

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 592

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, APPROVING A BUSINESS INCENTIVE GRANT AGREEMENT IN AN AMOUNT NOT TO EXCEED \$25,000 WITH THE VO AN VIETNAMESE RESTAURANT, LOCATED AT 1821 N. STATE ROAD 7, MARGATE, FLORIDA; PROVIDING FOR THE APPROPRIATE CRA OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency approves the Business Incentive Grant Agreement in an amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00) with The Vo An Vietnamese Restaurant (the "Agreement").

SECTION 2: That the Chair is hereby authorized and directed to execute the Grant Agreement on behalf of the Margate Community Redevelopment Agency, a copy of which is attached hereto and specifically made a part of this Resolution as Attachment "A".

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 13<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
Chair Tommy Ruzzano

RECORD OF VOTE

Arserio	Yes
Schwartz	Yes
Simone	Yes
Caggiano	Yes
Ruzzano	Yes

## BUSINESS INCENTIVE GRANT AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of May, 2019, by and between the Margate Community Redevelopment Agency, a Florida body corporate and politic ("CRA") and **Vo An Vietnamese Restaurant LLC**, a Florida corporation authorized to do business in the State of Florida, located at 1821 North State Road 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 1821 North 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). 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 1821 North State Road 7, Margate, FL 33063, Margate, Florida (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 be commenced within forty five (45) days after Board Approval of this agreement, and acknowledges that the Board Approval occurred March 13, 2019; and
- (F) Recipient agrees that all grant related improvements as set forth in the application shall be completed no later than one hundred and eighty (180) days from the date Board Approval of this Grant Agreement, that Board Approval occurred on March 13, 2019, and no Grant Fund reimbursement payments shall be made prior to completion; and
- (G) 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.
- (H) 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
- (I) 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. Electronic 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 Vo An Vietnamese Restaurant (the "Project").
- (J) 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**

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This Agreement shall be effective upon execution by the CRA, 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 Board Approval 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 no later than one hundred and eighty (180) days from the date of Board Approval 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.

Recipient agrees that in the event Recipient sells the Project within two (2) years of the Completion Date, then the Recipient shall repay the entire grant amount back to the CRA.

#### **Business Incentive Grant Declaration**

The CRA and Recipient agree to record upon issuance of the grant funds, 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: Mr. Phong Truong  
1821 N. State Road 7  
Margate, FL 33063  
Telephone No. (954) 560-5410

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

TOMMY RUZZANO  
Print Name

8 day of MAY, 2019

  
Samuel A. May, Executive Director

SAMUEL A. MAY  
Print Name

8 day of MAY, 2019

**RECIPIENT**

By: 

Print Name: Phong T. Ruong

Date: 05/8/19

**WITNESS:**



Print Name: Melissa M. Miller



Print Name: PAUL ROBINSON

Project Completed \_\_\_\_\_

Amount \_\_\_\_\_

Date of Check \_\_\_\_\_



STEVEN L COHEN + ASSOCIATES P.A., AIA  
ARCHITECTS • INTERIOR DESIGNERS

December 20, 2018

City of Margate  
Planning & Zoning Department  
901 N.W. 66th Avenue  
Margate, FL 33063

**Vo An Vietnamese Restaurant**  
**1821 N. State Road 7**  
**Margate, Florida 33063**

TO WHOM IT MAY CONCERN

PLEASE ACCEPT THIS LETTER AS OUR PRELIMINARY COST ESTIMATION FOR THE PROPOSED RENOVATION WORK FOR THE PROPERTY LOCATED AT 1821 N. STATE RD 7, FOR CONVERSION INTO A NEW VO AN VIETNAMESE RESTAURANT. OUR PRELIMINARY COST ESTIMATES, BROKEN OUT INTO SCOPE OF WORK BY GENERAL DIVISIONS, IS AS FOLLOWS:

INTERIOR ONLY:

1. NEW PAINT INTERIOR AREA: \$6,600.00.
2. NEW INTERIOR PORCELAIN TILE FLOOR THRU OUT BATHROOM: \$12,540.00.
3. REPLACE AND PROVIDE NEW APPLIANCES, INCLUDING INSTALLATION: \$13,500.00.
4. UPGRADE RESTROOM TO MAKE THEM ACCESSIBLE, INCLUDING NEW FIXTURES PLUS UPGRADE AND EXPAND PLUMBING IN KITCHEN AND NEW BAR AREA: \$14,575.00.
5. NEW KITCHEN HOOD SYSTEM, INCLUDING VENTILATION AND EXHAUST: \$31,000.00.
6. REPLACE AND PROVIDE NEW AIR CONDITIONING UNITS THRU OUT RESTAURANT INSIDE AND DUCTWORK: \$31,800.00.





7. UPGRADE THE ELETRICAL SYSTEM EXISTING INTERIOR MAIN PANEL AND OUTLETS, FIXTURES (LED), AND BREAKERS: \$25,870.00

TOTALS ESTIMATE COST FOR THE INTERIOR \$135,885.00

OUR PRELIMINARY CONSTRUCTION SCHEDULE ESTIMATE FOR THE INTERIOR AREA ONLY IS AS FOLLOWS:

- PERMIT ISSUANCE BY END OF JANUARY ,2019
- DEMOLITION OF THE EXISTING KITCHEN HOOD AND VENTILATION SYSTEM COMPLETED BY FEBUARY 5, 2019
- COMPLETION OF UPGRADED MECHANICAL SYSTEM AND DUCWORK BY FEBURAR 28, 2019
- COMPLETION OF INTERIOR ELECTRICAL UPGRADES BY MARCH 28, 2019
- COMPLETION OF UPGRADED RESTROOMS, BAR AND APPLIANCE INSTALLATION BY MARCH 28, 2019
- COMPLETION OF INTERIOR PAINTING AND WALL FINISHES BY APRIL 10, 2019
- COMPLETION OF INTERIOR FLOORING BY APRIL 20. 2019

Please contact us should you have any questions.

Steven L. Cohen – President  
Steven L. Cohen & Associates, P.A.



