



CITY OF  
**MARGATE**  
Together We Make It Great

901 NW 66th Avenue, Margate, FL 33063 (954)979-6213



**Application For TEMPORARY USE PERMIT (TUP)**

Applicant: MARGATE - COLONNIT LK. KIWANIS  
 Address: 2990 NW 1<sup>ST</sup> AVE Phone: 954-993-2740  
PAMPANO, FL 33064 Email: MR@SRISTORANTE207@  
ATT.NET

TUP Description: CHRISTMAS TREE SALES  
 TUP Address: 1423 NO STATED 7 Anticipated Attendance: 50 PER  
MARGATE, FL Date(s): 11/22/19 - 12/27/19  
 Hours of Operation: 9 AM - 11 PM Set-up/Clearing Dates: 11/22 TO 11/25  
 Specific Activities: TREES & RELATED SALES 12-24 TO 12/27

Describe provision of water, electric, restrooms, and security: WATER FM NEIGHBOR;  
ELECTRIC - GENERATOR; PORTABLE TOILET;  
SECURITY - NONE

Fireworks display?:  Yes  No

Application fee: \$250 for TUP's which require City Commission approval; \$75 for all others. 501 Tax exempt organizations (other than 501c4) are exempt from this fee.

**Applications shall include:**

- Notarized affidavit from property owner, granting permission.
- Detailed site plan.
- Executed hold harmless agreement.
- Current insurance certificate naming the City as additional insured.
- Additional information including signage, parking, traffic circulation, building and fire prevention regulations, applicable food vendor or catering licenses from the Florida Department of Business and Professional Regulations.

Applications must be submitted at least 30 days prior to the start date of a TUP approved administratively.  
 Applications must be submitted at least 90 days prior to the start date of a TUP approved by the City Commission.

PROPERTY OWNER AFFIDAVIT AND PERMISSION TO PROCEED



I hereby certify that I am the owner of the property located at 1423 NORTH STATE ROAD 7,

being the subject property for this Temporary Use Permit application, and I hereby grant authorization to John Francis, Kiwanis to file this petition for the said Temporary Use Permit.

Jeffrey L. ORIS

Print owner's name

Jeffrey L. Oris

Signature of owner

Subscribed and sworn to before me this 18 day of September 2019.

Rita Rodi

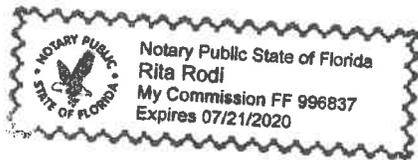
Print or type name of Notary

Rita Rodi

Signature of Notary

Personally known to me

Produced identification \_\_\_\_\_



CITY OF MARGATE



HOLD-HARMLESS AGREEMENT

RE: TEMPORARY USE

TUP Name/Description: MARGATE - COLONNET CR. KIWANIS

TUP Location: 1423 NO STATE RD 7

Date(s) of TUP: 11/22/19 - 12/27/19

Property Legal Description: MARGATE 2ND ADD 40-44 B PARCEL A RIV 12, LESS PDR DECLAS BEG NW COR SAID PAR A, S 17 E 39.86, N 7, E 195, N 10, W 234.86 TO POB

Pursuant to the requirements set forth in Section 3.24, of Appendix A, of the Code of the City of Margate, Florida, the applicants(s) for the temporary use described above do(es) hereby agree to indemnify, defend, and hold the City of Margate, its officers, and employees, harmless for any claim or suit arising out of the planning, organizing, or operation of this temporary use.

Applicant's Signature: [Handwritten Signature]

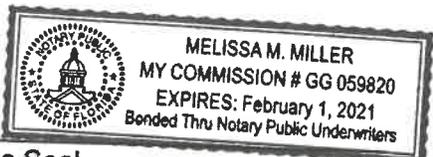
Applicant's Printed Name: JOHN R. FRANK

Applicant's Official Title: PRESIDENT

Organization/Corporation: MARGATE COLONNET CR. KIWANIS

Subscribed and sworn to before me this 18th day of September 20 19.

Melissa M Miller
Signature of Notary



Notary's Seal

[Checkmark] Personally known to me.

Produced identification:



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

**KIWANIS CLUB OF MARGATE-COCONUT CREEK, FLORIDA, INC.**

### Filing Information

**Document Number** 734606  
**FEI/EIN Number** 47-5439581  
**Date Filed** 12/16/1975  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 11/07/2011

### Principal Address

2990 N.W. 2ND AVENUE  
POMPANO BEACH, FL 33064

Changed: 11/07/2011

### Mailing Address

2990 N.W. 2ND AVENUE  
POMPANO BEACH, FL 33064

Changed: 03/14/2017

### Registered Agent Name & Address

Francis, John R  
2990 N.W. 2ND AVENUE  
POMPANO BEACH, FL 33064

Name Changed: 03/14/2017

Address Changed: 03/14/2017

### Officer/Director Detail

#### **Name & Address**

Title P

**Francis, John**  
2990 N.W. 2ND AVENUE  
POMPANO BEACH, FL 33064

Title Secretary

Gary, Jeff  
1671 NW 61st Avenue  
Margate, FL 33063

Title Director

Ronald , Huffman  
5600 Lakeside Dr.  
Margate, FL 33063

Title Director

Dennis, Cantlay  
4179 Carambola Circle South  
Coconut Creek, FL 33006

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2016	01/29/2016
2017	03/14/2017
2018	02/07/2018

**Document Images**

<a href="#">02/07/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/14/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/01/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/04/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/07/2011 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/29/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/17/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/11/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/04/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/01/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/19/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/21/1999 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

## Andrew Pinney

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**From:** Rita Rodi  
**Sent:** Wednesday, September 18, 2019 8:45 AM  
**To:** Andrew Pinney  
**Cc:** Jeffrey Oris  
**Subject:** Kiwanis Christmas Tree Sales  
**Attachments:** 082019 minutes excerpt.pdf; CRA APP.pdf; CRA Use Agreement.pdf

Andrew,

The MCRA Board approved the use of the CRA property at 1423 North State Road 7 by the Kiwanis for Christmas tree sales on August 20, 2019. They were approved for use of the CRA property for 36 days, including set-up and breakdown: November 22 through December 27<sup>th</sup>, and were told that they needed to go before the City Commission for approval of the 36 days because City Code limited such events to 30 days max.

Attached is a draft excerpt from the CRA meeting on the item. (The overall minutes have not been completed.)

John Francis said he would be stopping by your offices today to apply for the Temporary Use Agreement with the City. Attached are copies of the CRA Special Events Application and Temporary Use Agreement (for use of CRA property) that went before the Board. (The agreements are pending signature by the Board Chair and should be available next week if needed.)

Please let me know if you need anything further.

**Rita Rodi**

CRA Coordinator

Margate Community Redevelopment Agency

5790 Margate Boulevard

Margate, FL 33063

[rrodi@margatefl.com](mailto:rrodi@margatefl.com)

(954) 935-5330

Office Hours: Mon-Thurs (8:00am-6:00pm)



**TEMPORARY USE AGREEMENT**

THIS AGREEMENT, made and entered into this 21 day of August, 2019 by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, a body politic created pursuant to Florida Statute 163, Part III, hereinafter referred to as "CRA", and KIWANIS MARGATE- COCONUT LK & HAZI-T-TREE FARM, hereinafter referred to as the "Permittee".

**WITNESSETH:**

WHEREAS, CRA is the owner and manager of certain real property in the City of Margate, Broward County, Florida, as said property (the "Property") is legally described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Permittee has requested the use of the CRA's above-described property for 1423 N. STATE RD A; and

WHEREAS, CRA is willing to allow the Permittee to use said area for the purposes hereinafter defined.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, CRA hereby grants to the Permittee and the Permittee hereby accepts the use of the premises hereinafter defined upon the following terms and conditions:

**ARTICLE I  
BASIC PROVISIONS**

**Section 1.01 Premises.**

The premises subject to this Agreement consists of the area as depicted in Exhibit "A" attached hereto and by reference made a part hereof, (the "Premises").

Section 3.03 Governmental Regulations.

The Permittee shall, at the Permittee's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Permittee or its use of the Premises. The Permittee shall indemnify, defend and save CRA harmless from any and all penalties, fines, costs, expenses, suits, claims or damages resulting from the Permittee's failure to perform its obligations in this Section.

Section 3.04 Surrender of Premises.

Upon termination or expiration of this Agreement, the Permittee at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to CRA in the same condition the Premises were in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. If the Permittee fails to remove any of the personal property from the Premises, then upon expiration of the Term of this Agreement, CRA may remove said personal property from the Premises for which the cost the Permittee shall be responsible and shall pay promptly upon demand. Permittees may be charged additional rent on a pro rata basis for occupying the premises beyond the approved time frame in Section 1.02.

Section 3.05 CRA Events Policy

Any use of the Premises for events approved pursuant to the CRA's adopted Event Policy, as amended from time to time, shall adhere to all requirements of the Event Policy.

**ARTICLE IV  
REPAIRS AND MAINTENANCE OF PREMISES**

Section 4.01 Responsibility of the Permittee.

All portions of the Premises shall be kept in good repair and condition by the Permittee. At the end of the Term of this Agreement, the Permittee shall deliver the Premises to CRA in good repair and condition as specified herein. Permittee hereby agrees to immediately remove all trash, rubbish, debris, and equipment from the premises upon the termination of the term of their use and to return the premises to the Margate Community Redevelopment Agency in the same manner as it was at the inception of this Agreement. Permittee shall be responsible for electrical service that may be required.

Section 4.02.

The Permittee shall provide such evidence of its corporate good standing in existence to the CRA prior to occupancy, as well as a Certificate of Incumbency as to its current Directors and Officers.

**ARTICLE VI  
LEGAL EXPENSES**

In the event that it shall become necessary for CRA to employ the services of any attorney to enforce any of its rights under this Agreement or to collect any sums due to it under this Agreement or to remedy the breach of any covenant of this Agreement on the part of the Permittee to be kept or performed, regardless of whether suit be brought, the Permittee shall pay to CRA such reasonable fee as shall be charged by CRA's attorney for such services. Should suit be brought for the recovery of possession of the Premises, or for any sum due CRA under this Agreement, or because of the default by the Permittee of any of the covenants of this Agreement, the Permittee shall pay to CRA all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

**ARTICLE VII  
MISCELLANEOUS**

**Section 7.01 Entire Agreement.**

This Agreement and any Exhibits attached hereto and forming a part thereof as fully set forth herein, constitute all agreements, conditions and understandings between CRA and the Permittee concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon CRA or the Permittee unless reduced to writing and signed by them.

**Section 7.02 Notices.**

Any consents, approvals and permissions by CRA shall be effective and valid only if in writing. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return receipt requested, addressed:

- (a) If to CRA:  
CRA Executive Director  
5790 Margate Blvd.  
Margate FL 33063      with a copy to:

David Tolces, CRA Attorney  
Goren Cherof Doody & Ezrol  
3099 East Commercial Blvd. Suite 200  
Fort Lauderdale FL 33308

- (b) If to Permittee:

*KLINDIS MARGATE-COLONIA LV  
200 NW 7th Ave  
Pompano Beach, FL 33061*

**EXHIBIT "A"**

**Map/Address of Property**



**MARTY KIAR**  
**BROWARD**  
 COUNTY  
 PROPERTY APPRAISER

Site Address	1423 N STATE ROAD 7, MARGATE FL 33063	ID #	4841 25 02 0010
Property Owner	MARGATE COMMUNITY REDEVELOPMENT AGENCY	Millage	.1212
Mailing Address	5790 MARGATE BLVD MARGATE FL 33063-5129	Use	80
Abbr Legal Description	MARGATE 2ND ADD 40-44 B PARCEL A BLK 12, LESS POR DESC AS BEG NW COR SAID PAR A, S 17 E 39.86, N 7, E 195, N 10, W 234.86 TO POB		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	\$503,190		\$503,190	\$503,190	
2018	\$503,190		\$503,190	\$503,190	
2017	\$503,190		\$503,190	\$503,190	

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$503,190	\$503,190	\$503,190	\$503,190
Portability	0	0	0	0
Assessed/SOH	\$503,190	\$503,190	\$503,190	\$503,190
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 15	\$503,190	\$503,190	\$503,190	\$503,190
Taxable	0	0	0	0

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
3/5/2004	WD	\$451,400	37090 / 1082	\$10.00	50,319	SF
7/31/1996	WD	\$250,000	25220 / 301			
4/1/1994	WD	\$302,500	22010 / 645			
5/1/1990	D	\$100				
12/1/1988	WD	\$582,100				
				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

Please Note. The City of Margate levies a non-ad valorem fire assessment. The fire assessment, if any, is not included in the tax amounts shown above.

J.R.G.  
Petitioner  
KINDANK LUIR MADAGAZCAR - COCONUT  
Organization PK  
JOHN FRANCIS - PRESIDENT  
Print Name and Title

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, the undersigned authority, this 12 day of Aug, 2019,  
personally appeared John FRANCIS, who acknowledges  
that before me he/she freely and voluntarily executed this Agreement  
for the purpose therein expressed.

Personally Known ✓  
Produced Identification \_\_\_\_\_  
Type of I.D. \_\_\_\_\_



(seal)

Rita Rodi  
Notary Public, State of Florida

Rita Rodi  
Print Name

APPROVED AS TO FORM:

\_\_\_\_\_  
David N. Tolces  
CRA Board Attorney

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4A. **DISCUSSION & POSSIBLE ACTION: APPROVING A TEMPORARY USE AGREEMENT WITH THE MARGATE-COCONUTCREEK KIWANIS CLUB FOR THE SALE OF CHRISTMAS TREES AND RELATED ITEMS**

After Board Attorney David Tolces read the item title, Ms. Schwartz made the following motion, seconded by Mr. Caggiano:

**MOTION: SO MOVE TO APPROVE**

Jeffrey Oris, Executive Director, advised the Board of an area of concern. He explained that the Kiwanis were requesting to use the property for 36 days which included set-up, sales, and breakdown, however, the City's Code only allowed for 30 days. He said the Kiwanis would need to ask the City for an extension.

Ms. Schwartz commented about an issue with access to the property last year and asked why the former bank property was not used.

John Francis, 2990 N.W. 2<sup>nd</sup> Avenue, president of the Kiwanis, said they were not able to use the bank property due to the City Center litigation. He said ingress and egress were not a problem on the property they used last year.

Ms. Schwartz questioned why the Kiwanis could not use the bank property for tree sales since they were not holding a carnival. Mr. Caggiano asked Mr. Francis about their past tree sales at both properties and Mr. Francis said the property being requested was an excellent location and they sold out three times last year there.

Chair Ruzzano asked Mr. Francis which property he preferred and he said he wished to stay at the same property as last year. He said another location could be considered for next year if necessary, but the timing was an issue currently.

Attorney Tolces clarified that the motion was to approve the agreement with the use of the property for 36 days.

**ROLL CALL:** Mr. Arserio, Yes; Ms. Schwartz, Yes; Ms. Simone, Yes; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 5-0.

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4B. **DISCUSSION & POSSIBLE ACTION: RENT CONCESSIONS FOR TWO ACE PLAZA TENANTS: WAY BACK WHEN AND OCTAGON FINANCIAL ADVISORS, INC., DBA DAKZ**

After David Tolces, Board Attorney, read the item title, Mr. Caggiano made the following motion, seconded by Chair Ruzzano for discussion:

**MOTION: SO MOVE TO APPROVE**

Chair Ruzzano summarized that it was his understanding that the concessions were being requested because the MCRA did not perform additional work to which it had agreed. Jeffrey Oris, Executive Director, concurred.

Ms. Schwartz asked for an explanation of the free months rent that was mentioned in the lease. James Nardi, Advanced Asset Management, said both tenants were offered free rent for June and July for tenant repairs, and now they were seeking a waiver of rent for August caused by the delay. He explained that both tenant spaces required the replacement of air conditioning (HVAC) units, but there were also other tenants such as Ace Hardware and other vacant bays that were in need of HVAC replacements. He said the combined number of units exceeded the threshold amount allowed under the procurement guidelines for individual bids. He said a waiver of bidding was approved by the MCRA Board at the previous months meeting for the two tenants being discussed, and that process created a delay. He stated that the HVAC had been replaced at Way Back When and a repair had been made at one unit at Octagon Financial, a second one had been replaced, and bids were being reviewed for a third unit.

Ms. Schwartz asked why rent was being waived for Way Back When since their unit had been replaced and Mr. Nardi explained the timing of the various tenant repairs and that it made sense for the tenant to wait until the HVAC was done.

# APPLICATION FOR USE OF MARGATE CRA PROPERTY FOR SPECIAL EVENTS

Please review Margate Community Redevelopment Agency Event Policy prior to completion of this form (copy attached).

Event Name: KIWANIS OF MARGATE COLONIAL CK SALE OF TREES & RELATED ITEMS

Sponsoring Organization (must be a business, non-profit organization or religious institution located in the City of Margate)

Organization Name: KIWANK CLUB OF MARGATE - COLONIAL CK

Organization Address: 299D NW. 2ND AVE POMPANO BEACH, FL

Organization Contact Person 33064

Name: JOHN FRANCIS Phone Number: 954-973-2770

Email Address: MRSRISTORANTE207@ATT.NET

## Event Information

Location (circle one): ~~1000 N. State Road 7 (former Swap Shop)~~ ~~5701 Margate Blvd. NW corner of Margate Blvd. & State Road 7~~ 5700 Margate Blvd. SW corner of Margate Blvd. & State Road 7 Chevy Chase Shopping Ctr.  
1423 N. STATE RD 7

### Dates that property will be utilized

Event set-up: From 11/22/19 To 11/24/19 (maximum of 3 days per City ordinance)

Event operation: From 11/25/19 To 12/24/19

Event take down: From 12/25 To 12/27/19 (maximum of 3 days per City ordinance)

Hours that event will operate (if hours vary according to the day of the week, please specify):

9 AM - 11 PM

Estimated Attendance: LIMITED

Description of Event: SELLING TREES & RELATED ITEMS

### Check all activities that apply; add any others not shown below:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Food Vendors          | <input type="checkbox"/> Amusement Park Rides | <input type="checkbox"/> Fireworks       |
| <input type="checkbox"/> Arts & Crafts Vendors | <input type="checkbox"/> Kiddie Rides         | <input type="checkbox"/> Religious Event |
| <input type="checkbox"/> Other Product Vendors | <input type="checkbox"/> Bounce House         | <input type="checkbox"/> Circus          |
| <input type="checkbox"/> Alcoholic Beverages   | <input type="checkbox"/> Inflatables          | <input type="checkbox"/> Other: _____    |
| <input type="checkbox"/> Live Entertainment    | <input type="checkbox"/> Rock Climbing Wall   | <input type="checkbox"/> Other: _____    |
| <input type="checkbox"/> Car Show              | <input type="checkbox"/> Motorized Sports     | <input type="checkbox"/> Other: _____    |

SIEN

Sponsor (signature of authorized representative)

JOHN R. FRANCES

Print name and title

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, the undersigned authority, this 12 day of AUGUST, 2019, personally appeared John Francis who acknowledges that before me he/she freely and voluntarily executed this agreement for the purpose therein expressed.

Personally Known

Produced Identification; ID Number and Type of ID \_\_\_\_\_



Rita Rodi

Notary Public, State of Florida

Rita Rodi

Print Name

APPROVED BY \_\_\_\_\_ DATE: \_\_\_\_\_

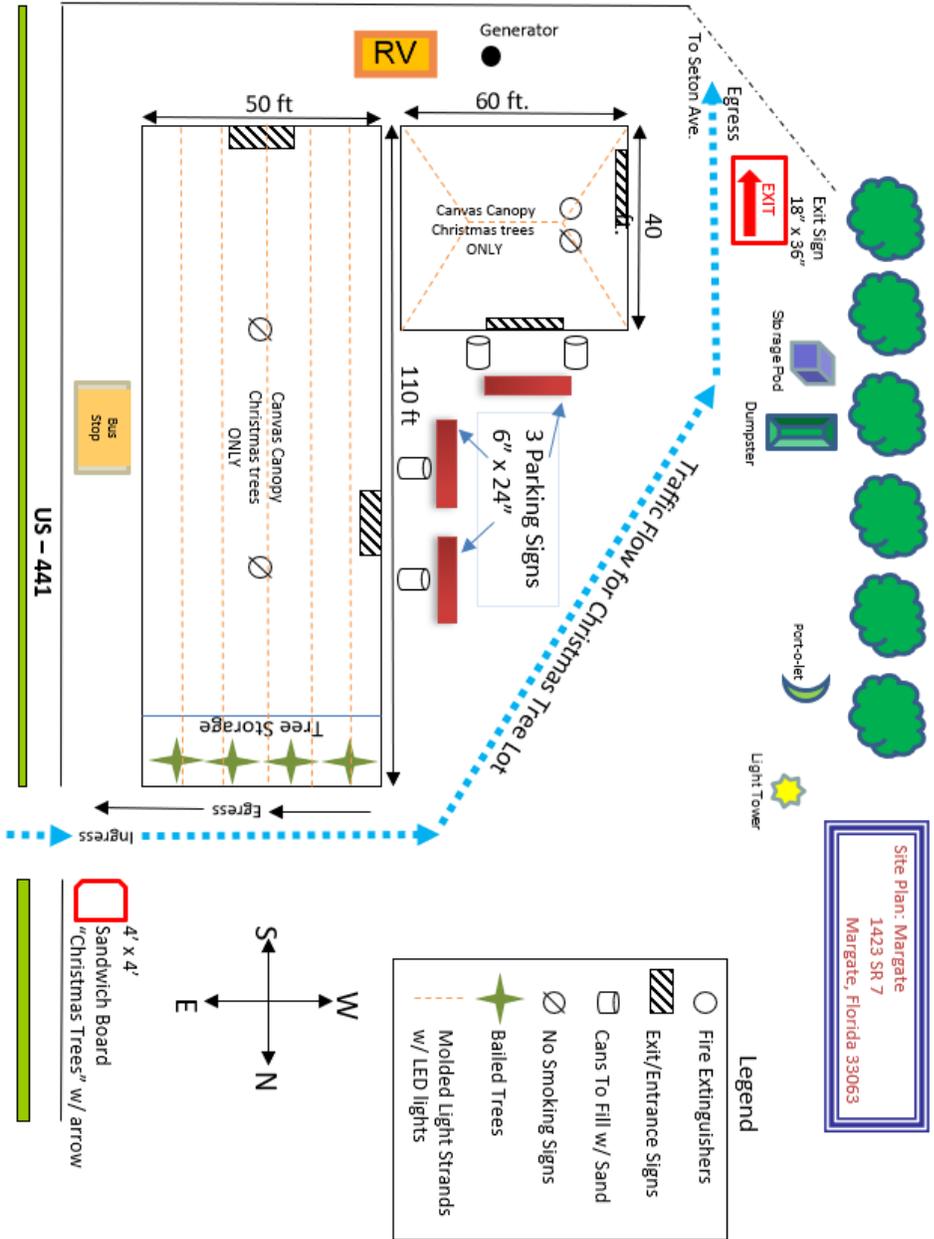
APPROVED BY \_\_\_\_\_ DATE: \_\_\_\_\_







1303 SR 7



Site Plan: Margate  
1423 SR 7  
Margate, Florida 33063

2019  
HTTF Lot #20  
Revised 11/4/2019