

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 557

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE GUIDELINES FOR THE EXISTING COMMERCIAL AND INDUSTRIAL PROPERTY IMPROVEMENT PROGRAM AS OUTLINED ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: That Board of the Margate Community Redevelopment Agency hereby approves the guidelines for the Existing Commercial and Industrial Property Improvement Program hereto attached as Exhibit "A".

SECTION 2: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 10TH day of July, 2018.



Chair Tommy Ruzzano

RECORD OF VOTE

Schwartz Yes

Peerman Yes

Simone Yes

Caggiano Yes

Ruzzano Yes



Margate Community Redevelopment Agency

Existing Commercial and Industrial Property Improvement Program

1. Overview

The Existing Commercial and Industrial Property Improvement Program is designed to significantly improve the appearance of the exteriors and landscaping of existing commercial and industrial properties within the Margate Community Redevelopment area. The program's mission is to stimulate revitalization and private sector capital investment by proactively addressing deteriorating property conditions and encouraging improvements which increase economic vitality.

Proposed project must be a comprehensive renovation of the property. Project must include significant exterior improvements of the building, enhanced landscaping, lighting and pedestrian access features, and must comply with ADA Accessibility Guidelines.

Objectives

- Encourage property investment that directly relates to improving the aesthetics of existing commercial and industrial properties.
- Significantly enhance commercial and industrial properties curb appeal to help new and existing businesses succeed.
- Support renovations to reduce blighted conditions.
- Create positive momentum towards community development.
- Attract and retain local businesses.
- Increase property values.



- Provide a catalyst for others to improve their buildings aesthetics.

Program Description

The Existing Commercial and Industrial Property Improvement Program will provide financial assistance as a reimbursement after project completion to eligible existing commercial and industrial properties for a comprehensive project of building exterior and landscaping improvements. The incentive consists of a forgivable loan in an amount equal to 80% of eligible project costs for an amount not to exceed \$750,000. MCRA funding cannot exceed 50% of the Broward County Property Appraiser's Office (BCPA) assessed value of the property (land and improvements) for the current year at the time of the application approval by the MCRA Board.

The Margate Community Redevelopment Agency (MCRA) will place a vanishing lien on the property for a period of ten years for the total amount disbursed. The amount of the vanishing lien will decrease 10 percent each anniversary of the loan. Example below:

Loan Anniversary	Total Amount Disbursed	10% Reduction	Amount Owed to the MCRA
0	\$750,000		\$750,000
1		\$75,000	\$675,000
2		\$75,000	\$600,000
3		\$75,000	\$525,000
4		\$75,000	\$450,000
5		\$75,000	\$375,000
6		\$75,000	\$300,000
7		\$75,000	\$225,000
8		\$75,000	\$150,000
9		\$75,000	\$75,000
10		\$75,000	\$0

**Please note that actual numbers may vary depending on the amount of the funds disbursed.*

Eligible Properties

- a. The existing commercial or industrial property is defined as a property with a use intended to generate profit.
- b. Property must be located within the boundaries of the Margate Community Redevelopment area (map below).

Initials: _____



- c. Eligible participants may be individuals, sole proprietorships, partnerships or any other legally identified form of a for profit commercial or industrial property owner.

Eligible Expenses

The City of Margate requires permits for most of the eligible improvements listed below. It is imperative that property owners obtain all necessary building permits before beginning any improvement work.

All work must be performed in a first class workmanlike manner in compliance with all applicable State, county and City of Margate regulations and Building Code. Eligible expenses are those reasonable costs associated with undertaking a substantial exterior and landscaping improvement to an existing commercial or industrial property. Those include:

- | | |
|---|---------------------|
| • General façade improvements including removal/replacement of façade covering material | • Fencing |
| • Monument signs | • Exterior lighting |

Initials: _____

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- | | |
|---|---|
| • Handicap accessibility improvements | • Sidewalk repair |
| • Exterior building repairs | • Landscaping and irrigation (plant materials, trees, irrigation systems, installation) |
| • Exterior painting | • Outdoor planters and street furniture |
| • Tuck-pointing and masonry repair | • Removal of barbed wired, razor wired fences, window bars |
| • Window and door repair/replacement | • Fees for design and architectural services |
| • Storefront (entrance) repair/replacement | • Parking lot paving and striping |
| • Bicycle parking | • Canopies and awnings |
| • Other similar improvements not listed above | |
-

Ineligible Improvements

-
- | | |
|---|--|
| • Expansion of existing building(s) | • Improvements to buildings constructed within the last 5 years |
| • Improvements in progress or completed prior to application approval | • Roof repairs (other than those portions that directly attach to a new or renovated façade or pitched roof) |
| • Equipment, mechanicals and HVAC systems | • Security systems (alarm systems and security cameras) |
| • Any interior work not related to the eligible projects | • Routine maintenance that is not part of an eligible façade improvement project |
| • Landscaping regular maintenance | • Improvements on properties not zoned for commercial or industrial use |
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2. Guidelines

Funding Guidelines

- Existing Commercial and Industrial Property Improvement Program will provide financial assistance as a reimbursement after project completion to eligible existing commercial and industrial properties for a comprehensive project of building exterior and landscaping improvements.
- The incentive consists of a forgivable loan in an amount equal to 80% of eligible project costs for an amount not to exceed \$750,000.
- MCRA funding cannot exceed 50% of the BCPA assessed value of the property (land and improvements) for the current year at the time of the application approval by the MCRA Board.
- Exterior and landscaping improvements must be across the entire property.
- Exterior improvements must adhere to the City of Margate Design Standards.
- Proposed project must meet Americans with Disabilities Act (ADA) accessibility standards.
- The proposed project must comply with the MCRA Implementation Plan, Citywide Design Standards, applicable land use regulations and current Code requirements, subject to review/approval by the City of Margate's Development Services Department, MCRA Staff and MCRA Board.
- Improvements must support the objectives and goals of the MCRA Plan.
- Applicant must be the property owner.
- Exterior and landscaping improvements made with MCRA program funding will not be altered unless pre-approved by the MCRA for a minimum of 10 years after completion, and property will be maintained in accordance to the City's Property Maintenance Standards Ordinance.
- If any contractual provisions are not met, the MCRA has the right to demand from the property owner the return of any funds disbursed plus interest at the prevailing rate but not exceed eight percent (8%).
- No work covered by the program application is to be undertaken without written approval of program funding from MCRA.
- The program will not provide reimbursement for any work previously done or already underway prior to the MCRA Board's approval of the program award.

Initials: _____



- Nonprofit organizations are not eligible for this program.

Other Conditions

- Program will be available on a first-come, first-served basis and depending on funding availability.
- All property taxes and City utilities must be current in order to apply and remain current.
- All work must be done by a licensed contractor.
- Any applicant that is delinquent on any other assistance from the MCRA is not eligible for any further assistance.
- Funding may be used to repair or bring to compliance code violations related to eligible projects under the program. However, it will be required that any other code violation is brought to compliance prior to the Board approval of the application.
- Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind and must remain free of all municipal and county liens, judgments or encumbrances of any kind during the term of the agreement. Failure to do so may impact payment of the reimbursement award. To ensure this, the MCRA will perform a lien search on the property, which will be deducted from the program funding to the recipient. All recording costs associated with this program will be deducted from the funding to the recipient.
- The MCRA reserves the right, at its sole discretion, to make any final determinations as to how this program will be offered and implemented. This may include, but not limited to ranking of applicants, which applicants will be funded, all conditions of funding, approval of plans, designs and materials to be utilized. Applicants, even those that meet the eligibility requirements, may not be approved if a project conflicts with the objectives and goals in the MCRA Plan.

Terms and Obligations

- Approved program applications, will require the execution of an Agreement between the property owner(s) and the MCRA.
- A vanishing lien is recorded on the property for a period of ten (10) years.
- In the event that the MCRA is disbanded all obligations will be transferred to its successor agency.

Initials: _____

3. Procedures

Applicants are advised that it may take between 60 and 90 days to fully process an Existing Commercial and Industrial Property Improvement Program Application, depending upon the completeness of the Application and back up information, and the MCRA Board meeting schedule. The MCRA Board meets on a monthly basis. Once an application is fully complete it is anticipated that it will be presented to the Board at the next available meeting.

Submitting the Existing Commercial and Industrial Property Improvement Program Application

Every documentation provided to the MCRA as part of the application will become a Public Record and as such are viewable to the public and not considered confidential, subject to any exemptions provided by Florida Law.

1. Schedule an appointment with MCRA staff as early in the process as possible to discuss project and make sure it meets program intent. Please call 954-935-5307 or e-mail cra@margatefl.com.
2. Meet with the MCRA and Development Services Department for a preliminary review of proposed renovations to property.
3. Compile application materials and submit complete application to the MCRA Office. Application must be completed in its entirety, including attaching all required documents. Incomplete applications will be returned to the applicant and not processed, nor considered for participation in the program.
4. MCRA staff reviews application, conducts a site inspection and notifies applicant of any missing information.
5. Complete application package and Program Agreement signed by applicant are presented to MCRA Board for consideration. Applicants will be notified of the date and time that their applications will be considered by the MCRA Board. The decision of the MCRA Board shall be final.
6. MCRA staff notifies applicant of MCRA Board approval or denial. Applicants not approved may apply again one year from denial.
7. Project Commences.



Completing your Existing Commercial and Industrial Property Improvement Project

1. The applicant is responsible for obtaining all City required building permits to complete the project.
2. All work agreed to in the Program Agreement must be commenced within 180 calendar days of the date of the Agreement and completed within 545 calendar days of the date of the Agreement. After 545 calendar days, the program will be closed out and funds will be recaptured, unless an extension has been granted by the MCRA Board.
3. Costs for improvements not pre-approved through the application process are not reimbursable.

Reimbursement

No award funds will be disbursed prior to the receipt of a Certificate of Occupancy, the necessary inspection approvals, including inspection by the MCRA, and closed permits.

To receive reimbursement the applicant must provide the following:

- a. Detailed invoices from the contractor or vendor corresponding to the completed approved improvements. Total costs shall not exceed the estimate provided by the licensed Architect or Engineer submitted with the program application.
- b. Proof of payment in the form of a cancelled check (front and back) or credit card statement clearly indicating that payment for the specific item has been made. Payment amounts must correspond with invoice amounts. Cash payments to contractors or vendors will not be considered for reimbursement.
- c. Paid in full receipt for each invoice.
- d. Proof of closed Building permits.

Staff will review the supporting documents provided. If everything is in order, the MCRA will declare the project complete and process payment to the property owner for the amount allowed by the Program Agreement. The vanishing lien will be recorded on the property for a period of 10 years.

Initials: _____



I have read, understand and accept the program overview and guidelines set forth above for the Existing Commercial and Industrial Property Improvement Program.

Property Address

Applicant Name

Applicant Signature

Date

Applicant Name

Applicant Signature

Date

Initials: _____

4. Application Checklist

Every application package must include **ALL** of the following items before it will be processed and considered for approval.

- ☐ Signed and completed application form.
- ☐ Color Photographs of existing conditions of the property. Hard copy and digital file emailed to cra@margatefl.com.
- ☐ Most recent mortgage statement or statement of satisfaction of mortgage (if applicable).
- ☐ Warranty deed.
- ☐ Broward County Property Appraiser Report.
- ☐ Current property tax receipt.
- ☐ Current Local Business Tax Receipt.
- ☐ Property insurance.
- ☐ Articles of incorporation.
- ☐ Business Plan or Executive Summary describing the use, management and occupancy of the property.
- ☐ Narrative description of entire project being undertaken, including sources of financing.
- ☐ Detailed budget for entire project with breakdown of exterior improvements and landscaping for which reimbursement is being requested from Program.
- ☐ A minimum of three bids/quotes from licensed and insured contractors and/or vendors or cost estimate from a licensed Engineer or Architect.
- ☐ Evidence of financial ability to pay for the complete project (approved loan, cash balance, line of credit, etc.)
- ☐ Preliminary construction schedule.
- ☐ Property owner must register as a Vendor with the City of Margate.



5. Program Application

PROPERTY INFORMATION

Property Owner Name

Owner Type (Check one):

- ☐ Individual
- ☐ Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ LLC

Property Address

Owner's Agent Name

Email

Telephone Number

Address

Initials: _____



APPLICANT INFORMATION

Name

Mailing Address

Email

Telephone Number

PROJECT INFORMATION

Project Description

Select all applicable anticipated exterior improvements in the property.

☐ General façade improvements including removal/replacement of façade covering material

☐ Fencing

☐ Window and door repair/replacement

☐ Exterior lighting

☐ Handicap accessibility improvements

☐ Sidewalk repair

☐ Exterior building repairs

☐ Landscaping

Initials: _____



- | | |
|---|---|
| ☐ Exterior painting and cleaning | ☐ Outdoor planters and street furniture |
| ☐ Tuck-pointing and masonry repair | ☐ Removal of barbed wired, razor wired fences, window bars |
| ☐ Storefront repair/replacement | ☐ Monument signs |
| ☐ Parking lot paving and striping | ☐ Canopies and awnings |
| ☐ Other _____ | ☐ Other _____ |

Estimated Total Project Cost Provided by Engineer or Architect:

Estimated Program Amount Requested: _____

Name of Participating Bank/Lender

Amount \$ _____

Contact Person: _____

Email: _____

Phone Number: _____

Name of Other Participating Bank/Lender

Amount \$ _____

Contact Person: _____

Email: _____

Initials: _____



Phone Number: _____

Name of Other Participating Bank/Lender

Amount \$ _____

Contact Person: _____

Email: _____

Phone Number: _____

Please indicate the sources of funds for the project on the following table:

Project Sources of Funding	Amount	Rate	Term
Bank Loan			
Bank Loan			
Bank Loan			
MCRA Funds			
Property Owner's Cash Assets			
Other			
Other			
TOTAL SOURCES			

Initials: _____



Name of General Contractor for the Project:

Phone Number of General Contractor:

Address of General Contractor:

Email of General Contractor:

Initials: _____



6. Application Agreement

I (we), the owner(s) of the above described existing commercial or industrial property understand that the intent of this application is only for purposes of pre-qualifying for a program and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the Margate Community Redevelopment Agency (MCRA).

I (we) certify that to the best of my (our) knowledge, all the information in this application and all information furnished in support of this application is true and correct. Any property assisted under this program will not be used for any illegal or restricted purpose.

Any intentionally false or fraudulent statement or supporting documents will constitute cancellation of my (our) application. The MCRA is hereby authorized to verify any of the above information and to inspect the property prior to approval. I (we) agree to have no claim for defamation, violation of privacy or other claims against any person, firm or corporation by reason of any statement or information released by them to the MCRA.

I give permission to the MCRA or its agents to take photos of myself and business to be used to promote the program.

Applicant Name

Applicant Signature

Date

Applicant Name

Applicant Signature

Date

Initials: _____

COMMERCIAL AND INDUSTRIAL PROPERTY IMPROVEMENT FORGIVABLE LOAN AND SECURITY 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 _____, a Florida corporation authorized to do business in the State of Florida, located at _____, ("Recipient").

- (A) After construction is completed and upon receipt of all documentation relating to the projects costs, the CRA shall reimburse Recipient for eighty percent of the construction costs up to a maximum forgivable loan amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), (the "Forgivable Loan Funds") not to exceed fifty percent of the Broward County Property Appraiser ("BCPA") appraised value of the subject property. 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 agreement are limited to industrial and commercial exterior and landscaping improvements located at _____, Margate, Florida, with a legal description as described in **Exhibit "A"**, which is attached hereto and incorporated herein by reference. The applicable improvements are more fully described in **Exhibit "B"**, 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 forgivable loan funds in an amount not to exceed _____ and 00/100 Dollars (\$_____) Such Forgivable Loan Funds shall only be eighty percent of the cost of eligible improvements up to a maximum forgivable loan amount of Seven Hundred and Fifty Thousand and 00/100 Dollars (\$750,000.00) not to exceed fifty percent of the BCPA appraised value of the subject property; and
- (B) Recipient acknowledges and agrees that the forgivable loan funds are to be used solely for reasonable costs associated with the undertaking of industrial and commercial exterior and landscaping improvements at the property located at _____, Margate, Florida (the "Property").
- (C) Recipient acknowledges that he/she is the owner of the Property, and as such he/she is authorized to contract for the building and landscaping 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 Forgivable Loan Fund reimbursement. All plans shall also be consistent with applicable City regulations, and shall only be for applicable improvements as provided in **Exhibit "B"**; and
- (E) Recipient agrees that all loan related improvements as set forth in the application shall be completed five hundred forty five (545) days from the date of execution of this Agreement; 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 forgivable loan 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 loan 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.
- (I) The Recipient and/or assigns, agree to maintain ownership of the Property for ten (10) years from the Completion Date, and to maintain the improvements paid for by this Forgivable Loan and in accordance with this Agreement for a period not less than ten (10) years from the project Completion Date. Should the Recipient fail to maintain said improvements or sell the property prior to the conclusion of the tenth anniversary following completion of the Project, the Recipient agrees to reimburse the CRA for the remaining lien amount owed of the Forgivable Loan Funds.
- (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.

- (K) The Recipient acknowledges that this agreement creates an interest in favor of the CRA and the CRA shall have the right to file and record a lien against the property in the amount of the Forgivable Loan Funds, or portion thereof, as applicable.

Terms of Agreement

This Agreement shall commence upon execution and shall be in full force and effect for ten (10) years following the project Completion Date. For purposes of this Agreement, the term "Completion Date" shall mean the date when all improvements on the Property have been completed and receipt of the Certificate of Occupancy, the necessary inspection approvals, including inspection by the CRA, and closed permits have occurred, unless otherwise terminated by the mutual consent of both parties.

In the event that the Recipient fails to commence construction on the improvements within one hundred and eighty (180) 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 five hundred and forty five (545) 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 five hundred and forty five (545) days.

Properties listed for sale may not apply. Properties sold within ten (10) years of the completion date must repay the amount still owed under the lien against the property for the Forgivable Loan Funds.

Commercial and Industrial Forgivable Loan Lien

The CRA will place a lien on the Property for a period of ten (10) years following the Completion Date for the total amount disbursed. The amount of the lien will decrease ten (10) percent each anniversary of the loan. The lien will be recorded on the Property for a period of ten (10) years.

In the event the CRA is disbanded, all rights and obligations will be transferred to its successor agency.

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 RECIPIENT: _____

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

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Tommy Ruzzano, Chair

Samuel A. May, Executive Director

Print Name

Print Name

____ day of _____, 2018

____ day of _____, 2018

RECIPIENT

Signature

____ day of _____, 2018

Print Name

Project Completed _____

Amount _____

Date of Check _____