

BUSINESS INCENTIVE GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **Margate Community Redevelopment Agency**, a Florida body corporate and politic (“CRA”) and **The No Family Dental, PA dba Molar Bear Dental**, a Florida corporation authorized to do business in the State of Florida, located at 533-535 N. State Rod 7, Margate, FL 33063, (“Recipient”).

- (A) After construction is completed and upon receipt of all documentation relating to the projects costs, the CRA shall reimburse Recipient for fifty percent of the construction costs up to a maximum grant of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), (the “Grant Funds”). In the event that Recipient fails to complete the improvements by the Completion Date, CRA shall not be liable for reimbursement for any construction costs unless the CRA Chair agrees in writing.
- (B) Applicable improvements authorized for reimbursement as part of this grant agreement are limited to new construction and renovations located at 533-535 N. State Road 7, Margate, Florida. The applicable improvements are more fully described in **Exhibit “A”**, which is attached hereto and incorporated herein by reference.
- (C) The CRA shall not be liable for payments for services beyond the scope of the CRA applicable improvements, for improvements which are made after the project is completed, or for improvements made after the CRA has authorized reimbursement to the Recipient.
- (D) The CRA shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.

Recipient obligation and responsibilities:

- (A) The CRA agrees to provide, and, subject to the terms and conditions of this Agreement, Recipient agrees to accept grant funds in an amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00). Such Grant Funds shall be paid on a reimbursement basis and shall only be fifty percent of the cost of eligible improvements up to a maximum grant amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00); and
- (B) Recipient acknowledges and agrees that the grant funds are to be used solely for reasonable costs associated with the undertaking interior construction or renovation of the commercial operating space at the property located at 533-535 N. State Rod 7, Margate, FL 33063 (the “Property”).
- (C) Recipient acknowledges that he/she is the owner of the Property or lessor of the Property for a minimum of five (5) remaining years, and as such he/she is authorized to contract for interior building improvements; and
- (D) Prior to commencing any work, the Recipient shall submit final plans or description of work (as applicable) and final construction costs as documented by signed agreements with a contractor(s) licensed to do work in the City of Margate, to the CRA. The final plans or

description of work shall include (as applicable), but not necessarily limited to architectural drawings, shop drawings, and color samples. The final plans or description of work shall be consistent with the information provided in the application which was reviewed and approved by the CRA, or the Recipient shall not be eligible for any Grant Fund reimbursement. All plans shall also be consistent with applicable City regulations, and shall only be for applicable improvements as provided in **Exhibit “A”**; and

- (E) Recipient agrees that all work agreed to in the Grant Agreement must commenced within forty five (45) days after effective date of this Agreement; and
- (F) Recipient agrees that all grant related improvements as set forth in the application shall be completed one hundred and eighty (180) days from the date of execution of this Agreement and no Grant Fund reimbursement payments shall be made prior to completion; and
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; including the City’s major thoroughfare guidelines; and recipient shall agree to the placement of a CRA sign upon their property for the duration of the grant and for an additional sixty (60) days after the completion date.
- (G) Recipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the grant improvements, sufficiently and properly reflect all expenditures of funds provided by the CRA under this Agreement; and
- (H) The Recipient shall submit to the CRA not more than thirty (30) days after the improvements project is completed, all supporting documentation, including but not limited to the following:
 - a. Paid receipts (and releases of lien if applicable) for all applicable improvements for which reimbursement is requested and authorized;
 - b. Two (2) 8x10 photographs of the completed improvements;
 - c. Documentation relating to the construction costs expended for the applicable improvements on the Property; and
 - d. Certificate of occupancy, certificate of completion, or proof of closeout of all applicable permits.
 - e. Copy of current Local Business Tax Receipt for The No Family Dental, PA dba Molar Bear Dental.
- (I) The Recipient agrees to operate and maintain the Project and Property in accordance with commonly-accepted industry standards for the life of the Project. The Recipient shall keep and maintain the Project interior and exterior in good and safe condition and shall make repairs in a timely fashion. The Recipient shall use all reasonable efforts to prevent damage or disrepair to the Project.

Terms of Agreement

This Agreement shall commence upon execution and shall be in full force and effect for two (2) years following the project Completion Date. For purposes of this Agreement, the term “Completion Date” shall mean the date upon which the CRA provides the final Grant Fund

Payment, unless otherwise terminated by the mutual consent of both parties.

In the event that the Recipient fails to commence construction on the improvements within forty five (45) days from the date of execution of this Agreement, CRA reserves the right to terminate this Agreement upon seven (7) days' notice to Recipient.

The Project must be completed and all permits and liens satisfied within one hundred and eighty (180) days from the date of execution of this Agreement. Reimbursement will be provided within thirty (30) days of providing all required documentation to the CRA, subject to the CRA's sole and absolute discretion and satisfaction. The Recipient may request an extension from the CRA Board of Commissioners if the Project is expected to exceed one hundred and eighty (180) days.

Properties listed for sale may not apply. Properties sold within two (2) years of receiving grant funding must repay the full amount;

Business Incentive Grant Declaration

The CRA and Recipient agree to record upon completion, this Business Incentive Grant Agreement, which shall be recorded in the public records of Broward County. The CRA shall pay the costs of such recording. The CRA shall not provide reimbursement of the Grant Funds until this Agreement is recorded.

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Designated Representatives

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

AS TO AGENCY: Sam May, Executive Director
Margate, Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063

COPY TO: Donald J. Doody, General Counsel
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

AS TO GRANTEE: Dr. Tuong Ai Ngo
533-535 N. State Road 7
Margate, FL 33063
Telephone No. (561)307-0580

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of the date and year set forth above.

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MARGATE COMMUNITY REDEVELOPMENT AGENCY

Tommy Ruzzano, Chair

Samuel A. May, Executive Director

Print Name

Print Name

____ day of _____, 2018

____ day of _____, 2018

RECIPIENT

WITNESS:

By: _____

Print Name: _____

Print Name: _____

Date: _____

Print Name: _____

Project Completed _____

Amount _____

Date of Check _____

TEKTONICA INDUSTRIES, INC.

CGC1505694

CCC1327744

#3 TURTLE CREEK RD. TEQUESTA, FL 33469

PHONE: (561)745-2858

FAX: (561)743-1850

08-08-2018

PROPOSAL/CONTRACT

Job: 533 N state Road 7 Margate Florida

New dental office Buildout.

1. Dowel, termite spray, lay 6-milimeter visqueen and Pour 3000 PSI Fiber mesh concrete. Smooth Finish. Includes Concrete Pump in all floor cuts
2. Plumbing as follows:
 - Run all underground rough plumbing tie into existing sanitary as shown on plans.
 - Tie into existing water service
 - Install 1 bathroom r All Standard builder's grade fixtures.
 - Install all new Plumbing and Vacuum systems to dental chairs and equipment
 - Plumber to provide floor cuts.
3. Frame all walls with 25 gauge studs to 8'-0" , Hang 5/8" drywall and Finish all walls level 4 finish
4. Electric as per plan.
5. HVAC as per plan.
6. Flooring as Follows:
 - Furnish and install standard builder grade tile. 18" x18" Porcelain standard thin set application. Allowance for labor and material set at \$6.00 per sq foot.
7. Supply and install Acoustical ceiling as per plan: 15/16 Grid and 2X2 lay in tile. If you want R-19 Insulation above add \$800.00 to the bid
8. Millwork as follows:
 - Install Standard builder grade interior doors and casing
 - Install Formica counter on front 2 steps at front.
 - Install 8 feet of uppers and lowers with Formica top Standard cabinets. \$1200.00 allowance.
 - Install 5-1/4" base board throughout.
9. Paint doors and trim Semigloss, Paint walls flat. 2 colors on walls.
10. Misc.:
 - 2- handicap bars
 - dumpsters
 - 2-Fire extinguishers
 - 1-small mirrors
 - 1- TP holder
 - All Standard builders grade.

Notes: we will pull permit just need to be reimbursed for all fees.

TOTAL PRICE \$66,250.00

BUDGET BREAKDOWN:

- New HVAC & connctions--\$10,000
- Plumbing-\$12,000
- Electrical-\$10,000
- Flooring-\$5,000
- Frame Walls & Dowel-\$13,000 (with insulation)

Ceiling-\$4,800
Millwork & paint--\$11,450

ACCEPTANCE OF PROPOSAL/ AGREEMENT

OWNER/AGENT: _____ DATE: _____
(FACSIMILE SIGNATURE IS VALID AND BINDING)

WITNESS: _____ DATE: _____
(FACSIMILE SIGNATURE IS VALID AND BINDING)

RESPECTFULLY SUBMITTED BY: _____ DATE: _____

(FACSIMILE SIGNATURE IS VALID AND BINDING)

ALL MATERIALS ARE GUARANTEED AS SPECIFIED, AND THE WORK PERFORMED IS IN ACCORDANCE WITH THE SPECIFICATIONS LISTED. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND WILL COMPLY WITH STATE BUILDING CODES. THIS PROPOSAL IS VALID FOR 30 DAYS. ANY DEVIATION FROM THIS PROPOSAL/ AGREEMENT IS SUBJECT TO CHANGE ORDER. ALL BILLS ARE DUE UPON RECEIPT AND ARE PAST DUE AFTER 10 DAYS. INTEREST OF 1.5% MONTHLY WILL BE CHARGED ON ALL PAST ACCOUNTS. ANY LEGAL FEES INCURRED BY TEKTONICA INDUSTRIES, INC., COLLECTING PAST DUE ACCOUNTS WILL BE ADDED TO THE PAST DUE BALANCE. TEKTONICA INDUSTRIES, INC. IS NOT RESPONSIBLE FOR SUDDEN INCREASES IN MATERIAL PRICES.