



Florida's Dynamic
Waterfront Community

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MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM:  Scott Evans
Interim Executive Director, CRA

COPY: J. Michael Haygood, CRA Attorney

DATE: July 10, 2019

SUBJECT: Requesting Approval to Enter into a Lease Agreement and Approval of Grant Agreement with Top Shelf Events, LLC

REQUEST FOR BOARD ACTION

The Agency is requesting approval of a lease agreement and grant agreement with Top Shelf Events, LLC, to operate a juicery and sandwich walk-up restaurant at the former Dairy Belle Site. The mission of the RBCRA Emerging/Micro-Business Entrepreneurship Program is to stimulate economic growth within the CRA District, activate CRA-owned property including the one located at 2615 Broadway ("Dairy Belle Site,") and provide a nurturing environment for a local entrepreneurial businesses to be successful.

BACKGROUND

On December 13, 2018, the RBCRA Board approved the publication of RFP 2018-06, along with the evaluation process, seeking entrepreneurs to participate in our Emerging/Micro-Business Entrepreneurship Program. The program allows them to operate a business at the Dairy Belle Site. On March 8, 2019, the Evaluation Committee completed its final evaluation and Top Shelf Events, LLC ("Top Shelf") was selected as the highest ranked proposer. On April 12, 2019, the Agency secured approval to enter into negotiations with "Top Shelf."

GRANT AGREEMENT

The terms of the Grant Agreement are as follows (the full grant document can be seen as Exhibit A):

1. Grantee shall secure all proper licensing and permitting associated with the operation of

- the business out of the 500 sq. building located at 2615 Broadway.
2. Grantee shall successfully complete the Business Readiness Certification Program offered by the CRA.
 3. Grantee shall contribute not less than \$5,000.00 towards the costs of securing appliances, materials, food and other expenses associated with the day-to-day operation of the business.
 4. Grantee shall utilize the space for the proposed and intended proposes as approved by the RBCRA Commission.
 5. Grantee shall complete semi-annual performance reports to document the business overall performance and to determine if previous goals have been met, exceeded or falling short.
 6. Grantee shall provide financial documentation on a semiannual basis which will be used to calculate the yearly lease amount.
 7. Agency shall provide funding in the amount of \$33,200.00 plus a 9% contingency. The funding shall be used solely for the purposes of rehabilitation and re-construction of the building.
 8. Agency shall manage the procurement process and manage the rehabilitation project.

LEASE AGREEMENT

The terms of the lease agreement are as follows:

1. Tenant may possess the Leased Premises for the term of two (2) years with a one-year option.
2. Term will begin the first month after the completion of all scheduled improvements have been completed.
3. In the first six months of the term the rent amount will be \$00.00.
4. In the remaining six (6) months of Year One the rent amount will be \$400.00 a month.
5. In Year Two, the rent amount will be \$400.00 a month.
6. In Year Three, the rent amount will increase to \$550.00 if the business records a 15% profit in Year Two.

RECOMMENDATION

Staff is recommending the approval of the Lease Agreement and Grant Agreement with Top Shelf Events, LLC, to operate the juicer and walk-up restaurant at the RBCRA owned property located at 2615 Broadway.