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RESOLUTION NO. R-2018-142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO THE PARKING WAIVER AGREEMENT WITH AKB REALTY, LLC EXTENDING THE DEADLINE FOR THE INTERNAL IMPROVEMENTS TO BE COMPLETED BY JULY 31, 2020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the proper city officials to execute a Third Amendment to the Parking Waiver Agreement extending the deadline for the internal improvements to be completed by July 31, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to execute a Third Amendment to the Parking Waiver Agreement with AKB Realty, LLC extending the deadline for the internal improvements to be completed on or before July 31, 2020. A copy of the Amendment is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

1 **SECTION 5.** If any clause, section or other part of this Resolution shall be
2 held by any court of competent jurisdiction to be unconstitutional or invalid, such
3 unconstitutional or invalid part shall be considered eliminated and will in no way affect
4 the validity of the other provisions of this Resolution.
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6 **SECTION 6.** This Resolution shall become effective immediately upon its
7 passage and adoption.
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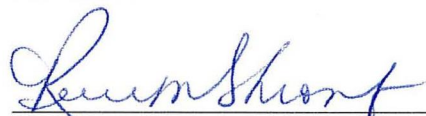
9 **ADOPTED** by the City Commission of the City of Oakland Park, Florida this
10 20th, day of September, 2018.
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14 CITY OF OAKLAND PARK, FLORIDA

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18 MAYOR TIM LONERGAN

19	S. GUEVREKIAN	<u>YES</u>
20	M. SPARKS	<u>YES</u>
21	M. CARN	<u>YES</u>
22	J. ADORNATO	<u>YES</u>
23	T. LONERGAN	<u>YES</u>

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28 ATTEST:

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32 RENEE M. SHROUT, CMC
33 CITY CLERK



The logo for Allied Kitchen & Bath features the word "Allied" in a large, elegant, cursive script. A thin, horizontal line is drawn beneath the cursive text. Below this line, the words "KITCHEN & BATH" are written in a clean, bold, sans-serif, uppercase font.

KITCHEN & BATH

August 31, 2018

City of Oakland Park
c/o Jennifer Frastai, Director Engineering & Community Development
5399 N. Dixie Highway, Suite 3
Oakland Park, FL 33334

Re: AKB Realty, LLC's Request for Second Extension to the City of Oakland Park Parking Waiver Agreement approved Sept. 10, 2014

City Commission of Oakland Park:

1. What the specific request is?

To have Allied's Parking Agreement remain in place through September 10, 2020.

2. Why were you not able to meet the timeline in the current agreement?

Simply put... the City and Allied will benefit most from a Restaurant or bar, which are the only businesses we are interested in leasing to. These types of businesses are having a hard time seeing the big picture, that they will prosper in The City of Oakland Park.

My brother Bill & myself have the same vision as the city of Oakland Park. We are heavily invested both financially and wholeheartedly in this Vision! We literally receive several calls per day, inquiring about leasing the final space we have available, but none have been what we (including the City) want! Massage Parlors, offices, Head shops, Tanning Salon, Vapor bars, etc....all that offer "NO" Synergy to Allied or the City!

We are committed on creating this infrastructure to bring more businesses that will attract everyone to visit and live in this great City of Oakland Park. For all of us to achieve our goal of creating a true Culinary and Arts district in downtown, we need businesses that will be a catalyst in attracting other like-minded businesses and people who will enjoy walking the Avenue! We certainly could use the revenue at this time but have been holding out until we can lease the space to the right business!

3. What measures you will take to meet the new timeline?

616 West Oakland Park Blvd. Ft Lauderdale, FL 33311 Tel: 954-564-1611 Fax: 954-564-2676

Several, but supporting Dapur- Asian Fusion Restaurant through their rough time has been the most positive and beneficial! As soon as they are open for business by the end of the year...our remaining space, as all other viable spaces, will be scooped up by like entrepreneurs and businesses. Dapur will be the catalyst in attracting these new businesses to Oakland Park.

Besides that, we have offered higher commissions to leasing agents to spike their involvement in obtaining a tenant.

We are also reaching out to successful Restaurateurs in other cities offering reduced leases and partnership agreements to them. Yes, partner with us! We are offering incentives and help getting started including no rents. We believe so strongly that these businesses were asking to join us, will be successful, that we'll profit on their profitabilities. So instead of a fixed rent, we're also working on a percentage rent agreement - they profit, we all profit!

4. What portion of the agreement have you fulfilled?

As everyone should know, only one space remains to be leased. Dapur had some difficulties which are behind them and will be open before the end of the year. We have committed to move our holiday extravaganza to their facility to give them a kickstart. Dapur's opening will be a great incentive in attracting other businesses to our city.

5. What are the outstanding suites to be completed.

See above, but just 3482 (Suite "D")

6. Information (with documentation) as to whether you have executed agreements to fill those remaining suites? What those businesses are and when they will be operating?

See above

7. Why the city should continue the waiver when other businesses are required to meet the parking or pay the mobility fee?

I'm not sure why the city is or would require any business to pay additional to what it costs them to open their business in the city. Our economy is thriving, and everyone's prices are at an all-time high because of "supply and demand". The cost for a business to open is close to double what it was a few years ago. We need to find ways to make it easier, not harder for businesses to move or open in our city. The city is working hard to have this vision of creating a Downtown Culinary and Arts District come to fruition! Offering incentives is how the city will have this VISION become reality!

Parking is something the city needs to support. Pay parking garages and meters is a sound way to help. We're all invested in creating what we started. Let's not halter what we've already begun

8. Any other pertinent information for the city to consider?

Allied is dependent on the parking agreement as is Dapur Asian Fusion Restaurant. Dapur has stated the parking agreement was the biggest draw for them in considering this space and would consider relocating without this parking agreement. I would like to make sure the agreement is extended as our spaces are an integral part for attracting businesses and being in alignment with the cities vision, to have NE 12th Ave. be the walking thoroughfare in downtown culinary and arts district. I'd be preaching to the Choir explaining that. What's been put in place and in motion is the catalyst for having all these dreams become reality!

We are partners and in this together. Matshona Dhliwayo said "Great things take time; that is why seeds persevere through rocks and dirt to bloom."

We are those seeds.

Thank you for your consideration regarding this matter.

Sincerely,



Joseph E. Feinberg, CGC, Vice President
Allied Kitchen & Bath
616 West Oakland Park Boulevard
Fort Lauderdale, Florida 33311
Phone (954) 564-1611; Cell (954) 729-1016
Email: Joe@AlliedKitchenandBath.com

Allied Appliance & Design Center
3484 NE 12th Avenue
Oakland Park, FL 33334
(954) 556-3751

cc: David Hebert, City Manager
Brad Ostroff, Project Manager
Neysah Herrera, External Relations Communication Specialist

THIRD AMENDMENT TO THE PARKING WAIVER AGREEMENT

WHEREAS, the City of Oakland Park, a Florida Municipal corporation (the "City") and AKB Realty, LLC, a Florida Limited liability company (the "AKB") entered into that certain Parking Waiver Agreement (the "Agreement") dated November 17, 2014; and

WHEREAS, the City and AKB entered into a First Amendment to the Agreement on September 21, 2016 extending the time for completion of the internal improvements to September 30, 2018 and

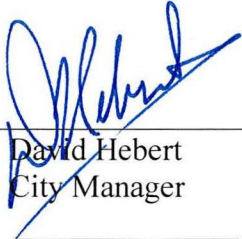
WHEREAS, the City and AKB Realty entered into a Third Amendment to the Agreement on August 1, 2017 proposing a new use for Suite A; and

WHEREAS, the City and AKB Realty desire to enter into a Third Amendment to the Parking Waiver Agreement.


NOW THEREFORE, in consideration the mutual covenants, the City and AKB agree to enter into this Third Amendment to provide that:

1. The aforementioned Whereas clauses are hereby ratified and confirmed.
2. Section(4)(B) requiring completion of the internal improvements as listed on the First Amendment to the Parking Waiver Agreement is extended to July 31, 2020.
3. In the event of any inconsistencies between the Third Amendment, the Agreement, and First and Second Amendments the provisions contained in this Third Amendment shall prevail. In all other respects, the terms and provisions of the Agreement are ratified and confirmed.

CITY:
CITY OF OAKLAND PARK

BY: 
TITLE: City Manager
DATE: _____

PROPERTY OWNER:
AKB REALTY, LLC

BY: 
TITLE: pres.
DATE: 9-28-18

R.2018.142

EXHIBIT A
Interior Improvements & Use
(as of September 20, 2018)

Suite	Use	Status of Interior Improvements
Suite A	Fitness Center	Complete
Suite B	Restaurant	Not Complete
Suite C	Showroom & Storage	Complete
Suite D	Restaurant	Not Complete