

RESOLUTION NO. 12-02-20

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A GRANT AGREEMENT WITH CARIBBEAN MEAT MARKET CORP; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park's Community Redevelopment Agency (the CRA) has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, Caribbean Meat Market Corp (Caribbean) is seeking a redevelopment grant from the CRA in the amount of \$32,800 (the Grant) to be used for the redevelopment of the property it owns at 910 10th Street, Lake Park, Florida (the Property); and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Florida Statutes, to provide financial incentives in the form of grants to property owners proposing to redevelop properties within the Town's community redevelopment area; and

WHEREAS, the CRA's Executive Director recommends that the CRA's Board of Commissioners (the Commission) provide the Grant to Caribbean to assist it with its "façade improvements" which Caribbean has agreed to use to facilitate the redevelopment of the Property; and

WHEREAS, the Commission is willing to make the Grant available to Caribbean on the terms set forth in the Agreement which is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby directs and authorizes the Chairman of the Commission to execute the Grant Agreement with Caribbean Meat Market Corp, a copy of which is attached hereto and made a part hereof.


Section 3. This Resolution shall become effective upon its execution.

The foregoing Resolution was offered by Board Member Linden who moved its adoption. The motion was seconded by Vice-Chair Glas-Castro and upon being put to a roll call vote, the vote was as follows:

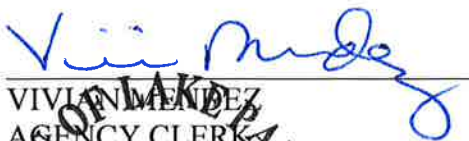
	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u>/</u>	<u> </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
BOARD MEMBER ERIN FLAHERTY	<u>Absent</u>	<u> </u>
BOARD MEMBER JOHN LINDEN	<u>/</u>	<u> </u>
BOARD MEMBER ROGER MICHAUD	<u>/</u>	<u> </u>
BOARD MEMBER CHRISTIANE FRANCOIS	<u>Absent</u>	<u> </u>
BOARD MEMBER RHONDA "JO" BROCKMAN	<u>/</u>	<u> </u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO. 12-02-20 duly passed and adopted this 5 day of February, 2020.


TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
CHAIR

ATTEST:


VIVIAN MENDEZ
AGENCY CLERK
TOWN OF LAKE PARK
TOWN SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
AGENCY ATTORNEY

REDEVELOPMENT GRANT AGREEMENT

THIS REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made this 19 day of February, 2020, by and between The Town of Lake Park Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Caribbean Meat Market Corp, ("Caribbean") having an address at 798 10th Street, Lake Park, FL 33403 (the Property).

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, Caribbean is seeking a redevelopment grant from the CRA in the amount of \$32,800 (the Grant) to be used for redevelopment of the commercial property it owns at 910 10th Street, Lake Park, Florida (the Property); and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Florida Statutes, to provide financial incentives in the form of grants to property owners proposing the re-development of their properties within the Town's community redevelopment area; and

WHEREAS, the CRA's Executive Director recommends that the CRA's Board of Commissioners (the Commission) provide the Grant to Caribbean to assist it with its "façade improvements" which will facilitate the redevelopment of its property; and

WHEREAS, the Commission is willing to make the Grant available to Caribbean on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Recitals.** The recitals are incorporated herein.
- 2. Grant.** The Town of Lake Park Community Redevelopment Agency (CRA) agrees to provide Caribbean with a one-time matching Grant in the amount of \$32,800. The matching grant is contingent upon Caribbean presenting receipts which demonstrate that it has invested \$32,800 or more of its own funds into the improvement of the Property.
- 3. Use of Funds.** The funds shall be used by Caribbean for façade, landscaping and signage improvements. Payments shall be made to Caribbean upon the Town's receipt and verification of invoices toward the improvements recited herein.
- 4. Term.** The term of this agreement is five years (the Term). In order to be entitled to the funds during the Term, Caribbean shall remain the property owner of the Property for five years from the date of the execution of the Agreement. Should Caribbean elect to sell or transfer ownership of the Property, or change the use of its business, it agrees to pay back to the CRA the amount of any funds which the CRA has paid to it during the Term. Caribbean agrees that the CRA may record a lien against the Property following the execution of the Agreement and prior to the disbursement of any funds.

5. **Lien.** The grant for the full amount of the funds shall be secured by the CRA's recordation of a lien against the Property. Should Caribbean fail to comply with paragraph 4. The CRA shall be entitled to collect the grant funds expended by Caribbean at the time of closing, or if no sale or transfer of the ownership of the Property occur, but Caribbean has ceased its operation during the term, the CRA may elect to foreclose the lien to recover the funds granted.

6. **Assignment.** This Agreement shall not be assigned without the CRA's written prior written consent.

7. **Amendment.** This Agreement shall not be revised, changed or amended except by a written amendment executed by both parties.

8. **Governing Law/Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to choice of law rules. Venue shall be in the federal or state courts located in Palm Beach County, Florida.

9. **Counterparts.** This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.

10. **Severability.** Any provision of this Agreement which is deemed by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

11. **Indemnification.** Caribbean agrees to indemnify and save harmless the Town its elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement.

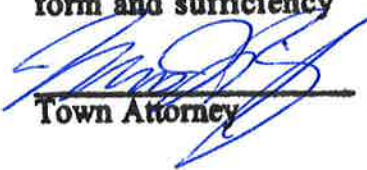
12. **Attorney Fees.** In the event either party is required to enforce this Agreement, the prevailing party shall be entitled to the reimbursement of its attorney fees.

The parties hereto have duly executed this Agreement on the day and year first above written.

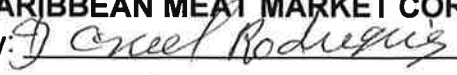
TOWN OF LAKE PARK CRA

By: 
Michael O'Rourke, Chairman

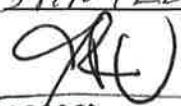
Approved as to legal form and sufficiency


Town Attorney



CARIBBEAN MEAT MARKET CORP.
By: 

Its: DARIEL RODRIGUEZ



JONATHAN R. URENA

