

Space Reserved for Recording Information

PREPARED BY AND RETURN TO:

Patricia SaintVil-Joseph, Esquire  
City of Fort Lauderdale  
100 N. Andrews Ave  
Fort Lauderdale, FL 33301

**SATISFACTION OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Community Development Block Grant – Business Loan Agreement by **Metro Coffee LLC, d/b/a Warsaw Coffee Company**, a Florida limited liability company (hereinafter "Mortgagor"), dated January 19, 2017 and recorded May 24, 2017 in Official Records Instrument Number 114403984 of the Public Records of Broward County, Florida, given to secure the sum of **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)** on the following described properties, situated, lying and being in Broward County, Florida.

Property Address: 815 NE 13<sup>th</sup> Street  
Fort Lauderdale, Florida 33312

Mortgagee has satisfied all the conditions of the Business Loan Agreement and does hereby acknowledge satisfaction and discharge of said Mortgage and hereby directs cancellation of same of record.

Pursuant to Resolution No. 17-282 adopted by the City Commission of the City of Fort Lauderdale, the City Manager is authorized to execute this Satisfaction of Mortgage on behalf of the City of Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this 9<sup>th</sup> day of November, 2023.

WITNESSES:



Amber Cabrera  
Witness name – printed or typed

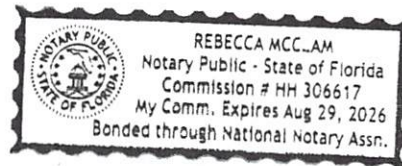
  
Greg Chavarria  
City Manager

Renee Voller  
Renee Voller  
Witness name – printed or typed

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of November, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

R. McClan  
Notary Public, State of Florida  
Rebecca McClan  
Name of Notary Typed, Printed or Stamped



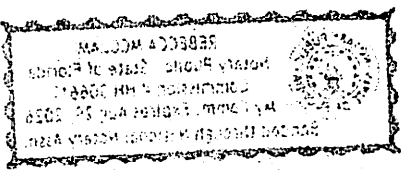
Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

Patricia Saint-Vil-Joseph  
Patricia Saint-Vil-Joseph, Assistant City Attorney

Handwritten notes in the top left corner, including "Handwritten notes" and "Handwritten notes".



Handwritten notes in the middle right section, including "Handwritten notes" and "Handwritten notes".

Handwritten notes in the bottom right section, including "Handwritten notes" and "Handwritten notes".

## HOUSING & COMMUNITY DEVELOPMENT DIVISION

# Memo

**To:** Sonia Sierra, Paralegal  
**From:** Angella Walsh, Housing & Community Development  
**Date:** October 26, 2023  
**Subject:** Satisfaction of Mortgage – Metro Coffee LLC- 815 NE 13<sup>th</sup> Street  
Fort Lauderdale, FL 33304

Attached please find copy of:

- 
- Copy of Loan Agreement and Exhibits
  - Copy of Resolution 17-282-, CAM 17-1463 with Action Summary

*100K (p 2) @ 0% (p 2)  
@ 5 years (p 2)*

This client has satisfied the terms of the agreement, and this loan has been forgiven.

Please prepare a Satisfaction of Mortgage and return it to our office for recording.

Thank you.

/

Attachments

## Sonia Sierra

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**From:** Angella Walsh  
**Sent:** Thursday, October 26, 2023 10:14 AM  
**To:** Sonia Sierra  
**Cc:** Rachel Williams; Avis Wilkinson  
**Subject:** Request for Satisfaction- Metro Coffee-815 NE 13th Street, Fort Lauderdale, FL 33304  
**Attachments:** Memo -Satisfaction of Mortgage.pdf; Loan Agreement-Warsaw Coffee Co..pdf; Reso 17-282 - CAM 17-1463 with action summary (003).pdf

Hi Sonia

Please see attached documents for Satisfaction of Mortgage the client has met all requirements of the term of the agreement.

*Angella Walsh* | Administrative Assistant  
**City of Fort Lauderdale | City Manager's Office**  
**Housing & Community Development Division**  
914 Sistrunk Boulevard, Suite 103  
Fort Lauderdale, FL 33311  
Ph: 954-828-4523  
Fax: 954-847-3754  
[awalsh@fortlauderdale.gov](mailto:awalsh@fortlauderdale.gov)



Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-2 [17-1463](#)

Resolution Authorizing the City Manager to Sign Federal and State Agreements and Documents Relating to Entitlement Programs

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-3 [17-1448](#)

Resolution to Authorize the City Manager to Execute an Easement with Florida Power & Light Company

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-4 [17-1005](#)

Resolution of the City Commission of the City of Fort Lauderdale, Florida, Amending Resolution Nos. 16-192, 16-206, and 17-136 to Extend the Term of the Innovative Development (ID) District Advisory Committee and the Terms of the ID District Advisory Committee Members, and Providing for an Effective Date

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-5 [17-1238](#)

Resolution Adopting the Third Amended and Restated Interlocal Agreement for Public School Facility Planning

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-6 [17-1440](#)

Resolution Authorizing Affordable Housing Funding Request and Authority to Sign the Local Government Contribution Loan Form and Execute Loan Documents for Sailboat Bend Apartments II - \$783,250

ADOPTED

Aye: 5 - Vice Mayor Roberts, Commissioner Trantalis, Commissioner McKinzie, Commissioner Rogers and Mayor Seiler

CR-7 [17-1449](#)

Resolution to Amend the Adopted Fiscal Year 2018 Nuisance Abatement Roll

ADOPTED

RESOLUTION NO. 17-282

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN AGREEMENTS AND DOCUMENTS RELATED TO FEDERAL AND STATE GRANT PROGRAMS ADMINISTERED BY THE HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF THE CITY OF FORT LAUDERDALE.

WHEREAS, Section 4.01(b) of the Charter of the City of Fort Lauderdale, Florida provides that pursuant to resolution, the execution of certain instruments may be delegated to another person; and

WHEREAS, to facilitate the efficient and timely administration of federal and state grant funds by the Housing and Community Development Division ("HCD") of the City Manager's Office, the City Commission finds that it is in the best interest of the City to delegate authority and designate the City Manager as the proper person to execute certain agreements and documents on behalf of the City of Fort Lauderdale;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Manager is hereby delegated authority to execute and deliver certain agreements and documents in connection with federal and state grant programs such as the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program, Housing Opportunities for Persons with HIV/AIDS (HOWPA) and the State Housing Initiatives Partnership Program (SHIP), all as administered by the Housing and Community Development Division, which authority shall include, but not limited to, authorization to execute HUD certifications, funding agreements, participation agreements, any amendments thereto, and satisfaction of mortgages.

SECTION 2. The City Manager's authority is limited to execution of documents and agreements related to programs and awards approved under the Annual Action Plan, and any amendments thereto, by the City Commission.

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

ADOPTED this the 19th day of December, 2017.

A handwritten signature in black ink, appearing to read "JP Seiler", written over a horizontal line.

Mayor  
JOHN P. "JACK" SEILER

ATTEST:

A handwritten signature in black ink, appearing to read "JAM", written over a horizontal line.

City Clerk  
JEFFREY A. MODARELLI





**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#17-1463**

**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Lee R. Feldman, ICMA-CM, City Manager

**DATE:** December 19, 2017

**TITLE:** Resolution Authorizing the City Manager to Sign Federal and State Agreements  
and Documents Relating to Entitlement Programs

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**Recommendation**

It is recommended that the City Commission adopt a resolution authorizing the City Manager to sign certain agreements and documents in connection with federal and state grant programs including: participation agreements; mortgage and satisfaction of mortgages and subordination agreements related to the HOME Investment Partnerships, Community Development Block Grant, Housing Opportunities for Persons with AIDS (HOPWA), Neighborhood Stabilization Program and State Housing Initiatives Partnership Programs.

**Background**

To expedite the administration of the federal and state grant funds, the Housing and Community Development Division is requesting that the City Manager be given the authority to sign the aforementioned Federal or State grant program agreements and documents to facilitate the requirements of these programs.

**Resource Impact**

The federal and state grants will reimburse the City for the funds expended on eligible activities.

**Strategic Connections**

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative included within the Neighborhood Enhancement Cylinder of Excellence, specifically advancing:

- Goal 5: Be a community of strong, beautiful, and healthy neighborhoods.
- Option 2: Ensure a range of housing options for current and future neighbors.

This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We Are Community*.

**Attachment**

**Exhibit 1- Resolution**

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Prepared by:           Avis A. Wilkinson, Housing Programs Administrator/SHIP  
Administrator

Department Director: Mario DeSantis, Acting Housing and Community Development  
Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
METRO COFFEE LLC

### Filing Information

**Document Number** L14000130263  
**FEI/EIN Number** 47-1746108  
**Date Filed** 08/19/2014  
**State** FL  
**Status** ACTIVE

### Principal Address

815 NE 13TH STREET  
FORT LAUDERDALE, FL 33304

### Mailing Address

815 NE 13TH STREET  
FORT LAUDERDALE, FL 33304

### Registered Agent Name & Address

OJEDA, SCOTT  
514 NE 19th Street  
Wilton Manors, FL 33305

Address Changed: 01/20/2023

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

OJEDA, SCOTT  
815 NE 13TH STREET  
FORT LAUDERDALE, FL 33304

Title AMBR

MCMACKIN, BLAISE  
815 NE 13TH STREET  
FORT LAUDERDALE, FL 33304

Title AMBR

Wong, Kimberly  
815 NE 13TH STREET  
FORT LAUDERDALE, FL 33304

Annual Reports

Report Year	Filed Date
2021	01/31/2021
2022	01/26/2022
2023	01/20/2023

Document Images

<a href="#">01/20/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/07/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/27/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/19/2014 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

**2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L14000130263

**Entity Name:** METRO COFFEE LLC

**Current Principal Place of Business:**

815 NE 13TH STREET  
FORT LAUDERDALE, FL 33304

**Current Mailing Address:**

815 NE 13TH STREET  
FORT LAUDERDALE, FL 33304

**FEI Number:** 47-1746108

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

OJEDA, SCOTT  
514 NE 19TH STREET  
WILTON MANORS, FL 33305 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title AMBR  
Name OJEDA, SCOTT  
Address 815 NE 13TH STREET  
City-State-Zip: FORT LAUDERDALE FL 33304

Title AMBR  
Name MCMACKIN, BLAISE  
Address 815 NE 13TH STREET  
City-State-Zip: FORT LAUDERDALE FL 33304

Title AMBR  
Name WONG, KIMBERLY  
Address 815 NE 13TH STREET  
City-State-Zip: FORT LAUDERDALE FL 33304

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** SCOTT OJEDA

AMBR

01/20/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date



Write a review

Add photo

Share

Save

## Menu

## Popular dishes

View full menu



Website menu

Full menu

## Location &amp; Hours

Suggest an edit



Mon	9:00 AM - 11:00 PM
Tue	9:00 AM - 11:00 PM
Wed	9:00 AM - 11:00 PM
Thu	9:00 AM - 11:00 PM
Fri	9:00 AM - 12:00 AM (brat day)
Sat	9:00 AM - 12:00 AM (brat day)
Sun	9:00 AM - 10:00 PM

Open now

## You Might Also Consider

Sponsored



**Matthew R. said** "Made reservations based on positive reviews (never been here before). Upon arriving we were skeptical based on first appearances. From street view we can see a cafe shack with business name burnt on sign & a commercialized neon sign. ... read more



**Adam H. said** "Stopped in here on a Thursday night. We just moved to the area so we wanted to check it out for our anniversary dinner and it looked really nice. We waited about 45 minutes, it was pretty busy but we didn't mind the wait. We were ... read more

## Amenities and More

Health Score Follow-up required

Takes Reservations

Offers Takeout

Walk-ins Welcome

37 More Attributes

## About the Business

Handcrafted cocktails, dinner entrees, elevated bar bites, weekend brunch, breakfast, lunch and in-house coffee bar serving Counter Culture Coffee.

Read more

## Ask the Community

Ask a question

**Q:** Is there parking available and if so is there a charge? Trying to go for 1 pm on Saturday

**A:** Unfortunately, no a large parking lot just to the west, if that happens to be the (really happens) there are shopping places just a cross the street that have large lots too. All are free (as of 2 years ago - 2 people found this helpful)

See 6 more answers

**Q:** Does this place has a kid menu?

**A:** No kids menu

Diana G. 2 years ago

See question details

See all 13 questions

## Recommended Reviews



Test your rating

Start your review of Milk Money Bar & Kitchen



Newest first

Filter by rating

Search reviews



2 years ago





**Luliza P.**  
Fort Lauderdale, FL  
10 12 2

**5.0** Nov 1, 2022 Updated review  
1 photo

This was our 3rd or 4th time coming here for brunch and it's become a favorite spot. Our server, Nadeja, is a sweetheart, very attentive and remembered us from last time! We had the omelet and eggs this time and it was delicious and it so fast we didn't get any stains. After that we had Normal Village Treasures and the Churros and Cream. I ordered the dirty churros and it's a must have, perfectly spiced.



Churros and omelet

10 10 10

**5.0** Aug 27, 2022 Previous review

Our server was really nice and the food was great. We had the farmhouse burger and the churros with a side of the Farmhouse Salsa. Must try the tortilla fries and definitely won't be the last time more.



**Legend C.**  
Margate, FL  
10 10 1

**5.0** Nov 4, 2022

The food was great. It's a nice brunch spot. The restaurant was amazing. It was clean, it was very busy. I wasn't too heavy on the food but you can see it to be happy. If you want to, the food was great! But the lunch drop, that definitely is coming back.

10 10 10

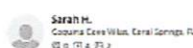


**Sarah W.**  
Solita, San Francisco, CA  
10 10 1

**5.0** Nov 4, 2022

The food was great. The server was great. The bathroom was really clean. Our server, Lucia, was great. She was on time with the drinks. She stayed on top of everything. All around was great. Restaurant was clean. Freshness amazing. 10 out of 10 highly recommended.

10 10 10



**Sarah M.**  
Coconut Creek Village, Coral Springs, FL  
10 10 4

**5.0** Oct 27, 2022

Everyone goes for the brunch, I go for the dinner. But whenever time you go, you will have a great meal. The chef is talented and consistent. Some recommendations: Chicken, honey, the chicken, pork, shrimp, pork, almost exclusive. Suggest I substituted the spinach for leafy greens. Still enjoying their generous menu.

10 10 10



**Alivia L.**  
Miami, FL  
10 10 10

**5.0** Oct 26, 2022

Hidden gem with an amazing breakfast and brunch option! Each meal is cooked individually so my friend & I don't have to worry about cross contamination with meat. She has a severe allergy but let's talk about their OLEO OUS waffles... I am only also reading and order there because they are so sweet and fluffy. I haven't had anything I didn't like here. The last thing I want to mention is how attentive and fast the staff are. You don't wait long for your food and you barely need to ask for a refill because they are on top of it.

10 10 10



**Barbara C.**  
Hialeah, FL  
10 10 10

**5.0** Oct 22, 2022

The food was delicious and our server Gabe was very attentive and friendly. We forgot to pick out the most delicious restaurant. The atmosphere of the restaurant is infused with great music. Thank you Gabe, we will definitely be eating again.

10 10 10



**Jose M.**  
New York, NY  
10 10 10

**5.0** Oct 27, 2022

1 photo

Came here with the brother from another... we had the sabbat for an appetizer... they were scrumptious. For dinner I had the salmon in the pic first of all it was a feast for my eyes... the taste was delicious... the most potatoes, the spinach, the salmon... Everything paired really well together and my taste buds were delighted... it was a very light meal so we had room for dessert. The brownie was some.

The service was adequate. Our waiter was attentive and friendly. We sat outside which was lovely with the 28 degree.

Overall, great restaurant would definitely recommend and I will come again.



10 10 10



**Den N.**  
Westborough, MA  
10 10 4

**5.0** Oct 16, 2022

Amazing food. Cauliflower appetizer is amazing and burgers are excellent. Service is pretty good.

10 10 10



**John G.**  
Columbus, OH  
10 10 10

**5.0** Oct 16, 2022

This place is great, very trendy. The food is good as service is well. Weekends are super busy and a little noisy. Sometimes you need to wait a long time for a table if you don't have reservations. Weekdays it's good cause it's empty.

10 10 10



**Jessica S.**  
Fort Lauderdale, FL  
10 10 10

millenniumbar.com

(954) 213-0431

Get Directions

815 NE 13th St Fort Lauderdale, FL 33304

Suggest an edit

You Might Also Consider

Sponsored



This restaurant is a new gem in an unexpected location. I am not disappointed. Read more



Just visited this location for the second time tonight on a "Just because" night. Read more

# **APPLICATION FOR REGISTRATION OF FICTITIOUS NAME**

**REGISTRATION# G17000139482**

**Fictitious Name to be Registered:** MILK MONEY BAR & KITCHEN

**Mailing Address of Business:** 815 NE 13TH STREET  
FORT LAUDERDALE, FL 33304

**Florida County of Principal Place of Business:** BROWARD

**FEI Number:** 47-1746108

**FILED**  
**Dec 20, 2017**  
**Secretary of State**

**Owner(s) of Fictitious Name:**

METRO COFFEE LLC  
815 NE 13TH STREET  
FORT LAUDERDALE, FL 33304 US  
Florida Document Number: L14000130263  
FEI Number: 47-1746108

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

SCOTT OJEDA

12/20/2017

Electronic Signature(s)

Date

**Certificate of Status Requested ( )**

**Certified Copy Requested ( )**

## Sonia Sierra

---

**From:** Angella Walsh  
**Sent:** Monday, November 6, 2023 11:43 AM  
**To:** Patricia SaintVil-Joseph  
**Cc:** Sonia Sierra; Avis Wilkinson  
**Subject:** FW: [EXTERNAL:CAUTION!]- Re: ADDITIONAL INFORMATION NEEDED  
**Attachments:** Metro Coffee LLC - name change from Warsaw Coffee Co to Milk Money Bar & Kitchen 12.20.2017.pdf; Metro Coffee LLC annual report.pdf; Yelp 2023.pdf; license6119192.pdf; We sent you safe versions of your files

Hi Patricia

I am forwarding email from client along with attachments regarding the business.

*Angella Walsh* | Administrative Assistant  
**City of Fort Lauderdale | City Manager's Office**  
**Housing & Community Development Division**  
914 Sistrunk Boulevard, Suite 103  
Fort Lauderdale, FL 33311  
Ph: 954-828-4523  
Fax: 954-847-3754  
[awalsh@fortlauderdale.gov](mailto:awalsh@fortlauderdale.gov)

---

**From:** Avis Wilkinson <[AWilkinson@fortlauderdale.gov](mailto:AWilkinson@fortlauderdale.gov)>  
**Sent:** Monday, November 6, 2023 11:33 AM  
**To:** Angella Walsh <[AWalsh@fortlauderdale.gov](mailto:AWalsh@fortlauderdale.gov)>  
**Subject:** FW: [EXTERNAL:CAUTION!]- Re: ADDITIONAL INFORMATION NEEDED

Angella,  
Here is information sent by Scott from Metro Coffee LLC

**Avis A. Wilkinson, Assistant Housing & Community Development Manager/SHIP Administrator**  
**Development Services Department**  
**954-828-4513 or [awilkinson@fortlauderdale.gov](mailto:awilkinson@fortlauderdale.gov) or fax# 954.847.3754**  
**914 NW 6<sup>th</sup> Street, Suite 103, Fort Lauderdale, Florida 33311**

“Change the world by changing yourself by being a person of grace, compassion and justice. Be the change you want to see.”

---

**From:** Scott Ojeda <[scott@milkmoneybar.com](mailto:scott@milkmoneybar.com)>  
**Sent:** Monday, November 6, 2023 10:11 AM  
**To:** Avis Wilkinson <[AWilkinson@fortlauderdale.gov](mailto:AWilkinson@fortlauderdale.gov)>  
**Subject:** [EXTERNAL:CAUTION!]- Re: ADDITIONAL INFORMATION NEEDED

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIV OF ALCOHOLIC BEVERAGES & TOBACCO**

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

SERIES: 4COP TYPE: SFS  
CONSUMPTION ON PREMISES ONLY

**METRO COFFEE LLC**

MILK MONEY BAR & KITCHEN  
815 NE 13TH STREET  
FORT LAUDERDALE FL 33304

**LICENSE NUMBER: BEV1621421**

**EXPIRATION DATE: MARCH 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5  
**COMMUNITY DEVELOPMENT BLOCK GRANT –  
BUSINESS LOAN AGREEMENT**

THIS IS A BUSINESS LOAN AGREEMENT, entered into this 19<sup>th</sup> day of January, 201~~6~~<sup>7</sup>, between:

**CITY OF FORT LAUDERDALE**, a municipal corporation,  
organized and existing under the laws of the State of  
Florida, hereinafter referred to as "City",

and

**METRO COFFEE LLC**, a Florida Limited Liability  
Company dba **Warsaw Coffee Company** hereinafter  
referred to as "Participant".

WHEREAS, the City receives Community Development Block Grant ("CDBG") funding from the U.S. Department of Housing and Urban Development ("HUD") to undertake particular projects and activities, under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383; and

WHEREAS the City approved its Annual Action Plan on July 7, 2015 (CAM # 15-0437) and submitted it to HUD; and

WHEREAS the Annual Action Plan provided funding for eligible community development projects, housing projects and/or economic development projects within the Middle River-South Middle River-Sunrise Boulevard Community Redevelopment Area ("Central City CRA") and Northwest Progresso Flagler Heights Community Redevelopment Area; and

WHEREAS, Participant has requested CDBG assistance to expand their business, Warsaw Coffee Company, in the Central City Community Redevelopment Area; by expanding the foot print of the Leased Premises located at 815 NE 13<sup>th</sup> Street to add a bar and to upgrade the existing kitchen; and

WHEREAS, on April 5, 2016 (CAM 16-0434) (the "Approval Date"), the City has determined that the project meets HUD's eligibility requirements based on the national objective to create jobs; approved the Participant's application for funding using its CDBG allocation and authorized the proper City Officials to enter into this Agreement ("Agreement")

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree to and are bound as follows:

1. RECITALS. The Recitals are true and correct and are incorporated herein.



2. PURPOSE.

The purpose of this Agreement is to establish the rights, duties and obligations of the City and Participant in order for Participant to borrow HUD funds from City, pursuant to this Agreement and in accordance with HUD rules, regulations and guidelines. The loan proceeds received by Participant shall be used solely to fund the cost and expense of adding an additional 1,000 square foot to the Leased Premises located at 815 NE 13<sup>th</sup> Street, Fort Lauderdale, FL (the "Leased Premises" or "Leasehold Premises") for use as a bar and installing a ventilation and fire suppression hood and a commercial stove top range along with any additional build out, enclosures and/or upgrades needed in the kitchen and within the Leased Premises for the coffee house café (referred to hereafter as "Business") on the Leased Premises. The Leased Premises are being improved in order to expand and improve the Business to include a bar serving alcoholic beverages for the purpose of creating or retaining jobs. The improvements to be made in connection with the Business are described in Exhibit "A" attached hereto and incorporated herein ("hereinafter referred to as "Project").

3. LOAN TERMS.

- (A) LOAN AMOUNT. The principal amount of the loan associated with this Agreement (hereinafter, "Loan") shall not exceed One Hundred Thousand & 00/100 Dollars (\$100,000.00) as evidenced by a Promissory Note in favor of the City (the "Note"). The interest rate on the Principal amount of the loan shall be zero percent (0%) per annum, except in any event of default as described in Paragraph 9.

Loan proceeds will be used to pay for Project expenses as provided in Exhibit "B" attached hereto. The term of the Loan is five (5) years from the Completion Date. The Completion Date is the date on which the construction of the Project has been substantially completed as evidenced by a final Certificate of Occupancy or Certificate of Completion. Repayment of the Loan shall be forgiven provided the Business is open and operating on the Leasehold Premises; Participant complies with terms of this Agreement and is otherwise not in default for a period of five (5) years following the Completion Date. The entire amount of the Loan balance will become due and payable, by Participant, upon failure to operate the Business during the required period, upon failure to create the required jobs, upon a transfer, assignment or sublease of the Leased Premises, upon a prohibited conversion or sale of the Business or other default as described in this Agreement or the Loan Documents during the term of this Loan.

For purposes of this Agreement, the expenses incurred by Participant for the Project on or after the Approval Date shall be eligible for reimbursement. The Effective Date of this Agreement is the date this Agreement is executed by the last party to this Agreement.

① 5 yrs from complete take up and  
② Biz is open + operating



- (B) **SECURITY.** The Loan shall be secured by the Personal Guarantee of Blaise McMackin, Scott Ojeda and Kimberly Thuy Wong (together with the Note are collectively referred to as the "Loan Documents")
- (C) **CLOSING.** The closing on this Loan shall occur no later than thirty (30) working days from the date of execution of this Agreement by both parties. The closing on this Loan shall occur at the principal office of the Manager of Housing and Community Development ("HCD"), City of Fort Lauderdale, 914 NW 6<sup>th</sup> Street, Fort Lauderdale, Florida, or such other place as may be agreed upon by the parties.

Prior to closing, the Participant either has provided or will provide to the City a copy of the construction contract with the general contractor or such other contract between Participant and such other provider of services, equipment or materials necessary to complete the Project (hereinafter referred to as "Vendor" or "Contractor") as described in Exhibit "B"; a description of the procurement method used to secure the construction or Vendor contract, and evidence all federal, state and local taxes are paid and current. The timely submission of such documents shall constitute a condition precedent to the closing of this transaction. The procurement method must be in accordance with the provisions of Paragraph 5 of this Agreement. In addition, prior to closing, Participant will provide proof that it has executed an amendment or a new lease with the owner/landlord of the Leased Premises which instrument will grant long term rights (at least five (5) years from the Completion Date) to the Participant in the expanded premises and 2) proof that it has sufficient funds which combined with this Loan shall cover the entire cost of the Project improvements. Participant represents that the total cost for the Project improvements is approximately \$300,000.00.

- (D) **DISBURSEMENTS.** Funds provided herein shall be disbursed to the Participant for eligible expenses associated with the Project on a reimbursement basis with a maximum of four (4) request from the Participant which disbursement shall be made within 45 days of receipt of proper invoices from the Participant for material or services paid for by the Participant, with supporting documentation in the form of cancelled checks or other forms of documentation acceptable to the City showing proof of payment, an update accounting of Project improvement cost and all other documentation as required by the City, including release of all applicable liens related to the Project. The first reimbursement may be requested when the Project is 25% complete. The second reimbursement may be requested when the Project is 50% complete. The third reimbursement may be requested when the Project is 75% complete. The fourth (final) reimbursement may be requested when the Project is 100% complete. The final invoice for reimbursement must be accompanied by proof of inspections and signoffs by the building official of the regulatory authority for the Project, final releases by the Contractor customary to the

construction, release of liens from subcontractors or material men who provided notice to owner and a final certificate of occupancy or certificate of completion. Payments may be contingent upon certification of the Participant's financial management system in accordance with the standards specified in 24 CRF 84.21.

- (E) INSURANCE COST. Participant shall be obligated to pay and maintain all insurance required at its own cost. Participant's failure to provide insurance in accordance with this Agreement shall constitute an event of default as provided in this Agreement.
- (F) REPRESENTATIONS AND WARRANTIES. The Participant represents and warrants to the City that each of the following statements is true and accurate.
  - (1) The Participant is a limited liability company created pursuant to the laws of the State of Florida, duly organized and validly existing, and has all requisite power and authority to carry on its business as now conducted, to own or hold under lease or otherwise, its properties and to enter into and perform its obligations hereunder and under each instrument described herein to which it is or will be a party.
  - (2) This Agreement and each of the Exhibits have been duly authorized by all necessary action on the part of, and have been duly executed and delivered by the Participant and neither the execution and delivery thereof, nor its compliance with the terms and provisions of this Agreement at any time such action is necessary (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to the City, or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Participant, or (iii) contravenes or results in any breach of, default under, or the creation of, any lien or encumbrance upon any property of the Participant under any indenture, mortgage, deed of trust, bank loan or credit agreement, or any other agreement or instrument in existence on the date of this Agreement to which the Participant is a party.
  - (3) This Agreement and each of the Exhibits hereto constitute legal, valid and binding obligations of the Participant enforceable against the Participant in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.
  - (4) There are no pending, or to the knowledge of the Participant,

threatened actions or proceedings before any court or administrative agency against the Participant, or against any officer, employee, partner or member of Participant which question the validity of this Agreement or any Exhibit hereto, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Participant.

- (5) All written information and other documentation relating to the Project and the Participant delivered by the Participant to the City are true and correct to the extent such information and documentation has not been superseded by this Agreement.
- (6) The chief place of business and offices of the Participant are in Broward County, Florida, and the office where it keeps its records concerning the Project and all contracts, licenses and similar documents or instruments relating thereto is in Broward County, Florida.
- (7) Compliance with Federal Certifications: The Participant is aware of the Certifications given by City as set forth in HUD FORM 7068 (6-78) entitled "Certifications" which was executed by City in connection with its Community Development Block Grant Application, and Participant agrees to comply with such Certifications to the extent required by law.
- (8) The Participant represents that seventeen (17) jobs are projected to be created as a result of the Project and expansion of the Business. Participant acknowledges and agrees that it will use good faith efforts to create seventeen (17) jobs as stated. At a minimum requirement, not less than one (1) job involving the employment of Low and Moderate Income Persons shall be provided per \$35,000 in CDBG funds expended toward the Leasehold Premises, resulting in a minimum of three (3) jobs, computed on a full time equivalent (FTE) basis, for Low and Moderate Income Persons. Low- and Moderate income Household or Person means a household or a person or family whose income, adjusted for family size, is equal to or less than 80% of the area's median income by family size as determined from time to time for the City by the US Department of Housing and Urban Development (HUD).
- (G) Covenants. In addition to covenants of the Participant expressly set forth within the four corners of this Agreement, including all exhibits, attachments and addenda, the Participant covenants with the City that:
  - (1) During the term of this Agreement, the Participant shall cause to

occur and continue to be in effect at the appropriate times as contemplated by this Agreement the following:

- (a) Secure all governmental permits, licenses and approvals necessary for the construction or operation of the Project; and
  - (b) Commence and complete construction of the Project; and
  - (c) Secure financing necessary to complete the Project; and
  - (d) Secure all insurance as required by Paragraph 6 hereof;
- (2) The Participant shall perform, or cause to be performed, the construction, development, and operation of the Project and Business in accordance with the requirements of this Agreement and will not violate any laws, ordinances, rules, regulations or orders applicable thereto.
- (3) The Participant shall use, or cause to be used, and operate or cause to be operated, the Project in accordance with this Agreement. All other principal or accessory uses are prohibited unless expressly permitted by the City pursuant to Participant's request. The Participant shall maintain and repair the Project during and after the Completion Date.

#### **4. PARTICIPANT OBLIGATIONS.**

The Participant is subject to the following specific obligations for the entire term of this Agreement and the Loan Documents;

- (A) Participant shall commence and complete the Project within One hundred twenty (120) days after the receipt of construction permit is issued by the City of Fort Lauderdale. As of the Effective Date, the Project drawings and plans have been submitted to the Building Department of the City of Fort Lauderdale for approval ("Completion Date").
- (B) Within twelve (12) months of the Completion Date, Participant shall have hired a Low and Moderate Income person(s) equivalent to one full time job for each \$35,000 of the Loan amount. Based on the maximum Loan amount provided in this Agreement, Participant shall create and make available the equivalent of three (3) full time positions for Low and Moderate Income Persons as described on Exhibit "C" of this Agreement ("Positions").
- (C) Participant shall fill each Position for a minimum of three (3) years. If one

or more Positions is not filled or becomes vacant, no default in this Agreement shall occur as a result if Participant provides and the Manager agrees in writing that Participant is making best efforts to fill the Position in accordance with the job descriptions provided in Exhibit "C" and the Position is not filled due to no fault of the Participant. However in calculating the three (3) year requirement only those days when the position is filled shall be counted.

- (D) At least three (3) Positions must be held by very low, low or moderate-income eligible residents (equivalent to household incomes with annual incomes of eighty percent (80%) of less of the area medium income, such eligibility to be determined by HCD). Current HUD Income Eligibility Guidelines shall be used to determine household income. A copy of Exhibit D must be completed and submitted for each individual hired into one of the positions created through this Business.
- (F) If required pursuant to Florida Statutes, within sixty (60) days of the commencement of Project, a Notice of Commencement signed by the Participant shall be recorded and a certified copy thereof posted on the site of the Leased Premises in accordance with the Florida Mechanics' Lien Law. The City shall be furnished with proof of such posting. The City's name and address of its principal office (elsewhere herein set forth) and proof, acceptable to the City that such Notice of Commencement has been properly posted on the property in accordance with the requirements of Chapter 713 Florida Statutes, shall be delivered to the City.
- (G) Participant agrees that all work and improvements described in Exhibit "B" shall be performed by a contractor duly licensed under the laws of the State of Florida and Broward County or other licensed or certified Vendor as approved by the Manager of HCD.
- (H) Participant further agrees, during the term of this Agreement, it shall not remove or demolish the Business or any improvements on the Leased Premises; to complete or restore promptly and in good and workmanlike manner any area which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished to the Leased Premises; to comply with all laws affecting said Leased Premises.

5. GENERAL CONDITIONS.

Participant agrees to comply with the following federal laws and executive orders:

- (A) Title VI of the Civil Rights Act of 1964 (Public Law 88-352). This law states that no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal

financial assistance.

- (B) Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 ET. SEQ., particularly 42 U.S.C. 6101 ET SEQ., and 29 U.S.C. 794). This section mandates that no person on the grounds of race, color, national origin, sex, age or religion shall be excluded from participation, denied the benefits of or otherwise be subject to discrimination under any activity funded in whole or in part by CDBG funds.
- (C) Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701U). This section requires that, to the extent applicable to the Project, Participant must:
  - (1) Ensure that the work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - (2) Award contracts for work undertaken in connection with a household rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located and to low and very low income participants in other programs.
  - (3) Comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by execution of this Agreement, Participant certifies that it is under no contractual or other impediment that would prevent it from complying with the part 135 regulations.
  - (4) If applicable to the Project, include in any Agreement with a Contractor or Vendor the following:
    - (a) The contractor agrees to send to each labor organization or



representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (b) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (c) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (5) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (D) Section 504 of the Rehabilitation Act of 1973, as amended. This section specifies that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal assistance.
- (E) The Americans with Disabilities Act of 1990. This law prohibits discrimination on the basis of disability in employment, state and local government service and in public accommodations in commercial facilities. The Act defines the range of conditions that qualify as disabilities and the

reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living and economic self-sufficiency for persons with disabilities.

- (F) The Age Discrimination Act of 1975, as amended. This law provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal assistance.
- (G) Executive Order 11246 (as amended by Executive Orders 11375 and 12086), equal opportunity under HUD contracts and HUD assisted construction contracts. This order requires that sub recipients, and their contractors and subcontractors agree not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. These provisions shall apply to this Project and Business.
- (H) Prevailing Wages. All laborers and mechanics employed by contractors or subcontractors on construction work for this Project must be paid "prevailing" wages that have been determined by the Davis Bacon Act (40 U.S.C. 276A-276A-5); the Contract Work, Hours and Safety Standards Act (40 U.S.C. 327 to 333) and the Copeland Anti Kick Back Act (40 U.S.C. 376C), also apply to such activities.
- (I) Conflict of Interest. (24 CFR 570.611; 24 CFR 85.36; and OMB A-110) Except for payment for services provided to employees or individuals of the Participant, such names to be specifically listed and provided to the City at the time Participant executes this Agreement, no person who is an employee, agent, consultant, officer, or board member of the Participant who exercises or has exercised any functions or responsibilities with respect to the HUD funds to be provided or the activities and services to be performed under this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, or a principal by whom such person is retained, is allowed to obtain a financial interest in or benefit from this Agreement or the services or activities to be provided under this Agreement, or have a financial interest in any contract, subcontract or agreement regarding the activities or services described in this Agreement or the proceeds derived from such activities. The activities include but are not limited to the purchasing or selling any real property that has been purchased or sold with all or a portion of HUD funds, either for themselves or any person who is an employee, agent, consultant, officer, or elected or appointed official of the Participant, and to their immediate family members, and business partners, during their tenure or for one year thereafter, subject to the exceptions stated in 24 C.F.R. 570.611 (d) or 24 C.F.R. 92.356 (d), which exceptions require written approval from HUD. Participant shall be required to submit a Certificate of compliance with respect to this provision

upon the payment by City of HUD funds. This provision is applicable to the procurement of supplies, equipment, construction and services; acquisition and disposition of real property; provision of assistance to individuals, businesses or private entities for all eligible activities (24 CFR 570.201-204) and the provision of loans to individuals, businesses, and other entities.

The term "*immediate family ties*" means an individual who is related to a public officer, public employee, officer, director, person having an equity ownership in the Participant of 5% or more or business associate of a person having an ownership interest in the Participant of 5% or more as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or officer, director, person having an equity ownership in the Participant of 5% or more or business associate described above or who otherwise holds himself or herself out as or is generally known as the person with whom the public officer or public employee or officer, director, person having an equity ownership in the Participant of 5% or more or business associate described above intends to marry or intends to form a household or any other natural person having the same legal residence as the public officer or public employee or officer, director, person having an equity ownership in the Participant of 5% or more or business associate as described above.

- (J) The Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as Supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- (K) The Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"), when applicable. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination as used by the Department of

Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- (L) The Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333), Sections 102 and 107, as supplemented by Department of Labor regulations (29 CFR Part 5), when applicable. Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (M) 24 CFR Part 70 applies to volunteers.
- (N) E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- (O) The Drug-Free Workplace Act of 1988 (42 U.S.C. 701), which requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's regulations provided at 48 CFR Part 23.500, et seq.
- (P) All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the grant amount is in excess of \$100,000. Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- (Q) Provisions, standards and requirements of 24 CFR§208 and 24 CFR § 570. 506(5) and

- (R) Such other federal and state laws, rules, regulations set forth in Exhibit "E" attached hereto.

6. PROCUREMENT.

The Participant agrees to adhere to 24 CFR Part 84 with regard to the purchase of all equipment and furnishings. Procurement of all items shall be conducted through open competition that may include price or rate quotations or sealed bids from at least two or more qualified sources or responsive bidders. Sole source procurement shall be used only in instances where items to be purchased are not available through open competition.

7. INSURANCE AND INDEMNIFICATION.

- (A) It is agreed by and between the City and Participant that Participant shall protect, defend, indemnify and hold harmless the City of Fort Lauderdale, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in performing its obligations under this Agreement or the Loan Documents or arising out of Participant's default or violation of this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. The Participant further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense, except that the City reserves the right to select counsel of its own choosing, and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.
- (B) The Participant and Contractor shall purchase and maintain at its own expense, the following types and amounts of insurance, in forms and companies reasonably satisfactory to the City.
  - (1) During the construction period, the Participant, at its expense, shall keep all of the insurable buildings, property and equipment located on the Project Site insured under a Builder's Risk Insurance policy providing for "all risk property coverage" for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism and malicious mischief. Such insurance shall be in a face amount not less than one hundred percent (100%) of the

cost of construction of the Project, as set forth in the Construction Contract, and the insurer shall be obligated to pay one hundred percent (100%) of the cost of restoring the improvements constructed, from time to time, during the construction period. Each insurance policy shall include the City and such project lenders as request it as insured, as the interest of each may appear, and shall provide for loss to be payable to Participant or, to the extent required under the Project financing, the project lenders.

- (2) Following any Completion Date and during the term of this Agreement, the Participant or its successors, shall keep all of the insurable buildings, structures, property and equipment on the Leased Premises insured under an All Risk property policy for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism, and malicious mischief. Such insurance shall be in an amount of no less than the replacement value of said insurable property, including structures, property and equipment. To the extent that insurance proceeds are available and the necessary or contemplated repairs are feasible, the Participant shall repair any damage or destruction to the Leased Premises.
- (3) During the construction period, the Developer or Contractor shall secure and maintain or cause to be secured and maintained in full force and effect such commercial general liability insurance including coverage for operations, independent contractors, products, completed operations, broad form property damage and personal injury as will protect the Participant, the City, and their agents and employees from any and all claims and damages for injury to persons or death or damage to any property of the City, or of the public, which may arise out of or in connection with the performance of any work or operations by the Participant in, on, under, or over the Leased Premises during the construction of the Project, whether said work or operations shall be by the Participant, the Contractor, or by anyone directly or indirectly contracted, employed or retained by any of them. The amounts of such insurance shall not be less than limits of \$1,000,000.00 per occurrence for injury to persons or death, or for property damage or such larger amount as determined by Participant. The limit of liability for personal injury shall be no less than \$1,000,000.00 and the limit of liability for contractual liability shall be no less than \$1,000,000.00. Each policy shall name the City and such project lenders, as request it, as additional insured.
- (4) After any Completion Date and during the term of this Agreement, the Participant shall secure and maintain, or cause to be secured and maintained, in full force and effect, commercial general liability insurance, in an amount not less than \$500,000 per occurrence,



and including coverage for premises, completed operations, independent contractors, broad form property damage and personal injury from any and all claims for damages for injury to persons or death, or for damage to any property of the City or the public which may arise out of the Participant's use and occupancy of the Leased Premises and the operation of the Business on the Leased Premises. Participant may provide this insurance by adding the City and their agents and employees as an "additional insured" on any and all policies provided.

- (5) During the construction period, the Contractor shall secure and maintain or cause to be secured and maintained in full force and effect auto liability insurance in compliance with State law.
  - (6) The Participant, Contractor and all subcontractors shall each secure and maintain in full force and effect Workers' Compensation insurance, if applicable, for all their respective personnel, employed at the site of the work or in any way connected with the work that is the subject of this Agreement if such insurance is required by law to be provided and in connection with Participant's Business. The insurance required by this provision shall comply fully with the Florida Worker's Compensation law shall include statutory limits on worker's compensation, as well as Employees Liability Insurance with limits of no less than \$500,000.00 per occurrence.
  - (7) All insurance and lesser amounts for insurance need to be approved in writing by the City's Risk Manager based on City's insurance requirements for similarly situated developments.
- A. 11.2 Non-Cancellation Clause. All insurance policies or agreements required by this Article shall provide that such policies or agreements cannot be substantially modified, canceled or terminated until after at least thirty (30) days' notice has been given to the City and the Participant, to the effect that such insurance policies or agreements are to be substantially modified (including the terms of such modification), canceled or terminated at a particular stated time thereafter.
  - B. 11.3 Certificate of Insurance. The Participant shall provide or cause to be provided to the City policies or certificates of insurance or other acceptable proof of compliance with the insurance provisions of this Agreement at such times as shall be reasonably required and shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance during the term of this Agreement.
  - C. 11.4 Right of Parties to Obtain Insurance. In the event the Participant, at any time during the term of this Agreement refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance

required by this Agreement, the City may procure or renew such insurance and after notice to the Participant that it must obtain such insurance within thirty (30) days of such notice, all amounts of money paid by the City for procurement or renewal of such insurance shall be due and payable forthwith by the Participant to the City together with interest, at the statutory rate, to the date of payment thereof by the Participant. The City shall notify the Participant in writing of the date, purposes, and amounts of any such payments made by it pursuant to this Article.

- D. 11.5 Non-Waiver of Participant's Obligations. No acceptance or approval of any insurance policy or policies by the City or the Participant shall relieve or release or be construed to relieve or release any other party from any liability, duty or obligation assumed by or imposed upon it by the provisions of this Agreement.
- E. 11.6 Reasonable Deductible. Any insurance policy required by this Article may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Participant to the City and approval from the City is given in writing, which approval shall not be unreasonably withheld or delayed. In the event that the City fails to approve or disapprove such deductible provision pursuant to this Article, within thirty (30) days of the notice from the Participant as required by this Article, such failure shall be deemed an approval of such deductible provision by the City.

8. AGREEMENT CANCELLATION.

In the event this Agreement is terminated or any other Event of Default, the entire unpaid principal amount remaining on the Loan shall become immediately due and payable, without notice or demand, and interest at the highest rate permissible by law, unless otherwise lowered by City, and shall begin to accrue thereon after thirty (30) calendar days from the date of termination or default, as established by the City.

9. FURNISHINGS / EQUIPMENT / SUPPLIES

- (A) The Participant agrees that any equipment, furnishings, and supplies purchased with funds obtained through this Agreement, shall be continuously well-maintained and kept in good condition and repair during their useful life. All of these equipment, furnishings, and supplies shall be kept in a secure location to prevent loss, damage, or theft. All equipment and furnishings acquired by the Participant using the Loan funds shall become the property of the City upon the dissolution of Participant or upon Participant's failure to comply with the terms of this Agreement.
- (B) Participant agrees to maintain property records that include a description of the equipment and furnishings purchased with Loan funds, listing the

location and general condition of said property, and a serial or other identification number. Such records shall also include the source of the property, which holds title, the acquisition date, the cost of the property, and the percentage of federal participation in the cost of the property. Such records shall be provided to the City on an annual basis throughout the term of this Agreement.

- (C) The Participant agrees that all equipment and furnishings purchased with funds obtained through this Agreement shall be subject to a physical inventory. The results of said inventory must be reconciled with any existing property records on an annual basis.
- (D) Participant agrees that the items of equipment, supplies, and furnishings obtained as a result of this Agreement shall not be sold, transferred, or otherwise disposed of, without the written consent of the City.

10. EVENTS OF DEFAULT.

The following events shall constitute an "Event of Default" pursuant to this Agreement:

- (A) An Event of Default, as defined in this Agreement, the Loan Documents Mortgage or any other instrument associated with this Agreement.
- (B) If the Project on the Leased Premises is not commenced and completed within the time provided in Paragraph 3 of this Agreement. The use of unacceptable construction elements and raw materials, as determined by HCD, or if work is substantially discontinued without cause as determined by HCD for a period of fifteen (15) days or more.
- (C) If the Positions are not filled within the time and in accordance with Paragraph 3 of this Agreement.
- (D) If construction of the Project or its implementation violate any ordinance, regulation, rule or direction of any federal or state agency, or any governmental or quasi-governmental authority, or any zoning regulations; or any building permit is revoked or suspended or shall lapse; or if the Participant fails to satisfy in a timely manner the conditions of any permit or license which is conditional in nature so as to prevent its validity.
- (E) The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other Loan document executed concurrently herewith or made subsequent hereto shall be found to be inaccurate, untrue or misleading; or shall fail to timely perform all terms and conditions for disbursement.

- (F) If the Participant or any endorser of the note files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent or shall file any petition or answer seeking a reorganization arrangement, composition readjustment, liquidation, wage earners plan, assignment for the benefit of creditors, receivership dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant or all or any part of the Leased Premises of Participant or endorser of the Note; or if within ten (10) days after commencement of any proceeding against the Participant or endorser of the note, seeking any reorganization arrangement, composition readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future Federal Bankruptcy Act or any other present or future federal, state, or other local law, such proceedings shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or any endorser of the note or any trustee, receiver or liquidator of the Participant or any endorser of the note, or of all or any portion of the Leased Premises, such appointment shall have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of such stay, such appointment shall not have been vacated.
- (G) A lease, sublease, assignment or other transfer by Participant of the Leased Premises, Business or both within the term of this Agreement, unless the new owner, lessee or other transferee has been approved by the Manager in writing as an eligible participant and has executed agreements accepting and assuming all of the rights and responsibilities of the Participant as provided in the Loan Documents.
- (H) The breach, violation or failure to perform any of the obligations of the Participant or any of the covenants and conditions contained in any of the Loan documents executed simultaneously herewith.
- (I) Participant terminates the lease for the Leased Premises prior to the expiration of a five (5) year term starting from the Completion Date.
- (J) The Participant fails to meet the HUD performance measures and other Federal Requirements of the Project under Paragraph 4 of this Agreement. In accordance with 24 CFT 85.43, the City may suspend or terminate this agreement if Participant materially fails to comply with the following:
  - (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as

may become applicable at any time;

(b) Failure, for any reason, of the Participant to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Participant to the City reports that are incorrect or incomplete in any material respect.

(K) Upon the occurrence of any Event of Default, the City shall cease making disbursements hereunder and, if Participant has failed to cure such default within any applicable cure period as provided, the City may:

(1) Declare immediately due and payable, all monies advanced hereunder and accordingly, accelerate payment of the Note and at the City's option, take any action permitted thereby or appropriate by law.

(2) Enter upon the Leased Premises and take possession thereof together with the improvements constructed or being rehabilitated thereon, all books, records, files, correspondence and other material of the Participant related to the Leased Premises, the plans and specifications, shop drawings, and materials, supplies, tools, equipment and construction facilities and appliances located thereon or stored off site in connection with the Leased Premises and proceed, either in the name of the City or in the name of the Participant (as the latter's attorney in fact, which authority is coupled with an interest and is irrevocable by the Participant), as the City shall elect to complete or cause to be completed, the rehabilitation at the cost and expense of the Participant. If the City so completes, it may do so according to the terms of this Loan, or according to such changes, alterations, or modifications in the construction as the City shall deem expedient or necessary and the City may enforce or cancel all contracts which in the opinion of City deems advisable and the Participant shall be liable under the Loan Documents to pay the City any amount or amounts expended by the City for such performance, together with any costs, charges or incident thereto or otherwise incurred or expended by the City on behalf of the Participant in connection with the completion of the construction. A statement of such expenditures, verified by the affidavit of an officer of the City, shall be prima facie evidence of the amounts so expended and of the necessity for such expenditures, and the burden of proving to the contrary shall be upon the Participant. The City shall have the right to apply any funds agreed

to be advanced hereunder to bring about the completion of the Project improvements and to pay the cost thereof, and if such money so agreed to be an advance are insufficient, the Participant agrees to deliver and pay to the City such sums of money as the City may from time to time demand for the purpose of completing the Project Improvements or of paying any liability, charge or expense time, demand for which may have been incurred or assumed by the City under or in connection with the performance of this Agreement.

- (L) The remedies herein provided for shall in addition to and not a substitution for the rights and remedies which would otherwise be vested in the City in law or equity under the Note or any other Loan documents all of which rights and remedies are specifically reserved by the City, any failure by the City to exercise the remedies herein provided shall not precluded the resort to any other remedy or remedies of damages or otherwise in the event of a breach of any of the undertakings of the Participant hereunder. No delay or omission by the City in exercising any rights or remedy occurring upon the happening of an Event of Default shall impair any such right or remedy or shall be construed as a waiver of any such default; and every right and remedy hereby conferred upon the City may be exercised from time to time and as often as shall be deemed expedient by the City. No waiver of any impending default shall extend to or affect any other Event of Default.

11. ASSUMPTION.

Neither the Loan, nor this Agreement is assumable except as provided in Paragraph 9(G) of this Agreement. Any disbursed funds are immediately due upon the sale, assignment, sublet lease or transfer of the Business or Leased Premises.

12. DISCLOSURE AND CLOSE OUT.

The Participant understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Participant's responsibilities with respect to services provided under this Agreement, may be prohibited by state or federal law unless prior written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Participant is responsible for identifying and following any state or federal law that may be applicable to disclosure.

The Participant's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of



program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Participant has control over CDBG funds, including program income.

13. PROPERTY MANAGEMENT AND MAINTENANCE.

Participant agrees that the Leased Premises shall, after the Project is complete, be continuously well-maintained and kept in standard condition and repair during the term of the Loan.

14. RECORDS.

Records pertaining to this Agreement shall be maintained by the Participant and made available, in Broward County, Florida, for the duration of the Agreement and retained for a period of three (3) years beyond the last day of the Agreement term. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which may arise from it, or until the end of the regular 3-year period, whichever is later.

15. RIGHT TO AUDIT.

City shall have the right to audit the books, records, and accounts of Participant that are related to this Agreement. Participant shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Participant shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Participant shall make same available at no cost to City in written form.

Participant shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Participant, Participant shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

The Participant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

16. MONTHLY/ANNUAL REPORT.

In the first year of this Loan, the Participant shall provide a monthly status report that contains the progress made to complete the Project, the status of filling the Positions, the total funds expended at the time of the report and the funds anticipated to be used in the following month. The report will include an updated timeline for the completion of construction and employment of eligible residents. In addition to the monthly report, Participant shall provide a copy printed Participant from the EPLS website at <https://www.epls.gov> showing that Participant checked the website to determine if any Contractor or Vendor is debarred, suspended or otherwise excluded and declared ineligible as provided in Paragraph 4(N) of this Agreement. Further, the Participant shall provide an Annual Report to HCD no later than thirty (30) days following the end of a City' fiscal year during the term of this Agreement. The Annual Report format and spreadsheet shall be provided to Participant. In addition to the Annual Report, the Participant shall provide HCD with a detailed progress report of the retained and created jobs that are filled or vacant and not occupied by income eligible applicants. An Annual Report must be submitted each year for the entire term of this Agreement.

17. FINANCIAL STATEMENTS TO BE FURNISHED.

Participant shall furnish to the City upon the City's request, but no more than once a year, a complete and current financial statement of all assets and liabilities, contingent or otherwise, prepared in accordance with generally accepted accounting principles and verified by affidavit of Participant and, at the request of the City, certified (in form satisfactory to the City) by an independent certified public accountant acceptable to the City; and promptly, from time to time, but no more than once a year, such other information regarding the operations, business, affairs and financial condition of Participant as the City may reasonably request.

18. INSPECTIONS.

Participant will permit City, or its representatives to enter upon the Leased Premises, inspecting the Project and all materials to be used in the construction thereof, and to examine all details, plans and shop drawings which are kept at the Leased Premises, and will cooperate, and cause Participant's contractor and vendors to cooperate with the City's representative.

19. NOTICE.

Any notice by either party under this Agreement shall be deemed sufficient if given in writing and hand delivered, and receipted for or sent by registered or certified mail postage prepaid and return receipt requested to the appropriate parties indicated below:

As to the City: Jonathan Brown, Director  
Housing and Community Development Division  
Planning & Zoning Department  
City of Fort Lauderdale  
914 NW 6<sup>th</sup> Street, Suite 200  
Fort Lauderdale, Florida. 33311

As to the Participant: Scott Ojeda  
Blaise McMackin  
Kimberly Thuy Wong  
Metro Coffee LLC  
815 NE 13<sup>th</sup> Street  
Fort Lauderdale, FL 33304

20. SEVERABILITY.

If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected thereby.

21. INTEGRATION.

This Agreement and Exhibits or Attachments specifically reference herein, shall constitute the entire agreement between the City and Participant. No prior written, prior or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended, except by written instrument signed by both parties.

22. GOVERNING LAWS.

This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, for the purpose of any litigation that may arise under this Agreement or the Loan Documents.

23. E-VERIFY.

Participant agrees for itself to use and will include in its agreements with its subgrantees and its subcontractors performing work or providing services pursuant to and during the term of this Agreement, a requirement to use the U.S. Department of Homeland Security's E-Verify system to verify the employment

eligibility of all new employees hired by the Participant, sub-grantees and subcontractors.

24. Days.

Any and all references to terms of days in this Agreement are business days and are defined as Monday through Friday, not including city, state, or federal holidays.

25. DETERMINING INCOME ELIGIBILITY

City and Participant acknowledge that HUD has two (2) different options that can be used when determining income: (1) HUD Part 5 Definition, and (2) IRS Form 1040 Definition.

The City of Fort Lauderdale and Participant shall use the HUD Part 5 definition of annual income when determining eligibility of an individual and/or household. The HUD Part 5 definition of annual income is defined as the gross amount of income of all adult household members that is anticipated to be received during the 12-month period following the date the determination of eligibility is made.

If Participant wishes to use either the IRS Form 1040 Definition to determine income eligibility, Participant must make a request to and receive prior written approval from the HCD Manager.

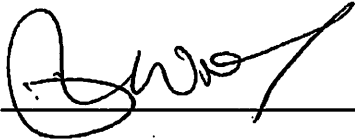
26. The City's staff assistance and cooperation with the Participant and this Project shall not affect the City's right to act on regulatory matters in its governmental capacity in accordance with all applicable laws or ordinances. Nothing in this Agreement shall be construed or deemed to contractually or otherwise obligate the City to enact any ordinance or take any other regulatory action. The permitting, licensing and other regulatory approvals by the City shall be in accordance with the established procedures and requirements of the City for projects of a similar type and nature as the Project.

27. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

(THIS SPACE WAS INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals  
the day and year first written above.

WITNESSES:

  
\_\_\_\_\_

Robert Wojak

[Witness type/print name]




  
\_\_\_\_\_

Gina Rizzuti Smith

[Witness type/print name]

**CITY OF FORT LAUDERDALE,**  
a Florida municipal corporation


By   
\_\_\_\_\_

Jonathan Brown, Manager, Housing  
& Community Development Division

By:   
\_\_\_\_\_

Lee Feldman, City Manager

ATTEST:

  
By \_\_\_\_\_

Jeffrey A. Modarelli, City Clerk

Approved as to form:

Cynthia A. Everett, City Attorney

By   
\_\_\_\_\_

Lynn Solomon, Assistant City Attorney

WITNESSES:

Bill Hammel

BILL HAMMEL  
[Witness-Type/Print Name]

Bill Hammel

BILL HAMMEL  
[Witness-Type/Print Name]

Bill Hammel

BILL HAMMEL  
[Witness-Type/Print Name]

PARTICIPANT(S):

**METRO COFFEE LLC**, a Florida limited liability company

By: Scott Ojeda

SCOTT OJEDA  
Print Name

By: Blaise McMackin

Blaise McMackin  
Print Name

By: Kimberly Thuy Wong

KIMBERLY WONG  
Print Name

Address:

815 NE 13 STREET

FORT LAUDERDALE FL 33304

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of DECEMBER, 2016, by SCOTT OJEDA and BLAISE MCMACKIN and KIMBERLY WONG as PARTNERS of Metro Coffee LLC, a Florida limited liability company dba Warsaw Coffee Company who are personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

(SEAL)



Dana Fackler  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)



### **Exhibit A**

Our proposed project consists of expanding our existing kitchen, retrofitting certain areas of the facility in order to integrate our new line of business, bar/cocktail services with our existing offerings of specialty coffee and foods. When completed, the newly leased space of approx. 1,000 s.f. and existing space will become one facility offering coffee, food and alcohol.

In the kitchen, we are in the midst of finishing the installation of a fire suppression system. Due to the fact that the kitchen is an existing space, the hood had to be retrofitted, therefore; we incurred expenses related to electrical and reconfiguration of our ceiling. The hood was added to increase safety to our staff and the building. Our existing kitchen consists of a double oven, induction burners and panini presses. To bring the kitchen to a commercial grade, we will be adding a larger walk-in cooler, additional freezer space, heat lamps, a fryer, a flat top grille, and other changes to accommodate an efficient expo line.

In the existing dining area, we are modifying to accommodate more guests by opening up our conference room, which is currently used as a meeting space into a multi-use area. A wall will be removed and a decorative sliding barn door will be put in its place that will be operable as a "moving wall". Our existing large conference table will have to be replaced with a table that is designed to be separated into individual dining tables with the option to be fitted together as one large table when needed for meeting purposes. Due to the fact that the bar will be extended into our existing space, we are removing a wall that separates our existing space from the new space and the same time, we have to erect a temporary wall in order to keep our facility open for business while under construction. The patio, which is currently not fenced will be mostly enclosed for privacy and safety with slatted wood.

The majority of the construction will be completed in the new space which includes floor saw cutting of a concrete slab and rebar to build underground plumbing infrastructure for bar, bar sinks and dishwasher. Due to the increase in number of seats, we are required build a fire sprinkler system. The buildout will include a custom fabricated bar base, top and liquor storage and display along with a bar top mounted direct draw beer tap system. The ceiling will be a custom floating hard cleanable surface as required by state health department. Surrounding the bar will be outfitted with window mounted drink rails. In addition to hard costs, we will be incurring soft construction cost such impact fees and general project management fees as well as consulting fees related to designs.

Both the existing space and new space will require various new equipment, refrigeration, sinks, freezers, etc. Please see attached equipment Exhibit B.

## Exhibit B

Item	Quantity	Price each		Tax	Total
K-00347 Ice Deflector for 30" Indigo ice machines on non-Manitowoc or F-Style bins	1	84.08		5.04	89.12
240V Single Phase Pitco SE14X-D 40-50 lb. Solstice Electric Floor Fryer with Digital Controls	1	3,994.10		239.65	4,233.75
Hatco Model No. GRA-60D6 Heat Lamp	1	576.11		34.57	610.68
Sota Turbo Oven	1	8,444.45		506.67	8,951.12
Move consenser to roof for existing 6' x 10' walk in					1,200.00
True TUC-93-HD 30.9-cu ft Undercounter Refrigerator w/ (3) Sections & (3) Doors, 115v	2	4,018.01	8,036.02	482.16	8,518.18
Avantco TUC48F 48" Undercounter Freezer - 11.9 Cu. Ft.	1	1,349.00		80.94	1,429.94
Hood	1				15,173.00
John - handyman (12 weeks @ 40 hours @ \$50 hour	1				24,000.00
John - helper (12 weeks @ 40 hours @ \$20 hour	1				9,600.00
Materials - Studs, drywall, ceiling panels etc.	1				12,500.00
Materials - Finishing - tiling, painting, drywall finishing	1				6,000.00
Scotsman CU0515GA-1 Air-Cooled 84 LB Gourmet Cube Undercounter Ice Machine	1	2,020.01		121.20	2,141.21
Barn doors	1				2,500.00
Bar Ice & bottle bin KR18-36DP10	3	750.00			2,250.00
Direct Draw 3 Keg Beer Cooler Dispenser Club Top Black	3	2,920.50	8,761.50	175.23	8,936.73

## Exhibit B

Item	Quantity	Price each		Tax	Total
<i>Advance Tabco 7-PS-66 Hand Sink with Splash Mounted Gooseneck Faucet and Side Splash Guards - 17 1/4"</i>	3	269.99	809.97	16.20	826.17
<i>Advance Tabco PRB-24-43L 3 Compartment Prestige Series Underbar Sink with (1) 11" Drainboard and Deck Mount Faucet - 25" x 48"</i>	1	935.88		56.15	992.03
<i>Ice bins (mobile)</i>	2	800.00	1,600.00	48.00	1,648.00
<i>Glassware inventory</i>			2,500.00	150.00	2,650.00
<i>Bar tools inventory</i>			2,500.00	150.00	2,650.00
<i>Soda lines install and materials</i>					1,300.00
<i>Bar stools</i>	40	400.00			16,000.00
<i>Wallpaper material and install</i>					4,000.00
<i>Bar top</i>					4,680.00
<i>Bar back wall</i>					7,500.00
<i>Don Koski Plumbing</i>					11,500.00
<i>Electric</i>					15,000.00
<i>Quad Communications (new cameras and POS install)</i>					10,000.00
<i>Marque sign</i>	1				2,500.00
<i>Sound system</i>					6,400.00
<i>Revel POS</i>		10,000.00		600.00	10,600.00
<i>Quick cuts</i>	1				3,676.12
<i>Masonry and rebar install</i>					8,000.00
<i>Garland Electric Range with Grill 36ER38</i>					7,204.67
<i>Fire sprinkler system</i>	1	15,000.00			15,000.00
<i>Eagle Group T3060SE-FM 30" x 60" Stainless Steel Spec-Master Work Table with Flex-Master Overshelf Kit</i>	1	1,099.00		65.94	1,164.94
<i>Drink Rails</i>					3,000.00
<i>Patio enclosure</i>					5,000.00
<i>Sound baffles</i>					3,000.00

## Exhibit B

Item	Quantity	Price each		Tax	Total
<i>Jackson Conserver XL2-C Door Type Corner Dishwasher - Low Temperature Chemical Sanitizing</i>	<i>1</i>	<i>4,879.00</i>		<i>292.74</i>	<i>5,171.74</i>
<i>Broward County Impact Fees</i>					<i>4,600.00</i>
<i>RTI Oil removal system</i>					<i>5,500.00</i>
<b>Total</b>					<b>300,482.99</b>

**EXHIBIT C**

**Proposed NEW Positions**

1	Bar Back 1	Full Time
2	Bar Manager	Full Time
3	Kitchen Lead	Full Time
4	Bartender 1	Full Time
5	Bartender 2	Full Time
6	Bartender 3	Full Time
7	Bartender 4	Part Time
8	Bartender 5	Part Time
9	Dishwater	Full Time
10	Wait Server 1	Full Time
11	Wait Server 2	Full Time
12	Wait Server 3	Full Time
13	Wait Server 4	Part Time
14	Wait Server 5	Part Time
15	Wait Server 6	Part Time
16	Porter 1	Full Time
17	Porter 2	Part Time

## EXHIBIT D

### CITY OF FORT LAUDERDALE

#### JOB CREATION SURVEY

Congratulations on being awarded Community Development Block Grant funds from the CRA. As a recipient of CDBG funds, you are required to have your new hire complete this Exhibit and submit it to the City, along with your annual report.

<b>1. New employee's name:</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
<b>2. What is your job title?</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
<b>3. What is your start date?</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
<b>4. What are your anticipated hours to be worked per week?</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
<b>5. What is the total number of individuals residing in your home?</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>
<b>6. What is your approximate household income, prior to accepting this new position?</b> <div style="display: flex; align-items: center; margin-top: 5px;"> <span style="margin-right: 5px;">\$</span> <div style="border-bottom: 1px solid black; flex-grow: 1;"></div> </div>
<b>7. What is Race of the Head of Household (circle one):</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><b>Black</b></span> <span><b>White</b></span> <span><b>Hispanic</b></span> <span><b>Other</b> <div style="border-bottom: 1px solid black; width: 80px;"></div></span> </div>
<b>8. What is the Age of Head of Household (circle one);</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><b>0-25</b></span> <span><b>26-40</b></span> <span><b>41-61</b></span> <span><b>62+</b></span> </div>

\_\_\_\_\_  
New Hire Signature

\_\_\_\_\_  
Date



**EXHIBIT D**  
**CITY OF FORT LAUDERDALE**  
**Job Creation Annual Report**

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

	1	2	3	4	5	6	7	8	9			10	11				
	Employee Name	Job Title	Employment Start Date	Employment End Date (if applicable)	Annual Hours Worked (attach payroll records as support)	Hourly Wage	Household Size	Annual Household Income	Income Category (attach income verification documentation)			Race of The Head of Household	Age of The Head of Household				
									Very Low 30% or less	Low 31% - 79%	Moderate 80% - 120%	(1) Black / (2) White / (3) Hispanic / (4) Other	0-23	24-40	41-61	62+	
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	

Agency Staff Approver: \_\_\_\_\_  
 Date: \_\_\_\_\_

City Staff Reviewer: \_\_\_\_\_  
 Date: \_\_\_\_\_

City Staff Approver: \_\_\_\_\_  
 Date: \_\_\_\_\_

## EXHIBIT E

### 17.1 24 CFR §570.208 (4) *Job Creation Or Retention Activities*

#### (a) 24 CRR 570.208(4) provides in pertinent part:

*Job Creation or Retention Activities.* An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent (FTE) basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, this activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CD8G assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CD8G assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(8) The job can reasonably be expected to run over the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- and moderate-income person upon turning over.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(8) The recipient and the assisted business take actions to ensure that low- and

moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract or block numbering area) that either: meets the requirements of paragraph (a) (4) (v) of this section; or

(1) Has at least 70 percent of its residents who are low- and moderate-income persons; or

(B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a) (4) (v) of this section and the job under consideration is to be located within that census tract.

17.2 24 CFR § 570.506(5)

(a) 24 CFR 570.506(5) provides in pertinent part:

(5) For each activity determined to benefit low and moderate-income persons based on the creation of jobs, the recipient shall provide the documentation described in either paragraph (b)(5)(i) or (ii) of this section.

(i) Where the recipient chooses to document that at least 51 percent of the jobs will be available to low and moderate-income persons, documentation for each assisted business shall include:

(A) A copy of a written agreement containing

(1) A commitment by the business that it will make at least 51 percent of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

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(2) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs require special skills or education, and which jobs are part-time, if any; and

(3) A description of actions to be taken by the recipient and business to ensure that low and moderate income persons receive first consideration for those jobs; and

(B) A listing by job title of the permanent jobs filled, and which jobs of those were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low and moderate income persons were interviewed for a particular job; and which low and moderate-income persons were hired.

(ii) Where the recipient chooses to document that at least 51 percent of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

(A) A copy of a written agreement containing:

(1) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

(2) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any;

(B) A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

(C) For each such low and moderate income persons hired, the size and annual income of the person's family prior to the person being hired for the job.

(6) For each activity determined to benefit low and moderate-income persons based on the retention of jobs:

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lost; (i) Evidence that in the absence of CDBG assistance jobs would be

(ii) For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

(iii) For each retained job claimed to be held by a low and moderate- income person, information on the size and annual income of the persons' family;

(iv) For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph (b) (5) of this section; and

(v) Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

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The Participant shall maintain all records required by the federal regulations specified in 24 CFR 570.506, as applicable to this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the  
National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 6.. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and;
7. Other records necessary to document compliance with Subpart K of  
24 CFR Part 570.

The Participant will report to the City on a monthly basis throughout the term of this Agreement of all services provided and beneficiaries of those services. The Participant will be responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part 570 as now in effect, and as may be amended from time to time.

18.6. Reporting and Payment Procedures

(a) Program Income

The Participant shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Participant shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Participant may use such program income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by

the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

(b) Indirect Costs

If indirect costs are charged, the Participant will develop an indirect cost allocation plan for determining the appropriate Participant's share of administrative costs and shall submit an indirect cost proposal/cost allocation plan prepared in accordance with U.S. Department of Health and Human Services Circular OASMB-5 (for non-profit subrecipients) to the City for approval, in a form specified by the City.

(c) Payment Procedures/Financial Assistance

The City will pay to the Participant funds available under this Agreement based upon information submitted by the Participant and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Participant, and shall not exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance funds provided (if any) and program income balances available in Participant accounts. In addition, the City, in its sole discretion reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Participant.

(d) Progress Reports

The Participant shall submit regular (at a minimum quarterly) Progress Reports to the City in the form, content, and frequency as required by the City. The Progress Reports will include an update of the performance indicators, the number CDBG eligible clients served each month, any successes and concerns experienced throughout the reporting timeframe.

18.7. Procurement

(a) Compliance

The Participant agrees to adhere to 24 CFR Part 84. Procurements shall be conducted through open competition that may include price or rate quotations or sealed bids from at least two or more qualified sources or responsive bidders. Sole source procurement shall be used only in instances where items to be purchased are not available through open competition.



#### 18.8 OMB Standards

Unless specified otherwise within this Agreement, the Participant shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

#### 18.9 Use of Real Property

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570, as applicable, which include but are not limited to the following:

- (a) Real property under the Participant's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Participant fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Participant shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Participant may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the City deems appropriate).
- (b) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Participant for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

#### 19.1. Civil Rights

##### (a). Compliance

The Participant agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) Nondiscrimination

The Participant agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

(c) Affirmative Action

The Participant agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon request, the City shall provide Affirmative Action guidelines to the Participant to assist in the formulation of such program. The Participant shall submit a plan for an Affirmative Action Program for approval prior to the first funds reimbursement request.

(d) Women- and Minority-Owned Businesses (W/MBE)

Federal regulations require the Participant to use its best efforts to utilize local business firms, minority owned firms, women-owned firms or labor surplus area firms the maximum practicable opportunity to participate in the performance of its CDBG-funded activities (24 CFR 84.44 and 85.36. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Participant may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(e) Notifications

Development Agreement  
Metro Coffee LLC

The Participant will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Participant's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(f) Equal Employment Opportunity and Affirmative Action (EEO/AM Statement)**

The Participant will, in all solicitations or advertisements for employees placed by or on behalf of the Participant, state that it is an Equal Opportunity or Affirmative Action employer.

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(g) Subagreement Provisions**

The Participant will include the provisions of Paragraphs VIII.A, Civil Rights, and VIII.A.3, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

**(h) Fair Housing and Equal Opportunity**

The Fair Housing Act of 1988 (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, it is required that Participant administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Implementing regulations can be found at 24 CFR Part 100.

**(i) Section 504**

The Participant agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) ("Act"), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The City shall provide the Participant with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(j) Age Discrimination

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act. Regulations implementing the Age Discrimination Act are contained in 24 CFR Part 146 and the regulations implementing section 504 are contained in 24 CFR Part 8.

(k) Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701), which requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's regulations provided at 48 CFR Part 23.500, et seq.

(l) Debarment and Suspension

E.O. 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

19.2 . Employment Restrictions

(a) Prohibited Activity

The Participant is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

(b) Labor Standards

The Participant agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act (40

U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Participant agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Participant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Participant agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Participant of its obligation, if any, to require payment of the higher wage. The Participant shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

( c) "Section 3" Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3.. The Participant agrees to send to each labor organization or representative of workers with which the Participant has a collective bargaining Agreement or other understanding, if any, a notice advising

the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Participant and any of the Participant's participants and subcontractors. Failure to fulfill these requirements shall subject the City, the Participant and any of the Participant's participants and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Participant certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Participant further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Participant further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Participant certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- 19.3 Extent of Applicability of Lead-Based Paint Hazards. To the extent required by law, the construction of residential structures is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. The construction or rehabilitation of residential Property structures through any federal financial assistance provided shall be made subject to the provisions for the elimination or preventive use of lead-

Development Subject to  
Metro Coffee LLC

based paint hazards under Subpart B of said regulations to the extent required there under, and the Developer shall be responsible for all compliance requirements and certifications required under Section 35.14(1) thereof.

**19.4      Extent of Applicability of Architectural Barriers Act.**

(a) The Developer shall comply with the requirements of the Architectural Barriers Act of 1968 only in the event that construction work performed under the Agreement is funded in whole or in part by Federal financial assistance.

(b) In compliance with said regulations, the Developer shall, when applicable and to the extent required by law, cause or require the following requirements to be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with any Federal financial assistance provided under the Agreement:

(1) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) An agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857c-8, and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

(3) A stipulation that as a condition of the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities. EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) An agreement that the contractor will include, or cause to be included, the criteria and requirements of paragraphs (A) through (D) of this section of the Agreement, in every non-exempt subcontract and that the contractor will take such action as the Government may direct as a means of enforcing such criteria and requirements.



To the extent applicable, in no event shall any amount of Federal financial assistance provided under the Agreement, if any, be utilized with respect to a facility which has been found in violation of Section 113(c) (a) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

19.5. Conduct

(c) Hatch Act

The Participant agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(d) Conflict of Interest

The Participant agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. The Participant shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by federal funds.

2. No employee, officer or agent of the Participant shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-Agreements. The requirement applies for such persons during their tenure and for a period of one year after leaving the organization. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses or other private entities for all eligible activities at 24 CFR 570.201-204; and provision of loans to individuals, businesses, and other private entities.

The Code of Federal Regulations at 24 CFR 570.611, Conflict of Interest. In the procurement of supplies, equipment, construction, and services by Participant, the conflict of interest provisions in 24 CFR 84.42 shall apply. The Participant shall maintain written standards of

conduct governing the performance of its employees engaged in the award and administration of contracts.

3.. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement, or have a financial interest in any Agreement, subcontract, or Agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Participant, or any designated public agency.

**(e) Lobbying**

The Participant hereby certifies that:

1. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if the procurement contract amount is in excess of \$100,000. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

2. No federal appropriated funds have been paid or will be paid, by or on behalf of Participant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

3. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer

or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, Participant will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

4. Participant will require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and agreements under grants, loans, and cooperative agreements) and that all Participants shall certify and disclose accordingly; and

5. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

(g) Religious Activities

The Participant agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

19.6 Environmental Conditions

(a) Air and Water

The Participant agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C., 7401, *et seq.*

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, ci seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the grant amount is in excess of \$100,000.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

(b) Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Participant shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).



## CITY ATTORNEY'S OFFICE

## DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

12

TODAY'S DATE: 11/07/23DOCUMENT TITLE: Satisfaction of Mortgage - Warsaw Coffee CO -240 SW 32nd Ave., Fort Lauderdale FL 33312-COMM. MTG. DATE: 12/19/17 CAM #: 17-1463 ITEM #: CR-2 CAM attached: ☒ YES ☐ NORouting Origin: COA Router Name/Ext: Sonia S x5598 Action Summary attached: ☒ YES ☐ NOCIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 11/07/23 Attorney's Name: Patricia SaintVil-Joseph Initials: PSJ3) City Clerk's Office: # of originals: 1 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 11/07/234) City Manager's Office: CMO LOG #: Nov 21 Document received from: \_\_\_\_\_Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO \_\_\_\_\_ (Initial) S. GRANT \_\_\_\_\_ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward ✓ originals to ☐ Mayor ☒ CCO Date: 11/9/23 CCO

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

## INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains \_\_\_\_\_ original and forwards \_\_\_\_\_ originals to: Angela Walsh/x4523/ HCD\*\* Please email a copy of the executed document to [ssierra@fortlauderdale.gov](mailto:ssierra@fortlauderdale.gov)Attach \_\_\_\_\_ certified Reso # 17-282 ☒ YES ☐ NO Original Route form to CAO