



**Margate Community Redevelopment Agency  
Commercial Façade Improvement Matching Grant Program**

**Agreement for Construction Reimbursement**

THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between:

Owner NND CAPITAL LLC  
(hereinafter referred to as "OWNER"; and

THE COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF MARGATE, FLORIDA  
(hereinafter referred to as "MCRA")

relates to the real property lying in the City of Margate, in Broward County, Florida, Property ID #484230030010 further described as follows:

Legal Description: IBEC ADD NO 2 47-21 B LOT 30 N 125

Complete Property Address: 2333 North State Road 7, Margate, Florida 33063

WHEREAS, the City of Margate has created a Community Redevelopment Agency; and

WHEREAS, the MCRA is charged with enhancing the appearance of the City of Margate within the Community Redevelopment area; and

WHEREAS, the MCRA has received tax increment funds to improve the Community Redevelopment area; and

WHEREAS, the MCRA wishes to utilize funds from its Redevelopment Trust Fund in accordance with its Redevelopment Plan; and

WHEREAS, the MCRA has created a fund to enhance the architectural appearance of commercial areas within the Community Redevelopment area within the City of Margate; and

WHEREAS, the MCRA has determined that the proposed design and improvements that OWNER has submitted meets the intent of the façade improvement program; and

WHEREAS, OWNER wishes to abide by all the guidelines approved by the MCRA for the façade improvement program.

NOW, THEREFORE, FOR CONSIDERATION contained herein, the parties agree as follows:

SECTION 1: That the above recitals are true and correct and are incorporated herein.

SECTION 2: OWNER of property shall receive a grant from the MCRA for design and construction of the façade improvements approved by the MCRA (with actual reimbursement to be based on final approved cost and with the MCRA grant not to exceed the lesser of \$50,000 or 50% of the total reasonable cost of construction as determined by the MCRA.

SECTION 3: OWNER agrees to use grant funds for design and creation of construction drawings and actual construction in accordance with the façade improvement plan submitted and approved by the COMMUNITY REDEVELOPMENT AGENCY.

SECTION 4: All grant funds shall be on a dollar-for-dollar match on a cash basis only. There shall be no in-kind transfers and only cash spent on eligible activities will be considered as a match. Only reasonable expenses for services shall be allowed. The MCRA shall determine what are reasonable expenses and eligible activities.

SECTION 5: Award of the grant shall be forfeited if the construction of the façade improvement is not commenced within one hundred eighty (180) days of the date of the Agreement or completed to the MCRA's satisfaction within five hundred forty five (545) days of the date of the Agreement. The grant shall be considered abandoned and the MCRA shall not be obligated to make any reimbursement.

SECTION 6: The final appearance of the completed construction shall be exactly as the design drawing submitted by OWNER to MCRA, and adopted by MCRA. If any alterations to the design must be made, OWNER shall immediately make the MCRA aware of such necessary alterations and such alteration must be approved by the MCRA prior to their construction. The MCRA reserves the right to add additional criteria or reject designs or alterations to design for any reason. If alterations are made by OWNER without approval of or after being rejected by MCRA, the award of grant shall be forfeited and no reimbursement of any portion, neither architectural nor construction, shall be made by MCRA.

SECTION 7: Funds shall be dispersed only on a reimbursement basis and only upon completion of the construction to all the specifications approved by the MCRA including preparation of plans by a State Licensed Architect and construction of façade improvements by a State of Florida Licensed Contractor. Project must comply with all applicable laws, ordinances and regulations including all permitting and zoning laws and meet approval by the MCRA. Funds will be dispersed after the inspection of the project by the MCRA and all permits are closed.

SECTION 8: OWNER agrees that OWNER shall not change the appearance of the structure enhanced by the grant OWNER has received within five (5) years of the date of this agreement, without the permission of the MCRA. If any provision of this agreement is violated, OWNER or successor OWNER shall repay all funds granted, plus interest at the prevailing rate (but not to exceed 8%) from the time that grant funds were disbursed.

SECTION 9: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 10: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

SECTION 11: OWNER agrees that for OWNER, heirs, assigns, and successor OWNERS in title are to be bound by this agreement. OWNER agrees that this agreement shall be recorded in the Public Records of Broward County, Florida, upon disbursement of funds.

SECTION 12: OWNER agrees that the MCRA shall have a right to place a sign on OWNER's property during the construction period, announcing the project, the CRA as a source of funding, and/or any other such information that the MCRA deems appropriate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner (or authorized officer if not individuals)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, the undersigned authority, this \_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, 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. \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

(seal)

\_\_\_\_\_  
Print Name

**MARGATE COMMUNITY REDEVELOPMENT AGENCY USE ONLY BELOW LINE**

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By: \_\_\_\_\_  
Lesa Peerman, Chair

By: \_\_\_\_\_  
Diane Colonna, Executive Director

Agreement Prepared by:  
Margate Community Redevelopment Agency  
5790 Margate Boulevard, Margate, FL 33063



## The Margate Community Redevelopment Agency

### Commercial Property Façade Improvement Grant Program Application Form

(Please type or clearly print)

Address of Property to be Improved: 2333 N SR7, Margate, FL 33063

Folio Number: 484125080310

Current Use(s) of Property (Office, retail, etc.): office & Retail

Name of Property or Center (if any): Coral Gate Plaza

Applicant's Name: Roy Rafter belm/p of MVD capital

Applicant's Address: 913 Walnut Dr, Tenafly, NJ 07670

Applicant's Phone Number: 561-8593333

Applicant's E-mail: Roy.G.wisesim.com

Property Owner's Name (if different from Applicant): MVD Capital LLC

Property Owner's Address: \_\_\_\_\_

Property Owner's Phone Number: \_\_\_\_\_

Property Owner's E-mail: \_\_\_\_\_

Anticipated Cost of All Improvements on site: \$ 356,093

Anticipated Amount to be Requested from MCRA: \$ 50,000

All required attachments listed below must accompany the application form.  
Applications must be complete and correct for the MCRA to consider.

## **Application Checklist**

- ☐ Signed and completed application form.
- ☐ Copy of executed commercial lease (if tenant) or warranty deed (if owner).
- ☐ If applicant is a tenant, signed and notarized authorization by property owner is required.
- ☐ Business Plan or Executive Summary describing the use, management and occupancy of the property.
- ☐ Legal Description of the property.
- ☐ Narrative description of entire project being undertaken, including sources of financing.
- ☐ Detailed budget for entire project with breakdown of exterior improvements for which reimbursement is being requested from Program.
- ☐ A minimum of two bids/quotes from licensed, insured contractors.
- ☐ Preliminary construction schedule.
- ☐ Photograph of existing conditions with at least one photo showing adjacent properties- digital file and hard copy.
- ☐ Site plan or survey that accurately reflects the existing property-digital file and hard copy.
- ☐ Preliminary site plan and elevations of proposed improvements that enable staff to determine quality of design- digital file and hard copy.
- ☐ Color chips and material samples.

I hereby submit this form and all required attachments as application to the Margate Community Redevelopment Agency (MCRA) to be considered for a Grant under MCRA's Commercial Property Façade Improvement Grant Program.

I understand that no work may be performed nor any contracts for work entered into by the applicant or their agents until approval of this request is received in writing from the MCRA. Improvements completed prior to approval are not eligible for reimbursement.

I further understand the MCRA Board has, at its sole discretion, the right to final determination for all aspects of the Commercial Property Façade Improvement Grant Program. This final determination may include, but not be limited to, ranking of applicants, final amount granted to any applicant, applications to be funded, all conditions of funding, approval of all architectural plans and materials to be used in any construction.

I have read and understand the MCRA's Commercial Property Façade Improvement Grant Program Policies and Procedures.

  
\_\_\_\_\_  
Signature of Applicant

Roy Raiter  
\_\_\_\_\_  
Print Name

9/26/2016  
\_\_\_\_\_  
Date

Atlas Construction & Management, LLC

1210 Stirling Road  
Suite 1B  
Dania Beach, FL 33004

# Estimate

Date	Estimate #
9/15/2016	11053

Name / Address
nnd capital.llc ROY Raiter 2333 N state Road 7 margate FL,33063

			Project
Description	Qty	Rate	Total
EXTERIOR FRONT FACADE RENOVATION AS PER PLANS MADE BY NAGI ARCHITECTURE DATED : 09/07/2016 SHEET A-1		0.00	0.00
Plans- Architectural and engineering	1	10,000.00	10,000.00
Demolition and haul away debris including stairs wall,facade framing,and window removal.	1	9,100.00	9,100.00
Wall Framing- to allow new bigger window installation.and columns as per new plan	1	18,400.00	18,400.00
Apply Stucco and patch exterior wall as per plan.	1	8,600.00	8,600.00
mobilization scaffolding and lifts as needed,trash dumpsters barricades,,	1	3,600.00	3,600.00
Windows as per window schedule including installation	1	41,200.00	41,200.00
RAILING SYSTEM- new as per plan	1	4,220.00	4,220.00
Over Head and profit at %20	1	19,024.00	19,024.00
CGC1512320, CFC1428476		<b>Total</b>	<b>\$114,144.00</b>

Prior to Application

105,044



**Roy@wisesim.com**

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**From:** DGSIGNWORKS@aol.com  
**Sent:** Tuesday, September 20, 2016 3:19 PM  
**To:** roy@wisesim.com  
**Subject:** SIGN QUOTE

ROY

REPLACE EXISITING LETTERS

18" LETTERS

LETTERS & INSTALLATION	\$1440.00
SALES TAX	\$86.40
ENGINEERING	\$175.00
PAPERWORK,INSPECTION	
& PERMITS	\$300.00
SUB TOTAL	\$2001.40
CITY PERMIT FEES	\$250.00-\$350.00

24" LETTERS

LETTERS & INSTALLATION	\$1890.00
SALES TAX	\$113.40
ENGINEERING	\$175.00
PAPERWORK,INSPECTION	
& PERMITS	\$300.00
SUB TOTAL	\$2478.40
CITY PERMIT FEES	\$250.00-\$350.00

PRICE DOES NOT INCLUDE TAKE DOWN OR PATCHING

ANY QUESTION PLEASE CALL 954-984-9637

THANK YOU  
GAIL  
D&G SIGNWORKS