



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

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**COMMUNITY REDEVELOPMENT AGENCY AGENDA  
MAY 18, 2016 6:30 P.M.**

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**ROLL CALL**

**PRESENTATIONS**

**CRA Update**

**1. PUBLIC COMMENTS**

**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.**

**RESOLUTIONS AND MISCELLANEOUS**

**2. Award of Facade Incentive to EMB 221 LLC**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING AND APPROVING THE FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM GRANT AGREEMENT BETWEEN THE CRA AND EMB 221, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

**Exhibits:** Resolution  
Facade Incentive Application  
EMB Agreement  
Picture

**Recommendation:** Motion to Adopt Resolution  
Discussion  
Vote on Motion

**REPORTS**

**3. FROM THE BOARD MEMBERS**

**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: 5/18/2016

**PREPARED BY:** Kathleen S. Margoles **DEPARTMENT HEAD** CRA  
Community and **APPROVAL:**  
Economic  
Development Director

### **SUBJECT:**

- 1. BACKGROUND/HISTORY**
  
- 2. CURRENT ACTIVITY**
  
- 3. FINANCIAL IMPACT**
  
- 4. RECOMMENDATION**

### **ATTACHMENTS:**

#### **Description**

Update



## MEMORANDUM

DATE: May 6, 2016

TO: David Hebert, City Manager

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

RE: CRA Update

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The last 2016 season Culinary Arts Showcase was held on May 5<sup>th</sup> and featured Hot and Soul Restaurant. The menu included Farmers Market salad, Crawfish Etouffee, Chicken Vindaloo and Goat Milk Panna Cotta with blueberries. The cocktail pairings were from Ketel Vodka. This was our largest CAS event with over 130 attendees. We would like to thank Garden Works for their generous donation of beautiful plants to decorate the stage and tables every month.

The Navy Days Music on Main was held May 7<sup>th</sup>. The Navy Band was terrific and the crowd loved the music. We had 11 food trucks, and both Funky Buddha and Big Dog manned bars. The Galley Wars event was also very well attended and many of the Navy and Coast Guard attendees came down to enjoy the music. They had a great time dancing with the public.

The May Music on Main will be held on May 27th and features Iko-Iko, a very popular South Florida band playing Gulf Coast Americana, Jam Band Mardi Gras and Blues.

The future Music on Main lineup includes:

June 24- Solid Brass Band – Classic Rock

July 22- Pocket Change - Funk, Rhythm and Blues, Soul

August 26- Karina Iglesias & the Nu-Thang – Boleros (Latin ballads), Jazzy Pop and Blues

September 23- Maggie Baugh- Country

The schedule of the upcoming Moonlit Movie events at Jaco Pastorius Park are:  
May 14 - Rango  
July 16- TBD  
September 17 - TBD

Our request to reallocate the Central Market BRP funds was on the May 10<sup>th</sup> County Commission agenda. This was initiated through the office of Commissioner LaMarca. The reallocation of the \$150,000 to the Connector project was unanimously approved. Commissioners LaMarca and Holness spoke highly of the City redevelopment accomplishments, as did the public who spoke on the request.

Construction has started on the foundation for the Archway and fabrication has begun on the metalwork. The letters and graphics will be laser cut, galvanized and painted within the next month.

Allied Kitchen and Bath's grand opening was held April 21st. Switchbox Roasters expects a soft opening mid-May and will hold a ribbon cutting the 1<sup>st</sup> week of June. Tenth Level Tavern (formerly Another Castle) is holding a grand opening on June 4<sup>th</sup> from 8-11PM. The 3<sup>rd</sup> Anniversary of Funky Buddha Brewery will be held at Jaco Pastorius Park on June 11 from 2-11pm. This is a ticketed event for attendees 21 years of age and over. The tickets are \$8.

Koncept Events reports they have executed events for numerous Fortune 500, Fortune 100 and Fortune 50 companies in Cabo, Mexico; Monterey & San Diego, CA; Park City, UT, Dallas, TX; all across the Caribbean and all throughout FL, all from their new headquarters in the Oakland Park Culinary Arts District. They have also had several cities across the US come and present to them here in Oakland Park to propose KE sending clients to their City. Just last week they had the Austin, TX Convention & Visitors Bureau (CVB) with 5 properties from Austin presenting to KE. They raved about the building and the Oakland Park up and coming location. They are also holding company exercise classes at 2 most days in the Art Park.

The Cigar Bar located at 3400 NE 12th Ave will have three items on the May 18<sup>th</sup> agenda; a parking agreement, a conditional license for a bar and an outdoor seating agreement.

A new restaurant “Kelvin 3200” will be opening later this summer at 3200 Main Street. The restaurant is a southern bistro and will be open for breakfast, lunch and dinner. They will be serving wine and beer. The business owners, Kelvin Lewis and Jose Luna, will be doing some renovations to the exterior and interior, and will be having outside seating.

The quarterly Downtown Meet and Greet will be held on May 24<sup>th</sup> at 8:30 at Switchbox Roasters. This meeting provides the opportunity for existing and prospective downtown businesses and property owners to meet with City staff to discuss what is going on in the downtown. Our inaugural monthly Downtown Newsletter will be distributed. These meetings will be scheduled monthly starting in September.

Members of staff and the Arts and Culture Board attended the Broward County Cultural Division Annual Planning Forum on April 27<sup>th</sup> at the newly opened Lauderhill Performing Arts Center. Oakland Park was well represented at the Forum. Randy Corinthian, Chair of the Arts and Culture Board, was a featured artist, performing several saxophone solos and Alberte’s Restaurant provided the tapas for refreshments.

The Urban Farming Institute held a Farm to Table event with North Andrews Gardens Elementary School on May 6<sup>th</sup>. The students, staff and parents shared the harvested produce from the school garden. On May 7<sup>th</sup>, the UFI held a class on “So You Want to Be a Beekeeper”.

In our continuing conversations with downtown property owners, the following businesses are seeking tenants:

Koncept Events	700sf
Allied Kitchen and Bath	1,500-7500sf
Park Plaza	10,000sf
The Filling Station	2,560sf

3516 NE 12th Avenue	783sf
3469 N Dixie Highway	1,500sf

The Prospect Plaza parking lot renovations continue on schedule. They have started construction of the monument, trellis and directional signs. 222 NW 45 Street, one of the properties in the Plaza has been purchased by Roseann Minnet, the property owner to the west. Ms. Minnet has submitted a Façade Incentive application.

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

## AGENDA ITEM NO. 2

MEETING DATE: 5/18/2016

**PREPARED BY:** Kathleen S. Margoles **DEPARTMENT HEAD** CRA  
Community and **APPROVAL:**  
Economic  
Development Director

**SUBJECT:** Award of Facade Incentive to EMB 221 LLC

### 1. BACKGROUND/HISTORY

**Issue:**

The CRA Board approved the Prospect Plaza incentives for the property owners on February 18, 2015. One of the properties has been sold and as a result a new agreement has to be approved to reflect the new property owner.

The Façade & Business Site Improvement Program – Prospect & Andrews (\$190,000 Funding) was approved by the CRA Board on July 2, 2014. The purpose of the program is to encourage property owners in the Prospect/Andrews Plaza (East West), as part of the CRA (Community Redevelopment Area) in Oakland Park, to enhance their existing properties through exterior improvements in conjunction with the \$1.1M Broward County Grant for Parking Lot improvements.

The CRA received and approved incentive applications for the Façade and Business Site Improvement Program – Prospect/Andrews. The property located at 222 NW 45<sup>th</sup> Street was approved as an incentive to William Logan for a grant amount of \$8,079. Mr. Logan did not execute an agreement and NO funds were disbursed.

### 2. CURRENT ACTIVITY

The property was recently acquired by EMB 221 LLC and the owner has submitted an application. The owner intends to construct new storefronts, move the air conditioning units to the rear, change signage, reroof, restucco and paint. The newly acquired property is adjacent to the property the same owner has already renovated at 235-251 NW 41st Street.

### 3. FINANCIAL IMPACT

\$190,000 was budgeted for Facade Incentives for Prospect Plaza. \$176,921 was awarded at the Feb. 2015 CRA Board meeting, including the grant for the previous property owner. No new funding is needed.

### 4. RECOMMENDATION

Staff recommends approval of the maximum amount allowed of 80% of \$161.57 per linear frontage per PCN/Folio Number from the Façade and Business Site Improvement Program – Prospect/Andrews for 222 NW 45 Street, equal to \$8,079.00, with a minimum match of \$2,020.00 and authorization for the City Manager to execute the agreement, a draft of which is attached.

**ATTACHMENTS:**

**Description**

Resolution

Facade Incentive Application

EMB Agreement

Picture

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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING AND APPROVING THE FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM GRANT AGREEMENT BETWEEN THE CRA AND EMB 221, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of Commissioners of the Oakland Park Community Redevelopment Agency (CRA) deems it to be in the best interest of the City to authorize and approve the Façade and Business Site Improvement Program Grant Agreement between the CRA and EMB 221, 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 hereby authorizes and approves the Façade and Business Site Improvement Program Grant Agreement between the CRA and EMB 221, 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 18<sup>th</sup> day of May, 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  
CRA CLERK



3650 N.E. 12th Avenue • Oakland Park, Florida 33334 • 954.630.4200 • www.oaklandparkfl.org

April 25, 2016

Dear Ms. Roseann Minnet,

This letter is to provide you with details regarding your eligibility to participate in the City of Oakland Park CRA Façade & Business Site Improvement Program- Prospect/Andrews Plaza. Eligibility is determined by property ownership in the Prospect/Andrews Plaza as follows:

PCN (FOLIO) #494215013870 (Applicable Linear Frontage: 50 feet)  
- ADDRESS: 222 NW 45 STREET, OAKLAND PARK, FL 33309

PROPERTY OWNER: EMB 221 LLC

The City of Oakland Park CRA Façade & Business Site Improvement Program Prospect/Andrews Plaza was established in November 2013 with the intention of providing incentive grant matching funds (80%/20%) for the façade improvements of properties at the Prospect/Andrews Plaza in conjunction with the renovation of the City-owned parking lot. The grant funds are allocated by the applicable Linear Frontage that directly faces Prospect Rd. for each PCN (Folio #) and the maximum incentive grant amount (80%) for your property is:

50 ft. x \$161.57 = \$8,079

If eligible expenses for facade improvements equal \$10,099 or more, then you would be eligible for the maximum incentive grant amount of \$8,079. If eligible expenses are less than \$10,099, the incentive grant amount would be the applicable maximum 80% of the lower eligible amount.

For example:

<u>Total Project Cost</u>	<u>CRA Contribution 80%</u>	<u>Applicant Contribution 20%</u>
\$10,099.00+	\$8,079.00	\$2,020.00
\$10,000.00	\$8,000.00	\$2,000.00
\$5,000.00	\$4,000.00	\$1,000.00

In order to participate in the program, please complete the attached Letter of Intent and email kathleenm@oaklandparkfl.gov or fax (954) 630-4215 back to me **by Monday, May 2<sup>nd</sup>, 2016.**

Judgments, etc. will still need to be satisfied prior to grant approval. 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.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.

Roseana Minnet

Applicant Signature

4.29.16

Date

\_\_\_\_\_  
Property Owner Signature (if different)

\_\_\_\_\_  
Date

**FAÇADE & BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION**

Date of Application 4.29.16

1. Address of project requesting incentive:

221, 223, 225 NW 44 Street  
222 NW 45 Street

2. Name of Applicant:

EMB 221, LLC

Address of Applicant:

225 NW 44<sup>th</sup> Street

Phone: 954.801-6747

Fax: 954.351.7284

E-mail: ROSEANMINNET@AOL.COM

3. Does the applicant own the 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)

EMB 221 LLC

4. Project Description (attach separate sheet if necessary):

*new storefront, remove block & re-stucco, remove AC TO edge, change signage, paint & roof*

5. Total Project Cost:

Total Funding Request:

Authorized Representative

*Roseann Minnet*

Business Owner Signature

Property Owner Signature  
(if different)

*Roseann Minnet*

Print Name

Print Name

**Please Note**

Property to be improved must be free of all municipal and county liens, judgements or encumbrances of any kind. 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.

The Oakland Park Community Redevelopment Agency (CRA) is an enthusiastic partner in the Prospect/Andrews Plaza parking lot renovation and property Façade & Business Site Improvement Program and we look forward to your participation.

Please contact me by email or phone with any questions. Thank you.

Best Regards,

*Kathleen Margoles*

Kathleen Margoles  
Community and Economic Development Director  
Tel: 954-630-4240  
[kathleenm@oaklandparkfl.gov](mailto:kathleenm@oaklandparkfl.gov)

HALLMARK WINDOW AND DOOR  
 1801 SW 23 AVE  
 FT LAUDERDALE, FL 33312  
 Tel.: 954-410-3762  
 Fax: 954 318 0757, ronpace2009@hotmail.com

1655	Invoice
1655	

CUSTOMER ORDER NO.	DATE	PAGE
ROSEANN	4/29/2016	1

<b>SOLD TO:</b>
EMB221 LLC 221 - 223 - 225 NW 44th ST OAKLAND PARK, FL 33309

<b>SHIP TO:</b>
EMB221 LLC 221 - 223 - 225 NW 44th ST OAKLAND PARK, FL 33309

PO NO.	TERMS	SALESPERSON	SHIP VIA	SHIP DATE	FOB
	Upon Receipt			4/26/2016	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	3.00		REMOVE EXISTNG WINDOWS AND DOORS, CUT KNEE WALL FOR NEW DOOR WIDTH  SUPPLY AND INSTALL CRL US ALUMINUM STORE FRONT WINDOWS AND DOORS  BRONZE FRAMES WITH 9/16 GREY TINTED IMPACT GLASS  36" X 96" DOOR WITH 3 POINT LOCK, TUBULAR PUSH/PULL,SURFACE MOUNTED DOOR CLOSER AND ADA THESHOLD  PRICE DOES NOT INCLUDE STUCCO , PAINTING OR STEEL COLUMN IF NEEDED	\$7,478.00	\$22,434.00

<b>COMMENTS</b>

<b>SUBTOTAL</b>	\$22,434.00
<b>FREIGHT</b>	\$0.00
<b>TAX</b>	\$0.00
<b>TOTAL AMOUNT</b>	\$22,434.00
<b>AMOUNT RECEIVED</b>	\$0.00
<b>BALANCE DUE</b>	\$22,434.00



**Jeff Berry Painting, Inc.**

1340 N.W. 71 ave  
 Plantation, FL 33313  
 (954) 316-1299 • Fax (954) 316-1295

20

**Invoice**

**Customer**

Name ~~XXXXXXXXXX~~ **EMB221 LLC**  
 Address ~~XXXXXXXXXX~~ **221,223,225 NW 44 Street**  
 City ~~XXXXXXXXXX~~ **STATE FL** ZIP **33309**  
 E-mail **Lightseekerinc@aol.com**

Date **4/19/2016**  
 Job Name **New Stores**  
 Starting Date \_\_\_\_\_

Description			
<b><u>Following to be done at 221,223,225</u></b>			
<b><u>Roof</u></b>			
Clean roof to prep for waterproofing			
Repair all cracks and open seams			
Apply two (2) coats of Gaco Roof coating to entire roof	Material-----	\$	3,200.00
	Labor-----	\$	2,640.00
<b><u>Back and front of stores</u></b>			
Pressure clean front and back--(remove shed from back)-----	Labor and Gas-	\$	425.00
Seal back walls and new stucco in front-----	Material-----	\$	180.00
	Labor-----	\$	745.00
Paint back walls one coat Benjamin Moore Regal Select low luster-----	Material-----	\$	115.00
	Labor-----	\$	350.00
Paint front walls two coats Benjamin Moore Regal Select low luster-----	Material-----	\$	275.00
	Labor-----	\$	735.00
Paint 3 doors in back and 3 door in front 1 coat Ben Moore DTM-----	Labor & Material---	\$	355.00

Page 1 of 1

Name Jeffrey D Berry Date 19-Apr Painting total— \$ 3,180.00  
 Roof total----- \$ 5,840.00  
 Name \_\_\_\_\_ Date \_\_\_\_\_ Total Due----- \$ 9,020.00

**OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY  
FACADE AND BUSINESS SITE IMPROVEMENT PROGRAM GRANT AGREEMENT**

THIS OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY FACADE AND BUSINESS IMPROVEMENT PROGRAM GRANT AGREEMENT (the “Agreement”) is made and entered into this        day of May, 2016 by and between the OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes, with an address of 3650 NE. 12<sup>th</sup> Ave. Oakland Park, FL 33334 (the “CRA”), and EMB 221 LLC, with an address of 222 NW 45<sup>th</sup> Street (the “GRANTEE”). WITNESSETH:

WHEREAS, the CRA undertakes activities for redevelopment and to remedy blight in the Community Redevelopment Areas of the City of OAKLAND PARK; and

WHEREAS, the GRANTEE has as a primary goal commercial reinvestment, development, revitalization and economic and social development in the City; and

WHEREAS, in furtherance of its goals, the CRA adopted Redevelopment Incentive Programs to provide grants to eligible recipients; and

WHEREAS, the CRA wishes to enter into an agreement with the GRANTEE to provide a grant for property improvement and to define the relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the value of which is hereby acknowledged by both parties, the parties agree as follows.

**SECTION 1. RECITALS**

The recitals set forth above are incorporated herein and made a part of this Agreement.

**SECTION 2. THE PROPERTY**

- 2.1 The Property is owned or leased by GRANTEE. The property is located at 222 NW 45 St. OAKLAND PARK, Florida 33309, legally described as:

NORTH ANDREWS GARDENS 30-42 B LOT 9 BLK 18

- 2.2 GRANTEE shall provide proof of ownership of the Property and the status of the business, satisfactory to CRA, prior to disbursement of any funds by CRA.

### **SECTION 3. THE GRANT**

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed twelve thousand seven hundred sixty four (\$8,079) (the “Grant”). The full amount of the Grant shall be used solely for Facade and Exterior renovation to the Property. The use of all funds shall be governed by the complete Application package including “Scope of Work” attached and incorporated herein as composite Exhibit “A”.
- 3.2 The CRA’s obligation is limited to awarding the Grant. The CRA does not assume any liability for GRANTEE’S personnel decisions, business decisions or policies including, but not limited to, the hiring of staff, paying of staff salaries or the expenditure of overhead costs.
- 3.3 Changes in use of the Grant may be approved, in writing, by the City Administrator or CRA’s Executive Director during the Term of this Agreement. Requests for change must be in writing by the GRANTEE to the CRA Executive Director.
- 3.4 As security for GRANTEE’S performance hereunder, GRANTEE shall, at the discretion of the CRA’s Executive Director, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and/or a Guaranty in favor of CRA. These documents, along with this Agreement, constitute the “Grant Documents”. The Grant Documents shall be cancelled upon full compliance with the terms of said documents by GRANTEE.
- 3.5 All disbursements of the Grant proceeds shall be made on a reimbursement basis according to the “Project Description” outlined in the Program application attached hereto as composite Exhibit “A”. Grant funds may be used solely for exterior capital improvements to the Property and are subject to the CRA’s receipt of documentation establishing prior payment by the GRANTEE of improvements. Documentation includes, but is not limited to, receipts, invoices, canceled checks, and such other documents as the CRA may require. Requests for reimbursements must be submitted to the CRA Executive Director and shall include a letter summarizing the funding request. Disbursements of the Grant proceed may be made on a reimbursement basis or paid directly to the Service Provider, in accordance with the Scope of Services attached to application and provided applicant first approves of payment to Service Provider.

### **SECTION 4. INSURANCE**

- 4.1 The Grant awarded to GRANTEE is subject to the following Insurance requirements:
  - 4.1.1 The CRA’s receipt of an original certificate of insurance for the following forms of insurance and the CRA shall be named as an additional insured.
  - 4.1.2 Worker’s Compensation insurance for all employees of the GRANTEE, as required by Chapter 440, Florida Statutes, as may be amended from time to time.
  - 4.1.3 Public Liability insurance annually in an amount not less than \$300,000.00 combined single limits per occurrence for bodily injury and property damage

which lists the CRA as an additional insured.

- 4.1.4 The insurance coverage required must include those classifications listed in standard liability insurance manuals, which most nearly reflect the operations of the GRANTEE.
- 4.1.5 Companies issuing all insurance policies required above must be authorized to do business under the laws of the State of Florida, with the following qualifications:
- 4.1.6 The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida,” issued by the State of Florida Department of Insurance and be a member of the Florida Guaranty Fund;
- 4.1.7 Certificates of Insurance must provide that the GRANTEE will make no material adverse change, cancellation, or non-renewal of coverage without thirty (30) days advance written notice to the CRA.

#### **SECTION 5. SCOPE OF WORK**

- 5.1 Grantee shall use funds provided in accordance with the complete Application package including the “Scope of Work” attached and incorporated herein as composite Exhibit “A”.
- 5.2 Any amendments to composite Exhibit “A” desired by GRANTEE shall be submitted in writing to the CRA Executive Director. Amendment must be accompanied by written justification and must be approved by the CRA Executive Director in writing before the amendment becomes effective.

#### **SECTION 6. EFFECTIVE DATE, TERM, COMMENCEMENT AND COMPLETION DATES**

- 6.1 The “Effective Date” of this Agreement shall be the date of execution by the last of the parties.
- 6.2 The Term of this Agreement shall commence with the Effective Date and end when the parking lot construction is completed, estimated to be September 2016.
- 6.3 Work provided in the Scope of Work shall commence on or before and shall be fully completed not later than 60 days prior to the end of the Term of this Agreement.

#### **SECTION 7. RECORDS.**

- 7.1 INSPECTION. All of GRANTEE’S books and records and documents related to the grant must be made available for inspection and/or audits by the CRA and any other organization conducting reviews for the CRA upon 24 hours notice throughout the Term of this Agreement. In addition, GRANTEE must retain all records related to the grant in proper order for at least three (3) years following the expiration of the Agreement. The CRA shall have access to such records, for the purpose of inspection or audit during the three (3)-year period. This Section shall survive the expiration of this Agreement.

## **SECTION 8. SPECIAL CONDITIONS**

- 8.1 CESSATION OF OCCUPANCY OR OWNERSHIP. In the event the GRANTEE sells, ceases to own or occupy the Property during the “Restrictive Period” provided in the Restrictive Covenant associated herewith, or, in the absence of a Restrictive Covenant, two years from the date of completion of improvements, GRANTEE shall repay the full amount of the grant to the CRA and any un-advanced portion of the Grant shall be retained by the CRA. The determination that GRANTEE has sold, ceased to own or occupy the Property shall be made solely by the CRA. Additionally, sale, cessation of ownership or occupancy constitutes an event of default for which all other default provisions of this Agreement shall apply including, but not limited to, those provided in Section 9 below. This provision shall survive termination or expiration of this agreement.
- 8.2 MATERIAL CHANGE OF CIRCUMSTANCES. GRANTEE shall immediately notify the CRA of any material change of circumstances of the project. For the purpose hereof, material change of circumstances shall include, but not be limited to, the failure of the GRANTEE to diligently and actively pursue commencement or completion the Scope of Work, failure to fulfill the terms of this agreement or the other Grant Documents, cessation of occupancy, sale or transfer of ownership of the business or the property, voluntary or involuntary bankruptcy or an assignment for the benefit of creditors. A material change of circumstances shall constitute a default under this Agreement for which the CRA shall have the right to pursue any remedy provided in this agreement or the other Grant Documents, or by law or in equity.
- 8.3 ASSIGNMENT. GRANTEE shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without prior written consent of the CRA.
- 8.4 RULES, REGULATIONS AND LICENSING REQUIREMENTS. GRANTEE and its staff must possess the licenses and permits required to conduct its affairs, including federal, state, city and county. In addition, GRANTEE shall comply with all, laws, ordinances and regulations applicable to carrying out the Scope of Work including, but not limited to, conflicts of interest, building, zoning, land and property use regulations.
- 8.5 PERSONNEL. GRANTEE shall notify the CRA of all changes in personnel within five (5) working days of the change. All personnel of the GRANTEE are solely employees of the GRANTEE and not employees or agents of the CRA.
- 8.6 INDEMNIFICATION. GRANTEE shall indemnify and hold harmless the CRA and the City of OAKLAND PARK, Florida, and their Board or Commission members, employees or agents from any claims, liability, losses and causes of action that may arise out any activity related to this Agreement or GRANTEE’S use of the funds. GRANTEE will pay all claims and losses of any nature related to this Agreement or GRANTEE’S use of the funds, and will defend all suits, in the name of the CRA when applicable, and will pay all costs and judgments that may issue from it, except those caused by the sole negligence of CRA employees or officers. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and

voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CRA in support of the obligation in accordance with the laws of the State of Florida. Nothing herein shall be construed to waive any of the CRA's rights set forth in Section 768.28, Florida Statutes. This paragraph shall survive the termination of this Agreement. Nothing contained in this Agreement shall be deemed a waiver of sovereign immunity by the CRA.

- 8.7 NOTICES. All notices required in this Agreement if sent to the CRA shall be mailed to:

OAKLAND PARK Community Redevelopment Agency  
3650 NE. 12<sup>th</sup> Ave.  
OAKLAND PARK, Florida 33334  
Attn: Executive Director

And to:

Donald J. Doody, Esq.  
3099 E. Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

All written notices if sent to the GRANTEE shall be mailed to:

- 8.8 NONDISCRIMINATION. GRANTEE represents and warrants to the CRA that GRANTEE does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with GRANTEE'S performance under this Agreement on account of race, gender, religion, color, age, disability, national origin, marital status, familial status, sexual orientation or political affiliation. GRANTEE further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.
- 8.9 ADA REQUIREMENTS. GRANTEE must meet all the requirements of the Americans with Disabilities Act (ADA), which includes posting a notice informing GRANTEE'S employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.
- 8.10 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, the GRANTEE shall be and act as an independent contractor. At no time shall GRANTEE be considered an employee, agent or partner of the CRA.
- 8.11 COSTS. GRANTEE shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.
- 8.12 ENTIRE AGREEMENT. This Agreement expresses the entire agreement of the parties and no party shall be bound by any promises or representations, verbal or

written, made prior to the date hereof which are not incorporated herein.

- 8.13 MODIFICATION. This Agreement may not be modified, except in a writing signed by all parties hereto.
- 8.14 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions necessary to enforce the Agreement shall be held in Broward County, Florida, or if Federal said action shall be brought in the Southern District of Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.
- 8.15 WAIVER OR BREACH. It is hereby agreed by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 8.16 PLEDGES OF CREDIT. GRANTEE shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
- 8.17 SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 8.18 SUCCESSORS AND ASSIGNS. The GRANTEE binds itself and its partners, successors, executors, administrators and assigns to the CRA, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the GRANTEE.
- 8.19 AGENTS. Should a GRANTEE choose to engage the services of an agent (individual or company) to assist/represent applicant in this aspect of the process, the expenses for the agent's service will be borne by the GRANTEE. Such expenses are not reimbursable under the terms of any of the CRA's incentive programs. CRA funds cannot be applied to services other than architecture, engineering, etc. related to the construction of the interior or exterior of the building. The CRA hereby represents and warrants that the CRA has dealt with no Agent and GRANTEE agrees to hold CRA harmless from any claim or demand for commissions made by or on behalf of any agent or representative of GRANTEE in connection with this application for improvements to GRANTEE'S property.

## **SECTION 9. DEFAULT AND REMEDIES.**

- 9.1 GRANTEE'S DEFAULT. GRANTEE'S failure to comply with any of the provisions of this Agreement shall constitute a default upon the occurrence of which the CRA

may, in its sole discretion, (i) withhold, temporarily or permanently, all, or any unpaid portion of the grant upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of the Grant. Upon default as provided herein, the CRA shall have no further obligations to GRANTEE under this Agreement.

- 9.2 REPAYMENT OF FUNDS. GRANTEE shall repay the CRA for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement. . GRANTEE shall also reimburse the CRA in the event of default hereunder, in the event any funds are lost or stolen, if work was not completed as provided in the Scope of Work and the budget attached hereto as composite Exhibit “A” or the Property is sold during the term of this agreement. Any portion of the grant which is to be repaid to the CRA shall be paid by delivering a cashier’s check for the total amount due, payable to the OAKLAND PARK Community Redevelopment Agency, within thirty (30) days of the CRA’S demand therefore.
- 9.3 TERMINATION OF THIS AGREEMENT. The CRA may terminate this Agreement with or without cause or for its convenience. Termination of this Agreement by the CRA shall relieve the CRA of any further obligations hereunder. Such termination shall not release GRANTEE from its obligations under this Agreement including, but not limited to, obligations relating to the completion of activities funded while the Agreement was in effect but not completed prior to the date of termination, or repayment of any funds GRANTEE is obligated to repay.
- 9.4 LIMITATION ON RIGHTS AND REMEDIES. Nothing contained herein shall be construed as limiting or waiving any rights of the CRA to pursue any remedy which may be available to it in law or in equity. Nothing contained herein shall act as a limitation of the CRA’s rights in the event that GRANTEE fails to comply with the terms of this Agreement.
- 9.5 CRA’S DEFAULT. In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with notice detailing the nature of the default, whereupon the CRA shall have thirty (30) days within which to initiate corrective actions and ninety (90) days within which to cure the default. Should the CRA fail to cure the default, GRANTEE’S sole remedy is to terminate this Agreement. The effective date of any such termination shall be the date of the notice of termination given by GRANTEE to the CRA.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the dates indicated below.

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

GRANTEE:

Corporate Name:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

Signed, Sealed and Witnessed  
In the Presence of:

**OAKLAND PARK COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
David Hebert, Executive Director

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Kathleen S. Margoles, Community and Economic  
Development Director

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Kathleen Margoles, Community and Economic Development Director in the City of Oakland Park, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)  
\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by David Hebert, Executive Director, Oakland Park Community Redevelopment Agency who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)  
\_\_\_\_\_  
Commission Number



954-777-0144  
Cervantes  
Hair Design

Suimar  
ALTERATIONS  
AND MORE, INC.  
954-777-7692

FAT  
FREDDY'S  
  
SUB  
SHOP  
Staffin' Your Buns Always!

223

  
Suimar  
ALTERATIONS  
& MORE  
INC.

22

FAT FREDDY'S  
SUB SHOP  
954-491-4334  
Monday-Friday  
11am - 3pm



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

**AGENDA ITEM NO.**

MEETING DATE: 5/18/2016

**PREPARED BY:**

**DEPARTMENT HEAD  
APPROVAL:**

CITY CLERK

**SUBJECT:**

- 1. BACKGROUND/HISTORY**
  
- 2. CURRENT ACTIVITY**
  
- 3. FINANCIAL IMPACT**
  
- 4. RECOMMENDATION**