



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

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
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:

1. Update and Recap of Meetings with CRA Businesses and the Status of the CRA Marketing Plan and upcoming events.
2. Second Amendment to the Agreement with Lake Park Group (Oceana Coffee).

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:

3. September 18, 2024 Special Call Community Redevelopment Agency Minutes.

NEW BUSINESS:

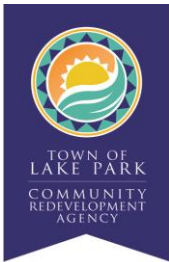
4. Resolution 94-11-24 Approve Façade and Exterior Improvement Grant to Hope Investment Enterprises, Inc. for the Property Located at 903 Park Avenue.

EXECUTIVE DIRECTOR/BOARD MEMBER COMMENTS:

AGENCY MEMBER REQUESTS:

ADJOURNMENT:

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



CRA Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: Presentation on ongoing CRA Marketing efforts

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

Bambi McKibbon

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'

Approved by Executive Director: Turner

Date:

Allison Justice, CRA Administrator

Name/Title

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

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:

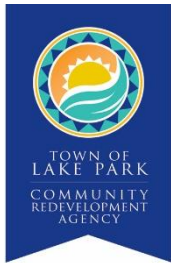
1. Lights on Town Hall
2. Encouraging lights on Park Avenue properties (white border lighting)
3. White border lights on the CRA building at 800 Park Ave and the Lake Park Fire Station at 1000 Park Ave.
4. Temporary sound playing holiday music from 4PM-10PM nightly

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



CRA Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

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

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

Approved by Executive Director: **Bambi 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: 2024.10.31 16:36:32 -04'00'

Allison Justice, CRA Administrator
Name/Title

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

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 from Hurricane Helene and Milton, which have 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 due to the line being unmarked. This 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. Since FPL was unable to replace the transformer, the building has not had power, therefore, other critical path completion items have been delayed.

In addition, plans for underground utilities through Seacoast were approved; however, in September 2024, Seacoast recommended changes to the plan. These suggested changes have caused an additional delay for completion.

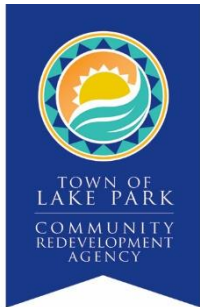
Due to these unforeseen delays, Lake Park Group is asking for an extension of time to the agreement with a Temporary Certificate of Completion to be received on or before February 28, 2025. Punch list items may still be outstanding at this time; however, the space will be available for occupancy.

Request:

1. Extend the deadline to receive a Temporary Certificate of Completion to February 28, 2025.

Recommended Motion:

Report only



Community Redevelopment Agency Agenda Request Form

Meeting Date: November 6, 2024

Agenda Item No.

Agenda Title: September 18, 2024 Special Call Community Redevelopment Agency Meeting Minutes.

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

Bambi

Approved by Executive Director: Bambi 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: 2024.09.25 15:50:15 -04'00'

Vivian Mendez, Agency Clerk, MMC

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Meeting Minutes
	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>V.M.</u> Please initial one.

Recommended Motion: I move to approve the September 18, 2024 Special Call Community Redevelopment Agency Meeting Minutes.



Lake Park Town Commission, Florida

Special Call Community Redevelopment Agency

Meeting Minutes

Wednesday, September 18, 2024 at 9:39 PM

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

Roger Michaud	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Michael Hensley	—	Agency Member
Carmen Rodriguez	—	Agency Member
Mary Beth Taylor	—	Agency Member
Judith Thomas	—	Agency Member
Vacant	—	Agency Member
John O. D’Agostino	—	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.

CALL TO ORDER/ROLL CALL

9:39 P.M.

Board Member Rodriguez was absent.

PLEDGE OF ALLEGIANCE

The pledge was conducted earlier in the evening.

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.

NONE

CONSENT AGENDA:

1. September 4, 2024 Community Redevelopment Agency Meeting Minutes.

Motion to approve the Consent Agenda made by Vice-Chair Glas-Castro, Seconded by Board Member Hensley.

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

NEW BUSINESS:

2. Resolution 65-09-24 For Approval Of Property And Casualty Insurance For The Community Redevelopment Agency (CRA) For Fiscal Year 2025.

Assistant Town Manager/Human Resources Director Bambi Turner explained the item.

Motion to approve Resolution 65-09-24 made by Board Member Thomas, Seconded by Board Member Hensley.

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

3. Resolution 80-09-24 Authorizing the Chair to Execute the Third Addendum to the Law Enforcement Service Agreement between PBSO and the Lake Park Community Redevelopment Agency.

Executive Director D'Agostino explained the item.

Motion to approve Resolution 80-09-24 made by Board Member Hensley, Seconded by Board Member Thomas.

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

EXECUTIVE DIRECTOR/BOARD MEMBER COMMENTS:

Community Redevelopment Administrator Allison Justice announced that a Special Call meeting has been scheduled for October 9th in which she will provide updates to several projects as well as the marketing meeting recently conducted.

Board Member Hensley stated that the marketing meetings were great.

Vice-Chair Glas-Castro asked if a formal vote was necessary to appoint Ms. Turner as the interim Executive Director. The response was yes.

Motion to appoint Bambi Turner as the Interim Executive Director made by Vice-Chair Glas-Castro, Seconded by Board Member Thomas.

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

AGENCY MEMBER REQUESTS:

NONE

ADJOURNMENT:

9:43 P.M.

Motion to adjourn made by Board Member Hensley, Seconded by Board Member Thomas.

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

FUTURE MEETING DATE: The next scheduled Special Call Community Redevelopment Agency Meeting will be conducted on October 9, 2024.

Chair, Roger D. Michaud

Town Seal

Agency Clerk, Vivian Mendez, MMC

Approved on this _____ of _____, 2024

Summary Explanation/Background:

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

The Façade and Exterior Improvement Grant Program allows for exterior improvements to properties within the CRA. The proposed improvements for this incentive are located at 903 Park Avenue. Currently the property has three (3) addresses and tenants and is anchored on the corner of Park Avenue and 8th Street by Kelsey Market. Improvements will include roof repairs, façade renovations, parking lot improvements and landscaping enhancements. The maximum grant for the Façade program is \$50,000; however, within the application it states:

- *Applications (or multiple applications submitted in tandem) that improve one full City block or represent large scale redevelopment or multiple addresses for one of the targeted uses may be eligible for additional funding at the discretion of the CRA Board of Commissioners.*

Due to the prominent nature of this property as well as the multiple addresses within the property, staff is recommending the Board approval of an additional Façade grant of \$50,000 for a total grant amount of \$100,000.

BEFORE



AFTER



Recommended Motion:

Approve Resolution for Façade and Exterior Grant to Hope Investment Enterprises in the amount of \$100,000 for 903 Park Avenue

RESOLUTION 94-11-24

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA APPROVING A GRANT AND AUTHORIZING THE CHAIR TO EXECUTE A GRANT AGREEMENT WITH HOPE INVESTMENT ENTERPRISES, INC., UNDER THE FAÇADE AND EXTERIOR IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 903 PARK AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, in furtherance of its goals, the CRA adopted Redevelopment Incentive Programs via Resolution 48-07-24 on July 17, 2024 to provide grants to eligible recipients for property improvement; and

WHEREAS, the GRANTEE owns the property located at 903 Park Avenue in the Town of Lake Park, Florida (the Property); and

WHEREAS, the GRANTEE is seeking a Façade and Exterior Improvement Program Grant from the CRA in the amount of \$100,000 (the Grant) to be used for the rehabilitation and redevelopment of commercial property it owns at 903 Park Avenue, Lake Park, Florida; and

WHEREAS, the CRA Board of Commissioners (the Board) finds that awarding the Grant to the GRANTEE 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 LAKE PARK COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

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

Section 2. The CRA Board hereby approves a grant and authorizes the Chair to execute a Grant Agreement between the Lake Park Community Redevelopment Agency and Hope Investment Enterprises, Inc., for a grant in an amount not to exceed \$100,000 under the Façade and Exterior Improvement Grant Program for exterior improvements to the property located at 903 Park Avenue. A copy of the Agreement is attached hereto as Exhibit “A”. The Chair is further authorized to execute all documents necessary to achieve these purposes.

Section 3. This Resolution shall become effective immediately upon adoption

**LAKE PARK COMMUNITY REDEVELOPMENT AGENCY
FAÇADE AND EXTERIOR IMPROVEMENT PROGRAM GRANT AGREEMENT**

THIS LAKE PARK COMMUNITY REDEVELOPMENT AGENCY FAÇADE AND EXTERIOR PROGRAM GRANT AGREEMENT ("Agreement") is made this 6th day 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 Hope Investment Enterprises, Inc., (the "GRANTEE") having an address at 1614 NE 105th St., Miami, FL 33138.

RECITALS:

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

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

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

WHEREAS, in furtherance of its goals, the CRA adopted Redevelopment Incentive Programs via Resolution 48-07-24 on July 17, 2024 to provide grants to eligible recipients for property improvement; and

WHEREAS, the GRANTEE owns the property located at 903 Park Avenue in the Town of Lake Park, Florida (the Property); and

WHEREAS, the GRANTEE is seeking a Façade and Exterior Improvement Program Grant from the CRA in the amount of \$100,000 (the Grant) to be used for the rehabilitation and redevelopment of commercial property it owns at 903 Park Avenue, Lake Park, Florida; and

WHEREAS, the CRA Board of Commissioners (the Board) finds that awarding the Grant to the GRANTEE 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:

SECTION 1. RECITALS:

The recitals are incorporated herein.

SECTION 2. THE PROPERTY:

The Property is owned by Hope Investment Enterprises, Inc (“Property Owner”) and located at 903 Park Avenue, Lake Park, FL 33403, legally described as:

KELSEY CITY LTS 43 TO 46 INC BLK 3

SECTION 3. THE GRANT:

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed ONE HUNDRED THOUSAND (\$100,000) dollars. The full amount of the Grant shall be used solely for Façade and Exterior renovation to the property and the use of all funds shall be governed by the application attached and incorporated herein as Exhibit “A” and the renovation proposal attached and incorporated herein as Exhibit “B” (collectively, the “Scope of Work”).
- 3.2 The CRA’s obligation is limited to awarding the Grant. The CRA is not liable and does not assume any liability for GRANTEE’S activities associated with the use of the Grant funds, nor GRANTEE’S personnel decisions, business decisions or policies, including but not limited to the hiring of staff, paying of staff salaries or the expenditure of overhead costs.
- 3.3 Changes in use of the Grant proceeds must be approved, in writing, by the CRA’s Board of Directors during the Term of this Agreement. Requests for change must be in writing by the GRANTEE to the CRA Board and Executive Director.
- 3.4 As security for GRANTEE’S performance, GRANTEE shall, in the discretion of the CRA’s Executive Director, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and a Guaranty in favor of CRA. These documents, along with this Agreement, constitute the “Grant Documents”. The Grant Documents shall be cancelled upon full compliance with the terms of said documents by GRANTEE.
- 3.5 All disbursements of the Grant proceeds shall be made on a lump sum, reimbursement basis for the work outlined in the Application attached hereto as Exhibit “A”. Grant funds may be used solely for exterior improvements to the Property and are subject to the CRA’s receipt of documentation establishing prior payment by the GRANTEE of the total cost of all improvements. Documentation includes, but is not limited to, receipts, invoices, canceled checks, and such other documents as the CRA may require. Requests for reimbursements must be submitted to the CRA Administrator and shall include a letter summarizing the funding request.

SECTION 4. SCOPE OF WORK

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

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

- 5.1 The “Effective Date” of this Agreement shall be the date of execution by CRA.
- 5.2 The Term of this Agreement shall be for twenty four (24) months from the Effective Date. This Agreement may be renewed, extended or amended upon mutual agreement by the parties provided the combined Terms of all renewals, extensions or amendments shall not exceed three (3) years.
- 5.3 Work provided in the Scope of Work shall commence on or before (180 days after approval of this agreement) _____ and shall be fully completed not later than 60 days prior to the end of the Term of this Agreement.

SECTION 6. SPECIAL CONDITIONS

- 6.1 CESSATION OF OCCUPANCY OR OWNERSHIP. In the event the GRANTEE sells, ceases to own or occupy the Property during the “Restrictive Period” provided in the Restrictive Covenant associated herewith, or in the absence of a Restrictive Covenant, for a period of two years from the date of completion of improvements, GRANTEE shall repay the full amount grant funds advanced by the CRA pursuant to this Agreement. The determination that GRANTEE has sold, ceased to own or occupy the Property shall be made solely by the CRA. Additionally, sale, cessation of ownership or occupancy constitutes an event of default for which all other default provisions of this Agreement shall apply, including but not limited to, those provided in Section 9 below. This provision shall survive termination or expiration of this agreement.
- 6.2 ASSIGNMENT. GRANTEE shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without prior written consent of the CRA.
- 6.3 AMENDMENT. This Agreement may not be modified, except in a writing signed by all parties hereto.

- 6.4 RULES, REGULATIONS AND LICENSING REQUIREMENTS. GRANTEE and its staff must possess all licenses and permits required to conduct its business affairs, including federal, state, city and county. In addition, GRANTEE shall comply with all, laws, ordinances and regulations applicable to carrying out the Scope of Work including, but not limited to, conflicts of interest, building, zoning, land and property use regulations.
- 6.5 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions brought pursuant to this Agreement shall be brought in Palm Beach County, Florida, or if Federal, said action shall be brought in the Southern District of Florida.
- 6.6 COUNTERPARTS. This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.
- 6.7 SEVERABILITY. Any provision of this Agreement which is deemed by a court of competent jurisdiction to be ineffective shall not effect or render the remaining provisions of this Agreement unenforceable or invalid.
- 6.8 INDEMNIFICATION. The 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.
- 6.9 ATTORNEY FEES. In the event either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to the reimbursement of its attorney fees.
- 6.10 SUCCESSORS AND ASSIGNS. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the parties and any approved successors and assigns.
- 6.11 COSTS. GRANTEE shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.
- 6.12 PLEDGES OF CREDIT. GRANTEE shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
- 6.13 PUBLIC RECORDS LAW. With respect to public records, the GRANTEE is required to:
- 6.13.1 Keep and maintain public records required by the Town to perform the service.

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

All written notices if sent to the GRANTEE shall be mailed to Grantee at the address in paragraph one of page 1 above.

SECTION 7. DEFAULT AND REMEDIES.

- 7.1 GRANTEE'S DEFAULT. GRANTEE'S failure to comply with any of the provisions of this Agreement shall constitute a default upon the occurrence of which the CRA may, in its sole discretion, (i) withhold, temporarily or permanently, all, or any unpaid portion of the grant upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of all funds advanced. Upon default the CRA shall have no further obligations to GRANTEE under this Agreement.
- 7.2 REPAYMENT OF FUNDS. GRANTEE shall repay the CRA (i) for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement; (ii) in the event of default under this Agreement; (iii) in the event any funds are lost or stolen; or (iv) if the work was not completed as provided in the Scope of Work attached hereto. Any portion of the grant which is to be repaid to the CRA shall be paid by delivering a cashier's check for the total amount due within thirty (30) days of the CRA'S demand.
- 7.3 TERMINATION OF THIS AGREEMENT. The CRA may terminate this Agreement with or without cause or for its convenience. Termination of this Agreement by the CRA shall relieve the CRA of any further obligations hereunder. Such termination shall not release GRANTEE from its obligations under this Agreement including, but not limited to, obligations relating to the completion of activities funded while the Agreement was in effect but not completed prior to the date of termination, or repayment of any funds GRANTEE is obligated to repay.
- 7.4 LIMITATION ON RIGHTS AND REMEDIES. Nothing contained herein shall be construed as limiting or waiving any rights of the CRA to pursue any remedy which may be available to it in law or in equity. Nothing contained herein shall act as a limitation of the CRA's rights in the event that GRANTEE fails to comply with the terms of this Agreement.
- 7.5 CRA'S DEFAULT. In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with notice detailing the nature of the default, whereupon the CRA shall have thirty (30) days within which to initiate corrective actions and ninety (90) days within which to cure the default. Should the CRA fail to cure the default, GRANTEE sole remedy is to terminate this Agreement. The effective date of any such termination shall be the date of the notice of termination given by GRANTEE to the CRA.

[SIGNATURES ON NEXT PAGE]

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

Signed, sealed and delivered in the presence of

LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY

Attest: _____
Town Clerk

By: _____
Roger Michaud, Chair

Date: _____

CRA Attorney
Approved as to form and legality
By: _____

WITNESSES

GRANTEE

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

Town of Lake Park

Community Redevelopment Agency



FAÇADE AND EXTERIOR IMPROVEMENT PROGRAM

FAÇADE AND EXTERIOR IMPROVEMENT GRANT PROGRAM

About the Program

The Façade and Exterior Improvement Grant Program is a targeted incentive to businesses and property owners located in the Lake Park CRA for improvements to the exterior of commercial properties and buildings. Eligible activities include painting, repair and other architectural elements attached to the building exterior, such as awnings, exterior door and window replacement, landscaping, parking lot improvements, lighting and decorative pavement.

Funding Areas:

- **Park Avenue:** The CRA will provide a grant for 80% of a project cost up to a maximum CRA grant of \$50,000 for projects located on Park Avenue from 7th Street to 10th Street.
- **10th Street:** The CRA will provide a grant of 80% of a project cost up to a maximum CRA grant of \$50,000 for projects located on 10th Street from Northlake Blvd. to Silver Beach Road within the CRA Boundaries.
- **Industrial Areas and Remainder of CRA:** The CRA will provide a grant of 80% of a project cost up to a maximum CRA grant of \$20,000 for projects located within the Industrial areas of the CRA.

<u>Example</u>	
Project Cost:	\$62,500
CRA Grant:	\$50,000
Owner's Responsibility:	\$12,500

Eligibility Requirements

- Eligible improvements include aesthetic improvements to the building structure, such as exterior painting, installation of awnings, new windows and/or doors, signage, landscaping or parking lot improvement. In addition, removal of chain link fencing and replacement with decorative fencing and landscaping will be considered an eligible improvement.
 - **Reimbursement percentage for exterior door and window replacements is 50% of their cost.**
- Adjoining parking lots, landscaping and roofs are ineligible as stand-alone projects however they may be included as a component of the eligible improvements as described above and will only be considered in conjunction with the overall physical facade improvements to the structure.
- Due to limited funding, CRA Staff will evaluate submissions and select those that beautify the neighborhood, will be a catalyst for other businesses and complement area improvements. Since this program is intended as an incentive to go beyond standard code requirements, CRA Staff may request applicants to revise applicable improvements to further enhance the overall property and area where the improvements are located.

- Applications (or multiple applications submitted in tandem) that improve one full City block or represent large scale redevelopment or multiple addresses for one of the targeted uses may be eligible for additional funding at the discretion of the CRA Board of Commissioners.
- Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the goals and objectives as set forth in the Lake Park CRA Master Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.
- Non-profit owned and residentially zoned properties are NOT eligible.
- If tenant is applying, applicant must have an executed multi-year lease (two-year minimum).
- All work must be done in compliance with applicable Town of Lake Park Building Codes and Land Development Regulations. All contractors must be licensed in Palm Beach County.
- It is recommended that no construction begin until a Grant Agreement is signed by all parties. Improvements completed prior to CRA staff review and approval by the CRA Board will not be eligible.
- Properties that are sold within twenty-four months of receiving grant funding must repay the full amount if it's the property owner applying for the grant.
- CRA Staff will review the application within ten (10) business days of submittal. You will be notified if additional information is required. Approval from the CRA Board could take up to 90 days from CRA Staff approval; however, all efforts will be made to expedite approvals of applications that are complete.

FAÇADE AND EXTERIOR IMPROVEMENT GRANT PROGRAM APPLICATION

Date of Application 8/20/24
Address of project requesting incentive: 903 park Ave, Lake park, FL 33403

Applicant Information:

Name: Ibrahim Ibrahim
Business: Hope Investment Enterprises INC.
Address: 903 park Ave, Lake park, FL 33403
Phone: 407 443 8877 Fax: 954 933 2387
Email: Corporate@tnl.co

Does the applicant own property? Yes No
If "No", when will property be in control (own or long-term lease) of applicant?

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

Description of the Business (use) that will occupy this property:
Convenience store, Hair salon, Tax office

Project Description (proposed improvements per this application):
FACADS and Exterior Improvement
Windows and Doors, park lot replacement

Project cost per this application 600,000

Total Funding Request \$150,000.00

7. Has the Applicant completed or plans to complete any other improvements to the property outside of the Scope of this application (i.e., interior)? If so what and when?

Estimated Cost: N/A

8. Attach and Sign Eligibility and Application Requirements Form.

Authorized Representative

Business Owner Signature

Print Name

Ibrahim Ibrahim
Property Owner Signature
(If different)

Ibrahim Ibrahim
Print Name

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

EXHIBIT A
Community Redevelopment Agency (CRA)
Eligibility and Application Requirements Form

****Please read and initial beside each application requirement once complete.**

Step 1: Application Process/Requirements

_____ Meet with CRA Staff to determine if the property/business is eligible for a CRA grant.

_____ Complete application and review checklist to ensure all requirements have been met. Incomplete applications will not be accepted. *Please contact CRA Staff with any questions on the application.*

_____ Meet with the Community Development Department to determine that the initial review of the project will be in compliance with the Town of Lake Park codes subject to final review during the building permit process.

Signature of Planning Staff person

Meeting Date

_____ Provide a photograph of the property showing the area(s) for improvement.

_____ Conceptual design drawing(s) and/or site plan of the proposed improvements. Visual improvements must be shown. If your site plan or application request includes landscaping, the landscaping must be a species and variety of native plants that are drought tolerant, require little irrigation and withstand the environmental conditions of Lake Park. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.

_____ Two (2) bids from licensed contractors. Bids must be typed and contain the following information; contractors license number, name, address, phone number and fax number. Hand written bids will not be accepted.

_____ If this is a tenant improvement, a copy of the lease agreement must be provided.

_____ If applicable, include a list of jobs to be created and filled, including job descriptions, pay range and a weekly schedule. For current businesses, provide a list of all current positions.

_____ If applicable, a copy of a valid Business Tax License with the Town of Lake Park.

_____ Submit the Eligibility and Application Requirements Form initialed and signed by applicant.

If additional information is required to finalize the application, additional time will be required for approval.

Step 2: Execution of Grant Agreements and Setting up a Financial Account

_____ Following CRA Board approval, CRA Staff will provide the applicant with the following, but not limited to, legal documents for signature. Some documents may be recorded in the public record. Examples of agreements could include:

- Grant Agreements
- Promissory Note
- Mortgage and Security
- Guaranty
- Restrictive Covenant

_____ A Federal W-9 form and Taxpayer Identification form must be provided for financial documentation and reimbursement purposes.

_____ The CRA will require 3 original copies of the Grant Agreement be fully executed. One (1) shall be retained by the applicant.

_____ Upon receipt of the executed legal documents, CRA staff will request a Purchase Order be issued which will allow for reimbursement.

Step 3: Grant Reimbursement Procedures

_____ All grant funded improvements must commence prior to 180 days after CRA Board approval and must be substantially complete within 60 days of the grant expiration. Any request for modification of the Grant Agreement must be submitted not less than 60 days prior to the grant expiration in order to be considered by CRA Staff.

_____ Grant payments are on a reimbursable basis at the completion of the project. All disbursements of the grant proceeds shall be made as a lump sum payment pending full completion of the project as described in the Grant Agreement.

_____ Upon completion of the project, the submission for reimbursement of the grant proceeds must be submitted in an invoice to the CRA and contain the following information:

- Name as provided in the Grant Agreement
- Address
- Reimbursement amount
- Purchase Order Number
- Certificate of Occupancy and documentation establishing payment by the applicant of the total cost of all the improvements
 - Receipts, invoices, cancelled checks and any other documents the CRA may require as proof of payment.
- Digital photos of the completed project

_____ The CRA will review the grant reimbursement requires within then (10) business days of submittal of the required documentation and forward it to the Finance Department to process the reimbursement payment. A check will be disbursed within forty-five (45) days of the payment requires to the Finance Department.

Acknowledgments (Please initial indicating your understanding):

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

du Completed application(s) shall be initially reviewed by CRA Staff within ten (10) business days. If additional information is required to finalize the application, additional time will be required for approval process.

du The application must be signed by the property owner authorizing the proposed improvements.

du Properties that are sold within twenty-four months of receiving grant funding must repay the full amount if it's the property owner applying for the grant.

du I fully understand the Grant Reimbursement Requirements and Procedures as described within this document.

I have read and completely understand the program, including the Eligibility and Application requirements and Grant Reimbursement requirements and procedures.


Applicant Signature

8/20/24
Date

Brahim Ibrahim
Print Applicant Name

I authorize the improvements as stated in this application:

Property Owner Signature

Date

Print Owner Name

ESTIMATE

Titan Roofing & Construction.
 CGC1531066. CCC1334098,
 151 N Nobhill Road suite 426
 plantation, FL 33324
 (954) 440-5550

Sales Representative
 Fadi Tabash
 (954) 440-5550
 fadi@titangcfl.com



903 Park ave
Job #1553 - 903 Park Ave Plaza
903 park Ave
Lake park, FL

Estimate #	1295
Date	4/5/2024

Item	Description	Qty	Price	Amount
General Conditions	Includes the Following: • Permitting fees. • Project management throughout the project. • Dumpster rental throughout the project. • Temporary toilets throughout the project. • Equipment Rental. • Jobsite storage throughout the project. • Project cleanup. • Bonding and Insurance.	1.00	\$101,000.00	\$101,000.00
Site Work	Includes the Following: • Demolition in specific areas. • Asphalt Mill & Pave • Concrete cutting. • Excavation for column footings. • Site grading and preparation for concrete pouring. • Temporary walls for interior protection of tenants occupying the units subject to modifications.	1.00	\$48,000.00	\$48,000.00
Concrete	Includes the Following: • Concrete pouring for footings, columns and beams. • Concrete pouring for sidewalk extension.	1.00	\$54,000.00	\$54,000.00
Masonry	Includes the Following: • Column construction. • Façade structure construction.	1.00	\$97,000.00	\$97,000.00
Metals	Includes the Following: • Rebar • Aluminum Roof System	1.00	\$17,500.00	\$17,500.00
Wood & Plastics	Includes the Following: • Rotted trusses	1.00	\$8,000.00	\$8,000.00
Thermal & Moisture	Includes the Following: • New TPO Roof System • Roofing for new façade structures. • Any necessary roof patching due to the new construction.	1.00	\$89,000.00	\$89,000.00

Item	Description	Qty	Price	Amount
Finishes	Includes the Following: • New Stucco/Tiles for all the existing façade of the building. • Exterior wall tile on specified areas. • Exterior painting of the new façade of the building.	1.00	\$98,900.00	\$98,900.00
HVAC	Includes The Following: New Stands New Hurricane Straps	1.00	\$12,000.00	\$12,000.00
Electrical.	Includes the Following: • Electrical line for LED lighting • New Disconnect boxes for AC	1.00	\$9,500.00	\$9,500.00

Sub Total	\$534,900.00
Total	\$534,900.00

SPECIAL INSTRUCTIONS

SPECIAL INSTRUCTIONS

Contract Disclosures, Terms & Conditions of Contract

The undersigned property owner or agent for owner ("Customer") hereby authorizes Titan Roofing & Construction, here after called ("TRC") to supply all materials and labor necessary for the work specified below on premises

General Specifications: WHEN REROOFING- All work is to be performed in a workmanlike manner and in accordance with established practice and local building codes.

Contractor makes no other guarantees or warranties of any kind, express or implied. The owner or owner's agent agrees and understands that all roof decks settle, over the years, causing and uneven surface that will be more obvious when building is re-roofed. This condition is normal, and it is not caused by the re- roof process, nor is it controllable by TRC.

Residential Re-roof:

- TRC is not responsible for oil Canning, as it is common in metal roofing and does not affect the structural integrity of the panel system.
- The above pricing reflects that TRC will have access to the eave edge of the roof for trucks, stocking, and equipment. TRC will cover brick pavers, stamped concrete driveways or sidewalks with wood planking and/or plastic covering during this job. If the access to the eave, of the roof is over the existing driveway, sidewalk or lawn, TRC is not responsible for any damages that may occur because of the weight of equipment and vehicles, even if protection is provided. (Protection of driveways, pavers and lawn or other means of access may be achieved at an additional cost.)
- Customer is responsible to notify TRC of the location of any septic tank. TRC is not held responsible for damage to septic tank or drainage field. Please notify TRC, prior to the commencement of work, of any concerns of this nature or other concealed conditions.
- If any concealed or unknown physical conditions that have not been addressed in the scope of work or other areas of this contract, including asbestos are encountered any time, then TRC shall be entitled to an equitable adjustment of the contract sum and time to the extent that the condition causes an increase of the cost or time required for the completion of the work. TRC promptly notifies the owner of the subject conditions. It is agreed that TRC shall have no responsibility to correct the condition or complete any portion of the work depend thereon, until an agreement regarding the equitable adjustment of the contract sum is reached by the parties.

If removal and replacement or re-installation of air conditioning units, ductwork, related electrical work, roof mounted equipment, gutter/downspouts, solar panels are necessary to facilitate replacement of this roof, will be additional to the contract price and it shall be the owner's responsibility. IF the existing gutters are to remain in place, then due care will be taken, however, TRC cannot accept responsibility damage to same

- Please be advised that where you have open beam ceilings, dust, dirt & debris will infiltrate the interior of the structure. Please take precautions to protect any items that you do not wish to be soiled.
- in no event shall TRC be liable for special or consequential damages for any damage caused by settlement, vibration, distortion, water intrusion or failure of the foundation on which the structure rests, or damage caused by hail, hurricanes, gale winds, unusual weather conditions or acts of GOD, nor for any damage or delays due to strikes, fires, accidents, bad weather, or other causes beyond TRC's control, nor for inherent defects in the defects in the premises on which work is to be done, and in no event, TRC shall not be responsible for interior or exterior damage to the building, its contents or surrounding property, including its plaster (such as cracks, small pops or minor water damage), paint, furniture, personal belongings, lawns, shrubberies, sidewalks, side walls, driveways, sprinkler systems, water lines, septic tanks or lines, fiberglass, metal or plastic roofs, screens or screen enclosures, awnings, antennas, pools, pool pumps, patios, washers, dryers, tools, vehicles, sheds, etc. Owner to carry builder's risk, as well as general fire, windstorm, flood and any other necessary insurance. In the event a hurricane or hurricane force winds are recorded in the area this Warranty shall be void due to possible damage either visible or not visible.

Titan Roofing & construction, LLC. reserves the right to cease work under this contract if owner fails to make any installments within three (3) days of its due date. TRC's warranty will not be valid until entire contract is paid in full.

Note: Do not sign this contract before you read it or if it contains any blank spaces. You may only cancel this contract within three (3) days after its execution. If the Owner wishes to cancel this transaction after your right to cancel has passed, you the owner shall pay Titan Roofing Liquidated damages of \$350.00 plus any cost incurred. The parties have no oral agreements that are not covered by this written agreement. If you default under this contract, then you agree to pay TRC's entire legal costs and attorneys

fee for collection. In the event of the contract balance is not paid within (3) days of completion or as specified in this contract, you agree that the debt will bear interest at a rate of 2% per month (and shall not exceed 18% per year

-
-
- NOTE: If a payment schedule is unacceptable for any reason, management/association must advise the contractor prior to execution of the contract otherwise guidelines as set forth are to be met by all parties.
- CHANGE ORDERS: Any changes or deviations from this scope of work must be authorized and approved by both the contractor and association/management/owner.
- COLLECTIONS NOTE: All payments for goods and services rendered are due as per terms stated under the payment schedule in this contract. Any invoices not paid as per said schedule shall be subject to interest at 2% per month. In addition, the owner agrees to pay all costs of collection, including reasonable attorneys and court fees. Titan Roofing & Construction LLC reserves the right to decline manpower until the account becomes current per the payment schedule.
- Any form of harassment will not be tolerated by Titan Roofing & Construction LLC or from any source, whether association/management/owner, co-workers or visitors.
- The prices in this proposal are good for (30) days. If executed in that time frame and allowed to proceed immediately, pending issue of permit (if required), pricing to remain constant. If signing is delayed, Contract prices may be subject to any increases in labor, material, insurance costs, equipment costs, etc
- Materials cost may increase due to market volatility throughout the project which will change final price but will be presented to board for prior approval.
- If permitting is required, Titan Roofing & Construction LLC will handle the paperwork for the same with the cooperation of the association/management/owner. Association President /Authorize Agent/property Owner will most likely be required to sign some of the government forms. If Architectural or Engineering drawings are required the association/management/owner will contract directly with the Architectural or engineering firm of their choosing or a firm recommended. All costs of permitting fees (if required), plus Titan Roofing & Construction LLC courier and administration cost (+15%) will promptly be reimbursed to Titan Roofing & Construction LLC as invoiced. The city's fee will be paid directly to the City.
- Association listed above at all times acting through its Board of Directors and by its Association Documents, Florida State Statutes, and all other applicable federal, state, and local laws, does hereby engage Titan Roofing & Construction LLC, to proceed with work as outlined within this contract.
- Upon acceptance of this proposal, please sign, date, and initial all pages where indicated. White copies for association/management/owner, beige copy to be returned signed to Titan Roofing & Construction LLC

As a material consideration for Titan Roofing & Construction to enter into this Agreement, the Association has agreed that Titan Roofing & Construction shall have no liability and is fully and irrevocably released from any such liability for any damages caused to the subject unit(s) beyond the conducting of the repairs set forth herein. In the event that any claims are made by Association, or members of the Association regarding damages to the subject unit(s), Association does hereby agree to defend and indemnify Titan Roofing & Construction from any and all such claims, including reasonable attorney's fees and costs incurred thereby.

When Mil & Pave.

WARRANTY:

Titan Roofing & Construction guarantees all work performed for up to 1 year from completion. Titan Roofing & Construction will not be responsible for damaged caused by individuals entering the construction zone once area is marked and barricaded.

New Asphalt Overlay warranty is dependent upon existing foundation. Titan Roofing & Construction cannot guarantee 100% drainage in areas where the design grade is less than 1% fall. Hiring party is responsible for blueprints, plans, engineering, layout, testing, bonds and as-builts by others. Titan Roofing & Construction will perform its work in accordance the design provided by others, including slopes, drainage, and code compliance.

WORK TERMS:

It is understood and agreed that all work is performed "weather permitting". This proposal is based on work being completed during the hours of 7:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends. Owner agrees to pay asphalt over-runs at \$165.00 per ton if leveling is required for surface drainage or low-lying areas. If a job is scheduled and customer postpones/cancels with less than 48 hours? notice a \$500.00 cancellation fee will be charged.

PERMITTING

Permit fees billed as actual. Processing/Expediting fees billed in addition to the cost of permit: \$750 minimum. Trip charges that exceed \$750 processing fee will be at \$150 per trip. This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

PAYMENT:

Change orders, additions or extras requested by Hiring Party, Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All change orders shall be paid when the work of the change order is performed.

The prices used in this proposal are based on the condition that all work quoted will be accepted in total, 40% Deposit is due upon signed contract. 60% is due at completion. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.

Any unpaid balance after thirty (30) days after receipt of invoice shall bear interest from that date forward at the prevailing legal rate of interest, 1.5% per month, 18% per annum.

DISCLAIMERS:

Conflicts with irrigation, electrical and utilities are to be repaired by owners at their expense. This proposal, including all terms and conditions, shall become a legally binding attachment and incorporated by reference into any contract entered into between Titan Roofing & Construction and the Hiring Party.

The parties agree and consent that the terms stated herein are a full and complete integration of all material terms and no previous terms, oral or written, that are not contained herein are not a part of this contract.

In the event of a dispute regarding this contract, the Hiring Party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is resolved. In the event of a dispute regarding this contract, the proper venue is the Seventeenth Judicial Circuit of Florida in and for Broward County, Florida. This contract shall be governed by, and construed and enforced in accordance with the of the State of Florida.

ASPHALT:

Asphalt services carry a 1-year warranty. Additional mobilizations will be billed at \$1,250.00 for repairs, \$4,500.00 for paving, and \$6,000.00 for milling Twist marks from tires are natural and will wear out over time. Please refrain from turning wheels in park or neutral for first 2 weeks after asphalt work is completed Titan Roofing & Construction cannot guarantee complete removal of all millings from surrounding landscaping. This asphalt poses no long-term threat to plant-life. Titan Roofing & Construction cannot guarantee no tack over-spray or tracking through unpaved areas. Titan Roofing & Construction is not responsible for reflective cracking of new asphalt after milling & re-paving or asphalt overlay due to the cracked condition of the existing asphalt pavement Titan Roofing & Construction will not be responsible for asphalt repairs thicker than 2". Any asphalt repairs thicker than 2" will be charged as a change order to the Owner.

SEALCOATING:

Sealcoating carries a 1-year warranty on workmanship and material. Additional mobilizations billed at \$1,500.00 for sealcoating. Some sealer overspray near landscaping is natural and will disappear after the next round of lawn-care services Twist marks from tires are natural and will disappear over time. Please refrain from turning wheels in park or neutral for first 2 weeks after sealcoating work completed. Cracks will still be visible after sealcoating. Sprinklers should be turned off 24 hours prior to service and no sooner than 48 hours after work is completed. Please also avoid scheduling landscaping services or fertilization during sealcoating schedule.

CONCRETE:

Concrete services carry a 1-year warranty. Additional mobilizations billed at \$1,975.00. Titan Roofing & Construction is not responsible for concrete discoloration caused by water during the curing process.

PAVEMENT MARKINGS:

Pavement markings carry a 1-year warranty. Additional mobilizations billed at \$750.00 for pavement markings. Titan Roofing & Construction recommends replacing Reflective Pavement Markings (R.P.M) in seal coated area. However, if owner chooses to keep them, we cannot guarantee that sealer will not get on them (R.P.M), even though we tape them prior to sealing. Titan Roofing & Construction cannot guarantee complete removal of broken Reflective Pavement Markings (R.P.M) without damaging surface underneath.

ALL SERVICES:

No services can be performed in the rain, or when it has recently rained. If it's raining the day your work is scheduled, assume we aren't coming, and we will contact you ASAP to reschedule. If it has rained the night before, or if it is scheduled to rain later that day, we will contact you first thing in the morning to alert you of any scheduling changes.

Once barricaded areas are established, Titan Roofing & Construction is not responsible for damage to work areas caused by trespassing beyond barriers. If any vehicles are still in the area where work is to be performed when our crews arrive, they will be towed at owner's expense.



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



Item 4.

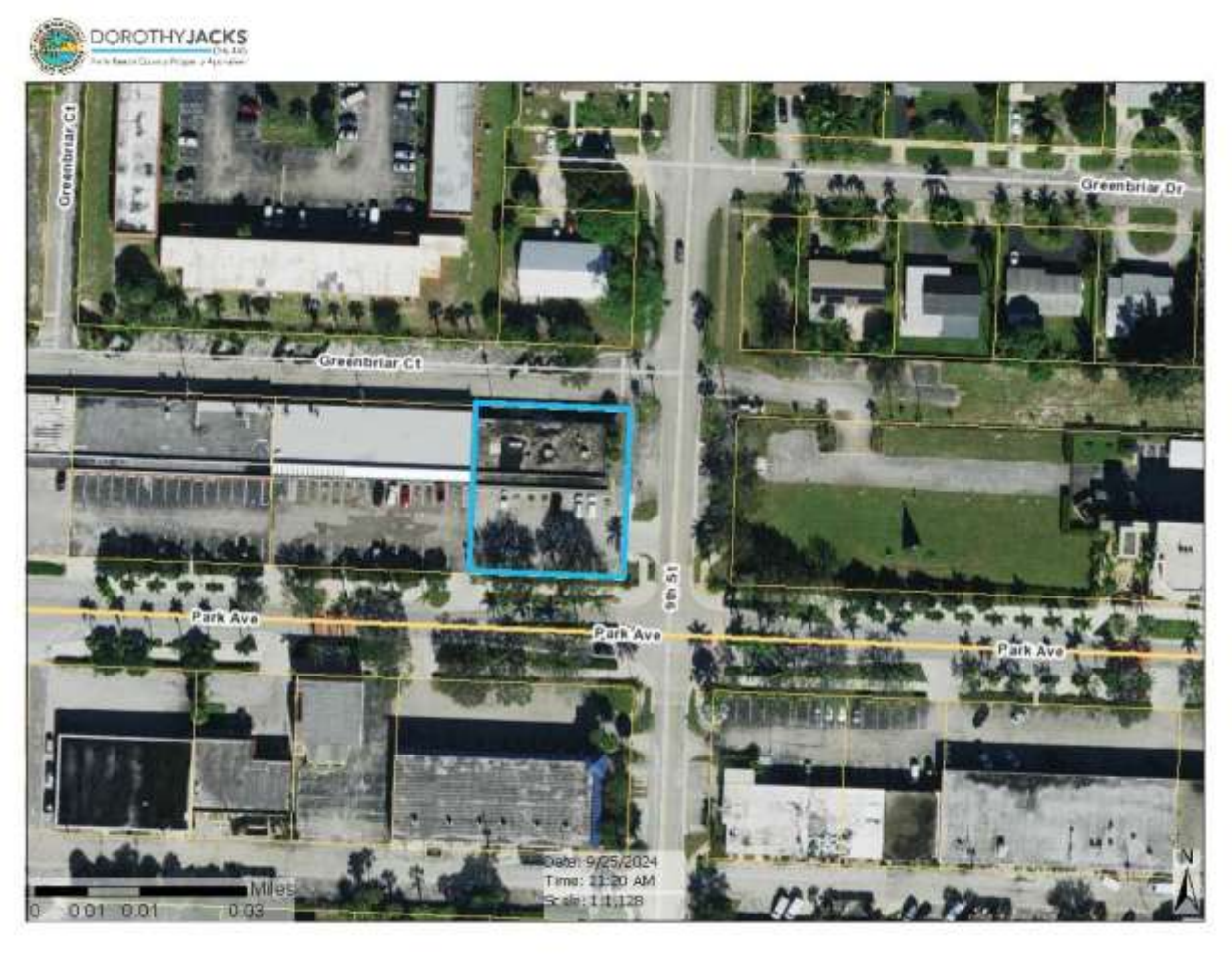
903 Park Avenue





Item 4.

903 Park Avenue-Birds Eye View



Future Site Rendering





Item 4.

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

