

CRA
Agenda Request Form

Meeting Date: August 3, 2022

Agenda Item No.

Agenda Title: 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 OCEANA LOGISTICS INTERNATIONAL, INC., KISS KITCHENS LLC, AND FLORIDA CANNING COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

<input type="checkbox"/> SPECIAL PRESENTATION/REPORT <input type="checkbox"/> OLD BUSINESS <input type="checkbox"/> DISCUSSION FOR FUTURE ACTION	<input type="checkbox"/> CONSENT AGENDA <input checked="" type="checkbox"/> NEW BUSINESS: Resolution <input type="checkbox"/> OTHER: General Business
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Approved by Executive Director: _____ **Date:** _____

Nadia Di Tommaso, Community Development Director

Originating Department: <p style="text-align: center;">Town Manager/Community Development</p>	Costs: \$ 200K per fiscal year for 5 years (total \$1M) & Legal Review Funding Source: CRA-Grants-Business Development / Legal #108 Acct. # 110-55-552-520-82111 <input type="checkbox"/> Finance _____	Attachments: -Resolution __-11-22 -Proposed Redevelopment Grant Agreement -Oceana Presentation and Notes; Cost Breakdown Comparison and Resolution 82-12-21 approving project
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Background and Summary

Oceana Logistics International (i.e. Oceana Coffee) is an established business in Palm Beach County who recently received site plan approval by the Town to build their corporate

roasting house facility, retail center and commercial food (ghost) kitchens at 1301 10th Street (development order enclosed). They have partnered with two additional entities, Kiss Kitchens LLC and Florida Canning Company to carry out their vision and Oceana Coffee is a partner in all of the companies. Collectively, they are referred to as the Lake Park Group. In light of the supply chain issues and increases in material and labor costs, the project's originally anticipated construction cost of approximately \$5M has now been updated to \$7-\$8M (estimated cost breakdown is enclosed). Enclosed is a presentation from the Lake Park Group that includes additional details on their anticipated operation and partnership. A detailed presentation to the CRA Board will be provided by the Lake Park Group as part of this request. The CRA Redevelopment Grant is proposing to grant the Lake Park Group \$200,000 per year, for a period of five years (total of \$1M) to assist with construction costs and ensure the project is able to adhere to their development order.

One of the CRA Master Plan's Redevelopment Goals and Initiatives is to support small businesses so as to promote their growth and have them establish Lake Park as a hub for entrepreneurship. The Plan encourages the provision of economic incentives to further the CRA's redevelopment goals. This project will serve as a catalyst redevelopment project and as such, is consistent with the CRA Master Plan.

Recommended Motion: I move to APPROVE Resolution __-11-22.

RESOLUTION NO. : __-11-22

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 OCEANA LOGISTICS INTERNATIONAL, INC., KISS KITCHENS LLC, AND FLORIDA CANNING COMPANY LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and

WHEREAS, Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively the three corporate entities shall be referred to as the "Lake Park Group") are seeking a redevelopment grant ("Grant") from the CRA in the amount of One Million Dollars (\$1,000,000.00) to be used for a redevelopment project ("the Project") for the property located at 1301 10th Street, Lake Park, Florida ("the Property"); and

WHEREAS, the Property is currently owned by CIDC Lake Park LLC ("CIDC"); and

WHEREAS, the Lake Park Group is operating the businesses known as Oceana Coffee, Kiss Kitchens, and Florida Canning Company, pursuant to a site plan approved by Resolution 82-12-21 ("the Development Order"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, CIDC intends to assign all of its right, title and interest in the Property to the Lake Park Group; and

WHEREAS, the receipt of the Grant is expressly conditioned upon the Lake Park Group's compliance with all the obligations that are required for the Project pursuant to the Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") provide the Grant to the Lake Park Group in furtherance of the redevelopment in accordance with the Development Order and an increased valuation of the Property; and for the Project to serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the Commission is willing to make the Grant available to the Lake Park Group based upon the terms set forth in this Agreement; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's redevelopment of the Property in accordance with the Development Order.

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 Redevelopment Grant Agreement with the Lake Park Group, a copy of which is attached hereto and made a part hereof.

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

Oceana Coffee
1301 10th Street, Lake Park, FL

SD- Estimate

Date: June 6, 2022
Owner: Amy & Scott Angelo / Oceana Coffee
CM: The Morganti Group, Inc.
Architect: One A Architecture
SF: 24,434



DRAFT 7

SD- Estimate

				*SF Pricing Date	*SF Pricing Date	*SF Pricing Date	*SF Pricing Date	*SF Pricing Date		
				Original 20,960 *7/23/2021	"5/20/22" \$/SF 20,960 *4/29/2022	One A 24,434 *4/29/2022	VE, *Amy's Text 24,434 *5/20/2022	Roof Top & VE 24,434 *5/20/2022		
Division	Description	Estimated Quantity	Unit	7/23/2021 CPTD Estimate	4/29/2022 Today's \$/SF	4/29/2022 SD Estimate	5/20/2022 SD Estimate	6/6/2022 SD Estimate	\$/SF	5/20/2022 SD Estimate
010000	General Requirements	1.00	ls	\$ 15,200	\$ 18,529	\$ 21,600	\$ 21,600	\$ 21,600	\$ 0.88	\$ 21,600
020000	Demolition, SEE DIVISION 31	1.00	ls	Div 31		\$ -	\$ -	\$ -	\$ -	\$ -
030000	Concrete	1.00	ls	\$ 453,872	\$ 1,382,078	\$ 1,611,150	\$ 1,611,150	\$ 1,611,150	\$ 65.94	\$ 966,690
040000	Masonry	1.00	ls	\$ 31,278	\$ 273,975	\$ 319,385	\$ 319,385	\$ 319,385	\$ 13.07	\$ 15,969
	*Delete Roof Top Features						\$ (87,850)		\$ -	
050000	Metals & Railings	1.00	ls	\$ 459,064	\$ 784,906	\$ 915,000	\$ 915,000	\$ 915,000	\$ 37.45	\$ 686,250
	Roof Top- Glass Railing (10th, Ave N), 129 LF							\$ 103,200	\$ 4.22	
	Roof Top- CMU Railing (Alley), 56 LF							\$ 11,200	\$ 0.46	
060000	Carpentry, Casework, Millwork	1.00	ls	\$ 18,069	\$ -				\$ -	
070000	Thermal and Moisture Protection	1.00	ls	\$ 192,706	\$ 324,522	\$ 378,309	\$ 378,309	\$ 378,309	\$ 15.48	\$ -
	Roof Top- Landscaping							\$ 16,250	\$ 0.67	
	Roof Top- Deck Pavers System							\$ 173,800	\$ 7.11	
	Roof Top- Covered Area							\$ 62,775	\$ 2.57	
080000	Doors & Windows	1.00	ls	\$ 255,878	\$ 357,607	\$ 416,878	\$ 416,878	\$ 416,878	\$ 17.06	\$ 416,878
	*Minimize Windows on 1st Floor 25% of original						\$ (167,906)	\$ (167,906)	\$ (6.87)	\$ (167,906)
090000	Finishes- Flooring, Drywall, Paint, ACT, Stucco	1.00	ls	\$ 764,130	\$ 391,728	\$ 456,655	\$ 456,655	\$ 456,655	\$ 18.69	\$ 456,655
100000	Specialties	1.00	ls	\$ 25,387	\$ 21,778	\$ 25,387	\$ 25,387	\$ 25,387	\$ 1.04	\$ 25,387
110000	Food Service & Bar Equipment	1.00	ls	\$ -	\$ -				\$ -	
120000	Furnishings	1.00	ls	\$ -	\$ -				\$ -	
	*Metal Building								\$ -	\$ 816,000
	*Metal Building Design								\$ -	\$ 90,000
140000	Elevators (Origin- Qty 1) (Rev- Qty 2)	1.00	ls	\$ 76,103	\$ 161,957	\$ 188,800	\$ 188,800	\$ 188,800	\$ 7.73	\$ 188,800
	*Install only (1) Elevator						\$ (90,000)	\$ (90,000)	\$ (3.68)	\$ (90,000)
210000	Fire Sprinklers	1.00	ls	\$ 72,329	\$ 64,337	\$ 75,000	\$ 75,000	\$ 75,000	\$ 3.07	\$ 75,000
220000	Plumbing	1.00	ls	\$ 324,871	\$ 247,052	\$ 288,000	\$ 288,000	\$ 288,000	\$ 11.79	\$ 288,000
230000	HVAC, estimated 60-65 Tons	1.00	ls	\$ 581,796	\$ 539,055	\$ 628,400	\$ 628,400	\$ 628,400	\$ 25.72	\$ 628,400
260000	Electrical	1.00	ls	\$ 665,571	\$ 551,579	\$ 643,000	\$ 643,000	\$ 643,000	\$ 26.32	\$ 643,000
310000	Site work & Utilities	1.00	ls	\$ 291,058	\$ 265,142	\$ 309,088	\$ 309,088	\$ 309,088	\$ 12.65	\$ 309,088
320000	Landscaping & Irrigation	1.00	ls	\$ 21,909	\$ 21,446	\$ 25,000	\$ 25,000	\$ 25,000	\$ 1.02	\$ 25,000
330000	Underground Utilities - SEE Div 31	1.00	ls		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal: Division 1-33			\$ 4,249,221	\$ 5,405,690	\$ 6,301,653	\$ 5,955,896	\$ 6,410,971	\$ 262.00	\$ 5,394,811
	General Conditions	1.00	ls	\$ 57,210	\$ 57,210	\$ 57,210	\$ 57,210	\$ 57,210	\$ 2.34	\$ 57,210
	Staff	1.00	ls	\$ 250,056	\$ 250,056	\$ 250,056	\$ 250,056	\$ 250,056	\$ 10.23	\$ 250,056
	Fee	5.00%	%	\$ 258,500	\$ 322,677	\$ 372,398	\$ 358,085	\$ 378,464	\$ 15.49	\$ 322,073
	Subtotal			\$ 4,814,987	\$ 6,035,633	\$ 6,981,317	\$ 6,621,247	\$ 7,096,701	\$ 290.00	\$ 6,024,150
	Construction Contingency (Owners)	0.0200	%	\$ 103,399	\$ 129,071	\$ 148,959	\$ 143,234	\$ 151,386	\$ 6.20	\$ 128,829
	General Liability Insurance	0.0120	ls	\$ 62,040	\$ 77,442	\$ 89,375	\$ 85,940	\$ 90,831	\$ 3.72	\$ 77,298
	Builder's Risk Insurance	0.0090	ls	\$ 46,530	\$ 58,082	\$ 67,032	\$ 64,455	\$ 68,124	\$ 2.79	\$ 57,973
	Payment and Performance Bonds	0.0080	ls	\$ 41,360	\$ 51,628	\$ 59,584	\$ 57,294	\$ 60,554	\$ 2.48	\$ 51,532
	Subtotal			\$ 5,068,316	\$ 6,351,856	\$ 7,346,267	\$ 6,972,170	\$ 7,467,596	\$ 305	\$ 6,339,782
	Budget: Permit Fee			\$ 86,684	\$ 86,684	\$ 86,684	\$ 86,684	\$ 86,684	\$ 3.55	\$ 86,684
	Budget: Testing			\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 0.61	\$ 15,000
TOTAL ESTIMATE:				\$ 5,170,000	\$ 6,453,540	\$ 7,447,951	\$ 7,073,854	\$ 7,569,280	\$ 309.16	\$ 6,441,466
\$/SF:				\$ 246.66	\$ 307.90	\$ 304.82	\$ 289.51	\$ 309.78		\$ 263.63

RESOLUTION 82-12-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN AND SPECIAL EXCEPTION USE AUTHORIZING THE DEVELOPMENT OF A TWO-STORY 28,075 SQUARE FOOT SMALL-SCALE FOOD AND BEVERAGE PRODUCTION USE WITH A THIRD-STORY ROOFTOP AT 1301 10TH STREET; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SITE PLAN AND SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On behalf of Lake Park O3, LLC (the Owner), Emilio Lebolo of One A Architecture (the Applicant) is requesting site plan approval for a three-story (*two stories under air plus a third story rooftop*), 28,075 SF small-scale food and beverage production special exception use, consisting of office, retail, warehousing, and commercial kitchen components; and

WHEREAS, the Applicant has submitted application for a Site Plan and the Special Exception Use of and Office Warehouse building (the Application); and

WHEREAS, the Site has a future land use designation of "Commercial"; and the development of the Special Exception Use of Small-Scale Food and Beverage Production would be consistent with this future land use designation; and

WHEREAS, the zoning assigned to the Site is Commercial-1 Business District (C-1); and

WHEREAS, the Community Development Department has determined that the special exception use of Small-Scale Food and Beverage Production meets the necessary criteria and is consistent with the uses permitted in the C-1 district; and

WHEREAS, the Town's Planning and Zoning Board has reviewed the Application and has recommended that the Town Commission approve the Application subject to conditions; and

WHEREAS, the Town Commission has conducted a quasi-judicial hearing to consider the Application; and

WHEREAS, at the hearing, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan and whether it meets the Town's Land Development Regulations.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1: The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves a Site Plan and the Special Exception Use of “Small-Scale Food and Beverage Production” subject to the following conditions:

- (1) The Applicant shall develop the Site consistent with the following Plans and the title sheet shall be updated to reflect the following list of plans and their sign and seal dates:

Name	Sheet	Revision Date	Received on
GENERAL			
Cover Sheet	T-001	12/07/2021	12/07/2021
Survey	N/A	8/6/2021	12/01/2021
CIVIL			
Conceptual Paving, Grading, & Drainage	PD-1	10/14/2021	12/01/2021
Garbage Truck Maneuvering Plan	AT-1	10/14/2021	12/01/2021
LANDSCAPE			
Tree Disposition Plan and Table	L-200	12/07/2021	12/07/2021
Landscape Plan	L-210	11/18/2021	12/01/2021
Roof Deck Landscape Plan	L-210A	11/29/2021	12/01/2021
Landscape Plan and Details	L-211	11/29/2021	12/01/2021
Irrigation	L-300	11/18/2021	12/01/2021
Roof Deck Irrigation Plan	L-300A	11/29/2021	12/01/2021
Irrigation Details	L-301	11/29/2021	12/01/2021
Irrigation Notes	L-302	12/07/2021	12/07/2021
ARCHITECTURE			
Architectural Demolition Site Plan	AS-001	12/07/2021	12/07/2021
Architectural Site Plan	AS-100	12/07/2021	12/07/2021
First and Second Floor Plan	A-101	12/07/2021	12/07/2021
Roof Plan	A-102	12/07/2021	12/07/2021
Exterior Elevations	A-201	12/07/2021	12/07/2021
Color Elevations	A-202	12/07/2021	12/07/2021
Site Aerial Photograph	Exhibit B1A	N/A	12/07/2021
3D Rendering	Exhibit B1	N/A	12/07/2021
Color Elevations	Exhibit B2	N/A	12/07/2021
Color Site Plan	Exhibit B3	N/A	12/07/2021
ELECTRICAL			
Electrical Site Plan	ES-1	11/30/2021	12/01/2021

- (2) Construction associated with the Project is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless an exception is approved in writing by the Community Development Director (the Director).
- (3) Any proposed disruption to neighboring street access, surrounding parking areas, or the normal flow of traffic within the rights of way of Northern Drive, Magnolia Drive, 10th Street, or any other right-of-way during the construction of the Site shall be subject to the review and approval of the Community Development Director and any of the agencies responsible for maintaining these roadways. Should any disruption to the normal flow of traffic occur

during construction of the Project without prior authorization, upon written notice from the Director, all construction shall cease until the Director has provided the Owner with a written notice to proceed.

- (4) All landscaping shown on the approved Site Plan and the Landscaping Plan shall be continuously maintained from the date of its installation and the issuance of the Certificate of Occupancy by the Town. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
- (5) The Owner shall ensure that all contractors use best management practices to reduce airborne dust and particulates during the construction of the Site.
- (6) All onsite dumpsters and dumpster screening shall be kept closed at all times. Owner is not responsible for waste haulers leaving doors open temporarily on pick-up day. All required dumpsters shall be acquired from the approved franchise supplier for the Town.
- (7) Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations for the Project are in accordance with the approved Site Plan (and any minor modifications that are approved through permitting) and the Landscaping Plan or are deemed to be equivalent by the Town's Landscape Architect.
- (8) Prior to the issuance of any construction permits, the Applicant shall submit copies of all permits that are required by other agencies and have been obtained from those agencies, including but not limited to the Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management District and the State of Florida Department of Environmental Protection, as applicable.
- (9) Any revisions to the approved Site Plan, or any approved plans associated with the Project, shall be submitted to the Department of Community Development (Department), and shall be subject to its review and approval. The Department shall determine whether or not the changes are material enough to require further review by the Town Commission.
- (10) During the building permit phase, signage permitting (window, wall, freestanding, or other) for the Project shall be submitted through the Town's permitting process with a Master sign plan that ensures signage consistency in design and color scheme. A sign package illustrating all signs and their colors shall be submitted to the Department through the regular signage permitting process and shall be subject to its review and approval prior to their placement on the Site.
- (11) Within 18 months of the effective date of this Resolution, the Owner shall initiate bona fide development and shall continue with the development of the Site through completion. Failure to do so shall render the Development Order null and void. Once initiated, the development of the Site shall be completed within 18 months.
- (12) Prior to the issuance of a Certificate of Occupancy or Completion, the Owner shall install High-definition surveillance cameras, which capture clear facial features throughout the parking areas of the Project and along the exterior façades of the buildings on the Site. The location of the camera(s) shall be subject to the Department's and PBSO's review and approval to ensure that they capture the required components.
- (13) **Cost Recovery.** All professional consulting fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. The failure of the Applicant to reimburse the Town within the 10 days from the town's mailing of its invoice will result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order. A certificate of occupancy will not be issued if invoices are outstanding.
- (14) Prior to the issuance of a development permit, the site circulation shall be redesigned to accommodate a primary drive-thru entrance from Magnolia Drive.

Section 3. This Resolution shall become effective upon execution.

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u> </u>	<u>✓</u>
COMMISSIONER ROGER MICHAUD	<u>✓</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 82-12-21 duly passed and adopted this 15 day of December, 2021.

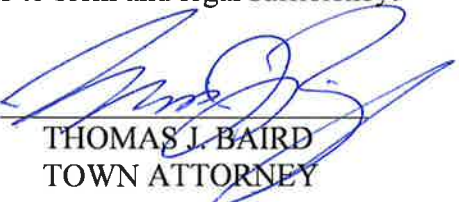
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARINGS

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON MONDAY, DECEMBER 6, 2021 AT 6:30 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

IMMEDIATELY FOLLOWING THE LOCAL PLANNING AGENCY MEETING AT MONDAY December 6, 2021 AT 6:30, THE TOWN COMMISSION WILL ALSO CONDUCT A QUASI-JUDICIAL MEETING AT 535 PARK AVENUE, LAKE PARK, TO CONSIDER THE AGENDA ITEM LISTED BELOW WEDNESDAY, DECEMBER 15, 2021 AT 6:30PM, OR AS SOON THEREAFTER AS CAN BE HEARD. (TENTATIVE DATE, PLEASE MONITOR WWW.LAKEPARKFLORIDA.GOV FOR ANY CHANGES). A QUORUM OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVENE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

On behalf of Lake Park O3, LLC (“Property Owner” and “Applicant”), Emilio Lebolo of One A Architecture (“Agent”) is requesting site plan approval for a three-story, 24,434 SF building consisting office, retail, warehousing, and commercial kitchen space for a new headquarters for Oceana Coffee Roasters. Additionally, the Agent will be requesting special exception approval for a small-scale beverage production use for the Applicant’s coffee roasting operation. The proposed development is consistent with the Town of Lake Park’s adopted regulations for the C-1 business district.

The Subject Property is located east of 10th Street and south of Northern Drive in the Town of Lake Park. It is comprised of the following parcel, which totals 0.946 acres:

- Parcel 1 – PCN: 36434220010790190

Records related to these items may be inspected by contacting the Community Development Department at 561-881-3320, or by emailing Anders Viane at aviane@lakeparkflorida.gov. If a person decides to appeal any decision made by the Planning and Zoning Board or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Friday, November 26, 2021



Notification of Public Meetings

11/22/2021

Dear Property Owner:

You are receiving this notice of public meetings because you are the legal owner of record for property that is located within 300 feet of the subject properties discussed in this correspondence. The public meetings listed herein are being held to hear the application described below the AGENDA ITEM portion of this letter.

Should you wish to attend the meetings or comment on the application please take note of the date, time, and the instructions for attending and commenting detailed below. If you do not wish to attend the meetings and do not have any comments, you may disregard this notice.

PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARING AND QUASI-JUDICIAL PUBLIC HEARING

BE ADVISED THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONDUCT A PUBLIC MEETING AT 535 PARK AVENUE TO CONSIDER THE AGENDA ITEM LISTED BELOW ON MONDAY, DECEMBER 6, 2021 AT 6:30 PM, OR AS SOON THEREAFTER AS CAN BE HEARD. A QUORUM OF THE PLANNING & ZONING BOARD OF THE TOWN OF LAKE PARK, FLORIDA WILL CONVELE AND PUBLIC PARTICIPATION WILL OCCUR IN-PERSON AT TOWN HALL.

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AGENDA ITEM

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The Subject Property is located east of 10th Street and south of Northern Drive in the Town of Lake Park as denoted in the location map. It is comprised of the following parcel, which totals 0.946 acres:

- Parcel 1 – PCN: 36434220010790190

PUBLIC HEARINGS

MEETING: PLANNING AND ZONING BOARD
LOCATION: 535 PARK AVENUE, LAKE PARK, FL. 33403.
DATE: MONDAY, DECEMBER 6, 2021
TIME: 6:30 P.M.
MEETING: TOWN COMMISSION (QUASI-JUDICIAL) – TENTATIVE, MAY
CHANGE (SEE TOWN WEBSITE)
LOCATION: 535 PARK AVENUE, LAKE PARK, FL. 33403.
DATE: WEDNESDAY, DECEMBER 15, 2021
TIME: 6:30 P.M.

Should you wish to review any of the documents associated with the application, or if you have further questions about the application please contact Anders Ivane at 561 881 3320 or aviane@lakeparkflorida.gov.

LOCATION MAP



Tuesday, October 25, 2022

Lake Park CRA Presentation

Slide 1

- Good evening, thank you for the opportunity to present our project to the CRA and the public.
- I am Amy Angelo, owner and founder of Oceana Coffee, along with my husband Scott Angelo. We are both also partners in the other businesses presented in this project.
- We are grateful and honored to be considered for such a generous grant from the Town of Lake Park CRA. This grant will make this project possible and will effect tremendous growth for our business, and the Town of Lake Park.

Slide 2

- In a brief overview, we will cover the following.....Overview of the project

Slide 3

- This project brings a unique opportunity to have 3 collaborative businesses under one roof that will support each other and the local community with jobs and business opportunities.
- Oceana Coffee
- Kiss Kitchens
- Florida Canning

Slide 4

Oceana Coffee is Palm Beach County's first and only award winning specialty coffee roaster established here in Palm Beach County in 2009. A start up born from pure passion, this company sprang from a pure desperate need for great coffee and a popcorn popper on the back porch, moving quickly to the garage, then our first location on Old Dixie Hwy in Tequesta.

Slide 5

KISS Kitchens is a start up business and the first of it's kind here in Palm Beach County. Kiss Kitchens will offer professional, commercial kitchen space by the hour in a state of the art facility. What make KISS kitchens unique and first of it's kind, are the small spaces that can be rented annually by local food entrepreneurs. This will allow for local food businesses to test a concept, in their own small kitchen, for a much lower entry fee and ultimately scale to a larger business.

Also, unique to this site is the logistics area and extra storage capacity for businesses to utilize/rent on an as needed basis. This will allow businesses to scale faster and at a much lower cost than building their own warehouse and storage facility to fill large purchase orders when they come in. Oceana Coffee knows this dilemma first hand and these experiences of having to turn down large po's because of lack of infrastructure. This facility will help facilitate growth and foster small businesses to greater success than we have seen in the past.

Slide 6

Ghost Kitchens are food businesses that operate out of a shared facility like the one we are building, utilizing pick up and delivery as their main pathway to the consumer. Customers can order through apps on their phone or utilize delivery companies to order and have their meals delivered. This concept has become very popular during the pandemic and people have realized the convenience and sometimes cost savings of these meal delivery and meal prep services. At KISS kitchens we have 3 larger kitchens that can be utilized on an hourly basis through a membership format that will allow for many more businesses to utilize the space and become a true culinary hub in Lake Park. These kitchens will be utilized by caterers, healthy food prep companies, meal delivery services, and various take out concepts.

Slide 7

Florida Canning is a micro canning line that will allow for canning of specialty coffee beverages as well as other craft beverages that can be imagined and canned. Florida Canning will offer white label canning service, meaning that any business can bring their approved liquids to be canned for sale to the public. Lake Park could develop their own brand of water to sell with a label designed that displays the unique qualities of Lake Park, as an example. Florida canning will take the burden of the heavy lifting away from small coffee companies, tea companies, breweries and distilleries that may not have the capital to purchase their own canning line.

Florida canning will also handle the labeling, filling, and palletizing of product, ultimately storing this product on site until pick up is scheduled. This kind of service does not exist currently in our South Florida market.

Slide 8

Economic Growth

Slide 9 | **5 year numbers**

The economic impacts of this project can be measured according to the number of jobs that will be created locally, the construction costs associated with this project, and the projected outcomes of the revenues generated by these new and expanded businesses.

Additional economic impact is realized by these new and expanded businesses spending their money locally for goods and services provided by other businesses in Palm Beach County.

Palm Beach County itself is positioned as one of the lenders in this project. These numbers are derived from software used by the county to evaluate lending opportunities.

Slide 10 | **10 year numbers**

This slide further extrapolates the impact of the continuing job growth in Palm Beach County centered in Lake Park as a result of this project.

Slide 11

The Numbers explained- where did these numbers come from

Slide 12

www.remi.com

Remi is an economic modeling software employed by the county.

“The next generation of economic modeling that builds confidence in your policy recommendations and examines the economic future of your region.”

Slide 13

Key factors that support this growth:

- The nature of local dollars being spent locally
- Jobs created- what kind of jobs are we creating? SLIDE 14 & 15
- Increased revenue= sales tax dollars SLIDE 16
- Property value at the improved site SLIDE 17 & 18
- Positive impact to the community-stable jobs and increase of population visiting Lake Park for the new goods and services on a daily basis as well as new employees commuting and looking to call Lake Park home in our residential neighborhoods. This has the potential to increase the demand for residential properties in Lake Park, ultimately positively impacting home values and the tax base in Lake Park with property taxes. SLIDE 19

Slide 20

Local partners making this comprehensive project possible....

Slide 21

Closing remarks and gratitude for the support of this project and generous opportunity of grant funds provided by the Lake Park CRA.

REDEVELOPMENT GRANT AGREEMENT

THIS REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made this ___ day of October, 2022, by and between the Town of Lake Park Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and Oceana Logistics International, Inc. ("Oceana") having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469, Kiss Kitchens LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Kiss Kitchens"), and, Florida Canning Company, LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 ("Florida Canning Company")

RECITALS

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

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat., to provide financial incentives in the form of grants to property owners within the CRA provided the property owner is redeveloping its property and increasing its valuation; and

WHEREAS, Oceana, Kiss Kitchens, and Florida Canning Company (hereinafter collectively the three corporate entities shall be referred to as the "Lake Park Group") are seeking a redevelopment grant ("Grant") from the CRA in the amount of One Million Dollars (\$1,000,000.00) to be used for a redevelopment project ("the Project") for the property located at 1301 10th Street, Lake Park, Florida ("the Property"); and

WHEREAS, the Property is currently owned by CIDC Lake Park LLC ("CIDC"); and

WHEREAS, the Lake Park Group is operating the businesses known as Oceana Coffee, Kiss Kitchens, and Florida Canning Company, pursuant to a site plan approved by Resolution 82-12-21 ("the Development Order"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, CIDC intends to assign all of its right, title and interest in the Property to the Lake Park Group; and

WHEREAS, the receipt of the Grant is expressly conditioned upon the Lake Park Group's compliance with all the obligations that are required for the Project pursuant to the Development Order; and

WHEREAS, the CRA's Executive Director has recommended that the CRA's Board of Commissioners ("the Commission") provide the Grant to the Lake Park Group in furtherance of the redevelopment in accordance with the Development Order and an increased valuation of the Property; and for the Project to serve as the revitalization anchor of the 10th Street area of the CRA; and

WHEREAS, the Commission is willing to make the Grant available to the Lake Park Group based upon the terms set forth in this Agreement; and

WHEREAS, the Grant is contingent on the terms of this Agreement and the Lake Park Group's redevelopment of the Property in accordance with the Development Order.

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 above are incorporated herein as if stated again.
- 2. Grant.** The Town of Lake Park Community Redevelopment Agency (the "CRA") agrees to provide the Lake Park Group with a Grant in the amount of One Million Dollars (\$1,000,000.00) payable in equal increments of Two Hundred Thousand Dollars (\$200,000.00) on or before November 16 of each of Five (5) consecutive years, with the initial payment to be made on or before November 16, 2022, and the final disbursement made on or before November 16, 2026. The Grant is contingent upon the Lake Park Group's redevelopment of the Property consistent with the Development Order rendered by the Town Commission.
- 3. Condition Precedent.** On or before November 2, 2022, the Lake Park Group shall submit to the CRA sufficient information, which in the reasonable discretion of the CRA Commission demonstrates that the total construction cost for the Project shall exceed Six Million Dollars (\$6,000,000.00).
- 4. Initiation of Construction and Completion.** The Completion of the redevelopment Project shall be in compliance with the Development Order. Construction must commence within 18 months of Development Order approval, or February 1, 2023, and a certificate of completion or occupancy must be achieved within 18 months of when construction is initiated, or by August 1, 2024. Notwithstanding the foregoing, the Lake Park Group shall not be held liable or responsible, nor be in breach of this Agreement, for any failure or delay in the substantial completion of the Project or any other term of this Agreement if such failure or delay is the result of a force majeure as defined in paragraph 20.
- 5. Use of Funds.** The funds from the Grant shall be used by the Lake Park Group, or its successors and assigns in accordance with paragraph 13, if approved by the CRA for development of the Project as approved in the Development Order for the Property. A copy of the Development Order is included herein as Exhibit "A" and incorporated by reference herein and as a term of the Grant.
- 6. Entitlement To Grant Funds Contingent Upon Initiation and Completion of Construction.** In order to be entitled to retain the initial Two Hundred Thousand Dollar (\$200,000.00) installment of the Grant, to be paid on or before November 16, 2022, and any installment thereafter, the Lake Park Group shall initiate construction no later than February 1, 2023 (except in the event of force majeure as defined in paragraph 20 below), and shall complete construction, as evidenced by the receipt of a certificate of completion or occupancy no later than August 1, 2024 (except for events of force majeure as defined in paragraph 20 below). The failure to initiate, continue, or substantially complete construction on or before these dates shall constitute a breach of the Agreement and shall immediately render the

CRA's obligations to provide any further installments null and void. Furthermore, the Lake Park Group agrees to return to the CRA any funds provided to it that have not already been deployed into the Project in the event it does not comply with these dates.

7. Subordination. The CRA acknowledges that the Grant Funds provided shall be on terms that are subordinate to both the Lake Park Group's previously obtained SBA loan and any commercially obtained construction loan or other funding utilized to undertake and construct the Project and the terms and conditions and such fulfillment of the terms contained herein shall not interfere with the obligations of the Lake Park Group with respect to these loans.

8. Term of Operation. In order to be excused from the repayment of the funds from the Grant the Lake Park Group, and/or its successors and assigns shall continuously operate the businesses known as Oceana Coffee and/or Kiss Kitchens and Florida Canning, and any affiliated companies, absent force majeure, from the date of the execution of this Agreement for ten consecutive (10) years, or until October 1, 2032. If at any time during such 10-year term of operation, any or all of the entities comprising the Lake Park Group should cease operating its business(es) on the Property, it shall be in breach of this Agreement and the funds granted herein shall be returned to the CRA upon the CRA's reasonable demand.

9. Sale or Transfer of the Lake Park Group Businesses/Property. Should any or all of the entities comprising the Lake Park Group, elect to sell or transfer its or their ownership interests in the Property to any third party during the Term, it or they shall obtain the written consent of the CRA, which shall not be unreasonably withheld, provided the businesses continue to be operated consistent with the Development Order and this Agreement. The Lake Park Group shall provide the CRA with a written request of its intention to sell or transfer the Property and/or its businesses at least 90 days in advance of the proposed sale of its or their ownership interest in the Property. If the CRA approves of the sale or transfer of the Property and/or the business(es) located thereon, during the term, the successors or assigns to the Property shall become responsible for compliance with the terms of this Agreement. Notwithstanding the foregoing and supplementing such terms, it shall be unreasonable for the CRA to not grant its permission provided such sale or transfer is to a third party who uses its interest in the Property for the same use and purpose and is employing the same number of employees from the Town of Lake Park as the originating company(ies).

10. Lien. This Agreement shall be recorded in the property records of Palm Beach County and shall constitute a lien against the Property, enforceable by foreclosure or for an action for a money judgement.

11. Guarantees. The President and the AMBRs of the corporate entities comprising the Lake Park Group shall provide the CRA with a personal and corporate guarantee as that corporate entity's collateral for the performance of the obligations under this Agreement and the Development Order. In the event the Lake Park Group is in breach of any of the terms of the Development Order or this Agreement the CRA shall be entitled to hold any of the corporate entities and their President, or AMBRs jointly and severally liable for the repayment of the Grant Funds as set forth herein.

12. Recovery of Grant funds. In addition to the guarantees in paragraph 11, and any exercise of its other remedies to recover the Grant Funds pursuant to paragraph 6 and 10, for breach of any of the terms of this Agreement, the CRA may also be entitled to recover the funds from the Grant paid during the Term in the event the Lake Park Group is not developing or has not completed the Project in accordance with the Development Order.

13. Assignment Subject To CRA's Advanced Written Approval. This Agreement may only be assigned with the written approval of the CRA. Any other purported assignment shall be null and void.

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

15. 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.

16. Counterparts. This Agreement may be executed in duplicate counterparts or electronically by DocuSign or other recognized software program which when compiled and taken together shall constitute a single original instrument.

17. Severability. Any provision of this Agreement which is deemed by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective shall be reworked and revised only to the extent of such prohibition or unenforceability and 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.

18. Indemnification. Each Party hereto hereby agrees to indemnify and hold the other harmless and their 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. This provision is not intended to, nor does it waive the CRA's rights of sovereign immunity pursuant to Fla. Stat. § 768.28.

19. Attorney Fees. In the event either party is required to enforce the terms of this Agreement, the prevailing party, following a full adjudication on the merits and the waiving or exhaustion of all appeals, shall be entitled to the reimbursement of its attorney fees.

20. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure, defined as Acts of God, a pandemic, supply chain for construction materials, labor strikes, riots, or wars or as otherwise stated herein.

21. Successors and Assigns. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the Lake Park Group's successors and assigns.

22. Notices. All notices between the parties shall be in writing and be made by certified mail, return receipt requested or by hand delivery at the following addresses:

Town of Lake Park:
Community Redevelopment Agency
Attn: Executive Director
535 Park Avenue
Lake Park, FL 33403

Oceana Logistics International, Inc.
Attn: Amy Angelo
221 Old Dixie Hwy, Suite 1
Tequesta, FL 33469

Kiss Kitchens LLC
c/o Richard Kooris
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

Florida Canning Company LLC
c/o Charles Lesnick
15375 Blue Fish Circle
Lakewood Ranch, FL 34202

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

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK - SIGNATURES TO FOLLOW]

TOWN OF LAKE PARK CRA

By: _____
Michael O'Rourke, Chairman

OCEANA LOGISTICS INTERNATIONAL, INC.

By: _____
Amy Angelo, President

KISS KITCHENS LLC

By: _____
Richard Kooris, AMBR

Florida Canning Company LLC

By: _____
Charles Lesnick, AMBR

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LAKE PARK, FL
OCEANA COFFEE HEADQUARTERS
KISS KITCHENS
FLORIDA CANNING

ECONOMIC DEVELOPMENT PROFILE

○ ○ ○ ○

PROJECT HIGHLIGHTS

- Overview, What's happening at 1301 10th street?
- Local business expansion
- New business creation
- Economic growth :
 - Property value increase-site improvement
 - Positive impact to local tax base- Sales & Property
 - Jobs | Careers | Businesses scaled for long term
- Positive impact to the community of Lake Park



1301 10TH STREET

Our Philosophy

Paving the way for future development here in Lake Park and setting new standards in design, as well as a community minded approach to development supporting local business and entrepreneurship.

Oceana Coffee

Expanding their already successful Palm Beach County based business

KISS Kitchens

Bringing the culinary arts to Lake Park in a big way!

Florida Canning

A new symbiotic start up that will support other beverage manufacturers in the county as well as the businesses located on-site.

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OCEANA COFFEE™

the way to good coffee

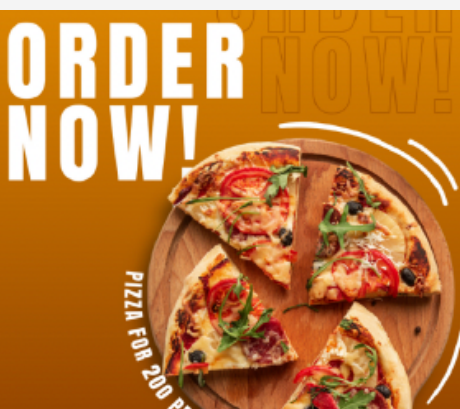
- 1301 10th street will become the new headquarters for Oceana Coffee
- Award winning, certified W/SBE in Palm Beach county.
- Increased production and scaling of existing business that has been in operation since 2009.

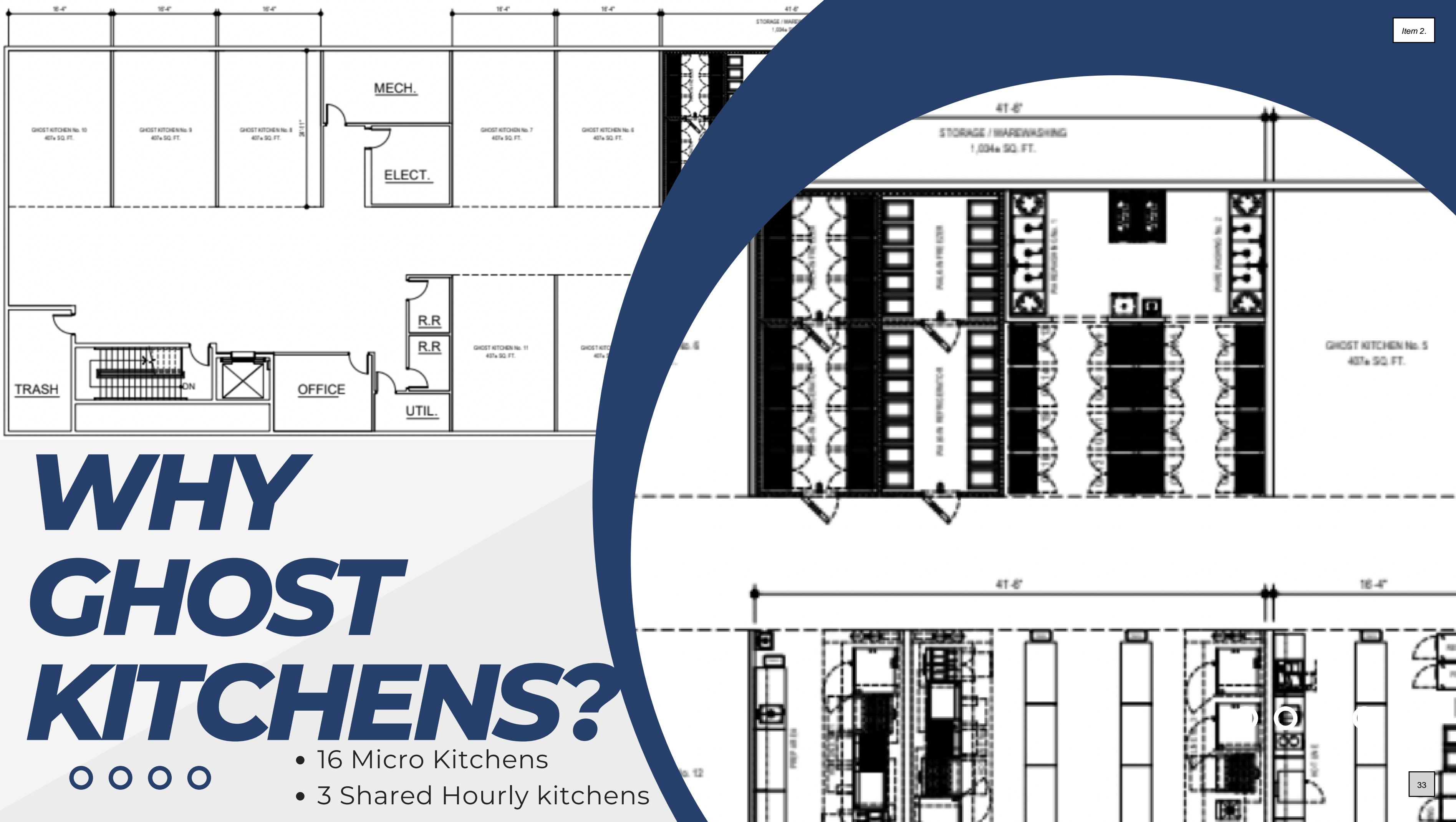




KISS KITCHENS

- Commercial kitchens that offer the space for all types of food businesses to get started or SCALE their existing business.





WHY GHOST KITCHENS?



- 16 Micro Kitchens
- 3 Shared Hourly kitchens



FLORIDA CANNING

- Canning solutions for :
- Locally made craft beer
- Locally made coffee beverages
- Wine
- Water
- A variety of other products!



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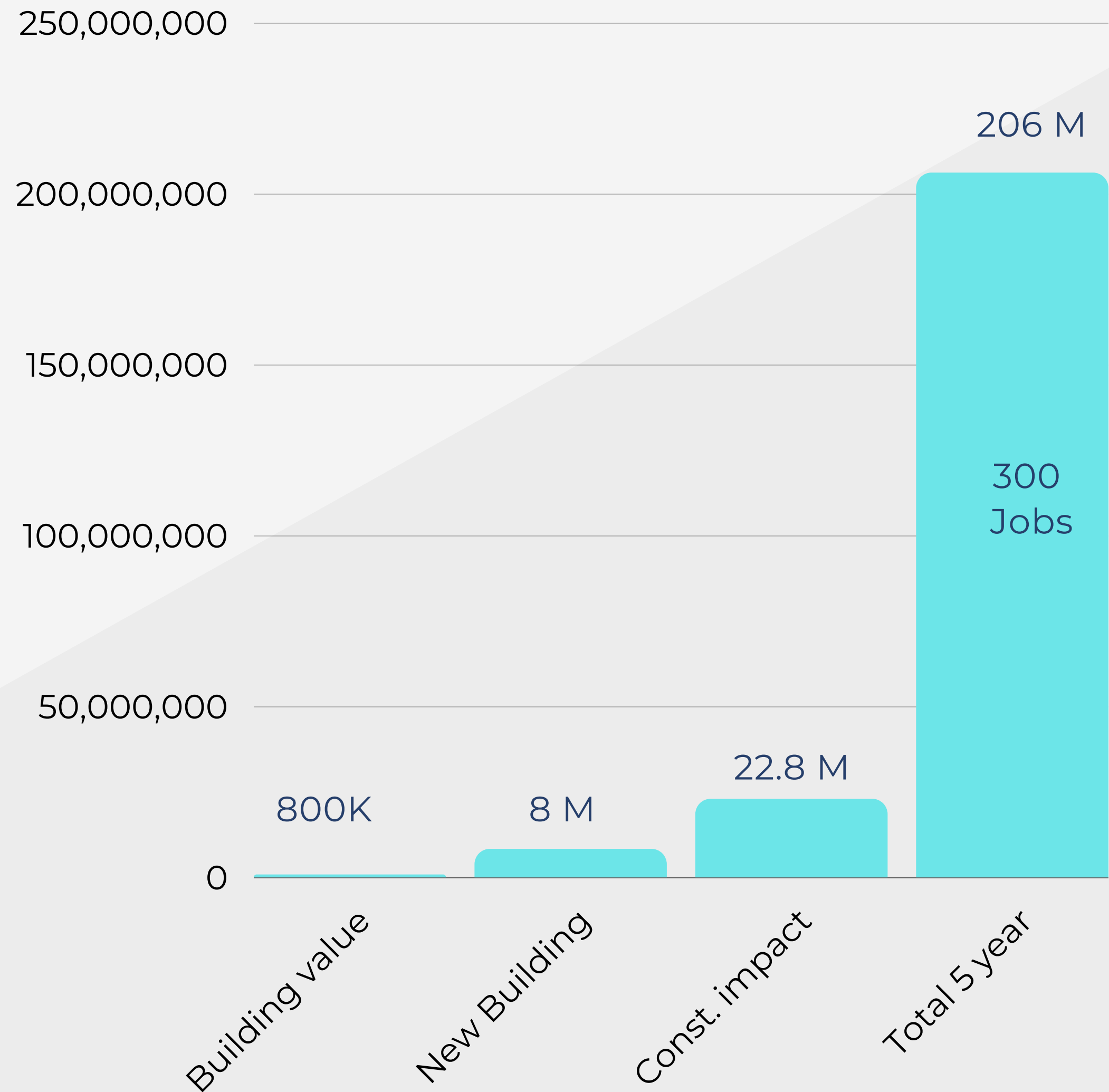
**ALL OF THIS =
ECONOMIC
GROWTH**

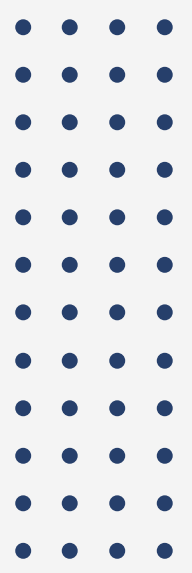
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5 YEAR ECONOMIC IMPACT

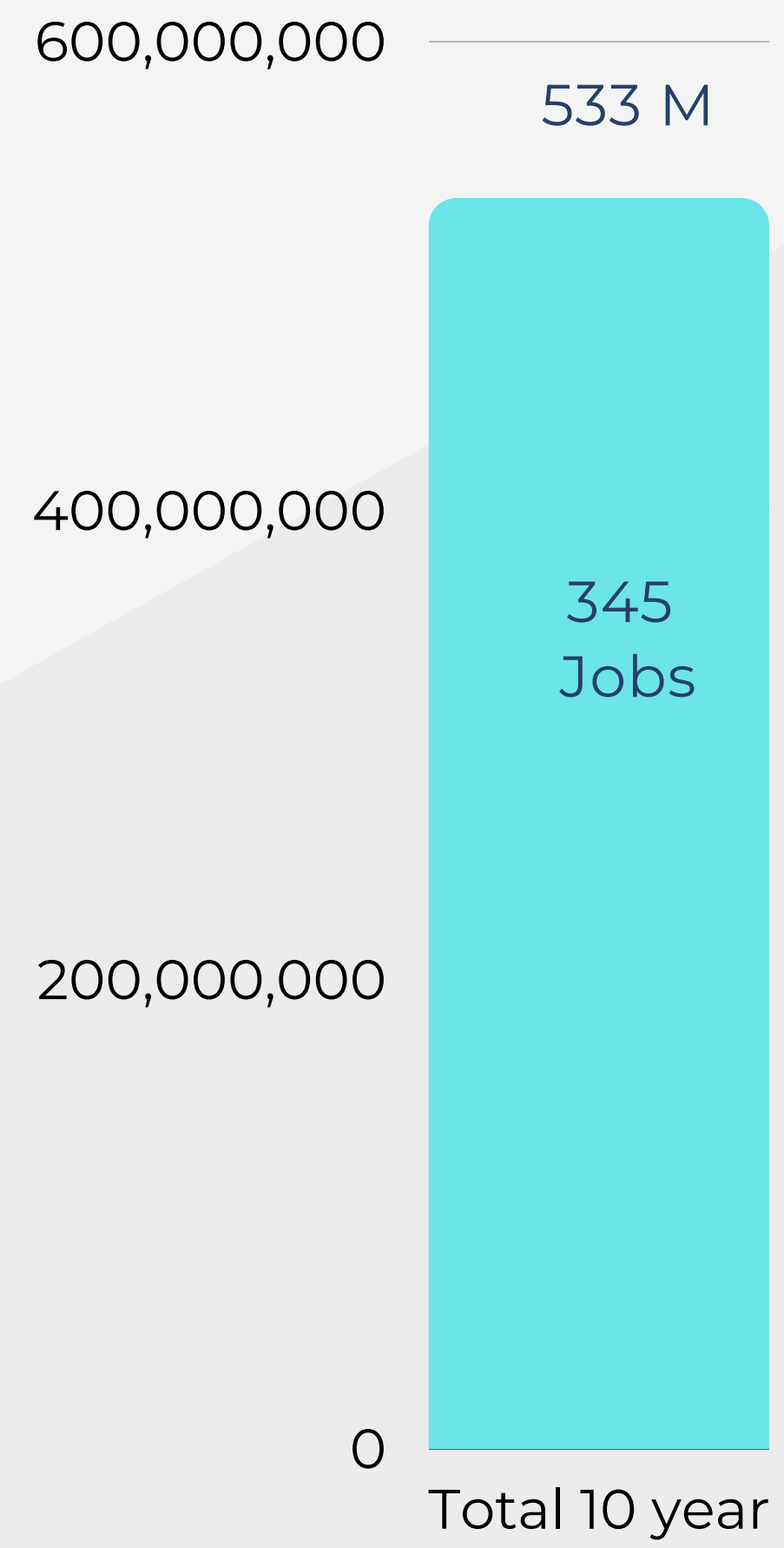
The values are supplied by using REMI (Regional Economic Modeling, Inc.) REMI is an advanced model generator that simulates the effects of economic policy changes on the economy that is utilized by Palm Beach County. REMI uses state-specific and national data to deliver a nuanced *prediction* of the varied, branching, and sometimes unexpected effects of economic policies.





10 YEAR ECONOMIC IMPACT

The total economic impact over 10 years projects \$533 mil added to the local economy through jobs created and economic activity which will be centered around Lake Park.





THE NUMBERS EXPLAINED...





REMI.COM

- Palm Beach County has supplied the economic data information using software called REMI
- REMI uses state-specific and national data to deliver a nuanced prediction of the varied, branching, and sometimes unexpected effects of economic policies.



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KEY FACTORS THAT SUPPORT THIS ECONOMIC GROWTH

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JOB CREATION

FULL TIME JOB STABILITY

- Local Jobs= Money paid locally, stays local and flows throughout the community.

○○○○



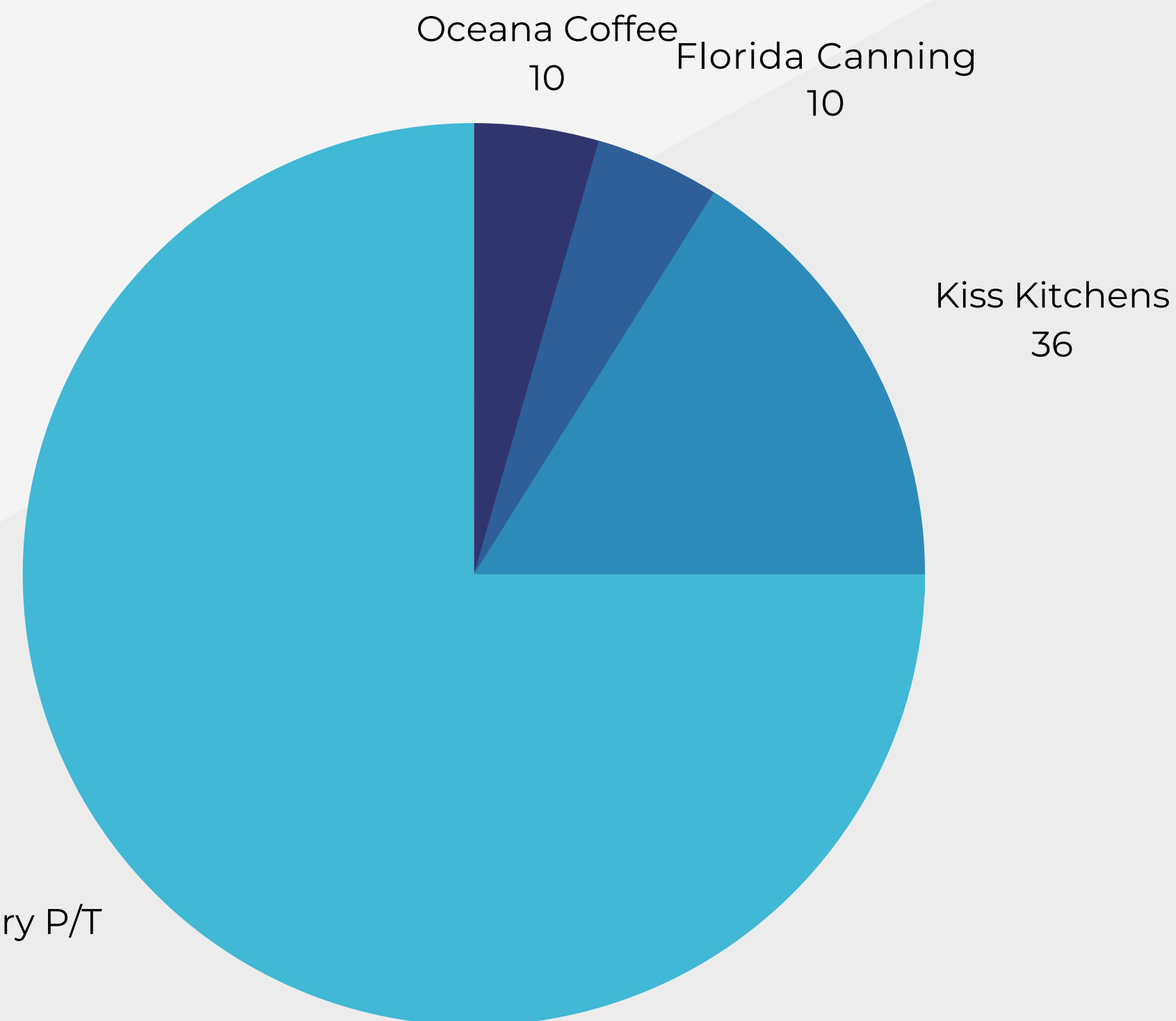


JOB CREATION

- Full time new employees as a result of this project
- In total more than 200 jobs over 5 years
- New small businesses will be created bringing growth and prosperity to our local economy.



Construction Temporary P/T
168



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INCREASED REVENUE

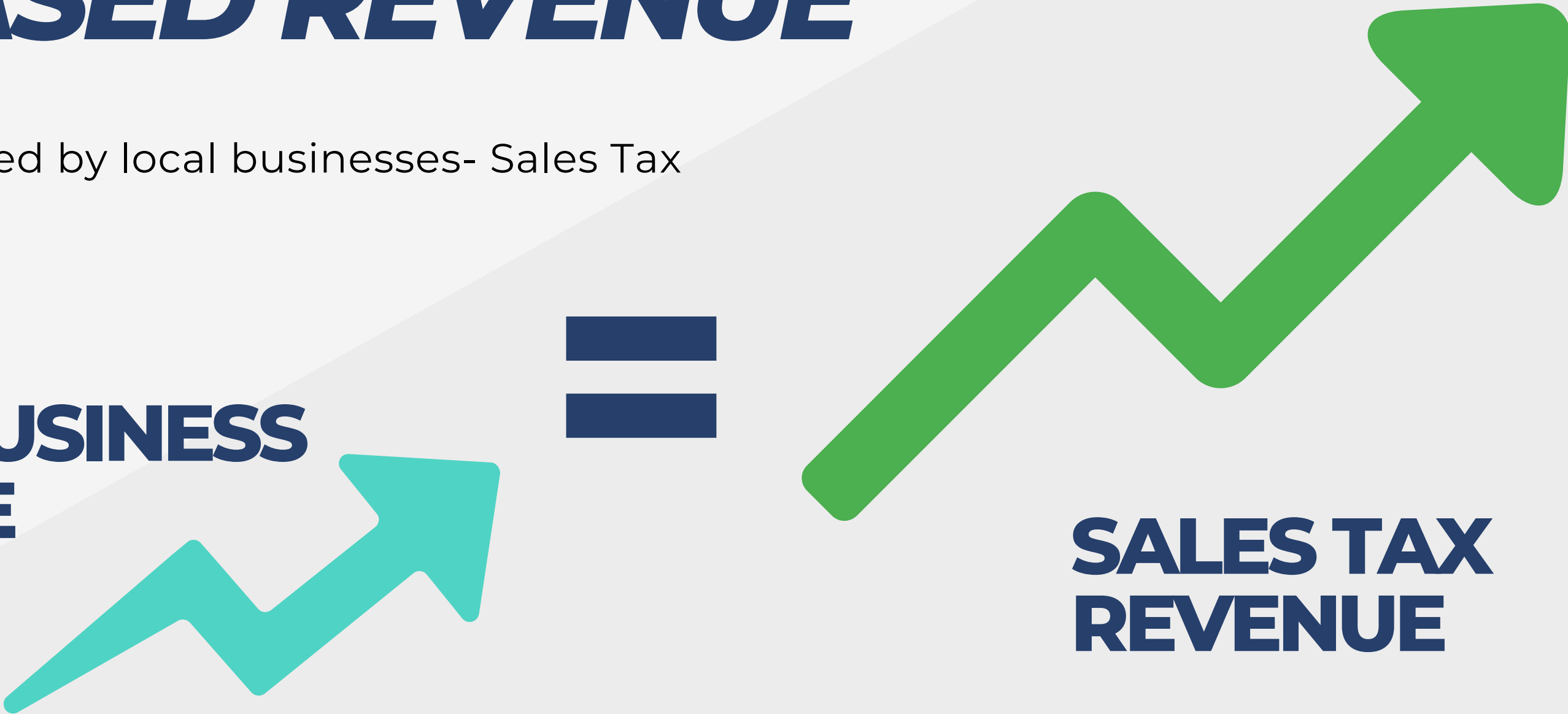
- Revenue generated by local businesses- Sales Tax

**LOCAL BUSINESS
REVENUE**

=

**SALES TAX
REVENUE**

○ ○ ○ ○





PROPERTY VALUES

- Site improvements at 1301 10th St.

\$800K



\$8 MILLION





PROPERTY VALUE

- Current building valued at approx \$765,000 by the Palm Beach County Property Appraiser.
- Appraised value of completed project is \$8Mil.
- Approx 2% of this property's estimated value will be added to the current tax base annually.
- As people continue to want to live, work, and play in Lake Park, the residential property market will flourish, additionally supporting the tax base in Lake Park.





POSITIVE IMPACT TO COMMUNITY

- Increased jobs in the community will presumably result in increased demand for residential property driving prices up.

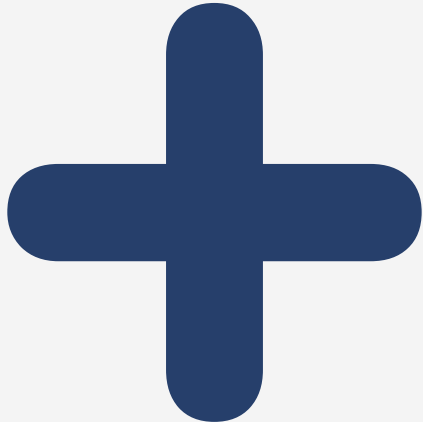
**LOCAL
POPULATION**



**DAILY VISITORS &
NEW RESIDENTS**



COMMUNITY PARTNERS



Palm Beach County
Assistance with structuring project and providing HUD loan funds

Bank of Belle Glade
Local to Palm Beach County since 1963, A local bank with local management and decision making.



SBA
Florida First Capital Finance Corporation
Providing SBA 504 funds for the project

Town of Lake Park
Grant and Vision from the Lake Park CRA

Morganti Construction
Local, dedicated, professional, leader in the constuction industry



JOIN US TO LIVE, WORK, & PLAY IN LAKE PARK



1301 10th Street, Lake Park



561.339.2913

We look forward to continuing the vision of the Lake Park CRA and facilitating bringing the culinary arts to your thriving performing arts district!

