



Lake Park Town Commission, Florida
Special Called Community Redevelopment Agency
Meeting Agenda

Wednesday, July 16, 2025 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud	—	Chair
Michael Hensley	—	Vice-Chair
John Linden	—	Agency Member
Michael O'Rourke	—	Agency Member
Judith Thomas	—	Agency Member
Vacant	—	Agency Member
Vacant	—	Agency Member
Richard J. Reade	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

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

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT: NONE

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

CONSENT AGENDA:

1. Community Redevelopment Agency (CRA) Special Called Meeting Minutes - June 4, 2025.
2. Resolution 33-07-25 - Redevelopment Grant Agreement – 2nd Amendment - Liberty Square - 796 10th Street.
3. Resolution 34-07-25 - Professional Real Estate Brokerage Services Agreement - Cushman & Wakefield US, Inc.
4. Resolution 35-07-25 - To Approve a Contract with RMA Real Estate, LLC for Professional Real Estate Brokerage Services.
5. Resolution 36-07-25 - Professional Real Estate Brokerage Services Agreement - Colliers International Florida, LLC.

NEW BUSINESS:

6. Discussion (Continued) - Requested Sale of Lake Park CRA Property - 800 Park Avenue.

NEW BUSINESS:

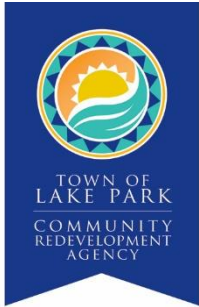
7. Resolution 37-07-25 - Paint, Plant and Pave Residential Incentive Program Grant - Ms. Allyson Walters - 811 Bayberry Drive - \$10,000.

CRA ADMINISTRATOR/EXECUTIVE DIRECTOR/BOARD MEMBER COMMENTS:

AGENCY MEMBER REQUESTS:

ADJOURNMENT:

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on September 3, 2025.



Town of Lake Park Community Redevelopment Agency (CRA)

Agenda Request Form

Meeting Date: July 16, 2025 Special Call CRA Meeting

Originating Department: Clerk

Agenda Title: Community Redevelopment Agency (CRA) Special Called Meeting Minutes - June 4, 2025

Approved by Town Manager: _____ **Date:** _____

Cost of Item: \$0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: NA **Newspaper:** _____

Attachments: Exhibits A-E, Minutes

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Recommended Motion:

I move to approve the Community Redevelopment Agency (CRA) Special Called Meeting Minutes from June 4, 2025.



Lake Park Town Commission, Florida

Community Redevelopment Agency Meeting Minutes

Wednesday, June 04, 2025 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud	—	Chair
Michael Hensley	—	Vice-Chair
John Linden	—	Agency Member
Michael O'Rourke	—	Agency Member
Judith Thomas	—	Agency Member
Vacant	—	Agency Member
Vacant	—	Agency Member
Richard J. Reade	—	Executive Director
Brett Lashley	—	Agency Attorney
Laura Weidgans	—	Deputy Agency Clerk

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

CALL TO ORDER/ROLL CALL

6:34 pm

PRESENT

Chair Roger Michaud

Vice-Chair Michael Hensley

Board Member John Linden

Board Member Michael O'Rourke

ABSENT

Board Member Judith Thomas

PLEDGE OF ALLEGIANCE

The Pledge was led by Chair Michaud.

APPROVAL OF AGENDA:

Motion to approve the agenda with no changes made by Board Member Linden, Seconded by Board Member O'Rourke. Voting Aye: All

SPECIAL PRESENTATION/REPORT:

1. Discussion - Requested Sale of Lake Park CRA Property - 800 Park Avenue.

Community Redevelopment Agency (CRA) Administrator Allison Justice explained the item (Exhibit A).

Chair Michaud asked about the \$293,000 from 2009 that was paid off which at the time restricted the use of the building, but now the building is free for any type of use. CRA Administrator Justice confirmed this to be correct. Chair Michaud also asked about the recreations staff that would be moving into one of the pavilions in Kelsey Park. CRA Administrator Justice advised that they would be moving into the Pro Shop and there would be costs associated with that to add a bathroom in the amount of 6,000 - \$8,000 with completion in several months. Chair Michaud stated that having someone there in the park would be beneficial. CRA Administrator Justice added that she and her remaining staff would need to find another location either through rental or purchase.

Board Member Linden stated he is not completely sold on the idea of getting rid of the 800 building. He asked what would happen with the proceeds from the sale. CRA Administrator Justice stated that the funds would go back into CRA revenues for a project or for rent or purchase of another facility within the CRA area. Executive Director Reade stated that the sale of the property would be contingent upon having a space for staff to move into. Vice Chair Hensley would also like to ensure staff has a place to go before selling the property. Executive Director Reade stated that they anticipate being able to find a place for staff prior to the sale of the property and if not, they can always be temporarily housed in the Mirror Ballroom until a suitable location is secured. Board Member Linden stated he would prefer to have a location secured before selling the property. He also stated that he prefers purchasing a new property instead of renting due to current rental market fluctuations. Board Member Linden asked if there was a potential buyer for the 800 building. CRA Administrator Justice stated that they had received an unsolicited offer. Board Member O'Rourke stated he does not understand why we need to sell the property. He feels that altering the building to suit the needs of CRA staff would be a better choice and he will not approve the sale. CRA Administrator Justice stated

that using the building as an office space is not the highest and best use of the space. The sale of the property would contribute towards redevelopment of the downtown and the CRA. The Board agreed that they would like to consider the purchase of a new location as opposed to renting and they would like see potential options for this property before they commit to selling the 800 building. Vice Chair Hensley added that he does not want to create a tax burden on the residents due to the relocation. CRA Administrator Justice confirmed it would not create a tax burden.

2. Presentation – “Zero Empty Spaces” Program

Zero Empty Spaces representative, Mr. Evan Snow, provided a presentation (Exhibit B).

Board Member Linden stated he is familiar with Zero Empty Spaces and feels that it would drive traffic in the downtown area. Mr. Snow stated they are considering the use of Kelsey Theater. Board Member Linden stated that Kelsey Theater would be an ideal location. Vice Chair Hensley also believes that having Zero Empty Spaces in Town would drive traffic. Mr. Snow stated he would like the Board to keep them on their radar as a potential resource. Chair Michaud thanked Mr. Snow for his presentation.

PUBLIC COMMENT: NONE

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

CONSENT AGENDA:

3. Special Called Lake Park Community Redevelopment Agency (CRA) Meeting Minutes - March 19, 2025

Motion to approve the consent agenda made by Board Member O'Rourke, Seconded by Board Member Linden.

Voting Yea: Chair Michaud, Vice Chair Hensley, Board Member Linden, Board Member O'Rourke.

NEW BUSINESS:

4. Request for Qualifications (RFQ) Selection - Design Consultant Recommendations - Bert Bostrom Park Master Plan.

CRA Administrator Justice provided a summary (Exhibit C).

Board Member Linden voiced concerns about the operating costs involved. CRA

Administrator Justice stated the phase one would include the exploration of funding sources.

Executive Director Reade stated that operation costs will be reduced by the utilization of current staff.

Motion to approve made by Board Member O'Rourke, Seconded by Vice Chair Hensley.

Voting Yea: Chair Michaud, Vice Chair Hensley, Board Member Linden, Board Member O'Rourke.

Mr. Steve Boruff, principle architect from Wannamaker Jenson Architects introduced himself to the Board. He stated that they are very excited to work on this project and spoke about other projects they completed in the area over the years.

5. Resolution 29-06-25 - Facade and Exterior Improvement Grant – Ms. Julie Thatch - 826 Park Avenue - \$50,000

CRA Administrator Justice provided a presentation and explained the item (Exhibit D). Chair Michaud asked if the other businesses in the same building were interested in making similar improvements. CRA Administrator Justice stated that although she has offered them the grants as well, they were not interested. Board Member Linden asked if it is a forgivable grant. CRA Administrator Justice stated that it is forgivable and there is a personal guarantee along with holding a mortgage since Ms. Thatch owns the property. She also cannot sell the property within 2 years. Vice Chair Hensley asked what the time-line for completion of the work would be. CRA Administrator Justice stated there is a requirement within the grant agreement that they must begin work within six months and there are additional time-line requirements after that as well.

Motion to approve Resolution 29-06-25 to award façade and exterior grant to Ms. Julie Thatch to improve 826 Park Avenue in the amount of \$50,000.00 made by Vice Chair Hensley, Seconded by Board Member Linden. Voting Yea: Chair Michaud, Vice Chair Hensley, Board Member Linden, Board Member O'Rourke

6. Resolution 30-06-25 - Commercial Interior Buildout Grant - Commercial Interior Buildout Grant – Mr. Hugo Centeno (Hugo's Gourmet Catering, Inc.) - 706 – AB 10th Street - \$50,000
CRA Administrator Justice provided a presentation and explained the item (Exhibit E).

Mr. Centeno provided a summary of his extensive culinary career and his plans in Town. Board Member Linden asked what safeguards are in place to guarantee then Town's money. CRA Administrator Justice advised there is a personal guarantee in place and he cannot leave within two years. Board Member Linden asked why the owner of the building is not a part of the guarantee. CRA Administrator Justice stated that the owner does need to sign off on the agreement but the Town does not currently have any agreement in place with the owner. She went on to say that they have chosen to accept the risk in order to attract businesses to the downtown area. She stated that they can explore other types of guarantees moving forward. Mr. Centeno answered questions from the Board about types of food being offered, hours, etc. Motion to approve Resolution 30-06-25 made by Board Member O'Rourke, Seconded by Board Member Linden. Voting Yea: Chair Michaud, Vice Chair Hensley, Board Member Linden, Board Member O'Rourke

CRA ADMINISTRATOR/EXECUTIVE DIRECTOR/BOARD MEMBER COMMENTS:

-CRA Administrator Justice announced the following; she provided an update on 801 Park Avenue and that they met with the leasing agent who is working on filling the spaces. She announced that Local Gastropub has closed and the owners are unsure how they will be moving forward. Culinary Crossroads had a great grand opening weekend. FRA awards are due this week and they will be submitting for Culinary Crossroads. FRA Academy classes are in October. They are working on filling the CRA Marketing position.

-Executive Director Reade stated that he appreciated the presentation from Zero Empty Spaces and he is excited because of the art component and for artists and visitors spending money in Town.

Board Member Linden had no comments.

Board Member O'Rourke had no comments.

Vice Chair Hensley had no comments.

Chair Michaud had no comments.

AGENCY MEMBER REQUESTS: NONE

ADJOURNMENT:

Motion to adjourn made by Board Member O'Rourke, Seconded by Vice Chair Hensley.

Voting Yea: Chair Michaud, Vice-Chair Hensley, Board Member Linden, Board Member O'Rourke
Meeting adjourned 7:57pm.

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on September 3, 2025.

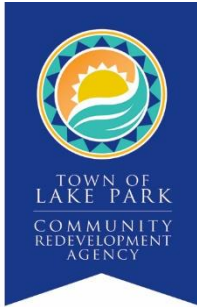
Chair, Roger D. Michaud

Agency Clerk, Vivian Mendez, MMC

Deputy Agency Clerk, Laura Weidgans

Town Seal

Approved on this _____ of _____, 2025



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 4, 2025
Originating Department: CRA
Agenda Title: Discussion - Requested Sale of Lake Park CRA Property - 800 Park Avenue

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: _____

Please initial one:

_____ Yes I have notified everyone
 AJ _____ Not applicable in this case

Summary Explanation/Background:

On February 14, 2025, the Lake Park CRA received an unsolicited proposal for the purchase of 800 Park Avenue. Subsequently, the CRA Board, sitting as the Town Commission directed staff to look into the logistics of considering a proposal to sell the 800 Park Avenue building as it houses several Town and CRA offices as well as equipment, activities and programs.

As a result, staff has reviewed the effect on current services and options should the property be sold. If the CRA Board determines that it is in the best interest to sell/dispose of the property to support new economic development within the downtown area, the Town would be required to issue a Notice to Dispose of property in accordance with state law to ensure that other potential purchasers/proposals are able to be received and considered.

History of the Property:

Location: 800 Park Avenue
 Purchased: July 7, 2009 - \$293,000
 Owner: Lake Park CRA
 Appraisals: Appraisal #1 - \$575,000
 Appraisal #2 - \$600,000

Current Uses:

- CRA Office (2 Staff)
- Town Recreation Staff [One (1) Recreation Supervisor]
- Video Equipment
- Palm Beach County Fiber Optic Service
- Town of Lake Park Summer Camp – 8 weeks (from June to August each summer - Camp can only hold 20 students and 4 camp counselors)

Constraints for current uses:

- Limited office space and limited or no privacy for offices or conference space
- Summer Camp requires the displacement of CRA Staff for the term of camp (8 weeks)
- Planned addition of new CRA Staff (funded within FY 2025 Budget) does not maintain a current office location and may be required to work in a separate location from the CRA Administrator
- Limited spacing does not enable Town and/or CRA to expand services and/or activities to support/improve quality of life within community (i.e., summer camp, recreation classes, CRA business trainings, etc.)
- The current office use and recreational activity-type center may not be the highest and best use for a property directly on Park Avenue – May not align with the goals within the Lake Park CRA Plan

Thus, the CRA staff worked with Town staff to assess the CRA's and the Town's options should a determination be made to sell the CRA Building located at 800 Park Avenue:

1. Which Town and CRA staff would need to be relocated and What type of building and/or space would be needed to support Town and CRA activities, programs and services?
2. What would happen to the Town's summer camp, recreation activities and programs, etc.?
3. What would need to be relocated/removed from the building?

Note: Should the CRA Board decide to not to sell/dispose of the 800 Park Avenue building, staff would recommend that various changes to the building and the current uses to ensure increased productivity and customer service to both our commercial and residential communities.

1. Which Town and CRA staff would need to be relocated and What type of building and/or space would be needed to support Town and CRA activities, programs and services?

Recreation Supervisor: The Recreation Supervisor may be relocated to the Pro Shop in Kelsey Park, which is currently used as a storage room for the soccer program (which will be moved back to Bert Bostrom Park in August 2025).

PROS: Moving to the Pro Shop would provide a more convenient location for the Recreation Supervisor to monitor the activities within the park, including the tennis and pickleball courts,

indoor pavilion, playground, fitness trail, future splash pad, as well as the public restrooms. In addition, it would give the Recreation Supervisor the opportunity to implement the youth, adult and senior programming are currently unable to be provided due to the current need to share office with the CRA staff.

CHALLENGES: The disadvantage of moving to the Pro Shop is that it would not have immediate/direct access to a restroom (restrooms are available onsite within Kelsey Park and the Evergreen House). However, there is available plumbing located near the ice machine that could be used to renovate the office and install an ADA compliant restroom, which could be utilized by the relocated Recreation Supervisor as well as election poll workers/volunteers, recreation program instructors and summer camp.

PROPOSED COST TO OVERCOME CHALLENGES: Construct ADA restroom - Approx. \$6,000 - \$8,000.

CRA Staff: The CRA would need to purchase or lease space to support CRA offices, activities and programs, which would include approx. 1,000 to 1,500 SF that would include a restroom, meeting area and office space that can be divided.

PROS: Provision of dedicated Lake Park CRA office space to promote and provide a professional environment focused solely on economic development, business development and residential growth within the CRA District

CHALLENGES: Identifying an ideal space within the CRA that would provide the needed space and amenities while also ensuring accessibility and promotion of the CRA

PROPOSED COST TO OVERCOME CHALLENGES: Current leasing rates within the Town's CRA District and/or PADD is approx. \$20-30 per SF. The proposed purchase of property would require an upfront cost (to be determined) and/or a loan. The values of vacant office space properties for sale will be dependent on the location, surrounding valuations/comparables, etc. However, the CRA would support either cost to overcome the proposed challenges with the funding from the sale of the 800 Park Avenue property as well as expected TIF revenues [provided that changes do not occur to state law and the use of funding and timing of funding by the state legislature (not expected this year)].

2. What would happen to the Town's summer camp, recreation activities and programs, etc.?

Option 1: Host Summer Camp within the Indoor Pavilion within Kelsey Park.

PROS: Would enable the Lake Park Summer Camp to continue to be held within a Town building until a future space (i.e., Community Center, etc.) is identified.

CHALLENGES: The proposed location would continue to limit the summer camp program to only twenty (20) campers and all would also limit the use of games, activities and equipment that are currently utilized within the Recreation Building (800 Park Avenue). Further, in order to be eligible to receive the 2026 Palm Beach County Summer Scholarship Program, the Town would be required to provide/add a private restroom and install a temporary closure for the back patio no later than January 1, 2026. Approximately 65% of the Town's campers are a part of the PBC

Scholarship Program, which makes up 80% of the summer camp's annual revenue.

PROPOSED COST TO OVERCOME CHALLENGES: To be determined (TBD) based on the cost to make bathroom and back patio improvements. If these improvements are not completed prior to the required Palm Beach County timeline, the Town would be required to make a choice to fund the lost revenues within the upcoming FY 2026 Budget to support those summer campers who would not be able to fund the cost to attend a local summer camp.

Option 2: Utilize budgeted summer camp funds to partner with Lake Park Elementary and host summer camp at Lake Park Elementary.

Note: Lake Park Elementary staff have notified the Town's Special Events Department that it is expected that the school will lose some of their summer camp funding and, by partnering with the Town, we both (together) would continue to serve our Lake Park community and residents.

Option 3: Utilize budgeted summer camp funding to host weekly sports camps (soccer, tennis, pickleball, basketball, etc.) within the renovated Bert Bostrom Park and Kelsey Park.

Option 4: Utilize budgeted summer camp funding to provide scholarships for Lake Park residents to attend other local summer camps.

PROS: (Options 2-4): Enables our Lake Park community and residents to continue to maintain the needed access to a local summer camp.

CHALLENGES: Eliminates the Town's eligibility within the Palm Beach County Summer Scholarship Program (i.e., lost annual revenues to support local camper registration costs, etc.) until a future space (i.e., Community Center, etc.) is identified.

PROPOSED COST TO OVERCOME CHALLENGES: The Town would be required to make a choice to fund the lost revenues within the upcoming FY 2026 Budget to support those summer campers who would not be able to fund the cost to attend a local summer camp.

3. What would need to be relocated/removed from the building?

PROS: Would enable the Town and CRA to sell the 800 Building to promote and provide a professional environment focused solely on economic development, business development and residential growth within the CRA District.

CHALLENGES: Currently, the 800 Park Avenue Building maintains fiber optic equipment from Palm Beach County to support internet connections within the building. This equipment would be required to be removed or capped off. Additionally, Town video surveillance equipment and other office-related furniture and equipment would need to be relocated.

PROPOSED COST TO OVERCOME CHALLENGES: To be determined (TBD) based on Town staff hours needed as well as additional costs to Palm Beach County.

Although there are challenges associated with the requested sale/disposal of the CRA's building located at 800 Park Avenue, there are also a number of important pros/benefits that would promote and provide a

professional environment focused solely on economic development, business development and residential growth within the CRA District.

Recommended Motion:

Discuss the various options for the Lake Park CRA building located at 800 Park Avenue and provide direction to staff on how to proceed with the recent request to purchase the building to support a new local business within to the Town's Downtown core.

Exhibit B



ABOUT US

At Zero Empty Spaces, we transform vacant commercial real estate into temporary working artist studios that serve as vibrant hubs for creativity and community engagement. Our innovative model provides affordable studio space for artists to create, collaborate, and sell their work, while also offering property owners a dynamic daily activation in otherwise unused spaces until a permanent tenant is secured.

By occupying these spaces on a temporary basis, we address the challenges of urban blight and retail and vacancies, breathing new life into underutilized properties and fostering artistic expression. This approach not only revitalizes neighborhoods but also expands the appreciation of visual art and supports the growth of thriving cultural communities in cities worldwide.



WHO ARE WE?

We're Arts Advocates, Community Builders, Creative Entrepreneurs, and Placemakers with significant experience in the Advertising, Art, Marketing, Real Estate and Retail industry.

We work with city commissioners, community redevelopment agencies, business improvement districts & property owners/developers to connect us with vacant properties that are open to being activated versus sitting empty.

At the end of the day, we want progressive property owners and landlords to lease to us, and talented artists with a yearning to create to rent from us.



Item 1.

OUR MISSION

Our mission is clear and impactful: to transform underutilized spaces into affordable artist studios while minimizing vacancies and providing vibrant activations for vacant properties. By offering these studios at accessible price points, we empower artists to focus on their craft without the financial strain of high rents. Beyond being cost-effective, these studios foster dynamic environments where artists can collaborate, innovate, and engage with the community, turning vacant storefronts into thriving creative hubs that enhance the cultural and economic vitality of each neighborhood.



MINIMIZING RETAIL & OFFICE VACANCIES

By transforming empty storefronts into vibrant, active spaces, we drive community engagement, attract foot traffic, and create leasing opportunities for long-term tenants.



SUPPORT EMERGING ARTISTS

We value the talented artists that are our tenants and we promote them and their studios on an ongoing basis through Media Coverage, Social Media and Events.

HOW DOES IT HELP?

COMMUNITY CONNECTIONS

The majority of the community never get the chance to visit artist studio spaces. By placing them in local communities and making them open to the public, we are able to help expand the appreciation of all genres of art.

INCREASED WALKABILITY

Walkability is associated with higher levels of arts organizations, creativity, and civic engagement, making it an important aspect of thriving cities, neighborhoods, and shopping destinations.

OPEN 7 DAYS PER WEEK

A potentially interested tenant doesn't have to wait for a real estate agent to show the space, as our spaces are open and activated daily.

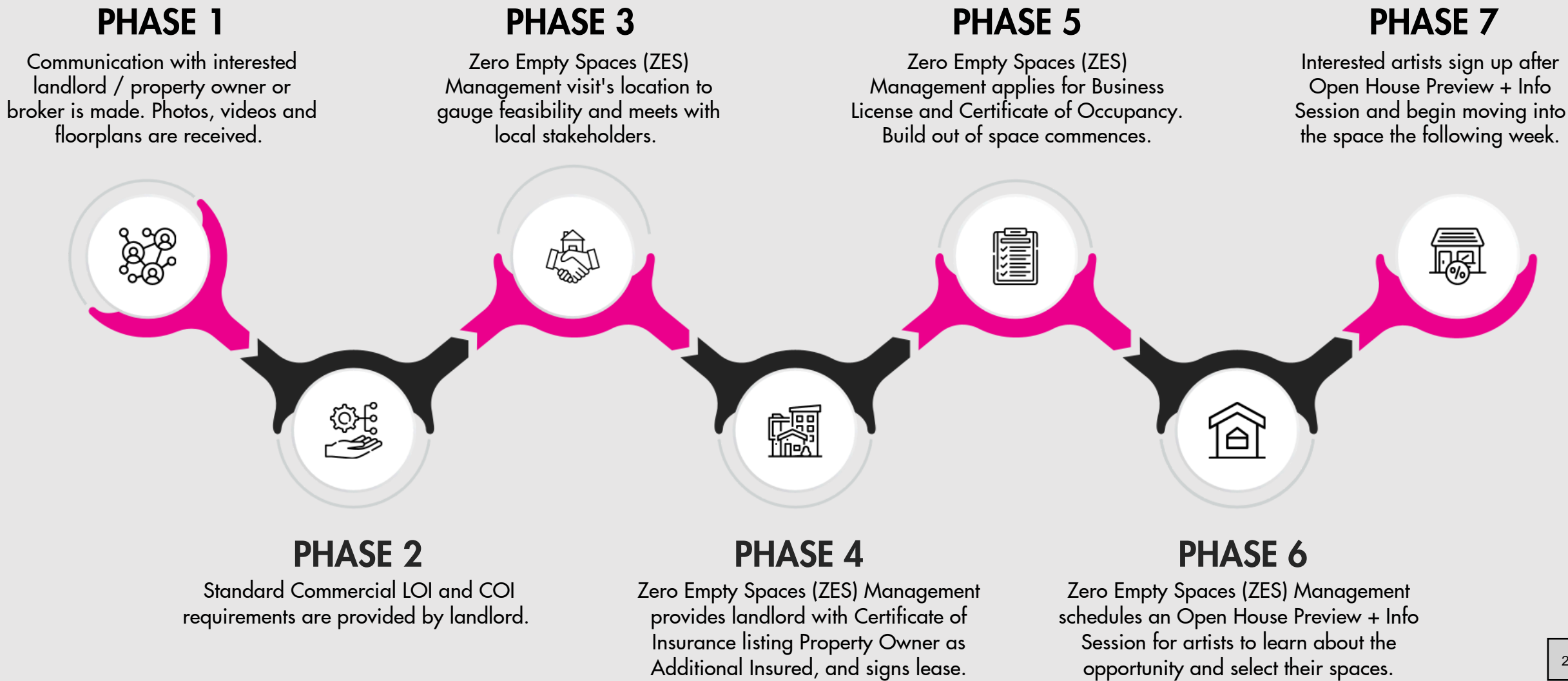


HOW IT WORKS

We activate vacant spaces throughout the country on a short-term (month-to-month lease basis) and sub-lease it to artists starting at a rate of \$2.50 / sq. ft. depending on the state and city inclusive of all the utilities (electricity & water). *Minimum 6-month guarantee for locations outside of Florida before converting to month-to-month.

From street-level and in-mall storefronts to offices, we activate vacant spaces and fill them with artists that utilize them as working studios, which in-turn increases activity and walkability to otherwise slow and inactive areas.

ZERO EMPTY SPACES PROCESS



COMMUNITY CONNECTIONS



GRAND OPENINGS

We host Grand Opening Receptions with ribbon cuttings, photo & video recaps, while providing our own public relations & social media marketing services at no cost.



PLACEMAKING HUBS

Our spaces host various events including workshops, talks, artist potlucks, non-profit fundraisers, and more!



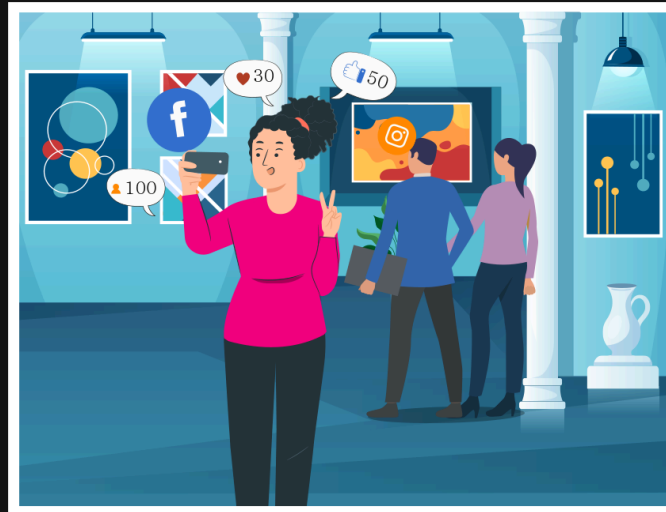
OTHER EVENTS

We host multiple events that draw attendance from art collectors, appreciators, and members of the community.





IMPACT



575,000+ media impressions/engagement on instagram

7k 5.3k 90

Item 1.

675,000+ media impressions/engagement on Facebook

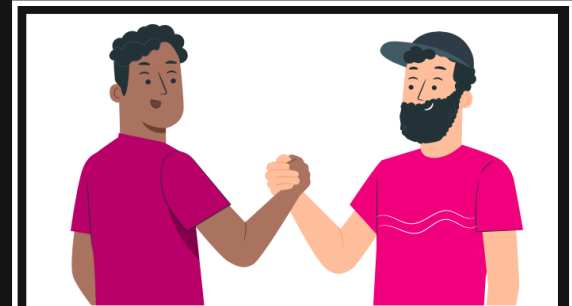
5.9k 2.2k 31

Over 2,100,000 media impressions/engagement on social media

1.9k 1.2k 25



64 PODCASTS produced telling local artists stories



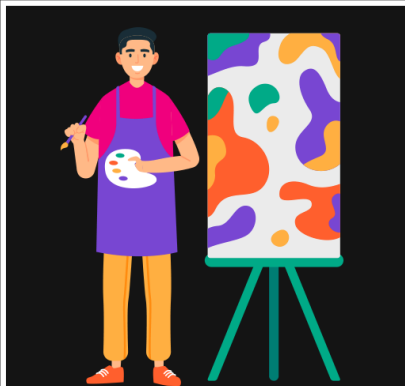
31 ARTISTS COLLABORATIONS successfully completed



Average number of attendees to grand openings - **125**



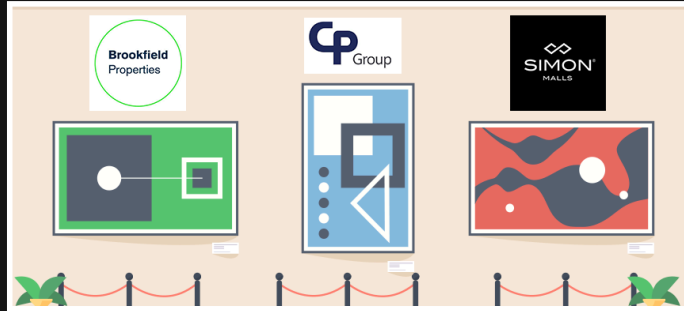
Average number of news stories in the press for each location opened - **4**



We've had **OVER 700 ARTISTS** come through the program in 5 years



OVER 105,000 SQFT of Commercial Real Estate activated across 32 spaces. Spaces were vacant on average between 6-12 months before we activated them.



Have activated **32 SPACES** with **22 DIFFERENT REAL ESTATE COMPANIES**



PRESENTATIONS TO MULTIPLE LOCAL CITIES including Boston, Chicago, San Francisco, Los Angeles, San Diego, Plantation FL, Coral Springs FL, Hollywood FL, Sarasota FL, Boynton Beach FL, and Port St. Lucie FL.

OVER \$1.4M+ in total sales generated between 700 artists. Average sales per artist during their residency = \$2,000



ART LEASING & ADVISORY



ARTIST STUDIO VISITS IN A CITY NEAR YOU

We have a wide selection of Paintings, Mixed Media, and Sculpture by over 100 artists in Working Artist Studios in cities around the United States.



ART LEASING

Our Art Leasing Program is a convenient, flexible and economical way for clients to enjoy fine art in their homes and offices starting at \$300/mth.



NO ADVISORY FEES

Our complimentary art advisory service gives you access to our co-founder/curator, who has an intimate relationship with all our artists.



ORIGINAL ART FROM LOCAL ARTISTS AT AFFORDABLE PRICES

Zero Empty Spaces features works at a wide range of prices to suit all budgets and projects.



GLOBAL SHIPPING

We handle all aspects of international shipping and customs for a completely hassle-free delivery.



VACANCY ACTIVATION ADVISORY



VACANCY ASSESSMENT AND STRATEGY DEVELOPMENT

- Analyze vacant properties and surrounding areas
- Develop tailored activation strategies
- Create short-term and long-term utilization plans



COMMUNITY ENGAGEMENT

- Facilitate workshops and focus groups
- Conduct surveys and gather local input
- Build partnerships with community organizations



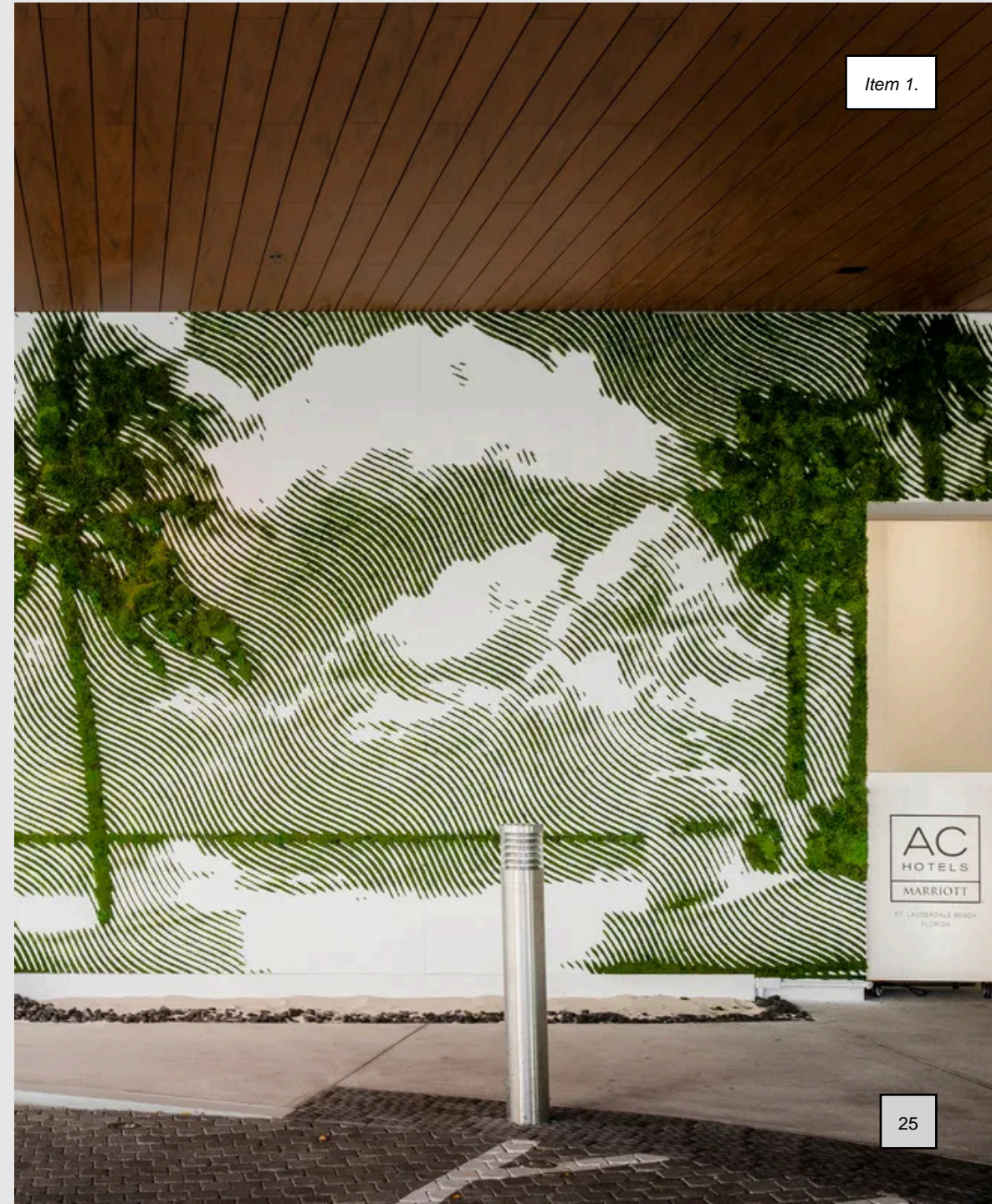
CREATIVE PROGRAMMING

- Design pop-up events and temporary installations
- Curate art exhibitions and performances
- Develop maker spaces and collaborative workspaces



ECONOMIC REVITALIZATION

- Attract and support local businesses and entrepreneurs
- Implement "lighter, quicker, cheaper" interventions
- Advise on adaptive reuse and mixed-use development





COMMUNITY CONNECTIONS


By placing them in walkable areas of communities like shopping centers and it helps with the discovery and support of local artists making them open to the public



FOR ARTISTS


Studio spaces are rented on a month-to-month basis and include all utilities (water & electricity), Starting at \$2.50/sqft. depending on location and city. Studio Spaces range in sizes and configurations and are accessible 24hours per day, 7 days per week.

NON-PROFIT COLLABORATIVE FUNDRAISERS AND SUCCESS STORIES


WPTV
WEST PALM BEACH

[Weather 5:40](#)
[Connections](#)
[The Rebound](#)
[Hidden Gems](#)
[Inspiring South Florida](#)
[Protecting Paradise](#)

[Hurricane Guide](#)
[Back To School](#)
[Sports](#)
[Taste and See](#)
[Seen On 5](#)
[Traffic](#)
[Contests](#)



Start advertising where business is done.


Get started

LinkedIn Marketing Solutions

NEWS > REGION N PALM BEACH COUNTY > PALM BEACH GARDENS

Facebook Twitter Email

Nonprofit partnering with art studio to help bridge the gap between law enforcement and at-risk youth



UNDERSTANDING CONFLICT RESOLUTION

6:50 PM WPTV 5

LinkedIn Marketing Solutions

Targeted ads. Built for you.

Learn more

The image is a screenshot of a news article from Citybiz. At the top, the Citybiz logo is on the left and a hamburger menu icon is on the right. Below the logo, the text 'SOUTH FLORIDA // GENERAL BUSINESS' is displayed. To the right of this text are four social media icons: LinkedIn, Facebook, Twitter, and Email. The main headline of the article is 'Palm Beach Symphony and Zero Empty Spaces Collaborate To Present Musical Masterpieces' in a large, bold, blue font. Below the headline, the date 'SEPTEMBER 9, 2021' is shown. The article body contains two side-by-side photographs. The left photo shows a man, Anthony Burks, wearing a light-colored hat and a pink shirt, holding a guitar that is covered in colorful mosaic art. The right photo shows a woman, Faith Schwack, wearing an orange shirt, holding a violin that is also covered in colorful mosaic art. Below the photos, the names 'Anthony Burks and Faith Schwack' are listed. The article text continues with a paragraph about the collaboration, mentioning that artworks created using instruments will be auctioned online to benefit both non-profit organizations. The text is partially cut off at the bottom of the screenshot.

A screenshot of a news article from WLRN (PBS + NPR). The header features the WLRN logo and a blue 'DONATE' button with a heart icon. The article is categorized under 'ARTS & CULTURE'. The title is 'Artist collective in Palm Beach Gardens raises money to support mangrove health', with a small link icon at the end. The author is 'By Wilkine Brutus' and it was 'Posted 13 hours ago'. Below the byline are social media sharing icons for Facebook, Twitter, LinkedIn, and Email. The article text begins with 'An artist collective in Palm Beach Gardens is paying homage to the ocean this weekend on World Oceans Day.' and continues with 'Zero Empty Spaces has over two dozen resident artists, a group of whom are hosting an ocean-themed exhibit that speaks to protecting our coastlines and marine ecosystems.' The text ends with 'The exhibit is raffling art pieces. Twenty percent of all sales will go toward an organization that plants mangroves, which play a crucial role in the health of the ocean and protects people against extreme weather events, like storm surge.'

SUCCESSES

Our occupation of commercial spaces has resulted in multiple permanent leases being generated for our property owners within an average of 6 months of occupying the spaces, including one space that had been vacant for over 5 years prior to our arrival. Plus, Neighboring tenants receive benefit of increased walkability, collaborations, and enhancing their retail experience with art

Additionally, we continue to generate positive media coverage from both local print and TV media in every location that we have occupied since our inception, with some featuring multiple stories and editorial pieces.



Item 1.

PRESS



WLRN/NPR

'Zero Empty Spaces' Keeps Opening Artist Studio Spaces During Pandemic — And Artists Keep Coming



LOOPNET

Have Empty Commercial Space in 2024? Consider 10 of 2023's Most Notable Alternative Uses



BOCA MAGAZINE

Vacated Boca Raton retail space now home to artists.



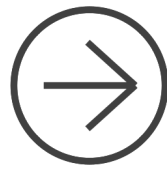
NEXT CITY

Next City's Top Urban Arts and Culture Stories of 2024



BIZ BASH

7 Tips for Transforming Underutilized Spaces for Events



PALM BEACH ILLUSTRATED

"Musical Masterpieces" On Display at Zero Empty Spaces

LOCATIONS



FLORIDA

- HALLANDALE BEACH (VILLAGE AT GULFSTREAM)
- BOCA RATON (BOCA RATON INNOVATION CAMPUS)
- PALM BEACH GARDENS (LEGACY PLACE)
- FORT MYERS (BELL TOWER)
- ST. PETERSBURG (TYRONE SQUARE MALL)
- FORT LAUDERDALE (GALLERIA CORPORATE CENTRE)
- JENSEN BEACH (TREASURE COAST SQUARE)



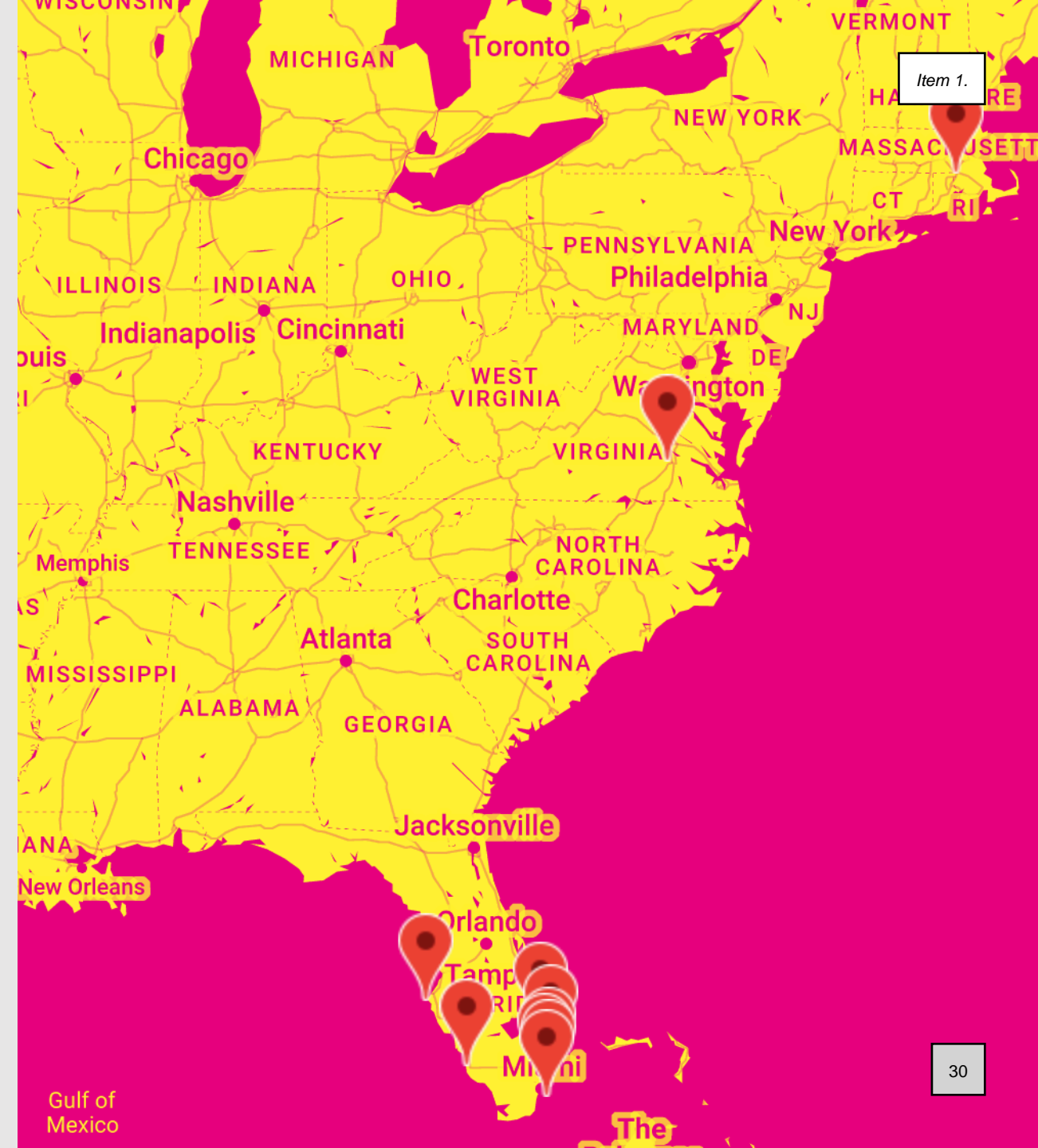
MASSACHUSETTS

- NATICK (NATICK MALL)



VIRGINIA

- RICHMOND (STONY POINT FASHION PARK)



CONTACT US



PHONE

844.427.8788



E-MAIL

INFO@ZEROEMPTYSPACES.COM



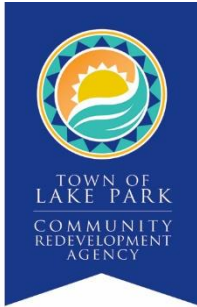
WEBSITE

ZEROEMPTYSPACES.COM

SOCIAL MEDIA

SOCIAL MEDIA @ZEROEMPTYSPACES





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 4, 2025
Originating Department: Community Redevelopment Agency (CRA)
Agenda Title: Request for Qualifications (RFQ) Selection - Design Consultant Recommendations - Bert Bostrom Park Master Plan

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Cost of Item: \$.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised: _____
Date: _____ **Newspaper:** _____

Attachments: _____

Please initial one:

_____ Yes I have notified everyone
 AJ _____ Not applicable in this case

Summary Explanation/Background:

On March 6, 2025, the Town issued a Request for Qualifications (RFQ) for Professional Design Services and Public Engagement for a Master Plan for Bert Bostrom Park (RFQ 108-2025). The intent of this RFQ was to select a team of design/engineering professionals to assist the CRA with a community-led design of Bert Bostrom Park, which may include various improvements (i.e., playground, sports and/or multi-purposed facilities/fields, Community Center, etc.).

The RFQ provided the following objectives for the proposed Park Master Plan:

“The public should be heavily involved in the process to determine the amenities to be provided within Bert Bostrom Park. The anticipated project would include a community center, the size of which is to be designed so as to have no less than 20,000 square feet of space. The Community Center would include facilities such as, but not limited to, an indoor gymnasium for at least two full-size basketball courts, multi-purpose rooms, offices and conference room space. The design of the Community Center must include a parking lot and space for other ancillary improvements. Depending on the outcome of the public engagement and the availability of sufficient funding, a 6-8 lane pool, concession area, locker rooms and splash pad may be included in the final planning of the park. Ancillary improvements to the park could include multi-purpose or soccer specific fields, basketball courts and a playground.”

Following the closing of the RFQ on April 10, 2025, the Town received qualification packages from seven (7) firms:

- Chen Moore and Associates
- CPZ Architects
- Fawley Bryant Architecture
- MAP Construction
- REG Architects
- Wannamaker Jenson Architects (WJ)
- WGI, Inc.

An Evaluation Committee met on May 7, 2025 and consisted of five(5) staff members: Allison Justice (CRA Administrator), Nadia DiTommaso (Community Development Director), Jaime Morales (Public Works Director), John Willie (Capital Projects Manager), Riunite Franks (Parks and Special Event Director).

The evaluation committee reviewed all qualification packages and ranked all firms based on various evaluation criteria, including experience and qualifications, performance on past projects, public process and involvement and project understanding and knowledge of area. As a result, the rankings (and total points provided by the evaluation team) for each firm for this project are as follows:

1. Wannemacher Jenson Architects – 470 points
2. WGI, Inc – 468 points
3. Chen Moore and Associates – 457 points
4. REG Architects – 449 points
5. Fawley Bryant Architecture- 435 points
6. CPZ Architects – 423 points
7. MAP Construction and Design – 207 points

A Notice to Negotiate with the top ranked firm of Wannamaker Jenson Architects was prepared and published on May 19, 2025. As of this publishing, no protests have been filed.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk’s Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 108-2025 and published addendums, RFQ Advertisement, etc.

Upon approval of the RFQ rankings and approval to proceed with the development of the proposed Master Plan, this project is expected to be completed in four (4) phases:

- Phase 1: Master Planning and Community Engagement
- Phase 2: Design of Community Center and other park elements
- Phase 3/4: Construction

Initial funding for Phase 1: Master Planning and Public Engagement as well as a portion of Phase 2 is available within the FY 2025 Budget - CRA. (total \$500,000)

Note: Final design and construction funding is expected to be determined based on the amenities/facilities that are approved within the final (approved) Master Plan for Bert Bostrom Parks. This funding may include, but is not limited to, , CRA TIF funding, Town Funding, CRA Bond issuance, Federal, State or Local Grants, private contributions/sponsorships, etc.

As a result, the CRA Board is requested to:

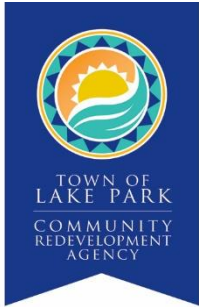
1. Approve the proposed Professional firm Consultant rankings for the Bert Bostrom Park Master Plan project following the advertisement and solicitation of qualification (Request for Qualifications - RFQ) in accordance with the Consultants Competitive Negotiations Act (CCNA) as outlined within state law.
2. Authorize CRA Staff to negotiate a contract with the top ranked firm, Wannemacher Jenson Architects.

Note: The CCNA provides for a process whereas if a contract cannot be negotiated with the top ranked firm, then the second ranked firm has the opportunity to enter into contract negotiations with the Town.

If approved, the selected consultant is expected to begin the Master Plan process immediately.

Recommended Motion:

I move to approve final rankings of RFQ 108-2025 and authorize staff to negotiate a contract with the highest ranked firm, Wannemacher Jenson Architects, to develop a Master Plan for Bert Bostrom Park.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 4, 2025

Originating Department: Community Redevelopment Agency (CRA)

Agenda Title: Resolution 29-06-25 - Facade and Exterior Improvement Grant – Ms. Julie Thatch - 826 Park Avenue - \$50,000

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Cost of Item: \$50,000.00 **Funding Source:** 110 55 552 520 82118

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Presentation, Resolution, Grant Agreement, Façade Application

Please initial one:

_____ Yes I have notified everyone

AJ _____ Not applicable in this case

Summary Explanation/Background:

On July 17, 2024, the Lake Park CRA Board approved a series of Incentive programs for the CRA. The goals of these incentives are to improve property values throughout the Lake Park CRA and to assist in achieving the goals outlined within the CRA's Master Plan.

Ms. Julie Thatch has requested the CRA Board consider approval of a Façade and Exterior Improvement Grant in the amount of \$50,000 to support the installation of new impact storefront windows and doors along the property located at 826 Park Avenue. If approved, this funding would eliminate the need for the current shutters on the property as well as improve the total value of the property.

Currently, the property has four (4) addresses and tenants: Lake Park Bakery, The Purple Lizard, Saigon Market and Lake Park Beverage.

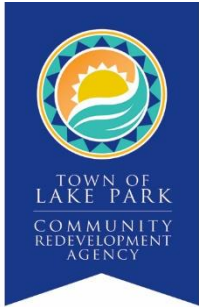
Note: The CRA's Façade and Exterior Improvement Grant Program allows for exterior improvements to properties within the CRA. The program offers up to 50% of improvements for windows and doors and the staff is recommending the full grant amount of \$50,000 for this request:

Total Proposed Cost	\$108,041.00
50% of Improvements	\$ 54,020.50
Total CRA Grant (Requested)	\$ 50,000.00

As information, in addition to the requested CRA grant funding, the property owner has recently updated the façade of this property with new stucco, façade details and paint. Additionally, the property owner is proposing additional future improvements that would include sealing and paving of the parking lot and, potentially, lighting enhancements.

Recommended Motion:

I move to approve Resolution 29-06-25 to award a Façade and Exterior Grant to Ms. Julie Thach to support improvements at 826 Park Avenue, in the amount of \$50,000.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 4, 2025
Originating Department: Community Redevelopment Agency (CRA)
Resolution 30-06-25 - Commercial Interior Buildout Grant - Commercial Interior Buildout Grant – Mr. Hugo Centeno (Hugo’s Gourmet Catering, Inc.) - 706 – AB 10th Street - \$50,000
Agenda Title:

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Cost of Item: \$50,000.00 **Funding Source:** 110 55 552 520 82118
Account Number: _____ **Finance Signature:** Barbara A. Gould

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Presentation, Resolution, Grant Agreement, Hugo’s Application

Please initial one:
 _____ Yes I have notified everyone
 AJ Not applicable in this case

Summary Explanation/Background:

On July 17, 2024, the Lake Park CRA Board approved a series of Incentive programs for the CRA. The goals of these incentives are to improve property values throughout the Lake Park CRA and to assist in achieving the goals outlined within the CRA’s Master Plan.

Mr. Hugo Centeno, Hugo’s Gourmet Catering, Inc., has requested the CRA Board to consider approval of a Commercial Interior Build-Out Assistance Program Grant in the amount of \$50,000 to support proposed improvements to their existing location, including the installation of a hood and fire suppression system, interior plumbing and interior electric upgrades.

Note: The CRA's Commercial Interior Build-Out Assistance Program Grant facilitates the establishment of new restaurants, (including breweries and distilleries) and aids in the expansion of existing restaurants within the Lake Park CRA and is designed to provide financial assistance to new and existing restaurants (breweries and distilleries) in the form of a reimbursable grant intended to reduce the initial costs associated with the repair and rehabilitation of existing buildings. Improvements paid for by the CRA must be permanent and stay with the building. The program offers up to 80% of improvements and staff is recommending the full grant of \$50,000.

Total Proposed Cost	\$75,474
80% of Improvements	\$60,379
Total CRA Grant (Requested)	\$50,000

Business History & Information:

Hugo's Gourmet Catering (www.hugosgourmet.com) has been in business for 26 years and currently operates in Riviera Beach and is expanding to a larger facility to locate his catering operation. An upscale burrito take out restaurant will also be located in the front portion of this location.

Total Employees: 9 Full-Time & 3 Part-Time

The property located at 796 10th Street has received a grant from the CRA in the amount of \$360,000 for façade improvements. (Liberty Square, Property owner)

Brooklyn Cupcake was formerly in this location and received a grant for \$130,000 for the installation of a grease trap and other improvements that have remained with the building.

A grant of \$95,400 was also approved by the CRA Board in March 2023 for a hood system and other improvements, but was not completed by the previous tenant, therefore was not paid by the CRA.

Recommended Motion:

I move to approve Resolution 30-06-25 to award a Commercial Interior Buildout Grant to Hugo Centeno, Hugo's Gourmet Catering, Inc. at 706 – AB 10th Street, in the amount of \$50,000.

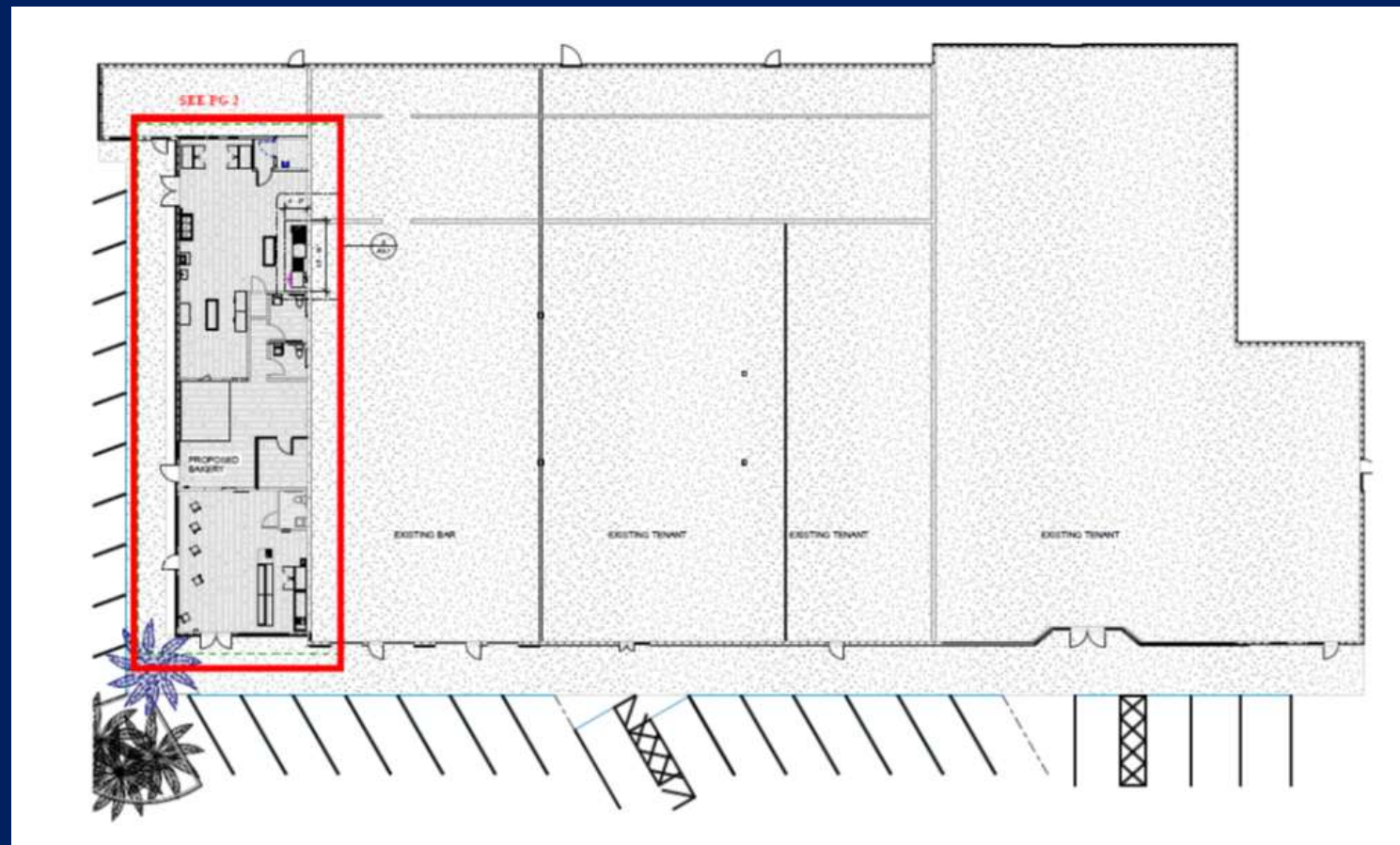
796 10th Street– Birds Eye View



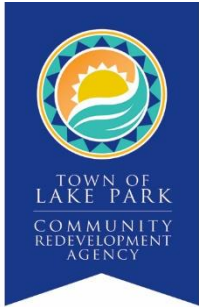
Restaurant

Hugo's Gourmet Catering

826 Park Avenue







Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2025
Originating Department: CRA
Agenda Title: Resolution 33-07-25 - Redevelopment Grant Agreement - 2nd Amendment - Liberty Square - 796 10th Street

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: _____

Please initial one:

_____ Yes I have notified everyone
 AJ _____ Not applicable in this case

Summary Explanation/Background:

On September 20, 2023, the CRA Board approved a Redevelopment Grant Agreement with Liberty Square, LLC in the amount of \$360,000 to support various façade improvements for their property located at 796 10th Street.

The original Grant Agreement was approved by the CRA Board on September 20, 2023 and an amendment to the Agreement was later approved on December 18, 2024. At this time, the property owner is requesting the Lake Park CRA Board to consider a 2nd Amendment that, if approved, would provide an additional 120 day extension to receive the required Certificate of Completion from June 30, 2025 to October 30, 2025.

The project is approximately 95% complete; however, the delay in completing the project was a result of various factors, including material delays and change orders.

Additional information related to the proposed project and the Grant Agreement (and Amendments) include:

1. Total CRA Redevelopment Grant Award: \$360,000
2. Proof of Private investment: More than \$720,000
3. Grant Reimbursement Payments to Property Owner: \$180,000 (Paid in equal increments following a \$360,000 Private Investment)
 - a. 1st Reimbursement Paid in September 2024
4. Grant Agreement Term: Five (5) Years with no property sale
5. Security: Lien and personal guarantee
6. Certificate of Completion: 15 months after original agreement (December 2024)

1st Amendment:

On December 18, 2024, the CRA Board approved Resolution 110-12-24, which extended the deadline for Certificate of completion to 21 Months after the original agreement or June 30, 2025.

The proposed 2nd Amendment to the CRA Redevelopment Grant Award Agreement was prepared by the CRA Administrator and reviewed by the Town Attorney.

Recommended Motion:

Approve Resolution 33-07-25 - Redevelopment Grant Agreement - 2nd Amendment with Liberty Square, located at 796 10th Street, to extend the required Certificate of Completion deadline to October 30, 2025 (120 days).

RESOLUTION 33-07-25

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A SECOND AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT WITH LIBERTY SQUARE LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park's Community Redevelopment Agency (the CRA) has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, Liberty Square, LLC (Property Owner) owns the property located at 796 10th Street in the Town of Lake Park, Florida (the Property); and

WHEREAS, the Property Owner is the recipient of a redevelopment grant from the CRA in the amount of \$360,000 (the Grant) to be used for the rehabilitation and redevelopment of the façade and exterior of 796 10th Street; and

WHEREAS, the CRA and the Property Owner entered into a Redevelopment Grant Agreement (the Agreement) on September 20, 2023; and

WHEREAS, the terms of the Agreement state that the Property Owner shall complete the rehabilitation and redevelopment of the façade (the Improvements) and receive a Certificate of Completion by December 30, 2024; and

WHEREAS, the Property Owner did not received the Certificate of Completion by December 30, 2024; and

WHEREAS, the CRA elected to forbear from enforcing the terms of the Agreement and to declare the Property Owner in default; and

WHEREAS, the Property Owner has not received a Certificate of Completion by July 3, 2025; and

WHEREAS, pursuant to the Second Amendment to the Agreement, the CRA hereby agrees to extend the date set forth in the Agreement to receive a Certificate of Completion to October 30, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The Commission hereby directs and authorizes the Chairman to execute

the Second Amendment to the Redevelopment Grant Agreement, a copy of which is incorporated herein by reference, with Liberty Square LLC, to extend the date pursuant to which the Property Owner must receive a Certificate of Completion to October 30, 2025.

Section 3: This resolution shall become effective upon its execution.

#6643407 v1 26508-00032

SECOND AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT

THIS SECOND AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT ("Second Amendment") is made on this day of __July 2025, by and between the Town of Lake Park Community Redevelopment Agency (the "CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Liberty Square LLC, (the "Property Owner") having an address at 796 10th Street, Lake Park, FL 33403.

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Property Owner owns the property located at 796 10th Street in the Town of Lake Park, Florida (the Property); and

WHEREAS, pursuant to a Redevelopment Grant Agreement (the Agreement) the Property Owner became the recipient of a redevelopment grant in the amount of \$360,000 (the Grant) to be used for the rehabilitation and redevelopment of the façade and exterior of the buildings at 796 10th Street (the Improvements); and

WHEREAS, the terms of the Agreement state that the Property Owner must complete the Improvements and receive a Certificate of Completion for the same by December 30, 2024; and

WHEREAS, the Property Owner failed to meet the terms of the Agreement because it did not receive a Certificate of Completion by the deadline in the Agreement of December 30, 2024; and

WHEREAS, the CRA elected to forbear from enforcing the terms of the Agreement and declaring a default; and

WHEREAS, as of July 16, 2025, the Property Owner has still not received a Certificate of Completion; and

WHEREAS, the CRA, by entering into this Second Amendment, the CRA has agreed to extend the date set forth in the Agreement for the Property Owner to receive a Certificate of Completion to October 30, 2025.

NOW THEREFORE, the parties hereto agree to this Second Amendment as follows:

- 3. Use of Funds, Reimbursement, Time of Completion.** The Grant funds shall only be used by the Property Owner for the rehabilitation and/or redevelopment of the Property's building facade and signage; the exterior areas of the building, including landscaping; and those related improvements identified in the scope of work (the Improvements) as set forth in the attached **Exhibit "A"** which is incorporated herein. The Property Owner shall only be entitled to the reimbursement of a maximum of 50% of the Grant for work associated with the design and construction of the Improvements. Upon the presentation and the CRA's acceptance of receipts associated with the rehabilitation and redevelopment of the Property, the Property Owner shall be entitled to the remaining 50% upon the receipt of a certificate of occupancy or completion. Provided, however, the Property Owner shall only be entitled to the reimbursement of the remaining 50% of the Grant upon the completion of all Improvements as set forth in Exhibit A, upon the issuance of a certificate of occupancy or completion by the Building Official within 25 months from the execution of the Agreement, which is the date of October 30, 2025.

The parties hereto have duly executed this 2nd Amendment to the Redevelopment Grant Agreement on the day and year first above written.

TOWN OF LAKE PARK CRA

By: _____
Roger Michaud, Chairman

Property Owner, LIBERTY SQUARE, LLC

By: _____

Its _____
Carlo Vernia

#6643486 v1 26508-00032

RESOLUTION NO. 110-12-2024

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A FIRST AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT WITH LIBERTY SQUARE LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park's Community Redevelopment Agency (the CRA) has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, Liberty Square, LLC (Grantee) owns the property located at 796 10th Street in the Town of Lake Park, Florida (the Property); and

WHEREAS, the Grantee is the recipient of a redevelopment grant from the CRA in the amount of \$360,000 (the Grant) to be used for the rehabilitation and redevelopment of the façade and exterior of 796 10th Street; and

WHEREAS, the CRA and the Grantee entered into a Redevelopment Grant Agreement (the Agreement) on September 20, 2023; and

WHEREAS, the terms of the Agreement state that the Grantee shall complete the rehabilitation and redevelopment of the façade and receive a Certificate of Completion by December 30, 2024; and

WHEREAS, the Grantee has informed the CRA that it will not receive a Certificate of Completion prior to December 30, 2024; and

WHEREAS, the CRA has agreed to extend the date set forth in the Agreement to receive a Certificate of Completion to June 30, 2025

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

Section 1: The foregoing recitals are incorporated herein

Section 2: The Commission hereby directs and authorizes the Chairman to execute the First Amendment to the Redevelopment Grant Agreement with Liberty Square LLC, to extend the Certificate of Completion date to June 30, 2025 a copy of which is attached hereto and made a part hereof.

Section 3: This resolution shall become effective upon its execution.

The foregoing Resolution was offered by Board Member Hensley who moved its adoption. The motion was seconded by Board Member Taylor and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
CHAIR ROGER D. MICHAUD	<u>/</u>	—
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	—
BOARD MEMBER MICHAEL HENSLEY	<u>/</u>	—
BOARD MEMBER MARY BETH TAYLOR	<u>/</u>	—
BOARD MEMBER JUDITH E. THOMAS	<u>/</u>	—
VACANT	—	—
VACANT	—	—

The Community Redevelopment Agency thereupon declared the foregoing Resolution 110-12-24 duly passed and adopted this 18 day of December, 2024.

TOWN OF LAKE PARK, FLORIDA

BY: Roger D. Michaud
 ROGER D. MICHAUD
 CHAIR

ATTEST:

Vivian Mendez
 VIVIAN MENDEZ
 AGENCY CLERK

TOWN OF LAKE PARK
 (TOWN SEAL)
 SEAL
 FLORIDA

Approved as to form and legal
 sufficiency:

BY: Thomas J. Baird
 THOMAS J. BAIRD
 AGENCY ATTORNEY
Brett Lashley

FIRST AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT

THIS FIRST AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made on this of December 2024, by and between the Town of Lake Park Community Redevelopment Agency (the "CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Liberty Square LLC, (the "Grantee") having an address at 796 10th Street, Lake Park, FL 33403.

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, Grantee owns the property located at 796 10th Street in the Town of Lake Park, Florida (the Property); and

WHEREAS, pursuant to a Redevelopment Grant Agreement (the Agreement) the Grantee became the recipient of a redevelopment grant in the amount of \$360,000 (the Grant) to be used for the rehabilitation and redevelopment of the façade and exterior of the buildings at 796 10th Street; and

WHEREAS, the terms of the Agreement state that the Grantee must complete the redevelopment and rehabilitation of the construction work for the façade and receive a Certificate of Completion from the Town by December 30, 2024; and

WHEREAS, the Grantee has informed the CRA that it will not receive a Certificate of Completion by December 30, 2024; and

WHEREAS, the CRA has agreed to extend the date set forth in the Agreement to receive a Certificate of Completion to June 30, 2025

NOW THEREFORE, this parties hereto agree to this first amendment to the Agreement as follows:

3. **Use of Funds, Reimbursement, Time of Completion.** The Grant funds shall only be used by the Property Owner for the rehabilitation and/or redevelopment of the Property's building facade and signage; the exterior areas of the building, including landscaping; and those related improvements identified in the scope of work (the Improvements) as set forth in the attached **Exhibit "A"** which is incorporated herein. The Property Owner shall only be entitled to the reimbursement of a maximum of 50% of the Grant for work associated with the design and construction of the Improvements. Upon the presentation and the CRA's acceptance of receipts associated with the rehabilitation and redevelopment of the Property, the Property Owner shall be entitled to the remaining 50% upon the receipt of a certificate of occupancy or completion. Provided, however, the Property Owner shall only be entitled to the reimbursement of the remaining 50% of the Grant upon the completion of all Improvements as set forth in Exhibit A, upon the issuance of a certificate of occupancy or completion by the Building Official within 21 months from the execution of this Agreement.

The parties hereto have duly executed this 1st Amendment to the Redevelopment Grant Agreement on the day and year first above written.

TOWN OF LAKE PARK CRA

By: 

Roger Michaud, Chairman

LIBERTY SQUARE, LLC

By: 

Its _____

Carlo Vernia

#5892510 v1 26508-00003

RESOLUTION NO. : 71-09-23

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A GRANT AGREEMENT WITH LIBERTY SQUARE LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Property Owner owns the property located at 796 10th Street in the Town of Lake Park, Florida (the Property); and

WHEREAS, the Property Owner is seeking a redevelopment grant from the CRA in the amount of **\$360,000** (the Grant) to be used for the rehabilitation and redevelopment of commercial property it owns at 796 10th Street, Lake Park, Florida; and

WHEREAS, the CRA may only exercise its authority consistent with the powers enumerated in Fla. Stat. § 163.370; and

WHEREAS, pursuant to Fla. Stat. § 163.360(7)(d), the CRA has determined that its adopted redevelopment Master Plan affords the maximum opportunity for the rehabilitation or redevelopment by private enterprise within the redevelopment area; and

WHEREAS, pursuant to Fla. Stat. § 163.360(9), once a redevelopment Master Plan has been approved, the CRA may then carry out the provisions contained therein; and

WHEREAS, the CRA Master Plan identifies aesthetic improvement grants as an opportunity for the rehabilitation and redevelopment of properties within the community redevelopment area governed by the CRA Master Plan; and

WHEREAS, the CRA's Executive Director has determined that providing the Grant to the Property Owner for "façade/exterior improvements" to the Property Owner's building would further the rehabilitation and redevelopment of property within the redevelopment area and is recommending that the CRA's Board of Commissioners award the Grant to the Property Owner; and

WHEREAS, the CRA Board of Commissioners (the Board) finds that awarding the Grant to the Property Owner based upon the terms set forth in this Agreement is within its powers as set forth in Fla. Stat. § 163.370.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby directs and authorizes the Chairman of the Commission to execute the Redevelopment Grant Agreement with Liberty Square LLC, a copy of which is attached hereto and made a part hereof.

Section 3. This Resolution shall become effective upon its execution.

The foregoing Resolution was offered by Vice Chair Glas-Castro, who moved its adoption. The motion was seconded by Board Member Linden, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
CHAIR ROGER D. MICHAUD	<u>✓</u>	<u> </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>✓</u>	<u> </u>
BOARD MEMBER JOHN LINDEN	<u>✓</u>	<u> </u>
BOARD MEMBER CARMEN RODRIGUEZ	<u>Conflict</u>	<u> </u>
BOARD MEMBER HENRY STARK	<u>✓</u>	<u> </u>
BOARD MEMBER MARY BETH TAYLOR	<u>Not Present at time of vote</u>	<u> </u>
BOARD MEMBER JUDITH E. THOMAS	<u>✓</u>	<u> </u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution 71-09-23 duly passed and adopted this 20th day of September, 2023.

TOWN OF LAKE PARK, FLORIDA

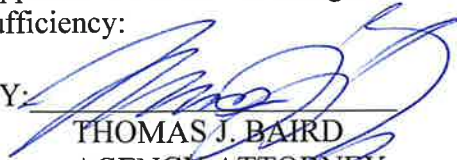
BY: 
 ROGER D. MICHAUD
 CHAIR

ATTEST:


 VIVIAN MENDEZ
 AGENCY CLERK



Approved as to form and legal sufficiency:

BY: 
 THOMAS J. BAIRD
 AGENCY ATTORNEY

REDEVELOPMENT GRANT AGREEMENT

THIS REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made this 20 day of September, 2023, by and between The Town of Lake Park Community Redevelopment Agency (the "CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Liberty Square LLC, (the "Property Owner") having an address at 796 10th Street, Lake Park, FL 33403.

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Property Owner owns the property located at 796 10th Street in the Town of Lake Park, Florida (the Property); and

WHEREAS, the Property Owner is seeking a redevelopment grant from the CRA in the amount of **\$360,000** (the Grant) to be used for the rehabilitation and redevelopment of commercial property it owns at 796 10th Street, Lake Park, Florida; and

WHEREAS, the CRA may only exercise its authority consistent with the powers enumerated in Fla. Stat. § 163.370; and

WHEREAS, pursuant to Fla. Stat. § 163.360(7)(d), the CRA has determined that its adopted redevelopment Master Plan affords the maximum opportunity for the rehabilitation or redevelopment by private enterprise within the redevelopment area; and

WHEREAS, pursuant to Fla. Stat. § 163.360(9), once a redevelopment Master Plan has been approved, the CRA may then carry out the provisions contained therein; and

WHEREAS, the CRA Master Plan identifies aesthetic improvement grants as an opportunity for the rehabilitation and redevelopment of properties within the community redevelopment area governed by the CRA Master Plan; and

WHEREAS, the CRA's Executive Director has determined that providing the Grant to the Property Owner for "façade/exterior improvements" to the Property Owner's building would further the rehabilitation and redevelopment of property within the redevelopment area and is recommending that the CRA's Board of Commissioners award the Grant to the Property Owner; and

WHEREAS, the CRA Board of Commissioners (the Board) finds that awarding the Grant to the Property Owner based upon the terms set forth in this Agreement is within its powers as set forth in Fla. Stat. § 163.370.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The recitals are incorporated herein.
2. **Grant.** The Board of the Town of Lake Park Community Redevelopment Agency agrees to provide the Property Owner with a one-time Grant in the amount of **\$360,000**. As a condition precedent to the award of the Grant by the Board, the Property Owner shall present receipts which demonstrate that it has already invested **\$720,000** or more of its own funds toward the rehabilitation and redevelopment of the Property.
3. **Use of Funds, Reimbursement, Time of Completion.** The Grant funds shall only be used by the Property Owner for the rehabilitation and/or redevelopment of the Property's building façade and signage; the exterior areas of the building, including landscaping; and those related improvements identified in the scope of work (the Improvements) as set forth in the attached **Exhibit "A"** which is incorporated herein. The Property Owner shall only be entitled to the reimbursement of a maximum of 50% of the Grant for work associated with the design and construction of the Improvements. Upon the presentation and the CRA's acceptance of receipts associated with the rehabilitation and redevelopment of the Property, the Property Owner shall be entitled to the remaining 50% upon the receipt of a certificate of occupancy or completion. Provided, however, the Property Owner shall only be entitled to the reimbursement of the remaining 50% of the Grant upon the completion of all Improvements as set forth in Exhibit A, and the issuance of a certificate of occupancy or completion by the Building Official within 15 months from the execution of this Agreement.
4. **Term.** The term of this Agreement is five years (the Term). In order to be entitled to the funds during the Term, the Property Owner shall remain the owner of the Property during the Term. Should the Property Owner elect to sell or transfer ownership of the Property to another entity during the Term, it shall return any funds which the CRA has paid to it.
5. **Lien.** Upon the execution of the Agreement by the parties, and prior to the disbursement of any funds from the Grant, this Agreement shall be recorded as a lien against the Property and may be enforced to recover any funds provided to the Property Owner in the event the CRA is required to enforce any of the terms of the Grant. Should the Property Owner fail to comply with any of the terms contained herein, the CRA shall be entitled to immediately seek a money judgement and/or to initiate foreclosure proceedings to collect any funds provided to the Property Owner by the CRA pursuant to the Grant.
6. **Guarantee.** The Managing Member of the Property Owner shall provide the CRA with a personal and corporate guarantee as collateral for the Property Owner's performance of the obligations of this Agreement.
7. **Assignment.** This Agreement shall not be assigned without the CRA's written prior written consent.
8. **Amendment.** This Agreement shall not be revised, changed or amended except by a written amendment executed by both parties.
9. **Governing Law/Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to choice of law rules. Venue shall be in the federal or state courts located in Palm Beach County, Florida.

10. Counterparts. This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.

11. Severability. Any provision of this Agreement which is deemed by a court of competent jurisdiction to be ineffective shall not effect or render the remaining provisions of this Agreement unenforceable or invalid.

12. Indemnification. The Property Owner agrees to indemnify and save harmless the Town its elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement.

13. Attorney Fees. In the event either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to the reimbursement of its attorney fees.

14. Successors and Assigns. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the parties successors and assigns.

15. Notices. All notices between the parties shall be in writing and be made by certified mail, return receipt requested or by hand delivery at the following addresses:

Town of Lake Park:
Community Redevelopment Agency
Attn: Executive Director
535 Park Avenue
Lake Park, FL 33403

Liberty Square LLC.
796 10th Street
Lake Park, FL 33403

The parties hereto have duly executed this Agreement on the day and year first above written.

TOWN OF LAKE PARK CRA


By:


Roger Michaud, Chairman

Liberty Square LLC

By:

Its:


MANAGING MEMBER
CARLO VERNIA.

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UNCONDITIONAL GUARANTY OF REPAYMENT AND PERFORMANCE

THIS UNCONDITIONAL GUARANTY OF REPAYMENT AND PERFORMANCE (Guaranty) is made as of the 20 day of September, 2023, by Liberty Square LLC, a Florida limited liability company (Grantee) having an address 724 Sandy Point Lake, West Palm Beach, FL 33410 and Carlo V. Vernia, Jr. ("Vernia").

WITNESSETH:

Grantee sought a redevelopment grant ("Grant") from the Town of Lake Park Community Redevelopment Agency ("Grantor") in the amount of \$360,000 to be used for a redevelopment project ("Project") for the property located at 796 10th Street, Lake Park, FL 33403. Grantor and Grantee entered into the Redevelopment Grant Agreement dated September __, 2023 (the "Grant Agreement") in which Grantor agreed to provide the Grant to Grantee subject to the terms and conditions of the Grant Agreement. The receipt of the Grant is expressly conditioned upon Grantee remaining in compliance with all of the obligations that are required for the Project pursuant to the Grant Agreement and associated Exhibit (the Grant Agreement and the Exhibit are collectively referred to herein as the "Grant Documents").

Grantor has agreed to make the Grant available to the Grantee in consideration, among other things, of their performance of all of the covenants and obligations made in the Grant Documents, and as guaranteed by the Guarantors executing this Guaranty.

The Grantor is expected to benefit from making a Grant to Grantee.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound hereby, the Guarantors irrevocably and unconditionally agree as follows:

The recitals set forth above are true and correct and are incorporated herein. Terms not otherwise defined herein shall have the meanings set forth in the Grant Agreement.

Guarantors hereby guarantee the prompt and full payment and performance by Grantee of each item, covenant, condition, provision and obligation to be paid, kept, observed and performed by Grantee under the Grant Documents, and any subsequent amendments, extensions or restatements thereof (the "**Repayment Guaranty**").

Grantor hereby agrees to provide the Guarantors with 60 days' advance written notice (the "Written Notice") of any default made by the Grantee under the provisions of the Grant Documents. Provided the Guarantors are provided Written Notice, Guarantors waive any rights by reason of any forbearance, modification, waiver, or renewal or extension which Grantor may grant, or to which Grantor and Grantee may agree, with respect to the Grant Documents, waive notice of acceptance of this Guaranty.

The obligations of Guarantors under the Grant Agreement are primary, absolute, independent, irrevocable and unconditional. This shall be an agreement of suretyship as well as of guaranty provided Guarantors are provided Written Notice of a default and, shall be operational by Grantee without being required to proceed first against Grantee or any other person or entity, or against any other security for Grantee's obligations to Grantor, Grantor may proceed directly against the

Guarantors.

The obligations of Guarantors under the Grant Documents shall be unconditional and irrevocable, irrespective of either (a) the genuineness, validity or enforceability, of the Grant Documents, (b) any limitation of liability of the Grantee contained in the Grant Documents, (c) the existence of any security given to secure the Grant, (d) any defense that may arise by reason of the incapacity or lack of authority of Grantee or any Guarantor or the failure of Grantors to file or enforce a claim against the estate of Grantee or any Guarantor in any bankruptcy or other proceeding, or (e) any other circumstances, occurrence or condition whether similar or dissimilar to any of the foregoing, which might otherwise constitute a legal or equitable defense, discharge or release of a Guarantors.

If Guarantors shall advance any sums to Grantee or their successors or assigns, or if the Grantee or their successors or assigns shall now be or hereafter become indebted to Guarantors, such sums or indebtedness shall be subordinate in payment and in all other respects to the amounts then or thereafter due and owing to Grantor under the Grant Documents. If Guarantors collect any of such sums or indebtedness from Grantee at any time when either Grantee are in default under the Grant Documents, such collected funds shall be deemed collected and received by Guarantors in trust for Grantor and shall be paid over to Grantor, upon demand by Grantor, for application, when received, on account of Grantee's obligations under the Grant Documents. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the Grant Documents or all or any part of the Grantor's interest in the Grant Documents, until all amounts owing to Grantor have been paid in full.

Guarantors hereby represent and warrant that (a) Guarantors have either examined the Grant Documents or have had an opportunity to examine the Grant Documents and have waived the right to examine them; (b) that Guarantors have the full power, authority and legal right to enter into, execute and deliver this Agreement; (c) that this Agreement is a valid and a binding legal obligation of Guarantors, and is fully enforceable against Guarantors in accordance with its terms; (d) that the execution, delivery and performance by Guarantor of this Agreement will not violate or constitute a default under any indenture, note, loan or credit agreement or any other agreement or instrument to which Guarantors are a party or are bound; (e) Guarantors will derive direct, substantial benefit from the Grant to Grantee; and (f) if Guarantor or Grantee have delivered to Grantor financial statements of Guarantors, there has been no material adverse change in the financial condition of Guarantor from the financial condition of Guarantors shown on such financial statement delivered to Grantor.

All notices between the parties shall be in writing and be made by certified mail, return receipt requested or by hand delivery at the following addresses:

Town of Lake Park

Community Redevelopment Agency
Attn: Executive Director
535 Park Avenue
Lake Park, Fl. 33403

Liberty Square LLC

Attn: Carlo V, Vernia. Jr..
Registered Agent

724 Sandy Point Lane
West Palm Beach, FL 33410

Carlo V. Vernia, Jr. individually
724 Sandy Point Lane
West Palm Beach, FL 33410

9. All rights and remedies of Grantor under this Agreement, the Grant Documents, or by law are separate and cumulative, and the exercise of one shall not limit or prejudice the exercise of any other such rights or remedies. The enumeration in this Agreement of any waivers or consents by Guarantor shall not be deemed exclusive of any additional waivers or consents by Guarantors which may be deemed to exist, in law or equity. No delay or omission by Grantor in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment of this Agreement shall be deemed made by Grantor unless in writing and duly signed by Grantor. Any such written waiver shall apply only to the instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of Grantor, and no single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise thereof or any other right or remedy.

10. If Grantor employs counsel to enforce this Agreement by suit or otherwise, Guarantors shall reimburse Grantor, upon demand, for all expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees incurred at trial, on appeal or in connection with any bankruptcy proceedings) whether suit is actually instituted.

11. This Guaranty shall be binding upon the Guarantors, and their respective heirs, administrators, executors, successors and assigns, and shall inure to the benefit of Grantor (and its affiliates as appropriate) and its successors and assigns.

12. The obligations and liabilities of Guarantors hereunder and pursuant to the Grant Documents are and shall be joint and several and are and shall be joint and several with the obligations and liabilities of Grantee and the Guarantors of obligations arising under the Grant Agreement. For purposes of this Guaranty the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require.

If any provision of the Grant Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of the Grant Agreement shall remain in full force and effect and shall be liberally construed in favor of Grantor in order to affect the provisions of this Guaranty.

Guarantors and Grantor agree that this Guaranty shall be governed by and construed according to the laws of the State of Florida regardless of where the residence or domicile of the Guarantors are now or may hereafter be located.

Guarantors and Grantor hereby waive any and all rights to a trial by jury in any action, proceeding, counterclaim or subsequent proceeding, brought by either Grantor or either of the Guarantors of any obligation created under the Grant Documents or any of the other documents


executed and delivered in connection therewith against any or all of the others on any matters whatsoever arising out of, or in any way related to the Grant, the Grant Documents, any of the other documents executed and delivered in connection therewith.

IN WITNESS WHEREOF, Guarantors have executed and sealed this Guaranty the day and year first above written.

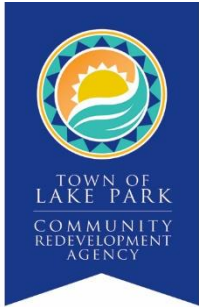
LIBERTY SQUARE, LLC

By 
Printed Name: CARLO VERNIA

Its: MANAGING MEMBER

GUARANTOR: 
Carlo V. Vernia, Jr. individually

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2025
Originating Department: Community Redevelopment Agency (CRA)
Agenda Title: Resolution 34-07-25 - Professional Real Estate Brokerage Services Agreement - Cushman & Wakefield US, Inc.

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Cost of Item: \$.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Resolution, Agreement

Please initial one:

_____ Yes I have notified everyone
 AJ _____ Not applicable in this case

Summary Explanation/Background:

On March 6, 2025, the Town and the Lake Park CRA issued a Request for Qualifications (RFQ) for Professional Real Estate Brokerage Services (RFQ #110-2025). The intent of this RFQ was to select a brokerage firm (or multiple firms) to assist both the Town and the CRA with the sale, lease and/or purchase of properties on an as needed basis.

Following the closing of the RFQ on May 16, 2025, the Town and the CRA received qualification packages from five (5) firms:

1. Colliers International Florida
2. Cushman & Wakefield

3. The Urban Group
4. RMA Real Estate
5. Inter Related Construction Services Corp

An Evaluation Committee met on June 5, 2025 and consisted of Allison Justice, CRA Administrator, Bambi Turner, Assistant Town Manager and Nadia DiTommaso, Community Development Director.

The evaluation committee reviewed all qualification packages and ranked all firms based on various evaluation criteria, including but not limited to Public Sector Experience and similar projects, knowledge of the local real estate market and pricing. As a result, the top three (3) firms are being recommended to the CRA Board to negotiate professional real estate brokerage services agreements with each firm.

The top three (3) firms recommended under the RFQ #110-2025 are as follows:

1. Colliers International Florida
2. Cushman & Wakefield US, Inc.
3. RMA Real Estate Services

A Notice to Negotiate with the Cushman & Wakefield US, Inc. was prepared and published on June 5, 2025. As of this publishing, no protests have been filed.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 110-2025 and published addendums and the RFQ Advertisement.

If approved, the Lake Park CRA Board would accept Cushman & Wakefield US, Inc's approved pricing, including all terms, conditions and pricing therein. The proposed Agreement would provide for a three (3) year term with two (2), one-year extensions. The CRA will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: The intent of this RFQ and the selection of a firm to provide the Town and/or the CRA with professional real estate brokerage services on an as needed basis. Prior to commencing with any work under this Agreement, if approved, would require a work authorization to be completed by both parties, which would include a scope of work, pricing, schedule to complete, etc.

The proposed Agreement was prepared by the CRA Administrator and reviewed by the proposed brokerage firm and the Town's Attorney.

Recommended Motion:

I move to approve Resolution 34-07-25 - Professional Real Estate Brokerage Services Agreement with Cushman & Wakefield US, Inc.; and authorize the Lake Park CRA Chair to execute the proposed Agreement.

RESOLUTION 34-07-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY APPROVING AN AGREEMENT WITH CUSHMAN & WAKEFIELD U.S., INC. FOR PROFESSIONAL REAL ESTATE BROKERAGE SERVICES; AND AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) competitively solicited Professional Real Estate Broker Services, pursuant the Town's Purchasing Policy and RFQ 110-2025; and,

WHEREAS, an Evaluation Committee for the CRA evaluated proposals from the firms that submitted proposals pursuant to the competitive solicitation of the CRA; and

WHEREAS, the Evaluation Committee ranked the proposals received and selected the top three ranked firms; and

WHEREAS, Cushman & Wakefield U.S., Inc. (the Firm) submitted a responsive proposal to the CRA and was ranked as one of the top three ranked firms; and,

WHEREAS, the CRA has elected to enter into an Agreement with the Firm.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The CRA hereby authorizes and directs the Chairman to execute an Agreement, a copy of which is incorporated herein by reference as Exhibit "A," with Cushman & Wakefield U.S., Inc., for the provision of Professional Real Estate Brokerage Services.

Section 3. This resolution shall become effective immediately upon execution.

AGREEMENT

THIS AGREEMENT is made by and between the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), a dependent special district of the Town of Lake Park, having an address of 535 Park Avenue, Lake Park, FL 33403 and Cushman & Wakefield, U.S., Inc., having an address of 3801 PGA Blvd., Suite 104, Palm Beach Gardens, FL 33410, hereinafter referred to as the “FIRM”.

WITNESSETH:

WHEREAS, the CRA competitively solicited proposals from firms to provide professional real estate broker services, pursuant to the Town of Lake Park’s Purchasing Policy and RFQ 110-2025; and,

WHEREAS, the FIRM submitted a responsive proposal to the CRA pursuant to RFQ 110-2025; and,

WHEREAS, the parties hereto have agreed to the terms and conditions recited herein ;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

RECITALS;

The above recitals are true and correct and are incorporated herein.

1.0 SCOPE OF SERVICES:

The FIRM shall provide the services described in **Exhibit “A”** attached hereto and incorporated herein.

2.0 AUTHORIZATION TO PROVIDE SERVICES AND COMPENSATION:

It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to the FIRM any work authorization. The CRA expressly reserves the right to issue any assignments to any other firm that the CRA has selected pursuant to its solicitation for services.

2.1 The CRA shall make assignments for services to the FIRM on a task basis. The CRA shall communicate assignments to the FIRM in writing, which shall include a description of the tasks to be performed. Upon receipt of the assignment, the FIRM shall generate a detailed Scope of Work, a Schedule, and, if applicable, a not-to-exceed-budget to accomplish the task based on the service fee or commissions set forth herein and provide a “Proposal” to the CRA for approval. The CRA will review the Proposal, and if acceptable will enter into a written “work order”.

2.2 FIRM agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CRA during the term of this AGREEMENT. All services provide shall be performed in accordance with this AGREEMENT and with any and all applicable law, professional standards and guidelines. FIRM shall perform its services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the services are performed.

3.0 TERM:

The term of this AGREEMENT term shall be three (3) years from the date of its execution by the parties The AGREEMENT term may be renewed for up to two (2) additional one (1) year renewal periods, upon the mutual written agreement of the PARTIES.

4.0 FUNDING:

This AGREEMENT or any amendments hereto shall be subject to the CRA's annual appropriation of funds.

5.0 NOTICES:

All notices or other written communications required, contemplated, or permitted under this AGREEMENT shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the CRA:

Allison Justice, CRA Administrator
CRA of Lake Park
535 Park Avenue
Lake Park, Florida 33403

As to the TOWN:

Vivian Mendez
Town Clerk
535 Park Avenue
Lake Park, Florida 33403

As to Cushman & Wakefield (FIRM):

Cushman & Wakefield U.S., Inc.
3801 PGA Blvd, Suite 104
Palm Beach Gardens, FL 33410
Attn: Wanda Riley

6.0 PUBLIC RECORDS:

6.1 With respect to public records, the Contactor is required to:

1. Keep and maintain public records required by the CRA to perform the service.
2. Upon the request of the CRA's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this AGREEMENT, and following completion of this FIRM if the Contactor does not transfer the records which are part of this AGREEMENT to the CRA.
4. Upon the completion of the term of the AGREEMENT, transfer, at no cost, to the CRA all public records in possession of the Contactor; or keep and maintain the public records associated with the services provided for in the AGREEMENT. If the Contactor transfers all public records to the CRA upon completion of the term of the AGREEMENT, the FIRM shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the FIRM keeps and maintains public records upon completion of the term of the AGREEMENT, the FIRM shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF THE CRA PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

7.0 EQUAL OPPORTUNITY/MBE PARTICIPATION:

- 7.1 The FIRM hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The FIRM shall take all measures necessary to effectuate these assurances.
- 7.2 The FIRM acknowledges that the CRA encourages the participation of minority owned, and women owned business enterprises in the CRA's procurement and contracting activity. Accordingly, the FIRM shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

8.0 INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS:

The FIRM shall maintain the following insurance coverages in the amounts specified below during the term of the AGREEMENT and any extensions thereof:

- 8.1 Workers' compensation insurance for all employees of the FIRM for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the FIRM.
- 8.2 The FIRM shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
 \$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
 \$1,000,000.00 Products/Completed Operations Aggregate
 \$5,000,000.00 General Aggregate
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 \$500,000.00 Damage to Premises Rented to You
- 8.3 The CRA shall be included as an additional named insured under the FIRM's Commercial General Liability policy, and a waiver of subrogation against the CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein shall be maintained during the term of the AGREEMENT, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the FIRM's submission of its bid documents which demonstrates that the FIRM maintains the required coverages shall be submitted to the CRA as a prerequisite to the execution of the AGREEMENT. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: "Should any of the above described policies be cancelled before the expiration date thereof, notice of such cancellation will be delivered in accordance with the policy provisions."

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Either party may terminate the AGREEMENT by providing 90 days advance written notice of its intention to do so.

10.0 NON-EXCLUSIVITY:

The award of this AGREEMENT shall not impose any obligation on the CRA to utilize the FIRM for all work within its profession for, which the CRA may requires said professional services during the term of the AGREEMENT. The CRA specifically reserves the right to concurrently AGREEMENT with other FIRMS who have been selected by the CRA pursuant to its solicitation of services.

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The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this AGREEMENT and in furtherance thereof may demand and obtain records and testimony from the FIRM. The FIRM understands and agrees that in addition to other remedies and consequences provided by law, the failure of the FIRM to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the CRA to be material breach of this AGREEMENT justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. FIRM acknowledges that its failure to cooperate with the Inspector General of Palm Beach County is a violation of Palm Beach Code, Section 2-421-2-440, and that it may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree-misdemeanor.

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12. GENERAL PROVISIONS:

- [BTJ1][BTJ2]12.3 In the event any provisions of this AGREEMENT shall conflict, or appear to conflict, the AGREEMENT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this AGREEMENT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

- 12.5 All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- 12.6 Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.7 This AGREEMENT may be amended only with the written approval of the parties.
- 12.8 This AGREEMENT states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this AGREEMENT. The FIRM recognizes that any representations, statements, or negotiations made by CRA staff do not suffice to legally bind the /CRA in a contractual relationship unless they have been reduced to writing and signed by an authorized CRA representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

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Town of Lake Park
Attn: Account Payable
535 Park Avenue
Lake Park, Florida 33403
accountpayable@lakeparkflorida.gov

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If either party is required to initiate a legal action, including appeals, to enforce this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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This AGREEMENT embodies the entire AGREEMENT and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter.

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This AGREEMENT may only be modified by written amendment executed by the parties hereto.

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If any part of this AGREEMENT is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

IN WITNESS WHEREOF, the parties hereto have made and execute this AGREEMENT as of the day and year last execute below.

ATTEST:

CRA:

By: _____
Vivian Mendez, TOWN/CRA Clerk

By: _____
Roger Michaud, Chair

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____

Thomas J. Baird, CRA Attorney

FIRM

By:  _____

Wanda Riley, Managing Principal-Florida

**Exhibit “A”
Scope of
Services**

The FIRM shall be responsible for assisting CRA with the following residential and commercial brokerage services:

- Develop strategies for acquisition, sale or lease of designated CRA-owned properties (including conducting studies of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise available properties for sale including the MLS;
- Distribute the materials to potential buyers via the appropriate form(s) of media and report results to the CRA on an agreed upon frequency;
- Participate in site tours of available property for potential buyers or tenants;
- Analyze offers from potential buyers or tenants and advise the CRA with respect to negotiations;
- Represent the CRA in negotiations with a prospective buyer/ tenant from the time of offer until closing;
- Recommend lease terms and conditions and assist the CRA in AGREEMENT negotiations;
- Coordinate real estate transaction closings;
- Handle all other customary activities and services associated with real estate transactions; Presentations at public meetings or internal meetings as required;
- Analyze offers from potential owners or sellers of both residential and commercial properties and advise the CRA with respect to negotiations;
- Represent the CRA in negotiations with an owner / seller from the time of offer until closing;
- Recommend purchase terms and conditions and assist the CRA in AGREEMENT negotiations;
- Handle all other customary activities and service associated with real estate transactions as requested by the CRA.

Exhibit B:

COST PROPOSAL

#	Item Name, Description, Etc.	Rate	Comments
1	Buyer Representative (Acquisitions)	4%	Commission paid by Seller.
2	Seller Representative (Dispositions)	4%	Commission paid by the Town.
3	Town as Landlord (Leasing)	6%	Commission paid by the Town. C&W to be responsible for any outside/co-broker (if any)
4	Town as Tenant (Leasing)	4%	Commission paid by Landlord/Owner
5	Strategic Consulting & Advisory Services		See Hourly Rate Schedule

HOURLY RATE SCHEDULE

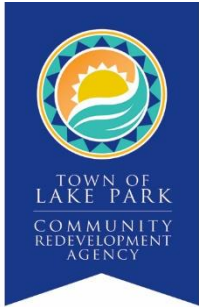
#	Job Title	Role/Qualification	Year 1 - 3
1	Executive Director	Project Governance/Executive Oversight	\$250
2	Senior Managing Director	Primary Point of Contact and Manager	\$200
3	Director	Assistant Manager, Deliverables	\$175
4	Associate Director	Primary Analysis, Deliverables	\$150
5	Associate	Research and Analysis, Deliverables	\$125
6	Financial Analysis/Research	Financial Analysis, Spreadsheets	\$100
7	Project Coordinator	Assistant	\$90
8	Administrative	Graphics, Deliverables, Clerical	\$75

FIXED RATE SCHEDULE PROJECT/DELIVERABLE

#	Job Project	Fixed Rate	Not to Exceed
1	Independent Marketing Analysis	\$1,500	\$2,500
2	Broker Opinion of Value ("BOV")	\$500	\$1,500
3	Real Estate Transaction Report	\$2,500	\$2,750

ADDITIONAL CONSIDERATIONS

- » Marketing Costs will be the responsibility of Broker (Cushman & Wakefield).
- » No additional payments will be made over and above the agreed upon commission rate for any reason and no payment will be made or due if property is not sold during the contract period.
- » It is expressly understood that Cushman & Wakefield is entitled to receive compensation under this Contract only in the event a transaction is fully and unconditionally executed and approved by the Town.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2025
Originating Department: Community Redevelopment Agency (CRA)
Agenda Title: Resolution 35-07-25 to approve a contract with RMA Real Estate, LLC for Professional Real Estate Brokerage Services

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Cost of Item: \$.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Resolution, Agreement

Please initial one:

_____ Yes I have notified everyone
 AJ _____ Not applicable in this case

Summary Explanation/Background:

On March 6, 2025, the Town and the Lake Park CRA issued a Request for Qualifications (RFQ) for Professional Real Estate Brokerage Services (RFQ #110-2025). The intent of this RFQ was to select a brokerage firm (or multiple firms) to assist both the Town and the CRA with the sale, lease and/or purchase of properties on an as needed basis.

Following the closing of the RFQ on May 16, 2025, the Town and the CRA received qualification packages from five (5) firms:

1. Colliers International Florida
2. Cushman & Wakefield

3. The Urban Group
4. RMA Real Estate
5. Inter Related Construction Services Corp

An Evaluation Committee met on June 5, 2025 and consisted of Allison Justice, CRA Administrator, Bambi Turner, Assistant Town Manager and Nadia DiTommaso, Community Development Director.

The evaluation committee reviewed all qualification packages and ranked all firms based on various evaluation criteria, including but not limited to Public Sector Experience and similar projects, knowledge of the local real estate market and pricing. As a result, the top three (3) firms are being recommended to the CRA Board to negotiate professional real estate brokerage services agreements with each firm.

The top three (3) firms recommended under the RFQ #110-2025 are as follows:

1. Colliers International Florida
2. Cushman & Wakefield US, Inc.
3. RMA Real Estate Services

A Notice to Negotiate with RMA Real Estate, LLC was prepared and published on June 5, 2025. As of this publishing, no protests have been filed.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 110-2025 and published addendums and the RFQ Advertisement.

If approved, the Lake Park CRA Board would accept RMA Real Estate, LLCs approved pricing, including all terms, conditions and pricing therein. The proposed Agreement would provide for a three (3) year term with two (2), one-year extensions. The CRA will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: The intent of this RFQ and the selection of a firm to provide the Town and/or the CRA with professional real estate brokerage services on an as needed basis. Prior to commencing with any work under this Agreement, if approved, would require a work authorization to be completed by both parties, which would include a scope of work, pricing, schedule to complete, etc.

The proposed Agreement was prepared by the CRA Administrator and reviewed by the proposed brokerage firm and the Town's Attorney.

Recommended Motion:

I move to approve Resolution 35-07-25 - Professional Real Estate Brokerage Services Agreement with RMA Real Estate, LLC.; and authorize the Lake Park CRA Board Chair to execute the proposed Agreement.

RESOLUTION 35-07-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY APPROVING AN AGREEMENT WITH RMA REAL ESTATE SERVICES, LLC. FOR PROFESSIONAL REAL ESTATE BROKERAGE SERVICES; AND AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) competitively solicited Professional Real Estate Broker Services, pursuant the Town's Purchasing Policy and RFQ 110-2025; and,

WHEREAS, an Evaluation Committee for the CRA evaluated proposals from the firms that submitted proposals pursuant to the competitive solicitation of the CRA; and

WHEREAS, the Evaluation Committee ranked the proposals received and selected the top three ranked firms; and

WHEREAS, the RMA Real Estate Services, LLC. (the Firm) submitted a responsive proposal to the CRA and was ranked as one of the top three highest ranked firms; and,

WHEREAS, the CRA has elected to enter into an Agreement with the Firm.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The CRA hereby authorizes and directs the Chairman to execute an Agreement with RMA Real Estate Services, LLC. for the provision of Professional Real Estate Brokerage Services, a copy of which is incorporated by reference as Exhibit A.

Section 3. This resolution shall become effective immediately upon execution.

AGREEMENT

THIS AGREEMENT is made by and between the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), a dependent special district of the Town of Lake Park having an address of 535 Park Avenue, Lake Park, FL 33403 and RMA Real Estate Services, LLC, having an address of 2301 E. Atlantic Blvd., Pompano Beach, FL 33062, hereinafter referred to as the “FIRM”.

WITNESSETH:

WHEREAS, the CRA competitively solicited proposals from firms to provide professional real estate broker services, pursuant to the Town of Lake Park’s Purchasing Policy and RFQ 110-2025; and,

WHEREAS, the FIRM submitted a responsive proposal to the CRA pursuant to RFQ 110-2025; and,

WHEREAS, the parties hereto have agreed to the terms and conditions recited herein ;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

RECITALS;

The above recitals are true and correct and are incorporated herein.

1.0 SCOPE OF SERVICES:

The FIRM shall provide the services described in **Exhibit “A”** attached hereto and incorporated herein.

2.0 AUTHORIZATION TO PROVIDE SERVICES AND COMPENSATION:

It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to the FIRM any work authorization. The CRA expressly reserves the right to issue any assignments to any other firm that the CRA has selected pursuant to its solicitation for services.

2.1 The CRA shall make assignments for services to the FIRM on a task basis. The CRA shall communicate assignments to the FIRM in writing, which shall include a description of the tasks to be performed. Upon receipt of the assignment, the FIRM shall generate a detailed Scope of Work, a Schedule, and, if applicable, a not-to-exceed-budget to accomplish the task based on the service fee or commissions set forth herein and provide a “Proposal” to the CRA for approval. The CRA will review the Proposal, and if acceptable will enter into a written “work order”.

2.2 FIRM agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CRA during the term of this AGREEMENT. All services provided shall be performed in accordance with this AGREEMENT and with any and all applicable law, professional standards and guidelines. FIRM shall perform its services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the services are performed.

3.0 TERM:

The term of this AGREEMENT term shall be three (3) years from the date of its execution by the parties. The AGREEMENT term may be renewed for up to two (2) additional one (1) year renewal periods, upon the mutual written agreement of the PARTIES.

4.0 FUNDING:

This AGREEMENT or any amendments hereto shall be subject to the CRA's annual appropriation of funds.

5.0 NOTICES:

All notices or other written communications required, contemplated, or permitted under this AGREEMENT shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the CRA:

Allison Justice, CRA Administrator
CRA of Lake Park
535 Park Avenue
Lake Park, Florida 33403

As to the TOWN:

Vivian Mendez
Town Clerk
535 Park Avenue
Lake Park, Florida 33403

As to RMA Real Estate Services (FIRM):

RMA Real Estate Services, LLC
2301 E. Atlantic Blvd.
Pompano Beach, FL 33036
Attn: Christopher J. Brown

6.0 PUBLIC RECORDS:

6.1 With respect to public records, the Contactor is required to:

1. Keep and maintain public records required by the CRA to perform the service.
2. Upon the request of the CRA's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this AGREEMENT, and following completion of this FIRM if the Contactor does not transfer the records which are part of this AGREEMENT to the CRA.
4. Upon the completion of the term of the AGREEMENT, transfer, at no cost, to the CRA all public records in possession of the Contactor; or keep and maintain the public records associated with the services provided for in the AGREEMENT. If the Contactor transfers all public records to the CRA upon completion of the term of the AGREEMENT, the FIRM shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the FIRM keeps and maintains public records upon completion of the term of the AGREEMENT, the FIRM shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF THE CRA PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

7.0 EQUAL OPPORTUNITY/MBE PARTICIPATION:

- 7.1 The FIRM hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The FIRM shall take all measures necessary to effectuate these assurances.
- 7.2 The FIRM acknowledges that the CRA encourages the participation of minority owned, and women owned business enterprises in the CRA's procurement and contracting activity. Accordingly, the FIRM shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

8.0 INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS:

The FIRM shall maintain the following insurance coverages in the amounts specified below during the term of the AGREEMENT and any extensions thereof:

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By: _____
Vivian Mendez, TOWN/CRA Clerk

By: _____
Roger Michaud, Chair

**APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, CRA Attorney

FIRM

By: _____

Name/Title:

**CHRISTOPHER J BROWN AS
 MANAGING MEMBER**

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Scope of
Services**

The FIRM shall be responsible for assisting CRA with the following residential and commercial brokerage services:

- Develop strategies for acquisition, sale or lease of designated CRA-owned properties (including conducting studies of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise available properties for sale including the MLS;
- Distribute the materials to potential buyers via the appropriate form(s) of media and report results to the CRA on an agreed upon frequency;
- Participate in site tours of available property for potential buyers or tenants;
- Analyze offers from potential buyers or tenants and advise the CRA with respect to negotiations;
- Represent the CRA in negotiations with a prospective buyer/ tenant from the time of offer until closing;
- Recommend lease terms and conditions and assist the CRA in AGREEMENT negotiations;
- Coordinate real estate transaction closings;
- Handle all other customary activities and services associated with real estate transactions; Presentations at public meetings or internal meetings as required;
- Analyze offers from potential owners or sellers of both residential and commercial properties and advise the CRA with respect to negotiations;
- Represent the CRA in negotiations with an owner / seller from the time of offer until closing;
- Recommend purchase terms and conditions and assist the CRA in AGREEMENT negotiations;
- Handle all other customary activities and service associated with real estate transactions as requested by the CRA.

Exhibit B:

FEE SCHEDULE

A. Commission Rate for Listing and Selling of Properties

The Seller agrees to pay Broker a sales commission for any closed sale of a Property resulting from a written offer that Broker receives, provided Seller listed that Property with Broker under a Sales Addendum. Seller shall pay a commission in the amount of four percent (4%) of the gross sales price to RMA Real Estate Services upon the sale of all or part of any identified properties. In the event that another licensed real estate Broker is involved in any transaction, the commission shall be five percent (5%) of the gross sales price, with both firms splitting the commission equally ($5\% \div 2 = 2.5\%$ per firm).

For the avoidance of doubt, Broker shall not be entitled to the Commission or any portion thereof in the event that a closing of the subject Property does not take place. Notwithstanding any provisions set forth in this Agreement or a Sales Addendum, Broker's authorization to enter into final negotiations with a prospective purchaser on behalf of Seller, and Broker's entitlement to a commission, are subject to the closing of the sale in accordance with its terms and each of the following:

- ▶ Seller authorizes Broker to divide the commission with any other licensed real estate Broker or Brokers, including a Broker acting as a Broker for a buyer, in any proportion that is acceptable to Broker and to Seller, provided that in no event shall Seller be obligated to pay Broker or others more than the commission. The commission must be disclosed on the settlement statement at the closing of the sale of the property.
- ▶ Broker agrees to be responsible for and to defend indemnity and hold Seller, its public officers, employees and agents, harmless from and against, and shall reimburse it or them for any losses, damages, costs, deficiencies, claims, causes of action, liabilities or expenses of any nature (including reasonable attorneys' fees) incurred by Seller that arise or results from, or that are in connection with any compensation, commission, Brokerage fees or other charges claimed by any other Brokers or finders, including cooperating Brokers, relating to any sale of a property as to which Broker has earned compensation under this Agreement.
- ▶ In no event shall Seller be obligated to pay commissions, fees, or other compensation that violates federal, state, or local law or regulation applicable in the jurisdiction of in which the property is located.

B. Contract Rate for Managing the Leasing of Properties

For leases, the Broker shall receive a commission equal to two percent (2%) of the lease, due at the time the lease is fully executed.

C. Fee for Evaluation of Properties

A Broker's Opinion of Value (BOV) is offered to the Client for \$2,500, per property.

D. Other Costs Relating to Real Estate Services

Base Compensation Per Property

If/when the Client shows interest in acquiring a property, the Broker will be compensated, per subject property for his research and advice to the Client, unless the Client and Seller successfully execute a close. Services will be billed based on the hourly rate schedule attached, and not to exceed a fee of \$7,500 per subject property.

In the event the Client successfully closes on the subject property(ies), the Broker shall be compensated based on the terms expressed under Commission Rates.

It is understood that the property owner may pay a commission to the Broker representing the Town or CRA of Lake Park. If the Seller pays a commission that exceeds \$7,500, the Broker will subtract up to \$7,500 from the charges owed to the Broker by the Town or CRA of Lake Park.

Real Estate Services Performed by a Third Party

The following services would be coordinated by the Broker but executed by a separate entity, at the Client's expense (list not exhaustive):

- ▶ Appraisal services: collect AMI appraisals and cost estimates as preliminary measures before advertising for sale/submitting offer for purchase.
- ▶ Phase 1 environmental surveys.
- ▶ Land surveys.
- ▶ Obtain a title attorney for title searches, title commitments, and owner's title policies for closings.

E. Supplemental Redevelopment Consultation

Any additional work or services beyond the scope of the Task or Work Authorization, such as those related to redevelopment consultation, will be billed based on the RMA Hourly Rate Schedule. For instance, services including but not limited to:

- ▶ Consultation for Public-Private Partnerships (P3s) and Development Agreements
- ▶ Parking Consultation
- ▶ Economic Development
- ▶ Business Attraction & Marketing
- ▶ Urban Design & Planning
- ▶ Engineering

RMA HOURLY RATE SCHEDULE

PROFESSIONAL SERVICE

HOURLY RATE

ECONOMIC DEVELOPMENT

Economic Development Assistant	\$95.00
Economic Development Coordinator	\$135.00
Economic Development Manager	\$175.00
Economic Development Market Analyst	\$165.00
Director - Economic Development	\$220.00

REAL ESTATE & PARKING

Real Estate Research Assistant	\$95.00
Sales Associate	\$110.00
Sr. Broker	\$195.00
Director - Real Estate	\$220.00

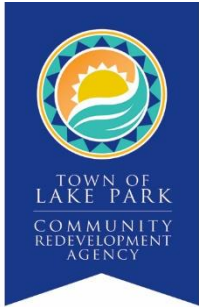
BUSINESS ATTRACTION & MARKETING

Graphic Designer	\$105.00
Creative Director	\$175.00
Photographer/Videographer	\$175.00
Marketing Manager	\$165.00
Sr. Marketing Manager	\$175.00
Tourism Specialist	\$185.00
Director - Business Attraction & Marketing	\$220.00

PROJECT MANAGEMENT

Project Manager I	\$150.00
Project Manager II	\$170.00
Sr. Project Manager	\$195.00
Principal	\$325.00

Effective January 2025 (These rates are subject to a 5% annual increase).



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2025
Originating Department: Community Redevelopment Agency (CRA)
Agenda Title: Resolution 36-07-25 - Professional Real Estate Brokerage Services Agreement - Colliers International Florida, LLC

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Cost of Item: \$.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Resolution, Agreement

Please initial one:

_____ Yes I have notified everyone
 AJ _____ Not applicable in this case

Summary Explanation/Background:

On March 6, 2025, the Town and the Lake Park CRA issued a Request for Qualifications (RFQ) for Professional Real Estate Brokerage Services (RFQ #110-2025). The intent of this RFQ was to select a brokerage firm (or multiple firms) to assist both the Town and the CRA with the sale, lease and/or purchase of properties on an as needed basis.

Following the closing of the RFQ on May 16, 2025, the Town and the CRA received qualification packages from five (5) firms:

1. Colliers International Florida
2. Cushman & Wakefield

3. The Urban Group
4. RMA Real Estate
5. Inter Related Construction Services Corp

An Evaluation Committee met on June 5, 2025 and consisted of Allison Justice, CRA Administrator, Bambi Turner, Assistant Town Manager and Nadia DiTommaso, Community Development Director.

The evaluation committee reviewed all qualification packages and ranked all firms based on various evaluation criteria, including but not limited to Public Sector Experience and similar projects, knowledge of the local real estate market and pricing. As a result, the top three (3) firms are being recommended to the CRA Board to negotiate professional real estate brokerage services agreements with each firm.

The top three (3) firms recommended under the RFQ #110-2025 are as follows:

1. Colliers International Florida
2. Cushman & Wakefield US, Inc.
3. RMA Real Estate Services

A Notice to Negotiate with the Colliers International Florida, LLC was prepared and published on June 5, 2025. As of this publishing, no protests have been filed.

Note: Various documents related to this RFQ process are either attached and/or available for review by contacting the Town Clerk's Office, including, but not limited to, Notice to Negotiate, final scoring matrix, RFQ 110-2025 and published addendums and the RFQ Advertisement.

If approved, the Lake Park CRA Board would accept Colliers International Florida, LLCs approved pricing, including all terms, conditions and pricing therein. The proposed Agreement would provide for a three (3) year term with two (2), one-year extensions. The CRA will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: The intent of this RFQ and the selection of a firm to provide the Town and/or the CRA with professional real estate brokerage services on an as needed basis. Prior to commencing with any work under this Agreement, if approved, would require a work authorization to be completed by both parties, which would include a scope of work, pricing, schedule to complete, etc.

The proposed Agreement was prepared by the CRA Administrator and reviewed by the proposed brokerage firm and the Town's Attorney.

Recommended Motion:

I move to approve Resolution 36-07-25 - Professional Real Estate Brokerage Services Agreement with Colliers International Florida, LLC, and authorize the Lake Park CRA Board Chair to execute the proposed Agreement.

RESOLUTION 36-07-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY APPROVING AN AGREEMENT WITH COLLIERS INTERNATIONAL FLORIDA, LLC. FOR PROFESSIONAL REAL ESTATE BROKERAGE SERVICES; AND AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) competitively solicited Professional Real Estate Broker Services, pursuant the Town's Purchasing Policy and RFQ 110-2025; and,

WHEREAS, an Evaluation Committee for the CRA evaluated proposals from the firms that submitted proposals pursuant to the competitive solicitation of the CRA; and

WHEREAS, the Evaluation Committee ranked the proposals received and selected the top three ranked firms; and

WHEREAS, the Colliers International Florida, LLC. (the Firm) submitted a responsive proposal to the CRA and was ranked as one of the top three highest ranked firms; and,

WHEREAS, the CRA has elected to enter into an Agreement with the Firm.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The CRA hereby authorizes and directs the Chairman to execute an Agreement with Colliers International Florida, LLC. for the provision of Professional Real Estate Brokerage Services, a copy of which is incorporated by reference as Exhibit A.

Section 3. This resolution shall become effective immediately upon execution.

AGREEMENT

THIS AGREEMENT is made by and between the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), a dependent special district of the Town of Lake Park having an address of 535 Park Avenue, Lake Park, FL 33403 and Colliers International Florida, LLC, having an address of 901 Northpoint Parkway, Suite 109, West Palm Beach, FL 33401, hereinafter referred to as the “FIRM”.

WITNESSETH:

WHEREAS, the CRA competitively solicited proposals from firms to provide professional real estate broker services, pursuant to the Town of Lake Park’s Purchasing Policy and RFQ 110-2025; and,

WHEREAS, the FIRM submitted a responsive proposal to the CRA pursuant to RFQ 110-2025; and,

WHEREAS, the parties hereto have agreed to the terms and conditions recited herein ;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

RECITALS;

The above recitals are true and correct and are incorporated herein.

1.0 SCOPE OF SERVICES:

The FIRM shall provide the services described in **Exhibit “A”** attached hereto and incorporated herein.

2.0 AUTHORIZATION TO PROVIDE SERVICES AND COMPENSATION:

It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to the FIRM any work authorization. The CRA expressly reserves the right to issue any assignments to any other firm that the CRA has selected pursuant to its solicitation for services.

2.1 The CRA shall make assignments for services to the FIRM on a task basis. The CRA shall communicate assignments to the FIRM in writing, which shall include a description of the tasks to be performed. Upon receipt of the assignment, the FIRM shall generate a detailed Scope of Work, a Schedule, and, if applicable, a not-to-exceed-budget to accomplish the task based on the service fee or commissions set forth herein and provide a “Proposal” to the CRA for approval. The CRA will review the Proposal, and if acceptable will enter into a written “work order”.

2.2 FIRM agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CRA during the term of this AGREEMENT. All services provide shall be performed in accordance with this AGREEMENT and with any and all applicable law, professional standards and guidelines. FIRM shall perform its services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the services are performed.

3.0 TERM:

The term of this AGREEMENT term shall be three (3) years from the date of its execution by the parties The AGREEMENT term may be renewed for up to two (2) additional one (1) year renewal periods, upon the mutual written agreement of the PARTIES.

4.0 FUNDING:

This AGREEMENT or any amendments hereto shall be subject to the CRA's annual appropriation of funds.

5.0 NOTICES:

All notices or other written communications required, contemplated, or permitted under this AGREEMENT shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the CRA:

Allison Justice, CRA Administrator
CRA of Lake Park
535 Park Avenue
Lake Park, Florida 33403

As to the TOWN:

Vivian Mendez
Town Clerk
535 Park Avenue
Lake Park, Florida 33403

As to Colliers International Florida, LLC (FIRM):

Colliers South Florida
901 Northpoint Pkwy., Suite 109
West Palm Beach, FL 33401
Attn: Brooke Mosier

6.0 PUBLIC RECORDS:

6.1 With respect to public records, the Contactor is required to:

1. Keep and maintain public records required by the CRA to perform the service.
2. Upon the request of the CRA's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
3. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this AGREEMENT, and following completion of this FIRM if the Contactor does not transfer the records which are part of this AGREEMENT to the CRA.
4. Upon the completion of the term of the AGREEMENT, transfer, at no cost, to the CRA all public records in possession of the Contactor; or keep and maintain the public records associated with the services provided for in the AGREEMENT. If the Contactor transfers all public records to the CRA upon completion of the term of the AGREEMENT, the FIRM shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the FIRM keeps and maintains public records upon completion of the term of the AGREEMENT, the FIRM shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF THE CRA PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

7.0 EQUAL OPPORTUNITY/MBE PARTICIPATION:

- 7.1 The FIRM hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The FIRM shall take all measures necessary to effectuate these assurances.
- 7.2 The FIRM acknowledges that the CRA encourages the participation of minority owned, and women owned business enterprises in the CRA's procurement and contracting activity. Accordingly, the FIRM shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

8.0 INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS:

The FIRM shall maintain the following insurance coverages in the amounts specified below during the term of the AGREEMENT and any extensions thereof:

- 8.1 Workers' compensation insurance for all employees of the FIRM for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the FIRM.
- 8.2 The FIRM shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
 \$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
 \$1,000,000.00 Products/Completed Operations Aggregate
 \$5,000,000.00 General Aggregate
 \$1,000,000.00 Personal and Advertising Injury
 \$500,000.00 Damage to Premises Rented to You
- 8.3 The CRA shall be included as an additional named insured under the FIRM's Commercial General Liability policy, and a waiver of subrogation against the CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein shall be maintained during the term of the AGREEMENT, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the FIRM's submission of its bid documents which demonstrates that the FIRM maintains the required coverages shall be submitted to the CRA as a prerequisite to the execution of the AGREEMENT. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: "Should any of the above described policies be cancelled before the expiration date thereof, notice of such cancellation will be delivered in accordance with the policy provisions."

9.0 TERMINATION:

Either party may terminate the AGREEMENT by providing 90 days advance written notice of its intention to do so.

10.0 NON-EXCLUSIVITY:

The award of this AGREEMENT shall not impose any obligation on the CRA to utilize the FIRM for all work within its profession for, which the CRA may requires said professional services during the term of the AGREEMENT. The CRA specifically reserves the right to concurrently AGREEMENT with other FIRMS who have been selected by the CRA pursuant to its solicitation of services.

11.0 OFFICE OF THE INSPECTOR GENERAL:

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this AGREEMENT and in furtherance thereof may demand and obtain records and testimony from the FIRM. The FIRM understands and agrees that in addition to other remedies and consequences provided by law, the failure of the FIRM to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the CRA to be material breach of this AGREEMENT justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. FIRM acknowledges that its failure to cooperate with the Inspector General of Palm Beach County is a violation of Palm Beach Code, Section 2-421-2-440, and that it may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree-misdemeanor.

11.0 RELATIONSHIP BETWEEN THE PARTIES:

- 11.1 The FIRM is an independent FIRM and is not an employee or agent of the CRA. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent FIRM, between the CRA and the FIRM.
- 11.2 The FIRM shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT without the prior written consent of the CRA. Any attempted assignment in violation of this provision shall be void.
- 11.3 The FIRM shall not pledge the CRA's credit or make the CRA a guarantor of payment or surety for any AGREEMENT, debt, obligation, judgment, lien, or any form of indebtedness.

12. GENERAL PROVISIONS:

- [BTJ1][BTJ2]12.3 In the event any provisions of this AGREEMENT shall conflict, or appear to conflict, the AGREEMENT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this AGREEMENT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

- 12.5 All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- 12.6 Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.7 This AGREEMENT may be amended only with the written approval of the parties.
- 12.8 This AGREEMENT states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this AGREEMENT. The FIRM recognizes that any representations, statements, or negotiations made by CRA staff do not suffice to legally bind the /CRA in a contractual relationship unless they have been reduced to writing and signed by an authorized CRA representative. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

13.0 INVOICING AND PAYMENT:

- 13.1 The FIRM's invoices shall be emailed or mailed to the following address:

Finance Department
Town of Lake Park
Attn: Account Payable
535 Park Avenue
Lake Park, Florida 33403
accountpayable@lakeparkflorida.gov

- 13.2 Invoices for fees or other compensation for services or expenses shall be submitted to the CRA in detail sufficient for a proper pre-audit and post-audit thereof. All invoices for services shall be accompanied by an appropriate invoice. This appropriate invoice shall include the work order number, the original value of the work order, the amount of work billed to date, the amount of the current invoice and the amount remaining for the work order.
- 13.3 Travel expenses shall only be paid on a reimbursement basis, and only when authorized by the CRA. The FIRM shall submit all documentation, including receipts in order to be entitled to reimbursement in accordance with Section 112.061, Florida Statutes.

- 13.4 Records of costs incurred under terms of this AGREEMENT shall be maintained and made available upon request to the CRA at all times during the term of this AGREEMENT and for three years after final payment for any of the work orders have been made. Copies of these records shall be promptly furnished to the CRA upon written request.
- 13.5 Records of costs incurred shall include the FIRM's general accounting records and the project records, together with supporting documents and records, of the FIRM considered necessary by the TOWN/CRA for a proper audit of project costs.
- 13.6 The CRA shall pay the full amount of the invoice within 30 days of receipt, upon acceptance of the work by the CRA's assigned project manager.

14.0 GOVERNING LAW:

This AGREEMENT shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

15.0 ATTORNEY FEES:

If either party is required to initiate a legal action, including appeals, to enforce this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

16.0 ENTIRE AGREEMENT:

This AGREEMENT embodies the entire AGREEMENT and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter.

17.0 AMENDMENTS:

This AGREEMENT may only be modified by written amendment executed by the parties hereto.

18.0 SEVERABILITY:

If any part of this AGREEMENT is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

IN WITNESS WHEREOF, the parties hereto have made and execute this AGREEMENT as of the day and year last execute below.

ATTEST:

CRA:

By:_____
Vivian Mendez, TOWN/CRA Clerk

By:_____
Roger Michaud, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:_____
Thomas J. Baird, CRA Attorney

FIRM

By:_____

Name/Title:

Exhibit “A”
Scope of
Services

The FIRM shall be responsible for assisting CRA with the following residential and commercial brokerage services:

- Develop strategies for acquisition, sale or lease of designated CRA-owned properties (including conducting studies of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise available properties for sale including the MLS;
- Distribute the materials to potential buyers via the appropriate form(s) of media and report results to the CRA on an agreed upon frequency;
- Participate in site tours of available property for potential buyers or tenants;
- Analyze offers from potential buyers or tenants and advise the CRA with respect to negotiations;
- Represent the CRA in negotiations with a prospective buyer/ tenant from the time of offer until closing;
- Recommend lease terms and conditions and assist the CRA in AGREEMENT negotiations;
- Coordinate real estate transaction closings;
- Handle all other customary activities and services associated with real estate transactions; Presentations at public meetings or internal meetings as required;
- Analyze offers from potential owners or sellers of both residential and commercial properties and advise the CRA with respect to negotiations;
- Represent the CRA in negotiations with an owner / seller from the time of offer until closing;
- Recommend purchase terms and conditions and assist the CRA in AGREEMENT negotiations;
- Handle all other customary activities and service associated with real estate transactions as requested by the CRA.

Exhibit B:

TAB 4a-d Fee Schedule

Item 5.

- State your commission rate for listing and selling of properties.
- State your contract rate for managing the leasing of properties.
- State your fee for evaluation of properties.
- State any other costs the CRA/Town may anticipate relating to the real estate services to be provided.

a. State your commission rate for listing and selling of properties.

Seller Representative	Rate	Buyer Representative
Sales less than or equal to \$3,000,000	5%	Colliers will look to Seller for payment, in the event Seller will not pay, CRA/Town will pay Commission per the Seller Representative chart to the left.
Sales between \$3,000,001 and \$6,000,000	4%	
Sales between \$6,000,001 and \$10,000,000	3%	
Sales greater than \$10,000,001	2%	

b. State your contract rate for managing the leasing of properties.

Leasing Representation	Rate	Commission
CRA/Town Landlord Representation	6%	Commission paid by CRA/Town. Colliers to be responsible for any outside/co-broker (if any).
CRA/Town as Tenant Representation	4%	Commission paid by Landlord/Owner

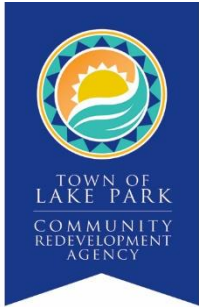
c. State your fee for evaluation of properties.

Appraisals will range from \$3,500-\$5,500 depending on the complexity of the project.

d. State any other costs the CRA/Town may anticipate relating to the real estate services to be provided.

Colliers is available on an as needed basis for Advisory Services / Consulting projects on an hourly basis.

Role/Qualification	Rate
Primary Point of Contact and Brokerage Professionals	\$200
Research	\$125
Financial Analyst	\$125
Administrative	\$75



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2025
Originating Department: CRA
Agenda Title: Discussion (Continued) - Requested Sale of Lake Park CRA Property - 800 Park Avenue

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.):

Cost of Item: \$0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: _____

Please initial one:

_____ Yes I have notified everyone
 AJ _____ Not applicable in this case

Summary Explanation/Background:

On June 4, 2025, the CRA Board discussed the potential sale of the 800 Park Avenue building, with many of the questions related to the timing of a proposed property sale versus the purchase or lease of another location to serve as the CRA offices.

One Board member felt the building was significant for the town and didn't think it was an appropriate time to dispose and others had a desire to locate a building for purchase (preferably) prior to listing the property for disposal.

Board member Thomas was absent.

Board members agreed that the recreation department was better located within Kelsey Park, so they will begin working on the addition of a bathroom to the Pro Shop building. There will also be multiple opportunities for recreational activities within the park.

CRA Administrator mentioned that, if approved, any property leased or purchased by the CRA would be within CRA boundaries and that a purchase of property or entering into a lease would happen concurrently with negotiations for disposal of the 800 Park Avenue building. Below is a list of potential properties currently available within the CRA (as listed on LoopNet), which may or may not be an exhaustive list. Additional properties will be explored with a real estate professional.

FOR SALE:

1. 1001 W. Jasmine Dr. – Condo within Branet Square 1,100 SF - \$375,000
2. 359 10th Street: 6,600 SF: \$1,500,000 *future redevelopment site & CRA could lease out some office space. Appraised at \$1,250,000 in 2024

FOR LEASE:

1. 1249 10th St – Camila Square: 2,796 SF - \$25/SF = \$69,900 annually
2. 796 10th St – Liberty Square: 1,500SF - \$32/SF = \$48,000 annually
3. 1133 Old Dixie Hwy: 2,100 SF - \$17.14/SF = \$36,000 annually

As noted during the June 4, 2025 CRA Board Meeting, the CRA received an unsolicited proposal for the purchase of 800 Park Avenue on February 14, 2025. Subsequently, the CRA Board, sitting as the Town Commission directed staff to look into the logistics of considering a proposal to sell the 800 Park Avenue building, considering it currently houses several Town and CRA offices and activities. The following presentation will outline the current services and options for solutions should the property be sold. Should the CRA Board consider disposition of the property, a Notice to Dispose of property shall be published to allow for other potential proposals.

800 Park Avenue:

Purchased by the Town:	July 7, 2009 - \$293,000
Owner:	Lake Park CRA
Appraisals:	Appraisal 1 - \$575,000
	Appraisal 2 - \$600,000

Current Uses:

1. CRA Office (2 Staff)
2. Recreation Supervisor (1 Staff)
3. Video Equipment
4. Palm Beach County Fiber Optic Service
5. Town of Lake Park Summer Camp – 8 weeks from June to August each summer. Camp can only hold 20 students and 4 camp counselors.

Constraints for current uses:

- No privacy for offices or conference space and limited office space
- Camp displaces CRA Staff for 8 weeks
- Additional CRA Staff will be hired with no current office location

- Limited camp and classes due to CRA offices and building limitations
- Not the highest and best use for Park Avenue and the current use does not align with the goals within the CRA Plan

With the current uses listed above, should the 800 Park Ave. building be sold, certain considerations and recommendations for solutions were explored:

1. Where would the offices relocate?
2. What happens to summer camp?
3. What building infrastructure would need to be relocated/removed?

1. Where would the offices relocate?

- a. **Recreation Supervisor:** The Recreation Supervisor can relocate to the Pro Shop located in Kelsey Park, which is currently used as a storage room for the soccer program but will be moved back to Bert Bostrom Park in August 2025.
 - i. **PROS:** Moving to the Pro Shop will help the Recreation Supervisor monitor the activities in the park, including the tennis and pickleball courts, indoor pavilion, playground, fitness trail, future splash pad, as well as the public restrooms. In addition, it would give the Recreation Supervisor the opportunity to implement the youth, adult and senior programs that we are currently unable to do because of the shared office with the CRA
 - ii. **CHALLENGES:** The disadvantage of moving to the Pro Shop is that it does not have a restroom. Currently, there is plumbing located near the ice machine that could be used to renovate the office and install an ADA compliant restroom. This could be useful for the Recreation Supervisor, election volunteers, recreation program instructors and summer camp.
 - iii. **COST:** ADA restroom \$6,000.00 - \$8,000.00.
- b. **CRA Staff:** CRA would need to purchase or lease space for future CRA offices. Office needs are approximately 1,000-1,500 SF with a restroom, meeting area and office space that can be divided.
 - i. **PROS:** Dedicated CRA office, not shared with Summer Camp and Recreation
 - ii. **CHALLENGES:** Locating an ideal space within the CRA
 - iii. **COST:** Lease Rates: \$20-30 per SF, Purchase: TBD
 - CRA will have revenues from the sale of 800 Park Avenue

2. What happens to Summer Camp?

- a. **Option 1: Host Summer Camp in the Indoor Pavilion in Kelsey Park**
 - i. **PROS:** Would allow Lake Park Summer Camp to continue as-is until a future Community Center is in place
 - ii. **CHALLENGES:** Limited to only 20 campers and could not use all of the games, activities and equipment that are currently in the Recreation Building. In order to

be eligible for the 2026 Palm Beach County Summer Scholarship Program, we would need to add a private restroom, install a temporary closure for the back patio and have everything in place by January 1, 2026. Currently, 65% of our campers are a part of the PBC Scholarship Program, which makes up 80% of our revenue from summer camp.

- b. **Option 2:** Use the budgeted summer camp funds to partner with Lake Park Elementary to host a regular summer camp at the school. Lake Park Elementary staff has notified the Special Events Department that they anticipate losing some of their funding for next year's summer camp. Partnering with the Town will allow the school to continue serving Lake Park residents.
- c. **Option 3:** Use the budgeted summer camp funds to host weekly sports camps (soccer, tennis, pickleball, basketball, etc.) in Bert Bostrom Park and Kelsey Park.
- d. **Option 4:** Use the budgeted summer camp funds to provide scholarships for Lake Park residents to attend other local camps.
 - i. **PROS** (Options 2-4): Allows Lake Park residents to have access to a local camp
 - ii. **CHALLENGES:** Eliminates eligibility for the Palm Beach County Summer Scholarship Program until a future Community Center is built or other location is located within the Town.

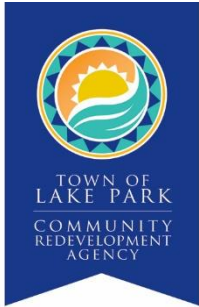
3. **What building infrastructure would need to be relocated/removed?**

Currently the 800 Park Avenue Building has Palm Beach County fiber optic for a Town connection running into the building. This fiber would need to be removed or capped off. The video surveillance equipment would need to also be relocated.

Although there are challenges to considering the disposal of 800 Park Avenue as listed above, there are some benefits to considering this as well, including activating a business along Park Avenue. Should the CRA Board decide to keep the 800 Park Avenue building for the time being staff would recommend changes to the current uses since the space in its current form and function is unsatisfactory.

Recommended Motion:

Discuss options for 800 Park Avenue and provide direction/recommendation to staff on how the Board would like to proceed.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: July 16, 2025
Originating Department: Community Redevelopment Agency (CRA)
Agenda Title: Resolution 37-07-25 - Paint, Plant and Pave Residential Incentive Program Grant - Ms. Allyson Walters - 811 Bayberry Drive - \$10,000

Approved by Town Manager: _____ **Date:** _____

Agenda Category (i.e., Consent, New Business, etc.): _____

Cost of Item: \$10,000.00 **Funding Source:** 110 55 552 520 82111
Account Number: _____ **Finance Signature:** Barbara A Gould

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Property Detail, Fence Quote, Application

Please initial one:

_____ Yes I have notified everyone
 AJ _____ Not applicable in this case

Summary Explanation/Background:

On July 17, 2024, the Lake Park CRA Board approved a series of Incentive programs for the CRA. The goals of these incentives are to improve property values throughout the Lake Park CRA and to help achieve the goals of the CRA Master Plan.

The Paint, Plant and Pave Residential Incentive Program Grant Program allows for exterior improvements to residential properties located within the CRA.

Ms. Allyson Walters has requested grant funding under this program to support various improvements for at her single-family home, located at 811 Bayberry Drive. The proposed improvements, if grant funding is

awarded, would include replacement of chain link fence with decorative fence around the property as well as a new walkway and landscaping.

The current program offers up to 100% of improvements for windows and doors and the applicant is requesting an amount of \$10,000 for the installation of the fence and other exterior improvements. The total fence improvements are estimated at \$8,000; however, the grant allows up to \$10,000 for eligible reimbursable improvements.

Decorative Fence Quote:	\$8,000
Other Exterior Improvements (i.e., walkway and landscaping):	Not to Exceed \$2,000
Total CRA Paint, Plant and Pave Grant Program Grant:	\$10,000

Recommended Motion:

I move to approve Resolution 37-07-25 - Paint, Plant and Pave Residential Incentive Program Grant for Ms. Allyson Walters, located at 811 Bayberry Drive, in the amount of \$10,000; and authorize the Lake Park CRA Board Chair to execute the Paint, Plant and Pave Residential Incentive Program Grant Agreement.

RESOLUTION 37-07-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA (CRA) APPROVING A GRANT AND AUTHORIZING THE CHAIR TO EXECUTE A GRANT AGREEMENT WITH ALLYSON WALTERS, UNDER THE PAINT PLANT AND PAVE RESIDENTIAL INCENTIVE PROGRAM FOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 811 BAYBERRY DR.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, pursuant to Fla. Stat. § 163.360(7)(d), the CRA has determined that its adopted redevelopment Master Plan authorizes it to provide funds for aesthetic improvement grants for the rehabilitation or redevelopment of properties by private enterprises within the CRA's redevelopment area; and

WHEREAS, the CRA Master Plan identifies aesthetic improvement grants as an opportunity for the rehabilitation and redevelopment of properties within the community redevelopment area governed by the CRA Master Plan; and

WHEREAS, on July 17, 2024, the CRA adopted a Redevelopment Incentive Program via Resolution 48-07-24, the purpose of which is to provide grants to eligible recipients for the redevelopment or rehabilitation of properties and/or businesses; and

WHEREAS, Ms. Allyson Walters, in her individual capacity (the GRANTEE) owns the property located at 811 Bayberry Dr. in the Town of Lake Park, Florida (the Property); and

WHEREAS, the GRANTEE is seeking a Paint Plant and Pave Residential Incentive from the CRA in the amount of \$10,000 (the Grant) to be used for the rehabilitation and redevelopment of the Property; and

WHEREAS, the CRA Board of Commissioners (the Board) finds that awarding the Grant to the GRANTEE based upon the terms set forth in the Agreement between the GRANTEE and the CRA is within the CRA's powers as set forth in Fla. Stat. § 163.370.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Board hereby approves a grant and authorizes the Chair to execute a Grant Agreement between the Lake Park Community Redevelopment Agency and Allyson Walters in an amount not to exceed \$10,000 under the CRA's Paint Plant and Pave Residential Incentive Program to be used for exterior improvements to the Property. A copy of the Agreement is attached hereto and incorporated herein as Exhibit "A". The Chair is further authorized to execute all documents necessary to achieve these purposes.

Section 3. This resolution shall become effective immediately upon execution.

#6170773 v1 26508-00003

PAINT PLANT AND PAVE RESIDENTIAL INCENTIVE PROGRAM GRANT AGREEMENT

THIS LAKE PARK COMMUNITY REDEVELOPMENT AGENCY PAINT PLANT AND PAVE RESIDENTIAL INCENTIVE PROGRAM GRANT AGREEMENT ("Agreement") is made this _____ day of 2025, by and between the Town of Lake Park Community Redevelopment Agency (the "CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Ms. Allyson Walters, in her individual capacity (the "GRANTEE") having an address at 811 Bayberry Dr., Lake Park, FL 33403(collectively the Parties).

RECITALS:

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, pursuant to Fla. Stat. § 163.360(7)(d), the CRA has determined that its adopted redevelopment Master Plan authorizes the award of grants for the rehabilitation or redevelopment of properties by private enterprises or individuals within the redevelopment area; and

WHEREAS, the CRA's Master Plan authorizes aesthetic improvement grants as an opportunity for the rehabilitation and redevelopment of properties within the community redevelopment area governed by the CRA Master Plan; and

WHEREAS, on July 17, 2024, the CRA adopted a Redevelopment Incentive Program via Resolution 48-07-24 to provide grants to eligible recipients for the improvement of eligible properties and businesses; and

WHEREAS, the GRANTEE owns the property located at 811 Bayberry Dr. in the Town of Lake Park, Florida (the Property); and

WHEREAS, the GRANTEE is seeking a Paint Plant and Pave Residential Incentive Program Grant from the CRA in the amount of \$10,000 (the Grant) to be used for the rehabilitation and redevelopment of the Property; and

WHEREAS, the CRA Board of Commissioners (the Board) finds that awarding the Grant to the GRANTEE is within its powers as set forth in Fla. Stat. § 163.370.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. RECITALS:

The recitals are incorporated herein.

SECTION 2. THE PROPERTY:

The Property is owned by Allyson Walters in her individual capacity and is legally described as:

KELSEY CITY LTS 50 & 51 BLK 49

SECTION 3. THE GRANT:

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed \$10,000. The full amount of the Grant shall be used solely for exterior renovation to the Property and the use of all funds shall be in strict conformance with the GRANTEE'S application and the renovation proposal.
- 3.2 The CRA's obligation is limited to awarding the Grant. The CRA is not liable and does not assume any liability for GRANTEE'S activities associated with the use of the Grant, nor GRANTEE'S personnel decisions, business decisions or policies, including but not limited to the hiring of employees, contractors and agents, paying their salaries or the expenditure of overhead costs.
- 3.3 Changes in the use of the Grant proceeds must be approved, in writing, by the Board. Requests for change must be in writing by the GRANTEE to the CRA Executive Director.
- 3.4 As security for GRANTEE'S performance, GRANTEE shall, execute 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 shall be made on a lump sum, reimbursement basis . Grant funds shall be used solely for exterior improvements to the Property and shall be paid only upon the CRA's receipt of documentation of the work performed and establishing that GRANTEE has made prior payment for the total cost of all 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 Administrator and shall include receipts and a letter summarizing the funding request.

SECTION 4. SCOPE OF WORK

- 4.1 GRANTEE shall use funds provided in accordance with the work contained in the Application, a copy of which is attached and incorporated herein as Exhibit “A” and the Renovation Proposal(s) which is attached hereto and incorporated herein as Exhibit “B” (collectively, the “Scope of Work.”).
- 4.2 Any amendments to Exhibits “A” and “B” desired by GRANTEE shall be submitted in writing to the CRA Executive Director. The proposed amendment must be accompanied by written justification and must be approved by the CRA Executive Director in writing prior to GRANTEE commencing any work.

SECTION 5. EFFECTIVE DATE, TERM, COMMENCEMENT AND COMPLETION DATES

- 5.1 The “Effective Date” of this Agreement shall be the date of execution by the Parties.
- 5.2 The Term of this Agreement shall be for twenty four (24) months from the Effective Date. This Agreement may be renewed, extended or amended upon mutual agreement by the Parties for up to three, one year terms.
- 5.3 Work provided in the Scope of Work shall commence on or before 180 days after approval of this Agreement by the Board and shall be fully completed not later than 60 days prior to the end of the Term or any successive terms of this Agreement.

SECTION 6. SPECIAL CONDITIONS

- 6.1 CESSATION OF OCCUPANCY OR OWNERSHIP. In the event the GRANTEE sells, ceases to own or occupy the Property for a period of two years from the date of completion of improvements, GRANTEE shall repay the full amount of the Grant advanced by the CRA pursuant to this Agreement. The determination that GRANTEE has sold, transferred or otherwise ceases to own or occupy the Property shall constitute an event of default for which the default provisions in Section 9 of this Agreement. This provision shall survive termination or expiration of this agreement.
- 6.2 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.
- 6.3 AMENDMENT. This Agreement shall not be modified, except in a writing signed by the Parties.
- 6.4 RULES, REGULATIONS AND LICENSING REQUIREMENTS. GRANTEE and its contractors, agents, and employees must possess all licenses and permits required to conduct its business affairs, including federal, state, city and county. In addition, GRANTEE shall

comply with all applicable laws, ordinances and regulations to carrying out the Scope of Work.

- 6.5 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions brought pursuant to this Agreement shall be brought in Palm Beach County, Florida, or if federal, said action shall be brought in the United States District Court, Southern District of Florida.
- 6.6 COUNTERPARTS. This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.
- 6.7 SEVERABILITY. Any provision of this Agreement which is deemed by a court of competent jurisdiction to be ineffective shall not effect or render the remaining provisions of this Agreement unenforceable or invalid.
- 6.8 INDEMNIFICATION. The GRANTEE agrees to indemnify and save harmless the CRA and the Town of Lake Park and their elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement.
- 6.9 ATTORNEY FEES. In the event either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to the reimbursement of its attorney fees, at the trial court and appellate levels.
- 6.10 SUCCESSORS AND ASSIGNS. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the Parties' successors and assigns.
- 6.11 COSTS. GRANTEE shall obtain and pay for any permits, licenses, federal, state and local taxes chargeable to it in carrying out the improvements set forth in the GRANTEE'S application.
- 6.12 PLEDGES OF CREDIT. GRANTEE shall not pledge the Town of Lake Park or its CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
- 6.13 PUBLIC RECORDS LAW. The GRANTEE shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with the Contract. Failure by the GRANTEE to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the Town.

With respect to public records, the GRANTEE is required to:

- 6.13.1 Keep and maintain public records required by the CRA to perform the service.
- 6.13.2 Upon the request of the CRA's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 6.13.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the GRANTEE does not transfer the records which are part of this Agreement to the Town.
- 6.13.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the CRA all public records in possession of the GRANTEE; or keep and maintain the public records associated with the services provided for in the Agreement. If the GRANTEE transfers all public records to the CRA upon completion of the term of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the GRANTEE keeps and maintains public records upon completion of the term of the Agreement, the GRANTEE shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.
- 6.13.5 IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE GRANTEE SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
- 6.14 INSPECTOR GENERAL. GRANTEE is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the GRANTEE and its subcontractors. GRANTEE understands and agrees that in addition to all other remedies and consequences provided by law, the failure of GRANTEE or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Agreement justifying its termination
- 6.15 NOTICES. All notices required in this Agreement if sent to the CRA shall be mailed to:
- Lake Park Community Redevelopment Agency
535 Park Avenue
Lake Park, Florida 33403
Attn: Executive Director
- Ms. Allyson Walters
- 811 Bayberry Drive
- Lake Park, Florida 33403

SECTION 7. DEFAULT AND REMEDIES.

- 7.1 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 advanced. Upon default the CRA shall have no further obligations to GRANTEE under this Agreement.
- 7.2 REPAYMENT OF FUNDS. GRANTEE shall repay the CRA (i) for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement; (ii) in the event of default under this Agreement; (iii) in the event any funds are lost or stolen; or (iv) if the work was not completed in accordance with the Scope of Work. 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 within thirty (30) days of the CRA'S demand.
- 7.3 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.
- 7.4 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.
- 7.5 CRA'S DEFAULT. In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with written 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 shall be 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement effective on the date of execution by the CRA.

Signed, sealed and delivered in the presence of

LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY

Attest: _____
Agency Clerk

By: _____
Roger Michaud, Chair

Date: _____

CRA Attorney
Approved as to form and legality
By: _____

GRANTEE

By: _____

Print Name: _____

Title: _____

Date: _____



Paint, Plant and Pave Grant 811 Bayberry Dr.

Presented To: Town of Lake Park CRA Board

Date: June 4, 2025

811 Bayberry– Before



811 Bayberry – Improvements to Date

Upgrades done:

1. Irrigation system (\$3,000)
2. Walkway concrete cracked filled and repainted to nicer lighter grey (\$1,500)
3. White rocks changed to smooth grey rocks on right side (\$750) I would like to do it on the other side (+\$750)

Before



After



6. Patio repaved and leveled
stairs brought to code
Repaved with limestone to add
more curb appeal and luxury feel
to the neighborhood
(\$1,700)

Before



After



811 Bayberry – Improvements to Date

(Continued)

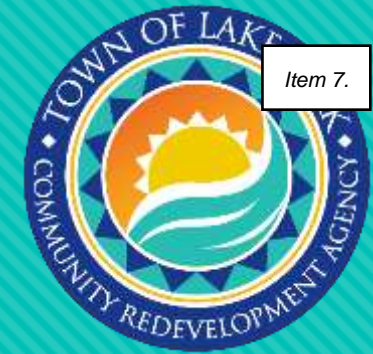
4. Landscaping and mulch has been done for curb appeal (\$1,500) purchased and installed locally from moon valley

In the front as pictured
We would like to add blue agave plants as pictured in final render along with bushes there (+\$800) not installed



811 Bayberry Dr.- Grant Request





Proposed Improvements/Costs

Included in CRA Grant Calculation

Decorative fence to border adjacent properties

Estimated Cost: \$8,000

NOT Included in CRA Grant

1. Front Patio– Previously Completed
2. Landscaping – Previously Completed
3. Chain Link Fence Removal– Previously Completed
4. Irrigation – Previously Completed

**CRA GRANT: Not to
Exceed \$10,000**