CENTER

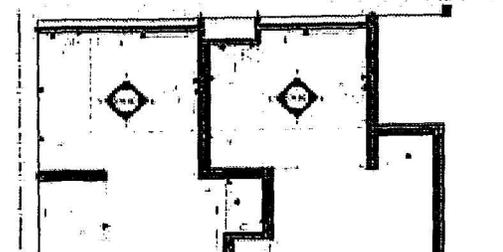
**DATE OF PREPARATION**

08/15/2018

**DATE OF BENCH DETAIL & ELEVATION**

08/15/2018

**A-403**



NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	CONCRETE FLOOR	100	SQ. FT.	4" THICK
2	CEILING	100	SQ. FT.	ACoustic
3	WALLS	100	SQ. FT.	1/2" GYPSUM BOARD
4	DOORS	2	EA.	6'0" x 2'0"
5	WINDOWS	2	EA.	6'0" x 4'0"
6	ROOF	100	SQ. FT.	2" POLYSTYRENE INSULATION
7	MECHANICAL	1	EA.	HEATING/COOLING UNIT
8	ELECTRICAL	1	EA.	PANEL
9	PLUMBING	1	EA.	SINK
10	PAINT	100	SQ. FT.	PRIMER & FINISH

**GENERAL NOTES**

1. SEE DRAWING A-402
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL AND STATE CODES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCEMENT OF WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCEMENT OF WORK.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCEMENT OF WORK.



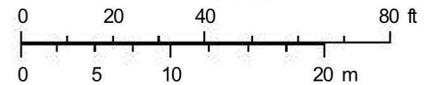




February 9, 2016

 Parcels

1:500



# CITY OF OAKLAND PARK, FLORIDA CITY COMMISSION AGENDA ITEM REPORT

## AGENDA ITEM NO. 3

MEETING DATE: 2/17/2016

<b>PREPARED BY:</b>	Kathleen S. Margoles Community and Economic Development Director	<b>DEPARTMENT HEAD APPROVAL:</b>	CRA
		<b>CITY MANAGER APPROVAL:</b>	FINANCIAL SERVICES

**SUBJECT:** 555 Real Property LLC Façade Incentive Application

### 1. BACKGROUND/HISTORY

**Issue Statement:** A Façade and Business Site Improvement Program Application has been submitted from 555 Real Property, LLC (James F. Biagi, P.E.) for the property located at 555 NW 44 Street. The property qualifies for a \$10,000 maximum grant (\$10,000 per PCN/Folio Number).

**Proposed Solution:** The CRA Board approve the Façade and Business Site Improvement Program Application from 555 Real Property, LLC (James F. Biagi, P.E.) for the property located at 555 NW 44 Street. The property qualifies for a \$10,000 maximum grant (\$10,000 per PCN/Folio Number).

In November 2012, the CRA Board approved four (4) incentive programs for businesses located in the Culinary Arts District, including two façade improvement programs, the strategic investment program and a relocation program. In November 2015, the CRA Board expanded the two façade improvement programs to the entire CRA area.

The CRA received an incentive application from 555 Real Property, LLC (James F. Biagi, P.E.) for the Façade and Business Site Improvement Program offered through the CRA for the property located at 555 NW 44<sup>th</sup> Street. The Façade program was created to encourage property owners or businesses to improve the façade of their properties while increasing property values within the CRA boundaries in Oakland Park. This property will hold the offices of James F. Biagi, P.E., an engineering firm.

### 2. CURRENT ACTIVITY

The total estimated cost of the exterior Façade Improvements for the property located at 555 NW 44<sup>th</sup> is between \$17,100 and \$19,800. The façade and site improvements include:

Exterior remodel with new windows and front door

New Façade construction

New signage and lighting

Improvements to sidewalk, driveways and parking lot

The owner wishes to increase the attractiveness and marketability of the property on NW 44<sup>th</sup> Highway to encourage redevelopment within the CRA. Staff recommends approval of the maximum amount allowed of \$10,000.00

**3. ATTACHMENTS**

- [Resolution application](#)
- [555quote](#)
- [555deed](#)
- [555 Building Pictures](#)
- [555 Elevations](#)
- [555map](#)

**4. FINANCIAL IMPACT**

\$85,000 was allocated in the FY16 Budget for CRA incentives. Two incentives have been awarded this year totaling \$20,000, reducing the available balance to \$65,000. There is also another incentive application pending of \$10,462.00, which would further reduce the remaining balance to \$44,538, if approved.

Account	Available Balance	Proposed Expenditure	Remaining Balance
13017559.483100: Other Grants and Aids	\$65,000	\$10,000	\$55,000

**5. RECOMMENDATION**

The total estimated cost of the exterior Façade Improvements for the property located at 555 NW 44<sup>th</sup> is between \$17,100 and \$19,800. Staff recommends approval of the maximum amount allowed of \$10,000.00

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**RESOLUTION NO. R-2016-XXX**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING A GRANT NOT TO EXCEED \$10,000.00 TO 555 REAL PROPERTY, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of Commissioners of the Oakland Park Community Redevelopment Agency deems it to be in the best interest of the City to approve the Façade and Business Site Improvement Program Application from 555 Real Property, LLC.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Board of Commissioners of the Oakland Park Redevelopment Agency. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** That the Board of Commissioners of the Community Redevelopment Agency (CRA) hereby approves grant funding in an amount not to exceed \$10,000.00 555 Real Property, LLC.

**SECTION 3.** The appropriate CRA officials are authorized and directed to execute the necessary documents to comply with this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**SECTION 6.** This Resolution shall become effective immediately upon its passage and adoption.

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**ADOPTED** by the Board of Commissioners of the Oakland Park Community  
Redevelopment Agency this 17<sup>th</sup>, day of February, 2016.

OAKLAND PARK COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
TIM LONERGAN, BOARD CHAIRMAN

- J. ADORNATO III \_\_\_\_\_
- S. GUEVREKIAN \_\_\_\_\_
- J. SHANK \_\_\_\_\_
- M. CARN \_\_\_\_\_
- T. LONERGAN \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
RENEE M. SHROUT, CMC  
CITY CLERK

**FAÇADE & BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION**

Date of Application 1/8/2014

1. Address of project requesting incentive:

2. Name of Applicant: VICKI BRAGI  
JOHN BRAGI

Address of Applicant:

Phone: 954 471 7883 Fax: 954 778 776-8013

Email: VICKI.BRAGI@ymail.com

3. Does the applicant own property?  Yes  No

If "No" box is checked, when will property be in control (own or long-term lease) of applicant?

Indicate the owning entity of the property (i.e. name on property title)

555 REAL PROPERTY LLC

4. Project Description:

FAÇADE IMPROVEMENTS

5. Total Project Cost \_\_\_\_\_ Total Funding Request \_\_\_\_\_

**Authorized Representative**

*Vicki Biagi*

\_\_\_\_\_

**Business Owner Signature**

**Property Owner Signature  
(If different)**

*Vicki Biagi*

\_\_\_\_\_

**Print Name**

**Print Name**

**Please Note**

Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the CRA's goals and objectives. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

555 NW 44<sup>th</sup> Street/555 Real Property LLC  
Folio# 494215014380

#### Executive Summary

**Business description:** James F. Biagi, P.E. Consulting Structural Engineers  
Operations involve all aspects of construction engineering mostly private sector projects in Broward, Palm Beach and Miami-Dade Counties. Staff: 1-licensed Professional Engineer, 3-In Training Professional Engineers, 1-assistant engineer, 1-cad operator, 1-administrator.

**Years in operations:** 22 years

**Sketch of proposed improvements:** Attached.

**Photo's of existing property conditions façade, signage, exterior of building:** Attached.

**Building renovations of the interior and exterior are currently in process. Permits have been issued by the City of Oakland Park for both interior and façade.**

555 NW 44<sup>th</sup> Street/555 Real Property LLC  
Folio# 494215014380

**Project Description:**

**Exterior Improvements:** Replace two front windows, door replacement for entrance and exit. Remove and change façade, change signage, exterior lighting, exterior repair, stucco and painting.

**Budget/Cost of Exterior improvements:**

**Demo**

Windows (2-front, 1-side), awning, dome-existing gable S. end, façade, front door

**New**

Windows (3): 2-front, 1-front side

Front door

Façade construction,

Rebuild parapet (extended façade).

Construct eyebrow.

Exterior

repair,

stucco,

paint.

New signage on building

New lighting on building

Replace electric light sign.

**Fees:** Site design, engineering, permitting

Exterior signage

Exterior lighting

Exterior repair, stucco, paint

Improvements of sidewalk, parking, driveways

Remodeling Specialist  
Window & Doors  
Kitchens & Baths



Subko Construction Co. Inc.  
State Certified General Contractor  
CGC050960

John Subko 954-328-6908  
Brandon Subko 561-452-3530

P.O. Box 276218  
Boca Raton, FL 33427

dollysubko@gmail.com

**PROPOSAL**

PROPOSAL NO.	BIAGI
SHEET NO.	1 OF 1
DATE	12/10/15

**PROPOSAL SUBMITTED TO:**

NAME	JAMES + VICKY BIAGI
ADDRESS	1915 NE 45 ST Suite #107
CITY, STATE	FT LAUDERDALE FL.
PHONE NO.	954-776-8004

**WORK TO BE PERFORMED AT:**

ADDRESS	555 NW 44 ST
CITY, STATE	OAKLAND PL FL.
DATE OF PLANS	
ARCHITECT	BIAGI ENGINEERING

We hereby propose to furnish the materials and perform the labor necessary for the completion of

The EXTERIOR RENOVATION of the Building Located at 555 NW 44 ST OAKLAND PL FL. The SCOPE of WORK Requires the Removal of the FRONT AWNING, the Removal + Replacement of the FRONT ENTRY DOOR & FRONT WINDOWS + 1 SIDE WINDOW WITH NEW IMPACT GLASS. The FRONT OVERHANG will be Removed + 80 LIN FT. OF THE SIDE OVERHANG Removed ALSO. A 8' HIGH WALL will be Added to the FRONT + 80 FT OF THE SIDE WALL TO MAKE A TOTAL HT. of APPROXIMATELY 16 FT WITH A DECORATIVE CAP to complete the FACED. The ROOF will be ALTERED to ALLOW FOR WATER RUN OFF. NEW STUCCO will FINISH THE FINAL LOOK. The BALANCE of THE ENTIRE ROOF will be Replaced with NEW ASPHALT TYPE Shingles.

ANY CONCEALED PROBLEMS will be Billed SEPARATELY

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ 19,800<sup>00</sup> )

with payments to be made as follows  
**DEPOSIT + PROGRESSIVE**

Any alteration or deviation from above specifications requiring extra costs will be executed only upon written order, and will become an extra charge out and above the estimate. All agreements contingent upon written contracts, or orders beyond our control.

Respectfully submitted Subko Const Co. Inc

Per John A. Delko Pres

Note - This proposal may be withdrawn by us if not accepted within 5 days

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**J. L. LaVallee Construction, Inc.**

835 NW 1 Street  
Fort Lauderdale, FL 33311

**Estimate**

Date	Estimate #
1/14/2016	Biagi - 1

<b>Name / Address</b>
Biagi 555 NW 44th Street Fort Lauderdale, FL

<b>Project</b>

Description	Qty	Rate	Total
Proposal for Parapet at Front of Building Demolition	1	1,500.00	1,500.00
3 New Windows	3	800.00	2,400.00
2 New Exterior Doors	2	850.00	1,700.00
Removal of old material	1	800.00	800.00
Rebuild new Parapet	1	2,500.00	2,500.00
Construct New Eyebrow	1	1,200.00	1,200.00
New Stucco & Paint	1	1,500.00	1,500.00
New Signage on Building	1	2,100.00	2,100.00
New Lighting on Building	1	1,200.00	1,200.00
Engineering Fees	1	1,000.00	1,000.00
Existing Gable South End Facade	1	1,200.00	1,200.00
<b>We appreciate your prompt payment.</b>		<b>Total</b>	<b>\$17,100.00</b>

This Instrument Prepared By:

Diane M. Perkins  
 Attorney at Law  
 Mandel & Perkins, P.A.  
 10115 West Sample Road  
 Coral Springs, FL 33065

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 23 day of June, 2015 between Gary Vuong and Truc Nguyen, husband and wife, Individually and as Trustee(s) of the The Gary Vuong Living Trust dated July 11, 2005 whose post office address is 9562 NW 52 Place, Coral Springs, FL 33076-2653, grantor, and 555 Real Property, LLC, a Florida Limited Liability Company whose post office address is 5400 N Ocean Blvd , #8, Fort Lauderdale, FL 33308, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

**Lot 24, Block 20, of NORTH ANDREWS GARDENS, according to the Plat thereof, as recorded in Plat Book 30, Page 42, of the Public Records of Broward County, Florida.**

**Parcel Identification Number: 4942-15-01-4380**

and

**Lots 22, Block 20, of NORTH ANDREWS GARDENS, according to the Plat thereof, as recorded in Plat Book 30, Page 42, of the Public Records of Broward County, Florida.**

**Parcel Identification Number: 4942-15-01-4360**

and

**Lot 23, Block 20, of NORTH ANDREWS GARDENS, according to the Plat thereof, as recorded in Plat Book 30, Page 42, of the Public Records of Broward County, Florida.**

**Parcel Identification Number: 4942-15-01-4370**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2014**.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.  
Signed, sealed and delivered in our presence:

[Signature]  
Witness Name: Steven H Zapata  
[Signature]  
Witness Name: Edwina Vega

[Signature]  
Gary Vuong, Individually and as Trustee(s)  
[Signature]  
Truc Nguyen, Individually and as Trustee(s)

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 23 day of June, 2015 by Gary Vuong and Truc Nguyen, husband and wife, Individually and as Trustees of The Gary Vuong Living Trust dated July 11, 2005, who  are personally known or  have produced a driver's license as identification.

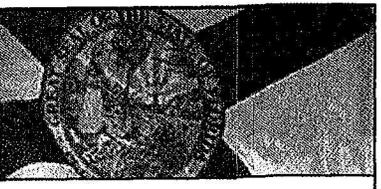
[Notary Seal]



[Signature]  
Notary Public  
Printed Name: Steven H. Zapata  
My Commission Expires: 8-26-17

6/14/2015

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



**Detail by Entity Name**

Florida Limited Liability Company

555 REAL PROPERTY LLC

Filing Information

<b>Document Number</b>	L15000104863
<b>FEI/EIN Number</b>	NONE
<b>Date Filed</b>	06/16/2015
<b>Effective Date</b>	06/12/2015
<b>State</b>	FL
<b>Status</b>	ACTIVE

Principal Address

5400 N OCEAN BLVD  
#8  
FORT LAUDERDALE, FL 33308

Mailing Address

5400 N OCEAN BLVD  
#8  
FORT LAUDERDALE, FL 33308

Registered Agent Name & Address

BIAGI, VICKI  
5400 N OCEAN BLVD  
#8  
FORT LAUDERDALE, FL 33308

Authorized Person(s) Detail

**Name & Address**

Title MGR

BIAGI, VICKI  
5400 N OCEAN BLVD, #8  
FORT LAUDERDALE, FL 33308

Annual Reports

**No Annual Reports Filed**

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

**L15000104863  
FILED 8:00 AM  
June 16, 2015  
Sec. Of State  
thampton**

**Article I**

The name of the Limited Liability Company is:  
555 REAL PROPERTY LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
5400 N OCEAN BLVD  
#8  
FORT LAUDERDALE, FL. 33308

The mailing address of the Limited Liability Company is:  
5400 N OCEAN BLVD  
#8  
FORT LAUDERDALE, FL. 33308

**Article III**

The name and Florida street address of the registered agent is:  
VICKI BIAGI  
5400 N OCEAN BLVD  
#8  
FORT LAUDERDALE, FL. 33308

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

Registered Agent Signature: VICKI BIAGI

**Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
VICKI BIAGI  
5400 N OCEAN BLVD, #8  
FORT LAUDERDALE, FL. 33308

L15000104863  
FILED 8:00 AM  
June 16, 2015  
Sec. Of State  
thampton

**Article V**

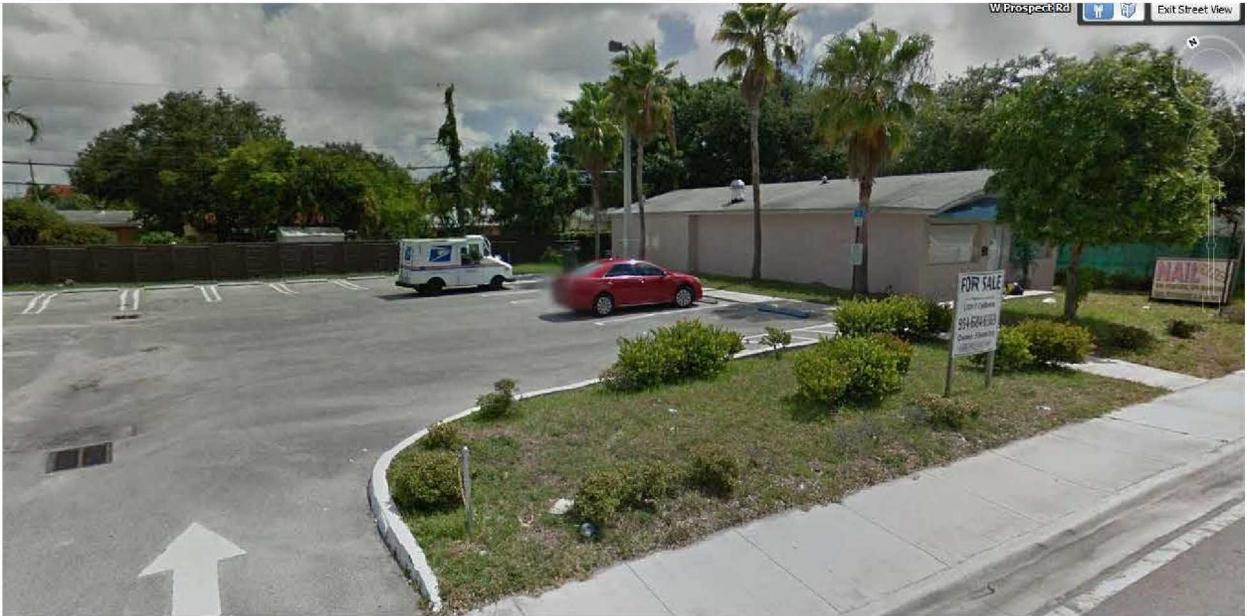
The effective date for this Limited Liability Company shall be:

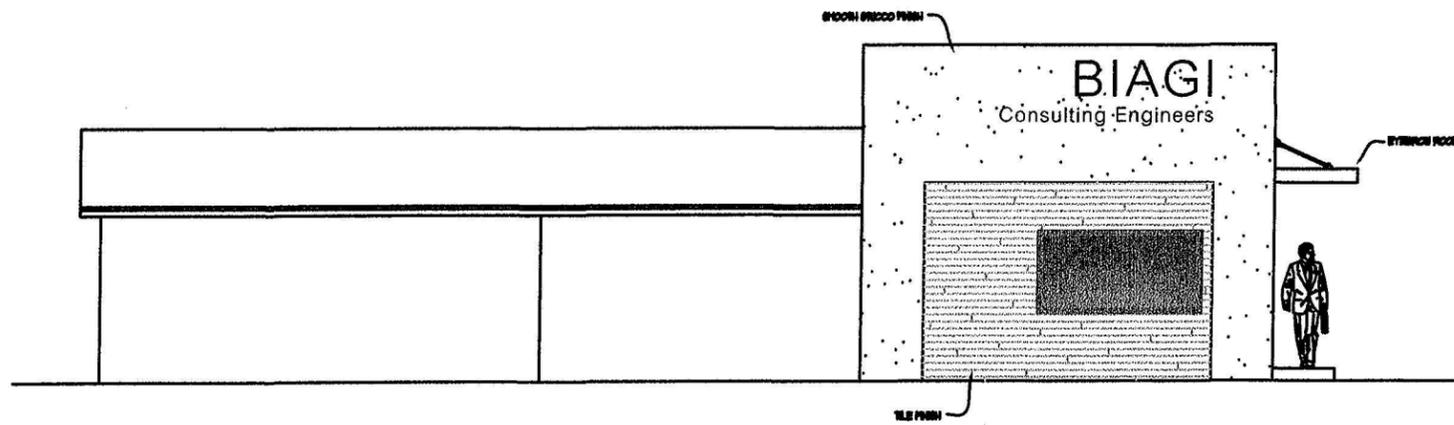
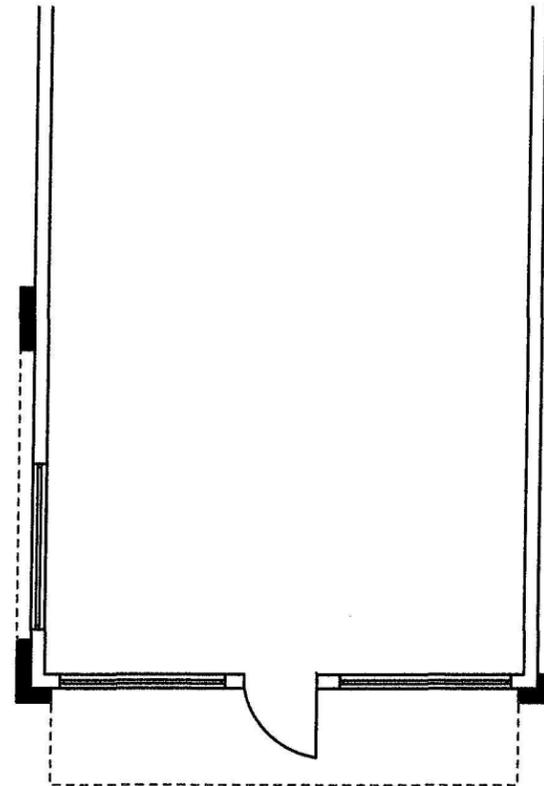
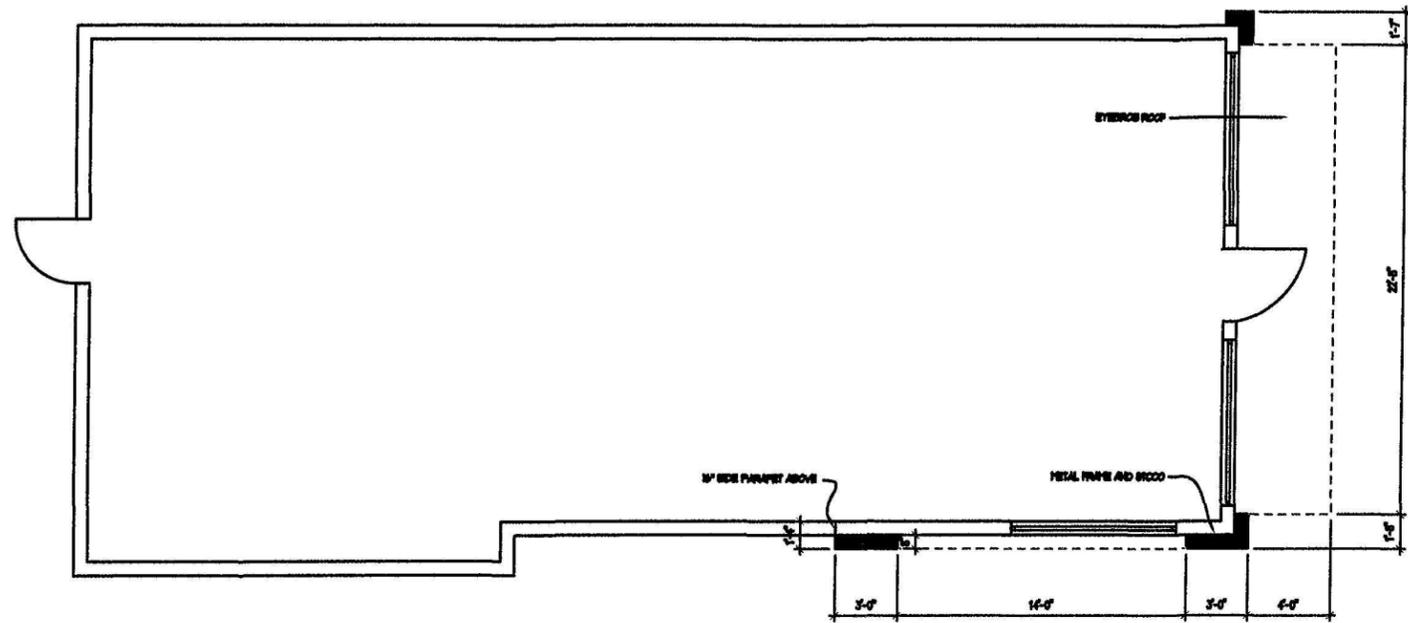
06/12/2015

Signature of member or an authorized representative

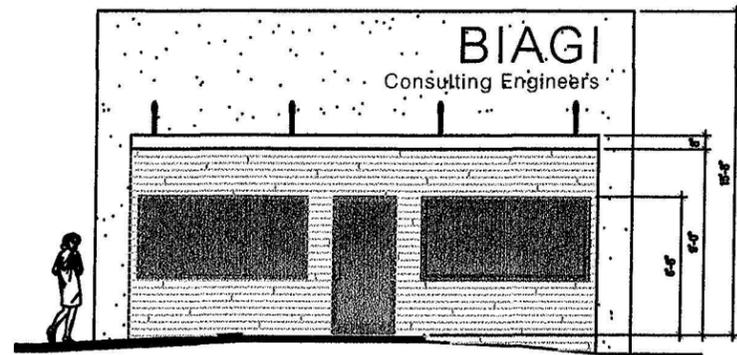
Electronic Signature: VICKI BIAGI

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.





WEST ELEVATION  
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"

Property Id: 494215013020



February 9, 2016

 Parcels

