



150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-480-4200

Regular Meeting Community Redevelopment Agency

Tuesday, August 24, 2021

6:30 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: August 10, 2021

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

August 24, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82854753770?pwd=NTVjcko3ZWlqTlhTOUFiZWZhWXF5UT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 828 5475 3770#

Participant ID: #

Passcode: 246664#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers adhering to

social distancing protocols, temperature checks and face covering recommendations:

Attachment: Zoom Instructions

GENERAL ITEMS

1. **CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving an Interlocal Agreement between the City of Deerfield Beach and the Deerfield Beach Community Redevelopment Agency for administrative support services for the CRA; authorizing execution of the Interlocal Agreement; providing for conflicts and an effective date.**

Suggested Action: CRA Board to vote on Resolution

Attachment: ILA with the City of Deerfield Beach

2. **CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Work Authorization with Keith and Associates, Inc., for engineering design services for the Main Beach Parking Lot Concrete Seating Project in an amount not to exceed \$42,060.00; authorizing execution of the Work Authorization; providing for an effective date. (*Funds from Account #190-8000-552-63-08 - Main Beach Parking Lot*)**

Suggested Action: CRA Board to vote on Resolution

Attachment: Keith and Associates, Inc.

3. **CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Commercial Facade Improvement Program Funding Agreement for LMRCOVE, LLC (dba Two Georges at the Cove) in an amount not to exceed \$100,000; waiving certain program guidelines; authorizing execution of the Agreement; and providing for an effective date. (*Funds from Account #190-8000-552-39-59 - Commercial Facade Improvement Loan Program*)**

Suggested Action: CRA Board to Vote on Resolution

Attachment: LMRCOVE, LLC

4. **CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the Fiscal Year 2022 Budget; adopting the Capital Improvements Plan for Fiscal Years 2023-2027; providing for implementation and an effective date.**

Suggested Action: CRA Board to vote on Resolution

Attachment: FY22 Budget

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT**ADJOURNMENT****NEXT MEETING**

Tuesday, September 14, 2021

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes Community Redevelopment Agency

Tuesday, August 10, 2021

6:30 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 6:35 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present: 5 - Mr. Todd Drosky - via Zoom
Mr. Michael Hudak
Mr. Bernie Parness - via Zoom
Vice Chair Ben Preston
Chair Bill Ganz

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to approve the June 8, 2021 minutes as submitted.
Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Parness, Vice Chair Preston and Chair Ganz

Nays: 0

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

August 10, 2021

MOTION was made by Vice Chair Preston, seconded by Mr. Hudak, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Vice Chair Preston and Chair Ganz

Nays: 0

GENERAL ITEMS

1. Presentation of the Fiscal Year 2022 CRA Budget.

CRA Budget - Kris Mory, Director of Economic Development, provided a brief PowerPoint presentation. She said 71% of the CRA Budget is allocated to capital projects, 11% to debt services, 9% to programs and 6% to agency administration.

Budget Worksheet - Ms. Mory said the new tax revenue is projected at \$4.5 million, which comes from Broward County, the City and North Broward Hospital District. The estimated carryover from fiscal year 2020 is \$5.3 million, for a total tax increment revenue of \$9.9 million; however, debt service is - \$1 million, agency administration - \$581,468, programs - \$886,147, and professional services - \$351,459. The remaining budget of \$7 million will be allocated to specific projects.

CRA Funded Programs - Ms. Mory explained that currently, community policing patrols Thursday, Friday and Saturday evenings; however, there will be a \$20,000 increase, as visitors and businesses have expressed support in having details during the days and weekends. She said monies were rolled over from last year due to various special events being changed; whereby, \$4,000 has been budgeted for the boat parade. Thereafter, she outlined the commercials façade projects: The Cove Brewery and Two Georges at the Cove. As well as other programs offered through CRA: public art, marketing - \$20,000, and landscaping.

Proposed FY22 Budget Worksheet - Ms. Mory reiterated that the remaining \$7 million budget will be allocated to specific projects. Some of the projects have already been approved by the Board but aren't under construction; so, they will be carried over from FY21. Thereafter, she outlined and displayed various photos of the projects: S-Curve/Ocean Way utility undergrounding and lighting - \$1.8 million; Ocean Way bollards - \$960,000; bus shelter relocation and streetscape - \$1 million; International Fishing Pier improvements - \$52,750; main beach parking lot seating - \$302,060; \$2.8 million remaining should be set aside for the Sullivan Park Facility. The proposed cost for the Sullivan Park Facility was \$3.5 million; however, staff is working with an outside entity, which may impact the design, so the amount is to be determined.

5-Year Capital Improvements Plan (CIP) - Ms. Mory displayed the updated proposed CIP, which outlines the \$3.5 million for the Sullivan Park Facility in FY23. Thereafter, she outlined other projects included in the CIP: main beach parking lot improvements project in FY24 at \$3 million; purchase of island entryway/NE 1st Street properties in FY25 and island entryway improvements in FY26. During the construction phase of the Sullivan Park Facility, staff will have to relocate; therefore, recommendations have been made to purchase additional property to house CRA offices and/or purchase dilapidated properties to improve them and flip them back to the private market in FY27.

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

Mr. Drosky spoke in support of the budget and proposed projects. Further, he looks forward to discussing future projects and setting priorities.

Mr. Hudak thanked staff and spoke in support of the budget.

ADMINISTRATION COMMENTS

There were no comments.

BOARD COMMENTS

There were no comments.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to adjourn the meeting at 6:52 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Parness, Vice Chair Preston and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk



Community Redevelopment Agency Meeting - August 24, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, August 24, 2021, at 6:30 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the CRA Board will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The August 24, 2021, Community Redevelopment Agency meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items with such attendees adhering to social distancing protocols, temperature checks and face covering recommendations. A copy of the agenda for the August 24, 2021 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers adhering to social distancing protocols, temperature checks and face covering recommendations.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:15 PM on August 24, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/82854753770?pwd=NTVjcko3ZWlqTlhTOUFiZWZhWXF5UT09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 828 5475 3770#, Participant ID: #, Password: 246664#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
2. **Via Email** - Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.
3. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
4. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-779

Agenda Date: 8/24/2021

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving an Interlocal Agreement between the City of Deerfield Beach and the Deerfield Beach Community Redevelopment Agency for administrative support services for the CRA; authorizing execution of the Interlocal Agreement; providing for conflicts and an effective date.

Recommended Action

CRA Board to vote on Resolution

Background/History

In 2005, the City of Deerfield Beach and the Deerfield Beach CRA entered into an Interlocal Agreement regarding CRA administration. It established the framework for the relationship between the City and the CRA wherein the CRA uses City-provided administrative support services and establishes the compensation for such services. The Agreement was last amended in 2013 to specifically allow the CRA to compensate the City in direct proportion to the amount of resources used.

The Agreement specifies the method of reimbursement that the CRA would use to reimburse the City for resources expended on CRA work. The value of the arrangement may change from year to year based on the actual resources used. The value of the services used by the CRA is reflected in the General Administration Charge line item in the CRA Budget that is adopted via resolution by the CRA and, subsequently, by the City.

This item is administrative in nature.

Current Activity

The terms of the agreement continue to reflect the working relationship between the City of Deerfield Beach and the Deerfield Beach CRA. However, the term of the agreement has expired and a new agreement is necessary.

The proposed interlocal agreement will remain in effect for 5 years with an option to renew. It can also be revised in the future should the CRA Board wish to modify the relationship with the City of Deerfield Beach.

Recommendation

Staff recommends approval of the updated Interlocal Agreement between the City of Deerfield Beach and the Deerfield Beach CRA. If approved, a companion request for approval will be made to the City Commission.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR ADMINISTRATIVE SUPPORT SERVICES FOR THE CRA; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, in 2005, the Deerfield Beach Community Redevelopment Agency (the “CRA”) entered into an Interlocal Agreement (the “ILA”) with the City of Deerfield Beach regarding CRA administration; and

WHEREAS, the ILA was last amended in 2013 to specifically allow the CRA to compensate the City in direct proportion to the amount of resources used; and

WHEREAS, the ILA provides the framework for the relationship between the City and the CRA wherein the CRA uses City provided administrative support services and the City receives compensation for such services; and

WHEREAS, CRA staff recommend entering into an updated ILA, attached as Exhibit “A”, that reflects the current relationship between the CRA and City for administrative support services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA hereby approves the Interlocal Agreement with the City, attached as Exhibit “A,” that provides administrative support services for the CRA.

Section 3. The CRA Director is hereby authorized to execute the Interlocal Agreement, attached as Exhibit “A”, together with such additional terms and conditions that are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. The appropriate CRA officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, CHAIR

ATTEST:

SAMANTHA GILLYARD, CLERK

AGREEMENT

This Agreement is entered into on this ____ day of September, _____, 2021, between the CITY OF DEERFIELD BEACH, a Florida municipal corporation (the "CITY") and the DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, (the "CRA").

W I T N E S S E T H:

WHEREAS, the CITY, pursuant to Ordinance No. 1999/027, established a Community Redevelopment Area and created a Community Redevelopment Agency (CRA), both pursuant to Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA prepared a Community Redevelopment Plan and established the boundaries for the Community Redevelopment Area; and

WHEREAS, as a result of the adoption of Ordinance No. 1999/027, the City Commission functions as the governing board of the CRA; and

WHEREAS, the CITY has professional staff employed by the CITY; and

WHEREAS, the CITY staff time and expertise in administration, engineering, finance, and planning can be beneficially utilized in the implementation of the objectives and legal requirements of the CRA; and

WHEREAS, the CITY is willing to make available to the CRA, in accordance with the terms and conditions set forth in this Agreement, its professional staff and staff support; and

NOW, THEREFORE, be it agreed by and between the parties as follows:

Section 1. Background and Purpose.

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 2. Scope of Agreement.

The CITY agrees to provide the following administrative support services in the same manner as provided for by the CITY in the conduct of its own affairs or, if in existence, CRA Bylaws:

A. The CITY shall create a separate trust fund and provide financial services, which shall include, but not be limited to, management of CRA fiscal accounts, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs. All financial data shall be recorded and maintained on the CITY's

financial system. Accordingly, the investments and idle cash of the CRA shall be pooled with other CITY investments, subject to compliance with applicable law, and subject to CITY's investment policy. Interest earnings shall be allocated to the trust fund in the same manner pooled cash and investments are allocated to other CITY funds based on average balances. The CITY Finance Director shall act as the CRA Finance Director and shall receive, on behalf of the CRA, all distributions of tax increment revenues from the appropriate governmental agencies. The cost of such auditing services shall be allocated and charged directly to the CRA.

B. The CITY shall provide such clerical services to the CRA as may be required.

C. The CITY shall provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.

D. The CITY shall provide engineering and planning services to advise and assist the CRA in attaining the goals of the Redevelopment Plan.

E. The CRA shall be permitted to utilize the services of the CITY's Purchasing Division and shall follow the CITY's Purchasing Code with respect to purchasing services and goods necessary for the operation of CRA activities. The CRA may use the services of contractors retained by the CITY upon terms and conditions acceptable to the CRA and the contractor.

F. The CITY shall make available to the CRA and its officers, public officials liability insurance provided by the self-funded insurance program of the CITY.

G. The CRA may request the CITY to provide other special services on occasion not initially set forth in this Agreement.

H. The CITY shall make such CITY facilities available for improvement by the CRA as is consistent with the CRA Plan and Chapter 163, Florida Statutes.

Section 3. Method of Reimbursement and Compensation.

A. Reimbursement to CITY. For the services described in Section 2 above to be provided by the CITY, the CRA will compensate the CITY based on the CITY's cost allocation plan for Administrative Service Fees and Internal Service Fees (as determined by the City Finance Director and approved by the CRA administrator), to the extent that such costs are eligible for reimbursement in accordance with Section 163.387(6), Florida Statutes, and to the extent that future revenues of the CRA trust fund are sufficient to provide for the reimbursement. The cost allocation plan shall represent a fair apportionment and allocation for CITY time and resources expended. Any cost or expense determined by the CITY not to have been included in the cost allocation plan shall be directly billed to the CRA by the CITY. The CRA shall pay that portion of the salaries and expenses of City personnel serving the City and the CRA as is proportion to the services rendered to each agency.

B. Method of Reimbursement. The parties agree that the CRA's obligation to reimburse the CITY, pursuant to Section 3A hereinabove, shall be made to the CITY in accordance with the CRA approved budget. It is recognized and acknowledged that full reimbursement to the CITY may, during the term of this Agreement, be deferred as determined each year by the CITY; provided however, any deferred outstanding payment obligation shall be budgeted by the CRA and paid to the CITY prior to the termination of the trust fund as provided in Chapter 163 of the Florida Statutes or prior to return of tax increment funds to any taxing authority.

C. In all respects, this Agreement shall be implemented, and the expenditures by the CRA and City shall be apportioned, so that each party bears its proper and reasonable share of expenses related to the administration of each agency.

Section 4. Miscellaneous.

A. Continued Cooperation. This Agreement assumes close coordination and cooperation between the CRA and essential CITY staff and CITY functions, particularly regarding financial administration, reporting and auditing, and administration.

B. Term. This Agreement shall take effect upon execution by both parties, and shall continue in effect for five years from the effective date, unless either party seeks to terminate this Agreement prior to said date. The five year term of this Agreement may be extended by the CRA and the CITY for one additional renewal term of up to five years.

C. Termination. This Agreement may be terminated by the CITY or the CRA for convenience upon at least thirty (30) days written notice to the other party. After termination of the Agreement, the CITY shall transfer to the CRA copies of any documents, data and information requested by the CRA relating to the services accomplished herein.

D. Records. The CITY shall keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which the CITY expects to be reimbursed. From and after the effective date of this Agreement, the City Clerk is designated the custodian of all past, present and future public records of the CRA for all lawful purposes.

E. Indemnification. To the extent permitted by law, the CRA shall indemnify and save harmless the CITY, its agents and employees, from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the work to be performed, including costs, attorneys' fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

F. Independent Contractor. The CITY is an independent contractor under this Agreement. Personal services provided by the CITY shall be by employees of the CITY and subject

to supervision by the CITY, and not as officers, employees or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CITY, unless otherwise stated specifically herein.

G. Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the CRA or the CITY, without consent of the other party.

H. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the same formality and of equal dignity herewith.

I. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving notice:

CITY: City Manager
City of Deerfield Beach
150 N.E. Second Avenue
Deerfield Beach, Florida 33441

CRA: Executive Director
Deerfield Beach Community Redevelopment Agency
150 N.E. Second Avenue
Deerfield Beach, Florida 33441

J. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

K. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and be enforced to the fullest extent permitted by law.

L. This Agreement shall be effective upon execution by the last signatory hereto.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
BILL GANZ, MAYOR

Date: _____

SAMANTHA GILLYARD, CITY CLERK

**DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ATTEST:

By: _____
BILL GANZ, CHAIR

Date: _____

SAMANTHA GILLYARD, CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-827

Agenda Date: 8/24/2021

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Work Authorization with Keith and Associates, Inc., for engineering design services for the Main Beach Parking Lot Concrete Seating Project in an amount not to exceed \$42,060.00; authorizing execution of the Work Authorization; providing for an effective date. (*Funds from Account #190-8000-552-63-08 - Main Beach Parking Lot*)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$42,060

Account Name: Main Beach Parking Lot

Account Number: 190-8000-552-63-08

Background/History

At the Board's direction, CRA staff initiated efforts to design improvements that would allow the mobile stage to be located on the east side of Ocean Way for special events and provide concrete seating built into the Main Beach Parking Lot retaining wall for special event viewing and passive beach recreational use (the "Project"). Utilizing the City of Deerfield Beach Consultants' Competitive Negotiations Act ("CCNA") Process, three firms were invited to provide proposals for this design scope of services. Proposals were reviewed by the City Engineer, CRA Capital Projects Manager, and the Director of Economic Development. Of the three firms, Keith and Associates was identified as the most qualified consultant to provide the design services for the Project. Keith and Associates, Inc. is listed as a consultant under the master CCNA continuing services contract dated 04/06/2021, RFQ-21-11-IG.

Current Activity

Keith and Associates, Inc. submitted the attached Scope of Services for design, permitting, and construction administration services.

Recommendation

The CRA Board is asked to approve a Work Authorization with Keith and Associates, Inc., in the amount of \$42,060 for the design of the Project. If approved, there are adequate funds in CRA line item 190-8000-552-6308 (Main Beach Parking Lot) to fund this item.

CRA RESOLUTION NO. 2021

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING THE WORK AUTHORIZATION WITH KEITH AND ASSOCIATES, INC., FOR ENGINEERING DESIGN SERVICES FOR THE MAIN BEACH PARKING LOT CONCRETE SEATING PROJECT IN AN AMOUNT NOT TO EXCEED \$42,060.00; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Request for Qualifications #21-11-IG (the “RFQ”) and Section 287.055, Florida Statutes (the “CCNA”), the City entered into continuing contracts with qualified firms for the provision of architectural and engineering services, including a continuing contract with Keith and Associates, Inc. (“Keith and Associates”), dated April 6, 2021 (the “Continuing Contract”); and

WHEREAS, in accordance with the RFQ and the City’s CCNA project process, the City considered three firms from the RFQ continuing contract pool for engineering design services for the Main Beach Parking Lot Concrete Seating Project (the “Project”); and

WHEREAS, Keith and Associates was selected as the most qualified firm for the Project; and

WHEREAS, CRA staff has negotiated a proposal with Keith and Associates for professional engineering design services (the “Services”) for the Project, in the amount not to exceed \$42,060.00 (the “Proposal”); and

WHEREAS, CRA staff recommends the CRA Board approve and authorize execution of Work Authorization with Keith and Associates for the Services for the Project, attached as Exhibit “A,” pursuant to the terms of the Continuing Contract in an amount not to exceed \$42,060.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA hereby approves the Work Authorization with Keith and Associates, attached as Exhibit “A,” for the Services in an amount not to exceed \$46,060.00.

Section 3. The CRA Chair and Director are hereby authorized to execute the Work Authorization with Keith and Associates, attached as Exhibit “A,” together with such terms as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, CHAIR

ATTEST:

SAMANTHA GILLYARD, CLERK

WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY AND
KEITH AND ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this__ day of__, 20__, by and between City of Deerfield Beach (the “City”) Community Redevelopment Agency (the “CRA”) with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, and Keith and Associates, Inc., a Florida Corporation (the “Consultant”), with its business address located at 301 East Atlantic Blvd, Pompano Beach, Florida.

RECITALS

WHEREAS, Consultant is a pre-qualified Consultant of the City pursuant to RFQ No. 21-11-IG and the Continuing Contract between the City and Consultant, dated April 6, 2021 (the “Continuing Contract”); and

WHEREAS, the CRA and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of the Continuing Contract and this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, CRA and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

Consultant agrees to perform certain professional services for the CRA, as specifically described in the scope of services attached as Exhibit “A-1” to this Work Authorization (the “Services”), which by this reference is incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 2

COMPENSATION

- 2.1 In consideration for the Services to be performed by Consultant, the CRA agrees to pay Consultant in an amount not-to-exceed \$42,060.00, as further detailed in Exhibit "A-1," which amount shall be accepted by Consultant as full compensation for all such work. It is acknowledged and agreed by Consultant that this amount is the maximum payable and constitutes a limitation upon CRA's obligation to compensate Consultant for the Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Consultant's obligation to perform all items of work required by or which can be reasonably inferred from the Contract. No amount shall be paid to Consultant to reimburse its expenses, unless authorized in this Contract.
- 2.2 Compensation due to the Consultant shall be payable in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes, following submission of a proper invoice by the Consultant to the CRA.
- 2.3 In the event of CRA's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, CRA shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the CRA's termination of this Work Authorization.

SECTION 3

TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until completion of the Services (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4

TERMINATION OF WORK AUTHORIZATION

CRA may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5

CONTINUING CONTRACT TERMS AND CONDITIONS

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between CRA and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this

Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City or CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the CRA's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION/HOLD HARMLESS CLAUSE**

In Consultant's performance of Services under this Work Authorization, Consultant shall indemnify and hold harmless City, the CRA, and their officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, or other persons employed or utilized by Consultant in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and CRA Executive Director, any sums due Consultant under this Work Authorization may be retained by the CRA until all of the CRA's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CRA. Nothing in this Agreement shall be deemed or treated as a waiver by the CRA of any immunity to which it is entitled by law, including but not limited to the CRA's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 **INSURANCE AND BONDING**

8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.

8.2 This Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the CRA with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the CRA, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the CRA.

SECTION 10
MISCELLANEOUS

Consultant shall, without additional expense to the CRA, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 The CRA may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

11.2 The CRA may, at reasonable times during the term hereof, perform such inspections, as the CRA deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization and the Continuing Contract. Consultant shall make available to the CRA all reasonable assistance to facilitate the performance of inspections by the CRA's representatives.

SECTION 12
AMENDMENTS AND ASSIGNMENT

12.1 This Work Authorization together with the Continuing Contract constitutes the entire agreement between Consultant and CRA and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.

12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the CRA, which may be withheld or conditioned in the CRA's sole discretion.

SECTION 13 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Section 10.11 of the Continuing Contract.

SECTION 14 **GOVERNING LAW AND VENUE**

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15 **HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16 **NON-DISCRIMINATION**

Consultant represents and warrants to the CRA that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

Consultant agrees to comply with the provisions of Chapter 119, Florida Statutes, as outlined in Section 10.3.4 of the Continuing Contract. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CRA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CRA and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the CRA.

SECTION 18
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
KEITH AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CRA

CITY OF DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY

By: _____
Kris Mory, CRA Executive Director

This ____ day of _____, 2021.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach Community
Redevelopment Agency only:

Anthony C. Soroka, CRA Attorney

CONSULTANT

KEITH AND ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

This ____ day of _____, 2021.

EXHIBIT “A-1” SCOPE OF SERVICES

EXHIBIT A

Revised
July 8, 2021

Mark DiMascio, CRA Capital Project Manager
City of Deerfield Beach
Community Redevelopment Agency (CRA)
1601 E Hillsboro Blvd,
Deerfield Beach, FL 33441
Phone: 954.952.0221
E-mail: mdimascio@deerfield-beach.com

Project Name: CCNA RFQ-21-11-IG
Main Beach Parking Lot Concrete Seating
Project Location: 148 S. Ocean Way,
Deerfield Beach, FL 33441
KEITH Project Number: 11880.M3
Project Manager: Roberto Goncalves, Jr.

Dear Mr. DiMascio:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and City of Deerfield Beach ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services. KEITH will begin work within ten (10) days after receipt of a fully executed copy of this Agreement. Such receipt shall constitute written notice to proceed.

APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan.

PROJECT UNDERSTANDING

The City of Deerfield Beach has requested that KEITH provide professional services scope and project approach associated with CCNA RFQ-21-11-IG.

Modification of an existing retaining wall along the east side of the Main Beach Parking Lot (MBPL) to construct a 3-seat high concrete seating step area. Seating steps should taper from 75' wide in the rear to 95' in the front. Each seating step should be 17" high. The area can be used for passive

viewing of the beach and ocean on a daily basis and for seating during special events when the stage is placed directly across the street. Accessible stairs from the parking lot to the sidewalk should be located at the center of the seating area. Project will also include some minor modification to the existing curb on east side of S. Ocean Way to facilitate stage delivery. Also included is the extension of the existing event electrical/control conduit. The western edge of the conduit rises to a ground box that falls within the area of the proposed seating. Include anti-sleeping and anti-skateboarding devices as feasible.

The minimum services required shall include design development, construction documents & regulatory permitting. Note: The project is east of the CCCL; FWC and FDEP waivers may be required.

CLIENT will be coordinating this project with an existing Art in Public Places contract. The Artist will be designing and installing a themed railing along the eastern edge of the existing retaining wall as part of a separate contract. KEITH will coordinate with the artist to establish the location of the railing termination points adjacent to the new seating. KEITH will coordinate the height of the 3rd row of seating to make sure it is high enough that railings will not be required in the area of the seating. If a handrail is needed for the accessible stairs, KEITH shall provide information for the artist to be able to fabricate and install the handrail for the stairs.

Drainage Calculations, Drainage Permitting, Landscaping and Electrical are not part of this project.

Location Map



PROJECT SCOPE

KEITH services included for this project:

☒ **Survey**

- ☐ ALTA/NSPS
- ☐ Topography
- ☐ Boundary
- ☐ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction AsBuilt
- ☒ Other Specific Purpose Survey

☐ **SUE**

- ☐ Horizontal Designation
- ☐ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☐ Other_____

☐ **Planning Services**

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Other_____

☒ **Civil Engineering Services**

- ☒ Paving and Grading
- ☒ Demolition & Erosion Control
- ☒ Pavement Markings and Signage
- ☒ Structural Design
- ☒ Geotechnical Design

☐ **Transportation Engineering Services**

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other_____

☐ **Traffic Engineering Services**

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other_____

☐ **Landscape Architecture Services**

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Photometrics
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Other_____

☒ **Construction Services**

- ☐ Permitting
- ☐ Bidding Assistance
- ☒ Observation
- ☒ Construction Certification
- ☐ Other_____



DESCRIPTION OF SERVICES AND DELIVERABLES

SURVEY

Task 101 Specific Purpose Survey

KEITH shall prepare a Specific Purpose Topographic Survey of the area outlined in the exhibit above, including 200 feet by 200 feet along South Ocean Way and the beach parking area. Survey shall show the boundary lines together with surface features such as roadways, pavement, fences, walls, surface utilities, etc. Trees shall be noted by common name and trunk diameter. Storm and Sanitary structures will be noted with invert elevation, diameter, material and direction. Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations shall be shown at an interval of approximately 25 feet, including intermediate changes in grade.

KEITH shall locate and show the CCCL line on the Survey.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

NOT PART OF CONTRACT

CIVIL ENGINEERING SERVICES

Task 401 - 50% Schematic Design

The CONSULTANT shall identify key constructability issues. The CONSULTANT shall utilize a topographic survey by a Florida Registered Surveyor to locate all above ground and any additional data required for the completion of the design, permitting, and construction of the project.

The CITY shall provide comments to the CONSULTANT within 21 calendar days of receiving the submittal.

The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments.

The CONSULTANT shall prepare a construction cost estimate and make the changes to the design if needed to have it within the proposed budget.

The CONSULTANT shall prepare a grading plan sheet with geometry in station and offset format to the center line of right of way.

The CONSULTANT shall prepare a pavement marking and signage plan sheet.

The CONSULTANT shall prepare a Demolition and Erosion Control plan sheet.

Deliverables: The following deliverables shall be provided under this Task:

- The CONSULTANT shall submit the complete set of plans and details for CITY review. The design drawings shall be submitted in PDF format of 24 x 36".
- One (1) PDF of the construction cost estimate.



Task 402 - 100% Construction Documents

- The CONSULTANT shall incorporate the review comments from 50% design submission in the 100% design submission. The 100% design submission shall be complete.
- The CONSULTANT shall submit the 100% design submission for CITY review. The design drawings shall be submitted in PDF of 24" x 36" plan sheets. The CITY shall provide comments to the CONSULTANT within 21 calendar days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments.
- The CONSULTANT shall prepare a final construction cost estimate and make the changes to the design if needed to have it within the proposed budget.
- Once all comments are addressed, or if no comments or corrections are necessary, the CONSULTANT shall submit the Final Plans and Specifications, and any other document required for a complete design by the City.
- CONSULTANT shall provide three (3) original signed and sealed sets of the Final Design Package (24" x 36" plan sheets), together with an electronic copy.

Deliverables: The following deliverables shall be provided under this Task:

- 100% design package (24" x 36" plan sheets) and in electronic format.
- Signed and Sealed of the Final Plans and Specifications 100% design package (24" x 36" plan sheets), in electronic copy.
- One (1) copy of the construction cost estimate.

Task 403 - Permitting

- The CONSULTANT shall obtain all required permits from the CITY, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall respond to all permit comments from the CITY, regulatory agencies, or authorities having jurisdiction.
- The CONSULTANT shall attend permit meetings with CITY, regulatory agencies, and authorities having jurisdiction, record and prepare meeting minutes, and provide documentation to the CITY.
- The CONSULTANT is responsible for determining which permits are required and which agencies are applicable to the project.

Pavement Markings and Signage

- City Engineering Division

Paving and Grading

- City Engineering Division

CCCL Permit

- FWC - Fishing and Wildlife Conservation
- FDEP - Florida Department of Environmental Protection

The minimum services required shall include design development, construction documents & regulatory permitting. Note: The project is east of the CCCL; FWC and FDEP waivers may be required.

Deliverables: The following deliverables shall be provided under this Task:

- Permit Application submittals and Approved Permits.



- All Permit Fees to be paid by Owner.

Task 404 – Structural Design

KEITH shall retain a registered structural engineer as a subconsultant to provide full design analysis.

Refer to subconsultant agreement for details of proposed scope of services, and shall include the following:

- Signed and sealed structural plans.

Task 405 – Geotechnical Exploration

KEITH shall retain a registered geotechnical engineer as a subconsultant to provide soil penetration test design analysis.

Refer to subconsultant agreement for details of proposed scope of services, and shall include the following:

- Signed and sealed geotechnical report.

CONSTRUCTION / PROJECT MANAGEMENT SERVICES

KEITH shall provide construction engineering services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included are described as follows and are anticipated to take Twelve (12) months:

Task 801 Construction Observation

Shop Drawing Reviews

NOT PART OF CONTRACT

- Structural Components by LAKDAS

Periodic Site Visits and Construction Observation

KEITH shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH shall coordinate and attend one (1) Pre-construction Meetings. If required by the CLIENT, KEITH shall attend or participate in CLIENT scheduled coordination and progress meetings or telephone conferences. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached). Re-tests and failed inspections will be invoiced based on this same Fee schedule.

As-builts Review

NOT PART OF CONTRACT

- Structural Components by LAKDAS

Final Inspections

KEITH shall participate, with the CLIENT's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the CLIENT, participate in a final inspection together with CLIENT and contractor representatives to assure that all "Punch List" items are



complete, and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed. This service is anticipated to be Two (2) inspections, additional inspection(s) will be invoiced based on the attached Fee schedule.

Task 802 Construction Engineering

Issue Clarifications

KEITH shall issue all instructions and revisions of the CLIENT to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, as the City's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CLIENT and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

Meetings and Conference calls

KEITH shall attend and or participate in (1) one project meetings and conference calls as requested by the CLIENT and CITY. KEITH shall review requests for information prepared by the Contractor and respond accordingly to all parties. KEITH will prepare drawings supplemental information needed to address the contractor's request for information.

Final Certification

KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CLIENT.

Note: It is the Contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH shall represent the CLIENT in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

The Construction Engineering and Certification for the work is for an anticipated period of Two (2) months beyond the construction completion date for certifications.

We anticipate the following items requiring as-built certification:

- Structural Components by LAKDAS
- Paving & Grading of Curbs and Sidewalks

Note: Construction-related surveying (stakeout, as-built plans, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

Schedule Disclaimer:

Considering the ongoing outbreak of the Coronavirus 2019 (COVID-19), KEITH remains fully committed to pursuing the completion of our work in a safe, diligent, and reasonable manner under the current circumstances based on the schedule provided. It is possible that we will encounter certain delays because of this pandemic. Potential impacts may include, but are not limited to, labor shortages due to mandated quarantine regulations, material shortages and significant delays in lead times because of factory closings across the globe. We will continue to monitor the situation and advise of any delays resulting from the impacts of the current worldwide health scenario.



SCHEDULE**SURVEY**

Task 101 Specific Purpose Survey	4 weeks
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CIVIL ENGINEERING SERVICES

Task 401 - 50% Schematic Design	4 Weeks
Task 402 - 100% Construction Documents	4 Weeks
Task 403 - Permitting	8 Weeks
Task 404 - Structural Design	4 Weeks
Task 405 - Geotechnical Exploration	4 Weeks

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation	Duration
Task 802 Construction Engineering	Duration

COMPENSATION**SURVEY**

Task 101 Specific Purpose Survey	\$ 2,600
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CIVIL ENGINEERING SERVICES

Task 401 - 50% Schematic Design	\$ 3,000
Task 402 - 100% Construction Documents	\$ 5,000
Task 403 - Permitting	\$ 4,000
Task 404 - Structural Design	\$23,460
Task 405 - Geotechnical Exploration	\$ 2,000

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 801 Construction Observation	\$ 1,000
Task 802 Construction Engineering	\$ 1,000

<u>Total Compensation</u>	<u>\$ 42,060.00 (Lump Sum)</u>
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City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-866

Agenda Date: 8/24/2021

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Commercial Facade Improvement Program Funding Agreement for LMRCOVE, LLC (dba Two Georges at the Cove) in an amount not to exceed \$100,000; waiving certain program guidelines; authorizing execution of the Agreement; and providing for an effective date. (*Funds from Account #190-8000-552-39-59 - Commercial Facade Improvement Loan Program*)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$100,000.00

Account Name: Commercial Facade Improvement Loan Program

Account Number: 190-8000-552-39-59

Background/History

In 2019, the Community Redevelopment Agency Board awarded CSHJ Lots LLC ("CSHJ"), the previous owner of Two Georges Restaurant located at 1754 SE 3rd Ct. (the "Property") , \$11,111.50 for a sign replacement. This was the final component of the larger façade improvement that included replacing the Spanish tile roof with a metal roof, installing a white decorative fence to camouflage the a/c units, and installing an LED lit knee wall inside the cul-de-sac and extending the stamped concrete from the service area to create a "public plaza." This last improvement received a total commercial facade grant award of \$69,500.

Current Activity

In December 2020, LM Restaurants purchased Two Georges at the Cove restaurant, located at the Property. The purchase was for the restaurant business with an option to purchase the Property within 5 years. The new owner, Mr. Lou Moshokos, has indicated that he intends on exercising the option to purchase but a date certain for that transaction is unknown at this time.

As the new owner, LM Restaurants is proposing a complete redevelopment of the Property, including a total reconfiguration of the outdoor patio, leveling the interior of the restaurant to one continuous level and a newly redesigned kitchen and back of house operation. Exterior painting, new awnings, signage, stucco and siding upgrades will give the building an updated and modern aesthetic. Plans for exterior lighting, landscaping improvements, and a custom mural will complete the total property makeover.

A copy of the Commercial Facade application is attached to this item and contains the proposed rendering of the improvements. The application seeks funding in the amount of \$100,000.

While the applicant meets all other program guidelines, the Commercial Façade Program guidelines provide that 1) applications for funding cannot be made more than every five years, and 2) the recipient of the funding must be the property owner as evidenced by a deed. CSHJ received Commercial Facade funding in 2019, so this application would not meet the 5 year time restriction between applications. LMRCOVE LLC, is the proprietor of Two Georges Restaurant, but CSHJ still holds ownership of the Property. Due to the unique nature of the terms of the sale and the considerable investment that the new owner is making in the Property, the CRA Board is being asked to waive the program guidelines regarding property ownership to allow LMRCOVE LLC to directly receive commercial facade grant funding awarded. The total cost of anticipated facade improvements to this location is estimated at around \$3.5 million dollars. LMRCOVE LLC has an option to purchase the land after 5 years.

The grant award would still require that a lien be placed on the Property for five (5) years to ensure that if the Property is sold in that time frame, the CRA investment does not become a windfall profit and would be repaid on a pro rata basis. Mr. Steve Scaggs, the current owner of CSHJ has indicated that he will authorize the lien being placed on the Property and the Grant Agreement requires the owner to execute indicating the Owner's consent.

Recommendation

The Board is being asked to waive the Commercial Facade program guidelines regarding property ownership and time between grant funding applications and approve Commercial Facade funding in the amount of \$100,000. Adequate funds are available in the Commercial Facade Improvement (190-8000-552-3959) CRA line item to fund this expenditure.

CRA RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM FUNDING AGREEMENT FOR LMRCOVE LLC (DBA TWO GEORGES AT THE COVE) IN AN AMOUNT NOT TO EXCEED \$100,000; WAIVING CERTAIN PROGRAM GUIDELINES; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2019, the CRA Board awarded CSHJ Lots LLC (“CSHJ”), the previous owner of Two Georges at the Cove, \$11,111.50 for a sign replacement for the property located at 1754 SE 3rd Ct. (the “Property”); and

WHEREAS, in December 2020, LMRCOVE LLC (the “LMRCOVE”) purchased the business known as Two Georges at the Cove located at the Property (“Two Georges”); and

WHEREAS, LMRCOVE has proposed to make significant upgrades to the façade of Two Georges, including improvements to the roof, outside flooring, exterior lighting, painting, and landscape and irrigation (collectively, the “Improvements”); and

WHEREAS, LMRCOVE has applied to the CRA for \$100,000 in Commercial Façade Improvement Program funding (the “Grant”) to complete the Improvements; and

WHEREAS, the Commercial Façade Program guidelines provide that 1) applications for funding cannot be made more than every five years, and 2) the recipient of the funding must be the property owner as evidenced by a deed (collectively, the “Program Guidelines”); and

WHEREAS, due to the unique nature of the terms of the sale and the considerable investment that LMRCOVE is making in the Property, the CRA Board is being asked to waive the Program Guidelines; and

WHEREAS, CRA staff recommends award of the Grant to LMRCOVE for the Improvements and waiver of the Program Guidelines; and

WHEREAS, CRA staff recommends the CRA Board approve and authorize execution of a funding agreement with LMRCOVE, attached as Exhibit “A,” for the Grant in an amount not to exceed \$100,000 (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Board hereby waives the Program Guidelines for the Grant.

Section 3. The CRA Board hereby approves the Agreement with LMRCOVE, attached as Exhibit “A,” for the Grant in an amount not to exceed \$100,000.

Section 4. The CRA Director is hereby authorized to execute the Agreement with LMRCOVE, attached as Exhibit “A,” for the Grant in an amount not to exceed \$100,000, together with such terms as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, CHAIR

ATTEST:

SAMANTHA GILLYARD, CLERK

Commercial Façade Application CHECKLIST

- ☒ Copy of Deed/Proof of Ownership
- ☒ Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor ("Sweat Equity" hours will not be credited).
- ☒ Complete, written description of all rehabilitation work planned (typed or printed)
- ☒ Detailed concept drawings of improvements prepared by are registered architect, landscape architect or engineer including measured and labeled elevations clearly indicating building height and lineal feet of building frontage.
- ☒ Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. The Commercial Façade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and sub-contractors have been paid in full.
- ☒ Proof of insurance coverage (please ask your insurance agent for the Accord Form).
- ☒ Anticipated time frame for improvements.

Application Submitted

Date: 7/8/2021

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL FAÇADE PROGRAM

APPLICATION
(PLEASE TYPE OR PRINT)

Applicant's Name: LMR Cave LLC

Phone: (954) 427-9747 Deise Buzzelli
cell (561) 901-4946

Mailing Address: 1754 SE 3RD Ct.
Deerfield Beach, FL 33441

Property Address: 1754 SE 3RD Ct.
Deerfield Beach, FL 33441

Business Name: Two Georges at The Cave

Description of Planned Improvements (You may attach additional typed/printed sheets if needed):

See Attached description

Anticipated Time frame for Improvements - 3 months
(Please see next page for additional site documentation required)

Total Cost of Project: \$ 1,370,522.03

CRA Funds Requested: \$ 100,000.00

ADDITIONAL SITE DOCUMENTATION REQUIRED

Please attach the following:

- ☒ All detailed exterior building elevations, height and scale element.
- ☒ Color sample specifying exterior surface treatment.
- ☐ Landscape plan (if applicable)-Show location, type and size of planting.
- ☒ Color photographs of subject site features and adjacent properties and buildings.

For signage, attach the following:

- ☐ Dimensions, lettering style and sizes, materials and mounting details.
- ☐ Color samples and colors noted on drawings
- ☐ Lighting details including type, intensity and mounting specifications
- ☐ Building elevations for all wall signs-illustrating dimensioned location of sign.
- ☐ Survey showing location of free-standing sign. Landscape drawings must also be provided indicating size, type and location of material for all free-standing signs.
- ☐ Photos of signs on abutting and subject properties.

Please Read: By signing below, I acknowledge that I have read and understand the instructions associated with this program. I understand that if I fail to abide by the instructions, my application may be disqualified. I further acknowledge that I understand that funding for the Commercial Facade Program is limited. As such, there is a risk that even if my application meets all requirements, I may not be approved for funding in this fiscal year.

Signature & Date



END OF APPLICATION

CHECKLIST

Before you submit the application, verify that you have attached/completed each of the following. Incomplete applications will not be considered for funding.

- ☒ Copy of Deed/Proof of Ownership
- ☒ Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor ("Sweat equity" hours will not be credited).
- ☒ Complete, written description of all rehabilitation work planned (typed or printed).
- ☐ Additional site documentation requested in application.
- ☒ Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. The Commercial Facade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and subcontractors have been paid in full.
- ☒ Proof of insurance coverage (Please ask your insurance agent for the Accord Form).
- ☒ Signature and date on application.

REMEMBER:

Do not begin any improvements prior to CRA Board Approval and building permit issuance.

**TWO GEORGES AT THE COVE
COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FACADE FUNDING PROGRAM**

	DESCRIPTION ITEM	CONTRACTOR	PROPOSAL AMOUNT
1	ROOF	EVANS ROOFING	\$60,000.00
2	AWNINGS	AWNING WORKS	\$1,013,849.78
3	FLOORING OUTSIDE	CONSOLIDATED CONSTRUCTION & DEV.	\$139,192.00
4	EXTERIOR PAINTING	PAINTASTIC	\$16,549.00
5	STUCCO/SIDING	R.D. SOUZA, INC.	\$10,293.75
6	PAINT MURAL	DENNIS FRIEL	\$16,750.00
7	EXTERIOR LIGHTING	CBMC	\$111,687.50
8	LANDSCAPE ARCHITECT	TONNING & ASSOCIATES	\$1,250.00
9	IRRIGATION SYSTEM	TONNING & ASSOCIATES	\$950.00
TOTAL			\$1,370,522.03

DATE

7-Jul-21

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL FAÇADE PROGRAM

2021

DESCRIPTION OF PLANNED IMPROVEMENTS:

NEW ROOF: FURNISH AND INSTALL NEW STANDING SEAM GALVALUME METAL ROOF APPROXIMATELY 4,100 SQ.FT.

FLOORING OUTSIDE: FURNISH AND INSTALL EXTERIOR TREX COMPOSIT DECKING APPROXIMATELY 4,800 SQ. FT.

EXTERIOR LIGHTING: FURNISH AND INSTALL ALL EXTERIOR LIGHTS AND CEILING FANS.

PAINT/STUCCO/SIDING: PRIME AND PAINT EXTERIOR STUCCO WALLS, SHIPLAP BOARDS, WOOD OUTRIGGERS, DOORS AND FRAMES, APPLY FAUX GRAIN FINISH TO EXTERIOR COLUMNS.

FURNISH AND INSTALL 5/8" STUCCO FINISH OVER CMU ON EXTERIOR ELEVATION WALLS APPROXIMATELY 942 SQ.FT. AND FURNISH AND INSTALL METAL LATH AND STUCCO AT TIKI BAR TOWER APPROXIMATELY 335 SQ.FT.

LANDSCAPE/IRRIGATION: NEW PLANTING OF TREES, SHRUBS AND IRRIGATION SYSTEM.

~~SIGNAGE ENTRANCEWAY: NEW SIGNAGE FOR THE ENTRANCEWAY TO RESTAURANT.~~



One Glenwood Avenue
Suite 800
Raleigh, NC 27603

Phone (888) 382-4968

July 8, 2021

To Whom It May Concern:

This letter is to advise that LMR, LLC has been a long standing customer with First Horizon Bank (formerly Capital Bank) and currently maintains deposit accounts in excess of \$5+ million dollars.

Should you have any further questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Denise Segovia".

Denise Segovia
Client Specialist
First Horizon Bank
1 Glenwood Avenue Suite 800
Raleigh, NC 27603



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/8/2021

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME,
CONTACT PERSON AND ADDRESS PHONE
(A/C, No, Ext): 919-582-4001
Arthur J. Gallagher Risk Management Services, Inc.
4700 Homewood Court, Suite 260
Raleigh, NC 27609-5732

COMPANY NAME AND ADDRESS

Fireman's Fund Insurance Company
777 San Marin Drive
Novato, CA 94998

NAIC NO: 21873

FAX
(A/C, No): 919-847-3160E-MAIL
ADDRESS: terri_boulay@ajg.com

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

CODE:

SUB CODE:

POLICY TYPE

Package

AGENCY
CUSTOMER ID #:

NAMED INSURED AND ADDRESS

LMR LLC
6510 Chapel Hill Rd Suite 200
Attn: Chris Moutos
Raleigh, NC 27607

LOAN NUMBER

POLICY NUMBER

USC016490210

EFFECTIVE DATE

06/01/2021

EXPIRATION DATE

06/01/2022

CONTINUED UNTIL
TERMINATED IF CHECKED

ADDITIONAL NAMED INSURED(S)

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

Policy has blanket limit for buildings \$51,109,100 & BPP of \$17,013,000 and business income \$20,000,000
Includes named insureds:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒

SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 68,122,100 bld & bpp

DED: \$10,000

	YES	NO	N/A	
☒ BUSINESS INCOME ☐ RENTAL VALUE	X			If YES, LIMIT: \$20,000,000 Actual Loss Sustained; # of months:
BLANKET COVERAGE	X			If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE	X			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X	
IS DOMESTIC TERRORISM EXCLUDED?			X	
LIMITED FUNGUS COVERAGE			X	If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X	
REPLACEMENT COST	X			
AGREED VALUE	X			
COINSURANCE			X	If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT: included DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg			X	If YES, LIMIT: DED:
- Demolition Costs			X	If YES, LIMIT: DED:
- Incr. Cost of Construction			X	If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)			X	If YES, LIMIT: DED:
FLOOD (If Applicable)			X	If YES, LIMIT: DED:
WIND / HAIL INCL ☐ YES ☐ NO Subject to Different Provisions:	X			If YES, LIMIT: DED:
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:	X			If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			X	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
NAME AND ADDRESS			
Proof Of Insurance			AUTHORIZED REPRESENTATIVE
			<i>Peto Luca</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED LMR LLC 6510 Chapel Hill Rd Suite 200 Attn: Chris Moutos Raleigh, NC 27607	
POLICY NUMBER USC016490210		EFFECTIVE DATE: 06/01/2021	
CARRIER Fireman's Fund Insurance Company	NAIC CODE 21873		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS:

Policy includes coverage for named insured: LMR Cove LLC /dba Two Georges at the Cove. Location includes 1754-1756 SE 3rd Ct Deerfield Beach FL 33441.

Blanket Coverage applies to the location.

State of Florida

Department of State

I certify from the records of this office that LMRCOVE LLC is a limited liability company organized under the laws of the State of Florida, filed on November 19, 2020, effective December 28, 2020.

The document number of this limited liability company is L20000367194.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 7, 2021, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2021*



Randy A. Lee
Secretary of State

Tracking Number: 9942237264CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L20000367194

Entity Name: LMRCOVE LLC

Current Principal Place of Business:

1754 SE 3RD COURT
DEERFIELD BEACH, FL 33441

Current Mailing Address:

6510 CHAPEL HILL RD
RALEIGH, NC 27607 US

FEI Number: 85-3903735

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MOSHAKOS, ILIAS L
704 N OCEAN BLVD
602
POMPANO BEACH, FL 33062 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name MOSHAKOS, ILIAS L
Address 704 N OCEAN BLVD APT 602
City-State-Zip: POMPANO BEACH FL 33062

Title MGR
Name MOSHAKOS, JOY B
Address 704 N OCEAN BLVD APT 602
City-State-Zip: POMPANO BEACH FL 33062

Title AUTHORIZED MEMBER
Name MOSHAKOS, ILIAS LOU
Address 704 N OCEAN BLVD APT 602
City-State-Zip: POMPANO BEACH FL 33062

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ILIAS LOU MOSHAKOS

MANAGER

01/07/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L20000367194
FILED 8:00 AM
November 19, 2020
Sec. Of State

Article I

The name of the Limited Liability Company is:
LMRCOVE LLC

Article II

The street address of the principal office of the Limited Liability Company is:
1754 SE 3RD COURT
DEERFIELD BEACH, FL. US 33441

The mailing address of the Limited Liability Company is:
6510 CHAPEL HILL RD
RALEIGH, NC. US 27607

Article III

The name and Florida street address of the registered agent is:
ILIAS L MOSHAKOS
704 N OCEAN BLVD
602
POMPANO BEACH, FL. 33062

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ILIAS L MOSHAKOS

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
ILIAS L MOSHAKOS
704 N OCEAN BLVD APT 602
POMPANO BEACH, FL. 33062 US

Title: MGR
JOY B MOSHAKOS
704 N OCEAN BLVD APT 602
POMPANO BEACH, FL. 33062 US

Title: ORG
CHRIS MOUTOS
6510 CHAPEL HILL RD
RALEIGH, NC. 27607 US

L20000367194
FILED 8:00 AM
November 19, 2020
Sec. Of State

Article V

The effective date for this Limited Liability Company shall be:

12/28/2020

Signature of member or an authorized representative

Electronic Signature: CHRIS MOUTOS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



Devove U.S., Inc.
BROWARD 954 - 566 - 5238
DADE 305 - 896 - 4846
PALM BEACH 954 - 553 - 0036

PROJECT FOR:

The Cove Restaurant

1754 SE 3rd Court, Deerfield Beach, Fl 33441

RCC Construction

Ron Hollander

rhollander@rccassociates.com

amartins@rccassociates.com

June 23rd, 2021

Thank you for the opportunity to quote on your roof project. The following is an outline of the project:

Furnish & Install New Standing Seam Galvalume Metal Roof over structural wood deck of approximately 4,100 sq. ft.

A. Permitting and Engineer Testing:

This proposal includes cost for permitting and filing the Notice of Commencement prior to start re-roof project.

- NOA, Florida Product approval for the proposed is included.
- Engineer Wind Calculations will be performed. If needed.
- Any additional engineering testing and work requested by building department will be charged extra to comply with building officials' requests.
- Delivery, Crane, Dumping, and sales tax are included.

B. Delivery and Preparatory Work:

- No Tear-off. New decking provided by GC.
- Remove and replace rotted wood deck, as needed.
*Notes: Replacement of deteriorated plywood deck is Only included up to 100ft (or 3 sheets of plywood)
Any required wood removal exceeding 100 ft (or 3 sheets of plywood) would be charged extra.*
- Install safety equipment.
- Broom-clean deck to a smoother workable substrate.
- Installation of new roof system will be done in sections to assure the roof is watertight at the end of each day.

C. Base sheet, Underlayment and Fire Barrier Installation:

- Install 30 lbs. felt, mechanically fastened using 1 1/4" Ring Shrank Nails and 1 5/8" Tin Caps.
- Install Versashield Fire barrier, mechanically fastened using 1 1/4" Ring Shrank Nails and 1 5/8" Tin Caps.

D. Standing Seam Metal Roof:

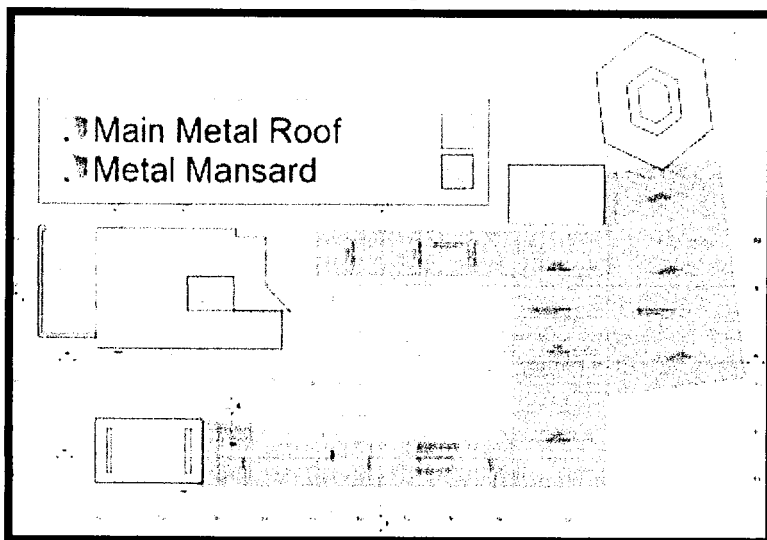
- Install all required flashings (3x3 bull nose drip edges).
- Install new **Dynamic Metal Class 1500 1-1/2" Mechanical Standing Seam .032. panels 16" Coverage.**

COLOR: _____ (TO MATCH EIXSTING ROOF COLOR AND PROFILE AS POSSIBLE) _____.

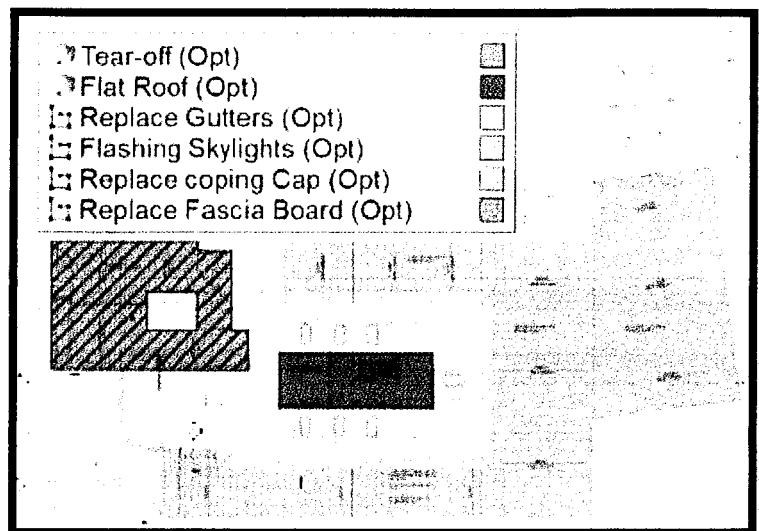
- Install all Aluminum metal trims such as ridges, hips, end walls, bullnose drip edges, stucco stop, high side eaves, Coping, J-channels, and Z-closures.
- Install all necessary boots at perimeter of plumbing stacks, electrical posts, and Gas vents, as needed.
- Provide all metal clips, pancake screws, sealant, and rivets necessary for installation.

AREA OF WORK:

Bid Scope



Options Scope



EXCLUSIONS:

- Structural work, Stucco, Waterproofing and paint by others.
- Repairs are not included. Please see options for repair options.
- Plumbing work, A/C and mechanical work is not included in this proposal.
- Gutters, Collector Boxes and Downspouts are not included in this proposal.

OPTIONS:

- Option 1) Tear off & Dump Existing roof (Approx. 1,700 sq.ft.) at "Hatched" left side of entrance. Add: \$ 4,000
- Option 2) Remove & Replace Existing BUR flat roof at center of Metal roof (Approx. 700 sq.ft.). Add: \$ 10,650
- Option 3) Remove & Replace Existing Damaged Gutter at entrance (Approx. 20'-30'). Add: \$ 1,000
- Option 4) Flashing at base of existing Seven (7) Skylights. Add: \$ 2,100
- Option 5) Remove & Replace Existing Curved Coping Cap at entrance (Approx. 100'). Add: \$ 2,500
- Option 6) Remove & Replace 1x Fascia Board at front of entrance (Approx. 10'-20'). Add: \$ 1,700

GENERAL NOTES:

- Client is responsible for obtaining approval of Metal color from their H.O.A or City.
- The Miami-Dade and Broward code requires a replacement of the Gas vent on every re-roofing project. If your Gas vent is active you will be responsible for hiring a Licensed Plumber, to pull a permit, and install a new one. Also, owner is responsible for the extra costs. This must be done at the same time as the re-roofing project.

Initial _____

TERMS AND CONDITIONS:

- All condition and terms must appear in writing on this contract. Oral promises prior, subsequent, or contemporaneous to this contract are not enforceable against Evans Roofing or its officers, agents, representatives, or employees.
- This quotation is subject to revision if not accepted within (15) days.
- Evans Roofing is not responsible for damage or cracks to interior ceilings, driveways, sidewalks, A/C unit and lines, grass, or other plant life.
- Removal and replacement of screen enclosures, TV or phone cables, A/C units, roof signs, or other such unrelated items, as may be required to complete the work contracted for, will be the customers responsibility and expense.

Initial _____

WARRANTY

- ✓ **Ten (10) year warranty on Metal roof system included.**

INVESTEMENT TOTAL FOR ROOF PROJECT AS DESCRIBED:

\$ 60,000

Deposit _____ 25 % _____

Start Job / Delivery Materials _____ 25 % _____

50 % Completion _____ 25 % _____

Completion of Job _____ 25 % _____

I AGREE WITH THE TERMS OF THIS CONTRACT

Customer _____

Date _____

FRED BURGOS
Commercial Manager Evans Roofing

Awning Works, Inc.
10820 US 19 N
CLEARWATER, FL 33764
727-524-1118
AWI@awningworksinc.com
www.awningworksinc.com



Estimate

ADDRESS

Ron Hollander
RCC Associates
1754 SE 3rd Ct.
Deerfield Beach, FL 33441

SHIP TO

1754 SE 3rd Ct.
Deerfield Beach, FL 33441

ESTIMATE # 24545**DATE** 06/28/2021**CONTACT**

Derrick Payne

SALES REP

AS - Adam Schechner

LEAD TIME

10-12 Weeks

DESCRIPTION**AMOUNT**

Project Name: The Cove Restaurant
Project Location: 1754 SE 3rd Ct., Deerfield Beach, FL 33441
Contact: Derrick Payne Ph: 561.391.0081 E: dpayne@rwb-arch.com

Corona Virus Notice- We are providing our typical lead time without any negative influence delays that will be caused by the Corona Virus, as its currently changing daily and not predictable. Once we proceed into an approved estimate/contract to move forward we will advise the current lead time conditions. As always we endeavor to proactively communicate with our customers, especially under these unique circumstances.

Aluminum Canopy
All Aluminum Construction
12" Perimeter Gutter
Composite Aluminum Roof Panels (Product Requires 1/2" Per Foot)
Modern Construction Framing (Not Structural Type Framing)
Electrical Chase Beams Included
Square Uprights Posts, Mounting Angles For Each Post
Panel Color: White
Frame Color: White
Mechanical Design & Construction
Stainless Steel Hardware
Approximate Size
Quantity: One (1) at 84'-6" (W) x 17'-0" Projection - 3'-0" Overhang
Quantity: One (1) at 73'-6" (W) x 41'-0" Projection
Quantity: One (1) at 77'-0" (W) x 30'-6" Projection
Quantity: One (1) at 56'-0" (W) x 17'-0" Projection - 3'-0" Overhang
Quantity: One (1) at 6'-0" (W) x 19'-0" Projection

Price Pending Engineering

Shop Drawing

Product Price Includes All Materials, Manufacturing Labor And Equipment

412,440.00T

If Proceeding, Please Sign, Date and Return. Please Also Sign Next to any Options Selected
and Remember to Include Required Deposit. Thank You!

Name _____ Date _____

DESCRIPTION	AMOUNT
Installation Labor Price Non-Taxable	103,110.00
Florida Engineered Drawing - All Pricing Pending Approved Engineering	625.00
County Sales Tax (Broward County)	26.69
6% State Sales Tax	24,746.40

Cable Railing System AP1 – Elite
Aluminum Construction
Structural Aluminum Railing With SS Cabling
Picket Size: 2 3/8" Sq.
Top Tube: 2" x 3 3/4" Oval
Color: Stock Powder Coated Finish
Stainless Steel Hardware
Approximate Dimensions:
Quantity: One (1) at 130'-0" LF x 3'-6" (H)
Quantity: One (1) at 109'-0" LF x 3'-6" (H)
Quantity: One (1) at 105'-0" LF x 3'-6" (H) – North Ramp (Handrail with Guard Rail)
Quantity: One (1) at 75'-0" LF x 3'-6" (H)
Quantity: One (1) at 60'-0" LF x 3'-6" (H)
Quantity: Three (3) at 30'-0" LF x 3'-6" (H)
Quantity: One (1) at 28'-6" LF x 3'-6" (H)
Quantity: Two (2) at 14'-0" LF x 3'-6" (H) – North Ramp (Handrail with Guard Rail)
Quantity: One (1) at 13'-6" LF x 3'-6" (H)
Quantity: Three (3) at 12'-6" LF x 3'-6" (H)
Quantity: One (1) at 11'-6" LF x 3'-6" (H)
Quantity: Two (2) at 11'-6" LF x 3'-6" (H) – South Ramp (Handrail with Guard Rail)
Quantity: Three (3) at 8'-6" LF x 3'-6" (H)
Quantity: Two (2) at 5'-0" LF x 3'-6" (H)
Quantity: Four (4) at 4'-6" LF x 3'-6" (H) – North Stairs (Hand Rail with Guard Rail)
Quantity: One (1) at 3'-6" LF x 3'-6" (H)
Quantity: One (1) at 1'-6" LF x 3'-6" (H)

Shop Drawings

Product Price Includes All Materials, Manufacturing Labor And Equipment.	185,625.00T
Installation Labor Price Non-Taxable	46,406.00
County Sales Tax (Broward County)	12.02
6% State Sales Tax	11,137.50

Patio Lane™ Solar Point Retractable Screen
Model: PL RSS™ Motorized Remote-Controlled Operation
Fenetex Motor: Right Or Left Position (To Be Determined By Customer)
Side Retention: Hem Track With Side Rails
Fabric: Hurricane Screen
Color: Black
Frame Finish Color: White Or Bronze
Matching Aluminum Hood
Stainless Steel Fasteners
Fentex Motor: Plug-In Motor
The Motor Has An Exclusive Obstacle Detection System
Matching Aluminum Hood
Stainless Steel Hardware

If Proceeding, Please Sign, Date and Return. Please Also Sign Next to any Options Selected
and Remember to Include Required Deposit. Thank You!

Name _____ Date _____

DESCRIPTION

AMOUNT

Approximate Dimensions: -

Quantity: One (1) at 24'-0" (W) x 15'-0" (H)
 Quantity: One (1) at 20'-0" (W) x 10'-0" (H)
 Quantity: Two (2) at 16'-6" (W) x 13'-0" (H)
 Quantity: One (1) at 14'-6" (W) x 15'-0" (H)
 Quantity: Seventeen (17) at 14'-0" (W) x 10'-0" (H)
 Quantity: Four (4) at 13'-0" (W) x 15'-0" (H)
 Quantity: One (1) at 12'-0" (W) x 15'-0" (H)
 Quantity: One (1) at 11'-0" (W) x 15'-0" (H)
 Quantity: Three (3) at 10'-0" (W) x 10'-0" (H)
 Quantity: Two (2) at 10'-0" (W) x 4'-6" (H)
 Quantity: Four (4) at 6'-6" (W) x 4'-6" (H)
 Quantity: One (1) at 5'-6" (W) x 10'-0" (H)

Product Price Includes All Materials, Manufacturing Labor And Equipment.	131,508.00T
Installation Labor Price Non-Taxable	32,876.00
Florida Engineered Drawing - All Pricing Pending Approved Engineering	625.00
County Sales Tax (Broward County)	8.51
6% State Sales Tax	7,890.48

Bahama Shutter

Extruded Aluminum Construction With Mechanical Connections

Perimeter Framing: 2 ¼"

Louver: 2" Oval

Privacy Full Shade Louver Design

Fixed Arms

Continuous Top Mounting Hinge

Finish: Super Durable Marine Grade Series 38 Powder Coat

Color: To Be Determined By Customer

Stainless Steel Hardware

Approximate Dimensions:

Quantity: Two (2) at 16'-6" (W) x 6'-6" (H) – New Bar
 Quantity: Four (4) at 14'-0" (W) x 6'-6" (H) – New Bar
 Quantity: One (1) at 13'-0" (W) x 3'-6" (H) – South West Entrance
 Quantity: Four (4) at 11'-8" (W) x 3'-6" (H) – South West Entrance
 Quantity: Two (2) at 10'-0" (W) x 3'-0" (H) – New Bar
 Quantity: Four (4) at 6'-6" (W) x 3'-0" (H) – New Bar

Product Price Includes All Materials, Manufacturing Labor And Equipment	42,890.00T
Installation Labor Price Non-Taxable	10,722.00
Florida Engineered Drawing - All Pricing Pending Approved Engineering	625.00
County Sales Tax (Broward County)	2.78
6% State Sales Tax	2,573.40

NOTES:

_Additional Post May Still Be Required
 _All Products Are Pending Engineering
 _Foundations By Others
 _Permit, Blocking, And Eletrical By Others
 _Other Colors For Hurricane Screen Have An Associated Cost – Tan & White

If Proceeding, Please Sign, Date and Return. Please Also Sign Next to any Options Selected and Remember to Include Required Deposit. Thank You!

Name _____ Date _____

DESCRIPTION

AMOUNT

Price Is Subject To Change If Dimensions Vary From Our Survey That Affect Increase Cost In Labor And Materials And/Or If "Easy" Access Or Conditions For The Installation Is Not As Estimated.

LEAD TIME: (10-12 Weeks) Lead Time Starts After Field Dimensions

TERMS: 20% Shop Drawings And Engineering, 30% After Ordering Materials, 20% Before Manufacturing And 30% After Installation

Your Project LEAD TIME Begins When Both Your Deposit And Signed Estimate Have Been Received By Us Or Your Sales Representative. All Fabric And Valance Choices, Powder Coat Colors And Other Custom Selections Should Be Made Prior To Signing Your Estimate If At All Possible As These Variables Can Affect The Lead Time On Production And Manufacturing.

This estimate is valid for 30 days from the noted date. Due to the custom nature of the products offered herein, we have a "no refund" policy and all payments are due per the specified Terms & Conditions or as reflected above. Please be aware lead time can at times be beyond our control and affected by weather, availability of components and permitting processes. Lead times are expressed after receipt of deposit and after permits are issued. Unless noted otherwise we pass through all manufacturer warranties and offer a one year workmanship warranty from the date of installation. A 10% per year finance charge on the unpaid balance will be added for payments beyond the terms noted and all products provided herein remain the property of Awning Works Inc until paid in full.

SUBTOTAL	1,013,849.78
TAX	0.00
TOTAL	\$1,013,849.78

Accepted By

Accepted Date

If Proceeding, Please Sign, Date and Return. Please Also Sign Next to any Options Selected and Remember to Include Required Deposit. Thank You!

Name _____ Date _____

June 23, 2021

VIA EMAIL

RCC Associates
Jim Moran Blvd
Deerfield Beach, Florida

RE: The Cove Restaurant
Deerfield Beach, Florida

Dear Ron

CONSOLIDATED CONSTRUCTION AND DEVELOPMENT CORP. is pleased to submit the following quotation for the labor, material and equipment necessary to complete the Trex Wood Decking on this project:

Trex Decking	\$	139,192.00
--------------	----	------------

Our quotation is based on quantities supplied by RCC Associates

The following items are included in this proposal:

1. 4,398 Square Feet installed on existing wood joist
2. 4716 Square Feet installed on existing concrete slabs
3. Trex installed on wood joists using hidden wood fasteners
4. Teex installed on existing concrete deck to be installed on 1x4 PT furring screwed to the existing concrete deck. Trex is also installed on the furring using hidden metal fasteners
5. Trex included is "enhanced natural" grade (this is the middle grade material. The cheapest grade tends to fade and lose color so it is not recommended.)
4. Color of Trex is a standard color of which there are a least eight available.. Upgraded colors are available as a special order.
5. Labor for unloading and installation is included
6. All material is to be shipped to the site in a single shipment
7. With waste and spacing there are approximately 20,900 lineal feet of material needed for this project. Trex is 1x6 standard which is approximately 3/4" thick by 5 1/2" in width..

The following items are not included in this proposal:

1. Demolition and removal of the existing wood decking material
2. Repair or replacement of any existing or rotted wood joists
3. Repair or replacement of any damaged concrete decks under the Trex.

The Cove Restaurant Trex Decking

-2-

June 23, 2021

The following are to be provided by others:

1. Temporary power, water and sanitary facilities
2. Rubbish containers
3. Site storage area that is secure for the material

Please call if you have any questions regarding this information.

Very truly yours,

Consolidated Construction & Development Corporation

Henry R. Kesner
President



Paintastic Painting, Inc.
 2620 NE 11 Terrace
 Pompano Beach, FL 33064
 Office: (954) 941-2148
 Fax: (954) 941-1668
 Email: Info@paintasticpaint.com

Estimate

Number: E1226

Date: 6/23/2021

Estimate:

Ron Hollander
 RCC Associates
 255 Jim Moran Blvd.
 Deerfield Beach, FL, 33442

Location:

The Cove and Tiki Bar
 1754 SE 3rd Ct.
 Deerfield Beach, FL, 33441

PO Number	Terms	Project
		The Cove- Deerfield Beach

Date	Description	Amount
6/23/2021	This Estimate is for The Cove Restaurant located in Deerfield Beach, FL. ***Plans dated 6/1/2021. ***Budgetary- no finish specs- no ID's.	
	Scope of Work:	
	INTERIOR: Prime and paint interior open wood ceiling with duct, wood beams, wood columns, sheetrock ceilings, sheetrock walls, wood wainscot, doors and frames.	\$37,982.00
	EXTERIOR: Prime and paint exterior stucco walls, shiplap boards, wood outriggers, doors and frames. Apply faux wood grain finish to (6) round concrete columns to give wood look per note 14.	\$16,549.00
	NOTE: All surfaces should be ready to receive specified finishes. Caulking of door frames only.	
	NOTE: Pricing includes all previously stained wood to receive an additional prime coat as required. Nail holes and seams to be completed by others.	
	EXCLUDES: New Bars 8 & 10, Bahama Shutters, Canopy Structure/Columns, Guardrail, Handrail system, Stairs, Dock/Piers, Parking lot, walkways/floors, roof, planters, metal guard system, signage, tiki roof/beams, patch or repairs, removal of existing.	
	Includes all labor and materials to complete the scope of work.	

SubTotal	\$54,531.00
Total	\$54,531.00



R. D. SOUZA, INC.
STUCCO, EIFS AND FINE WALL FINISHES
4375 NW 128th St
Opa-Locka, FL 33054
T:(305)688-2455

PROPOSAL

DATE	PROPOSAL #
6/28/2021	9103

NAME / ADDRESS	PROJECT
RCC ASSOCIATES, INC. 255 Jim Moran Blvd. Deerfield Beach, FL 33442	The Cove Restaurant 1754 SE 3rd Court Deerfield Beach, FL 33441

DESCRIPTION	TOTAL
1) 942 SF - 5/8" Stucco Over CMU On Exterior Elevation Walls	4,945.50
2) 335 SF - Metal Lath & Stucco On Tiki Bar Tower	3,752.00
3) Rentals of Machinery and Scaffoldings.	1,596.25
TOTAL \$10,293.75	

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

This estimate is valid for 30 days. Thereafter it is subject to change.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This must be signed and faxed back in order to start the job.

Signature _____

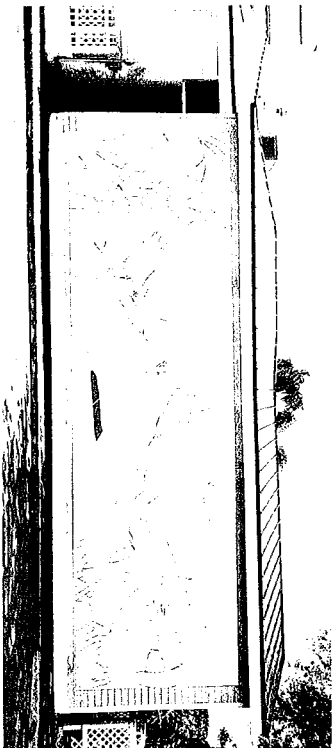
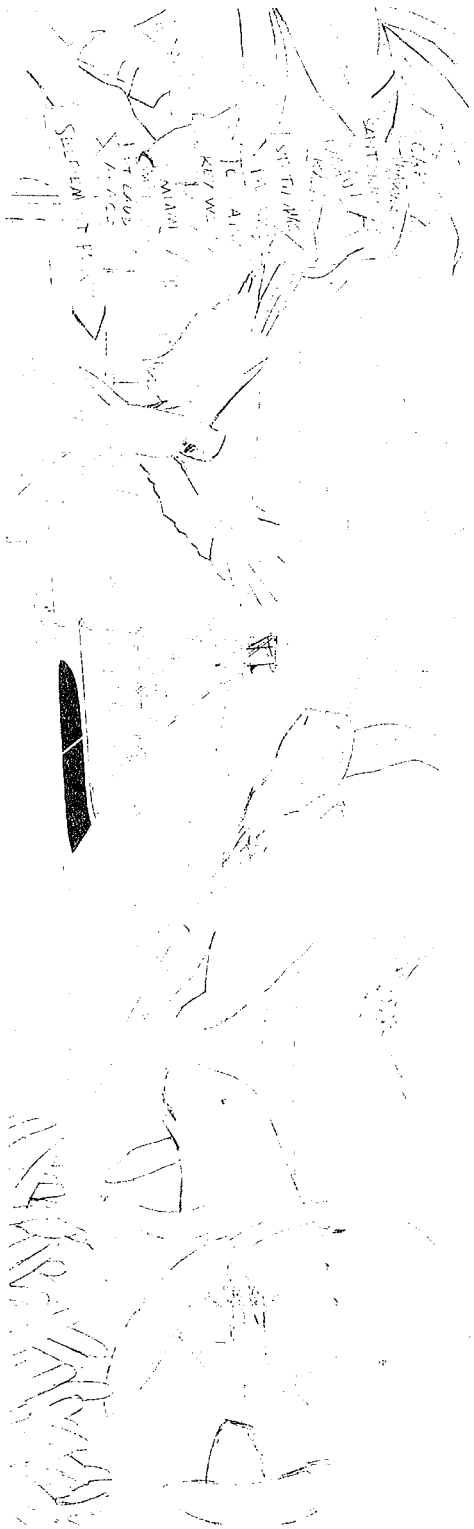


THE COVE

RESTAURANT & TIKI BAR

THE COVE

MURAL COSTS & PRICING



These images are merely for preliminary concept purposes only. The idea is to create a Key West-themed mural with a collage-like atmosphere which would allow us freedom during the conceptual process to add or remove elements of interest within the piece. The initial thought is to include a variety of representational species as well as tropical subjects and elements that speak to the coastal South Florida customer base. The subjects and elements currently included are completely flexible and open for input. As an added feature there is somewhat of a "selfie station" where customers can stand in front of the parrot to give them the appearance of having parrot wings for fun photo ops.

PRODUCT		COST	
MURAL PAINTING (32" X 8" rough sizing estimate)			\$14,500.00
MATERIALS, SUPPLIES & EQUIPMENT (includes sealant)			\$1,500.00
CONCEPT ILLUSTRATIONS AND IMAGE STAGING PROCESS			\$750.00
TOTAL			\$16,750

* Thank you for valuing us as your creative resource! Mural pricing based upon artists experience with such projects. Mural cost is based upon a combination of size and detail and includes any hired labor assistance that may be required. Materials and equipment cost is all inclusive to any supplies needed for the entirety of the project, including but not limited to paint, brushes and sealant, and will not change for more or less if sizing changes unless a sizing change is extreme or drastic. All images used in this project are copyright Connected By Water, LLC and Dennis Friel unless otherwise noted. This granted license and agreement of terms may not be transferred to a third party. Any items using the designs created in this agreement must be produced, printed or embroidered using Connected By Water, LLC's production services only. The terms of this agreement do not grant these artworks and designs to be deliverable to any third-party printing vendors. Your payment is agreement to these terms. All Rights Reserved.



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& NOT ONLY AN ART STUDIO
WE ARE AN END-TO-END
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COMPANY
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FOR LIFE ON THE WATER
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APPAREL, PRODUCTS &
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-D.FRIEL

DFRIEL

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3169 E. Atlantic Blvd.
Pompano Beach, FL 33062
(754) 529-8162

www.connectedbywater.com

sales@connectedbywater.com

[@denisfrrielart](https://www.instagram.com/denisfrrielart)

[@connectedbywater](https://www.facebook.com/connectedbywater)



Quotation

Page 1 of 2
Date

6/17/2021

Quotation #

46121

Revision:

Quoted To

RCC ASSOCIATES
255 Jim Moran Blvd
Deerfield Beach FL 33442

Expires

7/17/2021

Project

COVE RESTAURANT

Sales Rep

Pete P Miller

Project Manager

Jennifer Karesh

Terms

Net 30

99	112	TO BE ADVISED	CEILING LED SURFACE MOUNTED
4	E2	TO BE ADVISED	POST MOUNTED LED NAUTICAL STYLE GANGED-NAUTICAL STYLE TO BE SELECTED
107	E3	TO BE ADVISED	POST MOUNTED LED SINGLE FIXTURE-NAUTICAL STYLE TO BE SELECTED
37	E12	TO BE ADVISED	SUSPENDED LED FIXTURE OVERSIZED TO BE SELECTED
84	FT LED AMBER	TO BE ADVISED	UNDER BAR TOP AND BAR PERIMETER.
77	FT LED LINEAR	TO BE ADVISED	LED STRIP LIGHTING UNDER INSIDE BAR COUNTER & TOE SPACE
1	OUTDOOR PE...	TO BE ADVISED	\$1500.00 ALLOWANCE OUTDOOR PENDANT CHANDELIER.
6	EXIT	DL05123	EDGE LIT EXIT SIGN
3	EXIT/COMBO	DL146915	LED EXIT AND EMERGENCY COMBINATION LIGHT
29	EM	CBR1	EMERGENCY LIGHT 2 HEAD, WITH BATTERY, WHITE HOUSING, 120-277V

Quotation

Page 2 of 2
Date

6/17/2021

Quotation #

46121

Revision:

30	7 FT FAN	DL153354	84" Xtreme H20 Smoked Iron Wet Ceiling Fan
1	10 FT FAN	DL153355	Ceiling Fan in Contemporary, Outdoor Style - 120 inches wide by 19.4 inches high
25	PLANTER LIG...	TO BE ADVISED	PLANTERS TO HAVE SERVICES STUBBED TO THEM FOR LED LIGHTING.
1	DIMMING SYS...	DL153356	DIMMING SYSTEM WITH INTEGRAL BREAKERS
2	\$	DL170034	Dual Technology Wall Switch Sensor
2	\$1G	DL126307	1 GANG SCREWLESS SWITCH PLATE, DECORATOR STYLE, WHITE
1	LCP	DL138165	LIGHTING CONTROL PANEL W/ LATCHING RELAY CARD
1	FREIGHT		Freight
1	SALES TAX	DLSALESTAX	SALES TAX
LAMPS INCLUDED			
FREIGHT INCLUDED			
SALES TAX INCLUDED			
Total			\$223,375.00

** Orders placed via credit cards will incur up to an additional 4% processing charge. All orders are subject to applicable freight charges, restocking fees and cancellation charges. Sales tax will be invoiced based on the ship-to location, unless a tax exempt form is provided. All orders require a purchase order, approved credit or advance payment, and a project information sheet. Customer is responsible for counts, lamp color, voltage, fixture colors, and pole color. Unit pricing based on entire bill of material and unit pricing cannot be used unless entire bill of material is purchased. Quotation is valid for 30 days. Quotes and resulting Orders are subject to the latest CBMC, Inc. Terms and Conditions as stated on www.cbmcinc.com. Buyer acknowledges that it has read and agrees to those Terms and Conditions and agrees that without exception, those Terms and Conditions apply to any Order placed as a result of or tracing to any CBMC Quotation. **



PROFESSIONAL SERVICE AGREEMENT

Date: June 16, 2021
Client's Name: Two Georges – The Cove (c/o RWB-Linares Architecture, Inc)
Address: 1754 SE 3rd Court, Deerfield Beach, Fl 33441
Project Description: Proposed landscape and irrigation plans for proposed site improvements

THE CLIENT HEREBY REQUESTS THE PERFORMANCE OF THE FOLLOWING SERVICES: Scope of work is to provide a landscape and irrigation plans for proposed site located at 1754 SE 3rd Court, Deerfield Beach, Fl 33441. The purpose of the drawings are for construction purposes, and shall be construction documents. The drawing will be based on original design documents presented by owner. Owner will provide an Autocad based site plan survey to the Landscape Architect. Civil, survey, electrical engineering, and structural engineering if required, by others. One revision included in Fees.

FEE BASIS:

- ☒ Existing Conditions and new Landscape Plan: **\$ 1250.00**
(Plan shall be construction document, existing conditions plan, Tree demolition/relocation plan if applicable, proposed landscape plan, plant quantities, species, specifications, and planting construction details construction notes, planters interior, existing tree, site visit)

- ☒ Irrigation Plan for NEW EXTERIOR Areas and Drip Interior Planters: **\$ 950.00**
(irrigation head layouts, lateral pipe design/layout, lateral pipe sizing, zoning, mainline sizing, location of water source, irrigation zone valve locations, meter sizing and location, irrigation controller specifications and location, Plan shall be construction document)

- ☒ Meetings/coordination with consultants and the owner: **Included**

OPTIONAL SERVICES

- ☒ Additional services: Upon Owners acceptance, hourly at **\$ 175 per hour for firm Principal**
☒ Additional services: Construction administration will be billed hourly at a rate of **\$ 175 per hour** Upon Owners acceptance
☒ Other: Plus Direct Expenses x 1.15

SERVICE CHARGE

On all amounts not paid within 30 days from date of invoice, a service charge will be made of 1 1/2% per month (18% per annum) for up to One Thousand Dollars due, and 1% per month (12% per annum) for amounts due of over One Thousand Dollars.

VENUE & COST OF LITIGATION

On all amounts not paid within 30 days from date of invoice, the client will also be responsible for all collection costs, including all attorney's fees. In the event of a fee dispute, venue of any litigation to resolve that dispute shall be in Broward County, Florida. Additionally, reasonable attorney's fees and costs shall be assessed for the prevailing party against the losing party in any litigation pertaining to collection fees or costs accrued, as a result of the representation.

LIABILITY LIMITATION

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of the Design Professional's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Client will please sign, date, and return with retainer (as applicable). Work will commence soon after the signed Agreement is received.

FOR: TONNING AND ASSOCIATES, INC.
We agree to perform the work described above.

By: Wayne K. Tinning, RLA

Date: June 16, 2021

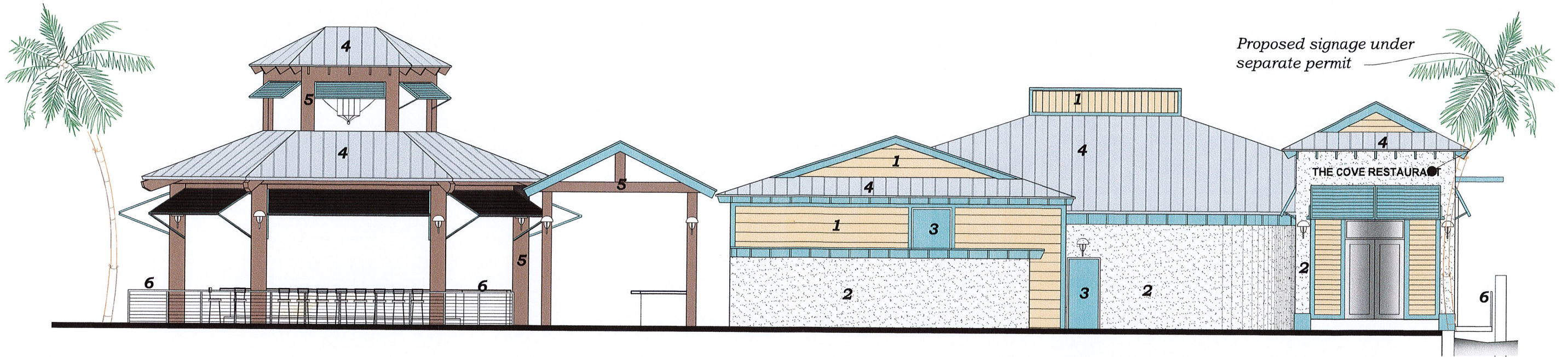
FOR: THE CLIENT

The work described is authorized and the above terms and conditions are accepted.

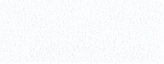
By: _____

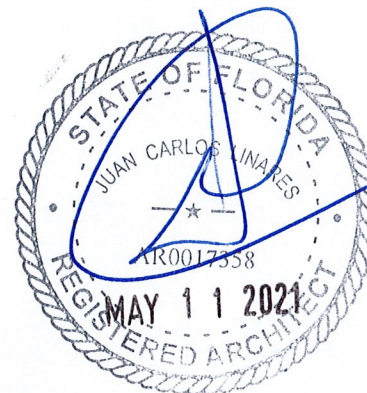
Title: _____

Date: _____



COLOR PALETTE TYPICAL ALL ELEVATIONS

- ①  BENJAMINE MOORE
Hawthorne Yellow - Shiplap siding
- ②  BENJAMINE MOORE
Chantilly Lace - sand texture.
- ③  BENJAMINE MOORE
Surf City - Trim, doors, shutters, canopy fascia.
- ④  METAL ROOF
Galvalume Standing seam metal roof-Existing & new roof areas
- ⑤  WOOD LOOK
Color to match existing interior
wood post and beams - Tiki Bar and adjacent structure.
- ⑥  GAURD RAILS AND METAL
Stainless steel-Nautical theme



**DEVELOPMENT PERMIT APPLICATION
PROPOSED EXTERIOR COLORS
THE COVE RESTAURANT AND BAR
DEERFIELD BEACH FLORIDA
1754 S.E.3rd Court, FL 33441**

D.P APP MAY 10 2021

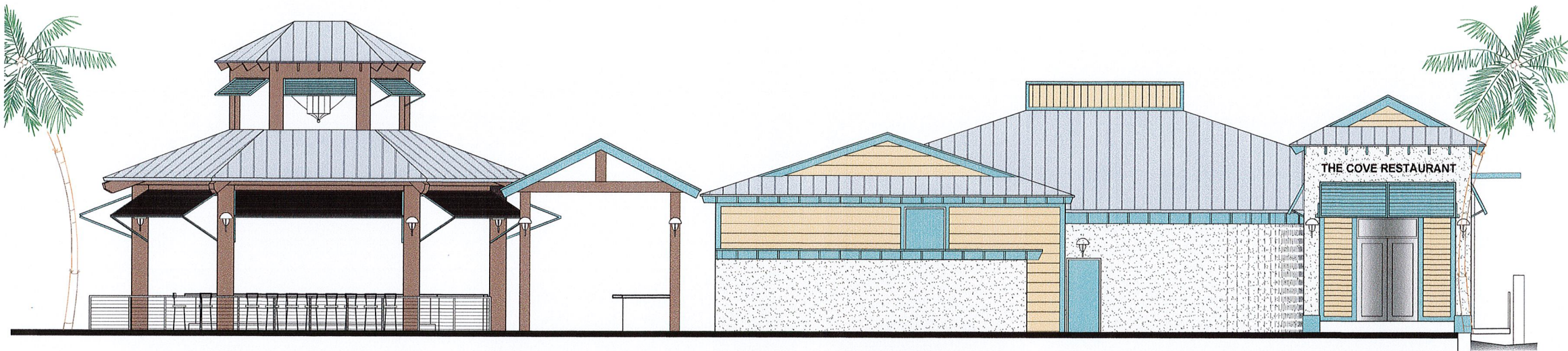
RWB
Linares
ARCHITECTURE

1600 SOUTH DIXIE HWY., SUITE 400
BOCA RATON, FLORIDA 33432
PHONE 561-391-0081 FAX 561-391-0085
EMAIL mail@rwb-arch.com

THE COVE RESTAURANT AND BAR

DEERFIELD BEACH, 1754 S.E 3rd Court 33441 Florida.

DEVELOPMENT PERMIT APPLICATION



ZONING:
EXISTING-Commercial.

OCCUPANCY TYPE:
A2 Restaurant.

CONSTRUCTION TYPE:
EXISTING TYPE IV HEAVY TIMBER.
EXISTING SPRINKLERED.

LOT COVERAGE:
AREA OF BUILDINGS:
AREA PERMITTED - 80,000sqft
EXISTING-AREA OF RESTAURANT 8568sqft
EXISTING-AREA OF COVERED OUTDOOR SEATING 2500sqft
AREA OF NEW ENTRANCE STRUCTURES 1050sqft
NEW-AREA OF OUTDOOR TIKI BAR 1200sqft
TOTAL 13318sqft

MAXIMUM HEIGHT ALLOWED: 4 STORY (FBC 2020 7TH EDITION)
MAXIMUM BUILDING HEIGHT IN FEET 72feet.

EXISTING HEIGHT: 1 STORY 24feet TOP OF ROOF.

FLOOR AREA RATIO
-AREA OF EXISTING SITE WITHIN PROPERTY BOUNDARY 43013sqft
-AREA OF EXISTING BUILDING FOOTPRINT 13318sqft
-EXISTING RATIO 13318/43013=31%

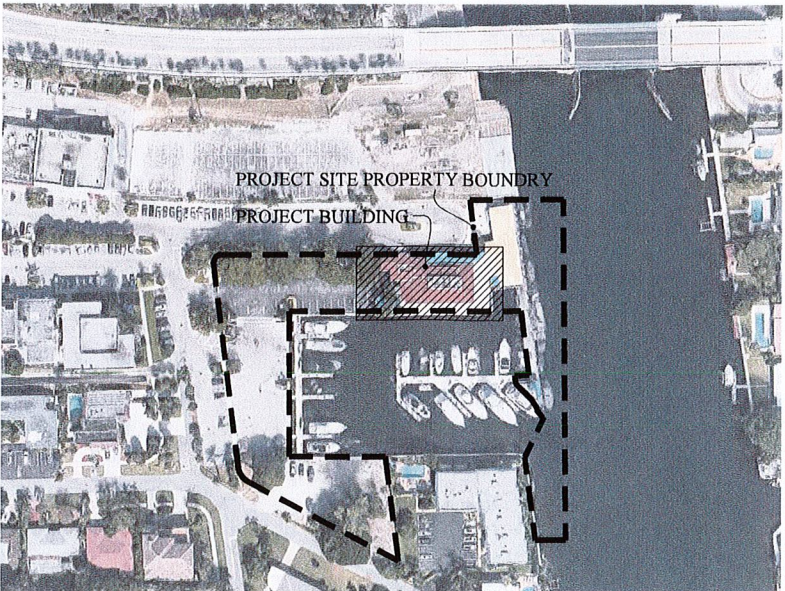
COVERAGE BREAKDOWN:
PERVIOUS
-EXISTING LANDSCAPING - 21124sqft
TOTAL 21124sqft

IMPERVIOUS
-EXISTING BUILDING FOOTPRINT 13318sqft
-EXISTING SIDEWALKS-ASPHALT - 30184sqft
TOTAL 43502sqft

EXISTING RATIO 21124 / 43502 = 49%

PARKING:
SEAT COUNT = 427 INCLUDING TIKI BAR.
427 (1 PER 3) = 142 SPACES REQUIRED
-EXISTING = 110 SPACES PLUS OVER FLOW PARKING
-EXISTING ADA = 6 SPACES

FLOOD ZONE
ZONE AE
BASE ELEVATION NAVD EL. 6.0



PROJECT LOCATION MAP

RwB
Linares

ARCHITECTURE
JUAN C. LINARES
AA26000640

1600 SOUTH DIXIE HWY., SUITE 400
BOCA RATON, FLORIDA 33432
PHONE 561-391-0051 FAX 561-391-0055
EMAIL mail@rwv-arch.com

DRAWING LIST

- A0.00 COVER
- A1.01 SITE PLAN
- A2.01 FLOOR PLAN
- A2.03 ROOF PLAN
- A4.01 ELEVATIONS
- A5.01 BUILDING SECTION



REVISIONS	
1	ISSUED FOR DEVELOPMENT PERMIT APPLICATION 05-10-2021
2	
3	
4	
5	
6	
7	
8	
9	

THE COVE RESTAURANT AND BAR
DEERFIELD BEACH FLORIDA
1754 S.E.3rd Court, FL 33441

1600 SOUTH DIXIE HWY., SUITE 400
BOCA RATON, FLORIDA 33432
PHONE 561-391-0051 FAX 561-391-0055
EMAIL mail@rwv-arch.com

RwB
Linares
ARCHITECTURE

PROJECT # 17-024
DATE 7-19-17
SHEET #

A0.00

JUAN C. LINARES

AA26000640

REVISIONS

1.	
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ALL IDEAS, DESIGN, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND RESERVED BY THE ARCHITECT AND VENDOR. ANY REVISIONS, ADDITIONS, OR DELETIONS TO ANY PART OF THIS DRAWING SHALL BE MADE BY OR FOR THE ARCHITECT AND VENDOR. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT AND VENDOR.

THE COVE RESTAURANT AND BAR

DEERFIELD BEACH FLORIDA

1754 S.E.3rd Court, FL 33441

1600 SOUTH DIXIE HWY, SUITE 400
BOCA RATON, FLORIDA 33432
PHONE 561-391-0081
FAX 561-391-0085
EMAIL mail@rwb-arch.com

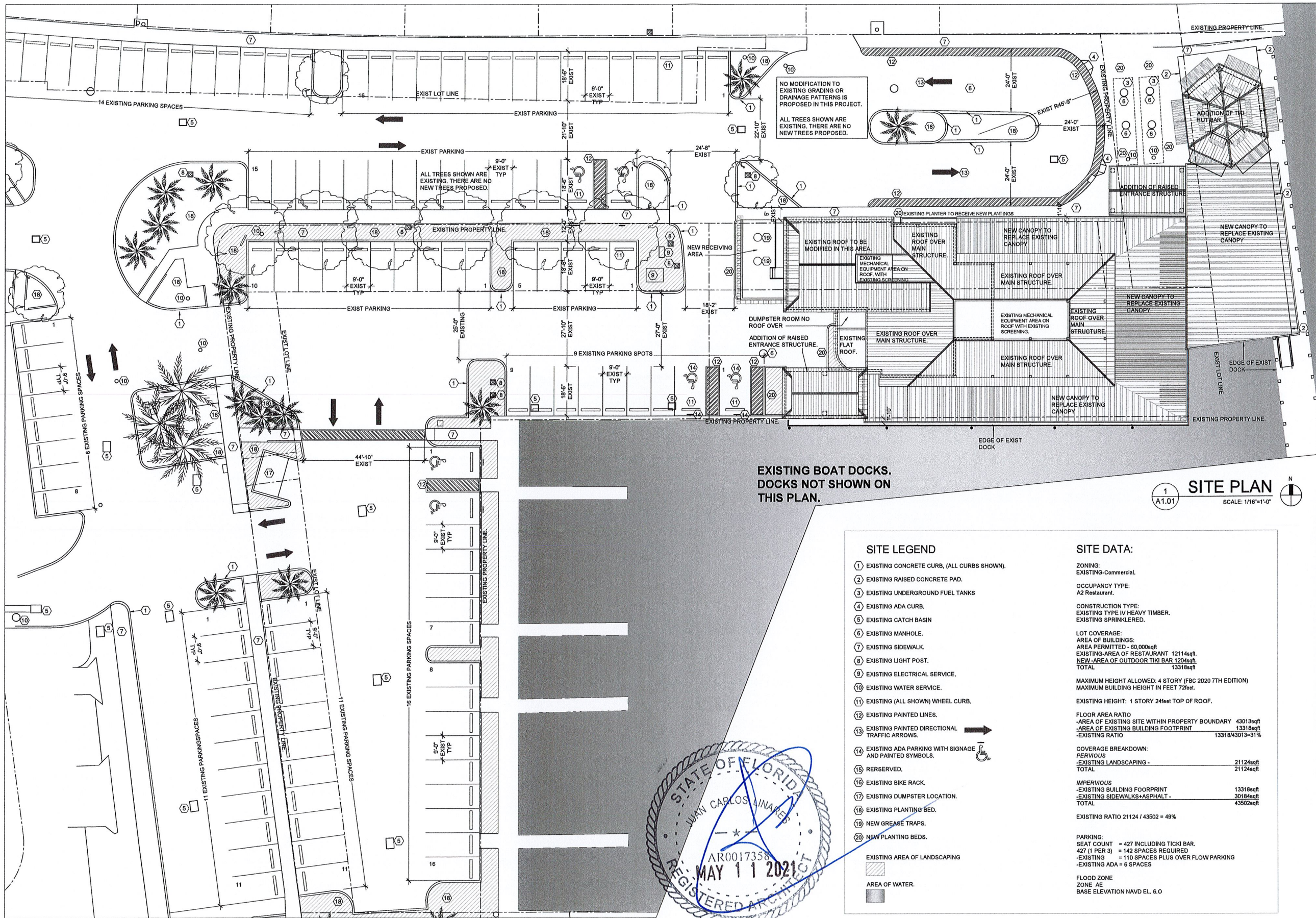
RWB
Linare
ARCHITECTURE

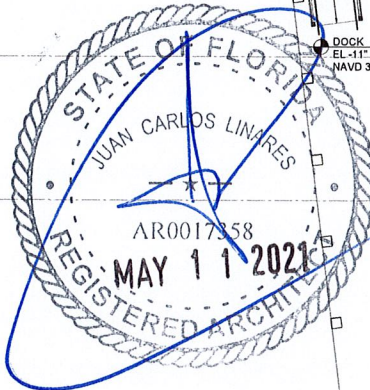
PROJECT # 17-024
DATE 7-19-17
SHEET #

A1.01

JUAN C. LINARES

AA26000640

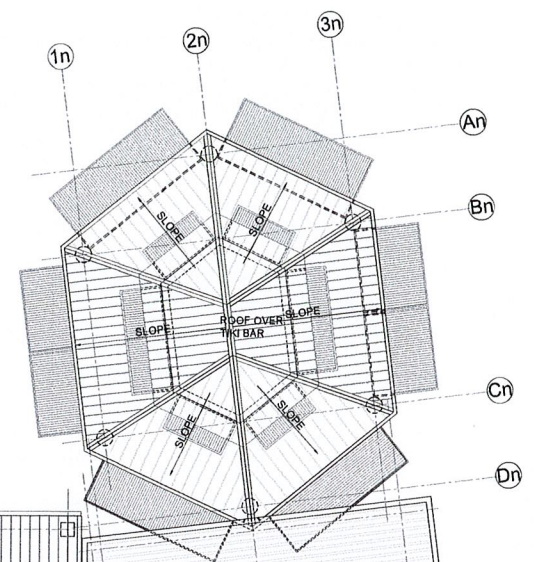





THE COVE RESTAURANT AND BAR
DEERFIELD BEACH FLORIDA
1754 S.E. 3rd Court, FL 33441



RWB
L i n a r e s
ARCHITECTURE
 SUBJECT * 17-024
 E 7-19-17
 ET *
A2.02
 JUAN C. LINARES



THE COVE RESTAURANT AND BAR
DEERFIELD BEACH FLORIDA
1754 S.E. 3rd Court, FL 33441

1600 SOUTH DIXIE HWY., SUITE 400
BOCA RATON, FLORIDA 33432
PHONE 561-391-0051 FAX 561-391-0055
EMAIL mail@rbw-arch.com

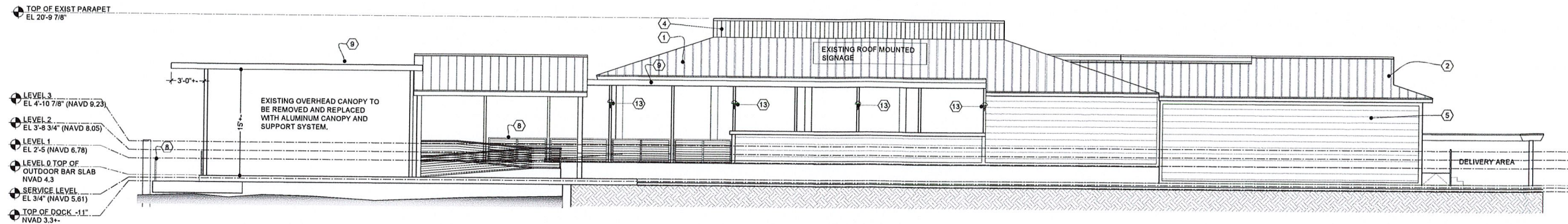
RWB
L i n a r e s
ARCHITECTURE

<u>PROJECT #</u>	17-024
<u>DATE</u>	7-19-17
<u>SHEET #</u>	

A2.03

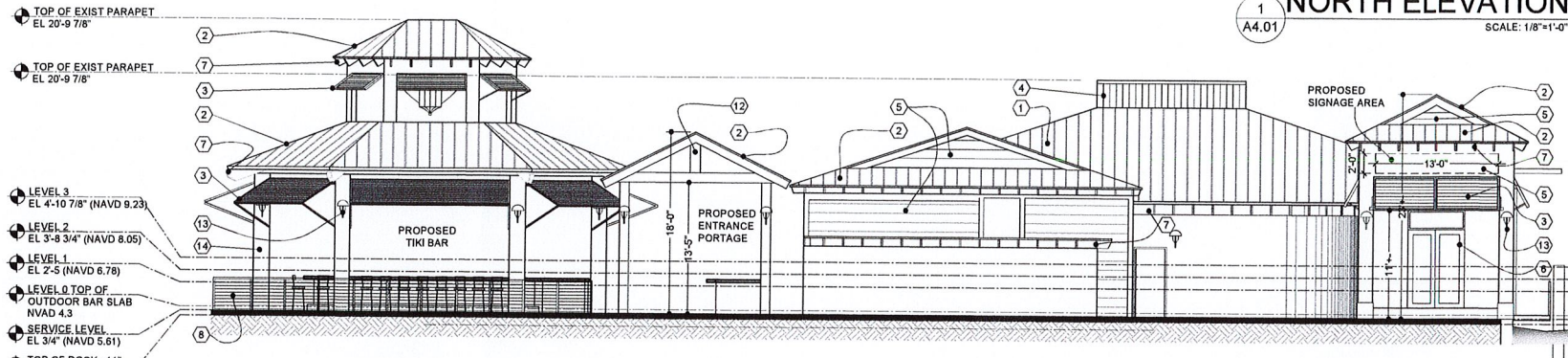
JUAN C. LINARES

AA26000640



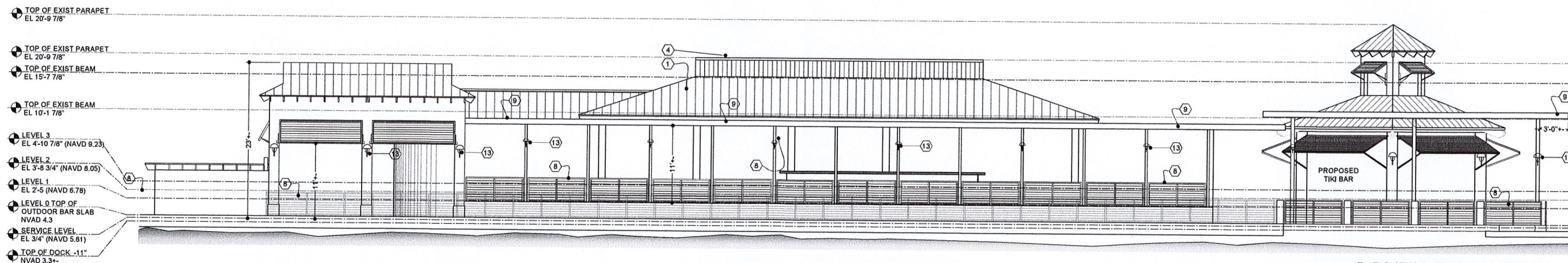
ELEVATION LEGEND

- 1 EXISTING PREFINISHED METAL ROOF COLOR AS IT EXISTS.
- 2 NEW PREFINISHED METAL ROOF COLOR AND MATERIAL TO MATCH EXISTING.
- 3 NEW BAHAMAN STYLE SHUTTERS.
- 4 EXISTING SHIP LAPPED SIDING TO REMAIN AS IS.
- 5 NEW SHIP LAP SIDING AND TRIM TO MATCH EXISTING.
- 6 NEW FULL LIGHT ENTRANCE DOORS IN ANODIZED ALUMINUM FRAME.
- 7 NEW WOOD OUTRIGGER DETAIL.
- 8 NEW NAUTICAL THEME STAINLESS STEEL METAL GUARD SYSTEM.
- 9 NEW PREMANUFACTURED ALUMINUM CANOPY SYSTEM COLORS ARE ANODIZED.
- 10 NEW CANOPY SUPPORT POSTS MATERIAL AND FINISH TO MATCH CANOPY SYSTEM.
- 11 NEW TIKI STYLE BAR.
- 12 NEW ENTRANCE PORTAGE INTEGRAL WITH A POST AND BEAM STRUCTURE. WOOD STRUCTURE TO MATCH EXISTING WOOD STRUCTURE IN EXISTING BUILDING.
- 13 NEW EXTERIOR WALL/POST LIGHT SCONCES-NAUTICAL THEME AND COLOR.
- 14 NEW WOOD LOOK COLUMNS.

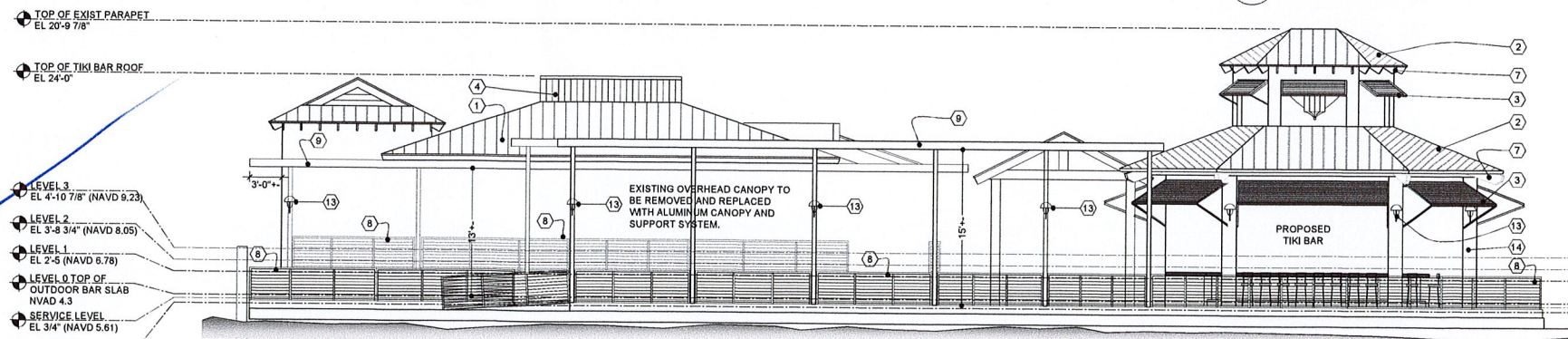


1 NORTH ELEVATION
SCALE: 1/8"=1'-0"

2 WEST ELEVATION
SCALE: 1/8"=1'-0"



3 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



3 EAST ELEVATION
SCALE: 1/8"=1'-0"



REVISIONS	
1	ISSUED FOR DEVELOPMENT PERMIT APPLICATION 03-10-2021
2	
3	
4	
5	
6	
7	
8	
9	

THE COVE RESTAURANT AND BAR
DEERFIELD BEACH FLORIDA
1754 S.E. 3rd Court, FL 33441

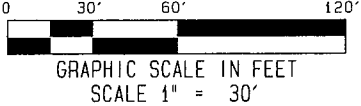
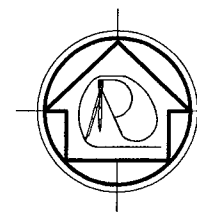
1600 SOUTH DIXIE HWY., SUITE 400
BOCA RATON, FLORIDA 33432
PHONE 561-381-0031 FAX 561-381-0035
EMAIL mail@rwbarch.com

RWB
Linares
ARCHITECTURE

PROJECT * 17-024
DATE 7-19-17
SHEET *

A4.01
JUAN C. LINARES

AA26000640



LEGEND

- A/C - AIR CONDITIONER ON SLAB
- A - CURVE ARC LENGTH
- B - CURVE CENTRAL ANGLE
- R - CURVE RADIUS
- BFP - BACKFLOW PREVENTER
- CB - CATCH BASIN
- CLP - CONCRETE LIGHT POLE
- CP - CONCRETE POWER POLE
- DDCV - DOUBLE DETECTOR CHECK VALVE
- DE - DRAINAGE EASEMENT
- EL - ELECTRIC HAND HOLE
- FDC - FIRE DEVI CONNECTION
- FH - FIRE HYDRANT
- LP - LIGHT POLE
- MH - MANHOLE
- UR - UTILITY RISER
- WM - WATER METER
- WV - WATER VALVE

PARCELS

484305080010
484305080020
484305080021

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
3. ELEVATIONS SHOWN HEREON ARE IN FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, NAVD 88, AND ARE RELATIVE TO NGS BENCHMARK 872 2832 H, WHOSE PUBLISHED ELEVATION IS 4.10 FEET.
4. FLOOD ZONE AE, BASE FLOOD ELEVATION 5 FEET, MAP 121C0167 H, EFFECTIVE AUGUST 18, 2014.

CERTIFICATION

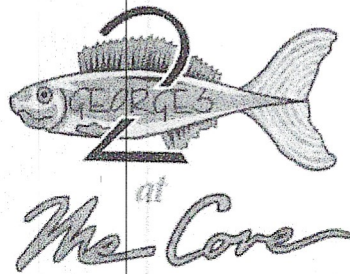
I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, 050-052, FLORIDA ADMINISTRATIVE CODE. THERE ARE NO VISIBLE ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

07/11/11		RHS		8/20		BOUNDARY SURVEY	
REVISIONS							
BOUNDARY SURVEY THE COVE							
						RICHARD H. SMITH, INC. SURVEYING AND MAPPING FLORIDA LICENSE NUMBER LB 7667 rsmithsurvey@aol.com 4902 FOREST DALE DRIVE LAKE WORTH, FL 33449 (561) 536-8191	
7/1108ND1						PROJECT NUMBER	
7110						SHEET	
1 OF 1							

C-1 R=25.00' A=55°00'00" A=24.00'
C-2 R=10.00' A=97°08'35" A=16.95'



July 12, 2021

Re: Two Georges at The Cove / CRA Funding

To Whom it May Concern:

I, Steve Scaggs, give authorization to LMR Cove LLC to apply for the Deerfield Beach Community Redevelopment Agency Commercial Fascade Loan Grant Program, to receive all grant funding, to be the responsible party for the deferred payment note, any liens, restrictions required by the City of Deerfield Beach Community Redevelopment Agency Fascade Program. Additionally authorizing LMR Cove LLC to authorize signage on all agreements and contracts related to Deerfield Beach Community Redevelopment Agency Fascade Program.

Steve Scaggs

Ilias Moshakos

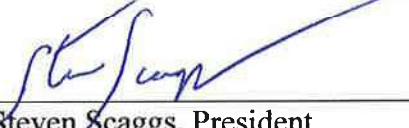
DB/...

The parties have set their hands and seals the day and year first above written.

SELLER:

CSHJ, INC., a Florida corporation

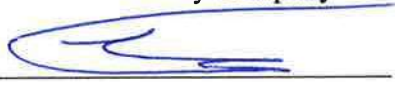
By:


Steven Scaggs, President

BUYER:

LMRCOVE, LLC, a
Florida limited liability company

By:


Ilias L. Moshakos, Manager

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is entered into as of December 16, 2020 (the "Effective Date"), between, **CSHJ PROPERTIES, LLC**, a Florida limited liability company together with **CSHJ LOTS, LLC**, a Florida limited liability company (collectively "Landlord") and **LMRCOVE, LLC**, a Florida limited liability company ("Tenant").

1.

BASIC TERMS

1.1. In all instances, the basic terms set forth in this Section 1.1 are subject to the main body of the Lease.

Initial Monthly Payment:	Base Rent: (ARTICLE 4; AND SEE BASE RENT SCHEDULE BELOW)	\$30,000.00
	Total:	\$30,000.00* *plus applicable sales tax

BASE RENT SCHEDULE FOLLOWS:

	Lease Year	Per Annum	Per Month
Primary Term:			
	1	\$360,000.00	\$30,000.00
	2	\$360,000.00	\$30,000.00
	3	\$360,000.00	\$30,000.00
	4	\$360,000.00	\$30,000.00
	5	\$360,000.00	\$30,000.00
	6	\$396,000.00	\$33,000.00
	7	\$396,000.00	\$33,000.00
	8	\$396,000.00	\$33,000.00
	9	\$396,000.00	\$33,000.00
	10	\$396,000.00	\$33,000.00

First Extended Term:

11	\$435,600.00	\$36,300.00
12	\$435,600.00	\$36,300.00
13	\$435,600.00	\$36,300.00
14	\$435,600.00	\$36,300.00

Second Extended Term:	15	\$435,600.00	\$36,300.00
	16	\$479,160.00	\$39,930.00
	17	\$479,160.00	\$39,930.00
	18	\$479,160.00	\$39,930.00
	19	\$479,160.00	\$39,930.00
	20	\$479,160.00	\$39,930.00
Third Extended Term:			
	21	\$527,076.00	\$43,923.00
	22	\$527,076.00	\$43,923.00
	23	\$527,076.00	\$43,923.00
	24	\$527,076.00	\$43,923.00
	25	\$527,076.00	\$43,923.00
Fourth Extended Term:			
	26	\$579,783.60	\$48,315.30
	27	\$579,783.60	\$48,315.30
	28	\$579,783.60	\$48,315.30
	29	\$579,783.60	\$48,315.30
	30	\$579,783.60	\$48,315.30
Fifth Extended Term:			
	31	\$637,761.96	\$53,146.83
	32	\$637,761.96	\$53,146.83
	33	\$637,761.96	\$53,146.83
	34	\$637,761.96	\$53,146.83
	35	\$637,761.96	\$53,146.83
Sixth Extended Term:			
	36	\$701,538.12	\$58,461.51
	37	\$701,538.12	\$58,461.51
	38	\$701,538.12	\$58,461.51

Security Deposit: \$0.00

Landlord's Notice Address: CSHJ Properties, LLC
CSHJ LOTS, LLC
728 Casa Loma Blvd.
Boynton Beach FL 33435
Attn: Steven M. Scaggs

with copy to:

Gary S. Hurvitz, Esq.
MEYERS HURVITZ ABRAHAMSON LLC
3206 Tower Oaks Blvd – 4th Flr
Rockville, MD 20852

Rent Payment Address: CSHJ Properties, LLC
CSHJ LOTS, LLC
728 Casa Loma Blvd.
Boynton Beach FL 33435
Attn: Steven M. Scaggs

Tenant's Mailing Address: LMRCOVE LLC
6510 Chapel Hill Rd.
Raleigh, NC 27607
Attn: Chris Moutos

with a copy to:
Joseph M. Balocco, Jr., Esq.
Balocco & Abril, PLLC
4332 E. Tradewinds Avenue
Lauderdale By-The-Sea, FL 33308

Premises ("Premises"): The Property identified under Broward County Parcel Identification No.'s 484305080020, 484305080010, 484305080021, 484305AT0200 and 484305AT0010 and as shown on the attached survey Exhibit A

Premises Address:	1754 SE 3 rd Court, Deerfield Beach, FL 33441
Rent Commencement Date ("Rent Commencement Date"):	The Rent Commencement Date shall be the 28th day of December 2020.
Term:	Ten (10) Lease Years, commencing on the Rent Commencement Date and ending on the Expiration Date (as defined in Article 3) (the "Primary Term"), unless extended or sooner terminated in accordance with the terms and provisions of this Lease.
	Number of successive five (5) year Extended Terms (as defined in Article 3): Six (6).
Permitted Use ("Permitted Use"):	Restaurant serving seafood and other fare, including, at Tenant's option, a full-service bar and/or lounge and/or the sale of alcoholic beverages, together with an adjacent fuel dock with marina and retail services, including transient dockage.

2.

LEASE OF PREMISES

2.1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms and condition of this Lease, the Premises, located in the County of Broward, State of Florida, situated on the real property owned or controlled by Landlord, which real property is legally described on **Exhibit A-1** attached hereto and incorporated herein by reference and depicted on **Exhibit A**, together with all appurtenant rights and easements. Landlord represents that the legal description attached as **Exhibit A-1** substantially describes the Premises as depicted on **Exhibit A**. The current site plan for the Premises is shown on **Exhibit A** attached hereto (the "Site Plan"). The Site Plan is used for the purpose of identifying the approximate location and size of the Premises. The parties stipulate and agree that the conditioned under roof square feet of the Premises are approximately 8,750 square feet, the square footage of the covered unconditioned Premises are approximately 2,705 square feet, the square footage of the dock house Premises is 800 square feet, and the vacant parcel is approximately 14,767 square feet for all purposes under this Lease.

3.

TERM

3.1. Tenant shall lease the Premises for the Primary Term and, if Tenant timely and properly exercises one or more Extension Options, for one or more Extended Terms.

3.2. Provided Tenant is not in default under this Lease beyond any applicable cure or grace period as of the date of exercise of an Extension Option, Tenant shall have six (6) options (collectively, the "Extension Options," and each, an "Extension Option") to extend the Term of this Lease for a period of five (5) years each (each of which periods is referred to herein as an "Extended Term"). The exercise of an Extension Option shall operate to extend this Lease upon the same terms and conditions. Tenant shall be deemed to have exercised an Extension Option by failing to send written notice of Tenant's election to end the Lease upon the expiration of the Primary Term or the then current Extended Term, as applicable, to Landlord not later than the date that is one hundred twenty (120) days before the Expiration Date of the Primary Term or the then current Extended Term, as applicable. The Primary Term together with the Extended Terms, if properly exercised, are collectively referred to herein as the "Term".

3.3. When the Rent Commencement Date is determined, upon the written request of either party, Landlord and Tenant shall enter into a supplement to this Lease, which shall specify the Expiration Date for the Primary Term and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto as **Exhibit E**, but the failure to do so will not affect the determination of such dates.

3.4. "Expiration Date" shall mean 11:59 p.m. on the date that is the last day of the tenth (10th) Lease Year for the Primary Term; the date that is five (5) years after the Expiration Date of the Primary Term for the first Extended Term, if applicable; the date that is five (5) years after the Expiration Date of any Extended Term, if applicable.

3.5. "Lease Year" shall mean a twelve (12) month period. Each Lease Year shall commence on the Rent Commencement Date or the anniversary thereof and end twelve (12) months later; provided, however, that if the Rent Commencement Date is a day other than the first day of a calendar month, then (a) the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month and the following twelve (12) calendar months; and (b) each subsequent Lease Year shall commence on the first day of the month following the month in which the Rent Commencement Date occurred.

4.

BASE RENT

4.1. Tenant agrees, except as otherwise provided in this Lease, to pay monthly Base Rent, in advance, at Landlord's address on or before the first (1st) day of each calendar month during the Term of this Lease. Tenant's obligation to pay Base Rent shall commence on the Rent Commencement Date. If the Rent Commencement Date is not the first day of a calendar month, the first month's Base Rent shall be prorated on the basis of a thirty (30) day month, and shall be payable with the first full monthly Base Rent due hereunder. Landlord's address for purposes of payment of Rent shall be as set forth in Section 1.1 above, or as from time to time designated in writing to Tenant. For

the purposes of this Lease, Base Rent together with any other sums and charges which are to be paid by Tenant in connection with or pursuant to the provisions of this Lease ("Additional Rent"; and together with Base Rent shall collectively be referred to herein as "Rent"). Tenant shall pay to Landlord, in addition to and together with Tenant's monthly installments of Rent, applicable sales tax on the rent.

4.2. In addition to the monthly Base Rent set forth in Section 1.1 hereof, Tenant shall pay to Landlord, as Additional Rent and within fifteen (15) days after the end of each month during the Lease Term, an additional lump sum payment equal to the increment, if any, between the monthly Base Rent payable hereunder for the first month of the Lease and seven (7%) percent of Tenant's Net Sales (as hereinafter defined) for the applicable month, plus applicable sales tax ("Percentage Rent"). If the total of Tenant's monthly Base Rent utilizing the Base Rent figure for the first month of the Lease, exceeds seven (7%) percent of Tenant's Net Sales for the same period, then Tenant shall not pay any Percentage Rent for said month (nor, however, shall Landlord be required to repay any Base Minimum Rent to Tenant). Tenant shall provide Landlord (within fifteen (15) days after the end of each month) a written financial statement from Tenant stating the Tenant's Net Sales for the preceding 12 months and shall make all of its books and sales records available to Landlord and Landlord's representatives for the purpose of confirming Tenant's Net Sales. "Net Sales" shall be defined as the Net Sales reported to the Internal Revenue Service On an annual basis during the Term, Tenant shall provide Landlord and Landlord's representatives with an accurate computation of Tenant's Net Sales for that quarter, which computation of Net Sales shall be provided to Landlord by Tenant and shall be certified as accurate by an officer or Comptroller of Tenant. In order to verify Tenant's Net Sales, Tenant shall, at Landlord's request, make available to Landlord, Tenant's computerized records, sales tax report and other financial information of Tenant.

5.

USE OF PREMISES

5.1. The Premises shall be used and occupied by Tenant for the Permitted Use, and for no other purpose.

5.2. Tenant shall not do or permit to be done in, on or about the Premises anything (a) which is illegal or unlawful; (b) which is of a hazardous or dangerous nature; (c) which will cause cancellation of any insurance on the Premises; or (d) which will increase the rate of any insurance on the Premises unless Tenant specifically agrees to pay any such increase on insurance.

5.3. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, nor commit any waste therein or thereon. Tenant shall keep the Premises in a clean and sanitary condition, free from vermin.

5.4. Without limiting Tenant's other obligations under this Lease: (1) Tenant shall cause extermination services (including treatment for insects, spiders, rats, mice, moles and other rodents, as applicable) to be provided to the Premises by a reputable exterminator on a monthly basis throughout the Term, or other time frame as may be deemed reasonably necessary by Tenant in its good faith discretion. (2) Tenant shall dispose of waste grease or oil as is customary and required for the Permitted Use, provided, however, in no case shall Tenant be responsible for other tenants pouring or permitting the grease to flow into any drains or pipes.

6.

SECURITY DEPOSIT

6.1. Tenant and Landlord agree that a Security Deposit is not required.

7.

OPTION TO PURCHASE

7.1 Landlord has granted to Tenant the exclusive option to purchase the Premises under the terms and conditions hereinafter of the Purchase Option Rider attached hereto and incorporated herein by reference. Said option to purchase shall terminate upon the date that is five years from the date hereof unless otherwise extended in writing by the Parties.

8.

INTENTIONALLY OMITTED

9.

MAINTENANCE AND REPAIRS

9.1. Tenant shall, at Tenant's own expense, make all necessary repairs and replacements to the Premises, including, without limitation, all buildings and improvements thereon and all utilities servicing the Premises (*i.e.*, water, gas, electric, sewers, storm and sanitary, and other utilities, provided the repaired lines, connection and other components of the utilities are located on or under the Premises and not outside the Premises). Such repairs and replacements to the Premises and improvements thereon and utilities serving the Premises, ordinary as well as extraordinary and structural as well as non-structural, shall be promptly made and shall be made in full and strict compliance with this Lease. All repairs and replacements shall be in quality and class at least equal to the original work.

10.

INTENTIONALLY OMITTED

11.

UTILITIES

11.1. Landlord shall provide the existing facilities into the Premises necessary to enable Tenant to obtain for the Premises water, electricity, telephone and sanitary sewer service.

All utility hook ups will be available throughout the Term. Tenant shall pay for all separately metered water, gas, heat, electricity, sewer charges, telephone, and other utilities. During the Term, Tenant shall have the right to sufficient utilities and ventilation necessary to support the Permitted Use of the Premises. Tenant accepts the existing facilities in the current condition as of the Effective Date of this Lease.

11.2. If any of the services described above or elsewhere in this Lease are interrupted, due to the negligence or willful misconduct of Landlord, its employees, agents or contractors, Landlord shall use reasonable diligence to promptly restore such service. Neither the interruption or cessation of such services nor the failure of Landlord to restore the services shall render Landlord liable in any respect for damages to person or property (except if due to the negligence or willful wrongdoing of Landlord or its agents, employees or contractors), or be construed as an eviction of Tenant. Notwithstanding the foregoing, to the extent any such interruption of services is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors, then Rent shall be abated until such services are restored, and (ii) if such services are not restored within five (5) business days after the interruption or cessation of such services, then Tenant shall have the right to perform such repair work and the actual and reasonable cost to perform said work shall be reimbursed by Landlord to Tenant within thirty (30) days of presentment of invoices detailing such work. If Landlord fails to reimburse Tenant within said 30-day period, then the sum expended shall accrue interest thereon from said thirtieth day at the Interest Rate until paid.

12.

REAL ESTATE TAXES

12.1. In addition to Base Rent, Tenant agrees to pay the property taxes and assessments levied against the Premises ("Taxes") for any year during the period between the Rent Commencement Date and the expiration of the Term of this Lease (the "Payment Period"). There shall be excluded from Taxes: income, excess profits, estate, single business, inheritance, succession, transfer, franchise, excise, capital or other tax assessment upon Landlord or the rentals payable under this Lease. Upon receipt of the applicable property tax bill from the taxing authority, the Landlord shall promptly deliver same to Tenant to avoid delinquency. Tenant shall pay the property tax bill prior to such time as same may be delinquent.

13.

INSURANCE

13.1. Tenant shall at all times during the Term hereof and at its own cost and expense procure and continue in force the policies of insurance reflected on Exhibit "A", providing for not less than the coverage amounts set forth on said exhibit.

13.2. Tenant hereby waives any and all rights of recovery against Landlord and its officers, employees, agents and representatives, for any loss or damage sustained by Tenant to the extent such claims are or could be insured against under any special form property insurance coverage, or under any fire and extended casualty insurance policy maintained by Tenant under this Lease, or required to be maintained by Tenant under this Lease, regardless of whether such policy is in effect at the time of the loss, and Tenant shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by any policy; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given.

13.3. All insurance policies required to be carried hereunder shall be issued by insurance companies having a rating of at least A-VI, as set forth in the most recent issue of "Best's Insurance Guide." All policies obtained by Landlord or Tenant under the terms of this Lease shall have an effective coverage date which is the same on or prior to the Rent Commencement Date. All insurance coverages on the Premises maintained by Tenant shall be primary to the insurance maintained by Landlord on the Premises and name Landlord and its lender as an additional insured.

14.

RELEASE AND INDEMNITY

14.1. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from: (a) Tenant's use of the Premises in the conduct of its business or; (b) any negligent act or omission done, permitted or suffered by Tenant, Tenant's agent's employees, or contractors in or about the Premises; or (c) any breach or default in the performance of any obligation of Tenant under the terms of this Lease, all of which indemnities shall include court costs and reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim arising out of the willful, reckless or negligent act or omission of, or breach of any provision of this Lease by Landlord, its agents, officers, servants, employees, or contractors.

14.2. Landlord shall indemnify and hold harmless Tenant from and against any and all claims arising from: (a) any negligent act or omission done, permitted or suffered by Landlord in, on or about the Premises; or (b) any breach or default by Landlord of any of the representations, warranties or covenants set forth in this Lease or in the performance of any obligation of Landlord under this Lease; all of which indemnities shall include court costs and reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim arising out of the willful, reckless or negligent act or omission of Tenant, or breach of any provision of this Lease by Tenant, its agents, officers, servants, employees, or contractors.

15.

INSOLVENCY, ETC. OF EITHER PARTY

15.1. The filing of any petition in bankruptcy whether voluntary or involuntary, or the adjudication of Landlord or Tenant as bankrupt or insolvent, or the appointment of a receiver or trustee to take possession of all or substantially all of the Landlord's or Tenant's assets, or an assignment by Landlord or Tenant for the benefit of its creditors, or any action taken or suffered by Landlord or Tenant under any State or Federal insolvency or bankruptcy act including, without limitation, the filing of a petition for or in reorganization, or the taking or seizure under levy of execution or attachment of the Premises or any part thereof, shall not constitute a breach of this Lease by Landlord or Tenant, unless Landlord or Tenant (or any appointed trustee, custodian, receiver, etc. of such party) commits a Default as defined herein.

15.2. Neither this Lease nor any interest therein or thereunder, nor any estate thereby created in favor of Tenant, shall be an asset of Tenant in or under any bankruptcy, insolvency or reorganization proceeding, nor shall any of the same pass by operation of law under any State or Federal insolvency or bankruptcy law to any trustee, receiver or assignee for the benefit of creditors or any person.

16.

PERSONAL PROPERTY AND OTHER TAXES

16.1. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises.

17.

INTENTIONALLY OMITTED

18.

ASSIGNMENT AND SUBLETTING

18.1. Tenant shall not assign, sublet, mortgage or hypothecate, or otherwise encumber this Lease or any interest therein nor grant concessions or licenses for the occupancy of any portion of the Premises (each, a "Transfer") without prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided Tenant is not in default beyond any applicable cure or grace period under the Lease at the time of such request. The consent by Landlord to any Transfer shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future Transfer. Any consent by Landlord, as provided herein, shall serve to release the Tenant and Guarantor(s), if any, from the obligations pursuant to the Lease. In the event of Transfer, contemporaneously with the granting of Landlord's consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants,

duties and obligations of Tenant hereunder and such assignee shall be solely liable therefore from and after the effective date of the assignment. No usage of the Premises different from the Permitted Use shall be permitted, and all other Terms and provisions of the Lease shall continue to apply after any Transfer. Any sublease shall be subject and subordinate to this Lease, and the subtenant shall comply with all terms and conditions of this Lease (excepting the rental provisions contained herein).

18.2. If Tenant requests Landlord's consent to Transfer, Tenant shall give Landlord written notice which shall contain the information required for Landlord to assess the request including, without limitation: (a) the legal name of the proposed assignee or sublessee, and the name under which such assignee or sublessee proposes to conduct business at the Premises; (b) true, complete and correct copies of current financial statements of the proposed assignee or subtenant (and/or the proposed guarantor thereof, if any), certified by a CPA or financial officer and showing, among other things, a current tangible net worth amount; and (c) the names, addresses and telephone numbers of the officers, principals, members, managers, partners or directors of the assignee or subtenant in question, as applicable. Landlord shall: (x) approve in writing such sublease or assignment (subject to Subparagraph 18.1 above regarding liability under this Lease); or (y) reject such sublease or assignment (subject to Subparagraph 18.1 requirements) with a written notice setting forth the specific reasons for such rejection. If Landlord should fail to notify Tenant in writing of its decision within a 30-day period after Landlord is notified in writing of the proposed Transfer, Landlord shall be deemed to have refused to consent to the Transfer.

18.3. Notwithstanding anything to the contrary contained herein, Tenant shall have the right without Landlord's consent to assign this Lease in whole or sublet all of the Premises to make the following "Permitted Transfers": (i) any assignment or transfer of this Lease or sublet of the Premises to an entity (each, a "Permitted Transferee") (a) which is a parent or wholly owned subsidiary, (b) with which it is merged or consolidated, or (c) to an entity acquiring all or substantially all of the assets of Tenant or a majority or more of its outstanding stock; provided that the tangible net worth (as determined under generally accepted accounting principles consistently maintained but without taking into account any increases in the book value of Tenant's assets or recognition of gain or intangible assets resulting from such consolidation or acquisition) is not reduced as a result of such transaction; and (ii) transfers among family members, spouses and children, or into or out of trusts in connection with estate planning, of beneficial or equity interests in Tenant or any entity directly or indirectly owning an equity interest in Tenant by gift, bequest or inheritance. All Permitted Transfers are otherwise subject to and upon all of the terms, provisions and covenants of this Lease, Permitted Transferees must agree to continue to operate the Premises for the Permitted Use; Tenant and Guarantor are not released from any obligation under this Lease; and a fully executed copy of an assignment and assumption of the Lease is delivered to

Landlord within thirty (30) days following such assignment (with confidential provisions redacted).

18.4. For purposes of the Lease, any sale or transfer of less than 50% in aggregate of capital stock including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease.

19.

IMPROVEMENTS, ALTERATIONS AND SURRENDER

19.1. Tenant hereby approves of the improvements comprising the Premises as of the Effective Date, including the exterior trade dress of the Premises.

19.2. Tenant may not make alterations to the Demised Premises, without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary in this Lease, written consent of Landlord shall not be required and Tenant may make alterations to the interior of the Premises that comply with the following requirements: (i) non-structural in nature; (ii) does not affect the roof or exterior of the Building; (iii) does not affect the electrical, plumbing, HVAC or mechanical systems servicing the Premises; or (iv) costs less than \$250,000.00 for each such project in the aggregate (said amount to increase every five years by 3%). Tenant shall give Landlord five (5) days' advance notice before commencing any work under this Section 19.2 that does not require Landlord's consent, to permit Landlord to post notices of non-responsibility. All alterations, renovations, improvements, and other installations undertaken by Tenant, to be made in or on the Premises, including, but not limited to, electrical, plumbing and mechanical installation shall be performed by a person licensed and insured to do the work and shall comply with all applicable codes, rules, regulations and ordinances, and Tenant shall supply Landlord with copies of all permits required for such work that has been approved by Landlord in accordance with the terms of this Section 19.2. Tenant shall provide plans and specifications for any work requiring Landlord's consent under this Section 19.2, and rising to the level to require a building permit, to Landlord for its review and approval, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord agrees to approve or disapprove the performance of the alterations (which approval shall not be unreasonably withheld, conditioned or delayed), and Tenant's plans and specifications therefor, within twenty (20) days of delivery of same to Landlord, and to provide reasonable specific reasons and instructions regarding any disapproved matters. In the event that Landlord does not approve or disapprove the plans as submitted by Tenant within the time frame provided for herein after the same have been submitted by Tenant, then Tenant shall provide Landlord with a written last chance notice that Landlord has failed to respond to Tenant's initial request which shall contain in bold, all capitalized letter and double the regular font as a header to the notice the following **"THIS IS LANDLORD'S LAST CHANCE NOTICE TO APPROVE**

TENANT'S PLANS WITHIN 10 DAYS OF RECEIPT OF THIS NOTICE", and if Landlord does not respond within ten (10) days after receipt of the last chance notice, then such plans shall be deemed approved. Any alteration of the exterior of the Premises, including that to exhibit Tenant's then-current desired trade dress shall require Landlord's consent as set out herein under this Section 19.2, which consent shall not be unreasonably withheld, conditioned or delayed.

19.3. Except in the event of a Tenant Default under this Lease or an uncured event of default under any other agreement between the parties, at any time during the Term of this Lease (and as may be extended), notwithstanding anything in this Lease to the contrary, Tenant may at its sole option, (but shall not be obligated to), remove any or all equipment, installations, moveable trade fixtures, furniture and other personal property (including, without limitation, cooking utensils, china, silverware, table decorations, signage and other trade dress), which were placed in the Premises by Tenant and funded by Tenant, provided Tenant shall repair any and all damage occasioned by such removal. At the expiration of the Term or sooner termination of this Lease, Tenant shall quit and surrender the Premises broom clean, and in good condition and repair, subject to ordinary wear and tear and loss by fire or other casualty or damage caused by Landlord. Landlord may require Tenant to restore the Premises to the condition the Premises was in on the date of the Commencement Date, normal wear and tear excepted. All permanent additions, improvements, and fixtures attached to the Premises shall remain on the Premises as the property of Landlord. Any property of Tenant or any subtenant or occupant which shall remain in or on the Premises after the termination of this Lease and the removal of Tenant or subtenant from the Premises or the surrender by Tenant of the Premises, may, at the option of Landlord and without notice, be deemed to have been abandoned by Tenant or such subtenant or occupant and may either be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit, and Landlord shall not be responsible for any loss or damage occurring to any such property. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

19.4. Notwithstanding anything herein to the contrary, in the event of a Tenant Default under this Lease, or an uncured event of default under any other agreement between the parties, unless otherwise agreed to by Landlord in writing, Tenant shall leave in and on the Premises all additions, improvements, fixtures, equipment, installations, moveable trade fixtures, furniture and other personal property (including, without limitation, cooking utensils, china, silverware, table decorations, signage, booths and other trade dress), which were placed in or on the Premises by Tenant or Landlord. The parties acknowledge and agree the intent of this provision is to permit Landlord or its assigns to enter the Premises and resume its operations as expeditiously as possible.

20.

DEFAULT AND REMEDIES

20.1. The occurrence of any one or more of the following events shall constitute a breach and default of this Lease by Tenant ("Tenant Default"):

(a) The failure by Tenant to pay any installment of Rent when due, and such failure continues for five (5) days after Landlord delivers written notice of such failure to Tenant; or

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (a) above, where such failure shall continue for a period of thirty (30) days after Tenant receives written notice thereof from Landlord; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion, but in no event shall Tenant have more than one hundred fifty (150) days to complete said cure, as same may be extended due to Force Majeure.

(c) An uncured Event of Default under the Note made by Tenant to Landlord dated December __, 2020.

20.2. In the event of any Tenant Default, then in addition to any and all other remedies available to Landlord at law or in equity, Landlord shall have the right to immediately terminate this Lease and all rights of Tenant hereunder by giving written notice to Tenant of its election to do so. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which Landlord's estimate of the aggregate amount of Rent owing from the date of such termination through the end of the Term exceeds the fair rental value of the Premises for the same period (after deducting from such fair rental value the time needed to relet the Premises and the amount of concessions which would normally be given to a new tenant) both discounted to present value at the discount rate of the Wall Street Journal Prime Rate.

20.3. In the event of any uncured Tenant Default, Landlord shall also have the right to terminate Tenant's right of possession by any lawful means, to re-enter the Premises by legal means and exercise its rights pursuant to Section 19.4 above, or remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant.

20.4. In the event of any uncured Tenant Default, pursuant to summary dispossession or other legal proceedings, Landlord may enter upon the Premises and do whatever Tenant

is obligated to do under the terms of this Lease (and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for damages resulting to Tenant from such action), whether caused by the negligence of Landlord or otherwise.

20.5. If Landlord has not elected to terminate this Lease, Landlord may maintain Tenant's right to possession in which case Landlord may recover all Base Rent and Additional Rent as it becomes due, less any rental received by Landlord upon any re-let of the Premises. In such event, Landlord will use commercially reasonable efforts to mitigate its damages to the extent required by applicable law.

20.6. If any installment of Rent due from Tenant is not received by Landlord or Landlord's designee within five (5) days after such amount shall be due, then Tenant shall pay to Landlord, in order to cover the extra expense involved in handling delinquent payments, a late charge of two percent (2%) of any delinquent amount when said payment of Rent is made (the "Late Charge"). It is understood and agreed that this Late Charge is for additional expense incurred by Landlord and shall not be considered interest for any purpose. In addition to the Late Charge, any payment required to be made by Tenant under the provisions of this Lease not made by Tenant when and as due shall thereupon be deemed to be due and payable by Tenant to Landlord on demand with interest thereon at eighteen percent (18%) per annum or the maximum interest rate permitted by law (the "Default Rate"), whichever is lower computed from the date when the particular amount became due to the date of payment thereof to Landlord. Notwithstanding the foregoing, with respect to the first default in the timely payment of Rent under this Lease within any preceding twelve (12) month period, Landlord shall give Tenant written notice of such default and a period of five (5) days in which to cure such default, prior to the accrual of any interest or late charge.

20.7. Notwithstanding anything contained herein to the contrary, in no event is Landlord entitled to exercise self-help to lock out Tenant or forcibly retake possession of the Premises without due legal process.

20.8. Landlord may, but shall not be obligated to, perform any obligation of Tenant under this Lease, and, if Landlord so elects, all reasonable, actual and verifiable out-of-pocket costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity; (ii) shall be cumulative; and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

20.9. Landlord and Tenant agree that the other shall not have any right to sue for or collect, and the other party shall not have any liability or responsibility whatsoever for any consequential, punitive, special, exemplary or indirect damages, including, without limitation, lost profits, expressly excluding, however, Landlord's right to collect such damages with respect to Tenant's holdover (subject to the terms and conditions of Section 38.13 hereof).

21.

LANDLORD DEFAULT

21.1. Except to the extent expressly indicated herein and to which lesser timeframe apply, Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default so long as Landlord has commenced such cure during the 30-day period and thereafter diligently and continuously prosecutes such cure to completion, as same be extended due to Force Majeure) after notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligation. In the event of an uncured default by Landlord, Tenant's remedies shall include (in addition to any and all other rights and remedies specifically set forth in this Lease or available to Tenant at law or in equity): (i) a claim for either (a) actual damages or (b) specific performance; (ii) if such default by Landlord materially and adversely affects Tenant's operations, upon further written notice to Landlord of Tenant's intention to exercise its self-help remedies hereunder and after providing Landlord with a written last chance notice that Landlord has failed to respond to Tenant's notice which shall contain in bold, all capitalized letter and double the regular font as a header to the notice the following **"THIS IS LANDLORD'S LAST CHANCE NOTICE TO CURE LANDLORD'S DEFAULT WITHIN 10 DAYS OF RECEIPT OF THIS NOTICE"**, and if Landlord does not cure its default within ten (10) days after receipt of the last chance notice, then, Tenant may avail itself of its self-help remedies. In addition, in an emergency situation which requires, in the good faith judgment of Tenant, prompt or immediate action in order to prevent death, bodily injury or significant property damage only such notice, if any, as shall be reasonable under the circumstances need be given, then Tenant shall have the right (but not the obligation) to take such actions necessary to address or alleviate the emergency, and thereafter Tenant shall give Landlord thirty (30) days' notice, as aforesaid (provided Landlord has not commenced such cure during the 30-day period and thereafter diligently and continuously prosecutes such cure to completion, as same be extended due to Force Majeure), to remedy the situation prior to commencing any permanent repair or replacement. Landlord shall, within thirty (30) days after receipt of a written notice from Tenant, including copies of paid bills and a statement from Tenant, reimburse Tenant for the actual, reasonable costs so expended by Tenant to cure Landlord's default. If Landlord has not reimbursed Tenant within thirty (30) days after receipt of Tenant's bill,

then Tenant may deduct the reasonable cost of such expense from Rent next becoming due, together with interest thereon at the Default Rate.

22.

DAMAGE OR DESTRUCTION

22.1. Tenant shall endeavor to give Landlord prompt written notice of damage to any portion of the Premises resulting from damage by fire, the elements, accident or other event of damage. If, at any time prior to the expiration or termination of this Lease, the Premises is damaged or destroyed by any casualty, Tenant shall promptly cause the same to be fully repaired and restored to the condition existing immediately prior to such damage or destruction (subject to changes necessary to comply with then existing laws applicable thereto and any changes in design approved by Landlord and Tenant).

23.

MECHANICS' LIENS

23.1. Tenant will pay all costs of construction done by it or caused to be done by it on the Premises as permitted by this Lease. Tenant will keep the Premises free and clear of all construction, mechanic's, materialman's, laborer's and supplier's liens, resulting from construction done by or for Tenant. The interest of Landlord in the Premises shall not be subject to liens for improvements made by Tenant. Any lien filed by any contractor, materialman, laborer or supplier performing work for Tenant shall attach only to Tenant's interest in the Premises. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all costs and liabilities (including reasonable attorneys' fees and expenses) relating to any and all construction, mechanic's, materialman's, laborer's or supplier's liens arising out of or pertaining to any improvements or construction done by Tenant. All persons and entities contracting or otherwise dealing with Tenant relative to the Premises are hereby placed on notice of the provisions of this Article 23, and Tenant shall further notify in writing such persons or entities of the provisions of this Article 23 prior to commencement of any Tenant work in the Premises. If any construction, mechanic's, materialman's, laborer's or supplier's lien is ever claimed, fixed or asserted against the Premises in connection with any such Tenant work, Tenant shall, within 15 days after receipt by Tenant of notice of such lien, discharge same as a lien either by payment or by posting of any bond as permitted by law. If Tenant shall fail to discharge any such lien, whether valid or not, within 15 days after receipt of notice from Landlord, Landlord shall have the right, but not the obligation, to discharge such lien on behalf of Tenant and all costs and expenses incurred by Landlord associated with the discharge of the lien, including, without limitation, attorneys' fees, shall constitute Additional Rent hereunder and shall be immediately due and payable by Tenant. Landlord, at its option, may record a Notice of Landlord pursuant to Florida Statutes 713.10.

EMINENT DOMAIN

24.1. In the event the whole of the Premises shall be taken under the power of eminent domain, or sold in lieu or to prevent the exercise thereof (collectively, a "Taking"), this Lease shall automatically terminate as of the date of such Taking. In the event of a Taking of a portion of the Premises that substantially and adversely impairs the usefulness of the Premises for the Permitted Use or materially and adversely impairs access to the Premises, in Tenant's reasonable discretion, then Tenant, at its option, exercised within sixty (60) days after the Taking occurs, may elect to terminate this Lease as of the date of the Taking. For purposes of this Lease, the date of Taking shall be the earlier of the date of transfer of title resulting from such Taking or the date of transfer of possession resulting from such Taking. In the event that a portion of the Premises is so taken and this Lease is not terminated, Landlord shall, within a reasonable time after possession is physically taken, with reasonable diligence, use commercially reasonable efforts to proceed to restore (to the extent permitted by applicable law the Premises (other than Tenant's personalty and Leasehold Improvements) to a complete, functioning unit, provided that in no event shall Landlord be obligated to expend in such repair or rebuilding any sums greater than the condemnation proceeds awarded or paid to Landlord or shall Landlord be required to restore if any mortgagee entitled to the condemnation proceeds does not consent to the payment to Landlord of the condemnation proceeds for the purposes of reconstruction.

24.2. If the Lease is not terminated as set forth herein, then this Lease shall continue in full force and effect and the proceeds of the award shall be used by Landlord to restore the remainder of the improvements on the Premises so far as practicable to a complete unit of like quality and condition to that which existed immediately prior to the Taking, and the Base Rent and all other charges payable hereunder shall be reduced in proportion to the square feet of the Premises taken and Landlord and Tenant respectively, shall be entitled to any award permitted by applicable law. Upon re-delivery by Landlord, Tenant shall, within a reasonable time after re-delivery by Landlord with reasonable diligence, use commercially reasonable efforts to proceed to restore Tenant's personalty and Leasehold Improvements. In such case, the Rent shall be reduced proportionately based on the portion of the Premises so taken. If all or any portion of the Premises is the subject of a temporary Taking, this Lease shall remain in full force and effect and Tenant shall continue to perform each of its obligations under this Lease; in such case, Tenant shall be entitled to receive the entire award allocable to the temporary Taking of the Premises. Except as provided herein, Tenant shall not assert any claim against Landlord or the condemning authority for, and hereby assigns to Landlord, any compensation in connection with any such Taking, and Landlord shall be entitled to receive the entire amount of any award therefor, without deduction for any estate or interest of Tenant; provided, however, Tenant shall be entitled to any awards permitted by applicable law resulting from a Taking.

24.3. If Landlord does not commence within thirty (30) days of receipt of the award and receipt of appropriate building permits and approvals, subject to Force Majeure, and with reasonable dispatch continue, to restore the portion of the Premises as aforesaid, Tenant shall have the right, upon giving notice to Landlord, in addition to other rights provided herein, to terminate this Lease upon thirty (30) days written notice to Landlord, and all Base Rent and all additional charges shall be abated as of the date of such notice. unless Landlord completes the restoration within said thirty (30) day period, in which case the termination notice shall be deemed null and void and of no further force and effect.

25.

INTENTIONALLY OMITTED

26.

QUIET POSSESSION

26.1. Landlord covenants with Tenant to keep Tenant in quiet possession of the Premises during the Term of this Lease and any extensions thereof, provided that Tenant timely pays the Rent within any applicable notice and grace period, and timely performs all of Tenant's covenants and agreements herein contained, and in any and all events Tenant is not in default of any of the terms or conditions of this Lease beyond any applicable cure or grace periods.

27.

BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS

27.1. The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

27.2. In the event of a sale of the Premises or a change in ownership of Landlord's estate, or if there is an assignment or transfer of this Lease by Landlord for other than security purposes, Landlord shall cause the new owner or Landlord's assignee or transferee, as applicable, to assume the provisions of this Lease and notice of such assignment or transfer, as well as a copy of the effective instrument of transfer, shall be given to Tenant within fifteen (15) days after the date of transfer. Tenant shall be entitled to continue to pay Rent and give all notices to Landlord until Tenant has received the foregoing from Landlord. Landlord shall deliver all funds in which Tenant has an interest, including but not limited to Tenant's Security Deposit, to Landlord's purchaser or assignee.

ESTOPPEL CERTIFICATES

28.1. Tenant shall, within ten (10) days after Tenant's receipt of Landlord's written request thereof, execute, acknowledge and deliver to Landlord an estoppel certificate certifying such factual matters relating to this Lease as Landlord may reasonably require, including by way of example and not limitation: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the Rent and other charges are paid in advance, if any; and (b) acknowledging that there are not, to Tenant's actual knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer to the Premises. Upon failure of Tenant to timely respond to Landlord's within the 10-day period above, then Landlord shall provide Tenant with a written last chance notice that Tenant has failed to respond to Landlord's request which shall contain in bold, all capitalized letter and double the regular font as a header to the notice the following **"THIS IS TENANT'S LAST CHANCE NOTICE TO PROVIDE A TENANT ESTOPPEL CERTIFICATE WITHIN FIVE (5) DAYS OF RECEIPT OF THIS NOTICE"**, and if Tenant does not respond within five (5) days after receipt of the last chance notice, then the request shall be deemed a certification by Tenant that the facts set forth in Landlord's submission to Tenant are true, correct and complete.

28.2. Landlord shall, within fifteen (15) business days after Landlord's receipt of Tenant's written request thereof, execute, acknowledge and deliver to Tenant an estoppel certificate certifying such factual matters relating to the Lease as Tenant may reasonably require, including by way of example and not limitation: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the Rent and other charges are paid in advance, if any; and (b) acknowledging that there are not, to Landlord's actual knowledge, any uncured defaults on the part of Tenant hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective assignee, sublessee, lender or financier of Tenant. Upon failure of Landlord to timely respond to Tenant within the 15-day period above, then Tenant shall provide Landlord with a written last chance notice that Landlord has failed to respond to Landlord's request which shall contain in bold, all capitalized letter and double the regular font as a header to the notice the following **"THIS IS LANDLORD'S LAST CHANCE NOTICE TO PROVIDE A LANDLORD ESTOPPEL CERTIFICATE WITHIN FIVE (5) DAYS OF RECEIPT OF THIS NOTICE"**, and if Landlord does not respond within five (5) days after receipt of the

last chance notice, then the request shall be deemed a certification by Landlord that the facts set forth in Tenant's submission to Landlord are true, correct and complete.

28.3. Such estoppel certificates shall be for the purpose of facilitating either party's financing, refinancing or sale activities only, and shall not affect or prejudice any rights or remedies of either party against the other, nor shall such estoppel certificates alter or modify the terms and conditions of this Lease.

29.

NOTICES

29.1. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, overnight mail or certified U.S. Mail and shall be deemed effective when received by the intended addressee (whether accepted or rejected) if addressed to Tenant or to Landlord at the addresses noted in Section 1.1. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord and Tenant hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord and Tenant may from time to time hereafter designate by notice to the other party.

30.

CONFIDENTIALITY

30.1. Landlord agrees not to disclose any information given to or obtained by Landlord about Tenant or this Lease, including any financial information regarding Tenant, any guarantor (including Guarantor), and/or the operation of the Premises, to any third party except (i) legal counsel to Landlord as well as any other third party professionals engaged by Landlord in connection with its business, including, without limitation, accountants and financial advisors, (ii) any assignee of Landlord's interest in this Lease, (iii) as required by applicable law or by subpoena or other similar legal process, (iv) for financial reporting purposes, (v) to any investors or potential investors, purchasers or potential purchasers, provided same shall keep such information and this Lease strictly confidential, or lenders or potential lenders of Landlord, (vi) Landlord's affiliates and any of Landlord's or its affiliates directors, officers, shareholders, members, partners, employees, management companies, agents or advisors, provided same shall keep such information and this Lease strictly confidential, and (vii) in connection with any tax proceeding.

31.

LANDLORD'S ACCESS

31.1. Landlord's and Landlord's agents, upon 24 hours' prior written notice to Tenant, shall have the right to enter the Premises at reasonable times for the purpose of (a) inspecting the same, (b) showing the same to prospective purchasers or lenders, (c)

showing the same to prospective lessees within the last 12 months of the Term. Notwithstanding the foregoing, Landlord is not required to give written notice to Tenant, but shall give reasonable notification under the circumstances, if Landlord must enter the Premises because of an emergency situation which requires, in the good faith judgment of Landlord, immediate action in order to prevent death, bodily injury or significant property damage.

32.

SUBORDINATION AND NON-DISTURBANCE

32.1. Provided that Landlord has obtained for Tenant, and Tenant has entered into, a written commercially reasonable form of subordination, non-disturbance and attornment agreement ("SNDA") with each holder ("Mortgagee") of a deed of trust, mortgage, security agreement, ground lease or transfer instrument, including all renewals, extensions and rearrangements thereof upon the Premises (collectively, "Mortgage"), this Lease, shall be subordinate to the lien of the Mortgage held by the Mortgagee and presently existing or hereafter placed upon all or any portion of the Premises. Landlord represents and warrants to Tenant that, as of the date of execution of this Lease, there are no Mortgages encumbering the Premises, except a Mortgage in favor of: N/A (the "Existing Lender"). Contemporaneously with the execution of this Lease, and as a condition to the Effective Date, Landlord shall cause the Existing Lender to enter into the SNDA. Should any future holder of a lien upon the Premises whose lien is capable of foreclosure wish to become superior to this Lease, Tenant agrees to subordinate to such lienholder so long as Landlord has such lienholder execute for the benefit of Tenant, an SNDA or other subordination, non-disturbance and attornment agreement in a form and of a substance acceptable to Tenant, as determined in Tenant's reasonable discretion. The provisions of this Section to the contrary notwithstanding, this Lease shall remain in full force and effect for the full Term and any extension hereof, and a foreclosure under the deed of trust shall not terminate this Lease or affect Tenant's right of possession pursuant to this Lease.

33.

FORCE MAJEURE

33.1. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of nature, inability to obtain labor or materials or reasonable substitute therefor, governmental restrictions, regulations or controls, enemy or hostile governmental action, riot, civil commotion, fire, pandemic or other casualty, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise stated in this Lease to the contrary. The terms of this paragraph shall not be applicable to Tenant's obligations to pay Rent or any other sums, money, costs, charges or expenses required to be paid by Tenant hereunder; i.e., delays or failures to perform on the part of Tenant resulting from its lack of funds shall not be deemed force majeure, nor shall the terms of this paragraph be applicable to Landlord's obligations to pay any sums,

costs, charges or expenses required to be paid by Landlord hereunder. Notwithstanding the foregoing, in the event of a government ordered shutdown of the Tenant's business (a "Mandatory Shutdown"), 50% of the Rent during the period of such Mandatory Shutdown shall be deferred and repaid in equal monthly installments proportionate to the number of month's or partial days thereof that said Mandatory Shutdown was in effect, commencing at such time as the Mandatory Shutdown is lifted.

34.

INTENTIONALLY OMITTED

35.

HAZARDOUS MATERIALS

35.1. Landlord covenants that it will during the Term of this Lease provide to Tenant a copy of all written citations or notices of violations received from any governmental authority with regard to any Hazardous Material cited to be present in or on the Premises within five (5) business days of receipt by Landlord.

35.2. Tenant will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Premises or the land on which the same are located, by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord except for the routine cleaning supplies and except for, inventory, merchandise, materials or substances used in the normal course of Tenant's business that may be deemed Hazardous Material provided such Hazardous Material are stored, used and removed in compliance with all federal, state and local laws, rules, regulations, guidelines, policies, codes and ordinances of any governmental body having jurisdiction over the same which relate to Hazardous Material (individually and collectively "Environmental Laws"). Tenant will cause any and all Hazardous Material brought upon the Premises the Building by Tenant to be removed from the Premises and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes or otherwise in accordance with applicable Environmental Laws. Tenant will, in all respects, handle, treat, deal with and manage any and all Hazardous Material in, on, under or about the Premises in total conformity with all applicable Environmental Laws. Upon expiration or earlier termination of the Term of the Lease, Tenant will cause all Hazardous Material placed on, under or about the Premises by Tenant or at Tenant's direction to be removed and transported for use, storage or disposal in accordance and compliance with all applicable Environmental Laws. Tenant will not take any remedial action in response to the presence of any Hazardous Material in or about the Premises in violation of Environmental Laws, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Material in violation of Environmental Laws in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord reasonable opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interests with respect thereto.

35.3. Tenant covenants that it shall and hereby does indemnify, protect, defend and hold Landlord, its directors, officers, members, managers, employees and agents and any successor to Landlord's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) and all foreseeable and unforeseeable consequential damages, whether known or unknown, which arise during or after the Term of this Lease and arising as a result of Hazardous Material introduced by Tenant during the Term of this Lease. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by federal, state or local agency or political subdivision as a result of Hazardous Material introduced by Tenant during the Term of this Lease. This provision of this Subparagraph shall survive termination of this Lease.

35.4. As used herein, the term "Hazardous Material" means petroleum products, asbestos, mold, and any other hazardous or toxic substance, material or waste, which is or becomes regulated by any applicable state, local or federal governmental authority, originating from the Premises, or migrating, flowing, percolating, diffusing or in any way moving onto or under the Premises. The provisions of this Article shall survive the termination of this Lease.

35.5. If any Hazardous Material is deposited, released, stored, disposed, discovered or present in or on the Premises, Landlord, in a manner that complies with all applicable laws shall at Landlord's cost and expense (except as it relates to Hazardous Materials on the Premises introduced by Tenant in which event the expense shall be borne by Tenant or by any third parties not related to Landlord) remove, transport and dispose (or cause to be removed, transported and disposed) of such materials and perform (or cause to be performed) all remediation and cleanup of the Premises and land necessary or advisable to remediate any damage to persons, property or the environment as a result of the presence of such Hazardous Material.

35.6. Landlord covenants that it shall and hereby does indemnify, protect, defend and hold Tenant, its directors, officers, employees, members, managers and agents and any successor to Tenant's interest in the Premises, free and harmless from and against any and all claims, judgments, direct damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) which are directly caused by, arise out of or be related to Hazardous Material that have been introduced by Landlord to the Premises. This provision of this Subparagraph shall survive termination of this Lease.

36.

INTENTIONALLY OMITTED

37.

SECURITY INTEREST

37.1. Tenant shall have the absolute right from time to time during the Term, and without Landlord's prior approval, written or otherwise, to grant and assign a mortgage or other security interest in Tenant's interest under the Lease and all of Tenant's property to Tenant's lenders in connection with Tenant's financing arrangements; provided, however, such mortgage or security interest shall at all times be secondary and subordinate to Landlord's Note from Tenant dated December __, 2020. Landlord agrees to execute such confirmation certificates and other documents as Tenant's lenders may reasonably request in connection with any such financing.

38.

MISCELLANEOUS

38.1. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding, whether oral or written, pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

38.2. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

38.3. Wherever in this Lease the consent or approval of one party is required for an act of the other party, unless otherwise specified, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

38.4. Each of Landlord and Tenant represents that each individual executing this Lease on behalf of Landlord and Tenant is duly authorized to execute and deliver this Lease on its behalf.

38.5. The Article and Section captions and headings are for convenience of reference only, and in no way shall be used to construe or modify the provisions set forth in this Lease.

38.6. Time is of the essence with respect to the obligations to be performed under this Lease. Notwithstanding anything herein to the contrary, whenever under the terms and provisions of this Lease the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

38.7. Each of Landlord and Tenant represents and warrants that it has not dealt with any broker in connection with this Lease other than DMP Brokers Inc., (hereinafter

"Landlord's Broker") who shall be compensated by the Landlord pursuant to a separate written agreement. If a claim for brokerage in connection with this Lease is made by any broker, salesman or finder claiming to have dealt through or on behalf of one of the parties hereto ("Indemnitor"), Indemnitor shall indemnify, defend and hold harmless the other party hereunder ("Indemnatee"), and Indemnatee's officers, directors, agents and representatives, from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) with respect to said claim for brokerage.

38.8. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Each party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

38.9. This Lease shall not be recorded. However, a memorandum of this Lease ("Memorandum of Lease") in the form attached hereto as **Exhibit F** shall be executed, in recordable form, by both parties concurrently herewith and recorded by Tenant, at Tenant's expense, simultaneously with the Closing, with the official charged with recordation duties for the county in which the Premises is located, with directions that it be returned to Tenant.

38.10. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

38.11. This Lease shall be governed by the laws of the State of Florida.

38.12. In the event of any proceeding, claim or action being filed or instituted between the parties with respect to this Lease, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with that action or proceeding upon the controversy being reduced to final judgment or award.

38.13. If Tenant shall holdover after the end of the Term, such holding over shall be construed as a tenancy at sufferance, subject to all of the provisions, conditions and obligations of this Lease, except that monthly Base Rent shall be an amount equal to 125% of the aggregate Rent that was payable under this Lease during the last month of the Term. Tenant's continued occupancy of the Premises during any holdover period or Tenant's payment of the holdover rent or Landlord's acceptance thereof shall not prevent Landlord from prosecuting any unlawful detainer proceeding or any other action at law or in equity, including, without limitation, an action for consequential damages with respect to such holdover (provided Landlord has sent Tenant written notice of its demand after the end of the term to Tenant to vacate the Premises at least thirty (30) days in advance). Landlord's acceptance of any payments from Tenant after the Expiration Date shall be

deemed to be on account of the amount to be paid by Tenant in accordance with the provisions of this Section 38.13. The provisions of this Section 38.13 shall survive the expiration or termination of this Lease.

38.14. Tenant represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business with ("OFAC List"). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity or assign this Lease to an entity or person that is on the OFAC List. Tenant shall provide documentary and other evidence of Tenant's identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant's identity or to comply with applicable laws.

38.15. The parties hereto shall and hereby do each knowingly, intentionally and voluntarily waive the right either one has to a trial by jury in any action, proceeding or counterclaim in action or proceeding arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises and/or any claim of injury or damage. Tenant further agrees that it shall not interpose any non-mandatory counterclaim in summary proceedings or in any action based upon non-payment of Rent or any other payment required of Tenant hereunder. The provisions of this Section 38.15 shall survive the expiration or termination of this Lease.

38.16. Intentionally Omitted.

38.17. Payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent, Additional Rent or other charges herein stipulated shall be deemed to be on account of the earliest Base Rent, Additional Rent or other charges due from Tenant to Landlord. No endorsements or statement on any check or any letter accompanying any check or payment as Base Rent, Additional Rent or other charges shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of any and all Base Rent, Additional Rent or other charges due from Tenant to Landlord or to pursue any other remedy provided in this Lease or by law.

38.18. This Lease may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

39.

EXHIBITS AND ADDENDA

39.1. The exhibits and addenda listed below are incorporated by reference in this Lease:

Exhibit A: Site Plan.

Exhibit A-1: Legal Description

Exhibit B: Purchase Option Rider

Exhibit C: Insurance Coverage Requirements

Exhibit D: Reserved.

Exhibit E: Stipulation of Term of Lease.

Exhibit F: Memorandum of Lease.

Exhibit G: Guaranty of Lease

40.

GUARANTY

40.1. Contemporaneously with the execution of this Lease, Lucky Fish, Inc., a Florida corporation shall execute a Limited Guaranty in the form attached hereto as **Exhibit H**.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth below.

LANDLORD:
CSHJ PROPERTIES, LLC,
a Florida limited liability company

By: 

Name: Steven Scaggs

Title: Authorized Member

Date: Member 12-16-2020

Landlord's Federal Tax ID#: 65-0755726

WITNESS:



WITNESS:



TENANT:
LMRCOVE, LLC,
a Florida limited liability company

By: 

Name: Ilias L. Moshakos

Title: Manager

Date: 12-16-20

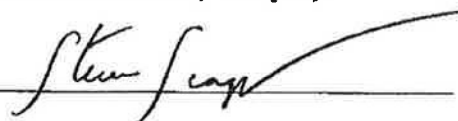
WITNESS:



WITNESS:



CSHJ LOTS, LLC,
a Florida limited liability company

By: 

Name: Steven Scaggs

Title: Authorized Member

Date: 12-16-2020

Landlord's Federal Tax ID#: N/A

WITNESS:

Dennis Buzzelli

WITNESS:

Lyle Paul-Hot

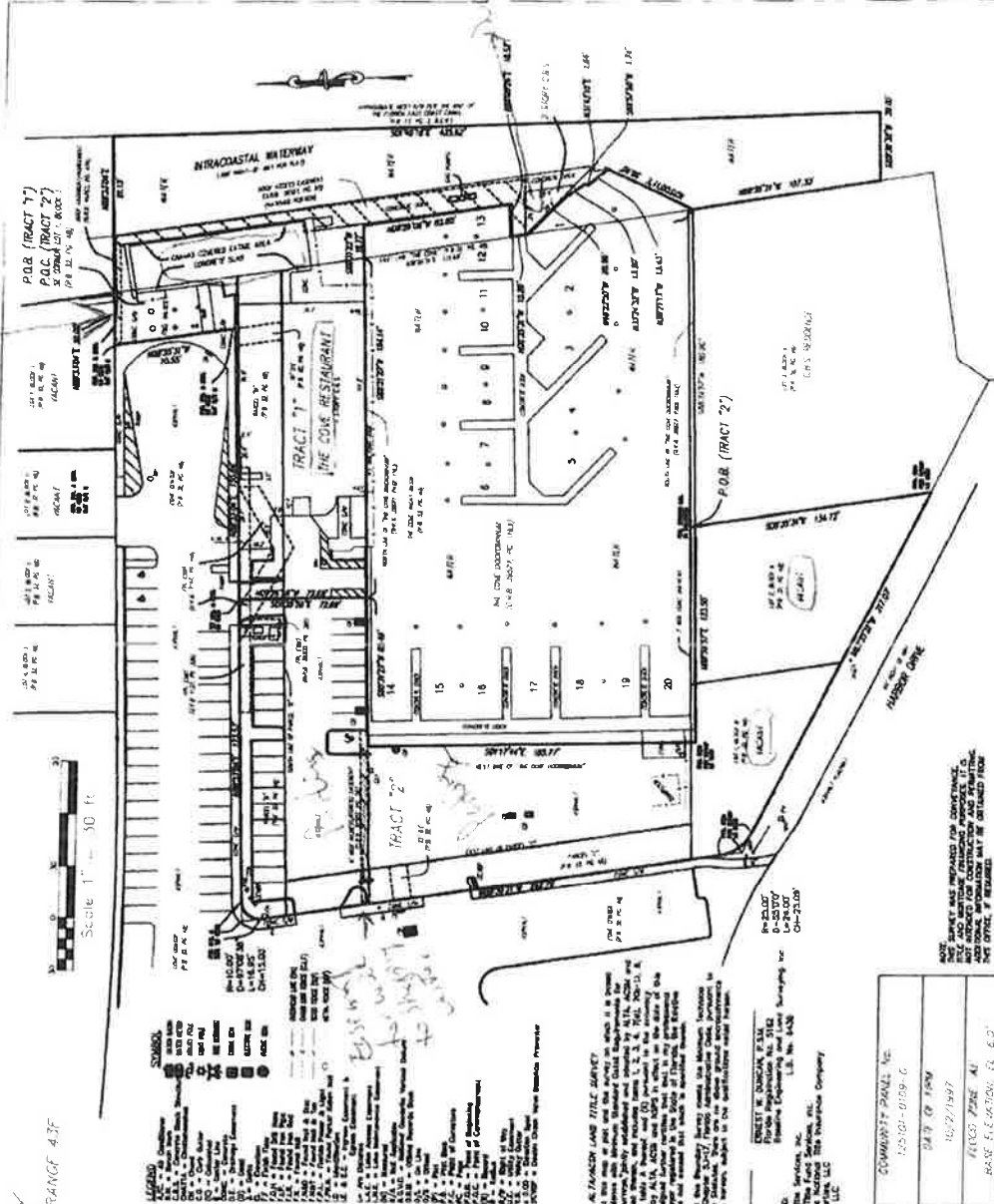
EXHIBIT A

SITE PLAN

Exhibit A - 1

PORTION OF SECTION 5, TOWNSHIP 48S, RANGE 43E

PORTION OF SECTION 5, TOWNSHIP 48S, RANGE 43E

[illegible]

11 BASLINE B
 ENGINEERING & LAND SURVEYING, INC.
 100 N. W. 1st COURT
 SUITE 502A, FLORIDA 33412
 (866) 417-0700
 FOUNDED IN 1933
 18 6510
 18 6419
 SCALE: 1" = 20'
 DRAWN BY: MS
 CHECKED BY: TAC
 10/15/15
 APPROVED: (Signature)
 BRONXWICK COUNTY, NEW YORK

Page 113 of 126

EXHIBIT A-1
LEGAL DESCRIPTION

Exhibit A-1 - 1

TRACT 1:

All of Parcel A, together with a portion of Parcel B and a portion of The Cove Yacht Basin Parcel, all in the plat of **THE COVE**, according to the plat thereof, as recorded in Plat Book 32, Page 48, of the Public Records of Broward County, Florida, together with a portion of Section 5, Township 48 South, Range 43 East, Broward County, Florida, portions of which are submerged lands and lying adjacent to said plat, all more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1, Block 1, and the Northeast corner of said Parcel A of said plat of **THE COVE**; thence North 88°33'04" East a distance of 91.13 feet to the West right-of-way of the Florida East Coast Canal as shown on the Plat of the Florida East Coast Canal, recorded in Plat Book 17, Page 28, of the Public Records of Broward County, Florida, thence South 01°46'18" East along said West right-of-way line a distance of 435.62 feet; thence South 88°36'36" West a distance of 39.00 feet to the East line of Lot 3, Block 9, of the plat of **THE COVE**; thence North 08°35'31" West along said East line a distance of 107.30 feet to a point on a parallel line with the North line of said Lot 3 and 3.0 feet South of the North line of said Lot 3; thence North 25°00'11" East a distance of 56.18 feet; thence South 68°57'50" West a distance of 1.74 feet; thence North 39°21'13" West a distance of 13.43 feet; thence North 31°43'10" East a distance of 1.64 feet; thence North 33°24'52" West a distance of 13.90 feet; thence North 46°22'50" West a distance of 28.96 feet to the East line of The Cove Yacht Basin in said plat of **THE COVE**; thence North 08°35'31" West along said East line a distance of 10.26 feet; thence North 88°00'26" East a distance of 18.52 feet; thence North 08°26'06" West a distance of 82.80 feet; thence South 88°31'22" West a distance of 18.77 feet to the said East line of The Cove Yacht Basin; thence continuing South 88°31'22" West a distance of 194.14 feet; thence North 01°26'56" West a distance of 72.69 feet to a point on the North line of said Parcel B of **THE COVE**; thence North 88°33'04" East along said North line a distance of 155.04 feet to the Southwest corner of said Parcel A; thence North 08°35'31" West along the West line of said Parcel A, a distance of 70.55 feet to the Northwest corner of said Parcel A and the South line of said Lot 1, Block 1; thence North 88°33'04" East along said South line a distance of 30.00 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT therefrom the following parcel conveyed to the City of Deerfield Beach, Florida, for a Pedestrian Access, recorded _____, 201____, as Clerk File Number _____, and being more particularly described as:

A portion of submerged land in the Intracoastal Waterway being in Section 5, Township 48 South, Range 43 East, Broward County, Florida, lying adjacent to the plat of **THE COVE**, according to the Plat recorded in Plat Book 32, at Page 48, of the Public Records of Broward County, Florida, all more particularly described as follows:

BEGINNING at the Northeast corner of Parcel "A" of said plat; thence North 88°33'04" East along the prolongation of the North line of said Parcel "A", a distance of 40.29 feet to a point 7 feet East of the East line of the Dock Access Easement recorded in Official Records Book 39527, Page 1108, Broward County Public Records; thence South 08°28'27" East along a line 7 feet East of the East line of said Dock Access Easement, a distance of 6.05 feet; thence South 88°33'04" West, 6 feet South of and parallel with the North line of said Parcel "A", a distance of 40.28 feet; thence North 08°28'27" West, a distance of 6.05 feet to the **POINT OF BEGINNING**.

TRACT 2:

A portion of Lots 1 and 2, Block 9, together with a portion of Parcels B and C and a portion of The Cove Yacht Basin Parcel, all in the plat of **THE COVE**, according to the plat thereof, as recorded in Plat Book 32, Page 48, of the Public Records of Broward County, Florida, all more particularly described as follows:

COMMENCING at the Southeast corner of Lot 1, Block 1, of said plat of The Cove; thence South 08°26'06" East along the East line of Parcel A of said plat of **THE COVE** a distance of 331.68 feet to a point lying 3.0 feet South of and parallel to the Southeast corner Lot 3, Block 9 of said plat of **THE COVE**; thence South 88°39'57" West along a line 3.0 feet South of and parallel with the North line of said Lot 3, Block 9, a distance of 180.00 feet to a point lying on the East line of said Lot 2, Block 9 and the **POINT OF BEGINNING**; thence South 08°35'31" East a distance of 134.72 feet to the Southeast corner of said Lot 2, Block 9; thence North 63°35'31" West along the South line of said Lot 2, Block 9, a distance of 217.07 feet to the point of curvature of a curve concave to the Northeast having a radius of 25.00 feet, a central angle of 55°00'00" and a chord distance of 23.09 feet; thence Westerly and Northerly an arc distance of 24.00 feet to a point of tangency; thence North 08°35'31" West along the West line of said Lot 1, Block 9, a distance of 262.79 feet to a point of curvature of a curve concave to the Southeast, having a radius of 10.00 feet, a central angle of 97°08'36" and a chord distance of 15.00 feet; thence Northerly and Easterly an arc distance of 16.95 feet to a point of tangency; thence North 88°33'04" East along the North line of said Parcel B, East a distance of 173.53 feet; thence South 01°26'56" East a distance of 72.69 feet to a point; thence South 88°31'22" West, a distance of 85.49 feet; thence South 01°17'44" East, a distance of 185.77 feet; thence North 88°39'57" East, a distance of 123.50 feet to the **POINT OF BEGINNING**.

TRACT 3:

Units (Boat Slips) 1 and 20, in **COVE YACHT BASIN DOCKMINIUM**, according to the Declaration thereof, recorded in Official Records Book 39527, Page 1108, as amended, of the Public Records of Broward County, Florida.

EXHIBIT B

PURCHASE OPTION RIDER

This Option Rider is attached to those certain Lease by and between **CSHJ PROPERTIES, LLC** a Florida limited liability company and **CSHJ LOTS, LLC**, a Florida limited liability company (hereinafter collectively "Seller" or "Landlord"), and **LMRCOVE, LLC**, a Florida limited liability company (hereinafter "Tenant" or "Buyer") dated this 16 day of December, 2020.

In Consideration of the parties entering into the above referenced Lease and the following terms and conditions, Lessor hereby grants the following exclusive option to purchase to Lessee, as more particularly provided herein:

1. The exclusive option granted herein shall be for a term of sixty months commencing the Effective Date of the above-referenced Lease and expiring December 31, 2025, provided that Lessee shall have exercised the option and closed on the purchase on or before June 1, 2026, with time being of the essence to said date.
2. Tenant shall exercise the option by written notice to Landlord and shall close within one hundred twenty (120) days from receipt of said notice by Landlord or as otherwise agreed upon in writing by the parties.
3. The Purchase Price for the Property is Ten Million Seven Hundred Fifty Thousand and 00/100 (\$10,750,000.00) Dollars.
4. At closing the Seller will pay for preparation of a Warranty Deed, Bill of Sale, an Affidavit Regarding Liens, Possession and Withholding under FIRPTA, prorated ad valorem taxes, the documentary and revenue stamps on the deed, and Seller's Attorney's Fees. At closing the Buyer will pay for owner's title insurance, recording of the Warranty Deed, Survey, and Buyer's Attorney's Fees.
5. The Buyer and Seller each represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesmen or agents in connection with the Property and this transaction. Each Party will pay and will defend and hold the other harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of the other. The Seller will pay and defend and hold the Buyer harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of the Seller.
6. The Rent due pursuant to the Lease will be pro-rated at closing.

7. All other terms and conditions of the standard Real Estate Transaction Standards and attached hereto as **Exhibit A** will control in connection with access to the property, condition of title, or other standard provisions contained therein.

8. The parties acknowledge that the Buyer will have been in possession of the property for a number of months prior to exercising the option to purchase and therefore, will be very familiar with the property's condition and the Seller makes no representations regarding the condition of the Property and hence, the parties understand that the Seller is selling the property in an "AS IS" condition at the time of sale.

9. As a material inducement to Buyer to enter into this Agreement, Seller hereby covenants and/or represents and/or warrants to Buyer that, to the best of its knowledge, as of the date of this Agreement, without any independent investigation by Seller, and except as otherwise may be outlined or provided herein that:

A. Seller is the owner of a fee simple title to the Property and Seller has and at the Closing Date Seller will have and will convey to Buyer, good, marketable, insurable and infeasible fee simple title to the Property, free and clear of all conditions, exceptions, or reservations, except the Permitted Exceptions attached hereto as **Exhibit B**, and easements of record which do not adversely affect the use of the Property as currently operated.

B. Except as otherwise disclosed or provided for herein, Seller represents that there are no actions, suits, special assessments, proceedings or investigations pending or, to the best of its knowledge, threatened affecting the Property in law or in equity before any governmental department, commission, board, agency or instrumentality, or any private individual or entity, which involve the possibility of any judgment, liability, or change of zoning against the Property.

C. Except as otherwise disclosed herein no commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowners association, or any other organization, group, or individual, relating to the Property which would impose an obligation upon Buyer or their successors or assigns to make any contribution or dedication of money or land or to construct, install, or maintain any improvement of a public or private nature on the Property, other than as noted herein or in the Lease.

D. All the information, representations and warranties by Seller to Buyer, as described in this Agreement and as provided by Seller to Buyer pursuant to the provisions of this Agreement, are true, correct and complete.

E. Seller has full power and authority to (i) enter into this Agreement and to comply with all the terms and obligations hereof, and (ii) execute the documents required of Seller herein and to otherwise enter into or effect the transactions and other obligations provided for hereunder.

Exhibit B - 2

F. There has not been filed by or against Seller a petition in bankruptcy or insolvency proceedings or for reorganization, or for the appointment of a receiver or trustee, nor have any such entities made an assignment for the benefit of creditors or filed a petition for an arrangement or entered into an arrangement with creditors or admitted in writing the inability to pay its debts as they become due, which petition, proceedings, assignment or arrangement was dismissed or discontinued within sixty (60) days following the date such petition, proceeding, assignment or arrangement was filed, served or entered on record.

G. All covenants, representations in the Seller's documents delivered at closing shall be true and correct as of the date of closing.

H. Except as otherwise provided herein, Seller has not received written notice of, and has no other knowledge or information of, any pending or contemplated change in any regulation or private restriction applicable to the Property, of any pending or threatened judicial or administrative action or actual or pending assessments, of any action pending or threatened by adjacent landowners or other persons, any of which would result in any material change in the condition of the Property or any part thereof, other than as disclosed in this Option or in the attached Lease.

I. At Closing, there will be no debts, liabilities or obligations of Seller with respect to the Property (whether known, unknown, accrued, absolute, contingent or otherwise) outstanding as of the Closing Date, with the exception of certain utility and code liens which the Buyer agrees to take title subject to.

J. There are no adverse or other parties in possession of the Property, or any part thereof and no party has been granted any license, lease, or other right relating to the use or possession of the Property, or any part thereof.

K. Seller has not received actual written notice of any pending or contemplated change in any regulation or private restriction applicable to the land, of any pending or threatened judicial or administrative action, of any action pending or threatened by adjacent landowners or other persons, any of which would result in any material change in the condition of the Property, or any part thereof, other than as disclosed in this Option or the attached lease.

L. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or the Property.

M. Additional Covenants and Agreements of Seller:

Seller further covenants and agrees with Buyer as follows:

Exhibit B - 3

From the date the Agreement is fully executed until the Closing Date after the exercise of the Option or earlier termination of this Agreement, Seller shall:

(i) Advise Buyer promptly of receipt of any written notice of any litigation, arbitration, or administrative hearing before any governmental agency directly concerning or affecting the Property which are instituted or threatened after the date hereof.

(ii) Not take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, or agreements of Seller contained in this Agreement.

(iii) Not sell or otherwise encumber the property without the written consent of the Buyer, which consent shall be reasonable and based on the Buyer or Lender acknowledging and agreeing to be bound by the Lease and this Option.

10. The parties agree to timely execute such further documents as shall be reasonably requested in order to carry out the terms and conditions of this agreement.

In Witness Whereof, the parties have signed this Option Rider this 16 day of December, 2020.

Signed, sealed and delivered in the presence of:

LANDLORD:

CSHJ PROPERTIES, LLC,

a Florida limited liability company

By: 

Name: Steven Scaggs

Title: Authorized Member

Date: 12-16-2020

Landlord's Federal Tax ID#: 65-0755726

WITNESS:



WITNESS:



CSHJ LOTS, LLC,

a Florida limited liability company

By: 

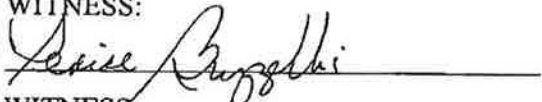
Name: Steven Scaggs

Title: Authorized Member

Date: 12-16-2020

Landlord's Federal Tax ID#: _____

WITNESS:



WITNESS:



TENANT:

LMRCOVE, LLC,

a Florida limited liability company

By: 

Name: Ilias L. Moshakos

Title: Manager

Date: 12-16-2020

WITNESS:



WITNESS:





City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-869

Agenda Date: 8/24/2021

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the Fiscal Year 2022 Budget; adopting the Capital Improvements Plan for Fiscal Years 2023-2027; providing for implementation and an effective date.

Recommended Action

CRA Board to approve Resolution

Background/History

In accordance with Sections 163.387 and 189.016, Florida Statutes, the CRA Board is required to adopt the budget by resolution each fiscal year.

Current Activity

The CRA FY22 Budget was presented to the CRA Board for discussion at the August 10, 2021 meeting. The attached budget reflects the project priorities as per the direction of the Board.

The budget includes funding for major CRA programs including Community Policing, a Commercial Façade Improvements Program, Public Art, Business Marketing and Special Events to attract people to the District. The funding priority of the budget is Infrastructure and Capital Improvements projects, which include S-Curve Utilities Undergrounding and Streetscape Improvements, Ocean Way Bollards, Main Beach Parking Lot Seating, Island Mobility Improvements, International Fishing Pier Improvements, and the Sullivan Park Facility.

Once approved, the budget will be forwarded to the City for inclusion in the adopted FY22 City budget.

Recommendation

CRA staff recommends that the Board approve the proposed FY 22 CRA Budget and the Capital Improvements Plan for FY 2022-2026.

CRA RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), ADOPTING THE FISCAL YEAR 2022 BUDGET; ADOPTING THE CAPITAL IMPROVEMENTS PLAN FOR FISCAL YEARS 2023-2027; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Section 163.387, Florida Statutes, requires community redevelopment agencies to adopt their annual budget in accordance with the requirements of Section 189.016, Florida Statutes; and

WHEREAS, Section 189.016, Florida Statutes, provides that the governing body of a special district must adopt a budget by resolution each fiscal year; and

WHEREAS, the CRA has reviewed the Fiscal Year 2022 budget (the “Budget”), attached as Exhibit “A,” and finds it consistent with the Deerfield Beach CRA Plan goals and objectives; and

WHEREAS, a public hearing was held on the Budget and the legal requirements that are a prerequisite to adoption of the Budget have been satisfied; and

WHEREAS, staff has recommended a five year Capital Improvements Plan (the “CIP Plan”) for Fiscal Years 2032-2027, attached as Exhibit “B,” in order to provide for a long term plan of proposed capital expenditures, the means and methods of financing the projects, and an action plan for the implementation of the projects; and

WHEREAS, CRA staff recommends the CRA approve the Budget, attached as Exhibit “A,” and the CIP Plan, attached as Exhibit “B.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA hereby approves the Budget, attached as Exhibit “A.”

Section 3. The CRA hereby approves the CIP Plan, attached as Exhibit “B.”

Section 4. The appropriate CRA officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, CHAIR

ATTEST:

SAMANTHA GILLYARD, CLERK

Deerfield Beach Community Redevelopment Agency Fiscal Year 2022 Budget

19080000	5521001	REGULAR SALARY	Payment for the following portion of staff salaries (Director of Economic Development 50%, CRA Project Manager 100%, CRA Administrative Coordinator 100%, City Manager 10%, Assistant City Clerk 25%)	\$ 277,419
1908000	5521012	SICK LEAVE CONVERSION PAY	Once a year in December, every full-time employee who has used less than six days of sick leave during the preceding year may choose to be paid for the unused portion of those days. The payment is calculated using the employee's base hourly rate and not including any additional pay factors	\$ 5,000
1908000	5521101	FICA	The 7.65% FICA rate is composed of two rates; a 6.2% social security tax that is applied to the first \$106,800 that an employee earns and a 1.45% Medicare tax that is applied to all earnings	\$ 22,123
1908000	5521204	IMCA PENSION	Estimated by city pension contribution for those city employees who are participants in the ICMA defined contribution plan; the city contribution, as a percentage of salary, is 8%	\$ 22,193
1908000	5522300	INSURANCE SERVICES ALLOCATION	Payment to the general fund for insurances required for staff and the agency	\$ 44,338
1908000	5523927	GENERAL ADMIN CHARGE	Payment to the general fund for the services that are provided to support the CRA Fund	\$ 131,645
1908000	5521003	LONGEVITY	Payment to staff who have greater than 10 years service	\$ 900
1909000	1909000	DEBT SERVICE / BOND PRINCIPAL PAYMENT	Principal payment for debt service on Florida Municipal Loan Council Covenant Bonds (CRA portion 73% of \$1,210,000)	\$ 885,000
1909000	1909000	DEBT SERVICE / BOND INTEREST PAYMENT	Interest payment for debt service payments on Florida Municipal Loan Council Covenant Bonds	\$ 200,769
1909000	1909000	DEBT SERVICE / PAYING AGENT FEES	Trustee and Administrative fees for debt service payments on Florida Municipal Loan Council Covenant Bonds (CRA portion 73% of \$ 9,492)	\$ 6,929
1908000	5521006	AUTOMOBILE ALLOWANCE	CRA's portion of the cost of one and a half (1.5) vehicles for use by CRA staff	\$ 6,000
1908000	5521025	CLOTHING ALLOWANCE	Staff clothing	\$ 250
1908000	5523403	CELLULAR PHONE SERVICES	Staff cell phone service	\$ 2,500
1908000	5523513	MINOR TOOLS AND EQUIPMENT	Minor administrative office repairs	\$ 1,000
1908000	5523609	COPIER LEASE	Cost of Toshiba lease and maintenance	\$ 5,000
1908000	5523524	MATERIALS AND MAINTENANCE	Materials and maintenance services necessary for CRA Building and Sullivan Park	\$ 50,000
1908000	5523509	PROFESSIONAL PUBLICATIONS	Funding for development and management newspapers, trade magazines and books.	\$ 500
1908000	5523935	DUES AND MEMBERSHIPS	Annual professional association memberships and Special District Reporting	\$ 700
1908000	5523504	OFFICE SUPPLIES	Office supplies as necessary for operations	\$ 1,500
1908000	5523901	TRAVEL AND TRAINING	Mileage reimbursement for CRA Administrative Coordinator (\$4,000), attendance at seminars and meetings	\$ 6,500
1908000	5523902	PRINTING	Printing of brochures, hand-outs and annual report	\$ 1,500
1908000	5523921	ADVERTISING	Advertising in newspapers	\$ 500
1908000	5526043	OTHER MACH AND EQUIPMENT	Laptop replacement for CRA Staff	\$ 1,900

1908000	5523216	LANDSCAPING SERVICES	Small landscaping projects within the CRA	\$ 10,000
1908000	5523299	ADA COMPLIANCE SERVICES	Funding for document remediation and ADA compliance	\$ 11,000
1908000	5523299	LEGAL SERVICES	Contractual services provided by the CRA Attorney for legal services	\$ 48,000
1908000	5523006	INTERNAL AUDITING SERVICES	Marcum LLP Independent audit of CRA financials as required by statute; based on 4 year contract	\$ 6,459
1908000	5523299	BUSINESS MARKETING	Business Marketing within the CRA	\$ 20,000
1908000	5523299	ANNUAL REPORT DESIGN SERVICES	Annual report design as required by statute	\$ 5,000
1908000	5523299	OTHER PROFESSIONAL SERVICES AS NEEDED	Other professional services as determined by the CRA Board	\$ 250,000

PROGRAMS

ORG	OBJECT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT
1908000	5713230	COMMUNITY POLICING	Cost of BSO Deputy Detail to provide additional security in the CRA	\$ 75,000
1908000	5793574	SPECIAL EVENTS	Funding for 4th of July Celebration (\$85,000), December Holiday Celebration (Event \$20,000 and Lighting \$55,000), Dr. Guy Harvey Art Opening (\$10,000), Greater Pompano, Lighthouse Point and Deerfield Beach Holiday Boat Parade (\$5,000)	\$ 175,000
1908000	5523595	ART IN PUBLIC PLACES	Public art project at the Main Beach Parking Lot, Hillsboro Bridge and Dr. Guy Harvey Art Installation	\$ 220,000
1908000	5523959	COMMERCIAL FAÇADE IMPROVEMENT LOAN PRO	Funds to partner on façade improvements to storefronts in the CRA District and past year awards	\$ 417,147
PROGRAMS TOTAL				\$ 887,147

CAPITAL PROJECTS				
ORG	OBJECT	ACCOUNT DESCRIPTION	PROJECT/DESCRIPTION	AMOUNT
			S-Curve Utilities Undergrounding and Streetscape Improvements	
1908000	5396311	LIGHTING	Streetscape Construction, Utility Undergrounding	\$ 1,750,000
1908000	5396311	OTHER CONTRACTUAL SERVICES	Design, Permitting and Construction Administration	\$ 60,000
			Island Mobility - Relocation of Bus Shelter and Streetscape Improvements	
1908000	5596304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	\$ 947,000
1908000	5596304	OTHER CONTRACTUAL SERVICES	Design, Permitting and Construction Administration	\$ 60,000
			Ocean Way Bollards - Installation of pedestrian bollards along Ocean Way	
1908000	5596304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	\$ 900,000
1908000	5596304	OTHER CONTRACTUAL SERVICES	Design, Permitting and Construction Administration	\$ 60,000
			Sullivan Park Facility - Phase II of Sullivan Park Expansion	
1908000	5596304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	\$ 2,500,000
1908000	5596304	OTHER CONTRACTUAL SERVICES	Design, Permitting and Construction Administration	\$ 370,196
			Main Beach Parking Lot Stairs - Construction of ampitheater style stairs at the Main Beach Parking Lot	
1908000	5526308	MAIN BEACH PARKING LOT	Construction	\$ 250,000
1908000	5526308	OTHER CONTRACTUAL SERVICES	Design, Permitting and Construction Administration	\$ 52,060
			Fishing Pier Improvements - Construction of signage, trash disposal and educational displays	
1908000	5596304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	\$ 52,750
CAPITAL PROJECTS TOTAL				\$ 7,002,006

Fiscal 2022 Budget Summary	
Total Proposed CRA Budget	\$ 9,913,778
Projected Fiscal Year 2022 Tax Increment Revenue	\$ 4,534,994
Total Fiscal 2021 Carryover	\$ 5,378,784
Total Available Tax Increment Revenue Funds	\$ 9,913,778

City of Deerfield Beach CRA Five-Year Capital Improvements Plan (CIP) FY 2023-2027

Proposed 8/10/2021

ACQUISITION/REDEVELOPMENT

	Total Cost	FY 2023	FY 2024	FY2025	FY2026	FY2027	5 Year Total
Hillsboro Boulevard Commercial Acquisition						\$ 2,000,000	
ACQUISITION/REDEVELOPMENT TOTAL	\$ 2,000,000					\$ 2,000,000	\$ 2,000,000

PARKING IMPROVEMENTS

		FY 2023	FY 2024	FY2025	FY2026	FY2027	5 Year Total
Purchase of Island Entryway / NE 1st St Properties	\$ 2,000,000			\$ 2,000,000			\$ 2,000,000
Island Entryway Improvements	\$ 2,000,000				\$ 2,000,000		\$ 2,000,000
Main Beach Parking Lot	\$ 3,000,000		\$ 3,000,000				\$ 3,000,000
PARKING TOTAL	\$ 7,000,000		\$ 3,000,000	\$ 2,000,000	\$ 2,000,000		\$ 7,000,000

PARK IMPROVEMENTS

		FY 2023	FY 2024	FY2025	FY2026	FY2027	5 Year Total
Sullivan Park Facility	\$ 3,500,000	\$ 3,500,000					\$ 3,500,000
PARK TOTAL	\$ 3,500,000	\$ 3,500,000					\$ 3,500,000

OVERALL TOTALS	\$ 12,500,000	\$ 3,500,000	\$ 3,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 12,500,000
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