

**CITY OF FORT LAUDERDALE
CENTRAL CITY REDEVELOPMENT ADVISORY BOARD (CCRAB)**

February 6, 2019

3:30 PM

**CITY HALL
8th FLOOR CONFERENCE ROOM
100 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33301**

AGENDA

- | | |
|---|---|
| I. Call to Order | Mark Antonelli
CCRAB Vice-Chair |
| II. Selection of Advisory Board Chair and Vice-Chair | Cija Omengebar
CRA Planner |
| III. Approval of Minutes
December 05, 2018 Regular Meeting | Cija Omengebar
CRA Planner |
| IV. Incentive Program Application <ul style="list-style-type: none">• Façade Funding Request \$100,000• PBIP Funding Request \$100,000 | Kenneth F. Zarrilli
Transforma Realty, LLC |
| V. Rezoning Update | Althea Jefferson
Senior Associate
The Mellgren Planning Group |
| VI. Old/New Business <ul style="list-style-type: none">a. Homeless Updateb. March agenda Items | Cija Omengebar
CRA Planner |
| VII. Communications to City Commission | CCRAB Members |
| VIII. Public Comment | |
| IX. Adjournment | |

THE NEXT REGULAR CCRAB MEETING WILL BE HELD, March 6, 2019

Purpose: To review the Plan for the Central City CRA and recommend changes; make recommendations regarding the exercise of the City Commission's powers as a community redevelopment agency in order to implement the Plan and carry out and effectuate the purposes and provisions of Community redevelopment Act in the Central City Redevelopment CRA; receive input from members of the public interested in redevelopment of the Central City Redevelopment CRA and to report such information to the City Commission sitting as the Community Redevelopment Agency.

Note: Two or more Fort Lauderdale City Commissioners or Members of a City of Fort Lauderdale Advisory Board may be in attendance at this meeting.

Note: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone needing auxiliary services to assist in participation at the meeting should contact the City Clerk at (954) 828-5002, two days prior to the meeting.

Note: Advisory Board members are required to disclose any conflict of interest that may exist with any agenda item prior to the item being discussed.

Note: If you desire auxiliary services to assist in viewing or hearing the meeting or reading agendas or minutes for the meetings, please contact the City Clerk's Office at 954-828-5002 and arrangements will be made to provide these services to you.

**DRAFT MEETING MINUTES
 REGULAR MEETING
 CENTRAL CITY REDEVELOPMENT ADVISORY BOARD (CCRAB)
 CITY HALL
 8th FLOOR CONFERENCE ROOM
 100 NORTH ANDREWS AVENUE
 FORT LAUDERDALE, FLORIDA
 WEDNESDAY, DECEMBER 5, 2018 – 3:30 PM**

September 2018 – August 2019

Board Members	<u>REGULAR MEETINGS</u>		<u>SPECIAL MEETINGS</u>		
		<u>PRESENT</u>	<u>ABSENT</u>	<u>PRESENT</u>	<u>ABSENT</u>
Justin Greenbaum (chair)	P	3	0	1	0
Mark Antonelli (vice chair)	P	3	0	1	0
Pieter Coetzee	P	2	1	0	1
Alex Karamanoglou	A	1	2	0	1
Peter Kosinski	A	2	1	1	0
Laxmi Lalwani	P	2	1	1	0
Theodore Spiliotes	P	3	0	1	0
Zachary Talbot	P	2	1	1	0
Ray Thrower	P	3	0	1	0
Danella Williams	P	3	0	1	0
Alex Workman	P	1	1	0	0

At this time, there are 11 appointed members to the Board, which means 6 would constitute a quorum.

Staff:

Don Morris, Central Beach/ Central City Manager
 Cija Omengabar, CRA Planner/Liaison
 Sandra Doughlin, NPF CRA
 Jamie Opperlee and Fabricio Ramos, Prototype, Inc.

I. Call to Order

Chair Greenbaum called the meeting to order at 3:33 p.m. It was noted that a quorum was present.

II. Approval of Meeting Minutes
• **Special Meeting – November 7, 2018**

Motion made by Vice Chair Antonelli, seconded by member Talbot to approve the November 7, 2018 special meeting minutes.

Discussion: It was noted that on page 3, Vice Chair Antonelli seconded the motion to close public comment.

Motion made by member Lalwani, seconded by Vice Chair Antonelli, to approve the November 7, 2018 special meeting minutes as amended. In a voice vote, **motion** passed unanimously.

III. #R17066 – Cumberland Farms Presentation
333 E Sunrise Boulevard Development Project
Stephanie J. Toothaker, Tripp Scott Attorneys at Law

Chair Greenbaum stated his personal interest in this property and recused himself and stepped out of the room. Vice Chair Antonelli took over the meeting.

Ms. Toothaker and Gregory McAloon distributed handouts and made a PowerPoint presentation.

- The property in question is identified as the Home Depot on Sunrise and surrounding businesses.
- Site plan explained as two land use designations and three zoning categories.
- Rezoning of the small square to make the zoning CB (commercial business) consistent with the rest of the property in question.
- History of Cumberland Farms and the concept proposed for this project.
- Overwhelming support from Middle River Terrace and South Middle River HOAs.
- Hoping to be on Planning & Zoning Board agenda in January.

Member Spiliotes wondered about the bus stop near the entrance on Sunrise Blvd., and learned it is expected to be closer to 4th Avenue, before the entrance. Both Florida Department of Transportation and Transit Authority approved the position, however, more discussion followed concerning improving the stop for better traffic flow. Also discussed were turn lanes and possible slip lanes for bus to pull out of traffic. Entrances and exits were identified and discussed.

Additional questions from the Board were answered and included false windows at back of house, outside seating accommodations (three tables), 24-hour operations desired, and pedestrian lighting on sidewalks (extensive lighting planned). Security features were discussed, including cameras for closed-circuit television(CCTV) and the areas to be covered. The property will be staffed and outdoor areas kept clean. From the zoning and planning standpoint, rezoning of the small parcel is consistent with land use planning and is supported by the neighborhood associations. Landscaping will be emphasized for the residential area across the street.

Public comments:

Daniel Johnson enquired about traffic studies on 3rd Avenue, especially with the elementary school a block over that is busy with kids before and after school. Ms. Toothaker noted the primary impact is on

Sunrise and not as much on the side streets; while traffic studies were not on hand, the highlights were mentioned and Ms. Toothaker can make them available to Mr. Johnson. Mr. Gottlieb explained Florida Department Of Transportation(FDOT) and City's Traffic Engineer review these studies and negotiate this aspect of the review process; further discussion followed with varying traffic scenarios. It was stressed that members of the public should attend the Planning & Zoning Board meetings to make sure voices are heard; this may not be the venue. This board's purpose is to make recommendations as to whether the use is appropriate for the property.

Javier Concha, Jr., likes the residential-based idea and the style of the building.

Board comments:

Member Talbot commented that the mission of this CRA is to eliminate blight and vacant means blight. This may or may not be the best exact use for the parcel, but waiting to find out could leave the parcel vacant another four or five years. Cumberland Farms is a nice concept and should be great for the neighborhood.

Motion made by member Coetzee, seconded by member Lalwani, to approve the development as it fits within the CRA plan. In a voice vote, **motion** passed unanimously with Chair Greenbaum abstaining.

IV. **Old/New Business**
a. **Rezoning Update**

Don Morris explained definitions, especially expanding commercial into the residential and creating non-conforming uses. Consultants are working with planning department to find ways to avoid non-conforming uses for single and two-family residential that are permitted within mixed-use. The process is not yet complete and will come back to the board when concerns can be addressed. A member of the public had a question, but Mr. Morris reiterated that this item is not yet ready for discussions until non-conforming uses can be properly defined as to rezoning. The board and public will be notified when the item will again be on the agenda. Instructions on how to receive notifications were given, by mailing list and/or on website list for upcoming meeting agendas.

d. Memo – New Rules Governing Advisory Board and Committees

Mr. Morris explained the changes to the rules of forming committees, primarily focusing on appointing, filling vacancies, and term limits. A brief discussion followed.

b. NE 4th Ave Traffic Count Status

Cija Omengebar stated that Christine Fanchi had reported on the traffic count on several ongoing projects as requested by the board. Comments on information going forward was that the traffic counts should not be on holidays but when school is in session, directions of the study were clarified, and funding for greenscaping on NE 4th Avenue is being reinstated. Mr. Morris gave background on the grant received last year for \$1.5 million for streetscape improvement, lighting improvements from Sunrise to 13th Street on 4th Avenue, that it had been pulled but now is reinstated. The project's funding and scope was explained, discussion ensued. Funding difficulties throughout various public projects, past and ongoing, were also discussed, especially creative methods with grants, matching funds from businesses, and fundraising.

c. Homeless Update

Ms. Omengebar noted Mayor Dean Trantalis's letter in the board packet. Another document from Vice Mayor Ben Sorensen was also noted. Member Thrower spoke of the Hope South Florida church at 1100 N. Andrews and the proposal to provide mobile showers every Tuesday during the fall months, but for some reason was never implemented. However, at the November 20 City Commission meeting they have asked for approval again. A temporary approval/permit was given for Tuesdays in December, January, and February from 3 to 5 p.m. to set up the mobile shower units, which coordinates with their community feeds on Tuesday nights, 6 to 8 p.m. (also Thursday nights). Mr. Thrower personally witnessed approximately 150 people at the church for showers one Saturday afternoon, which severely impacts the neighborhood, and calls upon board members to observe Tuesday afternoons for themselves to be sure the program is being held. Chair Greenbaum said he had noted several people sleeping there on December 4, and wondered if some of these people can be brought inside when these services are being provided.

e. Members suggested January agenda items

Ms. Omengebar noted that the next meeting is scheduled for January 2, and proposed the meeting be cancelled or rescheduled due to the holiday season.

Motion made by member Vice Chair Antonelli, seconded by member Lalwani, to reschedule the meeting for later in January, subject to room availability and a quorum. In a voice vote, **motion** passed unanimously.

Chair Greenbaum suggested the school board-owned lot on the NW corner of NE 11th Street and NE 4th Avenue. The contract with the school board is supposed to close the end of 2018 or early 2019 and there has not be a site plan submitted. Turnstone (developer) should be contacted to give a presentation if their plans are ready. Member Thrower noted the incredible amount of litter on the property and will call City Code about it.

Member Williams wondered about addressing existing business practices, e.g., unsightly car parking and debris outside certain businesses. Ms. Omengebar said the practice is not to direct staff on specific matters like code issues, but will check into complaints on such properties before informing Code Enforcement. Member Spiliotes has experience with citizen complaints and is familiar with Code Enforcement operations and the best ways to get action, which were shared with the board.

V. Communications to City Commission

There was none.

VI. Public Comment

Javier Concha, Jr., noted a loophole regarding rezoning updates, and read a prepared statement, basically worried of impact of mixed use development on his home and other single family properties and threats of imminent domain, especially regarding a proposed 15-story building allowed by rezoning. Turnstone Development was mentioned as a developer. Chair Greenbaum clarified the language of the existing zoning for the property in question. Vice Chair Antonelli clarified his previous conversation with Mr. Concha to read that current zoning permits a 15-story building, not that there was going to be one.

Also, that the school board did approve Turnstone's offer last August, but it has not yet closed.

VII. Adjournment

Motion to adjourn the meeting was duly made and seconded. There being no further business, the meeting was adjourned at 5:30 p.m.

[Minutes written by M. Moore, Prototype, Inc.]

DRAFT

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME GREENBAUM - JUSTIN	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE CENTRAL CITY REDEVELOPMENT ADVISORY BOARD
MAILING ADDRESS 2649 NE 26 PL	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY FORT LAUDERDALE	COUNTY BROWARD
DATE ON WHICH VOTE OCCURRED 12/05/2018	NAME OF POLITICAL SUBDIVISION: MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, JUSTIN GREENBAUM, hereby disclose that on DECEMBER 5, 20 18 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.


(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Agenda Item III seeking Board support for the Cumberland Farms development proposed at 333 E. Sunrise Blvd, of which I have a personal financial interest in.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

12/06/2018

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

OATH OF OFFICE

I do solemnly swear or affirm that I am a resident of the State of Florida and have all the qualifications as required by the City Charter for the office or position upon which I am about to enter; that I have not been deprived of my civil rights by a violation of any criminal law; that I will support the Constitution of the United States of America, the Constitution of the State of Florida, and the laws and ordinances of the City of Fort Lauderdale; that I have read and will abide by the Advisory Board Rules; and that I will faithfully perform the duties of the office upon which I am now about to enter.

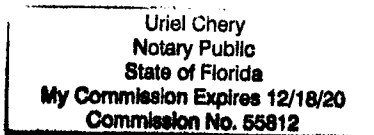
Alex
Signature

Alex Workman
Print Name

Central City Redevelopment Advisory Board
Name of Advisory Board

STATE OF FLORIDA, COUNTY OF BROWARD:

NOTARY PUBLIC SEAL OF OFFICE:



Sworn to and subscribed before me this
3rd day of December, 2018.

Uriel Chery
Signature of Notary Public,
State of Florida

55812 Commission Number

Uriel Chery
Name of Notary Public
(Print, Stamp or Type)

Personally known to me or produced
identification:

FL DL exp 9-16-23
(Print type of identification produced)

TransFormaRealty, LLC

CITY OF FORT LAUDERDALE CRA APPLICATION

KENNETH F ZARRILLI JR

TransFormaRealty, LLC



MISSION

The purpose of the project is to complete the renovation, reconfiguration and leasing of nearly 12,000 square feet of retail and residential space located at 850 NE 13th St, one of the area's largest buildings. TransForma Realty has a significant personal investment, prior experience in the area and with numerous similar developments in South Florida. TransForma, the original catalyst on 13th St with S-13, the Warsaw Coffee Building, remains committed to the on-going economic, artistic and aesthetic improvements along the corridor.

Our lease prospects as evidenced in our application, underscore the on-going capital expansion already taking place with confirmed pre-lease arrangements that include both personal service businesses as well as, a proposal for a new financial institution.

Apart from the direct and positive impact on employment, our reasoned expectation is that the additional commercial commitments by our tenant prospects, further not only the opportunity for improved municipal revenues but also, a balanced quality of life for the area's residents.

Trans**F**orma**R**ealty, LLC



VISION



VISION

A Broader Definition of Art

Trans**F**orma**R**ealty, LLC

02.06.19 CCRAB Regular Meeting -- Page 14 of 123



VISION

Satisfy Various Types of Studio Users

- YOGA STUDIO
- ARCHITECTURAL STUDIO
- PHOTOGRAPHY STUDIO
- MAKEUP STUDIO
- DESIGN STUDIO
- PAINTERS STUDIO
- HAIR SALON STUDIO
- CERAMICS STUDIO
- VIDEO STUDIO
- DESIGN STUDIO
- GRAPHICS STUDIO
- NAIL SALON STUDIO
- WOODWORKING STUDIO
- SCULPTURE STUDIO
- GLASS BLOWING STUDIO
- ACTING STUDIO
- RECORDING STUDIO
- INDUSTRIAL DESIGN STUDIO
- JEWELRY MAKING STUDIO
- TELEVISION STUDIO
- RADIO BROADCAST STUDIO
- VIDEO GAME DEVELOPER STUDIO
- ANIMATION STUDIO
- PODCAST STUDIO
- DANCE STUDIO
- MOVIE STUDIO
- NUTRITIONAL WELLNESS STUDIO
- CULINARY ARTS STUDIO
- LEARNING MANAGEMENT STUDIO
- CYCLE STUDIO

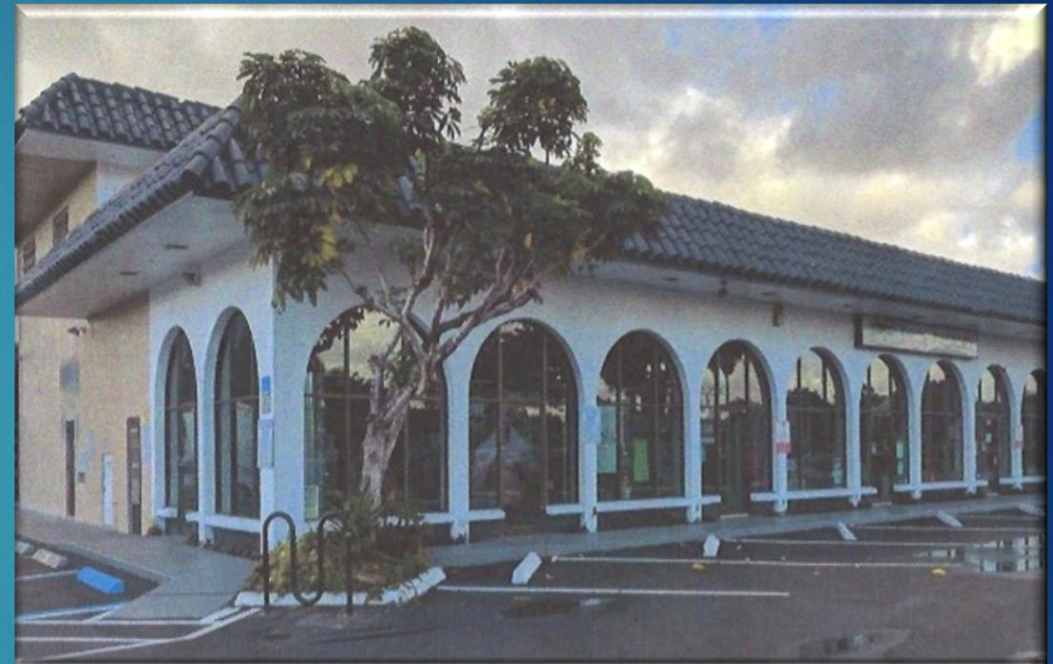
REVENUES

DRAFT		815 NE 13 ST ECONOMIC ANALYSIS		
	RATE	SQ FT or NUMBER	MONTHLY	ANNUAL
RENTAL INCOME				
RETAIL - EXISTING	\$24.00	5174	\$10,348	\$124,176
RETAIL - BANK TBD	\$35.00	1000	\$2,917	\$35,000
RETAIL - BnB Numero 2 Barbershop	\$29.50	1000	\$2,458	\$29,500
RETAIL - CLIPs Nail Salon	\$24.75	1000	\$2,479	\$29,750
TOTAL COMMERCIAL (RETAIL)		8174	\$18,202	\$218,426
APARTMENTS	\$1,250.00	6	\$7,500	\$90,000
TOTAL INCOME			\$25,702	\$308,426
EXPENSES (after ALL LEASES NNN)				\$25,000
NET INCOME				\$283,426

QUALIFICATIONS



850 ORIGINAL/INTERIM



Future Commercial



Future Residential





**CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY**

MEMORANDUM

DATE: February 06, 2019

TO: Central City CRA Advisory Board Members

FROM: Cija Omengebar, CRA Planner, FRA-RP

SUBJECT: Administrative Funding Request
\$100,000 CRA Façade Program and
\$100,000 CRA Property and Business Improvement Program
Transforma Realty, LLC for commercial property located at 850 NE 13 ST

FUNDING REQUEST

The CRA received an application from Transforma Realty, LLC seeking a \$100,000 forgivable loan from the CRA's Façade Improvement Program and a \$100,000 forgivable loan from the CRA's Property and Business Improvement Program (PBIP) for commercial property located at 850 NE 13 Street, a focus area for the incentive program. Transforma Realty, LLC., is the landlord/owner of the property, a mixed-use, two story building with commercial space on the bottom and residential space on top.

The loan request is being processed for Administrative Approval. Program awards not exceeding \$100,000 per CRA program can be approved administratively by the CRA Executive Director, rather than approval by CRA Board.

The purpose of the funding is to support renovation and reconfiguration of 11,542 square feet of commercial and residential spaces. A copy of the Location Map, Broward County Property Appraiser Information, Photos of the Existing Properties, Cost/Funding Breakdown and Funding Application is attached as Exhibits A through E.

BACKGROUND

The maximum incentive funding allowed under the CRA Façade Program is \$125,000 and the maximum funding allowed under the CRA Property Business Improvement Program is \$225,000. NE 13 Street is a CRA focus area and both programs can provide funding of up to 90% of the improvement cost secured by a forgivable mortgage on the property. The applicant is requesting \$100,000 from the CRA Façade Program and \$100,000 from the CRA Property and Business Improvement Program. Total renovation cost is projected at \$1,000,970, consisting of \$492,330 for exterior renovation and \$508,640 for interior renovation.

COMMUNITY REDEVELOPMENT AGENCY

914 SISTRUNK BOULEVARD, SUITE 200, FORT LAUDERDALE, FL 33311
TELEPHONE (954) 828-6130

WWW.FORTLAUDERDALE.GOV



**CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY**

The first-floor commercial space is occupied by Pride Factory, a clothing store for men, who plan on reducing the amount of space they currently lease. The applicant intends on completing interior and exterior renovations to create three additional retail spaces for new tenants. Tenants have been selected and expected to create 22 full time equivalent jobs.

1ST FLOOR COMMERCIAL SPACE- RECONFIGURATION/RENOVATION		
EXISTING RETAIL	DESCRIPTION	JOBS
Pride Factory	Male clothing store	8
AFTER RENOVATION		
Pride Factory	Male clothing store	-
Nail Salon	Nail care and body waxing	8
Barber Shop	Hair grooming services	8
*Micro Bank	Banking services	6
TOTAL NEW JOBS CREATED		22

**Proposal phase*

The second floor contains six, one-bedroom units of which three are currently occupied. Interior renovations include providing air conditioning, plumbing repairs, bathroom and kitchen improvements.

2ND FLOOR – RESIDENTIAL SPACE – RENOVATION	
Unit 1	Currently Occupied
Unit 2	Currently Occupied
Unit 3	Currently Occupied
Unit 4	Not Occupied
Unit 5	Not Occupied
Unit 6	Model Unit

Transforma Realty, LLC., is managed by Kenneth Zarilli and Joshua McKinnley-Zarilli. Applicant, Ken Zarilli has been a real estate professional for 40 years specializing in the acquisition, rehabilitation, rental and sales of selective waterfront commercial and residential properties throughout the United States. Applicant strongly believes in leveraging investments as catalysts for neighborhood rejuvenation to promote positive economic and aesthetic outcomes. Ken Zarilli previously owned the building across the street occupied by Warsaw Coffee and was responsible for making the original improvements to the property that attracted Warsaw Coffee to lease the property.

COMMUNITY REDEVELOPMENT AGENCY

914 SISTRUNK BOULEVARD, SUITE 200, FORT LAUDERDALE, FL 33311
TELEPHONE (954) 828-6130

WWW.FORTLAUDERDALE.GOV



**CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY**

Total capital investment including the purchase of the properties and renovations is approximately \$4,995,000. The total hard cost for the interior and exterior renovation work associated with CRA funding is approximately \$1,000,970 for electrical, impact store front, windows, light fixtures and other improvements, of which the CRA is being asked to fund less than 60% of the interior and exterior renovation cost. To date, the applicant has completed additional improvements totaling over \$215,000 which is not part of the CRA improvement funding requests.

There is a mortgage on the property in the amount of \$2,100,000. The balance of the project cost, except for \$200,000 of CRA funding, is from owner equity. The proposed CRA PBIP funding of \$100,000 and CRA Façade funding of \$100,000 will be in the form of a second mortgage.

With this renovation project, Transforma Realty LLC helps foster economic growth and create local jobs in the area. The development and renovations in the area represent a significant investment to Central City CRA. The applicant desires this project becomes a model for further growth in the 13 Street commercial corridor.

CONSISTENCY WITH CENTRAL CITY CRA COMMUNITY REDEVELOPMENT PLAN

The Central City CRA Community Redevelopment Plan is designed, in part to stimulate private development of areas planned for commercial development. The project is consistent with the Central City CRA Community Redevelopment Plan which provides for physical improvements to enhance the overall environment, improve the quality of life and attract sound business and commercial development that provide employment and job opportunity.

RECOMMENDATION

Community Redevelopment Agency (CRA) staff recommends a funding assistance package for Administrative Approval from the CRA Façade Program not to exceed \$100,000 and from the CRA Property and Business Improvement Program not to exceed \$100,000.

Attachments

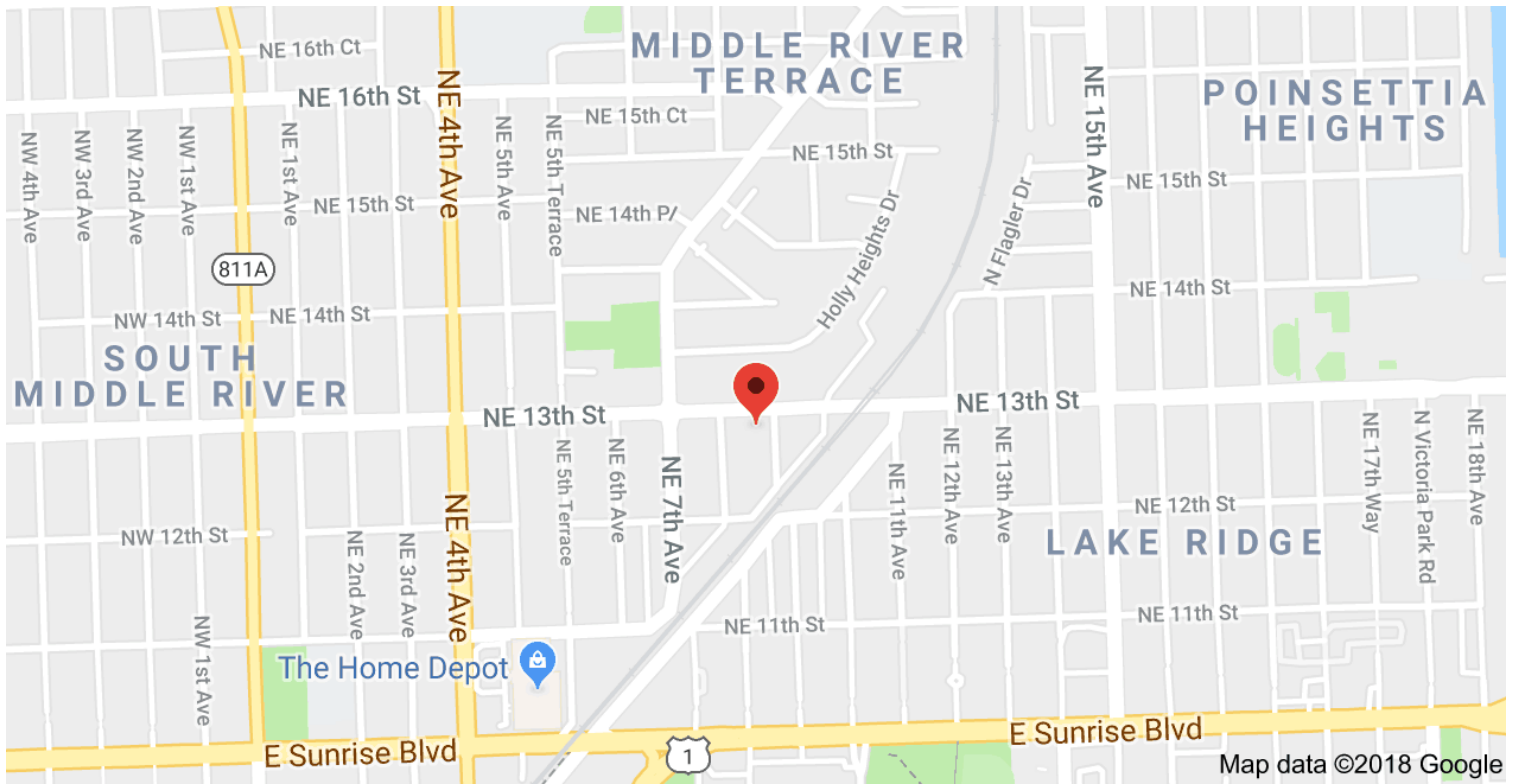
- Exhibit A Location Map
- Exhibit B Broward County Property Appraiser Information
- Exhibit C Photos of Existing Property/ Plans
- Exhibit D Façade and BPIP Cost Proposal
- Exhibit E Funding Application/Business Plan

COMMUNITY REDEVELOPMENT AGENCY

914 SISTRUNK BOULEVARD, SUITE 200, FORT LAUDERDALE, FL 33311
TELEPHONE (954) 828-6130

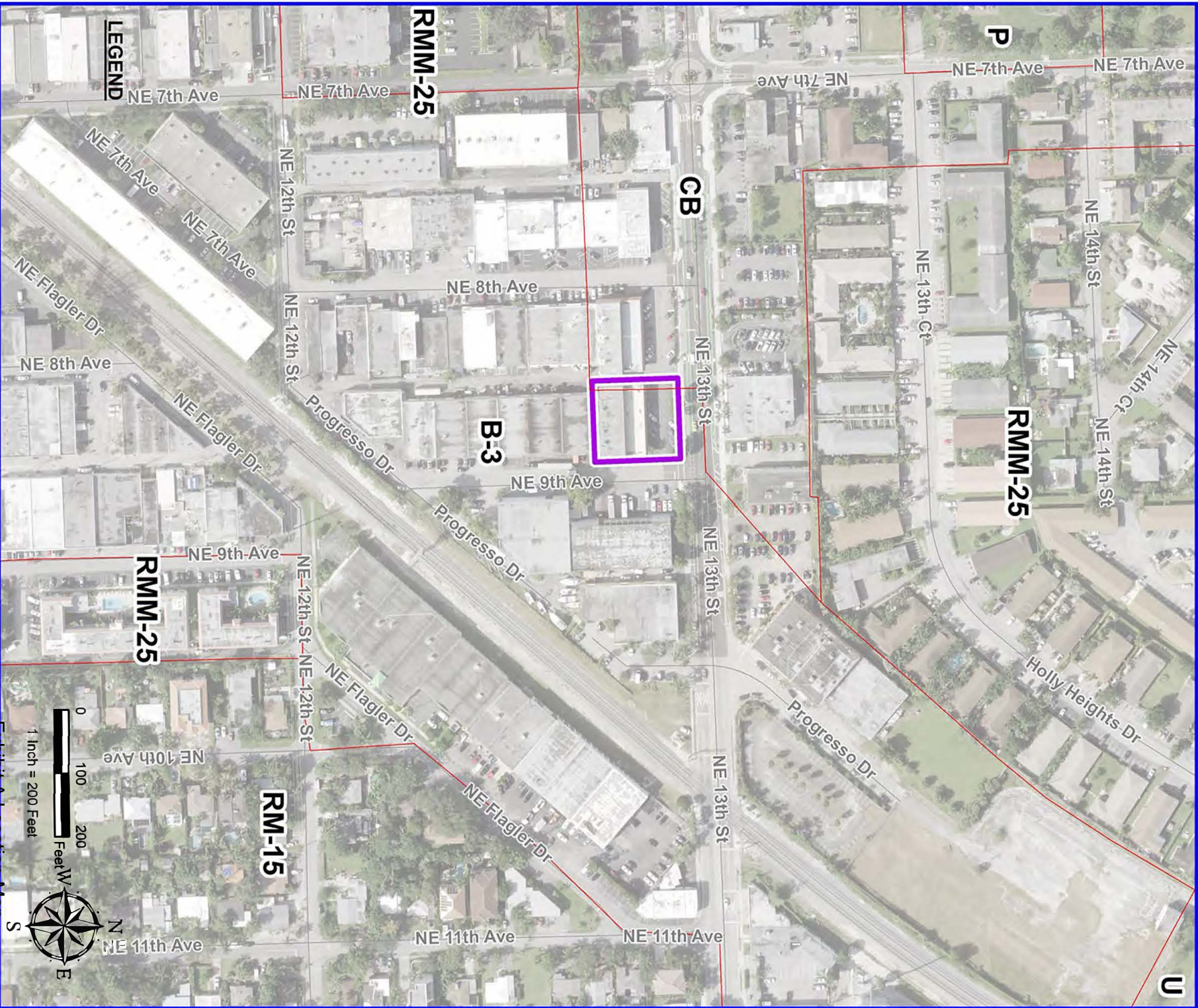
WWW.FORTLAUDERDALE.GOV

Project Location Map



Map 850 NE 13th St Satellite View – Folio Details





LEGEND



Property Detail – 850 NE 13th St

Site Address	850 NE 13 STREET, FORT LAUDERDALE FL 33304	ID #	4942 34 03 0740
Property Owner	TRANSFORMA REALTY LLC	Millage	0312
Mailing Address	850 NE 13 ST FORT LAUDERDALE FL 33304	Use	12

Abbr Legal Description	PROGRESSO 2-18 D LOT 1 LESS N 15,LOTS 2 THRU 6 BLK 110
-------------------------------	--

The just values displayed below were set in compliance with **Sec. 193.011**, Fla. Stat., and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	\$210,950	\$947,650	\$1,158,600	\$1,158,600	
2018	\$210,950	\$947,650	\$1,158,600	\$1,086,100	\$23,782.80
2017	\$210,950	\$878,920	\$1,089,870	\$987,370	\$22,513.24

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$1,158,600	\$1,158,600	\$1,158,600	\$1,158,600
Portability	0	0	0	0
Assessed/SOH	\$1,158,600	\$1,158,600	\$1,158,600	\$1,158,600
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$1,158,600	\$1,158,600	\$1,158,600	\$1,158,600

Sales History			
Date	Type	Price	Book/Page or CIN
5/25/2018	WD*-E	\$3,800,000	115128897
7/9/2004	WD*	\$1,755,000	37822 / 1505
6/1/1983	QC*	\$504,400	10973 / 108

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations		
Price	Factor	Type
\$12.25	17,220	SF
Adj. Bldg. S.F. (Card, Sketch)		11542
Units		6
Eff./Act. Year Built: 1980/1970		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
C								
11542								

Commercial Rendering

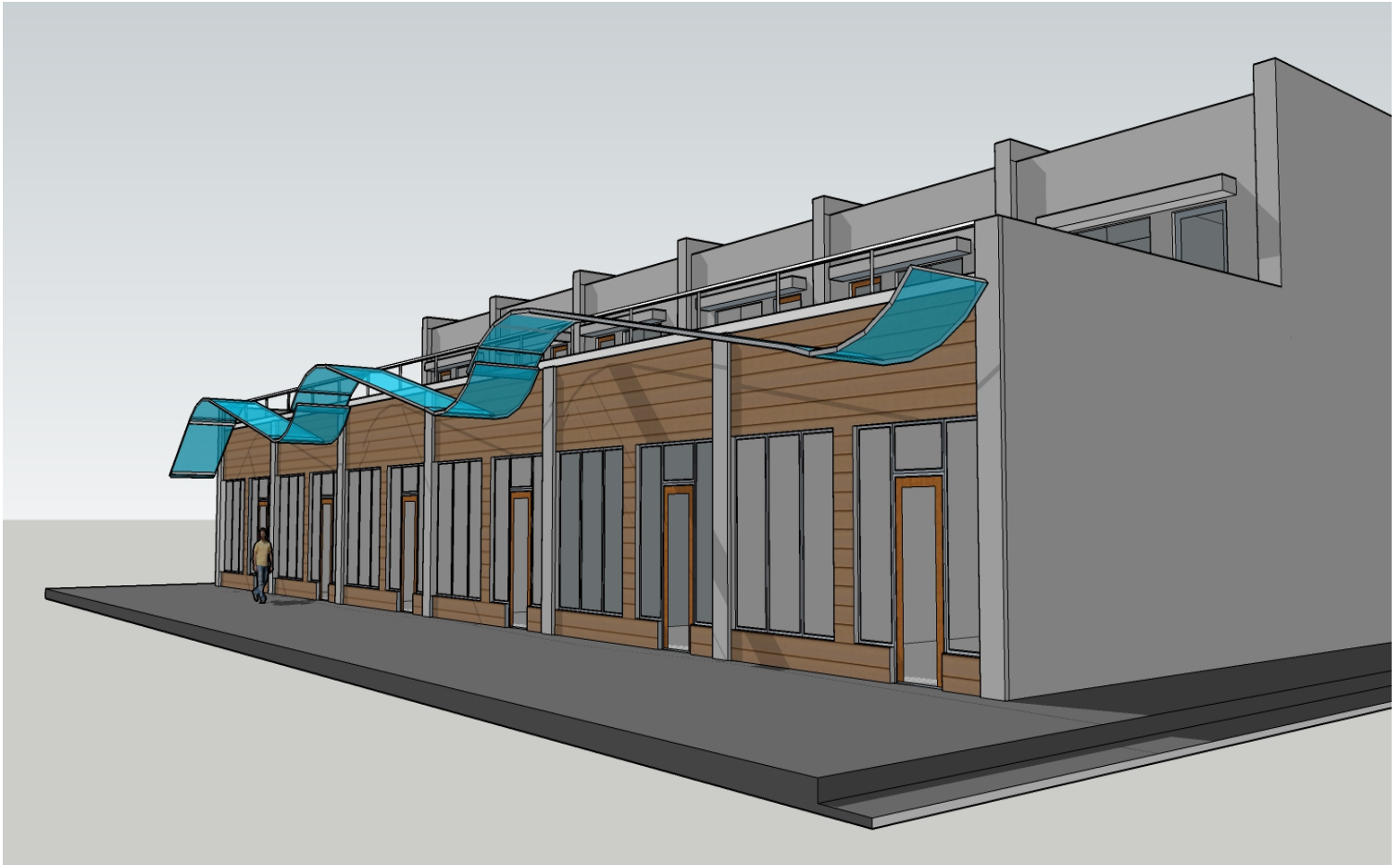


Exhibit C Photos of Existing Property and Plans
Page 1 of 11
Transforma Realty, LLC
02/06/2019

Residential Rendering

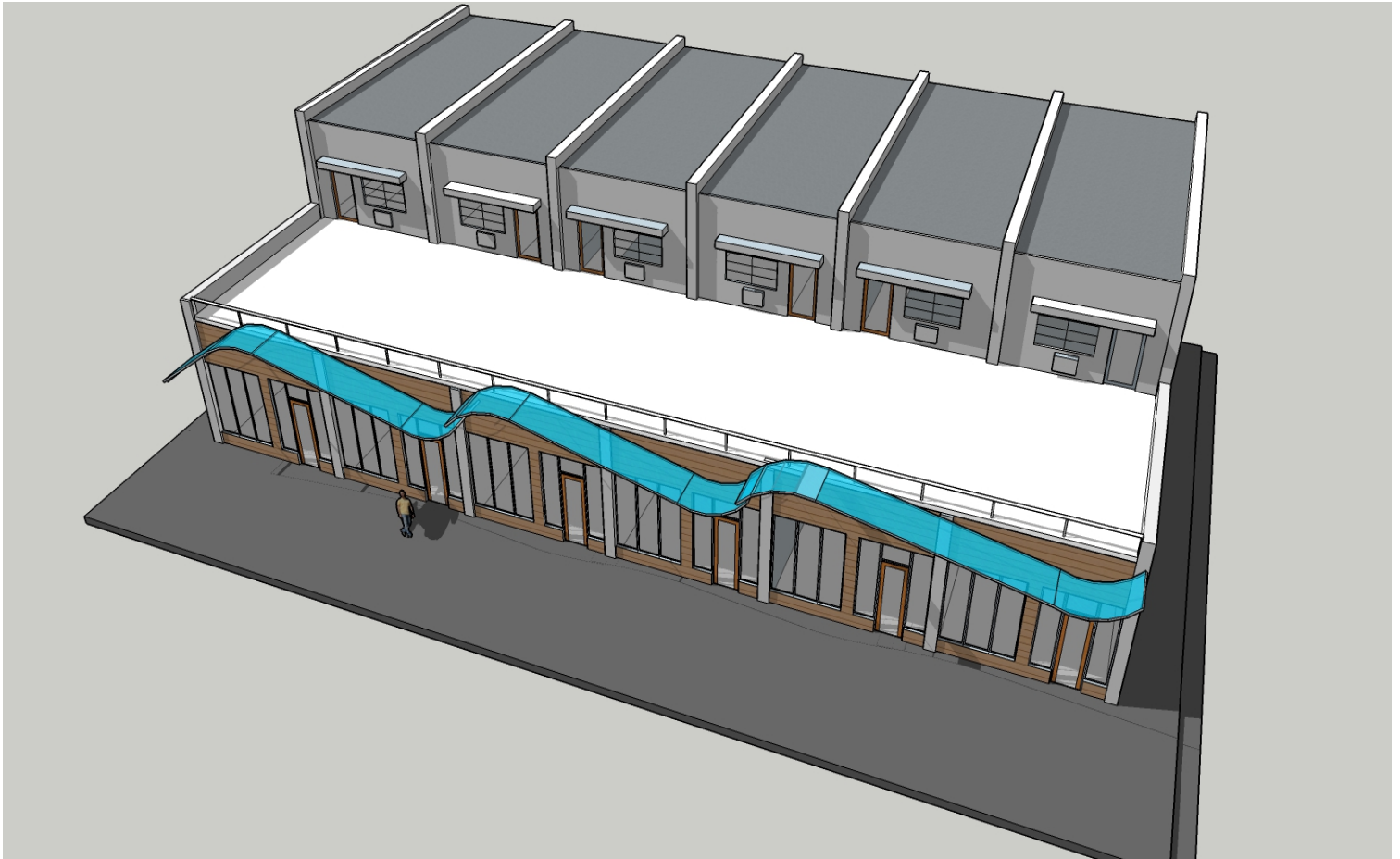
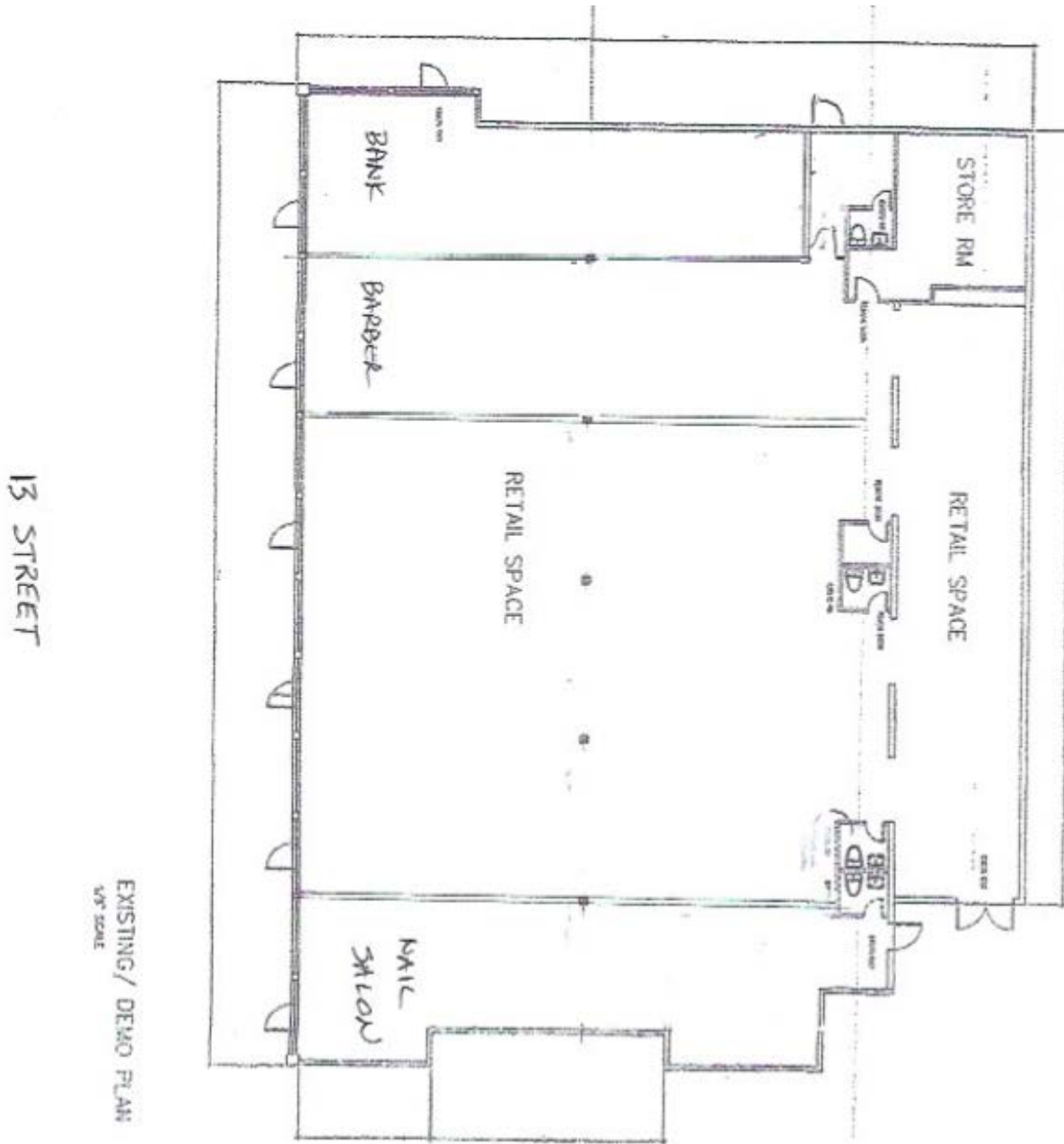


Exhibit C Photos of Existing Property and Plans
Page 2 of 11
Transforma Realty, LLC
02/06/2019

Elevation Rendering



Floor Plan



EXISTING / DEMO PLAN
1/8" = 1'-0" SCALE



Exhibit C Photos of Existing Property and Plans

Page 5 of 11

Transforma Realty, LLC

02/06/2019



Exhibit C Photos of Existing Property and Plans
Page 6 of 11
Transforma Realty, LLC
02/06/2019

SUBJECT PROPERTY BEFORE DEVELOPER RENOVATION



Front view of Subject Parcel 1 (retail portion)



Front and west side view of Subject Parcel 1 (retail with second floor apartments)







Exhibit C Photos of Existing Property and Plans
Page 10 of 11
Transforma Realty, LLC
02/06/2019



Exhibit C Photos of Existing Property and Plans
Page 11 of 11
Transforma Realty, LLC
02/06/2019

Renovation Cost Proposal – Commercial Façade Estimate I

Scott Harrison Enterprises INC. CGC1514441
 1235 NE 15th Ave Unit B
 Fort Lauderdale, FL 33304

C O N T R A C T

TransForma Realty, LLC
 188 COGGESHALL AVE
 NEWPORT, RHODE ISLAND 02840
 954.918.9666

Invoice # 0012100
 Invoice Date 11/27/2018
 Due Date 11/27/2018

Item	Description	Unit Price	Quantity	Amount
	<p>EXTERIOR Commercial</p> <p>Scott Harrison Enterprises INC. is contracting to perform and supply all material and labor for the work described below.</p> <p>Work to be performed according to FL building code standards.</p> <p>All work/change orders will be approved via invoice, email, text or verbal communication.</p> <p>Scott Harrison Enterprises INC. is providing project management services FOR ALL CHANGE ORDERS, administrative staffing, & in-house labor staffing at cost plus 20% O&P. Other services may be billed hourly. Scott Harrison Enterprises INC. has the authority to approve purchases & hire trade services as needed.</p>			
	Impact Storefronts - With Door + Tax	8000.00	8.00	64,000.00
	Impact Storefronts - No Door	7700.00	8.00	61,600.00
	Window / Door Installation	1500.00	16.00	24,000.00
	Steel & Glass Awning 7 Railing	15000.00	1.00	15,000.00
	Paint Front Including Eaves	6000.00	1.00	6,000.00
	Landscaping BLDG Planters & Streetincl Trench	6000.00	1.00	6,000.00
	Spigots for Irrigation/Irrigation	3500.00	1.00	3,500.00
	Up Accent Column Lighting	250.00	18.00	4,500.00
	Parapate Down Lighting	275.00	12.00	3,300.00
	Pavement Sealcoat & Striping	5600.00	1.00	5,600.00
	Paint Exterior - 2nd Floor Apartments	1900.00	6.00	11,400.00

Architectural Plans & Engineering (Windows, doors, facade renovations, landscape, apartment renovations, interior retail renovation)	22900.00	1.00	22,900.00
Permits	7700.00	1.00	7,700.00
Miscellaneous expenses	11000.00	1.00	11,000.00
Administration Fee	5000.00	1.00	5,000.00
O&P - 20%	251500.00	0.20	50,300.00
NOTES: PAYMENT SCHEDULE: To Be Determined			
30% down upon signing			
30% upon demolition & Material delivery			
30% upon installation			
10% Final inspection			
Subtotal			301,800.00
Total			301,800.00
Amount Paid			0.00
Balance Due			\$301,800.00

Renovation Cost Proposal – Commercial Façade Estimate II

Keystone Builders Inc. CGC1526694
 180 E DANIA BEACH BLVD. #307
 DANIA BEACH, FL 33004



TransForma Realty, LLC
 166 COGGESHALL AVE
 NEWPORT, RHODE ISLAND 02840
 954.918.9866

CONTRACT

Invoice # 0012097
Invoice Date 11/27/2018
Due Date 11/27/2018

Item	Description	Unit Price	Quantity	Amount
	EXTERIOR Commercial			
	Keystone Builders Inc. is contracting to perform and supply all material and labor for the work described below.			
	Work to be performed according to FL building code standards.			
	All work/change orders will be approved via invoice, email, text or verbal communication.			
	Keystone Builders Inc. is providing project management services FOR ALL CHANGE ORDERS, administrative staffing, & in-house labor staffing at cost plus 20% O&P. Other services may be billed hourly.			
	Keystone Builders Inc. has the authority to approve purchases & hire trade services as needed.			
	Impact Storefronts - With Door + Tax	8000.00	8.00	64,000.00
	Impact Storefronts - No Door	7000.00	8.00	56,000.00
	Window / Door Installation	1500.00	16.00	24,000.00
	Steel & Glass Awning 7 Railing	15000.00	1.00	15,000.00
	Paint Front Including Eaves	6000.00	1.00	6,000.00
	Landscaping BLDG Planters & Streetincl Trench	6000.00	1.00	6,000.00
	Spigots for Irrigation/Irrigation	3500.00	1.00	3,500.00
	Up Accent Column Lighting	200.00	18.00	3,600.00
	Parapate Down Lighting	225.00	12.00	2,700.00

Pavement Sealcoat & Striping	5600.00	1.00	5,600.00
Paint Exterior - 2nd Floor Apartments	1600.00	6.00	9,600.00
Architectural Plans & Engineering (Windows, doors, facade renovations, landscape, apartment renovations, interior retail renovation)	22500.00	1.00	22,500.00
Permits	7000.00	1.00	7,000.00
Miscellaneous expenses	10000.00	1.00	10,000.00
Administration Fee	5000.00	1.00	5,000.00
O&P - 20%	376450.00	0.20	75,290.00
<p>NOTES: PAYMENT SCHEDULE: To Be Determined 30% down upon signing 30% upon demolition & Material delivery 30% upon installation 10% Final inspection</p>			
		Subtotal	315,790.00
		Total	315,790.00
		Amount Paid	0.00
		Balance Due	\$315,790.00

Renovation Cost Proposal – Residential Façade Estimate I

Scott Harrison Enterprises INC. CGC1514441
 1235 NE 15th Ave Unit B
 Fort Lauderdale, FL 33304

CONTRACT

TransForma Realty, LLC
 166 COGGESHALL AVE
 NEWPORT, RHODE ISLAND 02840
 954.918.9666

Invoice # 0012101
Invoice Date 11/27/2018
Due Date 11/27/2018

Item	Description	Unit Price	Quantity	Amount
	EXTERIOR Residential			
	Scott Harrison Enterprises INC. is contracting to perform and supply all material and labor for the work described below.			
	Work to be performed according to FL Building code standards.			
	All work/change orders will be approved via invoice, email, text or verbal communication.			
	Scott Harrison Enterprises INC. is providing project management services FOR ALL CHANGE ORDERS, administrative staffing, & in-house labor staffing at cost plus 20% O&P. Other services may be billed hourly.			
	Scott Harrison Enterprises INC. has the authority to approve purchases & hire trade services as needed.			
	Impact Sliding Windows	1800.00	6.00	10,800.00
	Impact Double Windows	1900.00	16.00	30,400.00
	Impact Entry Door	1350.00	6.00	8,100.00
	Entry Door Locks	225.00	6.00	1,350.00
	Emergency Exits Repair (Pushbars, Closers ECT)	1800.00	2.00	3,600.00
	Terrace Railing and Floor Covering	1350.00	6.00	8,100.00
	Architectural Plans & Engineering (Windows, doors, facade renovations, landscape, apartment renovations, interior retail renovation)	22500.00	1.00	22,500.00
	Permits	7770.00	1.00	7,770.00
	Miscellaneous expenses	11000.00	1.00	11,000.00
	Administration Fee	5000.00	1.00	5,000.00

O&P - 20%	108620.00	0.20	21,724.00
<p>NOTES: PAYMENT SCHEDULE: To Be Determined 30% down upon signing 30% upon demolition & Material delivery 30% upon installation 10% Final inspection</p>			
		Subtotal	130,344.00
		Total	130,344.00
		Amount Paid	0.00
		Balance Due	\$130,344.00

Renovation Cost Proposal – Residential Façade Estimate II

Keystone Builders Inc. CGC1526894
 180 E DANIA BEACH BLVD. #307
 DANIA BEACH, FL 33004



TransForma Realty, LLC
 188 COGGESHALL AVE
 NEWPORT, RHODE ISLAND 02840
 954.918.9866

CONTRACT

Invoice # 0012098
 Invoice Date 11/27/2018
 Due Date 11/27/2018

Item	Description	Unit Price	Quantity	Amount
	<p>EXTERIOR Residential</p> <p>Keystone Builders Inc. is contracting to perform and supply all material and labor for the work described below.</p> <p>Work to be performed according to FL building code standards.</p> <p>All work/change orders will be approved via invoice, email, text or verbal communication.</p> <p>Keystone Builders Inc. is providing project management services FOR ALL CHANGE ORDERS, administrative staffing, & in-house labor staffing at cost plus 20% O&P. Other services may be billed hourly.</p> <p>Keystone Builders Inc. has the authority to approve purchases & hire trade services as needed.</p>			

Impact Sliding Windows	1500.00	6.00	9,000.00
Impact Double Windows	1700.00	16.00	27,200.00
Impact Entry Door	1350.00	6.00	8,100.00
Entry Door Locks	225.00	6.00	1,350.00
Emergency Exits Repair (Pushbars, Closers ECT)	1500.00	2.00	3,000.00
Terrace Railing and Floor Covering	1350.00	6.00	8,100.00
Architectural Plans & Engineering (Windows, doors, facade renovations, landscape, apartment renovations, interior retail renovation)	22500.00	1.00	22,500.00
Permits	7000.00	1.00	7,000.00
Miscellaneous expenses	10000.00	1.00	10,000.00
Administration Fee	5000.00	1.00	5,000.00
O&P - 20%	378450.00	0.20	75,290.00
NOTES: PAYMENT SCHEDULE: To Be Determined			
30% down upon signing			
30% upon demolition & Material delivery			
30% upon installation			
10% Final inspection			
Subtotal			176,540.00
Total			176,540.00
Amount Paid			0.00
Balance Due			\$176,540.00

Renovation Cost Proposal – Interior Commercial I

Scott Harrison Enterprises INC. CGC1514441
 1235 NE 15th Ave Unit B
 Fort Lauderdale, FL 33304

CONTRACT

TransForma Realty, LLC
 166 COGGESHALL AVE
 NEWPORT, RHODE ISLAND 02840
 954.918.9666

Invoice # 0012104
 Invoice Date 11/27/2018
 Due Date 11/27/2018

Item	Description	Unit Price	Quantity	Amount
	INTERIOR Commercial			
	Scott Harrison Enterprises INC. is contracting to perform and supply all material and labor for the work described below.			
	Work to be performed according to FL building code standards.			
	All work/change orders will be approved via invoice, email, text or verbal communication.			
	Scott Harrison Enterprises INC. is providing project management services FOR ALL CHANGE ORDERS, administrative staffing, & in-house labor staffing at cost plus 20% O&P. Other services may be billed hourly.			
	Scott Harrison Enterprises INC. has the authority to approve purchases & hire trade services as needed.			
	Subdivide Store Walls To Add 3 New Tenants	18000.00	3.00	54,000.00
	-Framing			
	-Electrical			
	-Insulation			
	-Drywall			
	-Fire Stop			
	-Finish			
	-Paint			
	Add ADA Bathrooms	29000.00	1.00	29,000.00
	Add Common Hallways With Emergency Exits-Framing	17000.00	2.00	34,000.00
	-Electrical			
	-Insulation			
	-Drywall			
	-Fire Stop			
	-Finish			
	-Paint			
	Replace Cast Iron Ceiling Pipes From Apts Above	2100.00	3.00	6,300.00

Permits	5000.00	1.00	5,000.00
Administration Fee	5000.00	1.00	5,000.00
Miscellaneous	5000.00	1.00	5,000.00
O&P - 20%	138300.00	0.20	27,660.00
Subtotal			165,960.00
Total			165,960.00
Amount Paid			0.00
Balance Due			\$165,960.00

Renovation Cost Proposal – Interior Commercial II

Keystone Builders Inc. CGC1526694
 180 E DANIA BEACH BLVD. #307
 DANIA BEACH, FL 33004



TransForma Realty, LLC
 186 COGGESHALL AVE
 NEWPORT, RHODE ISLAND 02840
 954.918.9666

CONTRACT

Invoice # 0012102
 Invoice Date 11/27/2018
 Due Date 11/27/2018

Item	Description	Unit Price	Quantity	Amount
	INTERIOR Commercial			
	Keystone Builders Inc. is contracting to perform and supply all material and labor for the work described below.			
	Work to be performed according to FL building code standards.			
	All work/change orders will be approved via invoice, email, text or verbal communication.			
	Keystone Builders Inc. is providing project management services FOR ALL CHANGE ORDERS, administrative staffing, & in-house labor staffing at cost plus 20% O&P. Other services may be billed hourly.			
	Keystone Builders Inc. has the authority to approve purchases & hire trade services as needed.			
	Subdivide Store Walls To Add 3 New Tenants	15000.00	3.00	45,000.00
	-Framing			
	-Electrical			
	-Insulation			
	-Drywall			
	-Fire Stop			
	-Finish			
	-Paint			
	Add ADA Bathrooms	25000.00	1.00	25,000.00

Add Common Hallways With Emergency Exits-Framing	15000.00	2.00	30,000.00
-Electrical			
-Insulation			
-Drywall			
-Fire Stop			
-Finish			
-Paint			
Replace Cast Iron Ceiling Pipes From Apts Above	1800.00	3.00	5,400.00
Permits	5000.00	1.00	5,000.00
Administration Fee	5000.00	1.00	5,000.00
Miscellaneous	5000.00	1.00	5,000.00
O&P - 20%	35200.00	0.20	70,520.00
Subtotal			190,920.00
Total			190,920.00
Amount Paid			0.00
Balance Due			\$190,920.00

Renovation Cost Proposal – Interior Residential I

Scott Harrison Enterprises INC. CGC1514441
 1235 NE 15th Ave Unit B
 Fort Lauderdale, FL 33304

C O N T R A C T

TransForma Realty, LLC
 166 COGGESHALL AVE
 NEWPORT, RHODE ISLAND 02840
 954.918.9666

Invoice # 0012103
 Invoice Date 11/27/2018
 Due Date 11/27/2018

Item	Description	Unit Price	Quantity	Amount
	INTERIOR Residential			
	Scott Harrison Enterprises INC. is contracting to perform and supply all material and labor for the work described below.			
	Work to be performed according to FL building code standards.			
	All work/change orders will be approved via invoice, email, text or verbal communication.			
	Scott Harrison Enterprises INC. is providing project management services FOR ALL CHANGE ORDERS, administrative staffing, & in-house labor staffing at cost plus 20% O&P. Other services may be billed hourly.			
	Scott Harrison Enterprises INC. has the authority to approve purchases & hire trade services as needed.			
	HVAC - Apartments	8880.00	6.00	53,280.00
	Electric	3880.00	5.00	19,400.00
	Bath INCL Vanities, Shower Doors, Mirrors, ECT	2800.00	6.00	16,800.00
	Plumbing Repairs	2000.00	6.00	12,000.00
	Kitchen Cabinets	7900.00	6.00	47,400.00
	Kitchen Countertop	2500.00	6.00	15,000.00
	Blinds + Install	150.00	16.00	2,400.00
	Interior Partitions	3500.00	4.00	14,000.00
	Interior Painting	1250.00	4.00	5,000.00
	Switched Hanging LED Lighting	2000.00	4.00	8,000.00
	Bath Refresh	3050.00	6.00	18,300.00

Misc Electrical Upgrades	1500.00	4.00	6,000.00
HVAC Equipment	6750.00	4.00	27,000.00
HVAC Labor	2500.00	4.00	10,000.00
Permits	5000.00	1.00	5,000.00
Administration Fee	5000.00	1.00	5,000.00
Miscellaneous	5000.00	1.00	5,000.00
O&P - 20%	269580.00	0.20	53,916.00
Subtotal			323,496.00
Total			323,496.00
Amount Paid			0.00
Balance Due			\$323,496.00

Renovation Cost Proposal – Interior Residential II

Keystone Builders Inc. CGC1526694
 180 E DANIA BEACH BLVD. #307
 DANIA BEACH, FL 33004



TransForma Realty, LLC
 188 COGGESHALL AVE
 NEWPORT, RHODE ISLAND 02840
 954.918.9666

CONTRACT

Invoice # 0012092CRAINT
Invoice Date 11/15/2018
Due Date 11/15/2018

Item	Description	Unit Price	Quantity	Amount
	INTERIOR Residential			
	Keystone Builders Inc. is contracting to perform and supply all material and labor for the work described below.			
	Work to be performed according to FL building code standards.			
	All work/change orders will be approved via invoice, email, text or verbal communication.			
	Keystone Builders Inc. is providing project management services FOR ALL CHANGE ORDERS, administrative staffing, & in-house labor staffing at cost plus 20% O&P. Other services may be billed hourly.			
	Keystone Builders Inc. has the authority to approve purchases & hire trade services as needed.			
	HVAC - Apartments	8500.00	6.00	51,000.00
	Electric	3500.00	5.00	17,500.00
	Bath INCL Vanities, Shower Doors, Mirrors, ECT	2500.00	6.00	15,000.00
	Plumbing Repairs	2000.00	6.00	12,000.00
	Kitchen Cabinets	7500.00	6.00	45,000.00
	Kitchen Countertop	2500.00	6.00	15,000.00
	Blinds + Install	150.00	16.00	2,400.00
	Interior Partitions	2500.00	4.00	10,000.00
	Interior Painting	1250.00	4.00	5,000.00

Switched Hanging LED Lighting	2000.00	4.00	8,000.00
Bath Refresh	2050.00	6.00	12,300.00
Misc. Electrical Upgrades	1500.00	4.00	6,000.00
HVAC Equipment	5750.00	4.00	23,000.00
HVAC Labor	2500.00	4.00	10,000.00
Permits	5000.00	1.00	5,000.00
Administration Fee	5000.00	1.00	5,000.00
Miscellaneous	5000.00	1.00	5,000.00
O&P - 20%	352600.00	0.20	70,520.00
Subtotal			317,720.00
Total			317,720.00
Amount Paid			0.00
Balance Due			\$317,720.00

**CITY OF FORT LAUDERDALE
Community Redevelopment Agency**



APPLICATION FOR CRA FUNDING ASSISTANCE

Transforma Realty, LLC

Kenneth F Zarrilli Jr.

Exhibit E CRA Application/Buisness Plan
Page 1 of 47
Transforma Realty, LLC
02/06/2019

CRA Applicant Information

Name of Principal Owner in Charge Kenneth F Zarrilli Jr.		Tel. No. 954-918-6669	E-Mail Address kzarrilli@gmail.com
Primary Contact for this CRA Request Kenneth F Zarrilli Jr.		Tel. No. 954-918-6669	E-Mail Address kzarrilli@gmail.com
Name of Business Transforma Realty LLC		Tax I.D. No.	Company Website
Business Address 166 Coggeshall Avenue		Tel. No. 954-918-6669.	Fax No.
City Newport		State Rhode Island	Zip Code 02840
Commencement Date to Begin Project: Completion Date for Project:		<u>December 2018</u> <u>July 2019</u>	<u>JOB INFORMATION</u>
Check Appropriate Description ↑Existing Business ↑New Business		Project Type ↑Expansion ↑Relocation	Full Time Equivalent (FTE) Jobs to be created <u>27</u>
NAICS Code / Industry Type 236220 531390		Facility Description Existing Space <u>11,774</u> sq. ft. New Space <u>N/A</u> sq. ft.	Existing Jobs <u>8</u> Total FTE Jobs <u>35</u>
Date of Incorporation		State where the business was incorporated Delaware	<u>TYPE OF BUSINESS</u>
Proposed Project Location/City 850 NE 13 th St Fort Lauderdale, FL 33304		Proposed Address 850 NE 13 th St Fort Lauderdale, FL, 33304	Sole Proprietor _____ Partnership _____ Joint Venture _____ Corporation _____
Property Control Number(s) 4942 34 03 0740 - 850 NE 13 th St		Property Owner Transforma Realty, LLC	Cooperative _____ Limited Liability Company <u>X</u> Non-Profit Org. _____
Owner Tel. No. (include Area Code) 954-918-6669		Is there a lien on the property? YES	Other: _____
Bank(s) Where Business Accounts for Projects Are Held 1. TD Bank		2. N/A	
Name of Participating Bank/Lender BB&T Bank and Trust Company			
Amount \$2,100,000	Contact Person Randy Peters	Tel. No. (include Area Code) 305-523-1619	Fax No. (include Area Code)

Project Purpose and Economic Impact

The purpose of the project is to complete the renovation, reconfiguration and leasing of nearly 12,000 square feet of retail and residential space located at 850 NE 13th St, Fort Lauderdale, Florida. By leveraging a significant personal investment, prior experience in the area and with numerous similar developments in South Florida, Transforma Realty is committed to being a catalyst in the on-going economic, artistic and aesthetic improvements along the 13th Street corridor.

Our lease prospects as evidenced in this document, underscore the on-going capital deepening already taking place with confirmed lease arrangements that include both personal service businesses as well as, a new financial institution for the area.

Apart from the direct and positive impact on employment, our reasoned expectation is that the additional commercial commitments by our tenant prospects, further not only the opportunity for improved municipal revenues but also, a balanced quality of life for the area's residents.

MANAGEMENT

Name	Complete Address	% Owned	From	To
Kenneth F Zarrilli Jr.	2200 NE 26 th Street Fort Lauderdale, FL	50%	Inception	Present
Name	Complete Address	% Owned	From	To
Joshua McKinney-Zarrilli	208 W 23 rd St New York, NY	50%	Inception	Present

PROJECT/ACTIVITY COST SUMMARY

1. Please state the overall project cost: \$ 4,995,000
2. Please state the overall project costs related to the CRA’s assisted activity? \$ 900,000
3. Please indicate the sources and uses of funds for the project on the following table.

Project Source(s) of Funding	Amount	Rate	Term
Bank Loan (specify)	\$2,100,000		
City funds			
CRA funds	\$200,000		
Company’s current cash assets	\$225,000		
Owner equity (specify)	\$2,470,000		
Total Sources	\$4,995,000		
Select the Use(s) of Funds and the Amount Need for Each	Sources of Funds (Yes or No)	Amount	
Land Acquisition			
Real Property Acquisition	Yes BANK & OWNER	\$3,895,000	
Utility and road infrastructure improvements			
New construction of commercial and industrial buildings			
Rehabilitation of commercial and industrial buildings	Yes	\$685,000	
Purchase and installation of equipment and fixtures			
Other (specify) Equity		\$415,000	
Total Uses		\$4,995,000	

NOTE: Other “uses” include Architectural/Engineering Fees, Application Fees, Permit Fees Impact Fees

BUSINESS INDEBTEDNESS

To Whom Payable	Original Amount	Original Date	Present Balance	Rate of Interest	Maturity Date	Monthly Payment
Name: BB&T Bank and Trust Company	\$2,100,000	May 2018	\$2,100,000	% <input type="text"/>	May 2021	\$7,668

ITEMS TO BE COMPLETED AND SUBMITTED WITH APPLICATION

1. A business plan which describes the company mission, market analysis, applicant capacity, economic analysis and project feasibility, a brief history and description of the company (*including the founding of the company*), overview of operations, product information, customer base, method and areas of distribution, primary competitors and suppliers within the County.
2. A list of general and limited partners, officers, directors and shareholders of the company. Please provide a resume for all the principals and key management.
3. Corporate income tax returns for the last three years (*personal returns may also be requested*).
4. Two separate lists that detail the existing jobs on your payroll and the new jobs to be created (*within the list please provide the job title of each position, a brief description of each position, annual salary for existing and new positions and the industry average salary for those positions*).
5. If machinery and equipment are being purchased with CRA funds, provide a list of all the items to be purchased, with quotes on vendor's letterhead. Include a statement from the manufacturer, attesting to the economic life of the equipment.
6. If business is a franchise, include a copy of the franchise agreement;
7. Bank Commitment Letter detailing the conditions of the loan approval.
8. Copy of IRS determination letter as a non-profit organization (*required for all non-profit organizations only*).
9. Signed copy of resolution or minutes from the meeting of the governing body authorizing submission of the application (*required for all non-profit organizations only*).
10. Articles of Incorporation or Division of Corporations information identifying authorized signatories
11. Copy of the Property Deed (*if the applicant is the owner*)
12. Copy of By-Laws (*required for all non-profit organizations only*).
13. Please sign and submit *Statement of Personal History* and *Credit Check Release* (as attached).
14. If project involves construction, please provide a minimum of two (2) detailed cost estimates prepared by Architect/Engineer and/or General Contractor, preliminary plans and specifications, Architectural Illustration and photos of existing conditions.
15. Attach a street map showing the location of the proposed project, Property Folio number and Legal Description.
16. Preliminary Project Schedule.

ADDITIONAL ITEMS REQUIRED AFTER CRA BOARD APPROVAL AND PRIOR TO EXECUTION OF AN AGREEMENT AND RELEASE OF FUNDS

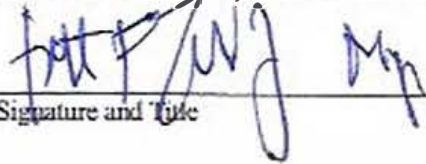
- 30. Evidence that all funds are in-place to fully fund the project.
- 31. A copy of the City approved project plans, contract with General Contractor and permits (Prior to Release of Funds)
- 32. Scope of work and all project costs
- 33. Copies of Insurance Certificates (Builders Risk/All Risk Policy, Commercial General Liability, Workers Compensation with the City of Fort Lauderdale and the Fort Lauderdale CRA listed as Additional Insured.

APPLICANTS CERTIFICATION

By my signature, I certify that I have read and understand the application, criteria, loan fees and program requirements. I further certify that all the information I (we) supplied is correct and accurate. All of the owners of the company/organization (regardless of ownership percentage) are aware of this loan and are in full agreement with the business securing financing for this project. My (our) signature(s) represent my (our) agreement to comply with City of Fort Lauderdale Community Redevelopment Agency, as it relates to this CRA funding request.

Each Proprietor, General Partner, Limited Partner and Business Owner, owning 20% or more must sign below. For all Non-Profit Organizations, all guarantors must be approved by City of Fort Lauderdale Community Redevelopment Agency.

Business Name: Transforma Realty, LLC

By:  _____ Date 1/28/19

Signature and Title _____ Date _____

Guarantors:

Signature and Title _____ Date _____

Signature and Title _____ Date _____

Signature and Title _____ Date _____

Signature and Title _____ Date _____

Central City Area Community Redevelopment Agency PERSONAL HISTORY STATEMENT

PLEASE READ CAREFULLY - PRINT OR TYPE

Each Proprietor (if a Sole Proprietorship), General Partner (if Partnership), Limited Partner (if Partnership), Officer, Director and Business Owner (owning 20% or more of the business), must complete a Personal History Statement. For all Non-Profit Organizations, all guarantors must complete this form and be approved as guarantors by the City of Fort Lauderdale Community Redevelopment Agency.

Applicant/Business Name: Kenneth F Zarrilli Jr./Transforma Realty, LLC <hr/> City: <u>Ft, Lauderdale</u> State: <u>FL</u> Zip: <u>33304</u>	Participating Bank/Lender: <u>BB&T</u> <hr/> City: <u>Miami</u> State: <u>FL</u> Zip: _____
---	--

Personal Statement of (if you do not have a middle name, put NMN):

First Name: Kenneth Middle: Frederick Last: Zarrilli Jr.

Social Security No.: _____ Date of Birth: _____ Place of Birth: Bridgeport, CT

Present Address: <u>2200 NE 26th St</u> City: <u>Ft Lauderdale</u> State: <u>FL</u> Zip: <u>33305</u> From: <u>2011</u> To: <u>Present</u>	Previous Address: <u>2601 Grace Dr</u> <i>(needed if in present address less than 5 years)</i> City: <u>Ft Lauderdale</u> State: <u>FL</u> Zip: <u>33316</u> From: <u>2007</u> To: <u>2011</u>
Loan Requested from CRA: \$ <u>200.000</u> Loan Request from Bank(s): \$ <u>0</u> Percentage of Company Ownership: <u>50</u> %	Are you a U.S. Citizen: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If NO, are you a Lawful Permanent Resident Alien: <input type="checkbox"/> YES <input type="checkbox"/> NO Alien Registration Number: <u>N/A</u>

IT IS IMPORTANT THAT THE NEXT THREE (3) QUESTIONS BE ANSWERED COMPLETELY. AN ARREST OR CONVICTION RECORD WILL NOT NECESSARILY DISQUALIFY YOU. HOWEVER, AN UNTRUTHFUL ANSWER WILL CAUSE YOUR APPLICATION TO BE DENIED.

IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS BELOW, PLEASE FURNISH DETAILS ON A SEPARATE SHEET. INCLUDE DATES, LOCATION, FINES, SENTENCES, WHETHER MISDEMEANOR OR FELONY, DATES OF PAROLE/PROBATION, UNPAID FINES OR PENALTIES, NAME(S) UNDER WHICH CHARGED, AND ANY OTHER PERTINENT INFORMATION.

1. Are you presently under indictment, on parole or probation? YES NO
(If YES, indicate the date parole or probation is to expire) _____
2. Have you ever been charged with and/or arrested for any criminal offense other than a minor motor vehicle violation? Include offenses which have been dismissed, discharged, or not prosecuted. YES NO
3. Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation, including adjudication withheld pending probation, for any criminal offense other than a minor vehicle violation? YES NO

I hereby authorize the City of Fort Lauderdale to request criminal record information about me from the criminal justice agencies for the purpose of determining my eligibility.

Signature	Title	Date
-----------	-------	------

***ORIGINAL SIGNATURES REQUIRED**

**Central City Area Community Redevelopment Agency
APPLICATION REQUEST SUPPLEMENTAL INFORMATION**

CRA Incentive Programs

Please select the incentive(s) you are applying for and insert the amount of funding assistance you are seeking:

<input checked="" type="checkbox"/>	COMMERCIAL FAÇADE IMPROVEMENT PROGRAM	\$ <u>100,000</u>
<input checked="" type="checkbox"/>	PROPERTY AND BUSINESS IMPROVEMENT PROGRAM	\$ <u>100,000</u>
<input type="checkbox"/>	STREETSCAPE ENHANCEMENT PROGRAM	\$ _____
	DEVELOPMENT INCENTIVE PROGRAM	\$ _____
	PROPERTY TAX REIMBURSEMENT PROGRAM	\$ _____

Supplemental Information Questionnaire:

- Please describe your project.
The purpose of the project is to complete the renovation, reconfiguration and leasing of nearly 12,000 square feet of retail and residential space located at 850 NE 13th St, Fort Lauderdale, Florida. By leveraging a significant personal investment, prior experience in the area and with numerous similar developments in South Florida, Transforma Realty is committed to be being a catalyst in the on-going economic, artistic and aesthetic improvements along the 13th Street corridor.
- What is the address, folio number and legal description of the property.
Address: 850 NE 13th Street, Fort Lauderdale, FL 33304
Folio ID: 4942 34 03 0740
Legal: Progresso 2-18 D Lot 1 Less 15
Lots 2 Thru 6 BLK 10
- What is the existing and proposed use of the property?
Commercial, Light Industrial & Residential
- Are the proposed improvements to the property being made on behalf of a proposed tenant for the property?
Yes
- If so, please provide a copy of the lease agreement.
Lease agreements are included in the supplemental section this packet.
- What is the zoning of the property?
Commercial & Residential
- Are you the property owner?
Yes, Deed is included in supplemental section of this packet.

8. Is your project new construction or is it renovation?

Renovation

9. What is the total capital investment of your project and what is your hard construction and soft cost?

\$4,995,000

10. What is the current Broward County Assessed Value of the property?

\$1,086,100

11. Is there a mortgage on the property?

Yes. Book and Page. 115128897

12. Are there any other liens or pending liens on the property? **No**

13. Is the property listed "For Sale." **No**

14. How many new permanent jobs will be created by the project? **27.**

Job Details and Impact Included in Appendix Information

15. What is the estimated construction commencement date of the project?

December 2018

16. What is the estimated completion date of the project?

July 2019

17. Please provide proof of your matching funds

Bank Statement of Matching Funds Included in Appendix

18. Do you have general liability and fire and casualty insurance on the property? **Yes.**

19. Have you previously received funding from the CRA? **No.**

Commercial Façade Improvement Program, Property & Business Improvement Program and/or Streetscape Enhancement Program, Questions:

20. Do you have a detailed scope of work? **Yes. Detail included.**

21. Do you have completed architectural drawings for the scope of work to be performed? **Yes. Detail included**

22. Have your project plans been submitted for City Development Review and/or permitting and if so what are the status of the plans and the plan review number? **In Process**

Exhibit E CRA Application/Buisness Plan

Page 9 of 47

Transforma Realty, LLC

02/06/2019

- 23. Do you have detailed, written contractor cost estimates? If so, please provide. **Yes, estimates included.**
- 24. Have you selected a contractor from the attached City/CRA Approved Contractor List? **No.**
- 25. If you are applying for the Facade Program or Property and Business investment Program, and if you are not using a City /CRA Approved Contractor, you must secure two detailed licensed and insured contractor cost estimates and CRA funding is limited to 60% of the lowest cost estimate not to exceed \$50,000 which can only be funded on a reimbursement basis, rather than a direct payment to the contractor. In addition, all projects over \$50,000 may be assigned a CRA Construction Review Specialist who will determine the scope of work to be funded and will secure contractor pricing for the project, manage funding request and provide general project oversight.
- 26. For Streetscape Enhancement Program projects, see additional requirements for projects in excess of \$300,000 as required by Florida Statute 255.20.

I Kenneth F Zarrilli attest that the information is correct to the best of my knowledge. I further understand that the CRA program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner/applicant. I further understand that I am responsible for providing all documentation required by The CRA.



Signature of Property Owner or Business Owner



Print Name

CRA Funding Costs

Commercial Façade Improvement Program (CFIP)

General Contractor – Exterior Other (Demo/Labor)	\$217,030.00
Impact Storefronts	\$120,000.00
Awnings 7 Rating	\$15,000.00
Impact Entry Door	\$8,100.00
Impact Double & Sliding Windows	\$36,200.00
Pavement Sealcoat & Stripping	\$5,600.00
Painting	\$15,600.00
Irrigation & Spigots	\$3,500.00
Landscaping	\$6,000.00
Lighting Up & Down Combined	\$6,300.00
Architectural & Engineering	\$45,000.00
Permits	<u>\$14,000.00</u>
TOTAL FACADE COST	<u>\$492,330.00</u>
Cap \$100,000 or 60%	\$295,398.00
COMMERCIAL FAÇADE FUNDING REQUEST	\$100,000.00

Property and Business Improvement Program (PBIP)

General Contractor – Interior	\$194,440.00
Replacement Cast Iron Piping	\$5,400.00
HVAC Apartments & Equipment	\$74,000.00
Cabinets & Countertops	\$60,000.00
Bathrooms (Shower Doors/Mirrors, Etc)	\$15,000.00
LED Lighting	\$8,000.00
Subdivide Store Walls – 3 New Tenants	\$100,000.00
Bath Refresh	\$12,300.00
Plumbing Repairs	\$12,000.00
Electric – Residential	\$17,500.00
Building Permitting	<u>\$10,000.00</u>
TOTAL PBIP COST	<u>\$508,640.00</u>
Cap \$100,000 or 60%	\$189,960.00
PBIP FUNDING REQUEST	\$100,000.00

Summary Business Plan

Mission:

To complete the development and renovation on a highly visible commercial and residential property located along the newly renovated North East 13th street corridor. The property consists of one income producing commercial building, with over 11,000 square feet of retail space, uniquely convenient residential apartments above and ample frontage space available for parking and programming.

Following the now completed purchase of the property for \$3,895,000, renovations are presently the focal point of the concluding phase, with an estimated cost of \$900,000 required to complete. To date approximately \$215,000 has been spent toward renovations.

Market Analysis:

The property is located along NE 13th Street the project region referred to as “The 13th Street Corridor” (Central City CRA) within the municipality of Fort Lauderdale, Broward County, Florida. This site is on a key artery in the Central City, between Wilton Manors and Flagler Village with an average vehicle count of approximately 14,000 per day.

The development and renovations in the area represent a significant cash flow investment to Central City. We expect it will foster economic growth and local jobs to the area while in tandem, acting as catalyst and perhaps a model for further growth among Fort Lauderdale’s emerging art and creative districts.

This single property is already jump starting the local neighborhood with a grassroots commercial renaissance. Given such a central location between Flagler Village and Wilton Manors, it is an ideal area for those looking to work, enjoy pedestrian traffic and play.

The existing retail space, rented to both professional services and creative tenants, is furthering the development of a progressive community of retail, food, design, artisans and professionals in a symbiotic environment. Both current and prospective tenants are highly curated in order to further the blending of cultural, business, art and design talent.

Anchor properties included for comparison, with existing well trafficked business are, “The Hive” and “The Warsaw Coffee Company.” Both are highly successful and complimentary to the fresh, artistic vision, being achieved within the 13th Street Corridor.

Comparable Districts Rental Pricing:

By comparison with other developments, the 13th Street rental target for warehouse, retail, art and design square footage is highly competitive at a conservative \$25.00 - 35/square foot estimate.

Competing Districts Comparisons Include:

- Las Olas District - \$100/square foot
- Federal Highway - \$75/square foot
- FAT Village District - \$48/square foot
- MASS District - \$35/square foot
- Class “C” warehouse market - \$14-\$18/square foot.

Exhibit E CRA Application/Buisness Plan

Page 12 of 47

Transforma Realty, LLC

02/06/2019

Economic Analysis

<i>DRAFT</i>	815 NE 13 ST ECONOMIC ANALYSIS			
	RATE	SQ FT or NUMBER	MONTHLY	ANNUAL
RENTAL INCOME				
RETAIL - EXISTING	\$24.00	5174	\$10,348	\$124,176
RETAIL - BANK TBD	\$35.00	1000	\$2,917	\$35,000
RETAIL - BnB Numero 2 Barbershop	\$29.50	1000	\$2,458	\$29,500
RETAIL - CLIPs Nail Salon	\$29.75	1000	\$2,479	\$29,750
TOTAL COMMERCIAL (RETAIL)		8174	\$18,202	\$218,426
APARTMENTS	\$1,250.00	6	\$7,500	\$90,000
TOTAL INCOME			\$25,702	\$308,426
EXPENSES (after ALL LEASES NNN)				\$25,000
NET INCOME				\$283,426

Project Schedule

Project Schedule:

- November 2018 ~ Close Lease Commitments with tenants until January 2019
- November 2018 ~ Apply for permits
- December 2018 ~ Begin renovations
- December 2018 ~ Exterior work complete by end of 2nd quarter 2019
- July 2019 ~ Remaining tenants move in to 850

Employment Impact – Job List

JOB TITLE	NUMBER	JOB DESCRIPTION	AVERAGE ANNUAL SALARY	INDUSTRY AVERAGE SALARY	EXPERIENCE/EDUCATION/SKILLS REQUIRED
Bank Manager(s)	2	Highly skilled personal and corporate finance professionals, who provide retail financial counsel and client service for both individual and business customers.	\$50,000	\$50,000	BA/BS, or advanced degree in Business Administration, Finance, Accounting or Marketing. Additional skills recommended may include progressive branch banking management for retail environments as well as, insurance and financial advisory certifications.
Retail Bank Associates	4	Client service and sales professional who promote a positive client experience in support of commercial and consumer retail banking applications.	\$30,000	\$30,000	HS Diploma and/or BA/BS with superior consultative client service experience. Excellent knowledge or practical experience of retail business and individual customer finance environments.
Retail Hair Stylists	8	Certified professionals who assist customers in providing hair and personal style solutions.	\$40,000	\$37,000	HS Diploma and/or BA/BS with superior consultative client service experience. Excellent knowledge or practical experience of fashion, personal care, health, beauty and hair design.
Retail Nail Stylists	8	Client service professionals who assist customers in providing skin and nail care.	\$35,000	\$35,000	HS Diploma and/or BA/BS with superior consultative client service experience. Excellent knowledge or practical experience of fashion, personal care, health and beauty.
General Construction Laborers	5	Physical labor practitioner who prepares a job site by clearing away debris, delivering materials, assisting more skilled specialists, and is qualified with a variety of general purpose and specialty tools.	\$24,000	\$24,000	HS Diploma or practical work experience. Has physical strength, good hand to eye coordination, endurance and is cross-functional, being skilled with a variety of tools and applications.

Management Background

Kenneth F Zarrilli Jr & Joshua McKinney-Zarrilli – Transforma Realty, LLC:

For approximately 40 years Ken has been a leader and visionary in the acquisition, rehabilitation, rental and sales of selective waterfront commercial and residential properties throughout the United States. His approach is pragmatic and innovative, with a view toward leveraging each investment as a catalyst in spearheading major neighborhood rejuvenation to promote both positive economic and aesthetic outcomes.

His record of achievement and lasting impact includes the distinction of having been one of four lead developers who spearheaded the initial development of what is now known as South Beach, Miami Beach, Florida. As one of the “Founding Four” lead innovators, he re-invented an entire blighted oceanfront district spearheading Individual projects whose roots then led to a world-class destination.

Among other activities in South Florida, he personally bought, redesigned, and obtained historic approval, while conducting the renovation as general contractor. In tandem and subsequent to acquisition, Ken managed three hotels, including the Raleigh Hotel, Netherland Hotel and the Shore Club Hotel. After a successful sale of the portfolio, The Raleigh in particular, was identified as the first truly and fully renovated hotel in South Beach.

Beyond our region, his inventive passion continues to inspire with highly successful projects including the Bellevue Avenue, Newport, Rhode Island Mansion Eco-Renovation, the Jewelry District Manufacturing Conversion and major high-end reconstruction efforts in Fire Island, New York.

Ken’s life partner, Joshua McKinney-Zarrilli is an accomplished artisan who provides creative leading-edge design direction and expertise in social media marketing as well as, networking and development applications.

Legal Structure

M18000007058

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400316810484

400316810484
08/08/18-01004--010 **25.00

18 AUG - 8 04:11:38

FILED
18 AUG - 8 AM 5:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

K SALY
AUG - 8 2018

TRANSFORMA REALTY, LLC		
		<input type="checkbox"/> Art of Inc. File _____ <input type="checkbox"/> LTD Partnership File _____ <input type="checkbox"/> Foreign Corp. File _____ <input type="checkbox"/> L.C. File _____ <input type="checkbox"/> Fictitious Name File _____ <input type="checkbox"/> Trade/Service Mark _____ <input type="checkbox"/> Merger File _____ <input checked="" type="checkbox"/> Art. of Amend. File _____ <input type="checkbox"/> RA Resignation _____ <input type="checkbox"/> Dissolution / Withdrawal _____ <input type="checkbox"/> Annual Report / Reinstatement _____ <input type="checkbox"/> Cert. Copy _____ <input checked="" type="checkbox"/> Photo Copy _____ <input type="checkbox"/> Certificate of Good Standing _____ <input type="checkbox"/> Certificate of Status _____ <input type="checkbox"/> Certificate of Fictitious Name _____ <input type="checkbox"/> Corp Record Search _____ <input type="checkbox"/> Officer Search _____ <input type="checkbox"/> Fictitious Search _____ <input type="checkbox"/> Fictitious Owner Search _____ <input type="checkbox"/> Vehicle Search _____ <input type="checkbox"/> Driving Record _____ <input type="checkbox"/> UCC 1 or 3 File _____ <input type="checkbox"/> UCC 11 Search _____ <input type="checkbox"/> UCC 11 Retrieval _____ <input type="checkbox"/> Courier _____
Signature _____		
Requested by: BA		
8/8/18		
Name _____	Date _____	Time _____
Walk-In _____	Will Pick Up _____	

171 Number Printing - Transforma GA 8/08

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Transforma Realty, LLC
Name of Foreign Limited Liability Company

Dear Sir or Madam:

The enclosed application, certificate and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Brian French
Name of Person

Trantalis & Associates
Firm/Company

2301 Wilton Drive, Ste. C1-A
Address

Wilton Drive, FL 33305
City/State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brian French at (954) 566-2226
Name of Person Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

- \$25 Filing Fee
- \$30 Filing Fee & Certificate of Status
- \$55 Filing Fee & Certified Copy
- \$60 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN FLORIDA

SECTION I (1-4 must be completed)

FILED 18 AUG - 8 AM 5:18 SECRETARY OF STATE TALLAHASSEE, FLORIDA

1. Name of limited liability Company as it appears on the records of the Florida Department of State: Transforma Realty, LLC

Enter new principal office address, if applicable: N/A (Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable: N/A (Mailing address MAY BE A POST OFFICE BOX)

2. The Florida document number of this limited liability company is: M1800007058

3. Jurisdiction of its organization: Delaware

4. Date authorized to do business in Florida: 8/1/18

SECTION II (5-9 complete only the applicable changes)

5. New name of the limited liability company: N/A (must contain "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "L.L.C.")

6. If amending the registered agent and/or registered officer address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: N/A

New Registered Office Address: Enter Florida Street Address, City, Florida, Zip Code

New Registered Agent's Signature, if changing Registered Agent: I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

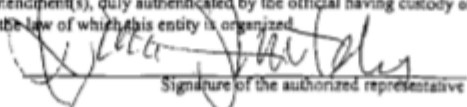
FILED
 18 AUG -8 AM 5:18
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:
N/A

8. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change:
Change of Manager

Title/Capacity	Name	Address	Type of Action
<u>MGR</u>	<u>Steve B. Callahan</u>	<u>666 Third Ave</u>	<input type="checkbox"/> Add
		<u>New York, NY 10017</u>	<input checked="" type="checkbox"/> Remove
<u>MGR</u>	<u>Kenneth Zarrelli</u>	<u>166 Coggeshall Ave</u>	<input checked="" type="checkbox"/> Add
		<u>Newport, RI 02840</u>	<input type="checkbox"/> Remove
<u>_____</u>	<u>_____</u>	<u>_____</u>	<input type="checkbox"/> Add
<u>_____</u>	<u>_____</u>	<u>_____</u>	<input type="checkbox"/> Remove
<u>_____</u>	<u>_____</u>	<u>_____</u>	<input type="checkbox"/> Add
<u>_____</u>	<u>_____</u>	<u>_____</u>	<input type="checkbox"/> Remove
<u>_____</u>	<u>_____</u>	<u>_____</u>	<input type="checkbox"/> Add
<u>_____</u>	<u>_____</u>	<u>_____</u>	<input type="checkbox"/> Remove

9. Attached is a certificate, if required, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.


 Signature of the authorized representative

Dean J. Trantalis, Esq. - Authorized Representative

Typed or printed name of signee

Transforma Realty Signed CRA Corporate Resolution

LIMITED LIABILITY COMPANY RESOLUTION TO BORROW / GRANT COLLATERAL / SUBORDINATE DEBT

Company: **TRANSFORMA REALTY LLC**
 188 COGGESHALL AVE
 NEWPORT, RI 02840-4274

Lender: **CITY OF PORT LAUDERDALE
 COMMUNITY REDEVELOPMENT AGENCY
 914 S. STRAHL BLVD
 PORT LAUDERDALE, FL 33111**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE COMPANY'S EXISTENCE. The complete and correct name of the Company is TRANSFORMA REALTY LLC ("Company"). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Delaware. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains its office at 188 COGGESHALL AVE, NEWPORT, RI 02840-4274. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on **06-16-2018**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MANAGERS. The following named persons are managers of TRANSFORMA REALTY LLC:

NAME	TITLE	AUTHORIZED	ACTUAL SIGNATURES
KEN ZARRILLI, JR.	Manager	Y	(Seal)
JOSHUA MCKINNEY-ZARRILLI	Manager	Y	(Seal)

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, any two (2) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Company:

Borrow Money. To borrow, as a assignor or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Company and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's terms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all of the Company's real property and all of the Company's personal property tangible or intangible, as security for the payment of any loans or credit accommodations so obtained, any promissory notes or evidence (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Company to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be other in addition to or in lieu of any property therefore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the terms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other instrument, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Subordination. To subordinate, in all respects, any and all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from any person or entity to the Company to all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from such person or entity to Lender ("Subordinated Indebtedness"), together with subordination by the Company of any and all security interests of any kind, whether now existing or hereafter acquired, securing payment or performance of the Subordinated Indebtedness; all on such subordination terms as may be agreed upon between the Company's Managers and Lender and in such amounts as in their judgment should be subordinated.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the

1132

LIMITED LIABILITY COMPANY RESOLUTION TO BORROW GRANT COLLATERAL / SUBORDINATE DEBT (Continued)

SOME OF TO CAUSE SUCH PROCEEDS TO BE CREDITED TO THE COMPANY'S ACCOUNT WITH LENDER, OR TO CAUSE SUCH OTHER DISPOSITION OF THE PROCEEDS DERIVED THEREFROM AS THEY MAY DEEM ADVISABLE.

FURTHER ACTS. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the managers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this resolution.

ASSUMED BUSINESS NAMES. The Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: None.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's principal business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signers; (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreement between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.

RELiance BY LENDER. Lender shall be fully protected by relying upon any certification of the authorized persons named herein and shall be indemnified and saved harmless in any claims, demands, expenses, fees, or damage resulting from or growing out of honoring the signature of any authorized person or signature of an officer or employee certified by an authorized person.

ADDITIONAL AUTHORIZED ACTIONS. In addition to the Authorized Actions set forth above, the authorized person(s) is further authorized, empowered, and directed to do the following other actions:

Accounts: To establish and open deposit accounts, savings accounts, business credit card accounts, merchant services, treasury services and the like with Lender and to execute such agreements and to perform all necessary other acts to create such accounts.

Convenience Checks: To endorse and negotiate any convenience checks issued in connection with any account opened with Lender and Lender is authorized to honor, receive and pay all such convenience checks, and Lender shall not be required to be under any obligation to inquire as to the circumstances of issuance, use or disposition of any convenience check.

Foreign Exchange Transactions and Wire Transfers: To enter into and execute foreign exchange transactions and wire transfers through Lender to and from accounts established with Lender in accordance with Lender's agreements and procedures.

Letters of Credit: To apply to Lender for the issuance of letters of credit as account party in accordance with the Lender's agreements, procedures and requirements and to do and perform all necessary acts to carry out the foregoing.

OWNERSHIP INTERESTS. The ownership interests of the members is set forth in the Schedule of Ownership attached hereto and incorporated herein.

CERTIFICATION CONCERNING MANAGERS AND RESOLUTIONS. The managers named above are duly elected, appointed, or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation that has been delivered to and received by Lender at Lender's address shown above (or such address as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Limited Liability Company Resolution to Borrow / Grant Collateral / Subordinate Debt is dated May 23, 2018.

THIS RESOLUTION IS DELIVERED UNDER SEAL AND IT IS INTENDED THAT THIS RESOLUTION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CERTIFIED TO AND ATTESTED BY:
X [Signature] (Seal)
X [Signature] (Seal)
MANAGER OF TRANSFORMA REALTY LLC

NOTE: If the managers signing this Resolution are designated by the foregoing documents as one of the managers authorized to act on the Company's behalf, it is intended to have this Resolution signed by at least one non-authorized manager of the Company.

Transforma Realty Schedule of Ownership



SCHEDULE OF OWNERSHIP

Company: TRANSFORMA REALTY LLC
 166 COGGESHALL AVE.
 NEWPORT, RI 02840-1274

This SCHEDULE OF OWNERSHIP is attached to and by this reference is made a part of the Limited Liability Company Resolution to Borrow/Grant Collateral/Subordinate Debt dated 5/25/2018, and executed in connection with a loan or other financial accommodations between BRANCH BANKING AND TRUST COMPANY and TRANSFORMA REALTY LLC

The Taxpayer Identification Number for the company is 28-3600147

The FULL NAME and OWNERSHIP INTEREST of each Member is as follows:

NAME	INTEREST TYPE	PERCENT OF INTEREST
<u>KEN ZARRILLI, JR.</u>	<u>MGR</u>	<u>50.00%</u>
<u>JOSHUA MCKINNEY-ZARRILLI</u>	<u>MGR</u>	<u>50.00%</u>

(Handwritten initials: KZ and JH)

Warranty Deed

INSTR # 115128897
Recorded 03/08/19 at 04:15 PM
Broward County Commission
7 Page(s)
Deed Doc Stamp: \$26600.00
#1

THIS INSTRUMENT PREPARED BY
MARC BROWN, PRESIDENT
ALL FLORIDA TITLE COMPANY
1995 East Oakland Park Boulevard
Suite 310
Fort Lauderdale, Florida 33306
Our File No. MEB446

550 NE 13th ST

Property Address:
Parcel ID: 494234-03-0740, 494234-03-0790;
494234-03-0810, 494234-03-0820

WARRANTY DEED

THIS INDENTURE, made this 16th day of May, 2018 by **BRUCE W. BUNKER AND SHARON M. BUNKER, HUSBAND AND WIFE**, whose address is 1724 NE 18th Avenue, Fort Lauderdale, FL 33305, **GRANTOR**, to **TRANSFORMA REALTY LLC, A DELAWARE LIMITED LIABILITY COMPANY** whose address is 850 Northeast 13th Street, Fort Lauderdale, FL 33304, **GRANTEE**.

WITNESSETH that said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, to them in hand paid by the grantee, and the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the grantee, their heirs and assigns forever, the following described land, situate, lying and being in BROWARD County, Florida, to-wit:

The South 10 feet of Lot 1, and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in Block 110, of Progresso, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida

SUBJECT TO:

1. ZONING AND/OR RESTRICTIONS AND PROHIBITIONS IMPOSED BY GOVERNMENTAL AUTHORITY
2. RESTRICTIONS, EASEMENTS AND OTHER MATTERS APPEARING ON THE PLAT OR OF RECORD
3. TAXES FOR THE YEAR 2018 AND SUBSEQUENT YEARS.

And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1

Sign - [Signature]
Print: Marc Brown

[Signature]
BRUCE W. BUNKER

Witness #2

Sign - [Signature]
Print: Kelsey Douma

[Signature]
SHARON M. BUNKER

STATE OF FLORIDA }
 }SS:
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this 25th day of May, 2018 by Bruce W. Bunker and Sharon M. Bunker.

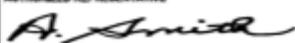
[Signature]
NOTARY PUBLIC

Personally Known _____ OR Produced Identification X

Type of Identification Produced FL Driver's License



Insurance Liability Certificate

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/16/2018			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Pallant Insurance Agency 1800 NE 26th Street Wilton Manors FL 33305		CONTACT NAME: Andrew Friedman PHONE: (954) 522-3800 FAX: (954) 561-1680 E-MAIL: joe@pallantinsurance.com ADDRESS:		INSURER(S) AFFORDING COVERAGE INSURER A: CAPITOL SPECIALTY INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
INSURED Transforma Realty, LLC 166 Coggeshall Ave Newport RI 02840-4274		CERTIFICATE NUMBER: CS18003384					
COVERAGES REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INGR	TYPE OF INSURANCE	ADDC	SUBR	POLICY NO.	POLICY EFF	POLICY EXP	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> INC <input type="checkbox"/> LOC OTHER:			CS18003384	5/25/18	5/25/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPVOP AGG \$ INCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER CITY OF FORT LAUDERDALE AND CRA 914 SISTRUNK BLVD FORT LAUDERDALE, FL 33311				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (7/01/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

Lease Agreement – Pride Factory

LEASE

November 22, 2006

1. This lease is an agreement between Bruce W. Bunker and Sharon M. Bunker, 1724 NE 18 Ave, Ft. Lauderdale 33305 (hereinafter called the landlord), and Pride Stores, Inc. (hereinafter called the tenant).
2. This lease covers the entire ground floor of the main building at 850 NE 13 Street, Ft Lauderdale, Fl 33304. It comprises approximately 8174 square feet as measured by the outside walls.
3. The term of this lease will be for five (5) years, commencing December 15, 2006 and ending December 31, 2011. The tenant shall have the option to extend the existing lease for two additional five (5) years. Tenant has the first right of refusal to purchase this building if the landlord receives a bona fide offer to sell the building.
4. The rent payable by the tenant to the landlord will be \$8,855. per month for the first twelve months. A 6% state sales tax will be collected by the landlord each month. This rate can change if modified by the state law.
5. Last month's rent of \$8,855. is due prior to occupancy. The 6% sale's tax will be collected on this.
6. Security deposit of \$8,855. is due upon signing of this lease. Tenant is hereby notified that security deposit and last month's rent will be held in a non interest bearing account at a local Fort Lauderdale bank.
7. For each twelve month period thereafter the rent will be increased by a percentage equal to the consumer price index (CPI), not to exceed 5%, unless landlord has a catastrophic increase in taxes and/or insurance. If the landlord incurs more than a \$5000. increase in taxes and insurance in any one year, then the rent increase will be negotiated accordingly. The additional increase will be due on the last month's rent as well.
8. Rent is due on the 1st of each month and must be received by the landlord at 1724 NE 18 Avenue, Fort Lauderdale, Fl 33305 by the due date. If the tenant is more than 10 days late with the rent the tenant shall pay to the landlord 5% of the monthly rent as additional rent. A returned check shall be considered failure to pay.
9. It is further understood and agreed between the parties hereto, that if default is made in the payment of rent as above set forth, or any part thereof, or if said tenant shall violate any of the covenants and conditions of this Lease, then the tenant shall become a tenant at sufferance, and if any installment of rent shall remain unpaid for three days after written notice of such non-payment, then the entire rental to the end of the Lease shall become at once due and payable; and in all proceedings under this Lease for the recovery of rent in arrears, whether said rent accrued before or after the expiration of this Lease, said tenant agrees to pay the landlord all costs of such collection. In the event tenant is evicted by suit at law, said tenant agrees to pay to said landlord all costs of such suit, including a reasonable attorney's fee as determined by the court; that no assent, expressed or implied, to any breach

~~REV~~ FAX
 1 406-849-1052
 Rev

1.500 1 of 5

of one or more of the covenants and agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any breach by tenant will result in security deposit forfeiture, but does not limit landlord to claims for back rent and or damages.

10. Should tenant need to file suit against the landlord for breach of his obligations under the lease, then the prevailing party is entitled to recovery of reasonable attorney's fees and costs as set by the court.

11. If the tenant vacates the premises before the end of the term of this lease, the tenant will continue to be responsible for payment of the monthly rent until the end of the lease term. If the tenant is in arrears on the payment of the monthly rent and the tenant has vacated the premises, the landlord or his agents, may enter the vacated premises and rent them to other parties on terms they see fit. Any rentals received from other parties less the costs associated with preparing the premises and re-renting them will be credited against the rent payments owed by the tenant during the remaining term of the lease.

12. If the tenant does not renew his lease before its termination date, and if the tenant does not vacate the premises by the termination date, his tenancy will be on a month-to-month basis and the monthly rental to be paid to the landlord will be twice the monthly rental that existed under the lease before its termination date.

13. Tenant shall pay for all gas, electricity, telephone, water, and other utilities and services supplied to the premises

14. The tenant shall not assign this lease or sublet the premises or any part thereof with out the written consent of the landlord . Permission to sublet will not be unreasonably withheld.

15. The tenant shall not make any alterations to the premises without the written consent of the landlord, which shall not be unreasonably withheld.

16. All additions, fixtures or improvements which may be made by the tenant, except movable office furniture, movable kitchen equipment and movable interior furniture, shall become the property of the landlord and remain on the premises as part thereof, and be surrendered with the premises at the end of the lease. Tenant shall not be liable for items that were new or working when tenant installed them, and became obsolete or didn't work at time tenant vacated premises. In other words, tenant shall not be required to provide landlord with further windfall by replacing or repairing items which tenant installed for its' benefit and use during tenancy but became obsolete or unusable during tenancy.

17. Tenant shall maintain the interior of the leased premises and the glass front of the building in clean condition and good repair. Tenant shall have adequate insurance coverage to cover all items including the glass fronts with landlord named as insured. Tenant shall provide copies of policies and renewals thereof to the landlord. *Handwritten initials* 1 1/23 2 of 5

18. Tenant shall be responsible for the maintenance and repair of the plumbing fixtures on the premises, together with sewer lines, pertaining to the leased premises, grease traps and air conditioning drain lines.
19. Tenant agrees to fully maintain the entire air-conditioning systems throughout the premises, and to be responsible for the replacement of units when called for, including but not limited to the evaporator blower units and condenser units. Tenant also agrees to be responsible for the maintenance and/or replacement of the fresh air and exhaust systems. Tenant will maintain an air-conditioning service with a reputable firm.
20. Tenant shall be responsible for the maintenance and repair of the electrical systems within the premises.
21. Tenant shall be responsible for the condition, repair and replacement of doors in the premises.
22. Landlord assumes responsibility for the outside walls of the premises and for the roof over the premises.
23. Tenant agrees to provide a dumpster for waste facilities and for garbage and trash pick-up and removal large enough so that there is no spill-over of excess matter.
24. Tenant shall be responsible for keeping the store parking area free of debris.
25. Tenant shall be responsible for bugs, rats and vermin control and eradication inside the commercial area and at the dumpster through the use of the usual extermination methods on a minimum monthly basis. Tenant will remove promptly all trash, garbage and other refuse matter from lease premises to the outside dumpster in properly sealed plastic bags. Tenant will refrain from causing or permitting any condition to exist in or about the premises, which would attract or harbor pests.
26. Tenant agrees to provide and pay for the landlord/tenant liability insurance of at least one million dollars (\$1,000,000) with the policy naming the landlord as an insured thereunder. Tenant shall provide copies of policies and renewals thereof to the landlord.
27. Tenant agrees to indemnify and hold the landlord and the property of the landlord free and harmless from any and all liability for injury to or death of any person, including employees or tenant, or for damage to property arising from the use and occupancy of the premises by lessee.
28. Tenant has the right to utilize the building and marquee sign. Landlord retains the right to post vacancy notices for apartments or warehouses connected to the leased space for 30 days prior to any anticipated vacancy until the vacant space is leased. The sign may be posted on the marquee sign, however signage posted by the landlord should not obscure the tenant's signage.
29. Tenant shall not use or permit use of the premises in any way that:
 - a. Violates any law or regulation pertaining to the premises or the building.
 - b. Obstructs or interferes with the rights of other tenants or occupants of the building.

LR / *LEAD* 3 of 5


850 Lease Renewal

December 14, 2016

Re: Lease renewal: Pride Stores Inc, 850 NE 13 Street, Fort Lauderdale, FL 33304

This is to confirm renewal of the last 5 year option to the original lease signed November 22, 2006.

The terms of this option is the same as the original lease of November 22, 2006 and begins December 14, 2016 and expires December 13, 2021.




Lori Deak

Vice President

Pride Stores, Inc

DBA Pride Factory


Bruce Bunker, Landlord


Sharon Bunker, Landlord

Agreement Regarding Abandoned Property

This agreement is made between Bruce & Sharon Bunker
As landlord and PRIDE STORES, Inc. ///////////////
Tenant of property described as 850 N.E. 13th S.T. A retail store, with 8174 sq. ft. of
Floor space

Pursuant to Florida Statutes section 83.67(3) the undersigned landlord and tenant
agree that in the event tenant leaves any personal property behind on the premises
after tenant surrenders or abandons the rental unit, landlord is not liable or
responsible for storage or disposition of the personal property.

Date: 11/28/10

Landlord:

Bruce Bunker

Tenant:

Pr. Deak

11/28/10 5 of 5

11/20/17

to

Kenneth ZARRILLI

FAX# 1-401-849-1052

FLOOR LAYOUT & LEASE
by Footage

FROM KING WILKINSON

954-803-3827

Letter of Intent – Nail Salon

Letter of Intent to Lease

1. **TENANT:** CLIPS, a nail Salon
2. **LANDLORD:** TransForma Realty, LLC, 850 NE 13 ST., Fort Lauderdale, FL, 33304
3. **PREMISES:** 850 NE 13 St . a.k.a. STUDIO CENTER, Unit S-1
4. **SIZE:** 1,000 s.f. +/-
5. **DIMENSIONS:** 20 x 50
6. **TERM:** FIVE (5) years
7. **OPTIONS:** TWO (3) year
8. **POSSESSION DATE:** March/APRIL 2019
9. **RENT:** \$ 29.75 per square foot per month.
10. **EXPENSES:**
Landlord will provide Tenant detail as to the expected expenses applicable to the property. The current estimated NNN (including real estate taxes, common area maintenance, and insurance) costs are approximately (\$4.75) per square foot, per month.
11. **PERMITTED USES:** Nail cutting & polishing, coloring, body waxing, etc
12. **ALTERATIONS:**
Tenant may make nonstructural alterations and improvements to the interior of the premises of \$10,000 or less per alteration without Landlord's prior consent, provided the work is performed in a good and workmanlike manner. Tenant may close its business once every five (5) years for up to thirty (30) days to refurbish and redecorate the Premises.
13. **CONSTRUCTION PERIOD:**
Tenant shall have one hundred twenty (120) days from the date of obtaining applicable building permits to complete improvements to the space (hereinafter "Construction Period"). During this Construction Period no rent or expenses will be due. Landlord will co-operate with Tenant's efforts to obtain permits and approvals.
14. **RENT COMMENCEMENT:**
Payment of rent shall commence upon the expiration of the Construction Period.
15. **SECURITY DEPOSIT:**
Tenant shall pay the Landlord upon issuance of applicable building permits a security deposit of three (3) months rent. So long as Tenant is not then in default, ONE (1) month of the security deposit will be refunded to the Tenant at the end of the first lease year.
16. **SIGNS:**
Landlord hereby grants and approves the following signage rights: Opening Signage.

Permanent Signage. Landlord agrees to allow Tenant to use a standard sign and awning package APPROVED BY Landlord to the maximum size permitted by local governmental authorities

Window Signs. Tenant shall be permitted to display signs and promotional items within the windows of the Premises, provided the same are consistent with Franchisor's national standards.

18

Pylon/Monument/Directory Sign. Tenant shall be provided with a panel on the STUDIO CENTER pylon/monument/directory sign, and shall be permitted to install a standard sign approved by the Franchisor, including logo, on such panel


- 17. **EXCLUSIVITY:**
Throughout the Term, as it may be extended under the terms of the Lease, Tenant shall have the exclusive right in STUDIO CENTER to engage in the primary business of nail cutting & polishing, coloring, body waxing, and other treatments typical of nail salons. What is not to be considered exclusive is any products and services normally transacted in a barbershop to Men's hair salon.
- 18. **OUTSIDE SEATING:**
Tenant shall have the right to use the common areas adjacent to the subject premises as long as such use complies with local zoning codes and ordinances.
- 19. **IMPROVEMENTS:**
Landlord shall provide the improvements as set forth on the Standard Shell attached hereto. Landlord shall provide to Tenant white walls, new HVAC, minimal lighting as well as current as-build blueprints of the Premises.
- 20. **LANDLORD'S WORK; SEE EXHIBIT A**
- 21. **BROKER'S FEES:**
Landlord agrees to pay all broker fees associated with tenants lease of premises.
- 22. **TENANT'S CONTINGENCIES:**
 - A. Approval of site, final lease, and final sign and awning package by Franchisor prior to lease execution.
 - B. Receipt of building and sign permits from local issuing authority to conduct the Premises for Tenant's intended use.
- 23. **NO RADIUS/ RELOCATION CLAUSES:**
Any radius restrictions or relocation provisions in the Lease will be deleted.
- 24. **ASSIGNMENT PROVISIONS:**
Tenant shall have the right to assign the Lease or sublet the Premises, without charge but with Landlord's consent being required, which will not be unreasonably withheld.
- 25. **HAZARDOUS MATERIALS:**
Landlord represents and warrants that the Premises are free of all asbestos, asbestos containing materials and other hazardous or toxic materials (collectively, "Hazardous Materials"). Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the STUDIO CENTER Building or the Premises, other than those Hazardous Materials brought onto such areas by Tenant. Landlord shall be solely responsible for any changes to the Premises relating to Hazardous Materials (at Landlord's expense and not as a charge to Tenant's build out allowance), unless those Hazardous Materials were brought onto Premises by Tenant. Landlord shall indemnify and hold Tenant harmless from and against all liabilities, costs, damages and expenses which Tenant may incur (including reasonable attorneys' fees) as a result of a breach of Landlord's representation and warranty set in this paragraph or the presence of Hazardous Materials in or about the STUDIO CENTER Building or the Premises, unless those Hazardous Materials were brought onto such areas by Tenant.

28

Handwritten initials and scribbles.

LANDLORD AND TENANT ACKNOWLEDGE THAT THIS PROPOSAL IS NOT A LEASE, AND THAT IT IS INTENDED AS THE BASIS FOR THE PREPARATION OF A LEASE. THE LEASE SHALL BE SUBJECT TO LANDLORD'S AND TENANT'S APPROVAL, AND ONLY A FULLY EXECUTED LEASE SHALL CONSTITUTE A LEASE FOR THE PREMISES. THE TERMS AND PROVISIONS OF THIS PROPOSAL ARE NON-BINDING.

AGREED AND ACCEPTED BY TENANT:



11/11/18
Date

AGREED AND ACCEPTED BY LANDLORD:

By _____
Date _____

EXHIBIT A

384

2
①

Landlord's Work

Restrooms

Landlord will provide and install fully functional SHARED handicap accessible restroom meeting all applicable codes, installed pursuant to tenant's plans and specifications to include but not limited to the following.

1. Handicapped approved toilet, lever handle, lavatory, faucet, grab bars, door hardware, and signage.
2. All finishes including but not limited to floor tile, paper towel dispensers, toilet paper holders, mirrors and soap dispensers (mounted at proper distances in compliance with the local accessibility codes).
3. Exhaust system
4. Recessed ceiling light fixtures
5. Hard gypsum board ceiling, minimum 8'-0".

Fire Protection and Alarms

Landlord will provide and install complete sprinkler and alarm systems for the tenant space (if required by code for tenant's use) including the following:

1. Distribution piping and heads based upon an open space layout in accordance with local, state and national fire codes.
2. Landlord will be responsible for all flow switches, tamper valves, and other control and monitoring devices.

Walls

All demised walls shall be framed with 22 gauge studs, 16" o.c. insulated sheet rocked and taped up to the underside of roof structure, seal joint air tight with foam sealant. Sheetrock to applicable fire and building codes and standards. Finished, taped, and sanded smooth.

Ceilings

Standard drop ceilings that meet building code for tenants use throughout. All Sprinkler drops made with drop in lighting to code. Minimum 10 ft ceiling heights required.

Storefront

Landlord shall provide non-tinted, standard storefront with entry doors per tenant's location. (double pane, low-e glazing to comply with local energy codes as applicable).

Floors

Landlord will provide clean and level concrete slab or clean and level wood underlayment in a stable and dry location. Floor is prepared ready for tenant's floor finished.

HVAC

A minimum of 1 ton of HVAC capacity per 250 sq ft of floor area installed and distributed with adequate ventilation for normal tenant use.

Electric

Landlord will provide a 100 amp, 120/208V, double phase, separately metered service with a minimum 125 amp distribution panel installed in the store
Electrical outlet distribution per local code.
Emergency exit signs and lighting to code.
Telephone service available to the space.

484

Letter of Intent – Barbershop

Letter of Intent to Lease

1. **TENANT:** BnB Numero 2 BARBERSHOP
2. **LANDLORD:** TransForma Realty, LLC, 850 NE 13 ST., Fort Lauderdale, FL, 33304
3. **PREMISES:** 850 NE 13 St , a.k.a. STUDIO CENTER, Unit S-5
4. **SIZE:** 1,000 s.f. +/-
5. **DIMENSIONS:** 20 x 50
6. **TERM:** FIVE (5) years
7. **OPTIONS:** TWO (3) year
8. **POSSESSION DATE:** March/APRIL 2019
9. **RENT:** \$ 29.00 per square foot per month.
10. **EXPENSES:**
Landlord will provide Tenant detail as to the expected expenses applicable to the property. The current estimated NNN (including real estate taxes, common area maintenance, and insurance) costs are approximately (\$4.75) per square foot, per month.
11. **PERMITTED USES:** Nail cutting & polishing, coloring, body waxing, etc
12. **ALTERATIONS:**
Tenant may make nonstructural alterations and improvements to the interior of the premises of \$10,000 or less per alteration without Landlord's prior consent, provided the work is performed in a good and workmanlike manner. Tenant may close its business once every five (5) years for up to thirty (30) days to refurbish and redecorate the Premises.
13. **CONSTRUCTION PERIOD:**
Tenant shall have one hundred twenty (120) days from the date of obtaining applicable building permits to complete improvements to the space (hereinafter "Construction Period"). During this Construction Period no rent or expenses will be due. Landlord will co-operate with Tenant's efforts to obtain permits and approvals.
14. **RENT COMMENCEMENT:**
Payment of rent shall commence upon the expiration of the Construction Period.
15. **SECURITY DEPOSIT:**
Tenant shall pay the Landlord upon issuance of applicable building permits a security deposit of three (3) months rent. So long as Tenant is not then in default, ONE (1) month of the security deposit will be refunded to the Tenant at the end of the first lease year.
16. **SIGNS:**
Landlord hereby grants and approves the following signage rights: Opening Signage.

Permanent Signage. Landlord agrees to allow Tenant to use a standard sign and awning package APPROVED BY Landlord to the maximum size permitted by local governmental authorities

Window Signs. Tenant shall be permitted to display signs and promotional items within the windows of the Premises, provided the same are consistent with Franchisor's national standards.

1.1.1

Pylon/Monument/Directory Sign. Tenant shall be provided with a panel on the STUDIO CENTER pylon/monument/directory sign, and shall be permitted to install a standard sign approved by the Franchisor, including logo, on such panel

17. **EXCLUSIVITY:**
Throughout the Term, as it may be extended under the terms of the Lease, Tenant shall have the exclusive right in STUDIO CENTER to engage in the primary business of nail cutting & polishing, coloring, body waxing, and other treatments typical of nail salons. What is not to be considered exclusive is any products and services normally transacted in a barbershop to Men's hair salon.
18. **OUTSIDE SEATING:**
Tenant shall have the right to use the common areas adjacent to the subject premises as long as such use complies with local zoning codes and ordinances.
19. **IMPROVEMENTS:**
Landlord shall provide the improvements as set forth on the Standard Shell attached hereto. Landlord shall provide to Tenant white walls, new HVAC, minimal lighting as well as current as-build blueprints of the Premises.
20. **LANDLORD'S WORK: SEE EXHIBIT A**
21. **BROKER'S FEES:**
Landlord agrees to pay all broker fees associated with tenants lease of premises.
22. **TENANT'S CONTINGENCIES:**
 - A. Approval of site, final lease, and final sign and awning package by Franchisor prior to lease execution.
 - B. Receipt of building and sign permits from local issuing authority to conduct the Premises for Tenant's intended use.
23. **NO RADIUS/ RELOCATION CLAUSES:**
Any radius restrictions or relocation provisions in the Lease will be deleted.
24. **ASSIGNMENT PROVISIONS:**
Tenant shall have the right to assign the Lease or sublet the Premises, without charge but with Landlord's consent being required, which will not be unreasonably withheld.
25. **HAZARDOUS MATERIALS:**
Landlord represents and warrants that the Premises are free of all asbestos, asbestos containing materials and other hazardous or toxic materials (collectively, "Hazardous Materials"). Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the STUDIO CENTER Building or the Premises, other than those Hazardous Materials brought onto such areas by Tenant. Landlord shall be solely responsible for any changes to the Premises relating to Hazardous Materials (at Landlord's expense and not as a charge to Tenant's build out allowance), unless those Hazardous Materials were brought onto Premises by Tenant. Landlord shall indemnify and hold Tenant harmless from and against all liabilities, costs, damages and expenses which Tenant may incur (including reasonable attorneys' fees) as a result of a breach of Landlord's representation and warranty set in this paragraph or the presence of Hazardous Materials in or about the STUDIO CENTER Building or the Premises, unless those Hazardous Materials were brought onto such areas by Tenant.




LANDLORD AND TENANT ACKNOWLEDGE THAT THIS PROPOSAL IS NOT A LEASE, AND THAT IT IS INTENDED AS THE BASIS FOR THE PREPARATION OF A LEASE. THE LEASE SHALL BE SUBJECT TO LANDLORD'S AND TENANT'S APPROVAL, AND ONLY A FULLY EXECUTED LEASE SHALL CONSTITUTE A LEASE FOR THE PREMISES. THE TERMS AND PROVISIONS OF THIS PROPOSAL ARE NON-BINDING.

AGREED AND ACCEPTED BY TENANT:



11/11/19
Date

AGREED AND ACCEPTED BY LANDLORD:



KENNETH F. ZARILLY, JR.
TRANSFORMA REALTY, LLC
By ~~AS~~ MANAGER/MEMBER

11/5/19
Date

EXHIBIT A

344



Landlord's Work

Restrooms

Landlord will provide and install fully functional SHARED handicap accessible restroom meeting all applicable codes, installed pursuant to tenant's plans and specifications to include but not limited to the following.

1. Handicapped approved toilet, lever handle, lavatory, faucet, grab bars, door hardware, and signage.
2. All finishes including but not limited to floor tile, paper towel dispensers, toilet paper holders, mirrors and soap dispensers (mounted at proper distances in compliance with the local accessibility codes).
3. Exhaust system
4. Recessed ceiling light fixtures
5. Hard gypsum board ceiling, minimum 8'-0".

Fire Protection and Alarms

Landlord will provide and install complete sprinkler and alarm systems for the tenant space (if required by code for tenant's use) including the following:

1. Distribution piping and heads based upon an open space layout in accordance with local, state and national fire codes.
2. Landlord will be responsible for all flow switches, tamper valves, and other control and monitoring devices.

Walls

All demised walls shall be framed with 22 gauge studs, 16" o.c. insulated sheet rocked and taped up to the underside of roof structure, seal joint air tight with foam sealant. Sheetrock to applicable fire and building codes and standards. Finished, taped, and sanded smooth.

Ceilings

Standard drop ceilings that meet building code for tenants use throughout. All Sprinkler drops made with drop in lighting to code. Minimum 10 ft ceiling heights required.

Storefront

Landlord shall provide non-tilted, standard storefront with entry doors per tenant's location. (double pane, low-e glazing to comply with local energy codes as applicable).

Floors

Landlord will provide clean and level concrete slab or clean and level wood underlayment in a stable and dry location. Floor is prepared ready for tenant's floor finished.

HVAC

A minimum of 1 ton of HVAC capacity per 250 sq ft of floor area installed and distributed with adequate ventilation for normal tenant use.

Electric

Landlord will provide a 100 amp, 120/208V, double phase, separately metered service with a minimum 125 amp distribution panel installed in the store
Electrical outlet distribution per local code.
Emergency exit signs and lighting to code.
Telephone service available to the space.

484

Confidential – Micro Bank Proposal

Confidential
MicroBank Proposal

**850 NE 13th Street
Fort Lauderdale**

**TransForma Realty, LLC
954-918-9666
transformarealty@gmail.com**

Exhibit E CRA Application/Buisness Plan
Page 42 of 47
TransForma Realty, LLC
02/06/2019

850 NE 13 ST BANK LOCATION OVERVIEW

AREA (13th Corridor)

- Closest banks are 1.1 miles away in a cluster of four :TD, BankUnited, BB&T, B of A
- 2 closest Chase branch (they are full service branches):
 - 1800 North Federal Highway, 1.5 miles to the north & east
 - 713 East Broward Blvd - 1.9 miles to the south
- Key location to attract unserved/underserved growing neighborhood market.
- Combined neighborhood population in 2010 census was 17,620; Current estimates exceed 20,000.
- Community is comprised of 4 neighborhoods as follows: South Middle River (8280), Poinsettia (2720), Lake Ridge (2910), and Middle River Terrace(3710). Combined they are 5 times the population of downtown Fort lauderdale, which is now growing immensely
- Neighborhood real estate values have grown 25% in the last 3 to 4 years

LOCATION

- High traffic count street (It is a major east/west corridor - Federal Hwy to I-95)
- New city streetscape completed in 2018
- Very visible corner location
- Community redevelopment credits available
- Newly identified opportunity zone
- Space size available is similar to the new CHASE EVERYDAY on 8th Avenue in NYC
- Mixed use building undergoing substantial renovation. Includes retail, apartments and new office/studios.
- Numerous newly renovated buildings adjacent with new tenant base lead by Warsaw Coffee & Milk Money (Tap 42/Bar Rita Group), Buck n Beard barbershop. Please see "New Tenants 13th Street List" attached.

OWNER/DEVELOPMENT

- Owner has been a [REDACTED] customer since 1977 (41 years) via [REDACTED] and [REDACTED] Bank
- Owner and its affiliates have had a successful track record in the 13th Street neighborhood (S13 Warsaw Coffee Building), Downtown Miami (Intercontinental Hotel), South Beach (Raleigh Hotel, Shore Club Hotel, Decoplage) and other South Florida project locations (Harbor Beach, Fort Lauderdale Beach, Wilton Manors).

SEE ATTACHED BEFORE & AFTER PICTURES REGARDING DEVELOPER'S WORK ACROSS THE STREET

New Tenants 13th Street AREA

(Newly opened in the last 12 months)

Warsaw Coffee Company

Milk Money Bar + Kitchen

BucknBeard Barbershop Salon

Il Gufo Antiques & Fine Art

Kult Clothing Boutique

Lovelee Bakeshop

A La Mer Yacht Interiors

Top Notch Private Gym Taylor's Closet

Renzo Gracie Jiu-Jitsu

Gulfstream Micro-Brewery

10/10/19

NEIGHBORHOOD POPULATION

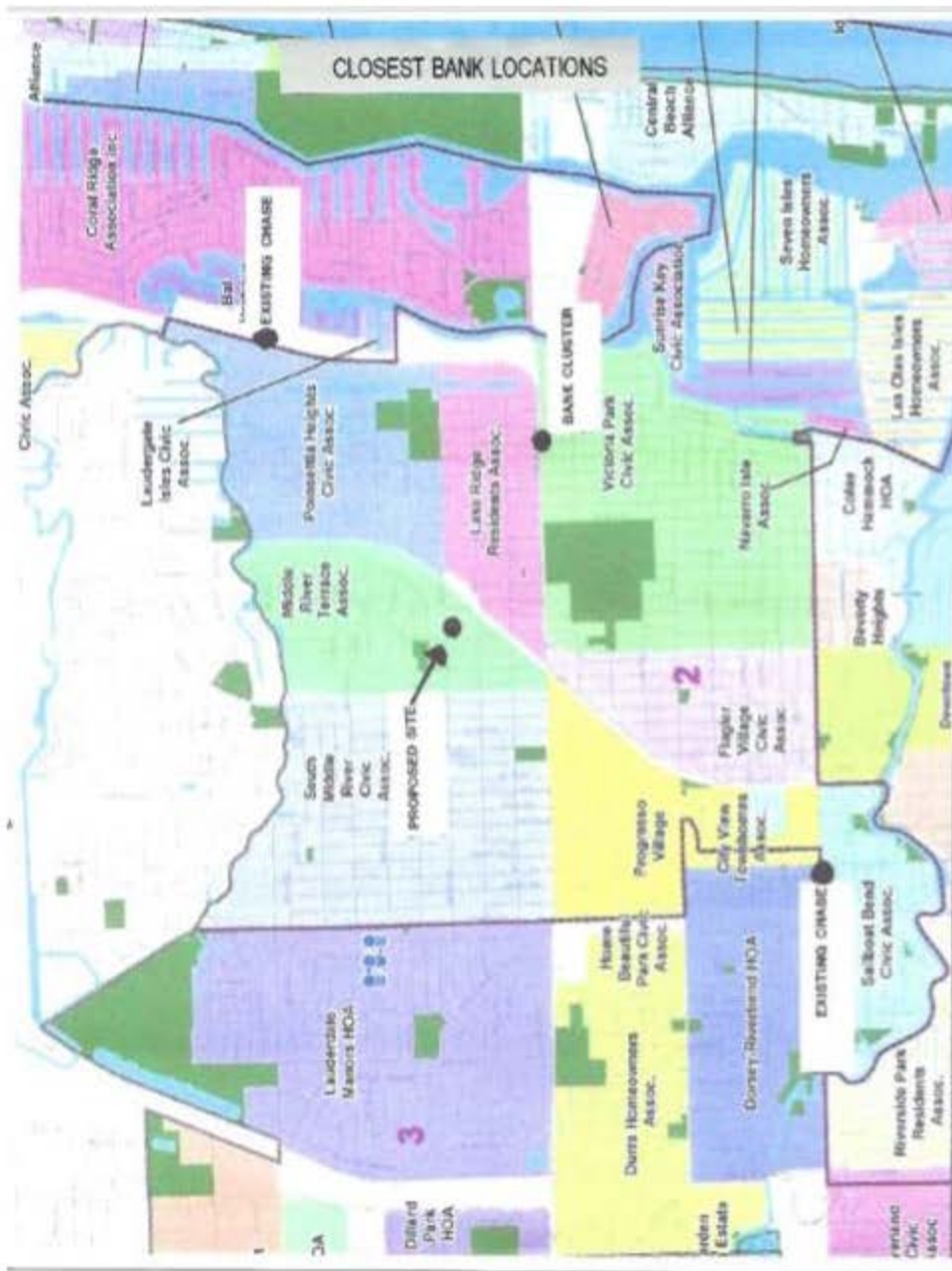
Total Population by Neighborhood #3

Scope: population of Lauderdale Beach and selected other neighborhoods in Fort Lauderdale

	0k	1k	2k	3k	4k	5k	6k	7k	8k	9k	#
N Andrews Cir										9,180	1
S Middle Riv										8,224	2
Lauderdale Menors										8,024	3
Imperial Pt										7,418	4
Melrose Park										6,720	5
Victoria Park										6,670	6
Coral Ridge										6,320	7
Gall Mile										5,170	8
Coral Rdy County										5,050	9
Crsl Bch Alliance										4,340	10
Clendon Isles										4,120	11
Donny-Hewland										4,120	12
Downtown										4,090	13
Melrose Manor										4,070	14
Riverside Pk										3,920	15
Middle Riv Ter										3,710	16
Coral Rdy Isles										3,700	17
River Oaks										3,480	18
Riveland										3,330	19
Gunsel										3,280	20
Mock Island										3,130	21
Tarpon River										3,030	22
Cruise Pt										2,920	23
Lake Ridge										2,910	24
Doris Homeowners										2,540	25
Harbordale										2,330	26
Edgewood										2,230	27
Princeton Hts										2,220	28
Seaboard Bend										2,070	29
Flagler Hts										2,050	30
Riverview Vly										2,160	31
Harbor Beach										1,550	41
Ramings Park										1,210	48
Dillard Park										1,110	54
Colton Hammock										0,720	61
Seven Isles										0,600	66
Lauderdale Bch										0,400	72
Dolphin Isles										0,320	74
Wish Pt Finger Hts										0,210	81
Riveland Wds										0,140	88
Nardine Isle										0,080	91
Newwater Run										0,070	92
Riv Landings										0,020	95
Harbor Drive										0,010	94
Andrews Int Dist										0,010	95

rank of neighborhood out of 95 by population





February 6, 2019 - Rezoning Overview & Update

January 2018

- January 1 Notice to Proceed
- February 7 CCRAB Meeting
- April 13 HOA Presidents Meeting
- April 16 Live Webpage/ Surveys - Fortlauderdale.gov/CCCRP
- May 31 Community Workshop 1 – Identifying issues & Community Preferences
- June 18 Pop-up Survey- Commissioner Glassman’s pre-agenda Meeting
- June 26 Roundtable Meeting- Developers, Bankers and Realtors
- July 04 Online Surveys closed
- July 11 Community Workshop 2 – Exploring Opportunities
- Sept 06 Technical Project Team Meeting 1
- Sept 26 CCRAB – Community Based Proposal Map
- Oct 17 Technical/Zoning Process Meeting 2
- Nov 01 Technical Project Team Meeting 3
- Nov 07 CCRAB – Revised Proposal Map

January 2019

- Jan 15 Technical Project Team Meeting 4
- Feb 07 CCRAB – Rezoning Proposal Overview and Update

- **Remaining Tasks**

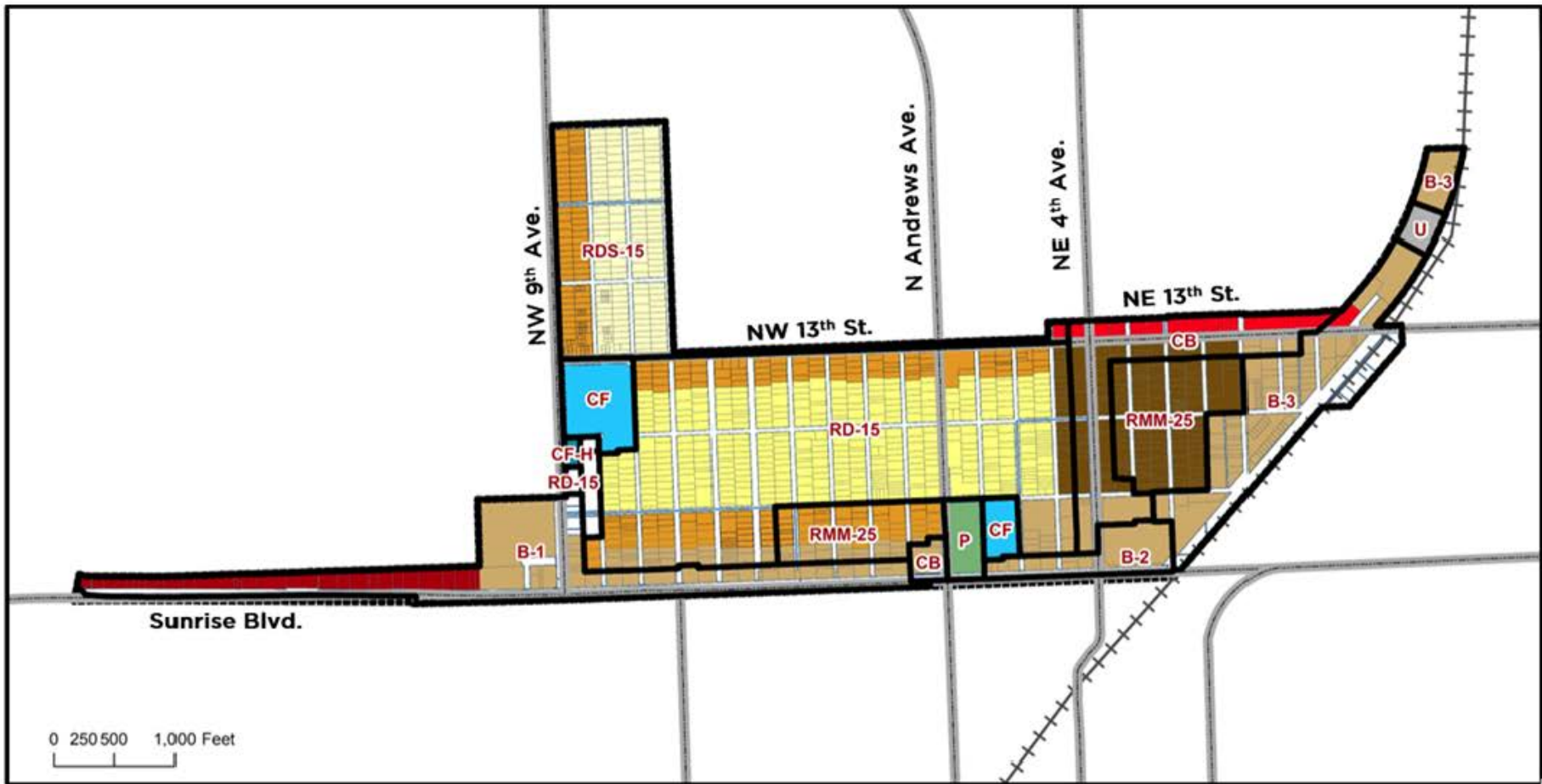
- Draft Permitted Use Table
- Start Discussion with Broward County Planning Council Staff – Review Flex Strategy
- Draft Ordinances







Central City CRA Rezoning Project Update for the Advisory Board

The consultant and the Planning staff met to discuss the proposed zoning districts that were presented to the Central City Advisory Board at the last public meeting.

- The Technical Committee reached mutual agreement on the following changes proposed by TMPG:
 - 1) Rezone the existing RDs-15 District located on NW 9th Avenue to RD-15. This change would permit existing duplex uses by right – even upon redevelopment.
 - 2) The existing Commercial Business (C-B) District north of NW 13th Street will retain its current zoning.
 - 3) The existing Business (B-1) District on West Sunrise Boulevard (from NW 10th Avenue to the west boundary of the CRA) will retain its current zoning.
 - 4) To the extent feasible, the proposed mixed-use zoning district fronting Sunrise Boulevard (from NW 9th Avenue to Andrews Avenue) will be extended up to 300 feet in depth.
 - 5) Single family residential uses will continue to be permitted by right in proposed mixed-use districts that currently include residential zoning.
 - 6) Properties with an existing church or church and school will be rezoned to Community Facility House of Worship (CF-H), or Community Facility House of Worship and School (CF-HS) – consistent with the City-wide effort to facilitate this change for all such uses.
 - 7) In general, the proposed *purpose and intent* of the three (3) proposed zoning districts has been established (see attached).

PROPOSED Central City CRA Zoning Map



	Community Commercial Corridor (Sunrise Blvd & Progresso Drive – along RRX, and on NW 13 th Street (south side only: ## ft west of RRX))		Neighborhood Mixed Use (Old CB, RMM-25, & portion of RD-15)
	Transition Edge (Old RMM-25, RD-15, and RDs-15)		Central City Core (Old RD-15 and RDs-15)
	Business B-1		Commercial Business C-B

Community Commercial Corridor

Purpose and Intent. Community Commercial Corridor district is the most intense district in the Central City CRA, accommodating a wide range of uses, including major employment, shopping, civic, office, and entertainment destinations - as well as multi-family residential uses. Located along existing commercial corridors (Sunrise and Progresso), this district should experience the largest scale of redevelopment. Design elements and development standards for the district will create a vibrant, pedestrian-friendly, mixed-use area along main transit routes.

The depth of the existing commercial zoning lots that front Sunrise Blvd. is proposed to increase to 300 feet (average), which would consume a few parcels that are currently zoned RD-15 and RMM-25. The proposed depth is the maximum that can be included without exceeding the existing land use and flex strategy standards.

Flexibility units would be required to allow additional density on RD-15 and RMM-25 parcels, and for existing commercial zoned parcels. Currently, mixed use development is permitted by conditional use permit. TMPG is proposing that mixed uses be permitted out right in this district.

Neighborhood Mixed Use

Purpose and Intent. The Neighborhood Mixed Use district has a maximum density of twenty-five (25) dwelling units per net acre and a maximum density of thirty (30) hotel/motel or nursing home rooms per net acre, which is consistent with the residential medium high category of the city's comprehensive plan. Parcels so designated shall serve as a transition from medium-high density residential and single family uses (Central City Core), to mixed use development and high-rise multifamily residential neighborhoods. Bounded by NE 4th Avenue and NW 13th Street, the Neighborhood Mixed Use district is located in proximity to arterial or collector streets. Mixed uses, neighborhood commercial retail, commercial services, and office uses will create a vibrant, pedestrian friendly, mixed-use district in the Central City CRA.

Transition Edge

Purpose and Intent. The Transition Edge district is appropriate for single and multi-story residential development abutting arterial corridors and provides an appropriate transition in scale to adjoining low rise residential areas.

The proposed Transition Edge district includes existing RMM-25, RD-15, and RDs-15 (along NW 9th Avenue, NW 13th Street, and NW 11th Street). Ideally, redevelopment would include a mix of diverse housing types, especially townhomes and cluster developments. On average, the proposed depth of the Transition Edge district is as follows:

NW 9th Avenue - 270 feet

NW 11th Street – average of 230 feet

NW 13th Street – average of 230 feet

TMPG is proposing the following for the Transition Edge district: (1) allow diverse mix of housing types; and, (2) with the provision of public benefits by the developer, allow increased height up to 5 stories (current limit is 35 feet); (3) with the provision of public benefits by the developer, use flexibility units to encourage development and density increases up to 25 units per acre; and, (4) create design and frontage standards that keep the developments facing the street with parking in the back.



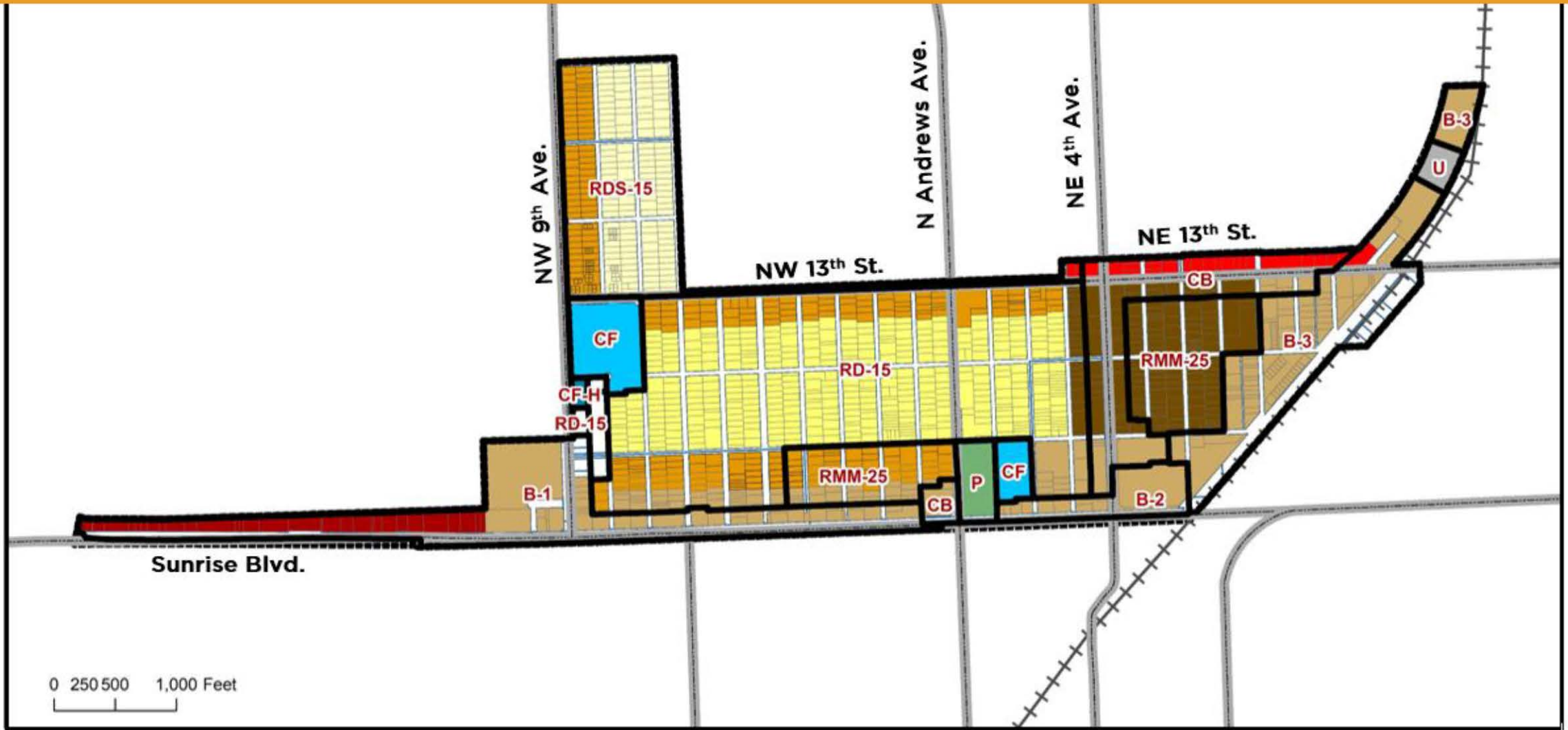
FORT LAUDERDALE CENTRAL CITY CRA REZONING PROJECT







**CRA Advisory Board Special Meeting
February 6, 2019**

Current Central City Zoning



Proposed Map shared at CRA Advisory Board Meeting in November, 2018

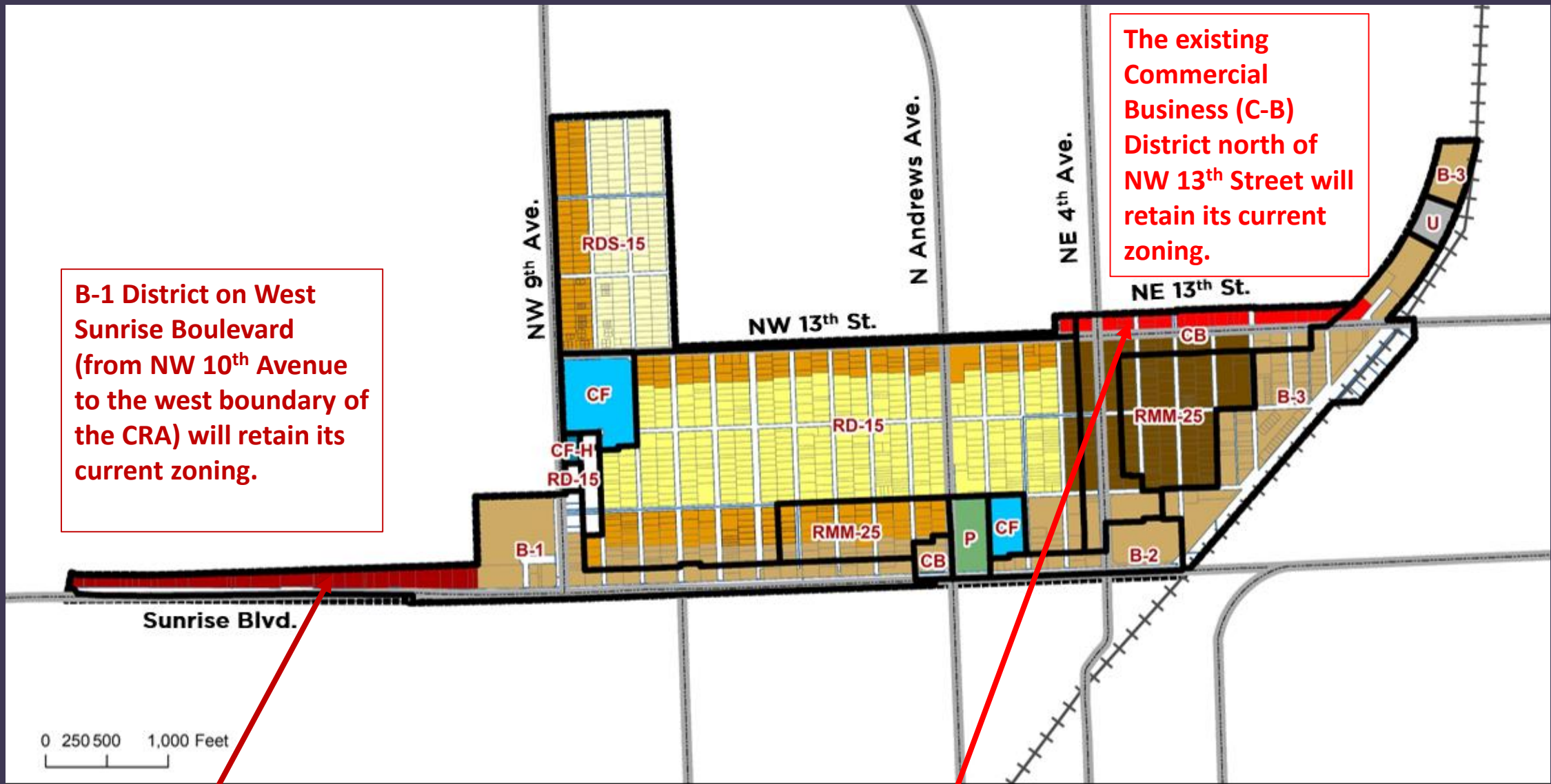








	Community Commercial Corridor (Sunrise Blvd & Progresso Drive – along RRX, and on NW 13 th Street (south side only: ## ft west of RRX))		Neighborhood Mixed Use (Old CB, RMM-25, & portion of RD-15)
	Transition Edge (Old RMM-25, RD-15, and RDs-15)		Central City Core (Old RD-15 and RDs-15)
	Commercial Business B-1		Commercial Business C-B

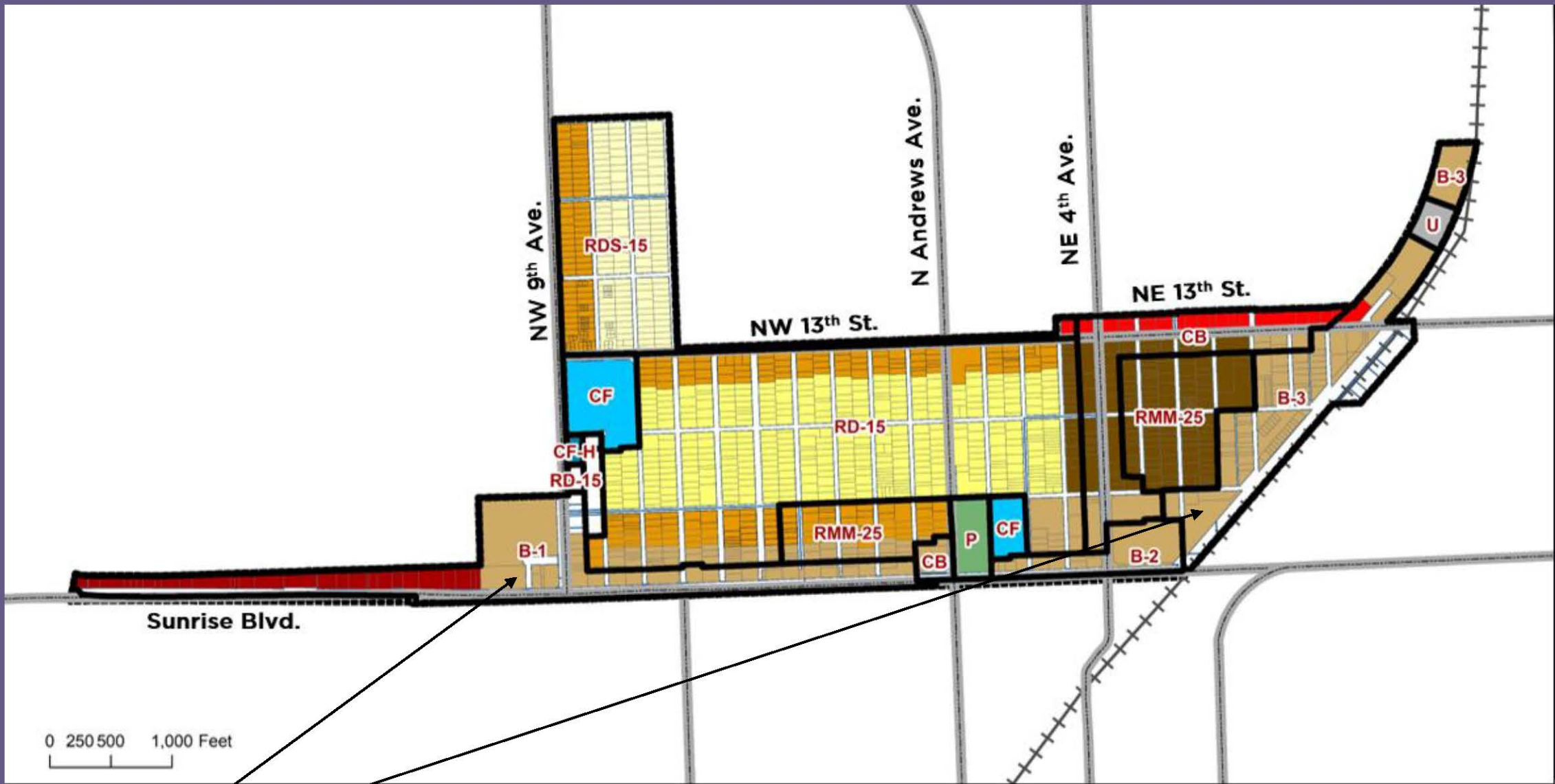








B-1 District on West Sunrise Boulevard (from NW 10th Avenue to the west boundary of the CRA) will retain its current zoning.

The existing Commercial Business (C-B) District north of NW 13th Street will retain its current zoning.



	Community Commercial Corridor (Sunrise Blvd. & Progresso Drive – along RRX, and on NW 13 th Street (south side only: ## ft west or RRX))		Neighborhood Mixed Use (Old CB, RMM-25, & portion of RD-15)
	Transition Edge (Old RMM-25, RD-15, and RDs-15)		Central City Core (Old RD-15 and RDs-15)
	B-1		Commercial Business C-B



	Community Commercial Corridor (Sunrise Blvd & Progresso Drive – along RRX, and on NW 13 th Street (south side only: ## ft west of RRX))		Neighborhood Mixed Use (Old CB, RMM-25, & portion of RD-15)
	Transition Edge (Old RMM-25, RD-15, and RDs-15)		Central City Core (Old RD-15 and RDs-15)
	Business B-1		Commercial Business C-B

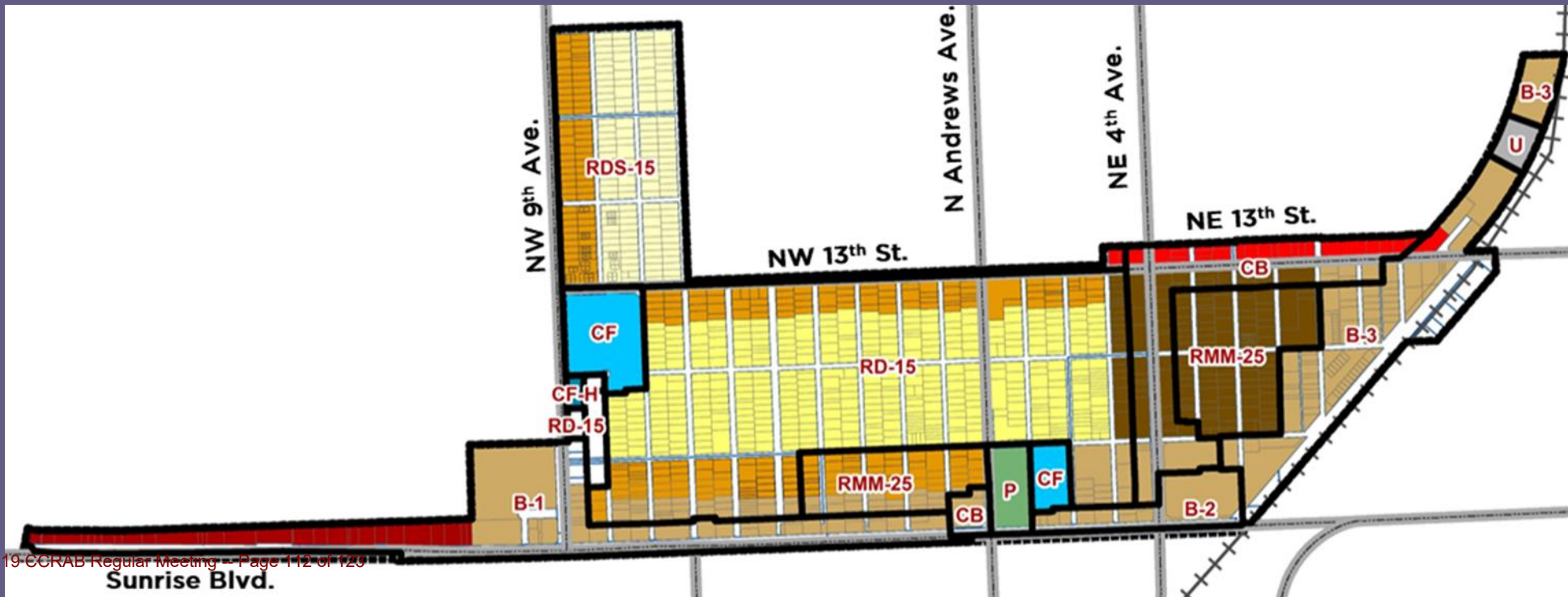
The following is proposed for the Community Commercial Corridor district:

- The most intense proposed district
 - Accommodates uses like major employers, shopping, civic, office, and entertainment destinations , and multi-family residential uses
- Located along existing commercial corridors (Sunrise and Progresso)
- This district should experience the largest scale of redevelopment



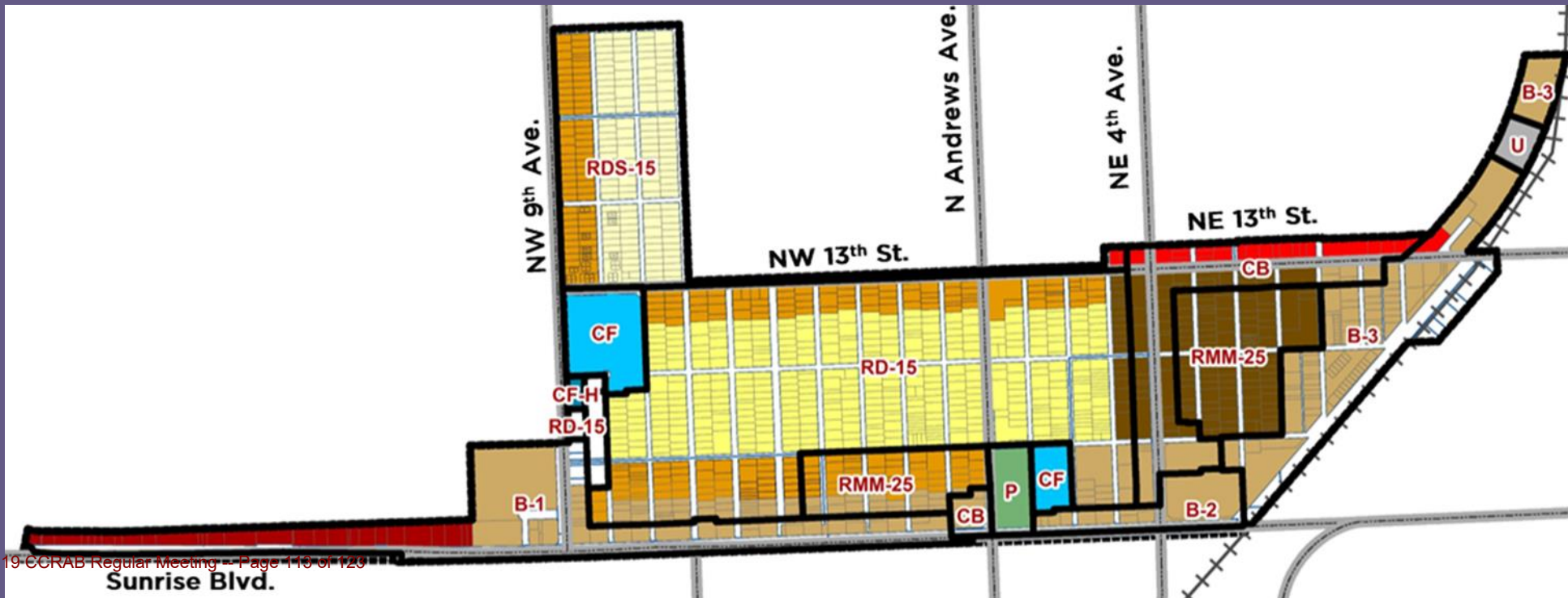
Proposal for the Community Commercial Corridor district:

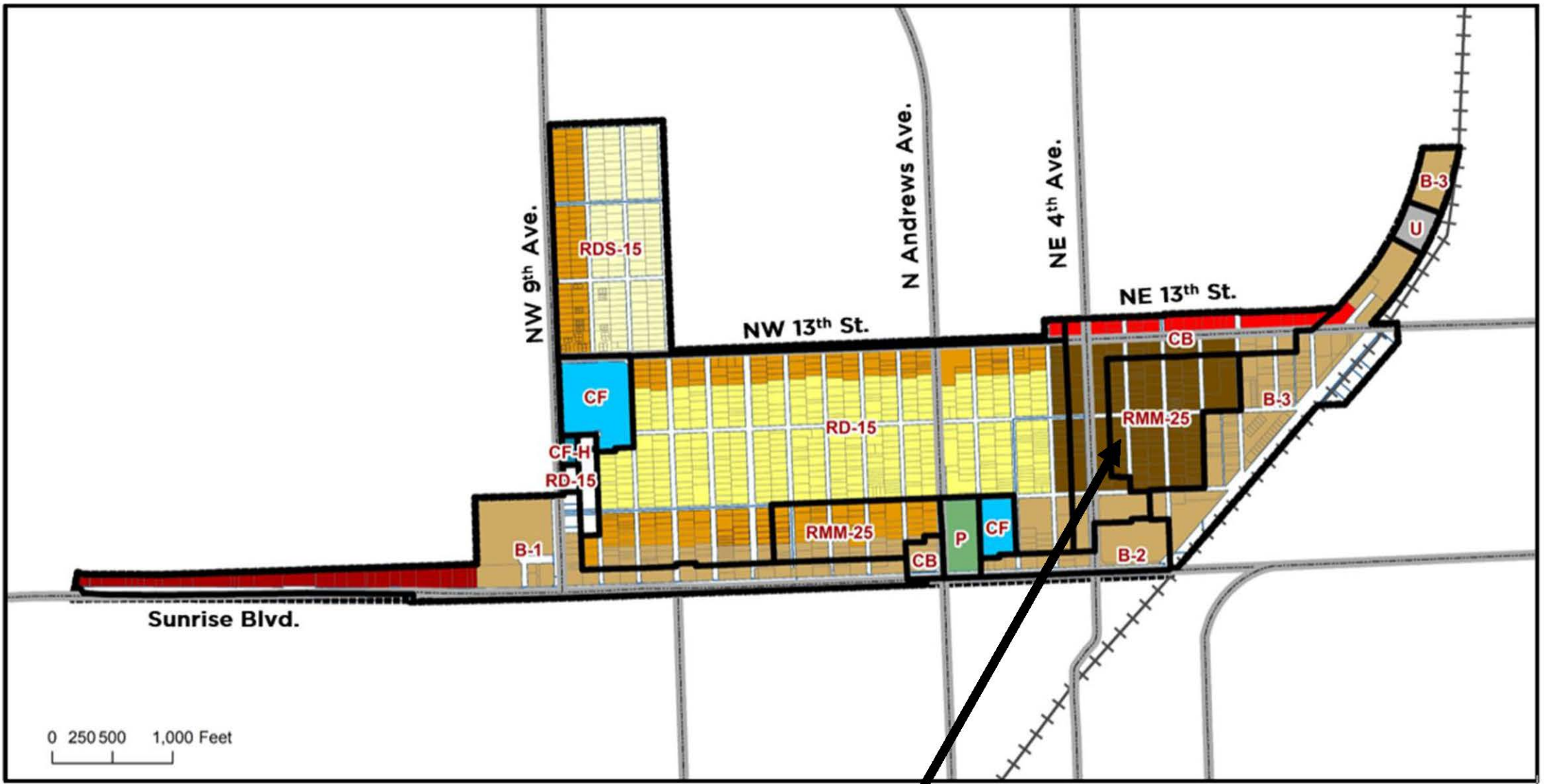
- Proposed depth – up to 300 feet (average)
- The proposed depth is the maximum that can be included without exceeding flex strategy standards.









Proposal for the Community Commercial Corridor district:

- Flexibility units will be allocated to allow additional density on RD-15 and RMM-25 parcels, and for existing commercial zoned parcels.
- Staff is proposing that mixed uses be permitted out right in this district.

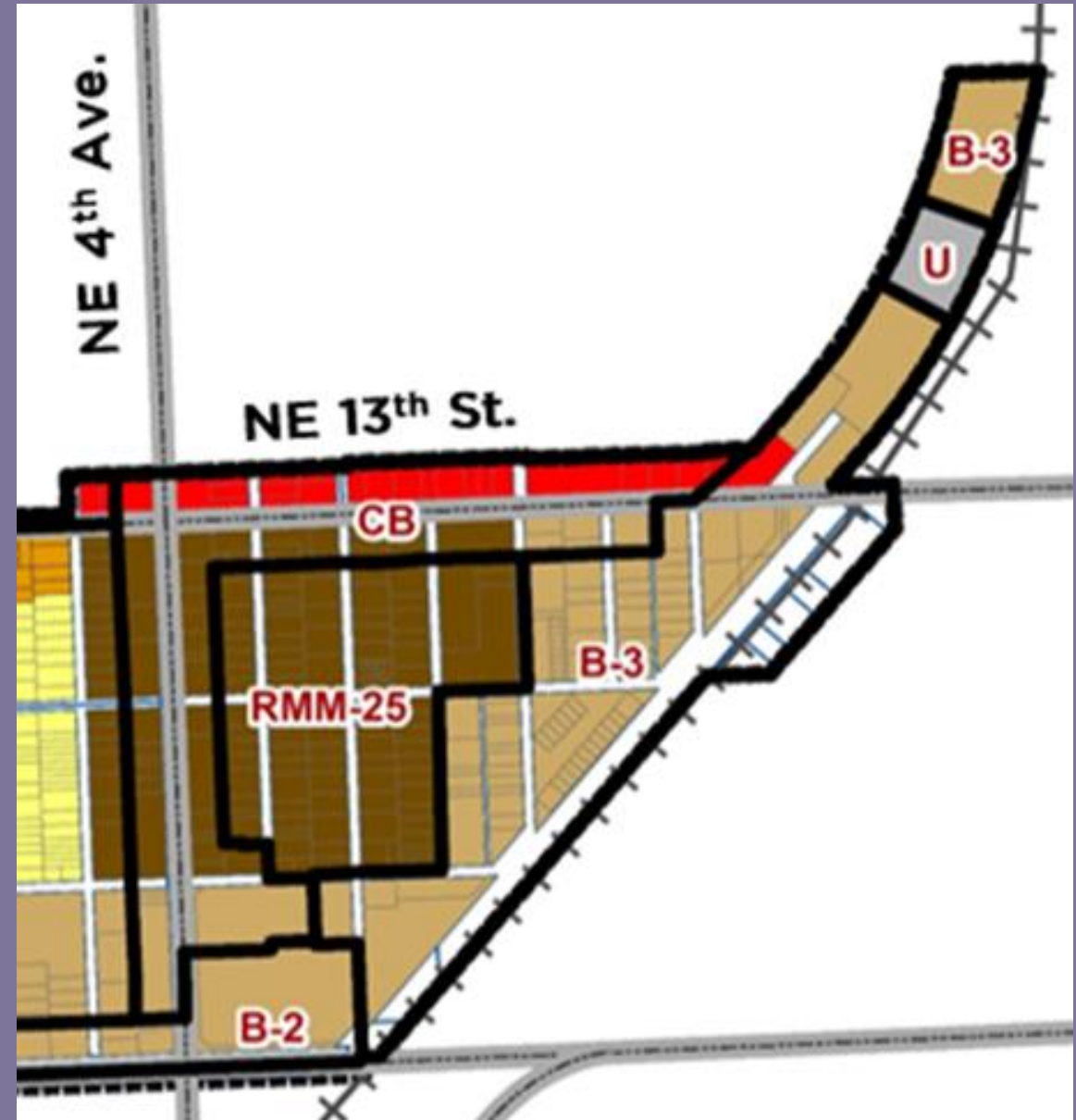


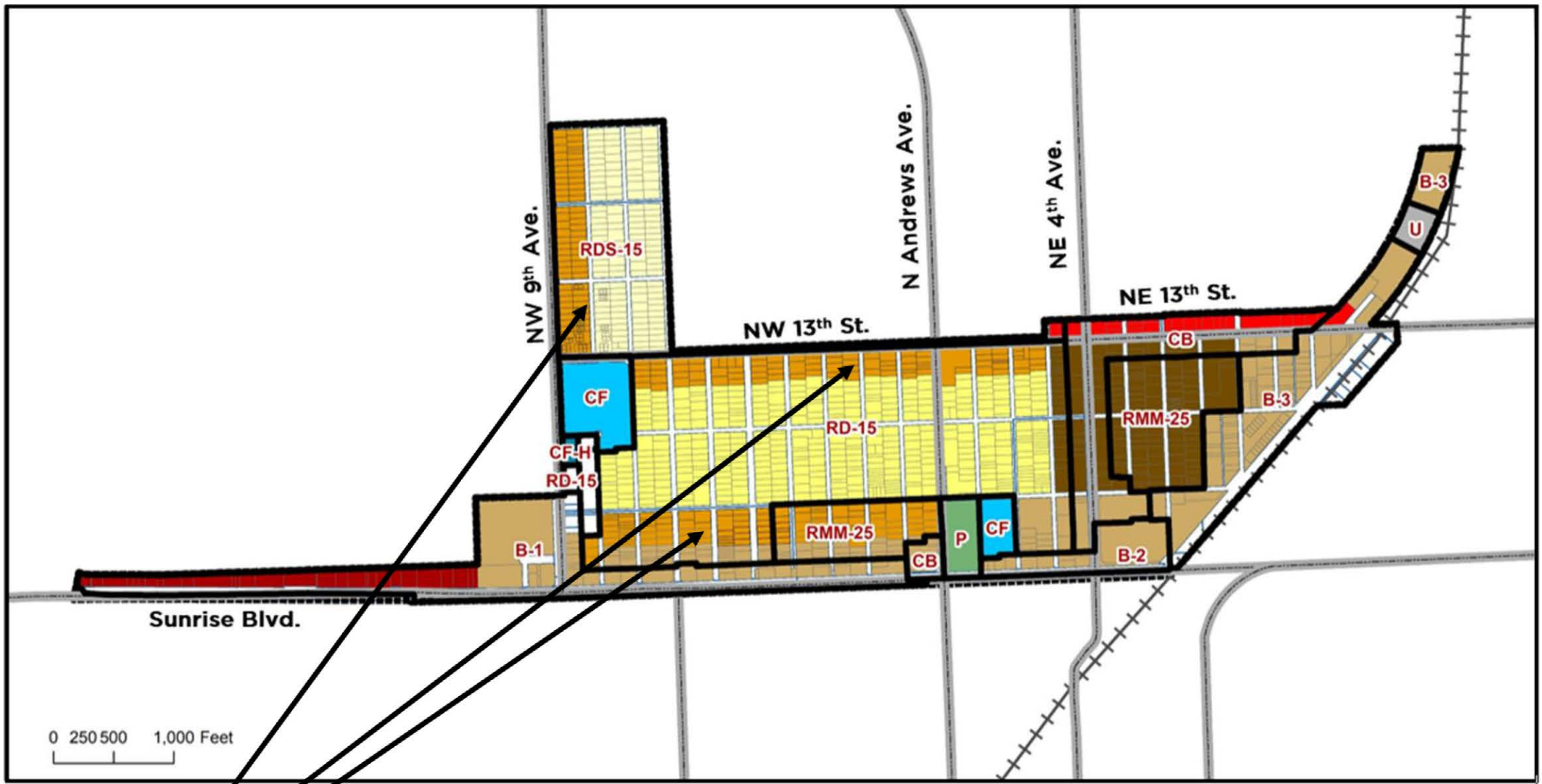








	Community Commercial Corridor (Sunrise Blvd & Progresso Drive – along RRX, and on NW 13 th Street (south side only: ## ft west of RRX))		Neighborhood Mixed Use (Old CB, RMM-25, & portion of RD-15)
	Transition Edge (Old RMM-25, RD-15, and RDs-15)		Central City Core (Old RD-15 and RDs-15)
	B-1		Commercial Business C-B

The following is proposed for the Neighborhood Mixed Use district:

- Single-family retain permitted use status west of NE 4th
- CB zoning east of NE 4th also are contained within this proposed district





	Community Commercial Corridor (Sunrise Blvd & Progresso Drive – along RRX, and on NW 13 th Street (south side only: ## ft west of RRX))		Neighborhood Mixed Use (Old CB, RMM-25, & portion of RD-15)
	Transition Edge (Old RMM-25, RD-15, and RDs-15)		Central City Core (Old RD-15 and RDs-15)
	B-1		Commercial Business C-B



The following is proposed for the Transition Edge district:

- Diverse mix of housing types; and,
- Provision of public benefits by the developer may allow increased height up to 5 stories (current limit is 35 feet); and,
- Provision of public benefits by the developer, use flexibility units to encourage development and density increases up to 25 units per acre; and,
- Create design and frontage standards that keep the developments facing the street and keeps parking in the back.

Proposed depth of the Transition Edge district is as follows:

- NW 9th Avenue - 270 feet
- NW 11th Street – average of 230 feet
- NW 13th Street – average of 230 feet

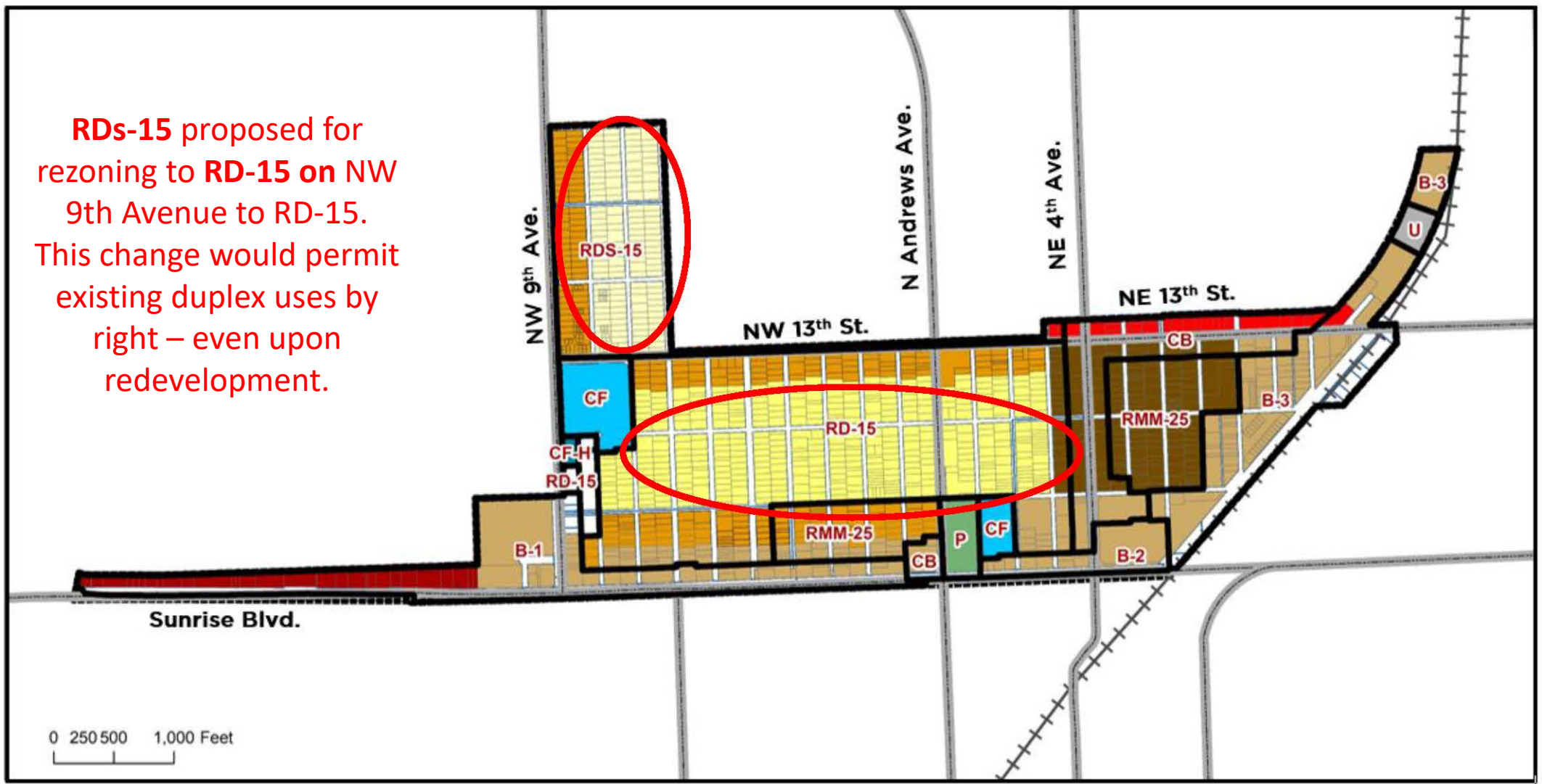
Single & Multi-story residential







Provides transitional scale to low-rise residential uses

Ideal for diverse housing types



RDs-15 proposed for rezoning to **RD-15** on NW 9th Avenue to RD-15. This change would permit existing duplex uses by right – even upon redevelopment.



	Community Commercial Corridor (Sunrise Blvd & Progresso Drive – along RRX, and on NW 13 th Street (south side only: ## ft west of RRX))		Neighborhood Mixed Use (Old CB, RMM-25, & portion of RD-15)
	Transition Edge (Old RMM-25, RD-15, and RDS-15)		Central City Core (Old RD-15 and RDS-15)
	Business B-1		Commercial Business C-B

Next Steps

- **Complete draft permitted use table for proposed new zoning districts.**
- **Continued coordination with Urban Design and Planning Team.**
- **Discussion with Broward County Planning Council staff.**
- **Draft ordinances.**

Thank You For Your Time. Questions?





FORT LAUDERDALE CENTRAL CITY CRA REZONING PROJECT

**CRA Advisory Board Special Meeting
February 6, 2019**

Update on Homelessness Collaborative in Broward

Post Date: December 10, 2018 10:00 AM



December 4, 2018

The downtown Fort Lauderdale encampment is gone, but much work remains to end homelessness as we know it in Broward County. Outreach and Housing teams have begun placing 80 individuals, couples and families that were relocated to temporary motel accommodations last week to Rapid Rehousing or Permanent Supportive Housing apartments, the first step on their way to A Home for the Holidays.

- Over the weekend, an individual and a couple with two dogs were each housed in Hollywood homes. A woman with a child was housed in Hollywood. Another individual is moving into a home in Hallandale. On Monday, several residents were taken to look at available apartments in North Broward and Fort Lauderdale.
- United Way's landlord recruitment program is steadily increasing the number of available housing units! By Monday, four units on hold for residents of the encampment had been leased. Types of units recently acquired include studios, a 1/1 in Wilton Manors, a 2/1 in Hallandale and northwest Fort Lauderdale, and a cottage behind a main house in Fort Lauderdale. Often, utilities are included.
- Move-in inspections are being conducted as usual. Some of the new homes come furnished, and others are being furnished, thanks to the generosity of City Furniture.
- Outreach workers continue to assess the needs of those still in area motels, to match them to the supportive services (e.g. health care, mental health, substance abuse services) they need. One individual refused further services and was transported upon request to a shelter.
- The former encampment area has been enclosed with fencing, and a long-planned County construction project to renovate the outside of the Main Library and plaza area has begun. City of Fort Lauderdale is considering construction improvements to the sidewalk area on SE 1st Ave.
- 15 residents of the former encampment elected to put some of their belongings into storage. These items are being held in a secure storage pod on the plaza, with access available from 9AM to 4PM Monday through Friday, through Friday, December 28.

Looking Ahead...

Updates on new Day Respite Services and Meal Sharing coming soon! The Homeless Point in Time Count is Wednesday, January 23 from 4-10PM. Volunteers are needed. Call 954-357-6101 or email AWayHome@Broward.org.

Note: This is available on the City's website and will be updated as new information is obtained. Visit the webpage for more information:

<https://www.fortlauderdale.gov/Home/Components/News/News/3226/16?backlist=%2F>