

RESOLUTION NO. 72-10-20

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 D AND J LAUNDROMAT AND DRY CLEANING SERVICES, LLC; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, D and J Laundromat and Dry Cleaning Services (D&J) is seeking a grant from the CRA in the amount of \$5,000 (the Grant) to D&J to be used its for final payment for a new mechanical air conditioning system that it previously installed to improve its property and business operations; and

WHEREAS, the CRA's Executive Director recommends that the CRA's Board of Commissioners (the Commission) provide the Grant to D&J so that it can make its final payment for a new mechanical air conditioning system it previously contracted for to improve its property and business operations.

WHEREAS, the Commission is willing to make the Grant available to D&J 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 D&J, 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 Commissioner Michaud who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

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

The Community Redevelopment Agency thereupon declared the foregoing Resolution 72-10-20 duly passed and adopted this 21 day of October, 2020.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
MICHAEL O'ROURKE
CHAIR

ATTEST:

[Signature]
VIVIAN MENDEZ
AGENCY CLERK
TOWN OF LAKE PARK
TOWN SEAL
SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
AGENCY ATTORNEY

REDEVELOPMENT GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made this ____ day of _____, 2020, by and between The Town of Lake Park's Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and D and J Laundromat and Dry Cleaning Services, LLC ("D&J") having an address at 1306 10th Street, Lake Park, FL 33403 (the Property).

RECITALS

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

WHEREAS, D&J is seeking a grant from the CRA in the amount of \$5,000 (the Grant) to D&J to be used its for final payment for a new mechanical air conditioning system that it previously installed to improve its property and business operations; and

WHEREAS, the CRA's Executive Director recommends that the CRA's Board of Commissioners (the Commission) provide the Grant to D&J so that it can make its final payment for a new mechanical air conditioning system it previously contracted for to improve its property and business operations.

WHEREAS, the CRA is willing to make the Grant available to D&J 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. CRA Grant.** The Town's Community Redevelopment Agency (CRA) agrees to provide D&J with a one-time Grant in the amount of \$5,000. The grant shall be amortized over the five years of the Term. Each year of the anniversary date of this Agreement that D&J remains in business during the Term, its obligation to repay the entire grant shall be reduced by \$1,000.
- 3. Use of Funds.** The funds shall only be used by D&J to make final payment for the new mechanical air conditioning system. A one-time payment of \$5,000 shall be made to D&J within two business days following approval of this agreement.
- 4. Term.** The Term of the Grant shall be five years with \$1,000 considered paid by the CRA annually on the anniversary date of the execution of this Agreement for the next four year in equal amounts each year thereof. D&J shall remain in business at the Property during the Term.
- 5. Repayment.** Should D&J close or relocate, it agrees to pay back to the CRA the amount of the funds which the CRA has paid to it up until the date it ceases operations on the Property.

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

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. 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.** D&J agrees to indemnify and save harmless the CRA 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.

CRA

By: _____

Michael O'Rourke, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Thomas J. Baird, General Counsel

D and J Laundromat and Dry Cleaning
Services, LLC

By: _____

Dawana Earl, Business Owner

Its: _____

buildings could be expanded. In addition, multiple acquisitions may be required in order to create a site sufficiently large for a new business. Many older industrial sites are too small for expansion and do not have adequate area for trucks and employee parking.

G. Special Programs

The following programs are those that promote the downtown and act as catalysts to downtown and neighborhood redevelopment. These programs generally occur annually, subject to the availability of funds. Some programs include grants made to building owners and commercial tenants; and, although grant funding to an individual owner or commercial tenant may be small, the cumulative effect of assisting owners and tenants can be significant over time.

1. Façade Improvement Program

The CRA is developing design guidelines for commercial properties and will have a set of design standards ready in 2008. Matching grants will be made to building owners for exterior improvements and a limit will be set by the Board of Commissioners in 2008, after which the CRA will initiate its first applications. A pilot example may be utilized as well in order to demonstrate the value of the program.

2. Revolving Loan and Grant Program

The Loan and Grant program will initially be utilized for commercial properties. Matching grants will be made to building owners for tenant improvements or to tenants for their interior and exterior improvements. Signage will be included in the program. A second level of funding will utilize a program which will be designed in 2008 in which banks will loan funds to a commercial building owner or tenant and the CRA will participate in either a matching loan or grant, the latter of which serves as equity for the borrower, or in subsidizing the interest on the loan. A participant in the program may include the Business Loan Fund of the Palm Beaches, a not-for-profit lending institution.

3. Marketing and Events Program

The CRA embarked in developing new graphic design in 2008 for the agency including a design of a banner program for Park Avenue and 10th Street. The design firm not only will provide a new logo, signage for redevelopment projects, stationary, and other collateral, it will also develop a brand for the CRA and the downtown. The recommendation is to emphasize the arts, food and entertainment as a brand for the downtown. A second level of marketing is the establishment of a series of events that would take place in the downtown. These events are being designed and will be ready for announcement in 2010. The events will emphasize the arts, food and culture of Lake Park. The purpose of events is to attract visitors to the downtown so that they can shop during the events and become knowledgeable about downtown Lake Park. It is a very effective tool to attract new consumers to the downtown. In the long term, more consumers will assist in bringing new businesses to the downtown.

4. Security System Enhancements and Maintenance

The CRA should take immediate steps to improve security and law enforcement presence, particularly in the downtown. This is especially important for enhancing nighttime activity such as restaurants. This program involves an initial capital investment to install a series of security cameras and lighting that will be remotely monitored. The cameras will be prominent and clearly marked, so as to have a deterrent effect as well as providing surveillance over the area.

H. Summary of Programs and Projected Funding Sources

The following table describes the programs listed above and projects the funding sources for each of the programs. The funding sources come from TIF funds, CRA Bond sales, grants and other sources. The table represents a planning tool and does not constitute an approved budget by the CRA Board of Commissioners.

Table 6.2
Project Funding Sources

Project Funding Sources					
Project	Priority	Sources of Funds	Amount	Year	Remarks
F.1 Humani Apts.	A	CRA Bond 2013	\$2,200,000	2013	Land Acq.
900 Blk. Park	A	CRA Bond 2013	\$2,200,000	2013	Land Acq.
E.1 Village Green / Arts Co-op	A	Town Bond 2009	\$350,000	2009	Amenities
		Grants	\$350,000	2009	Amenities
		Subtotal	\$700,000		
D.8 10th Street	A	CRA Bond 2015	\$500,000	2015	Match
		LW Lagoon + TMDL + 319	\$1,100,000	2015	Drainage, etc.
		Total	\$1,600,000		Drainage, etc.
		Fed. Brownfield	\$1,500,000	2013	Amenities
Total	\$1,500,000				
G.1 Façade Improvements	A	CRA TIF Funds CDBG	\$75 - 100 K	Annually	Commercial facades
G.2 Revolving Loans & Grants	A	CRA TIF Funds	\$85 - 100 K	Annually	Commercial
G.3 Marketing and Events	A	CRA TIF Funds	\$50 - 100 K	Annually	
G.4 Security	A	CRA TIF Funds	\$30,000	Annually	

E.3 Brownfield (Junkyard)	B	Treasure Coast	\$50,000	2012	Tech. Study
		Fed. Brownfield	\$50,000	2012	Tech. Study
		Grant	\$2,000,000	2013	Land Acq.
		Fed. Brownfield	\$500,000	2013	Clean Up
		Fed. Brownfield	\$1,500,000	2013	Amenities
		<u>Total</u>	\$4,100,000		
E.2 Ballfields	B	State Grants	\$2,050,000	2012	Land Acq./Amenities
D.5 Foresteria 800 Block	B	CRA Bond 2015	\$1,000,000	2015	Land Acq.
		Grants	\$200,000	2015	Amenities
		CRA Bond 2015	\$300,000	2015	Parking
		<u>Subtotal</u>	\$1,500,000		
		Potential Reimbursement FCT:	\$2,000,000	2014	Land Acq.
F.2 Opabola Apts.	B	CRA Bond 2016	\$2,000,000	2016	Land Acq.
E.2 Ballfield Comm. Center	B	Grant	\$1,500,000	2014	Building
		CRA Bond 2018	\$500,000	2018	Building
		<u>Subtotal</u>	\$2,000,000		
D.7 Foresteria 900 Block	B	Grants	\$500,000	2018	Land Acq./Amenities
		CRA Bond 2018	\$1,200,000	2018	Parking
		<u>Subtotal</u>	\$1,700,000		
D.9 Tri-Rail Depot	B	CRA Bond 2018	\$250,000	2018	Parking
		FDOT	\$750,000	2018	Station
		<u>Subtotal</u>	\$1,000,000		
D.10 TOD Mixed Use Development (CRA Share)	B	CRA Bond 2018	\$1,000,000	2018	Parking / Infrastructure

09/15/2020

RE: Request for assistance through CRA

Dawana Earl reduced her request to \$5,000 to reflect the outstanding balance of her mechanical (air conditioning) improvement costs. The total improvement cost for the new A/C system was \$14,000 according to Town permit #19-000571 with North County Cooling. The business owner is requesting \$5,000 to cover the remaining cost of this improvement.

Dear Mr. D'agostino and CRA members,

First, let me thank you all for considering our request as we really need your help at this time.

James and I are the proud owners of D and J Laundromat and Dry-Cleaning Services, located at 1306 10th Street in the beautiful town of Lake Park. We opened our doors 11/15/2019 with only one person noticing we were open, she came in and did her laundry, her name is Grace. From that day forward we knew God's Grace was always going to be sufficient. Since GOD works through people, we have found it necessary to request assistance.

In March of 2020, we were on track to becoming profitable, but Covid-19 hit and the bottom fell out. The person's most affected by this were the people who use laundromats. Although laundromats were considered "Essential" people were told to stay home and a lot of them had lost their jobs as well. Therefore, it has taken its toll on our laundry and we've been unable to get from under a few debits that require immediate attention.

We were given \$4,000 from the EDIL, but did not qualify for other aid, either we were deemed "essential" according to the WPB fast act program, we were not in business long enough according to one the SBA loan forgiveness program, and lastly we did not qualify for the PPP because our employees are contract employees. So, all of this has brought us to the CRA for possible assistance.

Our immediate need is to simply pay the attached bills. Although we didn't open the laundry until 11/15/2019, we signed our lease on July 1, 2019, therefore we have been obligated to pay insurance cost, CAM, and Property taxes without ever having one day of profitability. We also had an air conditioning system put in and ran out of money and have been unable to pay that bill as well. In total we have \$15,0222.28, which would put us ahead of upcoming fees.

We have a 10-year lease and plan to be apart of the community for a long time. We also have started a pick-up and delivery service as of 9/13/2020 and we will also be offering ironing and pressing services as soon as we can purchase a presser. We know that our laundry is vital to the community and we are offering a secure and comfortable environment for our clients and the community. We also know failure isn't an option, therefore we could really use your help at this time.

If there are any questions or concerns, please feel free to give me a call or respond my email. I can be reached at (561) 827-2359 my email is dawanae1180@gmail.com.

Kindly,

Dawana Earl

RECEIVED
Human Resources Department

SEP 16 2020

TOWN OF LAKE PARK

D and J Laundromat and Dry Cleaning Services

BALANCE SHEET As of August 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Checking 6966	3,590.52
Total Bank Accounts	\$3,590.52
Other Current Assets	
Inventory	18,486.68
Loans To Officers	1,020.00
Total Other Current Assets	\$19,506.68
Total Current Assets	\$23,097.20
TOTAL ASSETS	\$23,097.20
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
CORP Account - Business Advantage Cash Rewards Choice - 6292 (6292)	3,856.49
Credit Card	-1,582.90
Total Credit Cards	\$2,273.59
Total Current Liabilities	\$2,273.59
Long-Term Liabilities	
SBA loan	4,000.00
Total Long-Term Liabilities	\$4,000.00
Total Liabilities	\$6,273.59
Equity	
Opening Balance Equity	-2,898.14
Owner's Investment	62,722.21
Owner's Pay & Personal Expenses	-1,386.00
Retained Earnings	-45,988.39
Net Income	4,373.93
Total Equity	\$16,823.61
TOTAL LIABILITIES AND EQUITY	\$23,097.20

D and J Laundromat and Dry Cleaning Services

PROFIT AND LOSS

January - August, 2020

	TOTAL
Income	
Sales	71,174.02
Total Income	\$71,174.02
GROSS PROFIT	\$71,174.02
Expenses	
Advertising & Marketing	587.18
Bank Charges & Fees	846.00
Charitable Donations	100.00
Contractors	12,910.00
Insurance	1,824.80
Interest Paid	114.69
Job Supplies	3,475.90
Meals & Entertainment	583.89
Office Supplies & Software	379.85
Other Business Expenses	884.33
Rent & Lease	26,836.45
Repairs & Maintenance	448.19
Salaries & Wages	4,320.00
Taxes & Licenses	138.75
Utilities	9,503.24
Internet	1,466.95
Water Utilities	2,379.87
Total Utilities	13,350.06
Total Expenses	\$66,800.09
NET OPERATING INCOME	\$4,373.93
NET INCOME	\$4,373.93

9532 Ilex Circle South
Palm Beach Gardens, FL 33410
US

561-744-1180
ncmary@gmail.com
northcountycooling.com

Statement

TO
Earl, James and Davana
1180 Edgell Road
West Palm Beach, FL 33407

STATEMENT NO. 1226
DATE 08/20/2020
TOTAL DUE \$5,000.00
ENCLOSED

DATE	ACTIVITY	AMOUNT	BALANCE
11/19/2019	Balance Forward		0.00
11/19/2019	Invoice #84867	7,866.73	7,866.73
05/01/2020	Payment #5023	-1,866.73	6,000.00
06/18/2020	Payment #5025	-1,000.00	5,000.00
TOTAL PROJECT COST			\$14,000

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	5,000.00	\$5,000.00

Thank you for your business. For any billing inquiries, please call Mary at 561-440-0867.