



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

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**COMMUNITY REDEVELOPMENT AGENCY AGENDA  
AUGUST 3, 2016 6:30 P.M.**

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**ROLL CALL**

**PRESENTATIONS**

- \* CRA Update Presentation
- \* Retail Coach Update Presentation

**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.**

**CONSENT AGENDA**

Those matters included under the Consent Agenda are self-explanatory, and are not expected to require review or discussion. Items will be enacted by one Motion; however, if discussion of an item is requested by the City Commission, that item may be removed from the Consent Agenda and considered separately.

**2. Approval of CRA Minutes - April 20, 2016 and May 18, 2016**

**Exhibits:** April 20, 2016 CRA Minutes  
May 18, 2016 CRA Minutes

**Recommendation:** Motion to Approve

**3. Prospect Plaza Façade Incentive Grant Extensions**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE SIX MONTH EXTENSION FOR THE PROSPECT PLAZA FAÇADE AND BUSINESS SITE IMPROVEMENT AGREEMENTS AND AUTHORIZING THE APPROPRIATE CRA OFFICIAL TO EXECUTE THE AMENDMENT TO EACH AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibits:** Resolution  
1st Amendment to Agreement  
Original Façade Agreement

**Recommendation:** Motion to Adopt Resolution

## RESOLUTIONS AND MISCELLANEOUS

### 4. **Authorization to Execute Agreement for CRA Strategic Plan Update**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH R. MILLER CONSULTING GROUP, LLC FOR THE CRA FIVE YEAR STRATEGIC PLAN UPDATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibits:** Resolution  
R. Miller Consulting Group Proposal for CRA Plan Update

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

### 5. **Park Plaza Façade Incentive Approval**

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 ROSELLI HOLDINGS, VII, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibits:** Resolution  
Park Plaza Exec Summary  
Park Plaza Application  
Park Plaza pictures  
Park Plaza Deed

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

### 6. **First Amendment to Interlocal Agreement Between Broward County and City of Oakland Park/Oakland Park Community Redevelopment Agency for Jaco Pastorius Park**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE CHAIRPERSON OF THE CRA TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CRA FOR JACO PASTORIUS PARK ; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibits:** Resolution  
Jaco Pastorius BRP Original Agreement  
First Amendment to Jaco BRP

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

## BOARD MEMBER DISCUSSION ITEMS

### 7. **Board Member Discussion Items**

**Recommendation:**

<b>REPORTS</b>
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8. FROM THE EXECUTIVE DIRECTOR

**Public Art Report**

**Exhibits:** Call to Artist

**FRDAP Unique Abilities Grant**

**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: 8/3/2016

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

**SUBJECT:** CRA Update Presentation

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

**ATTACHMENTS:**

CRA Memorandum



## MEMORANDUM

DATE: August 3, 2016

TO: David Hebert, City Manager

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

RE: CRA Update

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The Archway Ribbon Cutting was held on July 6<sup>th</sup>. Many of our downtown partners attended, as well as residents. Marking the entrance to our Downtown the archway creates an iconic vision of the City.

Two Music on Main events have been held since our last update. On June 24<sup>th</sup>, Solid Brass Band was featured. They played brass band favorites such as Chicago and Earth, Wind and Fire. The July 22<sup>nd</sup> band was Pocket Change featuring funk and soul music. Many attendees came up to enjoy the fun and danced the night away.

The future Music on Main lineup includes:

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

September 23- Maggie Baugh- Country

October 28- Slam Allen Band – combination Trunk or Treat event

The upcoming Moonlit Movie event at Jaco Pastorius Park is scheduled for September 17<sup>th</sup>, the title to be announced. The last Moonlit Movie, Zootopia, was held on July 16<sup>th</sup>. Approximately 100 attendees enjoyed the evening event.

Two quarterly Downtown Meet and Greets have been held. The June 16<sup>th</sup> meeting was held at Trax Art Studios at 3540 Main Street. The July 21<sup>st</sup> meeting was held at Kelvin 3200 at 3200 Main Street, our newest restaurant in our downtown. These meetings are attended by downtown businesses and anyone with an interest in the

downtown. The Proud to Be Oakland Park “P2 (b) OP” program was introduced and there was tremendous interest and support.

The lighting for the Archway project has not been completely installed. The City’s contractor, MBR is working on the installation that is anticipated to be completed within the next two weeks. The Grand Plaza at Jaco Park is under construction. The temporary fence is installed and the grading and drainage work has been started. The fountain has been ordered.

Switchbox Roasters held a ribbon cutting July 2nd. The all-day event attracted many attendees.

A new restaurant, Kelvin 3200, has completed its renovations and passed State inspections. It will be opening on Friday, July 29<sup>th</sup> at 3200 Main Street. The restaurant is a southern bistro and will be open for breakfast, lunch and dinner.

The owner of 1101 NE 34<sup>th</sup> Court has leased three of his available spaces. The spaces are available because Elite Stagers is moving to a newly purchased building, also within the CRA at 3930-3948 NE 5th Avenue . One of the new tenants is a landscape pottery business called “Pride Pottery”. David and I have met with Planning and Zoning to discuss his signage plan for the new tenants at 1101 NE 34th Court.

Green Cycle, the spinning and personal training studio at 3401 N. Dixie, expects to complete the renovations in the fall. They are planning on opening the studio in early winter.

The prospective new owners of the Pearl Building, at 1033 East Oakland Park Boulevard, expect to close in August. The owners and their leasing agent are meeting with our retail consultant when he is here for the August 3rd presentation.

Several of the fountains along Main Street are undergoing some repair and maintenance. Tiles are being replaced and a general clean up being done. The 37th Street fountain lost power due the FEC work and staff is working on the repair.

Eastside Village, on North Dixie just north of Jaco Park, is reporting they are very pleased with sales to date. They have contracts on 27 units. The base price of the townhomes has increased \$25,000 since the start of the marketing. They expect the models to be open within a month.

Urbn Village on Fifth Avenue, located south of Park Lane East, is also having positive sales. Sales are at 25%. Phase 1 consists of three buildings, 15 townhouses, 2 bedrooms, 2.5 bathrooms and 2 car garages. It is 50% constructed, and is expected to be completed this October. Phase 2 will consist of two other buildings with 12 townhouses, also 2 bedrooms, 2.5 bathrooms and 2 car garages. It is expected to be completed in December 2016. Phase 3 will be one building and is a combination of townhouses and apartment lofts. This building is expected to be completed in the first quarter of 2017.

The Prospect Plaza parking lot renovations will be completed by September. The final asphalt layer may be delayed due to the hot weather conditions we have been experiencing. A plan is being formulated with the engineers and contractor in order to ensure the asphalt is allowed to cool and cure properly to avoid buckling,. The businesses and property owners have been made aware of this possible scheduling change.

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

## AGENDA ITEM NO.

MEETING DATE: 8/3/2016

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

Scott Emison,  
Director of Retail  
Strategy, The Retail  
Coach

**SUBJECT:** Retail Coach Update Presentation

### 1. BACKGROUND/HISTORY

In August 2015, the CRA executed an agreement with The Retail Coach for retail recruitment assistance. The services to be provided include:

1. Conduct Market Research to include:
  - 1.1 Perform market and retail GAP analysis
  - 1.2 Retail peer identification and analysis
  - 1.3 Provide consumer attitude and behavior analysis
  - 1.4 Preliminary contact with local real estate brokers and retailers representatives to obtain their insights and opinions about the DMUD and City
  - 1.5 Conduct meetings with stakeholders, including Community Redevelopment Agency (CRA) members, City staff and property/business owners
2. Develop Retail Recruitment Plan:
  - 2.1 Provide a recruitment strategy for new retail and restaurant companies.
  - 2.2 Provide identification and recommendation of retail prospects
  - 2.3 Recommendations for site locations for retail/restaurant development
  - 2.4 Develop marketing materials
  - 2.5 Present Plan to stakeholders in draft and final forms
3. Implementation of Retail Recruiting Plan
  - 3.1 Identify specific retailers and restaurants that match the City's customer profile
  - 3.2 Facilitate relationship between prospective retail/restaurant companies with owners/developers, real estate brokers and the Oakland Park CRA and the City.

### 2. CURRENT ACTIVITY

Scott Emison, Director of Retail Strategy, for The Retail Coach, presented the market research to the CRA Board in February 2016. Since that time, he and his team have been working on the retail

recruitment plan. In addition, The Retail Coach, had space at the ICSC Conference in Las Vegas in May and presented Oakland Park retail opportunities. Mr. Emison will provide an update to Commission.

**3. FINANCIAL IMPACT**

**4. RECOMMENDATION**

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

**AGENDA ITEM NO. 2.**

MEETING DATE: 8/3/2016

**PREPARED BY:** City Clerk's office      **DEPARTMENT HEAD**      CITY CLERK  
**APPROVAL:**

**SUBJECT:** Approval of CRA Minutes - April 20, 2016 and May 18, 2016

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

**ATTACHMENTS:**

April 20, 2016 CRA Minutes  
May 18, 2016 CRA Minutes



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

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DRAFT MINUTES  
CRA MEETING  
APRIL 20, 2016, 7:21 P.M.

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The meeting of the Community Redevelopment Agency of the City of Oakland Park, Florida was called to order at 7:21 p.m.

**Roll Call**

Present:

Chair Tim Lonergan

Vice Chair John Adornato

Board Member Sara Guevrekian

Board Member Michael Carn

Absent:

Board Member Jed Shank

Also Present:

Executive Director David Hebert

CRA Attorney DJ Doody

CRA Clerk Renee Shrout

**Presentations**

**CRA UPDATE**

Kathleen Margoles, CRA Director, provided an update on CRA activities including:

The Oakland Park Culinary Arts Showcase featuring cookbook author, Katie Choy was extremely successful with 80 to 100 people attending and the next showcase will feature Hot and Soul restaurant; she reported another successful Music on Main Street was held and reviewed future lineup of bands to perform; she announced the coming Navy Days events to be held Saturday, May 7<sup>th</sup>, from 6-10 p.m.; she announced Allied Kitchen and Bath's grand opening is taking place tomorrow from 5:30 p.m. to 8:00 p.m.; Switchbox Coffee Roasters grand opening in late April; she reviewed Urban Farming Institute and programs schedule; she reported as the result of the City's "Think Tank" session, Citi-Bank is partnering with Oakland Park Elementary to provide a "Teaching Children to Save" program June 1<sup>st</sup> as well as books on how to manage money; she reported Prospect Plaza Parking lot renovation is progressing on schedule.

**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. 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.**

None

**CONSENT AGENDA**

Those matters included under the Consent Agenda are self-explanatory, and are not expected to require review or discussion. Items will be enacted by one Motion; however, if discussion of an item is requested by the City Commission, that item may be removed from the Consent Agenda and considered separately.

Vice Chair Adornato moved to approve the Consent Agenda. Board Member Carn seconded the motion, which prevailed by the following vote:

**YES:** Vice Chair Adornato, Board Member Guevrekian, Board Member Carn, Chair Lonergan

**ABSENT:** Board Member Shank

**2. Approval of CRA Minutes - March 2, 2016 and March 23, 2016**

Approved on Consent

**RESOLUTIONS AND MISCELLANEOUS**

**3. Extension of South Florida Food and Wine Contract**

Vice Chair Adornato moved to adopt the resolution. Board Member Guevrekian seconded the motion, which prevailed by the following vote:

**YES:** Vice Chair Adornato, Board Member Guevrekian, Board Member Carn, Chair Lonergan

**ABSENT:** Board Member Shank

The resolution, as adopted, carried the following title:

**RESOLUTION CRA-2016-004**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING AND APPROVING AN AMENDMENT TO THE EXISTING AGREEMENT TO REFLECT AN INCREASE TO THE AMOUNT TO BE PAID TO SOUTH FLORIDA FOOD AND WINE, INC. BY TWENTY SIX THOUSAND (\$26,000.00) DOLLARS FOR A TOTAL OF FIFTY THOUSAND (\$50,000.00) DOLLARS FOR FY 2016-2016; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**4. Authorization to Execute Agreement with The Corradino Group, LLC, for an amount not to exceed \$34,950.**

Vice Chair Adornato moved to adopt the resolution. Board Member Guevrekian seconded the motion, which prevailed by the following vote:

**YES:** Vice Chair Adornato, Board Member Guevrekian, Board Member Carn,  
Chair Lonergan

**ABSENT:** Board Member Shank

The resolution, as adopted, carried the following title:

**RESOLUTION CRA-2016-005**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH THE CORRADINO GROUP, INC. FOR THE DOWNTOWN MOBILITY PLAN BY PIGGYBACKING THE AGREEMENT BETWEEN THE CITY OF DORAL AND THE CORRADINO GROUP, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**REPORTS**

**5. FROM THE BOARD MEMBERS**

Board Member Carn commented as follows:

- 1) He stated his excitement about progress in the CRA.
- 2) He remarked that some businesses were protective of the city and opposed new businesses coming in. He suggested more interaction with existing businesses.
- 3) He had spoken to the owner of Catfish Dewey and learned he had gone to school with his sister. Board Member Carn believed the restaurant was a diamond in the rough.

Chair Lonergan commented as follows:

- 1) He said it was great to see more activity downtown later in the evenings.

**ADJOURN:** The meeting was adjourned at: 7:52 p.m.

CITY OF OAKLAND PARK, FLORIDA

\_\_\_\_\_  
TIM LONERGAN, CHAIR

ATTEST:

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



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

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DRAFT MINUTES  
CRA MEETING  
MAY 18, 2016, 8:26 P.M.

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The meeting of the Community Redevelopment Agency of the City of Oakland Park, Florida was called to order at 6:30 p.m.

**Roll Call**

**ROLL CALL**

Present:

Chair Tim Lonergan

Vice Chair John Adornato

Board Member Jed Shank

Board Member Sara Guevrekian

Board Member Michael Carn

Also Present:

Executive Director David Hebert

CRA Assistant Attorney Julie Klahr

CRA Clerk Renee ShROUT

**Presentations**

Kathleen Margoles, CRA Director, provided CRA update including: culinary event was held May 5<sup>th</sup>, possibly the largest attended culinary event led by the restaurant Hot & Soul; Broward Navy Days and Allied Kitchen and Bath co-sponsored Galley Wars fundraiser event and the City's Music on Main street event featuring the Navy Band were both very successful; Music on Main upcoming band performances are as follows: May 27, Iko-Iko-Blues, June 24, Solid Brass Band-Classic Rock; July 22, Pocket Change-Soul and August 26, Karina Iglesias & Nu-Thanks – Latin; She reported Allied Kitchen and Bath grand opening held in April was very well attended; She announced on June 4<sup>th</sup> the Tenth Level Tavern will host their grand opening from 8:00 p.m. to 2:00 a.m.; Funky Buddha will celebrate their 3<sup>rd</sup> Anniversary June 11<sup>th</sup> at Jaco Pastorius Park.; Switchbox Coffee Roasters will host a soft opening May 24<sup>th</sup>; she announced a new business, Kelvin 3200 a Southern Bistro, will be opening soon; Urban Farming Institute held Farm to Table event with North Andrews Gardens Elementary. She also reported the City received approval from the Broward County Commission to reallocate the Central Market \$150,000.00 to the connector and received many accolades from the county commission on the progress the City is making.

**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.**

Mitchell Stollberg Appleyard, 60 NW 47 Street - Very pleased with report and the businesses moving into the area; he stated the Prospect Plaza parking lot construction is going well; he spoke on the facade incentive request (Item 2) and noted this is a responsible business owner and encourages the board to approve.

**Resolutions and Miscellaneous**

2. [Award of Facade Incentive to EMB 221 LLC](#)

Ms. Margoles provided the presentation.

Vice Chair Adornato moved to adopt the resolution. Board Member Carn seconded the motion, which prevailed by the following vote:

**YES:** Board Member Guevrekian, Board Member Carn, Board Member Shank, Vice Chair Adornato, Chair Lonergan

The resolution, as adopted, carried the following title:

**CRA-R-2016-006**

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.

3. **Board Member Reports**

None.

**ADJOURN:** The meeting was adjourned at: 8:45 P.M.

CITY OF OAKLAND PARK, FLORIDA

\_\_\_\_\_  
TIM LONERGAN, CHAIR

ATTEST:

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

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

**AGENDA ITEM NO. 3.**

MEETING DATE: 8/3/2016

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

**SUBJECT:** Prospect Plaza Facade Incentive Grant Extensions

**1. BACKGROUND/HISTORY**

**Issue Statement:** The City of Oakland Park CRA Board approved Façade Improvement Applications for twelve Prospect Plaza property owners on February 18, 2015. The term of the agreements ends on September 30, 2016 and all the work has not been completed at the properties.

**Solution Statement:** The CRA Board approve an extension of six months for the Prospect Plaza Façade and Business Site Improvement agreements and authorize the City Manager to execute the amendment for each agreement, a sample which is attached as Exhibit A. An example of the original agreement is attached as Exhibit B. The City of Oakland Park CRA requests to amend each agreement for a period of six months, ending March 31, 2017.

**2. CURRENT ACTIVITY**

All twelve property owners awarded funds have executed agreements which expire September 30, 2016. The property owners and their respective grant amounts are:

1) Winningham & Fradley	111 NE 44th St	Grant \$12,764
2) 91 Investment Corp	91 NE 44th St	Grant \$11,794
3) Hinton, Robert	75 & 87 NE 44th St	Grant \$19,388
4) Serabian, Charles	51 NE 44th St	Grant \$8,079
5) Prospect Retail, LLC	31, 41,61 NE 44th St	Grant \$22,620
6) Mann, Arnold/Phyllis	4400 N Andrews Ave	Grant \$17,611
7) Lardin, Wendy	4401 N Andrews Ave/61 NW 44th St	Grant \$31,991
8 )KDX Realty, LLC	121 NW 44th St	Grant \$8,079
9) Buttimer, Edda	141 NW 44th St	Grant \$8,079
10) Aiesi, Charles	181 NW 44th St	Grant \$8,079
11) EMB 221, LLC	222 NW 45th St	Grant \$8,079
12)KMR Limited, Inc	235-251 NW 44th St	Grant \$20,358

Although most of the property owners have started their improvements but a majority will not be complete by September 30, 2016.

Section 6 of the agreement states:

**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.

When presented to the CRA Board on February 18, 2015, the memo stated:

*Project Completion*

*Staff recommends that property owners be given until the completion of the parking lot, currently estimated to be September 2016, to complete the façade improvements. In the event the parking lot construction interferes with the façade work, the property owners may seek additional time from the City with the understanding that the time is of the essence for the Façade Grant to be completed.*

The completion of the façade upgrades and improvements are key to providing a beautiful end product at this pivotal intersection within the City and CRA.

### **3. FINANCIAL IMPACT**

The CRA has the Façade Improvement Funds budgeted for these projects. Funds will be rolled into the FY 17 budget as needed.

### **4. RECOMMENDATION**

Staff recommends the CRA Board approve an extension of six months for the Prospect Plaza Façade and Business Site Improvement agreements and authorize the City Manager to execute the amendment for each agreement, a sample which is attached as Exhibit A. An example of the agreement is attached as Exhibit B.

### **ATTACHMENTS:**

Resolution

1st Amendment to Agreement

Original Façade Agreement

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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE SIX MONTH EXTENSION FOR THE PROSPECT PLAZA FAÇADE AND BUSINESS SITE IMPROVEMENT AGREEMENTS AND AUTHORIZING THE APPROPRIATE CRA OFFICIAL TO EXECUTE THE AMENDMENT TO EACH AGREEMENT; 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 interests of the City to approve the six month extension for the Prospect Plaza Façade and Business Site Improvement Agreements and authorize the appropriate CRA official to execute the amendment to each agreement.

**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 the six month extension for the Prospect Plaza Façade and Business Site Improvement Agreements and authorizes the appropriate CRA official to execute the amendment to each agreement.

**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.

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**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.

**ADOPTED** by the Board of Commissioners of the Oakland Park Community Redevelopment Agency this 3<sup>rd</sup> day of August 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

FIRST AMENDMENT TO PROSPECT PLAZA FAÇADE AND BUSINESS SITE  
IMPROVEMENT PROGRAM AGREEMENT

Section 6

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.,~~ by March 31, 2017.

**GRANTEE:**

**OAKLAND PARK COMMUNITY  
REDEVELOPMENT AGENCY**

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

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

David Hebert, Executive Director

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

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

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

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

**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

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

## AGENDA ITEM NO. 4.

MEETING DATE: 8/3/2016

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

**SUBJECT:** Authorization to Execute Agreement for CRA Strategic Plan Update

### 1. BACKGROUND/HISTORY

**Issue Statement:** The current CRA 5 Year Strategic Plan term is coming to an end. Many of the initiatives and projects have been accomplished and the CRA vision for the next five years should be set.

**Solution Statement:** The CRA Board authorize the City Manager to execute an agreement with R. Miller Consulting Group for the CRA Five Year Strategic Plan Update, for an amount not to exceed \$31,825.00. CRA Board allocated funds for a 5 Year Strategic Plan Update in the FY16 Budget and staff is recommending award to R. Miller Consulting Group.

In May 2011, the CRA issued RFQ #052311 for a general review of the CRA Plan. Fifteen organizations responded with specialties in some or all of the areas cited in the RFQ; downtown planning, downtown revitalization, redevelopment, design, marketing, real estate development and successful implementation to work with the City to (1) complete this general review (2) provide a five year strategic action oriented plan and (3) to provide continued support or assistance services as requested. Redevelopment Management Associates (RMA) was awarded the project and continued working with the CRA until January 2015.

FY16 had been designated a planning year for the City and the CRA. There were funds budgeted for a Retail Plan, Mobility Study, Facility Plan and Five Year CRA Strategic Plan Update. All these plans and studies are interrelated and interdependent.

During this past year, staff from Engineering and Community Development, CRA and the City Manager's Office met with several planning firms to discuss the proposed Strategic Plan Update and the relationship to other CRA Plans/Studies.

### 2. CURRENT ACTIVITY

In the later part of FY15 and FY16, the CRA hired several firms to assist with future planning for the CRA, in a variety of areas. The Retail Coach was hired to analyze our retail needs and assist in retail recruitment. Mr. Emison reported to the CRA Board on February 2016 and is making a second presentation on August 3<sup>rd</sup>. In April 2016, the CRA contracted with The Corradino Group for a Mobility Plan to

- 1) Review current DMUD traffic issues and roadway configurations and make recommendations for improvement while taking into consideration future planned development and train station opportunity.
- 2) Review parking deficits and make policy and project recommendations to bridge the gap between existing and future need.
- 3) Review bicycle and pedestrian LOS as planned for in DMUD and make policy and project recommendations to improve access.

- 4) Establish an overall mobility plan for the DMUD with projects developed by category
  - Roadway
  - Bicycle/pedestrian
  - Parking
  - Train Station & Transit

In addition, the City contracted with R. Miller Consulting Group, to coordinate activities related to the Downtown Mixed Use District. Ms. Renee Miller reported to the CRA Board in April 2016 on the current DMUD regulations. Ms. Miller's presentation was well received and she has continued to work on redevelopment projects with City staff. Her knowledge of redevelopment in South Florida and the key players has been invaluable.

Ms. Miller has been working with staff and consultants on these key studies and is part of the City's Planning Working Group alongside staff, consultants and outside agencies enabling her to become familiar with the City and CRA. This knowledge of the City, CRA and redevelopment activity provides savings of time and expense that would be incurred if another firm unfamiliar with the City and CRA were to be brought in at this time. As such, staff requested and received the attached proposal from R. Miller Consulting Group for the CRA Five Year Strategic Plan Update.

Purchasing Ordinance: Sec. 2-198. Exceptions to competitive procurement requirement.

o. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The city manager or his designee may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated above.

This strategic plan is not subject to CCNA rules. After review of the information provided, Purchasing agrees the award of this contract would be advantageous to the City.

Please be advised the City Attorney and Risk Manager have suggested the vendor may need to provide insurance. We are working with Ms. Miller on this request.

### **3. FINANCIAL IMPACT**

The 2011 Strategic Plan cost \$60,000. The CRA budgeted \$60,000 for the update. Ms. Miller has submitted a proposal for the update for \$31,825.00.

### **4. RECOMMENDATION**

Staff recommends that the CRA Board authorize the City Manager to execute an agreement with R. Miller Consulting Group for the CRA Five Year Strategic Plan Update, for an amount not to exceed \$31,825.00.

### **ATTACHMENTS:**

Resolution

R. Miller Consulting Group Proposal for CRA Plan Update

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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH R. MILLER CONSULTING GROUP, LLC FOR THE CRA FIVE YEAR STRATEGIC PLAN UPDATE; 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 interests of the City to approve and authorize the appropriate city officials to execute an Agreement with R. Miller Consulting Group, LLC for the CRA Five Year Strategic Plan Update.

**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 and authorizes the appropriate city officials to execute an Agreement with R. Miller Consulting Group, LLC for the CRA Five Year Strategic Plan Update for an amount not to exceed \$31,825.00. A copy of the Agreement is attached hereto as Exhibit "A".

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 3<sup>rd</sup> day of August 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

## R. Miller Consulting Group

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July 18, 2016

David Hebert, City Manager  
City of Oakland Park  
3650 NE 12th Avenue  
Oakland Park, FL 33334

Re: City of Oakland Park CRA Plan Update 2016-2011

Dear Mr. Hebert:

I am pleased to submit a proposal for work related to the completion of the five-year City of Oakland Park Community Redevelopment Agency (CRA) Plan Update. If accepted, all services shall be performed as per this proposal.

R. Miller Consulting Group was hired to assist with project management for several initiatives related to Downtown Mixed Use District Redevelopment. In furtherance of that task, City Administration has asked that R. Miller Consulting Group provide an additional proposal for the completion of the Oakland Park CRA Plan Update. The aforementioned proposal incorporates the following deliverables:

### 5 Year CRA Plan – Task List

- 1) Review Background Information and Previous Studies
- 2) Research and Data Collection
  - a. Mobility Plan Recommendations
  - b. Branding Recommendations
  - c. Retail Coach Recommendations
  - d. Facilities Study Recommendations
- 3) Establish a Five Year Strategic Plan with Three-year strategic action plan recommendations
- 4) Create a Five Year Strategic Finance Plan
- 5) Provide a professionally designed plan document and presentation which can be used by CRA staff for Economic Development purposes.

The cost for R. Miller Consulting Group to complete the 5 Year CRA Plan will be **\$31,825.00** and it is estimated that the timeframe to complete the study will be 5 months from the issuance of the notice to proceed. I look forward to working with the City on this exciting initiative. A detailed Scope of Services and Cost Proposal is attached.

Respectfully Submitted,

*Renee C. Miller*

Renee C. Miller, ICMA-CM

## CITY OF OAKLAND PARK CRA 5-YEAR STRATEGIC PLAN SCOPE OF SERVICES

### **Background:**

In November of 2011, the Oakland Park CRA adopted a 5-year Strategic Action Plan which established recommendations for 12 key sites in the redevelopment area, identified capital improvement projects for the plan period, and identified operational and organizational opportunities for the CRA to explore to stimulate development.

Since that time, the CRA has worked towards implementation of the objectives in the 2011-2016 plan and are now, planning for the next five years of redevelopment amid growing interest in the Redevelopment Area.

### **Mission:**

Establish a Strategic Action Plan for the Oakland Park CRA which will outline the goals and objectives for the Oakland Park CRA FY 2017-2021.

### **Task One: Review Background Information and Previous Studies**

This task will consist of a full review of the Oakland Park CRA Plan and subsequent Plan updates to ensure continuity and gain full understanding of the CRA position to include items completed, pending actions and items needing to be incorporated into the Plan Update

### **Task Two: Research and Data Collection**

In light of the fact that the City of Oakland Park has currently engaged several consultants for various initiatives, the CRA will have the unique ability to partner with these consultants to incorporate project and policy recommendations in this upcoming plan. As such, R. Miller Consulting Group will gather the appropriate recommendations from each of these initiatives and incorporate them into the 5 Year Plan.

- Mobility Plan Recommendations
- Branding Recommendations
- Retail Coach Recommendations
- Facilities Study Recommendations

### **Task Three: Establish a Five Year Strategic Plan**

R. Miller Consulting Group will create a plan document with goals, objectives, and strategies by fiscal year. This plan will also provide a three year focused action plan which outlines the steps necessary for successful implementation.

**Task Four: Create a Five Year Strategic Finance Plan**

R. Miller Consulting Group will work with City Administration to establish develop a Five Year Finance plan which outlines fiscal impacts of the redevelopment initiatives and provides a fiscal plan for both the operational and capital finance needs.

**Task Five: Provide CRA Plan and Presentation to CRA**

R. Miller Consulting Group will provide a plan document and presentation format which is beneficial for CRA Staff's Economic Development Efforts.

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

## AGENDA ITEM NO. 5.

MEETING DATE: 8/3/2016

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

**SUBJECT:** Park Plaza Façade Incentive Approval

### 1. BACKGROUND/HISTORY

**Issue Statement:** In the Fiscal Year 16 CRA Budget, the City Commission approved the allocation of \$85,000 in incentive grant funding to be used within the CRA. The CRA received an incentive application from Roselli Holdings, VII, LLC for the Façade and Business Site Improvement Program offered through the CRA for the property located at 3407-3425 N. Dixie.

**Solution Statement:** The CRA Board approval of the incentive grant for the maximum amount allowed of \$10,000.00. The CRA received an incentive application from Roselli Holdings, VII, LLC for the Façade and Business Site Improvement Program offered through the CRA for the property located at 3407-3425 N. Dixie. 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 is intended to be a mixture of retail and restaurant space.

### 2. CURRENT ACTIVITY

The owner wishes to increase the attractiveness and marketability of the property on N. Dixie Highway to encourage redevelopment within the Culinary Arts District. The total estimated cost of the exterior Façade Improvements for the property located at 555 NW 44<sup>th</sup> is \$364,264.00.

The façade and site improvements include:

Complete demolition and reconstruction of front entrances and façade of existing building. Reconstruction with CBS material on exterior walls with smooth stucco finish, new parapet construction allowing for a more attractive modern roof façade to include structural steel, modern moldings and cornices, elevated parapet heights with an attractive elevated center height and arched elevated parapet with extended brow complimenting the adjacent Art Park and Mural location; newly constructed concrete walkway lighting illuminating the newly constructed concrete formed window openings, impact resistant storefront and automatic entry door; designer selected paint colors with complimenting neutral, modern tones accenting the brick design and colors of the walkway columns.

### 3. FINANCIAL IMPACT

\$85,000 was allocated in the FY16 Budget for CRA incentives. Four incentives have been awarded this

year totaling \$40,462 reducing the available balance to \$44,538.

Account	Available Balance	Proposed Expenditure	Remaining Balance
13017559.483100: Other Grants and Aids	\$44,538	\$10,000	\$34,538

#### 4. RECOMMENDATION

The total estimated cost of the exterior Façade Improvements for the property located at 555 NW 44<sup>th</sup> is \$364,264.00. Staff recommends approval of the maximum amount allowed of \$10,000.00

#### ATTACHMENTS:

- Resolution
- Park Plaza Exec Summary
- Park Plaza Application
- Park Plaza pictures
- Park Plaza Deed

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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 ROSELLI HOLDINGS, VII, 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 Roselli Holdings VII, 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 Roselli Holdings, VII, LLC for the property located at 3407-3425 N. Dixie Highway, Oakland Park, FL.

**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 3<sup>rd</sup> day of August 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

**OAKLAND PARK COMMUNITY  
FACADE AND BUSINESS SITE  
IMPROVEMENT PROGRAM**

**EXECUTIVE SUMMARY**

Park Plaza was purchased by Roselli Holdings VIII, LLC in 2013 with intentions to renovate in existing older building as an opportunity to be part of the growing Downtown Mixed Used District and in support of the Downtown Culinary Arts District of which this property is located in.

Formerly known as Squire Center encompassing 3407 - 3425 N. Dixie Highway, Roselli Holdings, VIII, LLC recreated the image to accent the Oakland Park Art Park of which it shares a common pedestrian walk and park on the NEC of Dixie Highway and NE 34<sup>th</sup> Court, and allowing for the widely recognized Art Mural on the north end of the existing building. With this recreation, this property is now known as and referred to as Roselli Park Plaza.

Creating a well-thought out plan was the key to this finished project. The detailed plan included a complete demolition of the front entrance. Demolition began in August of 2015, the front entrance was finished with concrete entrance walls and window openings. Store front glass for windows, entrance doors and automatic doors were completed and updated with modern clear, impact resistant storefront glass. A greatly improved aesthetic street side appearance was created with elevated parapets, modern cornices and banding, attractive columns with brick accents and sconce lighting; illuminated new walkway with complimenting sconce lighting on walls, and designer influenced color scheme.

This project was completed in January 2016, and is intended to be a real asset to the location and neighboring businesses in the effort to enhance and compliment the newly created downtown district.



**OAKLAND PARK COMMUNITY  
REDEVELOPMENT AGENCY**



**FAÇADE AND BUSINESS SITE  
IMPROVEMENT PROGRAM**

# FAÇADE & BUSINESS SITE IMPROVEMENT

## Program Policies and Procedures

### I. Purpose

The *Façade & Business Site Improvement Program* encourages business owners in the Downtown Mixed Use District (DMUD) in Oakland Park to enhance their existing business sites through exterior improvements. Businesses are limited to those related to and supporting the Downtown Culinary Arts District.

Commercial businesses within the Oakland Park Community Redevelopment Agency area of Downtown within the DMUD are eligible to participate in this program. These businesses and/or properties must be located within the following target areas:

- NE 12<sup>th</sup> Avenue between Oakland Park Boulevard and NE 38<sup>th</sup> Street
- NE 38<sup>th</sup> Street between 12<sup>th</sup> and 13<sup>th</sup> Avenue
- Dixie Highway between NE 32<sup>nd</sup> Street and NE 38<sup>th</sup> Street

Applicants meeting the location criteria under this program will have preference to ensure maximum impact to the district. As the programming and budget develops in the future, this program will expand to other geographic areas as well.

The program opens on October 1, 2012 and will cease September 30, 2014. An extension or expansion of the program will be reviewed as necessary. Business Site Improvement Program grants help defray the costs of exterior improvements and project related engineering, architectural and permitting costs associated with this type of development.

### II. General Provisions

The funding assistance provided under the Façade & Business Site Improvement Program is solely on a reimbursement basis. The CRA has the exclusive authority to approve or deny Program applications based on its determination as to the benefits to the DMUD and Culinary Arts District produced by requested projects. The CRA may impose any conditions of approval it deems suitable to protect the interests of the agency, including a duly executed contract.

Applicants awarded funds under this program agree to complete the project for which assistance was provided according to the scope of work documents submitted in the application. All work must be performed in a first class workmanlike manner in compliance with ordinances and regulations of the City of Oakland Park, and must meet all building and other applicable codes.

Eligible improvements include aesthetic improvements to the building structure, such as exterior painting, installation of awnings, new windows and/or doors and

signage. Adjoining parking lots, sidewalks and landscaping are ineligible as stand alone projects; however, they may be included in conjunction with the overall physical façade improvements to the structure.

Applicants are encouraged to meet with City staff to discuss their project qualifications and eligibility for reimbursement under the Program before applying.

**III. Criteria Considered**

Criteria considered when reviewing applications include, but are not limited to:

- a. Compatibility with development plan(s) and guidelines, e.g. Culinary Arts District within the DMUD;
- b. The visual impact of the project on the area;
- c. The project's likelihood of completion;
- d. The amount of private resources invested in the project;
- e. The number of new jobs created as a result of the project, especially for area residents;
- f. The need for the project based on the property's condition and location;
- g. The beneficial impact the completion of the proposed project will have on the property and the surrounding area;

**IV. Funding Guidelines**

Approved applicants may receive reimbursement for 80% of their eligible project costs, up to a maximum award of \$10,000 per PCN (folio) number. For Example:

<u>Total Project Cost</u>	<u>CRA Contribution</u>	<u>Applicant Contribution</u>
\$12,500.00	\$10,000.00	\$2,500.00
\$10,000.00	\$ 8,000.00	\$2,000.00
\$ 5,000.00	\$ 4,000.00	\$1,000.00

Program assistance is available based on a first-come, first-serve basis, according to project eligibility, application completeness and the availability of funds. There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

Assistance from the Business Site Improvement Program, at the sole discretion of the CRA, may be combined with subsidies from other public or private programs. Assistance from other sources may serve as the CRA's required matching funds. Funding for approved projects may be carried out from one fiscal year to the next at the sole discretion of the CRA.

## V. Application Checklist

Every application package must include the following items before it will be processed and considered for approval:

- Signed and completed application form
- Business Plan or Executive Summary, including a narrative describing the business, its operations, and its business principles Attached.
- Sketch or rendering of proposed improvements Attached.
- Current photograph of existing property conditions Attached.
- Detailed 3-year budget projections of revenues and expenses N/A
- Oakland Park Business License
- Confirmation that property is free of all county, municipal, liens and judgments and ad-valorem taxes are up to date Current paid 2015 Tax Bill attached. No liens or judgements on property
- Historical financials for 3 years (in a sealed envelope – existing businesses only) None redevelopment property. No tenants.
- Copy of signed multi-year lease (including express written permission from the property owner to make changes outlined in the project), or copy of Warranty Deed showing ownership of the property by the business owner See attached Deed.
- Narrative description of entire project being undertaken, including sources of financing N/A Self Funded
- Detailed budget for entire project N/A Projected Completed.
- Detailed breakdown of exterior improvements for which reimbursement is being requested from Program Attached.
- Two bids/quotes from 2 licensed contractors, with a completed contract with one of them N/A Project Completed.
- Copy of lease agreement if applicable, with at least two years remaining on term N/A

## **VI. Eligible Expenses**

Only those expenses concerning exterior improvements to business structures will be considered for funding. These expenses include, but are not limited to:

- Brick or textured pavement
- Demolition and construction for new entrances or exits
- Awnings ( including the removal of old awnings and installation of new fabric awnings)
- New doors or replacements
- Removal of deteriorated building materials such as plywood, metal or stucco
- Fees – site design, engineering, permitting
- Landscaping expenses – design fees, installation, material purchases, irrigation
- Exterior repair, stucco and painting
- Exterior window upgrades
- Costs associated with installation and improvement of parking, driveways, sidewalks
- Exterior lighting and related electrical work
- Exterior signage

## **VII. Ineligible Expenses**

The following items are examples of what will *not* be considered for funding by the Program:

- Work performed that is not consistent with the Design Guidelines for the CRA pursuant to the Community Redevelopment Plan and the City's Land Use and Development Regulations
- Sweat equity ( i.e., reimbursement for applicants own labor in performance of renovation work or new construction)
- General maintenance
- Business payroll
- Any interior improvements or repairs
- Purchases of equipment, inventory, furnishings, decorations or supplies (non-fixed improvements)
- Purchase of real property
- Rent, lease or mortgage payments
- HVAC repair and/or replacement
- Security system repair and/or replacement
- Roof repair, replacement or other roof modifications

### **VIII. Application Processing Procedure**

The CRA will adhere to the following procedural steps when processing applications for assistance under the Business Site Improvement Program. Applicants are free to discuss the application process with staff prior to submitting an application.

1. Business Owner completes application and submits it to CRA staff, along with completed checklist items.
2. CRA staff reviews the submitted application package for eligibility and completeness.
3. CRA staff brings eligible and complete application packages to the City Manager for input and recommendations for funding based on criteria outlined in Section III.
4. CRA staff brings application packages that have received recommendations for funding to the CRA Board for approval.
5. CRA staff provides a written notification to applicants of approval or denial of funding. If funding is denied, the reason(s) will be stated in the written notification.

It is anticipated that application packages will be reviewed and presented to the City Manager within approximately 30 days after receipt by staff. Those applications receiving funding recommendations will be presented to the CRA Board for approval no later than the second CRA Board meeting following the City Manager meeting at which the application received a recommendation for funding. The determination for funding made by the CRA Board is final. If an application is denied funding, the business owner may apply again after one year has elapsed after the submittal date of the denied application. If an application is granted funding, the business submitting the successful application may not apply again for funding until three (3) years has elapsed after the date the CRA Board approved funding.

### **IX. Reimbursement Process**

Applicants for funding should carefully consider the reimbursement process for funding when establishing their timelines for projects that seek Program assistance. It is important to remember that, when contemplating a project, financing should be arranged before work is actually started. If a business owner intends to finance a project with a loan, the CRA may write a letter notifying the lender that a project has been approved for funding under the Program, but that the funding is on a reimbursement basis.

- Grant funds are dispersed on a reimbursement basis for eligible and pre-approved expenses only.
- No grant funds will be dispersed prior to inspection and receipt of final approvals by the City's Building Department, and any other required final approval, if applicable. For extensive renovation, reimbursement may be provided in three (3) draw schedules provided inspections from

appropriate government agencies have been approved for work completed and work has been done in a first class workmanlike manner. Final inspections from appropriate government agencies will need to be approved for final draw.

- To receive a reimbursement, grantees must submit a detailed work invoice with proof of payment to the selected contractor in the application package for completed work in the form of a cancelled check, credit card statement, or vendor certification of payment (vendor's paid receipt). Disbursements of the Grant proceeds 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. Reimbursement is at the approved grant award rate of 80%, or a maximum of \$10,000 for a maximum total project cost of \$12,500 per address.
- All final approvals and requests for reimbursement must be received by the CRA no more than one year following approval of the application by the CRA.
- No assurances are given as to how soon reimbursement funds will be disbursed by the CRA after all required documentation has been submitted.

#### **X. Commencement**

All work must commence within 12 months of application approval. If work has not commenced within 12 months, funds will be reprogrammed.

Should an applicant 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 applicant. 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 Façade Grant Program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner or applicant. Properties in the designated CRA areas are not eligible for CRA funded programs when such funding conflicts with the goals expressed in the CRA Strategic Finance Plan or Community Redevelopment Plan.**

## **ADDITIONAL INCENTIVES**

Business and property owners in the Downtown Mixed Use District (DMUD) may qualify for the following additional incentives based on the City of Oakland Park Code of Ordinances, Chapter 24-276(d). Business considered for these incentives are limited to those related to and supporting the Downtown Culinary Arts District.

The following incentives are available:

### **1. Waiver of fees.**

The city manager shall consider the waiver of one (1) or more of the following fees for qualifying businesses enumerated under subsection (A) 24-276 (below), which are determined to establish a positive standard for developments within the downtown mixed use district leading to improved aesthetics in the district and the elimination of blight and underutilized properties. (These waivers shall include a waiver of the requirement to pay a fifteen thousand dollars (\$15,000.00) fee for each parking space which is not provided on site):

- (a) Payment in lieu of onsite parking
- (b) Landscaping code adjustments subsections 24-105(C)(1),(2), (3) and DMUD landscape design guidelines
- (c) Park and open space fee
- (d) Local transportation fee
- (e) Development review fee

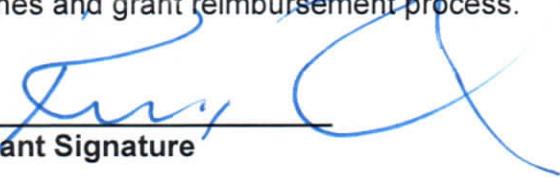
### **2. Permitting assistance**

For those businesses related to and supporting the Culinary Arts District expedited permitting by the City of Oakland Park may be considered through City's Platinum Certification in the Broward Alliance's expedited permitting program. Expediting permitting is also provided in the Interim Regulations Ordinance Sec. 24-276.

**PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL**

- Properties listed for sale may not apply. Properties sold within twenty-four months of receiving grant funding **must repay the full amount.**
- Prior to application submittal, a preliminary review of proposed renovations to property must be completed by the Planning & Zoning Department.
- After approval process, the CRA will provide the applicant with an approved Grant Agreement for signature. It is recommended that **NO CONSTRUCTION** begin until the Grant Agreement is signed by all parties. Improvements completed prior to approval by the CRA Board, may not be eligible for reimbursement.
- If deemed necessary, the Community Redevelopment Agency (CRA) reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to; the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the applicant.
- If your site plan or application request includes landscaping, the landscaping must be a species and variety of native plants that are drought tolerant, require little irrigation and withstand the environmental conditions of Oakland Park. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.
- Property to be improved must be free of all municipal and county liens, judgments or government 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 a culinary related business within the DMUD. 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.

  
\_\_\_\_\_

**Applicant Signature**

  
\_\_\_\_\_

**Date**

  
\_\_\_\_\_

**Property Owner Signature (if different)**

\_\_\_\_\_  
**Date**

## FAÇADE & BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION

Date of Application \_\_\_\_\_

**1. Address of project requesting incentive:**

3411 - 3425 N. Dixie Highway, Oakland Park, FL

**2. Name of Applicant:**

Robert M. Roselli

**Address of Applicant:**

3471 N. Federal Highway, Ste. 600, Oakland Park, FL 33306

**Phone:** 954-568-0700

**Fax:** 954-568-0444

**Email:** rmr@roselliproperties.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?

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

ROSELLI HOLDINGS, VIII, LLC

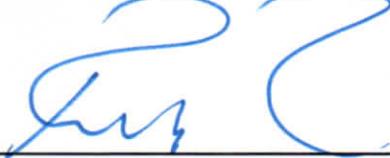
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**4. Project Description:**

Complete demolition and reconstruction of front entrances and facade of existing building. Reconstruction with CBS material on exterior walls with smooth stucco finish, new parapet construction allowing for a more attractive modern roof facade to include structural steel, modern moldings and cornices, elevated parapet heights with an attractive elevated center height and arched elevated parapet with extended brow complimenting the adjacent Art Park and Mural location; newly constructed concrete walkway columns accented with detailed brickwork and decorative lighting sconces; modern walkway lighting illuminating the newly constructed concrete formed window openings, impact resistant storefront and automatic entry doors; designer selected paint colors with complimenting neutral, modern tones accenting the brick design and colors of the walkway columns.

5. Total Project Cost \$364,264.00 Total Funding Request \$10,000.00

Authorized Representative



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Business Owner Signature

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Print Name

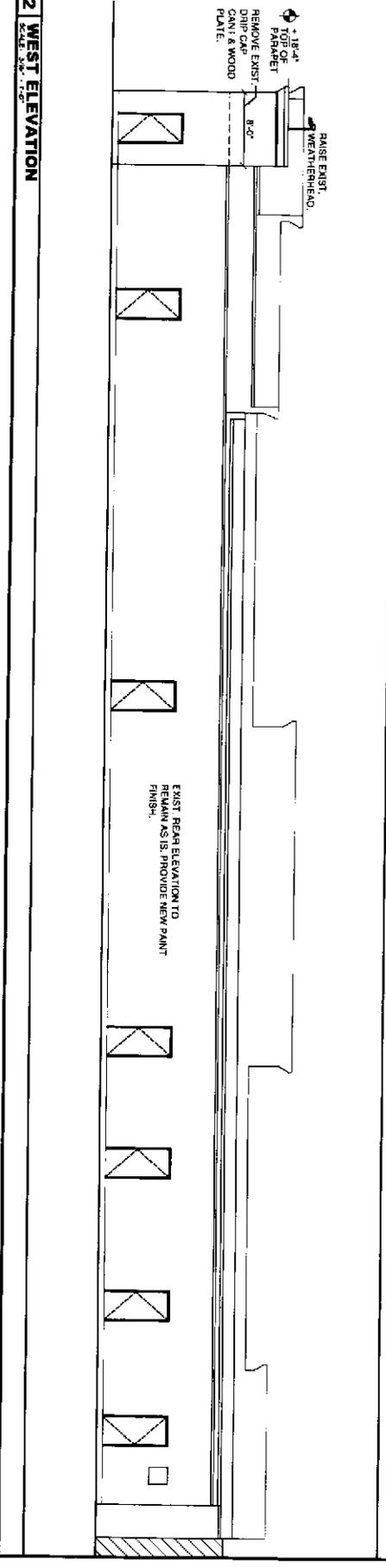
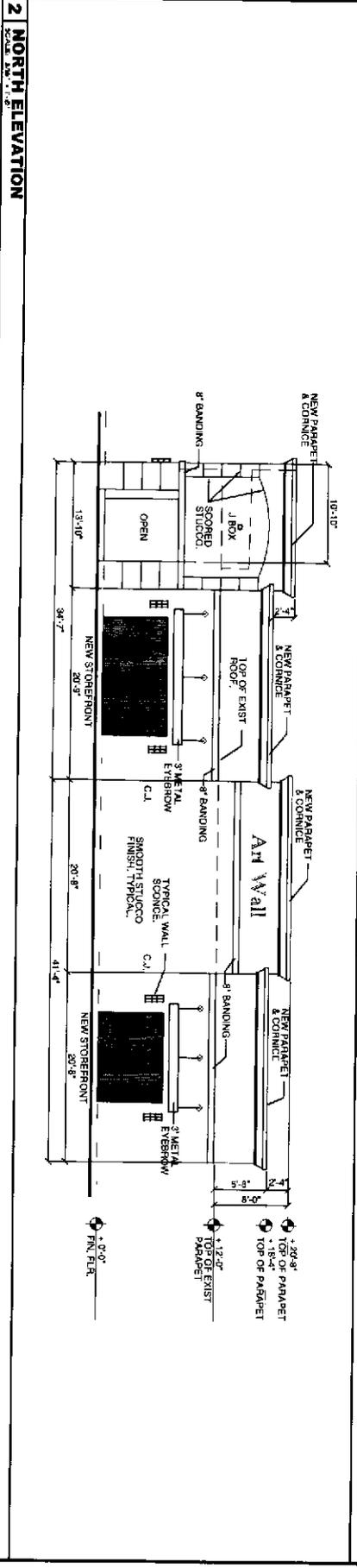
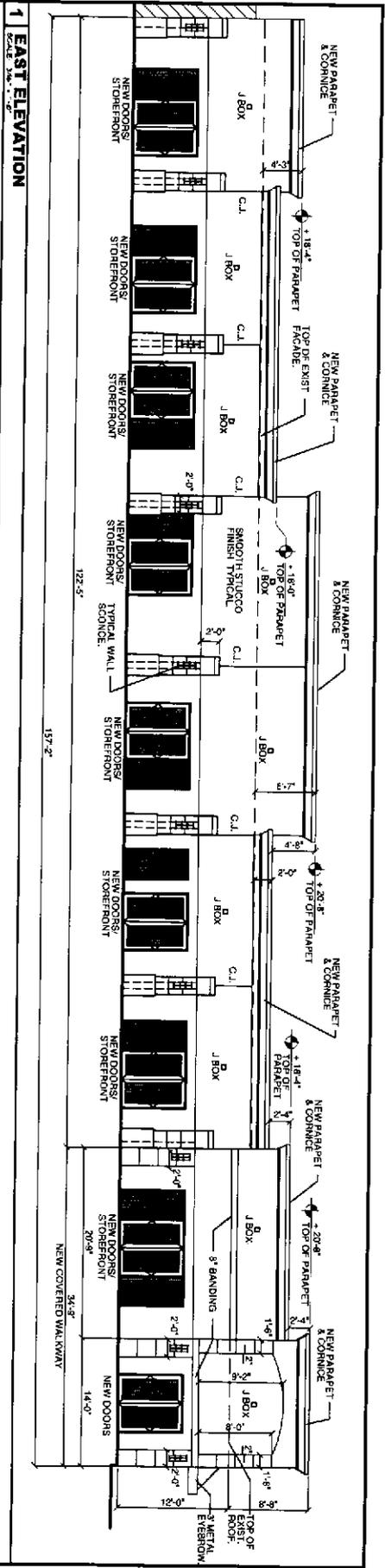
Property Owner Signature  
(If different)

ROBERT M. ROSELLI

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 goals and objectives as a culinary related business within the DMUD. 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.



<p><b>PROPOSED RENOVATIONS FOR:</b>  <b>ROSELLI PARK PLAZA</b>          3407 N. DIXIE HIGHWAY          OAKLAND PARK, FLORIDA</p>	<p><b>GUSTAVO J. CARBONELL, P.A.</b>          Architect and Planner          1187 N.E. 4th Ave.          Ft. Lauderdale, Florida, 33304          (954) 408-6567          Member American Institute of Architects</p>	<p>DATE: 04.10.2014          DRAWING NO.: 2/202014          SHEET NO.: 13/444</p>	<p>DESIGNED BY: DBK          DRAWN BY: G.J.C.          CHECKED BY: J.C.          DATE: 04.10.2014          SCALE: AS NOTED</p>
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Item # 5.



Item # 5.



Item # 5.



Prepared By:  
Gavin S. Banta, Esquire  
Angelo & Banta, P.A.  
515 East Las Olas Boulevard  
SunTrust Center, Suite 850  
Fort Lauderdale, Florida 33301

Folio number: 4942-23-00-0540

## WARRANTY DEED

THIS WARRANTY DEED made this 27 day of June, 2013 between BSAMA LLC, a Florida limited liability company (the "Grantor"), whose mailing address is 5101 N. Travelers Palm Lane, Tamarac, Florida 33319, and Roselli Holdings VIII, a Florida limited liability company (the "Grantee"), whose mailing address is 3471 North Federal Highway, Suite 600, Fort Lauderdale, Florida 33306.

### WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and Grantee's heirs, successors and/or assigns the real property (the "Property") located in Broward County, Florida, and more particularly described as follows:

A parcel of land in Section 23, Township 49 South, Range 42 East, Broward County, Florida, more particularly bounded as follows: On the East by the West boundary line of Old Dixie Highway as now located, constructed and used; on the West by the East right-of-way line of N.E. 11th Avenue, as now located, constructed and in use; on the North by a line 130 feet South of and parallel with the North line of the NW 1/4 of the NE 1/4 of the SE 1/4 of the SW 1/4 of said Section 23, and on the South by the North right-of-way line of N.E. 34th Street, and now located, constructed and in use; less the South 50 feet of all the above described and less the North 5.0 feet of the South 55 feet of the west 105 feet of all the above described.

### SUBJECT TO:

1) All matters of record; 2) Land use designation, zoning restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions, easement and matters appearing on the plat or otherwise common to the subdivision; 3) Real estate taxes for the year 2013 and all subsequent years; and 4) Existing applicable governmental building and zoning ordinances and other governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

**AND GRANTOR hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.**



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

## AGENDA ITEM NO. 6.

MEETING DATE: 8/3/2016

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

### **SUBJECT:**

First Amendment to Interlocal Agreement Between Broward County and City of Oakland Park/Oakland Park Community Redevelopment Agency for Jaco Pastorius Park

### **1. BACKGROUND/HISTORY**

**Issue Statement:** The City of Oakland Park and CRA requested and received authorization from the County for the reallocation of the Central Market BRP of \$150,000 awarded in 2013 cycle funding to the Jaco Pastorius Grand Plaza BRP project awarded in 2016.

**Solution Statement:** The City Commission/CRA adopt the Resolution and authorize the appropriate City Officials to execute the First Amendment to Interlocal Agreement Between Broward County and City of Oakland Park/Oakland Park Community Redevelopment Agency for Jaco Pastorius Park. The City of Oakland Park and CRA received approval from Broward County on May 10, 2016 to reallocate \$150,000 to the Jaco Pastorius Grand Plaza Project, bringing the total of BRP funding to \$700,000.00.

### **2. CURRENT ACTIVITY**

Broward County has prepared the attached First Amendment to Interlocal Agreement Between Broward County and City of Oakland Park/Oakland Park Community Redevelopment Agency for Jaco Pastorius Park for the City/CRA approval. The original agreement recorded on March 25, 2016 sets for the terms, conditions and requirements for the BRP project. The amendment only increases the funding amount and is effective upon execution by all parties.

### **3. FINANCIAL IMPACT**

The Grand Plaza project was approved by the City Commission as part of the FY16 Capital Improvement Program. The Broward Redevelopment Program Grant will provide \$700,000 for the project. The City's match is the remainder of the funding.

### **4. RECOMMENDATION**

Staff recommends the City Commission/CRA adopt the Resolution and authorize the appropriate City Officials to execute the First Amendment to Interlocal Agreement Between Broward County and City of Oakland Park/Oakland Park Community Redevelopment Agency for Jaco Pastorius Park.

### **ATTACHMENTS:**

Resolution

Jaco Pastorius BRP Original Agreement  
First Amendment to Jaco BRP

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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE CHAIRPERSON OF THE CRA TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CRA FOR JACO PASTORIUS PARK; 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 interests of the City to approve and authorize the chairperson of the CRA to execute the First Amendment to Interlocal Agreement between Broward County and the CRA for Jaco Pastorius Park.

**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 and authorizes the chairperson of the CRA to execute the First Amendment to Interlocal Agreement between Broward County and the CRA for Jaco Pastorius Park.

**SECTION 3.** The chairperson of the CRA is 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 3<sup>rd</sup> day of August 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



Environmental Protection and Growth Management Department  
**HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION**  
110 NE 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8221

April 4, 2016

Kathleen Margoles, Community and Economic Development Director  
City of Oakland Park  
3650 N.E. 12<sup>th</sup> Avenue  
Oakland Park, Florida 33334

Dear Ms. Margoles:

Subject: Executed Originals – Oakland Park - Broward Redevelopment Program (BRP)  
Public Improvement Project (Jaco Pastorius Park Connector).

Attached is the executed original Interlocal Agreement (ILA), as recorded on March 25, 2016, in an amount not to exceed \$550,000 for the construction of a downtown connector, consisting of a paver plaza, decorative bollards, a fountain, fencing and associated improvements.

Similarly, another executed original ILA will be sent to David Hebert for the City. Electronic copies will be sent to you, Mr. Hebert, the City Clerk and the City Attorney.

If you have any questions or comments, please call me at (954) 357-6679 or email at [gamoruso@broward.org](mailto:gamoruso@broward.org).

Best Regards,

A handwritten signature in red ink, appearing to read "Glenn Amoruso", is written over the "Best Regards," text.

Glenn Amoruso  
Principal Planner, Housing Finance and Community Redevelopment Division

Attachments (1)

Cc w/o attachments:

Ralph Stone, Director, Housing Finance and Community Redevelopment Division  
Donald J. Doody, City Attorney  
Mr. David Hebert, City Manager, CRA Executive Director  
Joni Armstrong Coffey, County Attorney  
Renee Strout, City Clerk

Return recorded document to:  
Broward County Housing Finance and  
Community Redevelopment Division  
110 NE 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor  
Fort Lauderdale Florida, 33301

Document prepared by:  
Maite Azcoitia, Deputy County Attorney  
Broward County Attorney's Office  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

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INTERLOCAL AGREEMENT

This is an Interlocal Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF OAKLAND PARK, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY," and OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, hereinafter referred to as "CRA", and its/their successors, hereinafter the CITY and the CRA shall collectively be referred to as "CITY/CRA."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Board of County Commissioners of Broward County, Florida, hereinafter referred to as the "Board," on April 23, 2013, approved the Broward Redevelopment Program as Agenda Item #34, for the public purpose of removing blighting conditions, job creation, and economic development in Broward County; and

WHEREAS, no Broward Redevelopment Program funds will be awarded to a community redevelopment area created pursuant to Chapter 163, Part III, Florida Statutes, that is receiving the COUNTY's tax increment financing, or to a specific project that has previously received funding through the Broward County Redevelopment Capital Program as set forth in Chapter 19, Part III, of the Broward County Administrative Code; and

WHEREAS, all projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area or areas that have been designated in a county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes; and

Approved BCC 9/17/15, #31  
Submitted By EPGMD-Planning  
RETURN TO DOCUMENT CONTROL

CNA-R. 2016.005 Item #6

(17)

W/C

Return recorded document to:  
Broward County Housing Finance and  
Community Redevelopment Division  
110 NE 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor  
Fort Lauderdale Florida, 33301

Document prepared by:  
Maite Azcoitia, Deputy County Attorney  
Broward County Attorney's Office  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

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AND

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WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Board of County Commissioners of Broward County, Florida, hereinafter referred to as the "Board," on April 23, 2013, approved the Broward Redevelopment Program as Agenda Item #34, for the public purpose of removing blighting conditions, job creation, and economic development in Broward County; and

WHEREAS, no Broward Redevelopment Program funds will be awarded to a community redevelopment area created pursuant to Chapter 163, Part III, Florida Statutes, that is receiving the COUNTY's tax increment financing, or to a specific project that has previously received funding through the Broward County Redevelopment Capital Program as set forth in Chapter 19, Part III, of the Broward County Administrative Code; and

WHEREAS, all projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area or areas that have been designated in a county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes; and

WHEREAS, projects that are eligible to apply for Broward Redevelopment Program funding include public improvements; and

WHEREAS, the Board approved the Broward Redevelopment Program funding for Fiscal Year 2015 on March 17, 2015, and the CITY/CRA submitted an application for funding for a project, said project having been reviewed and recommended for approval to the Board; and

WHEREAS, the project is a downtown connector to Jaco Pastorius Park within the CITY/CRA, including a paver plaza, decorative bollards and fencing, multiple columns to highlight the site, and a construction of a fountain with landscaping and irrigation, for a total funding amount not to exceed Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), hereinafter referred to as the "Project"; and

WHEREAS, the Board approved the Project on September 17, 2015, as part of Agenda Item #31; and

WHEREAS, the CITY/CRA and the COUNTY hereby agree that the Project, during the term of this Agreement and any amendments thereto, shall be funded through non ad valorem revenue sources pursuant to the requirements of the Broward Redevelopment Program; and

WHEREAS, the Project has been deemed to be eligible for the Broward Redevelopment Program as the Project addresses the public purposes of economic development, job creation, and removal of blighting conditions so as to have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment; and

WHEREAS, the CITY/CRA has submitted design plans as part of the application, the cost estimate of the COUNTY staff compares favorably with the CITY/CRA's submitted cost estimate, and the submitted contributions from non-County sources appear reasonable for the estimated total project cost; and

WHEREAS, the CITY/CRA, as part of the application, has submitted that twenty-two (22) new permanent jobs will be created as a result of this Project; and

WHEREAS, the parties desire to enter into an agreement to delineate their areas of responsibility with respect to the Project and funding, hereinafter referred to as "Agreement,"

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the COUNTY and the CITY/CRA agree as follows:

#### **ARTICLE 1 - DEFINITIONS**

For the purpose of this Agreement, the following definitions apply unless the context

in which the word or phrase is used clearly indicates a different meaning:

1.1 Application shall mean the application for funding for the Project under the Broward Redevelopment Program that was submitted to the COUNTY by the CITY/CRA. The terms, conditions, certifications, requirements, and statements contained within the application are specifically incorporated into this Agreement as obligations of the CITY/CRA. The Application is kept on file in the office of the Director, Housing Finance and Community Redevelopment Division.

1.2 County Administrator shall mean the administrative head of Broward County appointed by the Board of County Commissioners.

1.3 Economic development shall mean a project or activity that creates an identified number of new permanent jobs as detailed in the application for funding under the Broward Redevelopment Program.

1.4 Public improvements shall mean improvements which further redevelopment including:

Utility improvements (upsizing to accommodate development or redevelopment);  
Transportation improvements (roadways, turn lanes, crosswalks, etc.);  
Construction or expansion of public parking;  
Streetscaping to facilitate access to businesses, employment, and transit; and  
Landscaping and irrigation associated with the utility, transportation, public parking, or streetscaping improvement, not to exceed twenty percent (20%) of the cost of the improvement.

1.5 Redevelopment shall mean projects which address public purposes of removing blighting conditions and facilitating economic development opportunities and job creation, which public purposes have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment.

## **ARTICLE 2 - SCOPE/PROJECT**

2.1 The Project is located along North Dixie Highway south of Jaco Pastorius Park and adjacent to the FEC railroad, in the City of Oakland Park, Florida, within the redevelopment area as described in Exhibit "A."

2.2 The CITY/CRA and the COUNTY hereby agree that the Project was approved by the COUNTY as follows:

The proposed project will construct an enhanced connector and entryway that runs from North Dixie along the eastern boundary of the Jaco Pastorius Park and adjacent to the FEC railroad. The project will consist of a paver plaza, decorative

bollards and fencing, and multiple columns that will highlight the site. A fountain will also be constructed along with landscaping and irrigation.

2.3 The CITY/CRA hereby agrees to comply with all the terms, requirements, and conditions of this Agreement.

2.4 No Broward Redevelopment Program funds shall be used to clean up or remediate a contaminated site.

2.5 The CITY/CRA is responsible for implementing and conforming to the terms and conditions of this Agreement. The CITY/CRA shall provide to the COUNTY advance notice of all public meetings related to the Project. The CITY/CRA shall keep the COUNTY informed throughout the planning, design, and construction of the Project.

2.6 The CITY/CRA shall establish and maintain a separate account for funds received from the COUNTY pursuant to the Broward Redevelopment Program.

### **ARTICLE 3 - TERM OF AGREEMENT**

3.1 The effective date of this Agreement shall be the date of the last signature of the parties to the Agreement.

3.2 The termination date of this Agreement shall be August 31, 2019.

### **ARTICLE 4 - PAYMENTS/OBLIGATIONS**

4.1 The total maximum financial grant of the COUNTY for the Project shall not exceed Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00). Landscaping and irrigation costs associated with the Project shall not exceed One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00), which is twenty percent (20%) of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), or the actual cost of the landscaping and irrigation, whichever is less.

4.2 No COUNTY disbursement shall be made until each milestone identified for the approved Project is achieved. The milestones for this Project are as follows:

- a. The first milestone shall be submittal by the CITY/CRA to the COUNTY of evidence of Project site control acceptable to the COUNTY, an executed construction contract, approved plans to commence the Project, and all required development and permit approvals to commence construction of the Project.

Upon approval by the COUNTY of the construction contract, the plans, and the development and permit approvals for the Project, a disbursement in the amount of One Hundred Eighty-three Thousand Three Hundred Thirty-three and 00/100 Dollars (\$183,333.00) shall be made to the CITY/CRA.

- b. The second milestone shall be at the completion of the Project, which shall be no later than three (3) years after the effective date of this Agreement. Completion will be deemed to have occurred when the CITY/CRA submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY/CRA shall provide verified actual costs satisfactorily demonstrated to have been expended by the CITY/CRA for completion of the Project, in the minimum amount of the initial disbursement of One Hundred Eighty-three Thousand Three Hundred Thirty-three and 00/100 Dollars (\$183,333.00), and in an amount not to exceed Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00). Upon satisfactory review and approval of all required documentation from the CITY/CRA, the COUNTY shall pay the CITY/CRA an amount not to exceed Three Hundred Sixty-six Thousand Six Hundred Sixty-seven and 00/100 Dollars (\$366,667.00), the balance on the total contract amount after the initial disbursement.

- c. The CITY/CRA agrees that all COUNTY funds disbursed to the CITY/CRA for the Project shall be returned to the COUNTY if the Project is not completed and operational within three (3) years after the effective date of this Agreement.

4.3 At a minimum, documentation required for the COUNTY's payment shall include:

- a. A signed letter from the Mayor or CITY/CRA Manager certifying completion of the milestone;
- b. As applicable, all contracts entered into in connection with the Project, detailing the scope of work and Project costs;
- c. For the second milestone, itemized actual costs with copies of supporting invoices; and
- d. For the second milestone, evidence of payment of Project costs by the CITY/CRA, which at a minimum will include copies of canceled checks or wire transfers.

4.4 All documentation is subject to the COUNTY's review and approval prior to payment. The documentation shall be submitted in electronic format acceptable to the COUNTY. The COUNTY may require that the CITY/CRA furnish such additional materials and

information as the COUNTY believes relevant to support the request for payment. Funds shall be processed for disbursement within thirty (30) days after completion of the COUNTY's review and approval of the complete documentation.

## **ARTICLE 5 - REPORTING REQUIREMENTS**

In addition to the reporting requirements listed in Sections 163.356, 163.362, and 163.387, Florida Statutes, which are due by March 31 of each year, the CITY/CRA shall submit to the COUNTY on the anniversary date of the effective date of this Agreement, a detailed Annual Report of the progress made in carrying out the Project. This Annual Report shall include the Project development schedule, showing updates as appropriate, and a critical path timeline as to overall redevelopment within the declared redevelopment area. Additionally, the Annual Report shall include time frames and benchmarks including, but not limited to, accounting of COUNTY funding, enhancements to the tax base, any leverage of private or public funds, costs and revenues, growth in new business, number of jobs created and maintained, removal of blighting conditions, reduction in code violations, improvements to infrastructure, and ongoing benefits to the broader community. Financial information must include both expenditures for the current fiscal year and cumulative financial information for the Project. Also, a detailed six (6) month Progress Report shall be delivered to the COUNTY every six (6) months after the effective date herein, except that the second Progress Report may be combined with the Annual Report. Each Progress Report shall contain Project performance information to include descriptions of the implementation activities undertaken, the achievement of milestones and benchmarks, the compliance with the established development schedule/time frames, the actual costs/expenditures, and the number of jobs created and maintained. The Annual Report and Progress Reports shall contain sufficient information for the COUNTY to determine if the Project conforms to this Agreement and the Broward Redevelopment Program, and shall be in a format acceptable to the COUNTY.

## **ARTICLE 6 - TERMINATION**

6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in a written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare, or upon request of the CITY/CRA. If the COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Agreement may be terminated for cause for reasons including, but not limited to, the CITY/CRA's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the CITY/CRA is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY/CRA provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for cause, the CITY/CRA shall return all sums paid by the COUNTY under the Agreement through the termination date specified in the written notice of termination.

6.4 In the event this Agreement is terminated for convenience to protect the public health, safety, or welfare, the CITY/CRA shall be paid for all work executed and actual expenses incurred prior to termination, including commitments which had become firm prior to the termination. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by the CITY/CRA. The CITY/CRA acknowledges that it has received good, valuable, and sufficient consideration from the COUNTY, the receipt and adequacy of which are hereby acknowledged by the CITY/CRA, for the COUNTY's right to terminate this Agreement for convenience.

#### **ARTICLE 7 - MISCELLANEOUS PROVISIONS**

7.1 The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.2 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Pursuant to Section 768.28, Florida Statutes, CITY/CRA shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.3 The CITY/CRA is an entity subject to Section 768.28, Florida Statutes, and shall furnish the COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

7.4 The COUNTY shall have the right to audit the books, records, and accounts of the CITY/CRA and its subcontractors that are related to this Project. The CITY/CRA and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of the CITY/CRA and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the CITY/CRA or its subcontractors, as applicable, shall make same available at no cost to the COUNTY in written form.

The CITY/CRA and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the COUNTY to be applicable to the CITY/CRA and its subcontractors' records, the CITY/CRA and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the CITY/CRA or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY's disallowance and recovery of any payment upon such entry. The CITY/CRA shall ensure that the requirements of this Section 7.4 are included in all agreements with its subcontractors.

7.5 This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matter contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or incorporated into this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

7.6 The respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other party.

7.7 If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall

promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

7.8 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, electronically or facsimile, evidenced by a delivery receipt, or by an overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

For the COUNTY: Director, Housing Finance and Community  
Redevelopment Division  
110 N.E. 3<sup>rd</sup> Street  
Fort Lauderdale, Florida 33301

With a copy to: Broward County Attorney's Office  
Suite 423, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR THE CITY: City Manager  
City of Oakland Park  
3650 N.E. 12<sup>th</sup> Avenue  
Oakland Park, FL 33334

With a copy to: City Clerk  
City of Oakland Park  
3650 N.E. 12<sup>th</sup> Avenue  
Oakland Park, FL 33334

For the CRA: Community and Economic Development Director  
City of Oakland Park  
3650 N.E. 12<sup>th</sup> Avenue  
Oakland Park, FL 33334

7.9 The parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and

executed with the same formality and of equal dignity herewith or other delegated authority to or otherwise authorized to execute same on their behalf.

7.10 Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.11 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

7.12 In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the CITY/CRA or the COUNTY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after notice of the court's final determination. For the purposes of this section, final shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the parties agree to cooperate fully with each other to effectuate a smooth transition of services.

7.13 The COUNTY and the CITY/CRA are each an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of said party. In providing such services, neither the CITY/CRA nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. The COUNTY does not extend to the CITY/CRA or its agents any authority of any kind to bind the COUNTY in any respect whatsoever.

7.14 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE CITY/CRA AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

7.15 The truth and accuracy of each "Whereas" clause set forth above are acknowledged by the parties and each clause is hereby incorporated into this Agreement.

7.16 This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

7.17 Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

7.18 Neither the CITY/CRA nor the COUNTY intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.19 Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 17th day of September 2015; the CITY OF OAKLAND PARK, signing by and through its Mayor, duly authorized to execute same; and the Oakland Park Community Redevelopment Agency.

COUNTY

ATTEST:

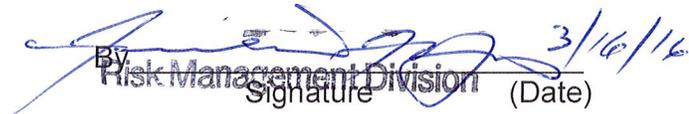
  
\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By   
\_\_\_\_\_  
Mayor  
24<sup>th</sup> day of March, 2015<sup>16</sup>

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  3/16/16  
\_\_\_\_\_  
Risk Management Division (Date)  
Signature  
Jacqueline A. Binns

By  3/17/16  
\_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

~~Risk Insurance and~~  
\_\_\_\_\_  
Print Name and Title above  
Contracts Manager

MA/  
01/11/16  
#15-129  
BRPOaklandCityCRA-a01



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF OAKLAND  
PARK/OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY

CITY OF OAKLAND PARK

ATTEST:

  
\_\_\_\_\_  
Renee M. Sheat CITY Clerk

CITY OF OAKLAND PARK

By:   
\_\_\_\_\_  
Tim Lonergan Mayor

3 day of March 2016.

Approved as to form:

By:   
\_\_\_\_\_  
DJ Doody CITY Attorney

2nd day of March 2016

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF OAKLAND  
PARK/OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

OAKLAND PARK COMMUNITY  
REDEVELOPMENT AGENCY

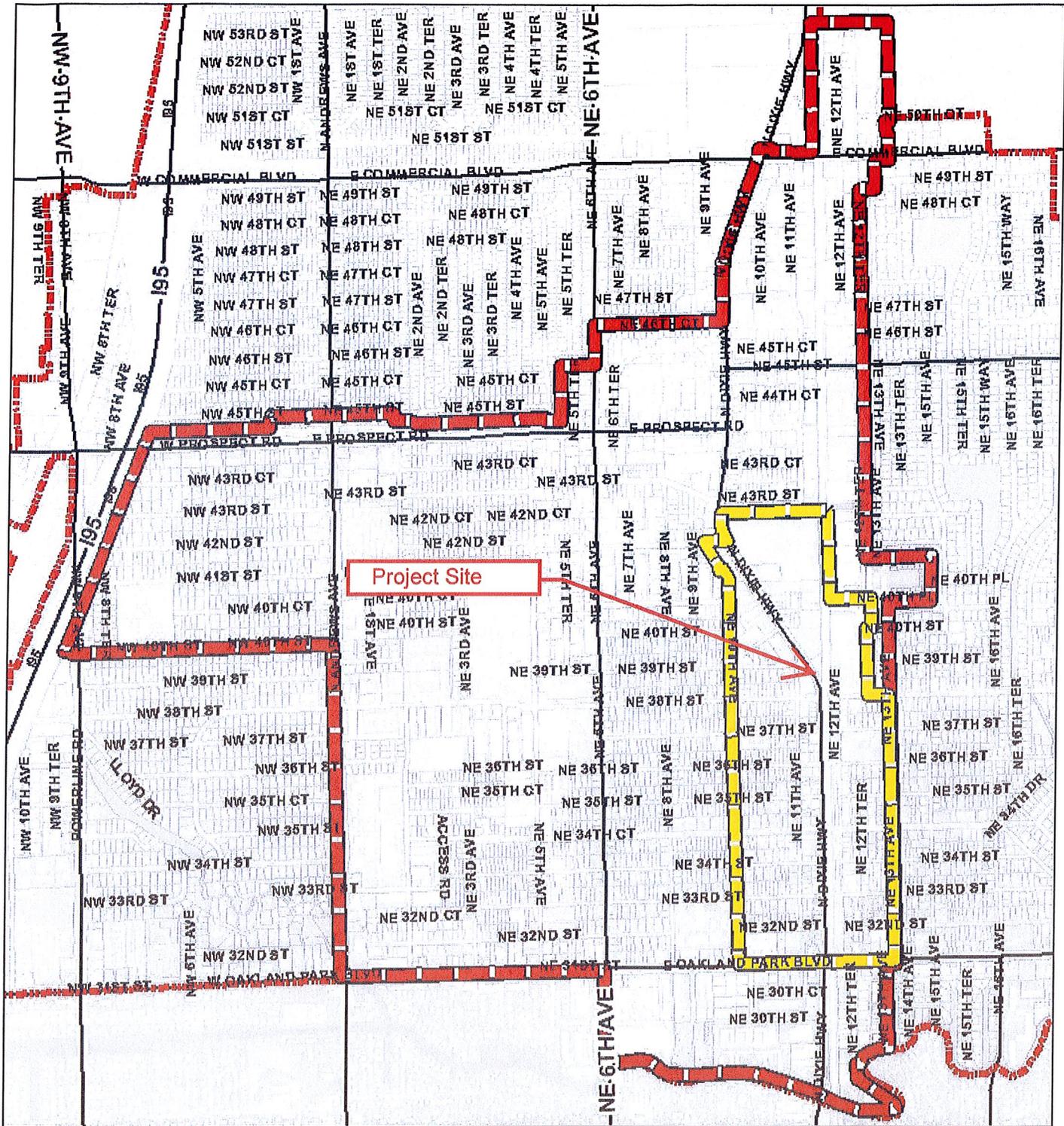
S. LeBlanc  
Mickie Green

By David Robert, Executive Director  
3rd day of March, 2016

**EXHIBIT "A"**  
**Redevelopment Area**

REDEVELOPMENT AREA

EXHIBIT A



Project Site



0 350700 1,400 2,100 2,800 Feet

1 in = 1,312 ft

Legend

-  LAC\_Bnd
-  CRA\_Poly



CRA and LAC Map

REDEVELOPMENT AREA

# Project Site



**FIRST AMENDMENT**  
**to**  
**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**BROWARD COUNTY**  
**and**  
**CITY OF OAKLAND PARK/OAKLAND PARK**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**for**  
**JACO PASTORIUS PARK**

This is a First Amendment to that certain Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and

CITY OF OAKLAND PARK, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY," and OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, hereinafter referred to as "CRA," and its/their successors, hereinafter CITY and CRA shall collectively be referred to as "CITY/CRA."

WHEREAS, COUNTY and CITY/CRA entered into an Interlocal Agreement which was executed by COUNTY on March 24, 2016, providing Broward Redevelopment Program funding to CITY/CRA in the amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) for a downtown connector to Jaco Pastorius Park within CITY/CRA, including a paver plaza, decorative bollards and fencing, multiple columns to highlight the site, and construction of a fountain with landscaping and irrigation ("Interlocal Agreement"); and

WHEREAS, on May 10, 2016, COUNTY approved a request from CITY/CRA to reallocate One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in FY 13 Broward Redevelopment Program funding from the Oakland Park – Central Market in Oakland Station interior build-out project to the Jaco Pastorius Park project; and

WHEREAS, the parties are desirous of amending the Interlocal Agreement to provide for the reallocation of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in FY 13 Broward Redevelopment Program funding for components as

described in the Interlocal Agreement for the Jaco Pastorius Park project, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

1. The above recitals and representations set forth above in the "WHEREAS" clauses of this First Amendment to Agreement are true and correct and are incorporated herein by reference.

2. Sections 4.1 and 4.2 of Article 4, "Payments/Obligations," are hereby amended to read as follows:

4.1 The total maximum financial grant of the COUNTY for the Project shall not exceed ~~Five~~ Seven Hundred Fifty Thousand and 00/100 Dollars (~~\$550,000.00~~ 700,000.00). Landscaping and irrigation costs associated with the Project shall not exceed One Hundred ~~Ten~~ Forty Thousand and 00/100 Dollars (~~\$110,000.00~~ 140,000.00), which is twenty percent (20%) of ~~Five~~ Seven Hundred Fifty Thousand and 00/100 Dollars (~~\$550,000.00~~ 700,000.00), or the actual cost of the landscaping and irrigation, whichever is less.

4.2 No COUNTY disbursement shall be made until each milestone identified for the approved Project is achieved. The milestones for this Project are as follows:

- a. The first milestone shall be submittal by the CITY/CRA to the COUNTY of evidence of Project site control acceptable to the COUNTY, an executed construction contract, approved plans to commence the Project, and all required development and permit approvals to commence construction of the Project.

Upon approval by the COUNTY of the construction contract, the plans, and the development and permit approvals for the Project, a disbursement in the amount of ~~One~~ Two Hundred ~~Eighty-three~~ Thirty-three Thousand Three Hundred Thirty-three and 00/100 Dollars (~~\$183,333.00~~ 233,333.00) shall be made to the CITY/CRA.

- b. The second milestone shall be at the completion of the Project, which shall be no later than three (3) years after the effective date of this Agreement. Completion will be deemed to have occurred when the CITY/CRA submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY/CRA shall provide verified actual costs satisfactorily demonstrated to have been expended by the CITY/CRA for completion of the Project, in the minimum amount of the initial disbursement of ~~One~~ Two ~~Eighty-three~~ Thirty-three Thousand Three Hundred Thirty-three and 00/100 Dollars (~~\$183,333.00~~ 233,333.00), and in an amount not to exceed Five Seven ~~Hundred Fifty~~ Thousand and 00/100 Dollars (~~\$550,000.00~~ 700,000.00). Upon satisfactory review and approval of all required documentation from the CITY/CRA, the COUNTY shall pay the CITY/CRA an amount not to exceed ~~Three~~ Four ~~Sixty-six~~ Sixty-six Thousand Six Hundred Sixty-seven and 00/100 Dollars (~~\$366,667.00~~ 466,667.00), the balance on the total contract amount after the initial disbursement.

- c. The CITY/CRA agrees that all COUNTY funds disbursed to the CITY/CRA for the Project shall be returned to the COUNTY if the Project is not completed and operational within three (3) years after the effective date of this Agreement.

3. Except as amended herein, all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

4. This First Amendment shall become effective upon execution by all Parties.

5. This amendment shall be recorded in the public records of Broward County, Florida, in accordance with the Florida Interlocal Cooperation Act of 1969.

6. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Interlocal Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of May, 2016; the CITY OF OAKLAND PARK, signing by and through its \_\_\_\_\_, duly authorized to execute same; and the Oakland Park Community Redevelopment Agency.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY  
AND CITY OF OAKLAND PARK/OAKLAND PARK COMMUNITY REDEVELOPMENT  
AGENCY FOR JACO PASTORIUS PARK

CITY OF OAKLAND PARK

ATTEST:

CITY OF OAKLAND PARK

\_\_\_\_\_  
CITY Clerk

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

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Approved as to form:

By: \_\_\_\_\_  
CITY Attorney

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY  
AND CITY OF OAKLAND PARK/OAKLAND PARK COMMUNITY REDEVELOPMENT  
AGENCY FOR JACO PASTORIUS PARK

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

OAKLAND PARK COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

MA/  
6/3/16  
BRPOaklandCityCRA-a02  
#16-129

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

**AGENDA ITEM NO.**

MEETING DATE: 8/3/2016

**PREPARED BY:**

**DEPARTMENT HEAD**

CRA

**APPROVAL:**

**SUBJECT:**

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

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

**AGENDA ITEM NO. 8A.**

MEETING DATE: 8/3/2016

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

**SUBJECT:** Public Art Report

**1. BACKGROUND/HISTORY**

The Arts and Culture Board held their first meeting in November 2014. One of the responsibilities of the Board is:

“Administration and development of the Oakland Park Public Art Program including but not limited to the creation of guidelines for the commissioning of public art, criteria for artwork selection, and amendments thereto.”

The Board has been reviewing other municipal Public Art Master Plans and programs in an effort to create the aforementioned guidelines.

City staff along with the Board considered and recommends a plan to enhance the City by wrapping utility boxes as well as efforts to encourage new installations at the Art Park.

**2. CURRENT ACTIVITY**

The Board discussed various themes and decided native flora would be desirable due to the City’s beautification efforts. The Call will be for original artwork of native flora. Subsequent Calls can be for native fauna, Historical Oakland Park history and America the Beautiful. A Call to Artists has been prepared.

The Call will be released within the next few weeks to tri County artists and the submissions would be due in September for review by the Arts and Culture Board. The Utility Box Wrap Project has funding in the FY16 budget.

The approximate cost of each wrap is \$400 for the artist design and \$1,000 for fabrication and installation of the wrap.

Staff has compiled information on the process to obtain permission from Broward County and Florida Department of Transportation to wrap their boxes. There are approximately 54 boxes in the City. Once the designs have been approved the applications will be submitted to the appropriate agency.

The Board is also reviewing a Call To Artist for a second installation at the Art Park. The Art Park space was designed for temporary sculpture installations. The Call to Artist for the Art Park Installation is scheduled to be released in October.

**3. FINANCIAL IMPACT**

\$25,000 is budgeted in the current CRA Budget for the 1<sup>st</sup> Utility Box Wrap Installation. If these funds are not expended they will be rolled over to FY17. Funds of \$15,000 are also included in the Recommended FY17 Budget for future public art projects.

**4. RECOMMENDATION**

**ATTACHMENTS:**

Call to Artist

## CALL TO ARTISTS:

NAME: Utility Box Wraps  
LOCATION: Various locations in Oakland Park, FL  
DUE DATE OF APPLICATION: August 15, 2016  
TOTAL BUDGET: TBD  
DESCRIPTION: The City of Oakland Park Public Art Program will install up to nine sculptures to be exhibited at the Art Park on a temporary basis.

### ARTWORK DESCRIPTION, SCHEDULE AND BUDGET

#### Public Art Project Description

The City of Oakland is looking for artists to create designs to be digitized and printed on vinyl wraps for approximately 54 utility boxes located throughout Oakland Park. The ongoing project enhances the public realm by adding local artists' work to surfaces that had often been targeted by vandalism. The City is requesting original designs of local flora for the 1<sup>st</sup> installation.

#### Qualities of Artwork

The artwork must be a realistic depiction of Florida native flora. The design must be colorful, cover the proposed area (not a lot of white space) and able to be distinguished from a distance. The design must be able to be scaled to different size boxes

The boxes belong to Broward County and the Florida Department of Transportation and they have specific restrictions on design:

Designs that promote or encourage the use of the following shall be prohibited:

**Tobacco:** Designs associated with or which may be associated with cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.

**Alcohol:** Designs associated with or which may be associated with alcoholic beverages including, but not limited to, beer, wine, and distilled spirits. When a special event permit has been obtained that permits the sale of beer, wine or liquor, signage to identify the vendor(s) location(s) and product(s) is permitted.

**Human Reproduction/Sexuality Products and Services:** Designs associated with or which may be associated with products or services related to human reproduction, sexuality, or sexual stimulation, including but not limited to contraceptive products or services, other products or services related to sexual hygiene and counseling with regard to pregnancy, abortion, or other sexual matters or entertainment directed to sexual stimulation.

**Demeaning or disparaging words:** Designs containing words that demean or disparage an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, gender identity or expression, pregnancy, age, disability, ethnicity, or sexual orientation.

**Profanity:** Designs containing profane language.

Firearms: Designs containing an image or depiction of a firearm.

Violence: Designs containing an image or description of graphic violence or the depiction of weapons or other implements or devices associated with an act(s) of violence or harm to a person or animal.

Unlawful goods or services: Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal goods or services.

Unlawful conduct: Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal behavior or activities.

Obscenity or Nudity: Designs which contain obscene material or imply or appear to imply, or promote or appear to promote nudity. For purposes of these guidelines, the terms “obscene” and “nudity” shall have the meanings contained in Florida Statutes, as may be amended from time to time.

Endorsement: Designs which imply or declare an endorsement by a County agency or the Board without the prior written authorization of the Board.

“Adult”-oriented goods or services: Designs which promote or encourage, or appear to promote or encourage, adult book stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.

Potential Danger: Designs which contain the word “stop,” “drive,” “danger” or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.

#### **Artist Requirements Once Selected**

- Artist must provide digitized format for printing and reproduction.

#### **Anticipated Art Project Schedule**

- Artist Applications Due: August 30, 2016
- Artist Selection: September 15, 2016
- Artwork Installation: October 2016

#### **Temporary Installation Stipend**

The public art program will pay \$400 for each original artwork selected through the program.

#### **Artist Eligibility**

The project is open to any professional visual artist with experience implementing their ideas and work in the public realm. *Artist* or *Professional Artist* means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of a person’s status as a professional artist include, but are not limited to, income realized through the sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.

Artists must reside in the Tri-County area; Miami Dade, Broward and Palm Beach.

Artists are NOT eligible if they are immediate family or business partners of members of the Art and Culture Board or program staff.

### **Application Process**

The application process is managed by the City of Oakland Park. The Oakland Park Arts and Culture Board serves as the selection committee.

### **Selection Criteria**

The Oakland Park Art and Culture Board shall consider the following issues:

1. Appropriateness of the artwork to the goals of the City;
2. Appropriateness of the artwork to the site and site environmental conditions;
3. Experience and other qualifications of the artist;
4. Quality of the artwork;

### **Application Requirements**

The information and documentation below must be emailed and arrive at the City of Oakland Park before the stated deadline,

1. Cover Letter: A cover letter listing experience with similar or related projects (PDF)
2. Resume. A current professional resume (PDF)
3. Images of proposed Artwork submitted as .jpeg digital images either emailed or provided on digital format. The images should be the works available for purchase.
  - a. Digital Specifications: Each image must be labeled artistlastname\_firstinitial\_imagenumber.jpg. (Use "01" for imagenumber "1", "calder\_a\_01", "calder\_a\_02", etc).
4. **Applications will not be returned.**

### **Deadline: Postmarked, Hand Delivered or Emailed by**

Hand Delivered: 5:00 PM, August 30, 2016

Postmarked: Any time before August 30, 2016

Email: 5:00PM, August 30, 2016. The City will utilize the time and date stamp of the City's email system. No contesting arrival time. Recommend sending a minimum of one day early for confirmation. Total attachment should be less than 10 MB. Send only one email to kathleenm@oaklandparkfl.gov.

### **CD Send or Deliver to:**

Kathleen Margoless, Art and Culture Board Staff Liaison  
City of Oakland Park  
3650 N.E. 12<sup>th</sup> Avenue  
Oakland Park, FL 33334

### **Questions:**

Contact: Kathleen Margoless  
Phone: (954) 630-4240

E-mail: [kathleenm@oaklandparkfl.gov](mailto:kathleenm@oaklandparkfl.gov)

Website for City of Oakland Park: [www.oaklandparkfl.gov](http://www.oaklandparkfl.gov)

**Other Selection Issues**

1. Florida “Sunshine Laws”: All meetings of the Committee are open to the public, are publicly advertised and are documented through written minutes.
2. Conflict of Interests: Artists with immediate family or business partners on the selection committee are not eligible to apply. A selection committee member may choose to withdraw from discussion and voting for any apparent conflict of interest.
3. Public Art Committee Contacts: Artist applicants should not contact Arts and Culture Board members between the release of the Call to Artists and the completion of the selection process. Contact the City of Oakland Park for all questions and information.

**Art and Culture Board Members**

Randy Corinthian, Hayley Pedersen, Michael Miles, Barbara Ruge, Allison Atkinson, George Wulin, Dahlia Perryman.

**Public Art Program Staff**

Kathleen Margoles, Staff Liaison

Neysa Herrera, Secretary

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

**AGENDA ITEM NO. 8B.**

MEETING DATE: 8/3/2016

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

**SUBJECT:** FRDAP Unique Abilities Grant

**1. BACKGROUND/HISTORY**

The City of Oakland Park will be submitting three (3) grant applications for funding through the newly created Florida Recreational Development Assistance Program (FRDAP) Unique Abilities program. The City will apply for \$500,000 for the Grand Plaza at Jaco Pastorius Park. In addition a \$500,000 grant request will be made for a new Splash Pad facility at Collins/Wimberley Park. The third application will be for new construction at the Royal Palm Natural Area. The deadline for the application to be submitted to FDEP is August 17<sup>th</sup>. As part of the application requirements, the City will also be hosting individual “sole purpose meetings” for each of the applications. The details on these meetings will be provided in the City’s website once scheduled.

The 2016 Florida Legislature created this new grant program to fund initiatives for recreation focusing on facilities for people with disabilities. DEP will be required to craft the new program, develop a rule and enact the rule, commence a submission cycle and review applications, all with an impending deadline of December 31, 2016. The new program will fund up to \$500,000 in grant funds for these initiatives which can include any recreational facility that enhances access for disabled or unique ability users. The program also allows for eligible costs to be reimbursed from May 2016 through December 2019.

**2. CURRENT ACTIVITY**

**3. FINANCIAL IMPACT**

**4. RECOMMENDATION**