



Lake Park Town Commission, Florida

Special Call Community Redevelopment Agency

Meeting Agenda

Wednesday, November 20, 2024 at 6:30 PM

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

Roger Michaud	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Michael Hensley	—	Agency Member
Mary Beth Taylor	—	Agency Member
Judith Thomas	—	Agency Member
Vacant	—	Agency Member
Vacant	—	Agency Member
Bambi McKibbon-Turner	—	Interim 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

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.](#) November 6, 2024 Special Call Community Redevelopment Agency Meeting Minutes.
- [2.](#) Resolution 96-11-24 Authorizing and Directing the Board Chair and the Executive Director to Piggyback on the City of Dania's Contract Agreement (ITB No. 24-21) for Concrete Curbing/Sidewalk Construction, Milling, and Resurfacing of Asphalt Concrete with The Stout Group, LLC for the Town of Lake Park.

NEW BUSINESS:

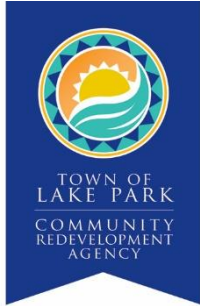
- [3.](#) Resolution 97-11-24 Amending the Grant Agreement with Lake Park Group for the Property at 1301 10th Street.
- [4.](#) Resolution 98-11-24 Approving the Assignment and Amendment of the Grant Agreement with Brooklyn Cupcake to Liberty Square, LLC.
- [5.](#) Resolution 99-11-24 Approve Amendment 1 to the Grant Agreement with Liberty Square, LLC.

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 December 18, 2024.



Community Redevelopment Agency Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: November 6, 2024 Special Call Community Redevelopment Agency Meeting Minutes.

☐ SPECIAL PRESENTATION/REPORT ☒ **CONSENT AGENDA**
☐ OLD BUSINESS ☐ NEW BUSINESS
☐ OTHER:

Bambi

Approved by Executive Director:

McKibbon-Turner

Date:

Digitally signed by Bambi McKibbon-Turner
 DN: cn=Bambi McKibbon-Turner, o=Town
 of Lake Park, ou=Assistant Town Manager/
 Human Resources Director,
 email=bturner@lakeparkflorida.gov, c=US
 Date: 2024.11.12 16:33:19 -05'00'

Laura Weidgans, Deputy Town Clerk

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Meeting Minutes Exhibits A-D
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case <u>LW</u> . Please initial one.

Recommended Motion: I move to approve the November 6, 2024 Special Call Community Redevelopment Agency Meeting Minutes.



Lake Park Town Commission, Florida

Special Call Community Redevelopment Agency (CRA)

Meeting Minutes

Wednesday, November 06, 2024

Immediately Following the Regular Commission Meeting

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

Roger Michaud	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Michael Hensley	—	Agency Member
Mary Beth Taylor	—	Agency Member
Judith Thomas	—	Agency Member
Vacant	—	Agency Member
Vacant	—	Agency Member
Bambi McKibbon-Turner	—	Interim Executive Director
Brett Lashley	—	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.

CALL TO ORDER/ROLL CALL

9:11 P.M.

PRESENT;

Chair Michaud

Vice-Chair Glas-Castro

Agency Member Taylor

Agency Member Thomas

Agency Member Hensley arrived to the Dais after roll.

PLEDGE OF ALLEGIANCE

The Pledge was bypassed as it had been done during the previous meeting.

SPECIAL PRESENTATION/REPORT:

1. Update and Recap of Meetings with CRA Businesses and the Status of the CRA Marketing Plan and upcoming events.

CRA Administrator Allison Justice presented to the Board (Exhibit A). Chair Michaud asked about the possibility of doing a craft and food tour and/or a scavenger hunt. Board Member Thomas suggested the possibility of a holiday advertisement for the CRA. She also suggested the possibility of collaborating with the Rust Market. CRA Administrator Justice stated they are already planning on broadening the area of the Rust Market and including other businesses. Board Member Thomas asked for an update on the Mobile Murals project. CRA Administrator Justice described the project and stated that they will tag onto the Rust Market advertising. Board Member Thomas requested to have the holiday lights stay on after the holiday is over.

2. Second Amendment to the Agreement with Lake Park Group (Oceana Coffee).

CRA Administrator Justice presented to the Board (Exhibit B) and stated that this item is only a presentation and should not have been titled as a second amendment. CRA Administrator Justice advised that there have been delays to this development as illustrated in the presentation exhibit. She recommends bringing an amended contract before the Board for approval to allow for additional time for completion to February or March of 2025. Board Member Thomas stated that she is happy that the project is moving along and is in agreement to provide sufficient time for completion with no additional extensions and recommended a six month extension to June 2025. Board Member Taylor agreed with Board Member Thomas' recommendations. Board Member Hensley stated that he sees the progress that is being made and agrees to the extension. Morganti Group Representative Mr. Brent Martin stated that the extra time would be appreciated and they are motivated to complete the project as soon as possible. Oceana Coffee Representative Ms. Amy Angelo stated that she is grateful for the partnership with the Town and she stated that they would appreciate the June 2025 completion extension, but they will still be pushing to complete by March 2025. Vice-Chair Glas-Castro expressed her disappointment with the delay of this project. She stated that she would not support the extension to June 2025.

Ms. Angelo gave a summary of their progress.

Mr. Martin advised that there are internal and interior components to the site that are complex and extensive that cannot be seen from the outside that give it the appearance of being more behind in their progress than they truly are. Vice-Chair Glas-Castro asked why they waited until September to try to work on their infrastructure. Mr. Martin stated that material procurements had been impacted by various factors. Board Member Thomas stated that their initial delays in the beginning were infrastructure related and she remembers being disappointed with the delays back in April of 2024. She stated again that she would not support an additional extension beyond the extension they are requesting right now. Chair Michaud asked if they could have the final certificate of completion done by April. Mr. Martin advised that they would be able to commit to having a temporary certificate of completion by March 28, 2025, but not the final certificate. Commissioner Hensley asked if he was able to stop in and see the inside. Ms. Angelo stated that she could meet him there and he would be able to go inside. Chair Michaud suggested the entire Board go to see the interior.

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. September 18, 2024 Special Call Community Redevelopment Agency Minutes

Motion made to approved the consent agenda by Board Member Hensley, Seconded by Board Member Taylor.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Taylor, Board Member Thomas, Board Member Hensley.

NEW BUSINESS:

4. Resolution 94-11-24 Approve Façade and Exterior Improvement Grant to Hope Investment Enterprises, Inc. for the Property Located at 903 Park Avenue.

CRA Administrator Justice explained the item (Exhibit C). Mr. Abraham Abraham, owner of the property responded to questions from the Board. Board Member Taylor asked about adjacent neighbors and if they would also be adapting the same design. CRA Administrator Justice stated that they had approached those neighbors but they were not interested at this time. Board Member Taylor asked if the store owner had any plans for improvements on the inside. Mr. Abraham stated that the improvement would only be to the exterior façade.

Board Member Hensley agrees that the property needs improvements and would like for the property owner to keep up with the maintenance of the building. Board Member Hensley also asked what is the grant amount being asked for. CRA Administrator stated it was for \$100,000.00 but that the Board could decide to grant more if they wished. Board Member Thomas asked what caused the damage to the roof and façade. Mr. Abraham stated it may have been from rain or a storm. Board Member Thomas also stated that she would be in favor of requiring grant recipients to reinforce their properties to help guard against future storm damage such as shutters, etc. Chair Michaud stated he is in favor of this grant

Motion made to approve Resolution 94-11-24 by Board Member Taylor, Seconded by Board Member Hensley.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Taylor, Board Member Hensley.

Voting Nay: Board Member Thomas.

CRA ADMINISTRATOR/EXECUTIVE DIRECTOR/BOARD MEMBER COMMENTS:

CRA Administrator Justice provided a report (Exhibit D). The Commission expressed dissatisfaction with the lack of progress being made at 754 Park Avenue and the fact that the owner did not show up to the meeting as requested so that he could provide an update in person.

AGENCY MEMBER REQUESTS:

ADJOURNMENT:

Motion to Adjourn made by Board Member Hensley, Seconded by Board Member Taylor.

Voting Aye: All.

Meeting Adjourned 10:48 P.M.

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on November 20, 2024.

Chair, Roger D. Michaud

Agency Clerk, Vivian Mendez, MMC

Town Seal

Deputy Agency Clerk, Laura Weidgans

Approved on this _____ of _____, 2024



CRA
Agenda Request Form

Exhibit A

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: Presentation on ongoing CRA Marketing efforts

- ☒ SPECIAL PRESENTATION/REPORT

☐ OLD BUSINESS

☐ DISCUSSION FOR FUTURE ACTION
- ☐ CONSENT AGENDA

☐ NEW BUSINESS

☐ OTHER: General Business

Bambi McKibbon

Approved by Executive Director: Turner

Date: Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake
Park, ou=Assistant Town Manager/Human Resources
Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2024.10.22 11:12:10 -04'00'

Allison Justice, CRA Administrator
Name/Title

Originating Department:	Costs: \$	Attachments: ➔ Presentation
Executive Director	Funding Source:	
	Acct. #	
	[] Finance _____	

Summary Explanation/Background:

The CRA approved a contract with Redevelopment Management Associates (RMA) in July 2024 to complete a Marketing Plan and District Branding for the CRA. The kickoff for this project was in August 2024. On September 9, 10 and 11 the RMA team joined the CRA Administrator for a total of four (4) meetings to engage the businesses within the CRA. Total attendance of these meetings was approximately 50 with an attendance of around 25-30 Lake Park businesses. Engagement was high in these meetings as we discussed what a CRA does and can do, what they think about Lake Park and the Downtown Brand and how we can increase exposure of Lake Park.

As part of the ongoing discussions with businesses to bring more exposure to Lake Park Businesses, the CRA is recommending more involvement from the business community and by the CRA within the Rust Market and throughout the holidays. The details were discussed at a meeting on October 17, 2024 and through one on one discussions with interested businesses. A mailer was also distributed to all Park Avenue and 10th Street businesses to encourage participation.

RUST MARKET:

Beginning in November 2024, and continuing January 2025 and March 2025, the CRA will utilize the construction fence at the 754 Park Ave building for an art project and the parking lot at the CRA Building to enhance participation in the Rust Market through providing more information, additional entertainment and an opportunity for more CRA businesses to be involved.

HOLIDAY EVENT:

The Town and CRA will host the annual holiday tree lighting on December 4, 2024. In an effort to continue to share information on the CRA and to encourage patrons for local business, the CRA will be adding to this event by:

1. Expanding event from 6-9PM
2. Expanding advertising efforts for event and holiday display
3. Adding additional entertainment and activities along Park Avenue
4. Assisting businesses in hosting a "Holiday Flower" bouquet event to encourage patrons
5. Hosting a window display contest for Park Avenue businesses
6. Potential transportation through a partnership with Circuit (TBD)

HOLIDAY DISPLAY:

The holiday display along Park Avenue will continue this year and Park Avenue will be lit from November 28th through December 31st. Expansion to the display this year will include:

1. Lights on Town Hall
2. Encouraging lights on Park Avenue properties (white border lighting)
3. White border lights on the CRA building at 800 Park Ave and the Lake Park Fire Station at 1000 Park Ave.
4. Temporary sound playing holiday music from 4PM-10PM nightly

5. Additional advertising of the month long display

The completion date for the Marketing Plan is scheduled for late November and is scheduled to be presented to the CRA Board on December 4, 2024. Following the completion of the Marketing Plan, District Branding will begin.

Recommended Motion:

Presentation only



Façade and Exterior Improvement Grant 903 Park Avenue

Presented To: Town of Lake Park CRA Board

Date: October 16, 2024

AGENDA

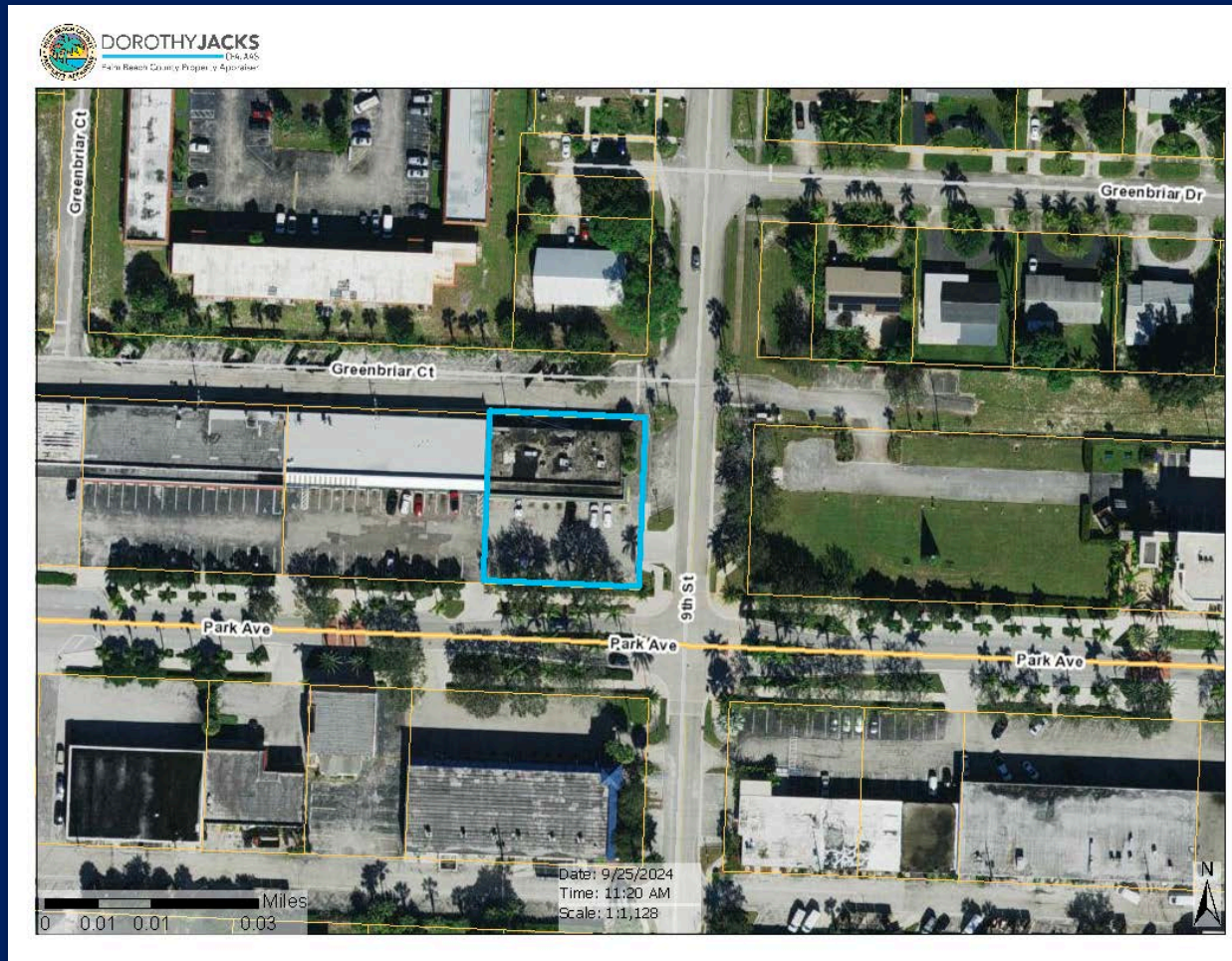


- Overview: Sources/Uses
- Detailed Budget: Uses
 - Personnel
 - Operations/Indirect Costs
 - Economic Development
 - Public Improvements/Infrastructure
- Potential Bond Sources and Uses

903 Park Avenue



903 Park Avenue-Birds Eye View



Future Site Rendering



Proposed Improvements/Costs

Included in CRA Grant Calculation

1. Concrete	\$64,000
○ Footings, columns, sidewalks	
2. Masonry	\$97,000
○ Columns, Façade construction	
3. Metals	\$17,500
○ Rebar. Aluminum Roof system	
4. Thermal & Moisture	\$89,000
○ New Roof System, roofing for Façade, Patching	
5. Finishes	\$98,900
○ Stucco and Painting	
6. Electrical	\$9,500
	\$375,900

NOT Included in CRA Grant Calculation

1. General Conditions	\$101,000
○ Permitting, Project mgt, rentals, insurance and bonding	
2. Site Work	\$48,000
3. Wood & Plastics	\$8,000
○ Rotted Trusses	
4. HVAC	\$12,000
○ Stands and straps	
	\$169,000

CRA CONTRIBUTION

- Total Cost \$ 534,900
- Cost Included in CRA Calculation \$ 375,900

Total CRA Investment = \$100,000
Total Private Investment = \$434,900

CRA CONTRUBUTION

\$100,000

- 80% CRA Maximum up to \$50,000 \$50,000
- Additional Façade Grant \$50,000
 - Size of project, prominence of location within CRA





Exhibit C

Façade and Exterior Improvement Grant 903 Park Avenue

Presented To: Town of Lake Park CRA Board

Date: October 16, 2024

AGENDA



- Overview: Sources/Uses
- Detailed Budget: Uses
 - Personnel
 - Operations/Indirect Costs
 - Economic Development
 - Public Improvements/Infrastructure
- Potential Bond Sources and Uses

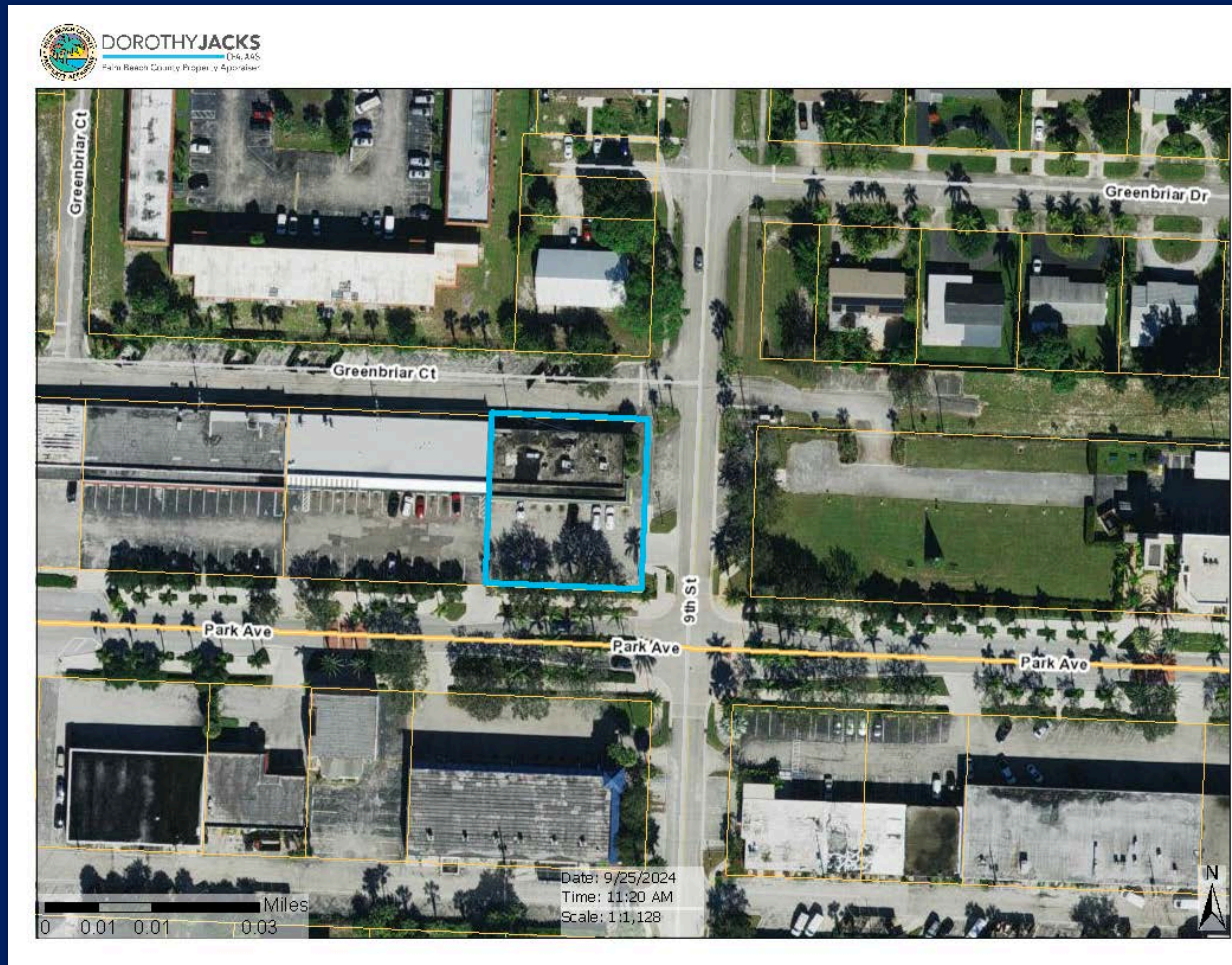
903 Park Avenue



Item 1.



903 Park Avenue-Birds Eye View



Future Site Rendering



Proposed Improvements/Costs

Included in CRA Grant Calculation

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CRA CONTRUBUTION

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- 80% CRA Maximum up to \$50,000 \$50,000
- Additional Façade Grant \$50,000
 - Size of project, prominence of location within CRA



November 6 2024

Exhibit D



Special Call CRA Meeting CRA Administrator Updates

Businesses:

1. Brooklyn Cupcakes: Brooklyn Cupcakes has vacated their space at 796 10th Street. Staff is working on a request to the Board to assign the grant agreement with Brooklyn Cupcakes to the owner of the property who is gaining the improvement value of the grease trap and other improvements. There are approximately 2 years left in the agreement
 - a. Hugo's Catering will be occupying the Brooklyn Cupcake space and will operate a catering operation as well as a grab and go/fast casual restaurant.
2. 796 10th Street: They are under construction, but not likely to complete by the end of December. The grantee would like to request an extension to their Grant agreement. A date for completion will be forthcoming.
3. 801 Park Avenue: Two new leases have been signed at the 801 Park Avenue building. A construction company showroom and a hair salon.

754 Park Avenue:

The owner was unable to attend the meeting; however, a meeting was held on October 28 with the property owner, contractor, permit expeditor, building inspectors and city staff (Interim Town Manager, Community Development, CRA). It was determined that the contractor needs to work more closely with the building department and resubmit the application. The contractor will first get all of the comments addressed from the first round and resubmit. Although a time for submittal is unknown, the contractor and owner have agreed to move forward as rapidly as possible.

Pocket Park Signage:

CRA is currently receiving quotes and design ideas for the Park sign and memorial plaque. Design options will be brought to the CRA Board for Approval as well as a consensus on what names should go on the plaque.

Park Avenue Landscaping:

Following the completion of the Streetscape/Landscaping project along Park Avenue, the CRA's Landscape company has estimated that it takes them more man hours to complete the maintenance. Therefore, Vincent and Sons has increased their pricing approximately \$2,600

per month. Vincent and Sons is in their final year of the landscape maintenance contract and the CRA was due to bid this in March of 2025 for a new contract in June. Staff is preparing the bid document now and recommending a bid to be issued at this time, so the new contract will be in place by early 2025.

Marketing Plan Update:

The CRA approved a contract with Redevelopment Management Associates (RMA) in July 2024 to complete a Marketing Plan and District Branding for the CRA. The kickoff for this project was in August 2024. On September 9, 10 and 11 the RMA team joined the CRA Administrator for a total of four (4) meetings to engage the businesses within the CRA. Total attendance of these meetings was approximately 50 with an attendance of around 25-30 Lake Park businesses. Engagement was high in these meetings as we discussed what a CRA does and can do, what they think about Lake Park and the Downtown Brand and how we can increase exposure of Lake Park.

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RUST MARKET:

Beginning in November 2024, and continuing January 2025 and March 2025, the CRA will utilize the construction fence at the 754 Park Ave building for an interactive community art project. The parking lot of the 800 Park Ave building will also be used for enhanced business participation, CRA information and added music/ambiance.

HOLIDAY EVENT:

The Town and CRA will host the annual holiday tree lighting on December 4, 2024. In an effort to continue to share information on the CRA and to encourage patrons for local business, the CRA will be adding to this event by:

1. Expanding event from 6-9PM
2. Expanding advertising efforts for event and holiday display
3. Adding additional entertainment and activities along Park Avenue
4. Assisting businesses in hosting a "Holiday Flower" bouquet event to encourage patrons
5. Hosting a window display contest for Park Avenue businesses
6. Add transportation from the neighborhoods via a Circuit electric vehicle.

HOLIDAY DISPLAY:

The holiday display along Park Avenue will continue this year and Park Avenue will be lit from November 28th through December 31st. Expansion to the display this year will include:

1. Lights on Town Hall
2. Encouraging lights on Park Avenue properties (white border lighting)

3. White border lights on the CRA building at 800 Park Ave and the Lake Park Fire Station at 1000 Park Ave.
4. Temporary sound playing holiday music from 4PM-10PM nightly
5. Additional advertising of the month long display

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Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 20, 2024

Originating Department: Public Works

Resolution: Authorizing and Directing the Mayor to Piggyback on the Department of Management Services Alternate Contract Source (ACS) No. 30161700-24-SRCWL-ACS for Flooring Materials with Interface Americas, Inc., located at 1280 West Peachtree Street NW, Atlanta, GA 30309

Agenda Title:

Approved by Town Manager: Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
Assistant Town Manager/Human Resources
Director, email=btturner@lakeparkflorida.gov, c=US
Date: 2024.11.13 11:32:27 -05'00'

Cost of Item: \$124,009.20 **Funding Source:** PBC Discretionary Surtax

Account Number: 301-521-301-63100 **Finance Signature:** Jeff DaSilva

Digitally signed by Jeff DaSilva
DN: cn=Jeff DaSilva, o=Town of Lake Park,
ou=Finance Department,
email=jdsilva@lakeparkflorida.gov, c=US
Date: 2024.11.12 13:25:16 -05'00'

Advertised:

Date: N/A **Newspaper:**

Attachments: Agreements between the Town of Lake Park and Interface Americas, Inc.

Resolution Authorizing and Directing the Mayor to Piggyback on the Department of Management Services Contract Source No. 30161700-24-SRCWL-ACS for Flooring Materials

Contract Agreement between the Department of Management Services and Interface Americas, Inc., for Flooring Materials

Please initial one:

Yes, I have notified everyone.

JM Not applicable in this case.

Summary Explanation/Background:

The Town of Lake Park's library flooring requires replacement due to wear and outdated materials. We propose utilizing a piggyback on the State of Florida's Alternate Contract Source (ACS) (Contract No. 30161700-24-SRCWL-ACS) to address this need with Interface Americas, Inc. This agreement, managed by the Florida Department of Management Services, provides Nora flooring materials at competitive, pre-negotiated rates, ensuring cost-effective procurement with streamlined compliance.

Nora flooring is known for its durability, sustainability, and ease of maintenance, making it a suitable

choice for high-traffic areas such as public libraries. By adopting this material, we aim to enhance the library's aesthetic appeal and functionality while aligning with our commitment to sustainable, long-lasting infrastructure improvements.

By piggybacking on this existing contract, the Town can expedite the procurement process, secure competitive pricing, and engage contractors already demonstrating their qualifications and performance under the Florida Department of Management Services. This approach adheres to local and state procurement regulations and allows the Town to benefit from the established contract terms without the need to issue a new bid.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO. 96-11-24

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CRA OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE AN AGREEMENT FOR CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE WITH THE STOUT GROUP LLC., TO BE PROVIDED WITHIN THE COMMUNITY REDEVELOPMENT AGENCY BOUNDARIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency ("CRA") is an independent local government agency that fosters the collaborative efforts of residents, businesses, property owners, and other organizations to implement community redevelopment efforts in the CRA area, which encompasses the heart of the CRA of Lake Park's historic main street (Park Avenue) and the core of neighborhood-serving retail, food and beverage establishments and industrial uses; and

WHEREAS, the CRA is enabled to enter into contracts for the provision of goods and/or services and is responsible for Enhancing Pedestrian Connectivity (sidewalks) within the public right-of-way located within the CRA boundaries. The CRA requires a contractor to provide the necessary services to enhance pedestrian connectivity.

WHEREAS, the CRA requires a contractor to perform concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete; and

WHEREAS, the City of Dania, Florida (City) solicited competitive bids under ITB No. 24-021 for services associated with concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete; and

WHEREAS, pursuant to this competitive bidding process, the City awarded a bid for concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete to The Stout Group, LLC. (Contractor); and

WHEREAS, the City entered into an agreement with the Contractors; and

WHEREAS, the City's Agreement allows other governmental entities to cooperatively purchase services from the Contractors based upon the same terms, services, and pricing as provided for in the City of Dania's Agreement; and

WHEREAS, the CRA has reviewed the scope of services outlined in the agreement that the City executed with the Contractors and determined that the services and pricing offered meet the CRA's requirements for concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete; and

WHEREAS, the CRA has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the City's Agreement in accordance with Florida Statutes and the CRA's procurement regulations; and

WHEREAS, the Executive Director has determined that it is in the best interest of the CRA to enter into an agreement with the Contractors pursuant to the same terms, conditions, and pricing as contained in the City of Dania's Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CRA COMMISSION OF THE CRA OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are true and correct and are incorporated herein.

Section 2: The CRA Board hereby authorizes and directs the Board Chair and the Executive Director to enter into a contract agreement with the Contractor for the provision of concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete services and incorporated herein as Exhibit "A."

Section 3: This resolution shall take effect immediately upon its adoption.

#5799702 v1 26508-00001

Agreement

This Agreement for Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete ("Agreement") is made and entered into this ____ day of _____, 2024, by and between The Lake Park Community Redevelopment Agency, 535 Park Avenue, Lake Park, Florida, 33403 ("CRA"), and The Stout Group, LLC, a corporation, with offices located at 10850 NW 138 Street Bay #3 Hialeah Gardens, FL 33018, (the "Contractor").

RECITALS

WHEREAS, the CRA is responsible for ensuring the proper improvement for Enhancing Pedestrian Connectivity within its jurisdiction; and

WHEREAS, the City of Dania, Florida (the City), through a competitive bidding process, solicited bids from qualified contractors to for work associated with Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete (the Services) pursuant to Invitation for Bid Number 24-021; and

WHEREAS, the City awarded a bid for the Services to the Stout Group LLC.; and

WHEREAS, as part of its bid, the Contractor agreed to offer the Services to other governmental entities at same terms, pricing and conditions; and

WHEREAS, the City's agreement with the Contractor permits the Contractor to offer the Services to other governmental entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Executive Director has determined that it is in the best interest of the CRA to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing and terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the CRA and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
 - a. The Contractor agrees to provide the CRA the Services which are contained in its agreement with the City, including, Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete services. A copy of the City's agreement with the Contractor is attached hereto and incorporated herein as **Exhibit A**.

3. Term.
 - a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the City of Dania's Agreement, from the beginning of October 1, 2024, through September 30, 2027, including any extensions or renewals, unless terminated earlier in accordance with the provisions herein.
4. Compensation.
 - a. The CRA agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the City. Payments by the CRA shall be made upon receipt of proper invoices submitted by the Contractor and are subject to CRA approval.
5. Compliance with Laws.
 - a. The Contractor shall comply with all applicable federal, state, and CRA laws when performing the Services.
6. Records Retention/Ownership/Audit.
 - a. The Consultant shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the CRA to perform the service; Provide the public with access to public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the CRA all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the CRA in a format compatible with the CRA's information technology systems.
 - b. The CRA has not performed a pre-audit of the Consultant's or Sub-consultant's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Consultant shall permit the CRA or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the CRA shall have the right to audit the Consultant's and any Sub-consultant's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The CRA or its designated agent may perform this audit.
 - c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Consultant in connection with this Agreement, may be utilized by the CRA

in its ordinary course of business. CRA use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The CRA shall not hold the Consultant responsible if documents are used for other purposes than intended.

7. Public Records.

The Consultant shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the CRA to perform the service.
- b. Upon the request of the CRA's custodian of public records, provide the CRA with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. 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 work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Consultant shall transfer, at no cost, to the CRA all public records in possession of the Consultant or its Sub-consultants related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the CRA upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Consultant shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Consultant acknowledges that it is required to comply with 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.
- e. IF THE CONSULTANT 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 PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, CRAclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The Contractor shall maintain insurance coverage as required under the City of Dania's Agreement and provide proof of such coverage to the CRA before commencing any work. Additionally, the Contractor agrees

to indemnify and hold harmless the CRA, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

THE TOWN OF LAKE PARK, FLORIDA

BY: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, CRA Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ____ day of _____ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

Notary Public, State of Florida

CONTRACTOR
THE STOUT GROUP, LLC

By: _____

Its: _____

Printed

Exhibit “A”

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND THE STOUT GROUP, LLC A FLORIDA LIMITED LIABILITY COMPANY, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 24-021.

This is an Agreement (“Agreement”) dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and The Stout Group, LLC, a Florida limited liability company (“Contractor”), with its principal mailing address of 10850 Northwest 138 Street, Bay #3, Hialeah Gardens, Florida 33018.

In consideration of the mutual covenants, terms and conditions contained in this Renewal, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. **Scope of Services.** The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit “A”, This reference to Exhibit A also includes all addendums and technical specifications.

This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in ‘Exhibit “A”’. The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City’s estimated quantities and the Contractor’s bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

PUSH BUTTON CONTRACTOR SELECTION: When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor’s response. The Services and Costs are identified and described in the Contractor’s Bid Form, as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.
4. **CONTROL OF THE WORK (PUSH BUTTON).** Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.
5. **Maintenance of Traffic.** When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
6. **Sovereign Immunity.** Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
 - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
 8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
 9. Verification of Employment Eligibility. Contractor represents that Contractor, and each subcontractor, has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
 10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

B. R. da

Signature

Brian Randa

PRINT Name

[Signature]

Signature

Laura Puck

PRINT Name

CONTRACTOR:

THE STOUT GROUP, LLC

a Florida limited liability company

[Signature]

Signature

Jose M. Sanchez

PRINT Name

Manager

Title

Dated: October 15, 2024

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on October 15, 2024 by Jose M. Sanchez, as Manager of The Stout Group, LLC, a Florida limited liability company, He/she is personally known to me or has produced Known as identification.

[Signature]

Notary Public, State of Florida

Francis S. Varela

Print Name

My Commission Expires: 4/5/2025

Francis S. Varela
Notary Public
State of Florida
Comm# HH112430
Expires 4/5/2025

EXHIBIT 'B'

BID FORM

Failure to submit Appendix B, BID FORM, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated.

Item	Description	U / M	Unit Cost
CONCRETE CURBING/SIDEWALK CONSTRUCTION - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary for concrete curbing/sidewalk construction on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
1	Remove and Replace 4" Concrete Sidewalk	SF	\$ 15.00
2	Remove and Replace 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 20.00
3	Construct 4" Concrete Sidewalk	SF	\$ 13.00
4	Remove and Replace 6" Concrete Sidewalk	SF	\$ 18.00
5	Remove and Replace 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 23.00
6	Remove and Replace 24"-30" Curb & Gutter	LF	\$ 60.00
7	Remove and Replace 36"-42" Curb & Gutter	LF	\$ 70.00
8	Remove and Replace 6" Concrete Curb	LF	\$ 50.00
9	Remove and Replace 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 60.00
10	Remove and Replace 36"-42" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 70.00
11	Construct New 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 50.00
12	Cast in Place American Disabilities Act (ADA) Mats Yellow/Gray	EA	\$ 750.00
13	Surface Applied ADA Mats Yellow/Gray	EA	\$ 750.00
14	Construct 4" Concrete Sidewalk	SF	\$ 13.00
15	Construct 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish	SF	\$ 18.00
16	Construct 6" Concrete Sidewalk	SF	\$ 15.00
17	Construct 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish	SF	\$ 17.00

	the work		
18	Construct 18" Concrete Curb & Gutter	LF	\$ 50.00
19	Construct 24" Concrete Curb & Gutter	LF	\$ 60.00
20	Construct 30" Concrete Curb & Gutter	LF	\$ 70.00
21	Construct 6" Concrete Curb	LF	\$ 50.00
22	Construct New Pedestrian ADA Ramp (Sub-section. 1.2.5)	EA	\$ 2500.00
23	Upcharge for Extra Strength Concrete (4,000 psi)	CF	\$ 5.00
24	Addition of Dania Beach Red Coloring Mixture	CY	\$ 150.00
25	Pavement Restoration	SF	\$ 10.00
26	Furnish and Install New Pavers	SF	\$ 20.00
27	Remove and Reset Existing Pavers	SF	\$ 18.00
28	Remove and Replace Existing Pavers	SF	\$ 23.00
29	Remove Existing Pavers	SF	\$ 10.00
30	Place new sod in swale (min. 500sf). FDOT Standard Specs. Section 570	SF	\$ 5.00
31	Installation or repair of concrete edge restraints. (Sub-section 1.2.11)	LF	\$ 40.00
32	Furnish and Install 1" Meter Box	EA	\$ 1500.00
33	Furnish and Install 1.5" Meter Box	EA	\$ 1800.00
34	Furnish and Install 2" Meter Box	EA	\$ 2300.00
35	Furnish and Install 3" Meter Box	EA	\$ 3500.00
36	Furnish and Install Sewer Clean Out Box	EA	\$ 1500.00
37	Furnish and Install Electrical/Street Lighting Box	EA	\$ 3000.00
38	Install 1" through 3" Meter Boxes, Cleanout Boxes, Electrical Lighting Box (City will Furnish the Box)	EA	\$ 2500.00
39	Adjust Meter/Valve/Electrical box in sidewalk	EA	\$ 500.00
40	Remove and Re-install hand-Rails	EA	\$ 6000.00
41	Furnish and Install Pedestrian Hand Rails (Subsection 1.2.13)	EA	\$ 10000.00
42	Concrete Flowable Fill. FDOT Spec 121. As directed by the City Engineer.	CY	\$ 300.00
43	Remove and Reset Existing Fences	LF	\$ 40.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost	45
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MILLING & RESURFACING OF ASPHALT CONCRETE – Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to mill and resurface asphalt concrete on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.

44	Rework Limerock Base +/- 3 inches	CY	\$ 95.00
45	Remove and replace 8 inch Limerock base	CY	\$ 150.00
46	New Limerock 8 inch base	CY	\$ 110.00
47	FDOT Type S III - Asphalt Concrete	TN	\$ 250.00
48	Superpave Asphalt Concrete SP-9.5. FDOT Specs 334. (1" to 1.5" thickness)	TN	\$ 250.00
49	Superpave Asphalt Concrete SP-12.5. FDOT Specs 334. (2" to 2.5" thickness)	TN	\$ 250.00
50	Friction Course Asphaltic Concrete FC-9.5. FDOT Specs 337. (1" thickness)	TN	\$ 300.00
51	Friction Course Asphaltic Concrete FC-12.5. FDOT Specs 337. (1.5" thickness)	TN	\$ 300.00
52	Adjust Valve Boxes	EA	\$ 950.00
53	Adjust Manhole	EA	\$ 1100.00
54	Replace Manhole Rim and Cover	EA	\$ 1800.00
55	Replace Valve Box Cover/Riser	EA	\$ 1600.00
56	Replace Traffic Loops	EA	\$ 4000.00
57	Milling Existing Asphalt Concrete – 1" Cut	SY	\$ 20.00
58	Milling Existing Asphalt Concrete – 1.5" Cut	SY	\$ 22.00
59	Milling Existing Asphalt Concrete – 2" Cut	SY	\$ 25.00
60	Milling Existing Asphalt Concrete – 3" Cut	SY	\$ 30.00
61	Milling Existing Asphalt Concrete – 4" Cut	SY	\$ 40.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost
STRIPING OF CITY STREETS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe streets on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
62	Thermoplastic 4" Solid Yellow/White	LF	\$ 2.00
63	Paint 4" Solid Yellow/White	LF	\$ 1.00
64	Thermoplastic 6" Solid White/Yellow	LF	\$ 3.00
65	Paint 6" Solid Yellow/White	LF	\$ 2.00
66	Thermoplastic 8" Solid White/Yellow	LF	\$ 4.00
67	Paint 8" Solid Yellow/White	LF	\$ 3.00
68	Thermoplastic 12" Solid White/Yellow	LF	\$ 10.00
69	Paint 12" Solid Yellow/White	LF	\$ 9.00
70	Thermoplastic 18" Solid White/Yellow	LF	\$ 15.00
71	Paint 18" Solid Yellow/White	LF	\$ 14.00
72	Thermoplastic 24" Solid White/Yellow	LF	\$ 25.00
73	Paint 24" Solid Yellow/White	LF	\$ 24.00
74	RPMs (Road Reflector)	EA	\$ 10.00
75	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$ 400.00
76	Paint Arrows 14" (Std. MDC & FDOT Specs) White	EA	\$ 300.00
77	Thermoplastic Handicap Logo & Blue Stripe	EA	\$ 1800.00
78	Paint Handicap Logo & Blue Stripe	EA	\$ 600.00
79	Removal of ALL Existing Thermo Striping (hydroblast)	LF	\$ 25.00
80	Paint Bicycle Pavement Marking	EA	\$ 600.00
81	Thermoplastic Bicycle Pavement Marking	EA	\$ 1000.00
82	Thermoplastic Messages (Bus/School)	EA	\$ 1500.00
83	Paint Messages	EA	\$ 1400.00
84	Installation of New Traffic Sign	EA	\$ 1000.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost
STRIPING OF PARKING LOTS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as- needed basis for the City of Dania Beach in accordance with the bid specifications.			
85	Thermoplastic Stop Bars (12" Wide)	LF	\$ 10.00
86	Stop Bars (12" Wide) White Paint	LF	\$ 9.00
87	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$ 400.00
88	Arrows 14" (Std. MDC & FDOT Specs) White Paint	EA	\$ 300.00
89	Thermoplastic Cross Hatching (12")	LF	\$ 10.00
90	Cross Hatching (12") White Paint	LF	\$ 9.00
91	Thermoplastic Handicap Logo & Blue Stripe	EA	\$ 1800.00
92	Paint Handicap Logo & Blue Stripe	EA	\$ 600.00
93	Thermoplastic Disable Cross Hatching (4")	EA	\$ 2.00
94	Disable Cross Hatching (4") Paint	EA	\$ 1.00
95	Furnish and Install Wheel Stop	EA	\$ 45.00
96	Remove and Replace Wheel Stop	EA	\$ 55.00
97	Installation of New Traffic Sign	EA	\$ 1000.00

Item	Description	U / M	Unit Cost
PAINTING AND STRIPING OF GREEN BICYCLE LANES, RED-TRANSIT LANES, OTHER COLORED PAVEMENT, STANDARD PAINT, AND SPECIAL MARKINGS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
98	Permanent Green Paint Up to 10,000 square feet of Work	SF	\$ 30.00
99	Permanent Green Paint 10,000 to 25,000 square feet of Work	SF	\$ 30.00
100	Permanent Green Paint 25,000 to 50,000 square feet of Work	SF	\$ 30.00
101	Permanent Green Paint Above 50,000 square feet of Work	SF	\$ 30.00
102	Permanent Red Paint Up to 10,000 square feet of Work	SF	\$ 30.00
103	Permanent Red Paint 10,000 to 25,000 square feet of Work	SF	\$ 30.00
104	Permanent Red Paint 25,000 to 50,000 square feet of Work	SF	\$ 30.00
105	Permanent Red Paint Above 50,000 square feet of Work	SF	\$ 30.00
106	Permanent Other Paint Up to 10,000 square feet of Work	SF	\$ 30.00
107	Permanent Other Paint 10,000 to 25,000 square feet of Work	SF	\$ 30.00
108	Permanent Other Paint 25,000 to 50,000 square feet of Work	SF	\$ 30.00
109	Permanent Other Paint Above 50,000 square feet of Work	SF	\$ 30.00
110	Standard Paint Up to 10,000 square feet of Work	SF	\$ 30.00
111	Standard Paint 10,000 to 25,000 square feet of work	SF	\$ 30.00
112	Standard Paint 25,000 to 50,000 square feet of work	SF	\$ 30.00
113	Standard Paint Above 50,000 square feet of Work	SF	\$ 30.00
114	Edge Line Marking	SF	\$ 30.00
115	Standard Sharrow Symbol	EA	\$ 800.00

CONTINUED ON THE FOLLOWING PAGE.

116	Green Sharrow Symbol	EA	\$ 800.00
117	Bike-only Lane Symbol	EA	\$ 800.00
118	Bicycle Detector Symbol	EA	\$ 800.00

Item	Description	U / M	Unit Cost
LANE DELINEATORS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to perform the services indicated on an as- needed basis for the City of Dania Beach in accordance with the bid specifications.			
119	Zicla Zebra 13, or approved equal (see Special Conditions #6)	EA	\$ 1500.00
120	Zicla Zipper, or approved equal (see Special Conditions #6)	EA	\$ 1500.00

END OF BID FORM.



CRA
Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: Second Amendment to the Agreement with Lake Park Group (Oceana Coffee)

- ☐ SPECIAL PRESENTATION/REPORT
- ☐ OLD BUSINESS
- ☐ DISCUSSION FOR FUTURE ACTION
- ☐ CONSENT AGENDA
- ☒ NEW BUSINESS
- ☐ OTHER: General Business

Bambi McKibbon-Turner

Approved by Executive Director: Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park,
ou=Assistant Town Manager/Human Resources
Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2024.11.18 16:41:55 -05'00'

Date: _____

Allison Justice, CRA Administrator
Name/Title

Originating Department: Executive Director	Costs: \$ Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> ➔ Resolution ➔ Amendment
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Summary Explanation/Background:

In December 21, 2022 by Resolution 75-11-22, the Lake Park CRA entered into a Grant Agreement with the Lake Park Group (Oceana Logistics International; Kiss Kitchens and Florida Canning) for the property located at 1301 10th. The total grant amount was for five payments of \$200,000, totaling \$1,000,000.

The following are some major terms from the Original Agreement:

1. Total Grant: \$1,000,000
2. Payments: \$200,000 – equal increments over five years, beginning November 2022
3. Condition: Construction value over \$6,000,000
4. Construction Start: Feb 1, 2023
5. Certificate of Completion: 18 months after construction start or August 1, 2024

First Amendment:

The First Amendment of the Agreement with Lake Park Group was approved on May 3, 2023 via Resolution 36-04-23. The following are the significant changes from the Original Agreement:

1. Site Plan Amendment
2. Construction Start: September 15, 2023
3. Certificate of Completion: December 15, 2024 (18 months)

Second Amendment Request:

The Lake Park Group is currently requesting an amendment to the Grant Agreement due in a delay in the project due to a number of factors, including from Hurricane Helene and Milton, which delayed a repair needed by FPL as well as additional requirements set forth by Seacoast Utilities.

On September 18, 2024 a utility subcontractor damaged an FPL line to a transformer, which subsequently damaged the transformer, causing a requirement for a full replacement. However, the following week, Hurricane Helene hit the west coast of Florida, which required additional manpower from FPL.

Hurricane Milton on October 10, 2024 further delayed FPL and they were finally able to replace the transformer on October 22, 2024.

There were additional delays with requested changes to approved plans by Seacoast in late September 2024, so the project is currently behind schedule.

Request:

1. Extend the Certificate of Completion deadline June 30, 2025

Recommended Motion: Approve Resolution and 2nd Amendment

RESOLUTION 97-11- 24

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 GRANT AGREEMENT WITH OCEANA LOGISTICS INTERNATIONAL, INC., KISS KITCHENS LLC, AND FLORIDA CANNING COMPANY LLC, COLLECTIVELY REFERRED TO AS THE LAKE PARK GROUP; 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, of the Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat, to provide financial incentives in the form of grants to a property owner within the CRA who are redeveloping its property and increasing its valuation; and

WHEREAS, the Lake Park Group is redeveloping the property having an address of 1001-1 10th Street, Lake Park, Florida (the Property) ; and

WHEREAS, based upon the representations and guarantees of the corporate representatives and individuals of the Lake Park Group (the Grantee), the CRA APPROVED a redevelopment grant agreement in the amount of One Million Dollars \$1,000,000.00 (the Grant) to be used for a redevelopment of the Property pursuant to Resolution 82-12-21 (the Development Order); and

WHEREAS, the Town Commission approved an amendment to the Development Order pursuant to Resolution 36 04 23 on May 3, 2023 which allowed for certain design modifications and a timeline modification; and

WHEREAS, according to the Grant, the project associated with it was to receive a Certificate of Occupancy by December 15, 2024; and

WHEREAS, there have been delays in the completion of the project which is the subject of the Grant which the Lake Park Group has attributed to Florida Power & Light work and plan changes from the Seacoast Utility Authority; and

WHEREAS, the Grantee has advised the CRA that it cannot meet the Certificate of Completion deadline of December 15, 2024 set forth in the Grant; and

WHEREAS, the Grantee has requested a second amendment to the Grant which would extend the date to receive a Certificate of Occupancy 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 Board of Commissioners hereby direct and authorize the Chairman to execute a second amendment to the Grant , a copy of which is attached hereto and made a part hereof.

SECOND AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT

THIS SECOND AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT

(hereinafter “the Agreement”) is made this ____ day of November, by and between the Town of Lake Park Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and CIDC Lake Park LLC (CIDC), having an address of 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, Oceana Logistics International, Inc. (“Oceana”) having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469, Kiss Kitchens LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 (“Kiss Kitchens”), and, Florida Canning Company, LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 (“Florida Canning Company”) (collectively the “Lake Park Group”)

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part 111, of the Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat, to provide financial incentives in the form of grants to property owners within the community redevelopment area of the CRA provided the property owner is redeveloping its property to increase its valuation; and

WHEREAS, the Property having an address of 1001-1 10th Street, Lake Park, Florida (the Property); and

WHEREAS, based upon the representations of the corporate representatives and individuals of the Lake Park Group (the Grantee), the CRA agreed to provide a redevelopment grant in the amount of One Million Dollars \$1,000,000.00 (the Grant) to be used for a redevelopment project (the Project); and

WHEREAS, a development plan for the Property was originally approved pursuant to Resolution 82-12-21 (the Development Order); and

WHEREAS, the first amendment to the Development Order was approved by Resolution 36 04 23 on May 3, 2023 which allowed for certain design modifications and a modification of the date for completion of the Project; and

WHEREAS, according to the Agreement, the Project had to receive a Certificate of Occupancy by December 15, 2024; and

WHEREAS, several unavoidable incidents have caused delays in the Project, including delays associated with certain work to be performed at the Property by Florida Power & Light and the Seacoast Utility Authority ; and

WHEREAS, the Grantee has notified the CRA that it cannot meet the Certificate of Completion deadline established in the Agreement as December 15, 2024; and

WHEREAS, the Grantee has requested a second amendment to the Agreement to extend the date for the receipt of a Certificate of Occupancy to June 30, 2025.

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 CRA and the Lake Park Group, intending to be legally bound, hereby agree to the amendment to paragraph 4 of the Agreement:

4. Initiation of Construction and Completion. The completion of the Project shall be in compliance with the Amended Agreement. **Pursuant to the Amended Agreement, a** final certificate of completion or occupancy for the Project must be achieved no later than June 30, 2025. Notwithstanding the foregoing, the Lake Park Group shall not be held liable or responsible for a delay in the completion of the Project if it is demonstrated to the reasonable satisfaction of the CRA Board that such delay is the result of a force majeure as defined in paragraph 20.

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

Community Redevelopment Agency

By:_____

Roger Michaud, Chair

CIDC Lake Park, LLC

By:_____

Frances M. Brandt

Oceana Logistics International, Inc.

By:_____

Amy Angelo

Kiss Kitchens LLC

By:_____

Richard Kooris

Florida Canning Company LLC

By: _____
Charles Schorr Lesnick

#5895186 v1 26508-00001

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 GRANT AGREEMENT WITH OCEANA LOGISTICS INTERNATIONAL, INC., KISS KITCHENS LLC, AND FLORIDA CANNING COMPANY LLC, COLLECTIVELY REFERRED TO AS THE LAKE PARK GROUP; 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, of the Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and
1301

WHEREAS, the property having an address of ~~1301~~ 10th Street, Lake Park, Florida (the Property) is currently owned by CIDC; and

WHEREAS, CIDC and the corporate representatives and individuals who are associated with the Lake Park Group has represented to the CRA that they intend to create a condominium for the Property and convey certain right, title and interests in the Property to Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively as the "Lake Park Group"); and

WHEREAS, based upon the representations of the corporate representatives and individuals of the Lake Park Group, the CRA agreed to provide a redevelopment grant in the amount of One Million Dollars \$1,000,000.00 (the Grant) to be used for a redevelopment project ("the Project") which had previously been approved pursuant to Resolution 82-12-21 (the Development Order) for the Property; and

WHEREAS, the Grant required and was contingent upon the Lake Park Group's compliance with the terms of the Development Order regarding, among other things, obtaining a building permit from the Town and initiating construction of the Project on the Property within a specific timeframe; and

WHEREAS, the Lake Park Group did not comply with the terms of the Development Order, and thus the Grant; and

WHEREAS, the Lake Park Group has requested that the CRA amend the Development Order and Grant which would allow the Lake Park Group to modify certain design and development standards associated with the Project ; and

WHEREAS, CIDC Lake Park LLC submitted an application to amend the site plan previously approved by the Town Commission pursuant to the Development Order; and

WHEREAS, the Town Commission approved Resolution 29-04-23 amending Resolution 82-12-21 (the Amended Development Order); and

WHEREAS, a copy of the Amended Development Order is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the receipt of the Grant is expressly conditioned upon CIDC complying with its representations to the CRA to create a condominium and to comply with the terms of the Amended Development Order; and the corporate entities of the Lake Park Group, complying with the terms of the Amended Development Order; and

WHEREAS, the CIDC and the corporate entities of the Lake Park Group agree, jointly and severally to comply with all of the obligations of the Grant, this Agreement, and the terms of Amended Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") continue to provide the Grant in the amount of \$1,000,000 to the CIDC and the Lake Park Group in furtherance of the redevelopment of the Property in accordance with the Amended Development Order; and

WHEREAS, the CRA finds that the Grant of \$1,000,000 is necessary for the Project to be developed in accordance with the Amended Development Order; and

WHEREAS, the CRA finds that the award of a Grant in the amount of \$1,000,000 is necessary and appropriate to facilitate the development of the Project and increase the valuation of the Property; and

WHEREAS, the CRA finds that the development of the Project would serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the CRA is willing to make the Grant of \$1,000,000 to the Lake Park Group in reliance upon the representations made to it by CIDC and the corporate and individual representatives of the Lake Park Group and based upon the terms set forth in the Amended Development Order, and this Agreement; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's redevelopment of the Project of the Property in accordance with the Amended Development Order.

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 the Lake Park Group, a copy of which is attached hereto and made a part hereof.

The foregoing Resolution was offered by Commissioner Thomas,
 who moved its adoption. The motion was seconded by Vice Mayor Glas-Castro,
 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 HENRY STARK	<u>✓</u>	<u> </u>
BOARD MEMBER MARY BETH TAYLOR	<u> </u>	<u>✓</u>
BOARD MEMBER JUDITH E. THOMAS	<u>✓</u>	<u> </u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution
36-04-23 duly passed and adopted this 3rd day of may, 2023.

TOWN OF LAKE PARK, FLORIDA


BY: 
 ROGER D. MICHAUD
 CHAIR

ATTEST:


 VIVIAN MENDEZ Laura Weidman's
 AGENCY CLERK - Deputy



Approved as to form and legal
 sufficiency:

BY: 
 THOMAS J. BAIRD
 AGENCY ATTORNEY

FIRST AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT

THIS FIRST AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT (hereinafter ("the Agreement")) is made this 3 day of May, 2023, by and between the Town of Lake Park Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and CIDC Lake Park LLC (CIDC), having an address of 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, Oceana Logistics International, Inc. ("Oceana") having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469, Kiss Kitchens LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Kiss Kitchens"), and, Florida Canning Company, LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Florida Canning Company")

RECITALS

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

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and

WHEREAS, the property having an address of 13011 10th Street, Lake Park, Florida (the Property) is currently owned by CIDC; and

WHEREAS, CIDC and the corporate representatives and individuals who are associated with the Lake Park Group has represented to the CRA that they intend to create a condominium for the Property and convey certain right, title and interests in the Property to Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively as the "Lake Park Group"); and

WHEREAS, based upon the representations of the corporate representatives and individuals of the Lake Park Group, the CRA agreed to provide a redevelopment grant in the amount of One Million Dollars \$1,000,000.00 (the Grant) to be used for a redevelopment project ("the Project") which had previously been approved pursuant to Resolution 82-12-21 (the Development Order) for the Property; and

WHEREAS, the Grant required and was contingent upon the Lake Park Group's compliance with the terms of the Development Order regarding, among other things, obtaining a building permit from the Town and initiating construction of the Project on the Property within a specific timeframe; and

WHEREAS, the Lake Park Group did not comply with the terms of the Development Order, and thus the Grant; and

WHEREAS, the Lake Park Group has requested that the CRA amend the Development Order and Grant which would allow the Lake Park Group to modify certain design and development standards associated with the Project ; and

WHEREAS, CIDC Lake Park LLC submitted an application to amend the site plan previously approved by the Town Commission pursuant to the Development Order; and

WHEREAS, the Town Commission approved Resolution 29-04-23 amending Resolution 82-12-21 (the Amended Development Order); and

WHEREAS, a copy of the Amended Development Order is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the receipt of the Grant is expressly conditioned upon CIDC complying with its representations to the CRA to create a condominium and to comply with the terms of the Amended Development Order; and the corporate entities of the Lake Park Group, complying with the terms of the Amended Development Order; and

WHEREAS, the CIDC and the corporate entities of the Lake Park Group agree, jointly and severally to comply with all of the obligations of the Grant, this Agreement, and the terms of Amended Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") continue to provide the Grant in the amount of \$1,000,000 to the CIDC and the Lake Park Group in furtherance of the redevelopment of the Property in accordance with the Amended Development Order; and

WHEREAS, the CRA finds that the Grant of \$1,000,000 is necessary for the Project to be developed in accordance with the Amended Development Order; and

WHEREAS, the CRA finds that the award of a Grant in the amount of \$1,000,000 is necessary and appropriate to facilitate the development of the Project and increase the valuation of the Property; and

WHEREAS, the CRA finds that the development of the Project would serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the CRA is willing to make the Grant of \$1,000,000 to the Lake Park Group in reliance upon the representations made to it by CIDC and the corporate and individual representatives of the Lake Park Group and based upon the terms set forth in the Amended Development Order, and this Agreement; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's redevelopment of the Project of the Property in accordance with the Amended Development Order.

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 above are incorporated herein.

2. Grant. The Town of Lake Park Community Redevelopment Agency (the “CRA”) agrees to provide the Lake Park Group with a Grant in the amount of One Million Dollars (\$1,000,000.00) payable in equal increments of Two Hundred Thousand Dollars (\$200,000.00) on or before December 31 of each of the next five (5) consecutive years following the execution of this Agreement, with the parties acknowledging and confirming that the initial payment which has already been paid shall be the first installment paid retroactively as of December 31, 2022, and the final increment to be paid on or before December 31, 2026. The Grant is contingent upon the individuals and corporate representatives of the CIDC and the Lake Park Group and their compliance with all of the terms of this Agreement and the development of the Project on the Property in accordance with the Amended Development Order.

3. Construction Cost and Condition Precedent. Enclosed as Exhibit “B” is a copy of the executed construction contract for the Project that demonstrating that construction of the Project is projected to cost in excess of \$6,000,000.00, assuming it is constructed in accordance with the Amended Development Order.

4. Initiation of Construction and Completion. The completion of the Project shall be in compliance with the Amended Development Order. **Pursuant to the Amended Development Order, CIDC or the Lake Park Group shall obtain a demolition permit and demolish the structures on the Property and obtain a final inspection of the Property confirming the demolition no later than August 15, 2023. Pursuant to the Amended Development Order, CIDC or the Lake Park Group shall obtain a building permit for the site work and vertical construction of the Project no later than September 15, 2023.** A final certificate of completion or occupancy for the Project must be achieved within 18 months of when construction is initiated, or no later than December 15, 2024. Notwithstanding the foregoing, the Lake Park Group shall not be held liable or responsible for a delay in the completion of the Project if it is demonstrated to the reasonable satisfaction of the CRA Board that such delay is the result of a force majeure as defined in paragraph 20.

5. Use of Funds. The funds from the Grant shall be used by the CIDC and the Lake Park Group, or their successors and assigns, provided any successor or assign has been approved in accordance with paragraph 13 and the approved successor developer of the Project remains in compliance with this Agreement and the Amended Development Order for the Property.

6. Entitlement To Grant Funds Contingent Upon Initiation and Completion of Construction. In order to be entitled to retain the initial Two Hundred Thousand Dollar (\$200,000.00) installment of the Grant that has already been paid, and any installment thereafter, the Lake Park Group shall initiate construction and shall complete construction in accordance with paragraph 4 (except for events of force majeure as defined in paragraph 20 below). The failure to initiate, continue, or complete construction of the Project on or before the dates set forth in paragraph 4 shall constitute a breach of the Agreement and shall immediately render the CRA’s obligations to provide any further installments null and void. Furthermore, the CIDC and the corporate entities which comprise Lake Park Group agrees to return to the CRA any funds provided to it that have not already been deployed into the Project in the event it does not comply with these dates.

7. Subordination. The CRA acknowledges that after the execution of this Grant, the Lake Park Group may obtain loans pertaining to the construction of the Project and that the Grant shall be subordinate to the said loans.

8. Term of Operation. The terms of this Agreement shall be for 10 years. In order to be excused from the repayment of the funds from the Grant the businesses known as Oceana Coffee, Kiss Kitchens and Florida Canning Company, and any affiliated companies, or approved successors and assigns shall continuously operate their respective businesses from the date of the execution of this Agreement for 10 consecutive years, or until April 1, 2033. It shall be a breach of this Agreement, if, at any time during the 10 years, the entities comprising the Lake Park Group cease operating one or more of the three business(es) on the Property. In such case, the funds provided to the Lake Park Group pursuant to the Grant shall be returned to the CRA upon the CRA's written notice.

9. Sale or Transfer of the Lake Park Group Businesses/Properties. Should any or all of the entities comprising the Lake Park Group, elect to sell or transfer its or their condominium or business ownership interests in the Property to any third party during the Term, it or they shall obtain the written consent of the CRA for the sale or transfer. The CRA's consent shall not be unreasonably withheld, provided the businesses continue to be operated consistent with the Amended Development Order and this Agreement. The Lake Park Group shall provide the CRA with any written request of its intention to sell or transfer any property interest in the Property and/or any of the three businesses at least 90 days in advance of the proposed sale or transfer of its or their ownership interest in the Property, or the businesses. If the CRA approves of the sale or transfer of an interest in the Property and/or any of the businesses located on the Property during the term, the successors or assigns to the property interest in the Property, or a business shall become responsible for compliance with the terms of this Agreement. Notwithstanding the foregoing and supplementing such terms, it shall be unreasonable for the CRA to not grant its permission provided such sale or transfer is to a third party who uses its interest in the Property for the same use and purpose and can demonstrate that it is employing the same number of employees from within the corporate limits of the Town of Lake Park as the companies which comprise the Lake Park Group.

10. Lien. This Agreement shall be recorded in the property records of Palm Beach County and shall replace the original Agreement and shall constitute a lien against the Property, enforceable by foreclosure or for an action for a money judgement.

11. Guarantees. As part of the execution of the original Grant Agreement, the President and the AMBRs of the CDIC and corporate entities comprising the Lake Park Group provided the CRA with personal and corporate guarantees as collateral for the performance of the obligations under the original Grant Agreement. These originally executed Guarantees are attached hereto and incorporated herein as Exhibit "D" and shall serve as the personal and corporate guarantees for this Agreement. In the event the Lake Park Group is in breach of any of the terms of the Amended Development Order or this Agreement the CRA shall be entitled to recover any of the incremental grant proceeds already paid from the individuals who have executed guarantees personal on behalf of themselves personally and as the President and AMBRs for the corporate entities on whose behalf they have executed the attached Guarantees. The CRA shall also be entitled to pursue any and all remedies,

including damages against any of the corporate entities and their President, or AMBRs, jointly and severely.

12. Recovery of Grant funds. In addition to the remedies and guarantees in paragraph 11, the CRA may also be entitled to recover the funds from the Grant paid during the Term in the event the Lake Park Group is not developing or has not completed the Project in accordance with the Amended Development Order.

13. Assignment Subject To CRA's Advanced Written Approval. This Agreement may only be assigned with the written approval of the CRA. Any other purported assignment shall be null and void.

14. Amendment. This Agreement shall not be revised, changed or amended except by a written amendment executed by both parties.

15. 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.

16. Counterparts. This Agreement may be executed in duplicate counterparts or electronically by DocuSign or other recognized software program which when compiled and taken together shall constitute a single original instrument.

17. Severability. Any provision of this Agreement which is deemed by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective shall be reworked and revised only to the extent of such prohibition or unenforceability and without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

18. Indemnification. Each party hereto hereby agrees to indemnify and hold the other harmless 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. This provision is not intended to, nor does it waive the CRA's rights of sovereign immunity pursuant to Fla. Stat. § 768.28.

19. Attorney Fees. In the event either party is required to enforce the terms of this Agreement, the prevailing party, following a full adjudication on the merits and the waiving or exhaustion of all appeals, shall be entitled to the reimbursement of its attorney fees.

20. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the Lake Park Group provides written documentation that the delay is caused by force majeure, defined as Acts of God, a pandemic, supply chain for construction materials, labor strikes, riots, or wars.

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

22. 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:

Community Redevelopment Agency:

Attn: Executive Director
535 Park Avenue
Lake Park, FL 33403

CIDC Lake Park, LLC

Attn: Frances M. Brandt
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Oceana Logistics International, Inc.

Attn: Amy Angelo
221 Old Dixie Hwy, Suite 1
Tequesta, FL 33469

Kiss Kitchens LLC

c/o Richard Kooris
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Florida Canning Company LLC

c/o Charles Schorr Lesnick
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

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

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK - SIGNATURES TO FOLLOW]

TOWN OF LAKE PARK CRA

By: 
Roger Michaud, Chairman

OCEANA LOGISTICS INTERNATIONAL, INC.

By: 
Amy Angelo, President

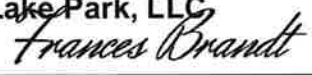
KISS KITCHENS LLC

By: 
Richard Kooris, AMBR

FLORIDA CANNING COMPANY, LLC

By: 
Charles Schorr Lesnick, AMBR

CIDC Lake Park, LLC

By: 
Frances M. Brandt, AMBR

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Title	Amended Grant Agreement.pdf
File name	Amended%20Grant%20Agreement.pdf
Document ID	5c97e55262dd2177fa45765f7450b9352d8f468e
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



SENT

04 / 04 / 2023
21:19:16 UTC

Sent for signature to Richard Kooris (rkooris@501studios.com), Chuck Lesnick (chuck.schorr.lesnick@gmail.com), Amy Angelo (amy.angelo@oceanacoffee.com) and Frances M. Brandt (cidc_mal@live.com) from nkilcoyne@mdw.law
IP: 94.8.45.173



VIEWED

04 / 04 / 2023
21:50:23 UTC

Viewed by Frances M. Brandt (cidc_mal@live.com)
IP: 47.205.38.207



VIEWED

04 / 04 / 2023
22:09:43 UTC

Viewed by Amy Angelo (amy.angelo@oceanacoffee.com)
IP: 98.249.177.207



SIGNED

04 / 04 / 2023
22:10:01 UTC

Signed by Amy Angelo (amy.angelo@oceanacoffee.com)
IP: 98.249.177.207



Audit trail

Title	Amended Grant Agreement.pdf
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Document ID	5c97e55262dd2177fa45765f7450b9352d8f468e
Audit trail date format	MM / DD / YYYY
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 VIEWED	04 / 04 / 2023 22:19:51 UTC	Viewed by Richard Kooris (rkooris@501studios.com) IP: 166.196.68.119
 SIGNED	04 / 04 / 2023 22:20:14 UTC	Signed by Richard Kooris (rkooris@501studios.com) IP: 166.196.68.119
 VIEWED	04 / 11 / 2023 15:57:29 UTC	Viewed by Chuck Lesnick (chuck.schorr.lesnick@gmail.com) IP: 69.118.109.74
 SIGNED	04 / 11 / 2023 15:57:50 UTC	Signed by Chuck Lesnick (chuck.schorr.lesnick@gmail.com) IP: 69.118.109.74
 COMPLETED	04 / 11 / 2023 15:57:50 UTC	The document has been completed.

RESOLUTION NO. : 75-11-22

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 OCEANA LOGISTICS INTERNATIONAL, INC., KISS KITCHENS LLC, AND FLORIDA CANNING COMPANY 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, of the Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and

WHEREAS, Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively the three corporate entities shall be referred to as the "Lake Park Group") are seeking a redevelopment grant ("Grant") from the CRA in the amount of One Million Dollars (\$1,000,000.00) to be used for a redevelopment project ("the Project") for the property located at 1301 10th Street, Lake Park, Florida ("the Property"); and

WHEREAS, the Property is currently owned by CIDC Lake Park LLC ("CIDC"); and

WHEREAS, the Lake Park Group is operating the businesses known as Oceana Coffee, Kiss Kitchens, and Florida Canning Company, pursuant to a site plan approved by Resolution 82-12-21 ("the Development Order"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, CIDC intends to assign all of its right, title and interest in the Property to the Lake Park Group; and

WHEREAS, the receipt of the Grant is expressly conditioned upon the Lake Park Group's compliance with all the obligations that are required for the Project pursuant to the Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") provide the Grant to the Lake Park Group in furtherance of the redevelopment in accordance with the Development Order and an increased valuation of the Property; and for the Project to serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the Commission is willing to make the Grant available to the Lake Park Group based upon the terms set forth in this Agreement; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's redevelopment of the Property in accordance with the Development Order.

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 the Lake Park Group, 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 Stark who moved its adoption. The motion was seconded by Board Member Michaud and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u>/</u>	<u> </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
BOARD MEMBER JOHN LINDEN	<u>/</u>	<u> </u>
BOARD MEMBER ROGER MICHAUD	<u>/</u>	<u> </u>
BOARD MEMBER HENRY STARK	<u>/</u>	<u> </u>
BOARD MEMBER MARY BETH TAYLOR	<u> </u>	<u>/</u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution 75-11-22 duly passed and adopted this 16 day of November, 2022.

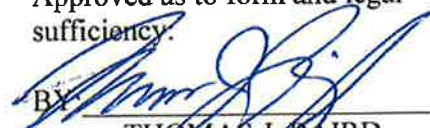
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
CHAIR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK
(TOWN SEAL)
SEAL
TOWN OF LAKE PARK
FLORIDA

Approved as to form and legal
sufficiency.

BY: 
THOMAS I. BAIRD
AGENCY ATTORNEY

REDEVELOPMENT GRANT AGREEMENT

THIS REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made this 16th day of November 2022, by and between the Town of Lake Park Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Oceana Logistics International, Inc. ("Oceana") having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469, Kiss Kitchens LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Kiss Kitchens"), and, Florida Canning Company, LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Florida Canning Company") (the CRA and the corporate entities of Oceana, Kiss Kitchens, and Florida Canning Company, either individually or collectively may be referred to as a Party or the Parties).

RECITALS

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

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and

WHEREAS, Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively the three corporate entities shall be referred to as the "Lake Park Group") are seeking a redevelopment grant ("Grant") from the CRA in the amount of One Million Dollars (\$1,000,000.00) to be used for a redevelopment project ("the Project") for the property located at 1301 10th Street, Lake Park, Florida ("the Property"); and

WHEREAS, the Property is currently owned by CIDC Lake Park LLC ("CIDC"); and

WHEREAS, the Lake Park Group is operating the businesses known as Oceana Coffee, Kiss Kitchens, and Florida Canning Company, pursuant to a site plan approved by Resolution 82-12-21 ("the Development Order"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, CIDC intends to assign all of its right, title and interest in the Property to the individual corporate entities which comprise the Lake Park Group; and

WHEREAS, the receipt of the Grant is expressly conditioned upon the each of the corporate entities of the Lake Park Group, jointly and severally remaining in compliance with all of the obligations that are required for the Project pursuant to the Grant and the Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") provide the Grant to the corporate entities which comprise the Lake Park Group in furtherance of the redevelopment of their properties and the Project in accordance with the Development Order; and

WHEREAS, it is expected that by proving the grant for the Project the Town will realize an increase in the valuation of the Property and that the Project will serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the Commission is willing to make the Grant available to the Lake Park Group based upon the terms set forth in this Agreement and provided it has received Personal Guarantees from the principles of the corporate entities; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's timely redevelopment of the Property in accordance with the Development Order.

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 above are incorporated herein as if stated again.

2. Grant. The Town of Lake Park Community Redevelopment Agency (the "CRA") agrees to provide the Lake Park Group with a Grant in the amount of One Million Dollars (\$1,000,000.00) payable in equal increments of Two Hundred Thousand Dollars (\$200,000.00) on or before November 30 of each of Five (5) consecutive years, with the initial payment to be made on or before November 30, 2022, and the final disbursement made on or before November 30, 2026. The Grant is contingent upon the Lake Park Group's redevelopment of the Property consistent with the Development Order rendered by the Town Commission.

3. Condition Precedent. On or before November 2, 2022, the Lake Park Group shall submit to the CRA sufficient information, which in the reasonable discretion of the CRA Commission demonstrates that the total construction cost for the Project shall exceed Six Million Dollars (\$6,000,000.00).

4. Initiation of Construction and Completion. The completion of the redevelopment Project shall be in compliance with the Development Order. The corporate entities of the Lake Park Group must commence development of the Project within 18 months of Development Order approval, or February 1, 2023, and a certificate of completion or occupancy must be achieved within 18 months of when construction is initiated, or by August 1, 2024. Notwithstanding the foregoing, the Lake Park Group shall not be held liable or responsible, nor be in breach of this Agreement, for any failure or delay in the substantial completion of the Project or any other term of this Agreement if such failure or delay is the result of a force majeure as defined in paragraph 21.

5. Use of Funds. The funds from the Grant shall be used by the corporate entities comprising the Lake Park Group, or its successors and assigns in accordance with paragraph 14, if approved by the CRA for development of the Project as approved in the Development Order for the Property. A copy of the Development Order is included herein as Exhibit "A" and incorporated by reference herein and as a material term of the Grant. **The CRA shall disburse the following amounts of grant funds to Oceana - 300,000; Kiss Kitchens - \$603,119, and Florida Canning Company - \$76,881.**

6. Entitlement To Grant Funds Contingent Upon Initiation and Completion of Construction. In order to be entitled to retain the initial Two Hundred Thousand Dollar (\$200,000.00) installment of the Grant, to be paid on or before November 30, 2022, and any installment thereafter, each of the businesses which comprise the Lake Park Group shall initiate construction no later than February 1, 2023 (except in the event of force majeure as defined in paragraph 21 below), and shall complete construction, as evidenced by the receipt of a certificate of completion or occupancy no later than August 1, 2024 (except for events of force majeure as defined in paragraph 21 below). The failure to initiate, continue, or substantially complete construction on or before these dates shall constitute a breach of the Agreement and shall immediately render the CRA's obligations to provide any further installments null and void. Furthermore, the businesses comprising the Lake Park Group agree to be jointly or severally liable for the return to the CRA of any funds provided that have not already been deployed into the Project in the event it does not comply with these dates.

7. Subordination. The CRA acknowledges that the Grant Funds provided shall be on terms that are subordinate to both the Lake Park Group's previously obtained SBA loan and any commercially obtained construction loan or other funding utilized to undertake and construct the Project and the terms and conditions and such fulfillment of the terms contained herein shall not interfere with the obligations of the Lake Park Group with respect to these loans.

8. Term of Operation. In order to be excused from the repayment of the funds from the Grant, the business which comprise the Lake Park Group, and/or its successors and assigns shall continuously operate during normal business hours each week of each year during the Term, absent force majeure, from the date of the execution of this Agreement for 10 consecutive years, or until November 30, 2032. If at any time during such 10-year term of operation, should either Oceana, Kiss Kitchens, or Florida Canning Company not be open and operating its business, as set forth herein, or should either Oceana, Kiss Kitchens, or Florida Canning Company cease operating its business on the Property, this shall constitute a breach of this Agreement and the funds granted to each of the businesses shall be returned to the CRA. This term applies jointly and severally to Oceana, Kiss Kitchens, and Florida Canning Company.

9. Sale or Transfer of the Lake Park Group Businesses/Property. Should any or all of the entities comprising the Lake Park Group, elect to sell or transfer its or their ownership interests in the Property to any third party during the Term, it or they shall obtain the written consent of the CRA, which shall not be unreasonably withheld, provided the businesses continue to be operated consistent with the Development Order and this Agreement. Should any of the businesses which comprise the Lake Park Group propose to sell or transfer its business, then that business shall provide the CRA with a written request of its intention to sell or transfer the Property at least 90 days in advance of the proposed sale of its or their ownership interest in the Property. If the CRA approves of the sale or transfer of the Property and/or the business(es) located thereon, during the Term, the successors or assigns to the Property and/or businesses shall become responsible for compliance with the terms of this Agreement. Notwithstanding the foregoing and supplementing such terms, the CRA agrees not to unreasonably withhold its permission provided such sale or transfer of the Property or a business thereon is to a third party who uses its interest in the Property for the

same use and purpose and is employing the same number of employees [from the Town of Lake Park] as the originating businesses.

10. Lien. This Agreement shall be recorded in the property records of Palm Beach County and shall constitute a lien against the Property, enforceable by foreclosure or for an action for a money judgement.

11. Guarantees. The President and the AMBRs of Oceana, Kiss Kitchens, and the Florida Canning Company shall provide the CRA with a personal and corporate guarantee as that corporate entity's collateral for the performance of the obligations under this Agreement and the Development Order and the receipt of its grant funds received from the CRA. In the event the either Oceana, Kiss Kitchens, or the Florida Canning Company is in breach of any of the terms of the Development Order or this Agreement, then these corporate entities shall be jointly and severally liable for the repayment of the Grant Funds as set forth herein.

12. Recovery of Grant funds. In addition to the guarantees in paragraph 11, and any exercise of its other remedies to recover the Grant Funds pursuant to paragraph 6 and 10, for breach of any of the terms of this Agreement, the CRA may also be entitled to recover the funds from the Grant paid during the Term in the event that Oceana, Kiss Kitchens, the Florida Canning Company, or the Lake Park Group is not developing or has not completed the Project in accordance with the Development Order.

13. Joint and Several Liability. Oceana, Kiss Kitchens and Florida Canning Company shall be jointly and severally liable for the development of the Project in accordance with the Development Order for the Project and for the performance of all of the obligations as set forth herein. The CRA shall be entitled to recover the funds granted to Oceana, Kiss Kitchens, and the Florida Canning Company, either jointly or severally.

14. Assignment Subject To CRA's Advanced Written Approval. This Agreement may only be assigned with the written approval of the CRA. Any other purported assignment shall be null and void.

15. Amendment. This Agreement shall not be revised, changed or amended except by a written amendment executed by both parties.

16. 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.

17. Counterparts. This Agreement may be executed in duplicate counterparts or electronically by DocuSign or other recognized software program which when compiled and taken together shall constitute a single original instrument.

18. Severability. Any provision of this Agreement which is deemed by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective shall be reworked and revised only to the extent of such prohibition or unenforceability and without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

19. Indemnification. The CRA and each of the corporate entities of the Lake Park Group hereby agree to indemnify and hold the other harmless 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. This provision is not intended to, nor does it waive the CRA's rights of sovereign immunity pursuant to Fla. Stat. § 768.28.

20. Attorney Fees. In the event either the Town or any of the corporate entities of the Lake Park Group is required to enforce the terms of this Agreement, the prevailing party, following a full adjudication on the merits and the waiving or exhaustion of all appeals, shall be entitled to the reimbursement of its attorney fees.

21. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure, defined as Acts of God, a pandemic, supply chain for construction materials labor strikes, riots, or wars or as otherwise stated herein.

22. Successors and Assigns. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the Lake Park Group's successors and assigns.

23. 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

Oceana Logistics International, Inc.
Attn: Amy Angelo
221 Old Dixie Hwy, Suite 1
Tequesta, FL 33469

Kiss Kitchens LLC
c/o Charles Schorr Lesnick
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Florida Canning Company LLC
c/o Richard Kooris
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

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

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK - SIGNATURES TO FOLLOW]

TOWN OF LAKE PARK CRA

By: 
Michael O'Rourke, Chairman



OCEANA LOGISTICS INTERNATIONAL, INC.

By: 
Amy Angelo, President

KISS KITCHENS LLC

By: Richard Kooris
Richard Kooris, AMBR

Florida Canning Company, LLC

By: 
Charles Schorr Lesnick, AMBR

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Title	Grant Agreement - Town signatures.pdf
File name	Grant%20Agreement...%20signatures.pdf
Document ID	aab38dbdc6bc6401cf1386ad6134e214f966fe77
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



11 / 30 / 2022
17:04:03 UTC

Sent for signature to Richard Kooris
(rkooris@501studios.com) from nkilcoyne@marksdipalermo.com
IP: 158.106.217.218



11 / 30 / 2022
17:46:12 UTC

Viewed by Richard Kooris (rkooris@501studios.com)
IP: 122.56.100.67



11 / 30 / 2022
17:46:49 UTC

Signed by Richard Kooris (rkooris@501studios.com)
IP: 122.56.100.67



11 / 30 / 2022
17:46:49 UTC

The document has been completed.

UNCONDITIONAL GUARANTY OF REPAYMENT AND PERFORMANCE

THIS GUARANTY is made as of the 29 day of November, 2022, by FLORIDA CANNING COMPANY, LLC, a Florida limited liability company ("**Florida Canning Company**"), having an address at 11259 Edgewater Circle, Wellington, FL 33414, CHARLES SCHORR LESNICK, having an address at 11259 Edgewater Circle, Wellington, FL 33414, KISS KITCHENS LLC, a Florida limited liability company ("**Kiss Kitchens**"), having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, RICHARD KOORIS, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, LEONARD SCHWARTZ, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL, 34202, OCEANA LOGISTICS INTERNATIONAL INC., a Florida corporation ("**Oceana**"), having an address at 221 Old Dixie Hwy., Suite 1, Tequesta, FL 33469, and AMY ANGELO, having an address at 221 Old Dixie Hwy., Suite 1, Tequesta, FL 33469 (collectively, "**Guarantors**").

WITNESSETH:

A. Oceana, Kiss Kitchens, and Florida Canning Company (collectively, "**Grantees**") sought a redevelopment grant ("**Grant**") from the Town of Lake Park Community Redevelopment Agency ("**Grantor**") in the amount of \$1,000,000.00 to be used for a redevelopment project ("**Project**") for the property located at 1301 10th Street, Lake Park, Florida.

B. Grantor and Grantees entered into that certain Redevelopment Grant Agreement dated November 16, 2022 (the "**Grant Agreement**") in which Grantor agrees to provide the Grant to Grantees subject to the terms and conditions of the Grant Agreement. The receipt of the Grant is expressly conditioned upon Grantees jointly and severally remaining in compliance with all of the obligations that are required for the Project pursuant to the Grant Agreement and the Development Order (the Grant Agreement and the Development Order are collectively referred to herein as the "**Grant Documents**").

C. Grantor has agreed to make the Grant available to Grantees in consideration, among other things, of the covenants and obligations made and assumed by Guarantors as herein set forth.

D. Guarantors will benefit directly from the making of the Grant to Grantees.

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

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

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

3. Grantor hereby agrees to provide Guarantors with 60 days' written notice (the "**Written Notice**") of any default by the Grantees under the provisions of the Grant Documents.

Provided 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 Grantees may agree, with respect to the Grant Documents, waive notice of acceptance of this Guaranty.

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

5. The obligations of Guarantors under this Agreement 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 Grantees contained in the Grant Documents, (c) the existence of any security given to secure the Grant, (d), (e) any defense that may arise by reason of the incapacity or lack of authority of Grantees or any Guarantors or the failure of Grantor to file or enforce a claim against the estate of Grantees or any Guarantors in any bankruptcy or other proceeding, or (f) 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 Guarantor or surety.

6. If Guarantors shall advance any sums to Grantees or their successors or assigns, or if the Grantees 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 Grantees at any time when either Grantees 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 Grantees' obligations under the Grant Documents. Nothing herein contained shall be construed to give Guarantors 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.

7. Guarantors 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 Guarantors 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 Grantees; and (f) if Guarantors or Grantees have delivered to Grantor financial statements of Guarantors, there has been no material adverse change in the financial condition of Guarantors from the financial condition of Guarantors shown on such financial statement delivered to Grantor.

8. 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

Oceana Logistics International, Inc.
 Attn: Amy Angelo
 221 Old Dixie Hwy, Suite 1
 Tequesta, FL 33469

Florida Canning Company, LLC
 c/o Charles Schorr Lesnick
 11259 Edgewater Circle
 Wellington, FL 33414

Kiss Kitchens LLC
 c/o Richard Kooris
 15375 Blue Fish Circle
 Lakewood Ranch, FL 34202

Amy Angelo
 221 Old Dixie Hwy., Suite 1
 Tequesta, FL 33469

Charles Schorr Lesnick
 11259 Edgewater Circle
 Wellington, FL 33414

Richard Kooris
 15375 Blue Fish Circle
 Lakewood Ranch, FL 34202

Leonard Schwartz
 15375 Blue Fish Circle
 Lakewood Ranch, FL 34202

Cabot J. Marks, Esq.
 Marks DiPalermo Wilson PLLC
 485 Madison Ave., 16th Floor
 New York, NY 10022

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 Guarantors 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 will 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 Agreement shall be binding upon Guarantors, and Guarantors' 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 are and shall be joint and several and are and shall be joint and several with the obligations and liabilities of Grantees and any other guarantors of obligations arising under the Grant Agreement. For purposes of this instrument 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.

13. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this 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.

14. This Agreement may be signed in several counterparts all of which counterparts when taken together will constitute this Agreement. Each such counterpart shall be valid and enforceable against the party and/or parties by whom it is signed.

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

16. 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, Grantees or any Guarantors of any obligation created under the Grant, 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 Agreement the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

Signed, Sealed and Delivered
In the Presence of:

Print Name: Nev Rotem

Print Name: Monette H. Baurin

FLORIDA CANNING COMPANY, LLC,
a Florida limited liability company

By: Charles Schorr Lesnick
Its: Authorized Member

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~PALM BEACH~~ Westchester

The foregoing instrument was acknowledged before me this 29 day of November, 2022,
by Charles Schorr Lesnick, Authorized Member of Florida Canning Company, LLC, a Florida
limited liability company, who is ☒ personally known to me or who ☐ produced
as identification.

(NOTARY SEAL)
JEAN E TICKELL
NOTARY PUBLIC STATE OF NEW YORK
WESTCHESTER COUNTY
LIC: # 01T18361509
COMM. EXP. 7/10/2025

Notary Public
Print Name: Jean Tickell

My commission expires: 7/10/2025

Signed, Sealed and Delivered
in the Presence of:

Print Name: Niv Rotem

Charles Schorr Lesnick
CHARLES SCHORR LESNICK

Print Name: Charlotte A. Baur

STATE OF FLORIDA New York
COUNTY OF PALM-BEACH Westchester

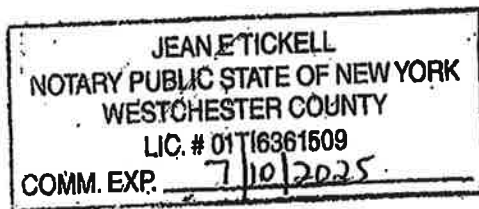
The foregoing instrument was acknowledged before me this 29th day of November, 2022,
by CHARLES SCHORR LESNICK, who is ☒ personally known to me or who ☐ produced
as identification.

(NOTARY SEAL)

Jean Tickell
Notary Public

Print Name: Jean Tickell

My commission expires: 7/10/2025



Signed, Sealed and Delivered
in the Presence of:

[Signature]
Print Name: KAL SIMON

[Signature]
Print Name: SARA SYLVESTER

KISS KITCHENS LLC,
a Florida limited liability company

Richard Kooris

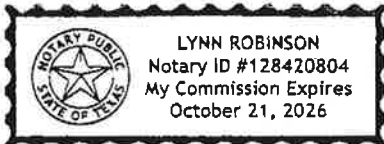
By: Richard Kooris
Its: Authorized Member

[Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21ST day of DECEMBER, 2022,
by Richard Kooris, Authorized Member of Kiss Kitchens, LLC, a Florida limited liability company,
who is ☒ personally known to me or who ☐ produced
as identification.

(NOTARY SEAL)



Lynn Robinson
Notary Public
Print Name: LYNN ROBINSON

My commission expires: 10.21.2026

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Print Name: Sara Synoff

[Signature]
Print Name: Kel Simon

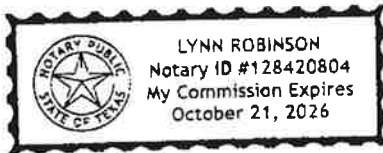
Richard Kooris
RICHARD KOORIS

[Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of DECEMBER, 2022,
by RICHARD KOORIS, who is ☒ personally known to me or who ☐ produced
as identification.

(NOTARY SEAL)



Lynn Robinson
Notary Public
Print Name: LYNN ROBINSON

My commission expires: 10.21.2026

Signed, Sealed and Delivered
in the Presence of:

Lance H. Schwartz
Print Name: Lance H. Schwartz

LEONARD SCHWARTZ

N/A
Print Name: _____

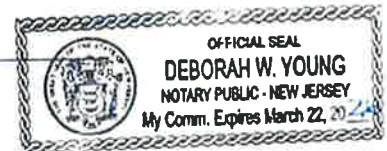
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of November, 2022,
by LEONARD SCHWARTZ, who is ☐ personally known to me or who ☒ produced
NJ Driver's License # S1570 45971 01544 as identification.

(NOTARY SEAL)

Deborah W. Young
Notary Public
Print Name: _____

My commission expires: _____



Signed, Sealed and Delivered
in the Presence of

OCEANA LOGISTICS INTERNATIONAL
INC. a Florida corporation

Print Name Amy Angelo

By Amy Angelo
Its President

Print Name A. Angelo

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29 day of Nov 2022
by Amy Angelo President of Oceana Logistics International Inc a Florida corporation who is
[X] personally known to me or who [] produced
as identification

(NOTARY SEAL)

Notary Public
Print Name Jessica Dealing

My commission expires 7/4/24



Signed, Sealed and Delivered
in the Presence of

Print Name AMY ANGELO AMY ANGELO

Print Name AMY ANGELO

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29 day of Nov. 2022.
by AMY ANGELO, who is ☒ personally known to me or who ☐ produced
as identification

(NOTARY SEAL)

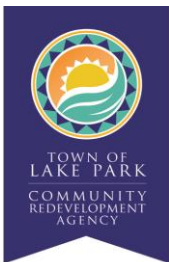


Notary Public

Print Name JESSICA DEYOUNG

My commission expires 9/4/24

P:\DOCS\26508\00003\DOC\2761657.DOC



CRA
Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: Assignment and Amendment of Grant Agreement with Brooklyn Cupcake to Liberty Square, LLC for the property located at 798 10th Street

- ☐ SPECIAL PRESENTATION/REPORT
- ☐ OLD BUSINESS
- ☐ DISCUSSION FOR FUTURE ACTION
- ☐ CONSENT AGENDA
- ☒ NEW BUSINESS
- ☐ OTHER: General Business

Approved by Executive Director: _____ Date: _____

Allison Justice, CRA Administrator

Name/Title

Bambi McKibbon-Turner

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town Manager/Human Resources Director, email=bturner@lakeparkflorida.gov, c=US
Date: 2024.11.18 16:43:33 -05'00'

Originating Department: Executive Director	Costs: \$ Funding Source: Acct. # [] Finance _____	<u>Attachments:</u> ➔ Resolution ➔ Amendment
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Summary Explanation/Background:

On August 3, 2022, the CRA Board approved a Grant Agreement with Brooklyn Cupcake for Interior improvements to the property at 798 10th Street.

The following are some major terms from the Original Agreement:

1. Total Grant: \$130,000
2. Improvements:

Sea Coast Utility			
Administrative Fee	\$1,140.00		
Connection Fee	\$8,267.00		
Survey	\$4,700.00		
Engineer	\$2,500.00		
DeeVan			
SANITARY SEWER	\$25,100.00		
82' - 6" SDR-26 PVC			
3 - 6" clean-out assemblies			
1 - 6"x6" cut in wye			
1 LS - Sawcut and remove existing asphalt			
625 SF - Asphalt restoration			
GREASE TRAP	\$12,500.00		
1 - 750 gallon grease trap with ring and covers set to grade			
* Bid assume existing pipe has enough cover to set the pipe			
Dual RPZ backflow valve & installation	\$10,000.00		
Plumbing (permits and work)	\$32,000.00		
Floor and foundation wall cut and restoration			
15' - 6" PVC			
3 compartment sink plumbing and installation			
Floor drain installation			
Camera existing drains			
2 ADA bathroom installations (toilet, hand sink)			
Framing, Boarding, Taping, & Drop Ceiling	\$33,793.00	Lake Park Total	\$130,000.00

3. Term: 5 Years located at 798 10th St.
4. Repayment: \$130,000 Amortized

Assignment and First Amendment Request:

Section 6 of the Grant Agreement states that the Grant can be assigned to another party given the approval of the CRA Board. The improvements to the property will benefit the overall property value and allows the owner to lease the space to another restaurant.

The Property Owner signed a lease in mid-November with a Caterer and restaurant, who will be occupying the space at 798 10th Street. The business is relocating and expanding options and should be an enhancement to the property.

Staff is recommending an assignment of this Grant Agreement to Liberty Square, LLC, who owns the property. There is 33 months currently remaining on the Agreement for an amortized total of \$71,494.

Request:

1. Assign and Amend the Grant Agreement to Brooklyn Cupcake to Liberty Square, LLC
 - a. Property cannot be sold for 33 months
 - b. Restaurant use with consistent hours required

Recommended Motion: Approve Resolution and Assignment

RESOLUTION 98-11- 24

**A RESOLUTION OF THE COMMUNITY
REDEVELOPMENT AGENCY OF THE TOWN OF LAKE
PARK, FLORIDA, AUTHORIZING AND DIRECTING THE
CHAIRMAN TO SIGN AN ASSIGNMENT OF A GRANT
AGREEMENT WITH BROOKLYN CUPCAKE; 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 the Florida Constitution and Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Florida Statutes, to provide financial incentives in the form of grants to small business owners proposing to re- develop properties within the Town's community redevelopment area; and

WHEREAS, on August 3, 2022, pursuant to a Redevelopment Grant Agreement (the Agreement), the CRA Board awarded a redevelopment grant to Brooklyn Cupcake (Grantee) in the amount of \$130,000 (the Grant) to be used for the certain interior improvements to benefit the property located at 798 10th Street, Lake Park, Florida (the Property); and

WHEREAS, the term of the Grant was five (5) years, beginning on August 3, 2022; and

WHEREAS, pursuant to the Agreement, Brooklyn Cupcake was required to open and maintain its business on the Property 10 hours per day, 6 days per week during the term; and

WHEREAS, pursuant section 6 of the Agreement and with the CRA's approval, Brooklyn Cupcake is permitted to assign the Grant to another party for a restaurant use; and

WHEREAS, Brooklyn Cupcake vacated the property on October 31, 2024, which left two years remaining on the agreement; and

WHEREAS, Liberty Square, LLC (Owner) is the owner of the Property and the beneficiary of the Grant which paid for interior improvements to the Property to accommodate a restaurant use; and

WHEREAS, recognizing that the Owner of the Property has benefited from the CRA's award of the Grant, the Owner agrees to assume all terms of the Grant, including but not limited to the repayment of the Grant if the Property is to occupied as a restaurant for the remainder of the five year term (33 months) and the repayment of the balance of the Grant (\$71,494) if a restaurant is not operating on the Property 10 hours per day, 6 days per week; and

WHEREAS, the CRA Board is willing to assign the Grant to the Property Owner based upon the terms herein.

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

Section 1. The foregoing recitals and the Agreement are incorporated herein.

Section 2. As the assignee of the Grant, Liberty Square, LLC shall execute a lease with another restaurant business, which specifically requires that business to occupy the Property for a minimum of 33 months from the execution of the lease. The lease shall also provide that the new restaurant operating on the Property shall operate continuously for the 33 months and be open 10 hours per day, 6 days per week.

Section 2. The CRA Board hereby directs and authorizes the Board Chairman to execute an assignment of the Agreement with Brooklyn Cupcake to Liberty Square, LLC, a copy of which is attached hereto and incorporated herein.

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

RESOLUTION 42-08-22**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 BROOKLYN CUPCAKE; 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 the Florida Constitution and Chapter 163, Part III, Florida Statutes; and

WHEREAS, Brooklyn Cupcake (BC) is seeking a redevelopment grant from the CRA in the amount of \$130,000 (the Grant) to be used for the redevelopment of its property located at 798 10th Street, Lake Park, Florida (the Property); and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Florida Statutes, to provide financial incentives in the form of grants to small business owners proposing to re-develop properties within the Town's community redevelopment area; and

WHEREAS, the CRA's Executive Director recommends that the CRA's Board of Commissioners (the Commission) provide the Grant to BC to assist it with build-out and grease trap/infrastructure costs; and

WHEREAS, the Commission is willing to make the Grant available to BC on the terms set forth in an agreement between the CRA and BC.

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 Board Chairman to execute the Grant Agreement with Brooklyn Cupcake, a copy of which is attached hereto and incorporated herein.

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

The foregoing Resolution was offered by Board Member Stark 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 MICHAEL O'ROURKE	<u>/</u>	—
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	—
BOARD MEMBER JOHN LINDEN	<u>/</u>	—
BOARD MEMBER ROGER MICHAUD	<u>/</u>	—
BOARD MEMBER HENRY STARK	<u>/</u>	—
BOARD MEMBER MARY BETH TAYLOR	<u>/</u>	—

The Community Redevelopment Agency thereupon declared the foregoing Resolution 42-08-22 duly passed and adopted this 3 day of August, 2022.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
CHAIR

ATTEST:


VIVIAN MENDEZ
AGENCY CLERK
(TOWN SEAL)


Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
AGENCY ATTORNEY

REDEVELOPMENT GRANT AGREEMENT

August **THIS REDEVELOPMENT GRANT AGREEMENT** ("Agreement") is made this 3 day of *August* 2022, by and between The Town of Lake Park's Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Brooklyn Cupcake, ("BC") having an address at 798 10th Street, Lake Park, FL 33403 (the Property).

RECITALS

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

WHEREAS, Brooklyn Cupcake (BC) is seeking a redevelopment grant from the CRA in the amount of \$130,000 (the Grant) to be used for the redevelopment of its property located at 798 10th Street, Lake Park, Florida (the Property); and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Florida Statutes, to provide financial incentives in the form of grants to small business owners proposing to develop their properties within the Town's community redevelopment area; and

WHEREAS, the CRA's Executive Director recommends that the CRA's Board of Commissioners (the Commission) provide the Grant to BC which is to be used to assist it with the build-out of the Property and grease trap/infrastructure costs; and

WHEREAS, the Commission agrees to make the Grant available to BC on the terms set forth in this Agreement.

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. **CRA Grant.** The Town's Community Redevelopment Agency (CRA) agrees to provide BC with the Grant in the amount of \$130,000. [The Grant shall be amortized over the five years of the Term. Each year BC remains in business during the Term, its obligation to repay the entire grant in the event it does not remain in business for the entire term shall be reduced by \$26,000.
3. **Use of Funds.** [Payments shall be made to BC upon the Town's receipt and verification of the invoices for the grease trap and build-out. The funds shall be used by BC as follows:

Sea Coast Utility			
Administrative Fee	\$1,140.00		
Connection Fee	\$8,267.00		
Survey	\$4,700.00		
Engineer	\$2,500.00		
DeeVan			
SANITARY SEWER	\$25,100.00		
82' - 6" SDR-26 PVC			
3 - 6" clean-out assemblies			
1 - 6"x6" cut in wye			
1 LS - Sawcut and remove existing asphalt			
625 SF - Asphalt restoration			
GREASE TRAP	\$12,500.00		
1 - 750 gallon grease trap with ring and covers set to grade			
* Bid assume existing pipe has enough cover to set the pipe			
Dual RPZ backflow valve & installation	\$10,000.00		
Plumbing (permits and work)	\$32,000.00		
Floor and foundation wall cut and restoration			
15' - 6" PVC			
3 compartment sink plumbing and installation			
Floor drain installation			
Camera existing drains			
2 ADA bathroom installations (toilet, hand sink)			
Framing, Boarding, Taping, & Drop Ceiling	\$33,793.00	Lake Park Total	\$130,000.00

4. Term. BC shall remain in business at the Property for five years from the date of execution of the Agreement.

5. Repayment. Should BC elect to close or relocate its business, it agrees to pay back to the CRA the amount of the funds which the CRA has paid to it up until it ceases operations on the Property.

6. Assignment. This Agreement shall not be assigned without the CRA's written prior written consent.

7. Amendment. This Agreement shall not be revised, changed or amended except by a written amendment executed by both parties.

8. 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.

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

10. Severability. Any provision of this Agreement which is deemed by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or

unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

11. Indemnification. BC 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.

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

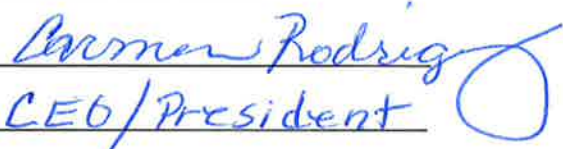
TOWN OF LAKE PARK CRA

By: 
Michael O'Rourke, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Thomas J. Baird, General Counsel

BROOKLYN CUPCAKE

By: 
Its: CEO/President



Founded by sisters Carmen Rodriguez and Gina Madera, Brooklyn Cupcake is a story of unconditional belief and unrelenting commitment. Founded in 2010, Brooklyn Cupcake was born out of challenge and has grown to represent hope for a community that help lift it to becoming the Best of New York. When owner Carmen Rodriguez found herself at a career crossroads, she recruited her sister Gina Madera and cousin Michelle Caballero to help her create something special in their hometown of Brooklyn. Building this cupcake shop would require family and friends to join together and commit to making Carmen's vision a reality. It wasn't long before the little neighborhood spot would start to get big attention. What began as simply weekend cupcakes for the family children has become NYC's celebrated new cupcake shop. Taking advantage of their mixed cultural background and Brooklyn upbringing, with the help of their cousin, Michele Caballero, the sisters created a menu of Puerto Rican and Italian inspired cupcakes. The flavors included favorites like Flan, Dulce de Leche, Tres Leche, Tiramisu, Rainbow Cookie and Coquito. Today Brooklyn Cupcake is The Best of New York as per the NY Daily News readers. The shop is listed in the Zagat NY Dining Guide and enjoys an incredible following throughout the Tri-State area and beyond.

Sunny Anderson visits Brooklyn Cupcake







Brooklyn Made Gold Certified

Managed by the Brooklyn Chamber of Commerce, Brooklyn-Made is a certification program for locally-made goods.

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ASSIGNMENT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Brooklyn Cupcake, first party, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration hereby acknowledged by Liberty Square, LLC, the second party, do hereby sell, transfer, assign and set over unto the second party that Redevelopment Grant Agreement (Agreement), a copy of which is attached hereto and incorporated herein pertaining to the property located at 796 10th Street, Lake Park, Florida.

The Agreement was made and entered into between the Lake Park Community Redevelopment Agency and Brooklyn Cupcake, and is dated the 20 of November, 2024.

Pursuant to this Assignment, Liberty Square, LLC shall be bound to all of the terms, covenants, conditions, and stipulations contained in the Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2024.

Signed, Sealed and Delivered
in the Presence of:

Brooklyn Cupcake

By: _____
Printed Name:
Title:

ACCEPTANCE OF ASSIGNMENT

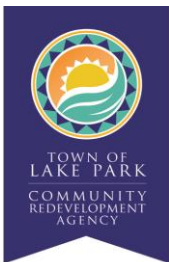
The undersigned hereby accepts the foregoing Assignment of Contract for Sale and Purchase and agrees that I shall be bound to perform all the obligations, covenants, agreements and duties under the Contract for Sale and Purchase.

Dated this ____ day of _____, 20____.

Signed, Sealed and Delivered
in the Presence of:

Liberty Square, LLC, a Florida limited liability
corporation

By: _____
Printed Name:
Title:



CRA
Agenda Request Form

Meeting Date: November 20, 2024

Agenda Item No.

Agenda Title: First Amendment to the Agreement with Liberty Square, LLC for the property located at 796 10th Street.

- ☐ SPECIAL PRESENTATION/REPORT
- ☐ OLD BUSINESS
- ☐ DISCUSSION FOR FUTURE ACTION
- ☐ CONSENT AGENDA
- ☒ NEW BUSINESS
- ☐ OTHER: General Business

Bambi

Approved by Executive Director: ~~McKibbon-Turner~~

Allison Justice, CRA Administrator
Name/Title

Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake
Park, ou=Assistant Town Manager/Human
Resources Director,
email=bturmer@lakeparkflorida.gov, c=US
Date: 2024.11.18 16:40:03 -05'00'

Date: _____

Originating Department:	Costs: \$	Attachments:
Executive Director	Funding Source:	➔ Resolution
	Acct. #	➔ Amendment
	<input type="checkbox"/> Finance _____	

Summary Explanation/Background:

On September 20, 2023, the CRA Board approved a grant agreement with Liberty Square, LLC for the property located at 796 10th Street.

The following are some major terms from the Original Agreement:

1. Total Grant: \$360,000
2. Proof of Private investment over \$720,000
3. Payments: \$180,000 – equal increments as a reimbursement (after \$360,000 Private Investment)
 - a. First Reimbursement Paid in September 2024
4. Term: 5 Years with no property sale
5. Security: Lien and personal guarantee
6. Certificate of Completion: 15 months after original agreement (December 2024)

First Amendment Request:

Liberty Square, LLC is requesting an extension of issuance of the certificate of completion until June 30, 2025. Although construction is underway, and expected completion is in January 2025, an extension of six (6) months will give sufficient time for the owner to complete construction on this building.

Request:

1. Extend the Certificate of Completion deadline June 30, 2025

Recommended Motion: Approve Resolution and First Amendment

RESOLUTION 99-11-24**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.

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, a copy of which is attached hereto and made a part hereof.

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

FIRST AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT

THIS FIRST AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made on this of November 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

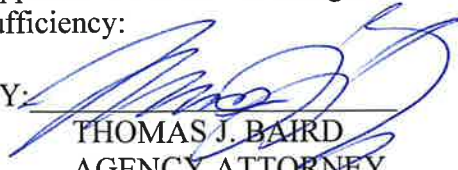
BY: 
 ROGER D. MICHAUD
 CHAIR

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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