

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
STRATEGIC INVESTMENT PROGRAM GRANT AGREEMENT**

THIS STRATEGIC INVESTMENT PROGRAM GRANT AGREEMENT (the "Agreement") is made and entered into this _____ of _____, 2024, by and between the Pompano Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes, 501 Dr. Martin Luther King Jr. Boulevard, Pompano Beach, FL 33060 (the "CRA"), and Big Tree BBQ, Inc. with an address 2961 NW 9th Street, Pompano Beach, FL 33069 (the "GRANTEE").

WITNESSETH:

WHEREAS, the CRA undertakes activities for redevelopment and to remedy blight in the community redevelopment areas of the City of Pompano Beach; and

WHEREAS, in furtherance of its goals, the CRA adopted redevelopment incentive programs to provide grants to eligible recipients; and

WHEREAS, the GRANTEE is a tenant in the property in the Pompano Beach Redevelopment Area, and has applied for a grant under the Strategic Investment Program; and

WHEREAS, the CRA wishes to enter into an Agreement with the GRANTEE to provide a grant for property improvement and to define the relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the value of which is hereby acknowledged by both parties, the parties agree as follows.

SECTION 1. RECITALS

The recitals set forth above are incorporated herein and made a part of this Agreement.

SECTION 2. THE PROPERTY

2.1 The Property will be owned by GRANTEE. The property is located at N Powerline Road between NW 4th Court and NW 5th Street, Pompano Beach, FL 33069 legally described as:

LOTS 22 AND 23, LESS WEST 24.5 FEET THEREOF, AND LOTS 58 AND 59, OF COLLIER CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST. LESS ROAD RIGHT OF WAY.

Parcel Identification Numbers: 4842-33-02-0220
 4842-33-02-0230
 4842-33-02-0550
 4842-33-02-0560

2.2 GRANTEE shall provide proof of ownership of the Property and the status of the business, satisfactory to CRA, prior to disbursal of any funds by CRA.

SECTION 3. THE GRANT

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed **one-hundred and fifty thousand and 00/100 Dollars \$150,000**) (the “Grant”). The full amount of the Grant shall be used solely for site improvements and construction of approximately a 1,500 sq ft restaurant with 300 sq ft covered patio on the Property. The use of all funds shall be governed by the Application and Scope of Work attached and incorporated herein as composite Exhibit “A” (the “Scope of Work”).
- 3.2 The CRA’s obligation is limited to awarding the Grant. The CRA does not assume any liability for GRANTEE’S personnel decisions, business decisions or policies, including but not limited to the hiring of staff, paying of staff salaries or the expenditure of overhead costs.
- 3.3 Changes in the use of the Grant proceeds or amendments to the project’s budget must be approved, in writing, by the CRA’s Executive Director. Requests for changes must be in writing by the GRANTEE to the CRA Executive Director and include a detailed justification for the request.
- 3.4 As security for GRANTEE’S performance hereunder, GRANTEE shall, at the discretion of the CRA’s Executive Director, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and/or a Guaranty in favor of CRA (the “Grant Documents”), all of which shall be cancelled upon full compliance with the terms of said documents by GRANTEE. The Restrictive Covenant shall provide that the property may not be sold or transferred by the GRANTEE for a period of two years.
- 3.5 All disbursements of the Grant proceeds shall be made on a reimbursement basis according to the “Project Overview” outlined in Exhibit “A”. Grant funds may be used solely for interior leasehold improvements to The Property and are subject to the CRA’s receipt of documentation establishing prior payment by the GRANTEE of improvements, including receipts, invoices, canceled checks, and such other documents as the CRA may require. The submissions for reimbursements must be submitted to the CRA Executive Director and shall include a letter summarizing the funding request. Disbursements of the Grant proceed may be made on a reimbursement basis or paid directly to the Service Provider, in accordance with the Scope of Work and provided applicant first approves of payment to Service Provider.

SECTION 4. INSURANCE

- 4.1 The Grant awarded to GRANTEE is subject to the following Insurance requirements:

- 4.1.1 The CRA's receipt of an original certificate of insurance for the following forms of insurance:
- 4.1.2 Worker's Compensation insurance for all employees of the GRANTEE, as required by Chapter 440, Florida Statutes, as may be amended from time to time.
- 4.1.3 General Liability insurance annually in an amount not less than \$300,000 combined single limits per occurrence for bodily injury and property damage which lists the CRA as an additional insured.
- 4.1.4 The insurance coverage required must include those classifications listed in standard liability insurance manuals, which most nearly reflect the operations of the GRANTEE.
- 4.1.5 Companies issuing all insurance policies required above must be authorized to do business under the laws of the State of Florida, with the following qualifications:
- 4.1.6 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and be a member of the Florida Guaranty Fund;
- 4.1.7 Certificates of Insurance must provide that the GRANTEE will make no material adverse change, cancellation, or non-renewal of coverage without thirty (30) days advance written notice to the CRA.

SECTION 5. SCOPE OF WORK

- 5.1 Grantee shall use funds provided in accordance with the Scope of Work.
- 5.2 Any amendments to composite Exhibit "A" desired by GRANTEE shall be submitted in writing to the CRA Executive Director. Amendment must be accompanied by written justification and must be approved by the CRA Executive Director in writing before the amendment becomes effective.

SECTION 6. TERM, COMMENCEMENT AND COMPLETION DATES

- 6.1 The effective date of this Agreement shall be the date of execution by the last of the parties.
- 6.2 The term of this Agreement shall be for twenty-four (24) months from the effective date (the "Term").
- 6.3 Work provided in the Scope of Work shall not commence before the effective date. GRANTEE shall obtain a Building Permit within six (6) months of the effective date and commence construction within twelve (12) months of the effective date. The work shall be fully completed not later than 60 days prior to the end of the Term.

SECTION 7. RECORDS

7.1 **INSPECTION.** All of GRANTEE'S books and records and documents related to the grant must be made available for inspection and/or audits by the CRA and any other organization conducting reviews for the CRA upon 24 hours notice throughout the Term of this Agreement and in accordance with Chapter 119, Florida Statutes. In addition, GRANTEE must retain all records related to the grant in proper order for at least three (3) years following the expiration of the Agreement. The CRA shall have access to such records, for the purpose of inspection or audit during the three (3) years period. This Section shall survive the expiration of this Agreement

SECTION 8. SPECIAL CONDITIONS

8.1 **CESSATION OF OCCUPANCY OR OWNERSHIP.** In the event the GRANTEE sells, ceases to own or occupy the Property during the Restrictive Period provided in the Restrictive Covenant associated herewith, or, in the absence of a Restrictive Covenant, two years from the date of completion of improvements, GRANTEE shall repay the full amount of the grant to the CRA and any un-advanced portion of the Grant shall be retained by the CRA. The determination that GRANTEE has sold, ceased to own or occupy the Property shall be made solely by the CRA. Additionally, sale, cessation of ownership or occupancy constitutes an event of default for which all other default provisions of this Agreement shall apply, including but not limited to those provided in Section 9 below. This provision shall survive termination or expiration of this agreement.

8.2 **MATERIAL CHANGE OF CIRCUMSTANCES.** GRANTEE shall immediately notify the CRA of any material change of circumstances of the project. For the purpose hereof, material change of circumstances shall include, but not be limited to, the failure of the GRANTEE to diligently and actively pursue commencement or completion of the Scope of Work, failure to fulfill the terms of this agreement or the other Grant Documents, cessation of occupancy, sale or transfer of ownership of the business or the property, voluntary or involuntary bankruptcy or an assignment for the benefit of creditors. A material change of circumstances shall constitute a default under this agreement for which the CRA shall have the right to pursue any remedy provided in this agreement or the other Grand Documents, or by law or in equity.

8.3 **ASSIGNMENT.** GRANTEE shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without prior written consent of the CRA.

8.4 **RULES, REGULATIONS AND LICENSING REQUIREMENTS.** GRANTEE and its staff must possess the licenses and permits required to conduct its affairs including federal, state, city and county. In addition, GRANTEE shall comply with all, laws, ordinances and regulations applicable to carrying out the Scope of

Work including, but not limited to, conflicts of interest, building, zoning, land and property use regulations.

8.5 **PERSONNEL.** GRANTEE shall notify the CRA of all changes in personnel within five (5) working days of the change. All personnel of the GRANTEE are solely employees of the GRANTEE and not employees or agents of the CRA.

8.6 **INDEMNIFICATION.** GRANTEE shall indemnify and hold harmless the CRA and the City of Pompano Beach, Florida, and their Board or Commission members, employees or agents from any claims, liability, losses and causes of action that may arise out of any activity related to this Agreement or GRANTEE'S use of the funds. GRANTEE will pay all claims and losses of any nature related to this Agreement or GRANTEE'S use of the funds, and will defend all suits, in the name of the CRA when applicable, and will pay all costs and judgments that may issue from it, except those caused by the sole negligence of CRA employees or officers. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CRA in support of the obligation in accordance with the laws of the State of Florida. Nothing herein shall be construed to waive any of the CRA's or the City's rights set forth in Section 768.28, Florida Statutes. This paragraph shall survive the termination of this Agreement. Nothing contained in this Agreement shall be deemed a waiver of sovereign immunity by the CRA or the City.

8.7 **NOTICES.** All notices required in this Agreement if sent to the CRA shall be mailed to:

Pompano Beach Community Redevelopment Agency
501 Dr. Martin Luther King Jr. Boulevard
Suite 1
POMPANO BEACH, Florida 33060
Attn: Executive Director

And to:

Pompano Beach City Attorney's Office
100 W. Atlantic Blvd.
P.O. Box 1300
Pompano Beach, Florida 33060

All written notices if sent to the GRANTEE shall be mailed to the address in paragraph one of page one above.

8.8 **NONDISCRIMINATION.** GRANTEE represents and warrants to the CRA that GRANTEE does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with GRANTEE'S performance under this Agreement on account of race, gender, religion, color, age, disability, national origin, marital status, familial status, sexual orientation or political affiliation. GRANTEE further covenants that no otherwise qualified individual shall, solely

by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

- 8.9 **ADA REQUIREMENTS.** GRANTEE must meet all the requirements of the Americans With Disabilities Act (ADA), which includes posting a notice informing GRANTEE'S employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.
- 8.10 **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, the GRANTEE shall be and act as an independent contractor. At no time shall GRANTEE be considered an agent or partner of the CRA.
- 8.11 **COSTS.** GRANTEE shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.
- 8.12 **ENTIRE AGREEMENT.** This Agreement expresses the entire agreement of the parties and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.
- 8.13 **MODIFICATION.** This Agreement may not be modified, except in a writing signed by all parties hereto.
- 8.14 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions necessary to enforce the Agreement shall be held in Broward County, Florida, or, if Federal, said action shall be brought in the Southern District of Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.
- 8.15 **WAIVER OR BREACH.** It is hereby agreed by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 8.16 **PLEDGES OF CREDIT.** GRANTEE shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
- 8.17 **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 8.18 **SUCCESSORS AND ASSIGNS.** The GRANTEE binds itself and its partners, successors, executors, administrators and assigns to the CRA, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a

party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the GRANTEE

8.19 **AGENTS.** Should a GRANTEE choose to engage the services of an agent (individual or company) to assist/represent applicant in this aspect of the process, the expenses for the agent's service will be borne by the GRANTEE. Such expenses are not reimbursable under the terms of any of the CRA's incentive programs. CRA funds cannot be applied to services other than architecture, engineering, etc. related to the construction of the interior or exterior of the building. The CRA hereby represents and warrants that the CRA has dealt with no Agent and GRANTEE agrees to hold CRA harmless from any claim or demand for commissions made by or on behalf of any agent or representative of GRANTEE in connection with this application for improvements to GRANTEE'S property.

SECTION 9. DEFAULT AND REMEDIES.

9.1 **GRANTEE'S DEFAULT.** GRANTEE'S failure to comply with any of the provisions of this Agreement, or sale of the Property by Owner shall constitute a default upon the occurrence of which the CRA may, in its sole discretion, (i) withhold, temporarily or permanently, all, or any unpaid portion of the grant upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of the Grant. Upon default as provided herein the CRA shall have no further obligations to GRANTEE under this Agreement.

9.2 **REPAYMENT OF FUNDS.** GRANTEE shall repay the CRA for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement. GRANTEE shall also reimburse the CRA in the event of default hereunder, in the event any funds are lost or stolen, if work was not completed as provided in the Scope of Work and the budget attached hereto as composite Exhibit "A" or the Property is sold or vacated by GRANTEE. Any portion of the grant which is to be repaid to the CRA shall be paid by delivering a cashier's check for the total amount due, payable to the Pompano Beach Community Redevelopment Agency, within thirty (30) days of the CRA'S demand therefore.

9.3 **TERMINATION OF THIS AGREEMENT.** The CRA Executive Director may terminate this Agreement with or without cause or for its convenience. Termination of this Agreement by the CRA Executive Director shall relieve the CRA of any further obligations hereunder. Such termination shall not release GRANTEE from its obligations under this Agreement including, but not limited to, obligations relating to the completion of activities funded while the Agreement was in effect but not completed prior to the date of termination, or repayment of any funds GRANTEE is obligated to repay.

9.4 **LIMITATION ON RIGHTS AND REMEDIES.** Nothing contained herein shall be construed as limiting or waiving any rights of the CRA to pursue any remedy which may be available to it in law or in equity. Nothing contained herein shall

act as a limitation of the CRA's rights in the event that GRANTEE fails to comply with the terms of this Agreement.

9.5 **CRA'S DEFAULT.** In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with notice detailing the nature of the default, whereupon the CRA shall have thirty (30) days within which to initiate corrective actions and ninety (90) days within which to cure the default. Should the CRA fail to cure the default, GRANTEE'S sole remedy is to terminate this Agreement. The effective date of any such termination shall be the date of the notice of termination given by GRANTEE to the CRA.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

GRANTEE

Corporate Name: Big Tree BBQ, Inc

WITNESSES:

Janice Wooten

Print Name: Janice Wooten

Sarah Mulder

Print Name: Sarah Mulder

By: Janice Bynum

Print Name: Janice Bynum

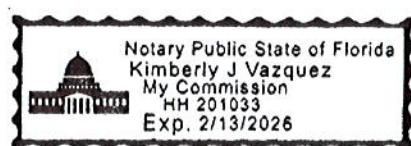
Title: Owner

Date: 3/27/24

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27th day of March, 2024, by Janice Bynum who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Kimberly J Vazquez
(Name of Acknowledger Typed, Printed or Stamped)

HH 201033
Commission Number

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Rex Hardin, Chairman

By: _____
Gregory P. Harrison, Executive Director

ATTEST:

Kervin Alfred, Secretary

EXHIBIT "A"

**BIG TREE BBQ, INC
POWERLINE ROAD BETWEEN
NW 4TH COURT/NW 5TH STREET
POMPANO BEACH, FLORIDA**

**STRATEGIC INVESTMENT PROGRAM
APPLICATION**

**EXECUTIVE SUMMARY
PROJECT OVERVIEW**

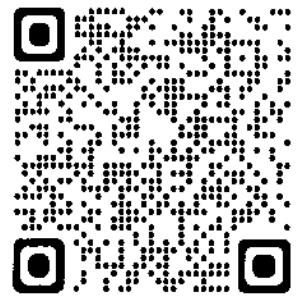
BIG TREE BBQ

CONCEPTUAL DESIGN BY STUDIO-US [DESIGN]

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- STUDIO-US [DESIGN] BIO
- PROJECT DESCRIPTION
- RENDERINGS
- SITE PLAN
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- PROJECT SCHEDULE

SIGNALS (136)



Signs

Big Tree BBQ

Big Tree BBQ is proposed to be approximately 1500 square feet of newly constructed restaurant space. The project is currently proposed to be in Collier County off Powersline Road between NW 5th Street and NW 4th Court.

Big Tree is a well known BBQ spot in Collier City offering traditional BBQ items from Rib dinners to seated dishes paired with soft, classic sides and desserts. The owners are Kenneth and Larice Bynum both native to Broadband Colony. Mr. Bynum has been successfully running a restaurant for over 25 years in the city of Port Royal Beach. Mrs. Bynum is a native of Port Royal Beach and has been instrumental to the restaurant's success.

The design of the restaurant will be created to work within the area of 1,500 square foot site on which it sits. Passive and Active design strategies will be incorporated into the form and aesthetics of the building. We plan to source local materials and look forward to beautifying the site with landscape features unique to South Florida.

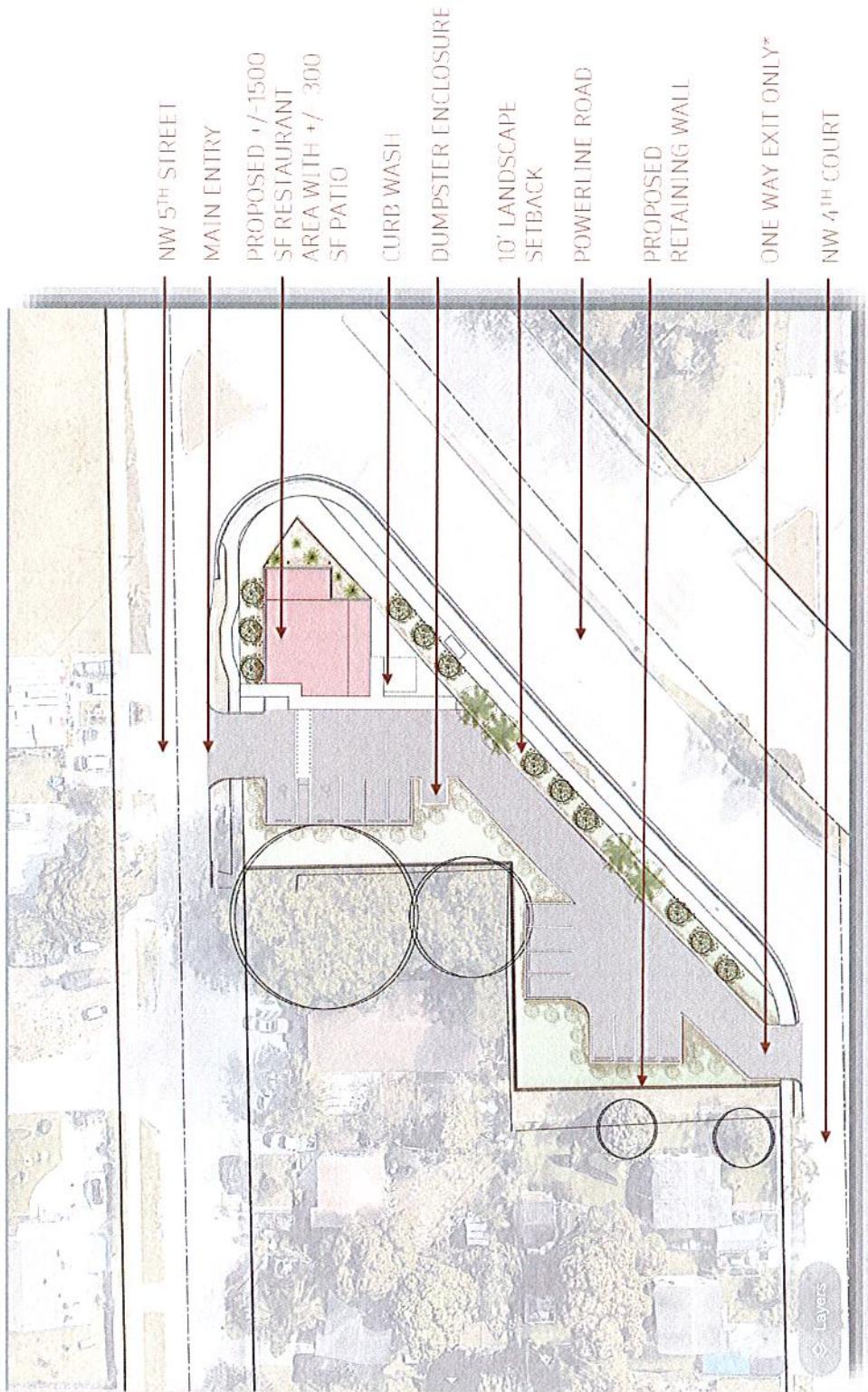
PROJECT PLANS



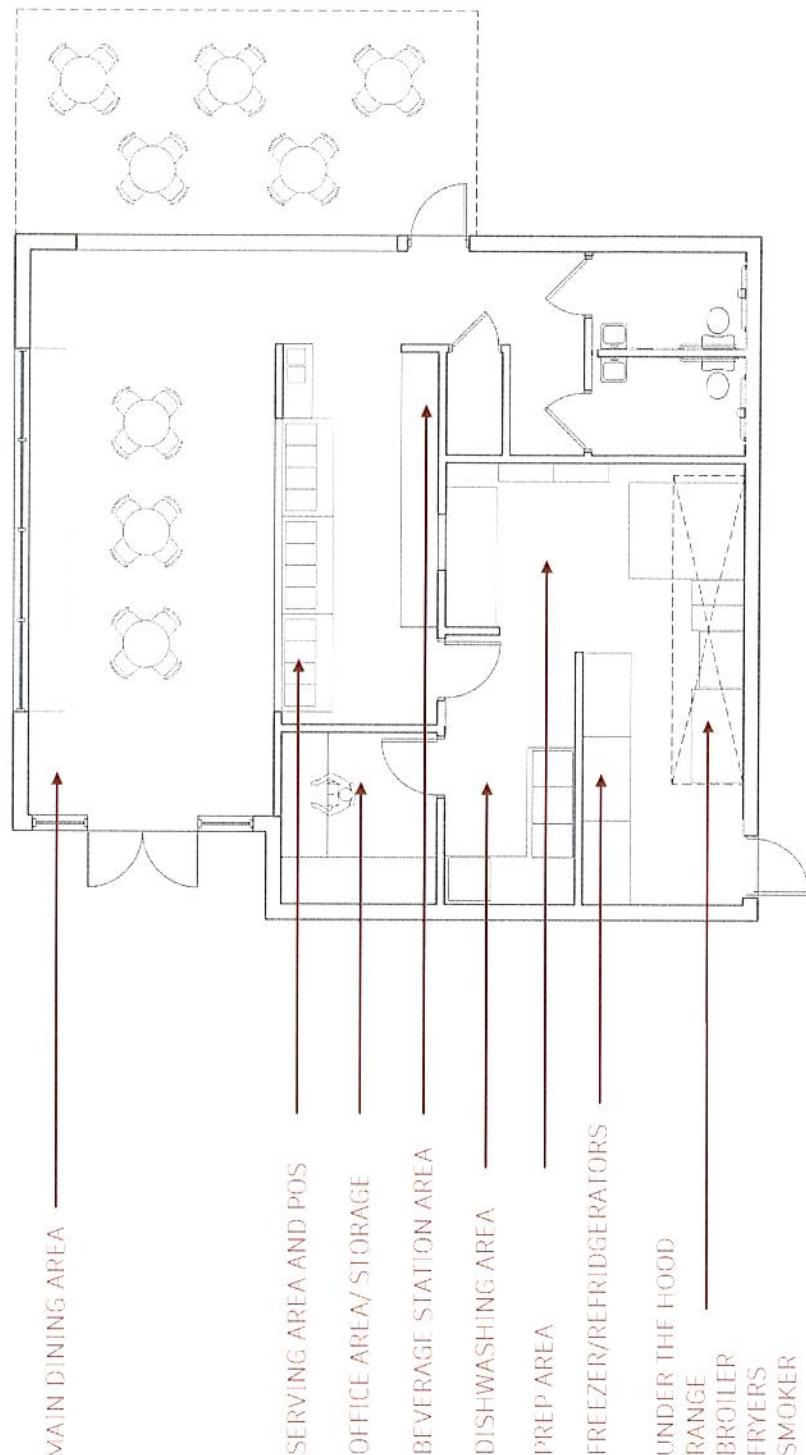
RENDERINGS

PROPOSED EAST ELEVATION

STUDIO US [DESIGN]



STUDIO-US [DESIGN]



FLOOR PLAN

UNIVERSITY OF TORONTO LIBRARIES

1123 | J. POLYM. SCI.: PART A

$S^z(1), S^z(2), S^z(3)$ SIGN |

BBQ RESTAURANT Preliminary Schedule

Smartsheet

Priority	Task Name	Start Date	End Date	Duration	Predecessors	Status	Notes	Assigned To	% Done
1	BBQ RESTAURANT PRELIMINARY SCHEDULE	09/00/24	04/17/25	140d		Not Started			0%
2	PROJECT MILESTONES	09/00/24	04/11/25	140d		Not Started			0%
3	MILESTONES - NOTICE OF COMMENCEMENT	09/00/24	09/05/24	0d	03/28/25	Not Started			0%
4	MILESTONES - SUBSTANTIAL COMPLETION	03/28/25	04/11/25	0d	64	Not Started			0%
5	MILESTONES - FINAL COMPLETION	04/11/25	10/25/24	20d	3	Not Started			0%
6	PRECONSTRUCTION	09/30/24	09/02/24	3w	10/18/24	Not Started			0%
7	BUILDING PERMIT & SUB-PERMITS	09/02/24	09/03/24	0d	10/25/24	Not Started			0%
8	MILESTONES - PRE-CONSTRUCTION MEETING	09/03/24	09/03/24	0d	10/25/24	Not Started			0%
9	SUBMITTALS	09/03/24	09/03/24	0d	10/25/24	Not Started			0%
10	PREPARE AND SUBMIT	09/03/24	10/11/24	10d		In Progress			0%
11	PREPARE/SUBMIT- WOOD DOORS & FRAMES SUBMITTAL PACKAGE	09/03/24	10/11/24	2w		In Progress			0%
12	PREPARE/SUBMIT- DRYWALL/FRAMING	09/03/24	10/11/24	2w		In Progress			0%
13	PREPARE/SUBMIT- TILE SUBMITTAL PACKAGE	09/03/24	10/11/24	2w		In Progress			0%
14	PREPARE/SUBMIT- ACT SUBMITTAL PACKAGE	09/03/24	10/11/24	2w		In Progress			0%
15	PREPARE/SUBMIT- PAINT SUBMITTAL PACKAGE	09/03/24	10/11/24	2w		In Progress			0%
16	PREPARE/SUBMIT- DRYWALL/FRAMING	09/03/24	10/11/24	2w		In Progress			0%
17	PREPARE/SUBMIT- TOILET ACCESSORIES SUBMITTAL PACKAGE	09/03/24	10/11/24	2w		In Progress			0%
18	PREPARE/SUBMIT- FIRE SPRINKLERS SHOP DRAWINGS	09/03/24	10/11/24	2w		In Progress			0%
19	PREPARE/SUBMIT- PLUMBING SUBMITTAL PACKAGE	09/03/24	10/11/24	2w		In Progress			0%
20	PREPARE/SUBMIT- HVAC SUBMITTAL PACKAGE	09/03/24	10/11/24	2w		In Progress			0%
21	PREPARE/SUBMIT- ELECTRICAL SUBMITTAL PACKAGE	09/03/24	10/11/24	2w		In Progress			0%
22	REVIEW/APPROVE- WOOD DOORS & FRAMES SUBMITTAL PACKAGE	10/14/24	10/25/24	10d	10d	In Progress			0%
23	REVIEW/APPROVE- DRYWALL/FRAMING	10/14/24	10/25/24	2w		In Progress			0%
24	REVIEW/APPROVE- TILE SUBMITTAL PACKAGE	10/14/24	10/25/24	2w		In Progress			0%
25	REVIEW/APPROVE- ACT SUBMITTAL PACKAGE	10/14/24	10/25/24	2w		In Progress			0%
26	REVIEW/APPROVE- PAINT SUBMITTAL PACKAGE	10/14/24	10/25/24	2w		In Progress			0%
27	REVIEW/APPROVE- DRYWALL/FRAMING	10/14/24	10/25/24	2w		In Progress			0%
28	REVIEW/APPROVE- TOILET ACCESSORIES SUBMITTAL PACKAGE	10/14/24	10/25/24	2w		In Progress			0%
29	REVIEW/APPROVE- FIRE SPRINKLERS SHOP DRAWINGS	10/14/24	10/25/24	2w		In Progress			0%
30	REVIEW/APPROVE- PLUMBING SUBMITTAL PACKAGE	10/14/24	10/25/24	2w		In Progress			0%
31	REVIEW/APPROVE- HVAC SUBMITTAL PACKAGE	10/14/24	10/25/24	2w		In Progress			0%
32	REVIEW/APPROVE- ELECTRICAL SUBMITTAL PACKAGE	10/14/24	10/25/24	2w		In Progress			0%
33	CONSTRUCTION	09/03/24	10/11/24	130d	8	Not Started			0%
34	MOBILIZATION/TEMP FACILITIES	09/03/24	10/11/24	2w		In Progress			0%
35	SELECTIVE DEMOLITION	10/14/24	10/25/24	2w		In Progress			0%
36	CONCRETE	10/06/24	11/06/24	2w		In Progress			0%
37	MASONRY / STONE	10/20/24	11/06/24	2w		In Progress			0%
38	STRUCTURAL STEEL	10/20/24	11/15/24	3w		In Progress			0%
39	DRYWALL / PLASTER	11/11/24	12/06/24	4w		In Progress			0%
40	ROOFING (PATCHING)	11/11/24	11/15/24	1w		In Progress			0%
41									

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Page 1 of 2

PROJECT SCHEDULE

STUDIO-US [DESIGN]

CONSTRUCTION SCHEDULE

PROJECT SCHEDULE

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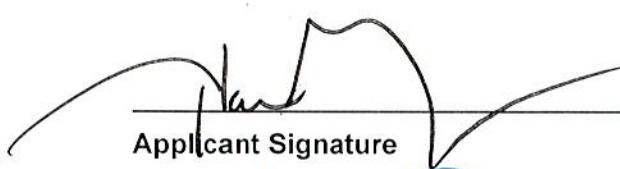
Phase	Task Name	Start Date	End Date	Duration	Dependencies	Status	Notes	Assigned To	% Done
4.2	SPECIALTIES	11/26/24	12/20/24	4w	40FS-100				
4.3	ROUGH CARPENTRY	11/11/24	11/15/24	Tw	40SS				
4.4	INSULATION / FIREPROOFING	11/11/24	11/22/24	Tw	43				
4.5	FIRE PROTECTION	11/04/24	11/22/24	3w	40SS-50				
4.6	PLUMBING/ GAS	11/04/24	11/22/24	3w	40SS-50				
4.7	HVAC	11/04/24	11/22/24	3w	40SS-50				
4.8	ELECTRICAL	11/04/24	11/22/24	3w	40SS-50				
4.9	FIRE ALARM SYSTEMS	11/04/24	11/22/24	3w	40SS-50				
5.0	ACOUSTICAL CEILINGS/ WOOD PLANK CEILING	12/29/24	01/10/25	3w	40, 45, 47, 49, 44, 46, 42				
5.1	FABRIC CEILING PANELS	12/29/24	01/10/25	3w	40SS				
5.2	FLOOR PREPARATION	01/11/25	01/17/25	Tw	51				
5.3	KITCHEN WATERPROOFING	01/11/25	01/17/25	Tw	52SS				
5.4	WOOD FLOORING	01/20/25	02/07/25	3w	53				
5.5	CERAMIC / QUARRY TILE	01/20/25	02/07/25	3w	54SS				
5.6	DOORS, FRAMES AND HARDWARE	02/11/25	02/14/25	Tw	55				
5.7	MILLWORK / FINISH CARPENTRY	02/11/25	03/07/25	3w	56				
5.8	ORNAMENTAL IRON	02/11/25	02/21/25	Tw	57SS				
5.9	GLASS & MIRRORS	02/11/25	02/21/25	Tw	58SS				
5.10	PAINTING & WALLCOVERING	03/01/25	03/14/25	Tw	57				
6.1	LIGHTING FIXTURES	03/01/25	03/21/25	Tw	60				
6.2	MEPs' TRIM	03/01/25	03/21/25	Tw	61SS				
6.3	GENERAL CLEANING	03/24/25	03/28/25	Tw	62				
6.4	INSPECTION BUILDING FINAL (TCO)	03/28/25	04/01/25	0	63				
6.5	■ PUNCHLIST/ CLOSEOUT	03/31/25	04/11/25	10d	4				
6.6	PUNCH OUT	03/31/25	04/11/25	2w					
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**APPLICATION
STRATEGIC INVESTMENT PROGRAM**

PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL

- Properties listed for sale may not apply. Properties sold within twenty-four months of receiving grant funding **must repay the full amount**.
- Prior to application submittal, a preliminary review of proposed renovations to property must be completed by the Planning Department.
- After approval process, the CRA will provide the applicant with an approved Grant Agreement for signature. It is recommended that **NO CONSTRUCTION** begin until the Grant Agreement is signed by all parties. Improvements completed prior to approval by the CRA Board, may not be eligible for reimbursement.
- If deemed necessary, the Community Redevelopment Agency (CRA) reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to; the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the applicant.
- If your site plan or application request includes landscaping, the landscaping must be a species and variety of native plants that are drought tolerant, require little irrigation and withstand the environmental conditions of Pompano Beach. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.
- Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board if development plans for said property meets the goals and objectives as set forth in the CRA Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.


Applicant Signature

Date _____


Property Owner

Date 3/25/2024

Strategic Investment Program
Application Form

Date of Application 3/21/2024

1. Address of project requesting CRA investment:

Powerline Rd - between NW 4th ct & NW 5th st

2. Name of Applicant:

Janice Bynum

Address of Applicant:

2961 NW 9th st
Pompano Beach, FL 33069

Phone: 954-531-2952 Fax:

Email: JTREEjr@gmail.com

3. Does the applicant own project property? Yes No

If "No" box is checked, when will property be in control (own or long-term lease) of applicant?

6 months or less

Indicate the owning entity of the property (i.e. name on property title)

Pompano Beach CRA

4. What is the total estimated project investment?

Current assessed value: 4230,940

New capital investment dollars: 800,841

Total estimated new assessment: 1,031,789

5. What is the percentage (%) amount of ownership equity relative to total estimated project investment?

20% or more

10% to 19.9%

Less than 10%

None

6. What is the percentage (%) of minority ownership of the project?

100%

50% or more

Less than 50%

None

7. How many jobs for neighborhood residents will be created upon completion of the project?

1-5

6-10

10+

None

8. When is it anticipated that construction could begin, assuming project receives SIP assistance? (A detailed project schedule must accompany application)

Less than 12 months

12 to 16 months

16 to 24 months

Longer than 24 months

9. Include with this application:

- Two bids/quotes from 2 licensed contractors
- Detailed Budget for entire project
- City of Pompano Beach Business Tax Receipt
- Current Photograph of existing property conditions
- Description of proposed development/improvement of property
- Preliminary site plan, floor plans and renderings that enable staff to determine quality of design; parking must be included in the site plan and meet current code regulations
- Infrastructure improvements, if any, in either the public ROW or on private property
- Preliminary project schedule
- Tenant makeup
- Resume of developer indicating related development experience

- **Business and Financial Information:**

- *Business Plan

- *Proforma / Financial Analysis

- *Mortgage on property. If applicant does not own property, a written authorization from property owner to make changes outlined in the project needs to be provided

- *Lease agreements with at least 24 months remaining

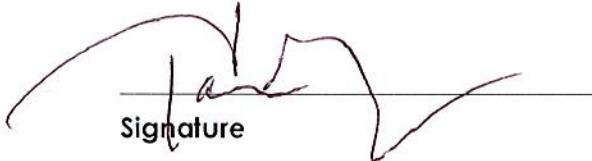
- *Letter of Intent from lending institution

- *Partnership and/or ownership information with equity positions

Authorized Representative

Janice Bynum
Name

Owner
Title


Signature

3/27/24
Date

Please Note

Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board of Commissioners if development plans for said property meets the goals and objectives as set forth in the Pompano Beach CRA Five Year Strategic Finance Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

BUDGET AND CONSTRUCTION ESTIMATE



Drainage	1.0	LS	\$ 12.000
Earthwork	1.0	LS	\$ 20.000
Asphalt	9875.0	SF	\$ 60.000
Curb	740.0	LF	\$ 29.500
Striping	1.0	LS	\$ 1500
Parking Stops	13.0	EA	\$ 1500
Landscaping	8154.0	SF	\$ 18.000
			Subtotal=
330000			\$ 142,500
			Subtotal=
SUBTOTAL			\$ -
OVERHEAD & PROFIT			\$ 696,390
TOTAL BASE BID			15% \$ 104,459
			\$ 800,849

PROPERTY DESCRIPTION AND INFORMATION



Folio	Address	Lot Size	Land Use	Zoning	2023 BCPA Market Value	2023 BCPA Assessed	Purchase Cost (\$9.75 per SF)
484233020220	N POWERLINE RD	7,217	C	B-2	\$86,600	\$81,340	\$70,365.75
484233020230	N POWERLINE RD	4,424	C	B-2	\$53,090	\$49,850	\$43,134.00
484233020550	N POWERLINE RD	5,836	C	B-2	\$70,030	\$65,790	\$56,901.00
484233020560	N POWERLINE RD	3,014	C	B-2	\$36,170	\$33,960	\$29,386.50
		20,491			\$245,890	\$230,940	\$199,787.25



Site Address	N POWERLINE ROAD, POMPANO BEACH FL 33069	ID #	4842 33 02 0220
Property Owner	POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	1512
Mailing Address	100 W ATLANTIC BLVD POMPANO BEACH FL 33060	Use	80-01
Abbr Legal Description	COLLIER CITY 31-1 B LOT 22 LESS W 24.50 & LESS RD		

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)**.

* 2024 values are considered "working values" and are subject to change.					
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	\$86,600		\$86,600	\$86,600	
2023	\$86,600		\$86,600	\$81,340	
2022	\$77,580		\$77,580	\$73,950	

2024* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$86,600	\$86,600	\$86,600	\$86,600
Portability	0	0	0	0
Assessed/SOH	\$86,600	\$86,600	\$86,600	\$86,600
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 15	\$86,600	\$86,600	\$86,600	\$86,600
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN
5/23/2006	WD*	\$1,241,000	42131 / 1073
12/21/1995	WD*	\$100	24294 / 395
4/1/1980	WD	\$11,000	2779 / 510

Land Calculations

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments



Site Address	N POWERLINE ROAD, POMPANO BEACH FL 33069	ID #	4842 33 02 0230
Property Owner	POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	1512
Mailing Address	100 W ATLANTIC BLVD POMPANO BEACH FL 33060	Use	80-01
Abbr Legal Description	COLLIER CITY 31-1 B LOT 23 LESS W 24.50 & LESS RD		

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).

* 2024 values are considered "working values" and are subject to change.					
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	\$53,090		\$53,090	\$53,090	
2023	\$53,090		\$53,090	\$49,850	
2022	\$47,560		\$47,560	\$45,320	

2024* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$53,090	\$53,090	\$53,090	\$53,090
Portability	0	0	0	0
Assessed/SOH	\$53,090	\$53,090	\$53,090	\$53,090
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 15	\$53,090	\$53,090	\$53,090	\$53,090
Taxable	0	0	0	0

* Denotes Multi-Parcel Sale (See Deed)



Site Address	N POWERLINE ROAD, POMPANO BEACH FL 33069	ID #	4842 33 02 0550
Property Owner	POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	1512
Mailing Address	100 W ATLANTIC BLVD POMPANO BEACH FL 33060	Use	80-01
Abbr Legal Description	COLLIER CITY 31-1 B LOT 58 LESS RD		

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\(8\)](#).

* 2024 values are considered "working values" and are subject to change.					
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	\$70,030		\$70,030	\$70,030	
2023	\$70,030		\$70,030	\$65,760	
2022	\$62,740		\$62,740	\$59,790	

2024* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$70,030	\$70,030	\$70,030	\$70,030
Portability	0	0	0	0
Assessed/SOH	\$70,030	\$70,030	\$70,030	\$70,030
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 15	\$70,030	\$70,030	\$70,030	\$70,030
Taxable	0	0	0	0

Sales History

Date	Type	Price	Book/Page or CIN
5/23/2006	WD*	\$1,241,000	42131 / 1073
12/21/1995	WD*	\$100	24294 / 395
8/19/1985	QCD	\$90	12779 / 510

Land Calculations

Price	Factor	Type
\$12.00	5,836	SF
Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments



Site Address	N POWERLINE ROAD, POMPANO BEACH FL 33069	ID #	4842 33 02 0560
Property Owner	POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	1512
Mailing Address	100 W ATLANTIC BLVD POMPANO BEACH FL 33060	Use	80-01
Abbr Legal Description	COLLIER CITY 31-1 B LOT 59 LESS RD		

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)**.

* 2024 values are considered "working values" and are subject to change

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	\$36,170		\$36,170	\$36,170	
2023	\$36,170		\$36,170	\$33,960	
2022	\$32,400		\$32,400	\$30,880	

2024* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$36,170	\$36,170	\$36,170	\$36,170
Portability	0	0	0	0
Assessed/SOH	\$36,170	\$36,170	\$36,170	\$36,170
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 15	\$36,170	\$36,170	\$36,170	\$36,170
Taxable	0	0	0	0

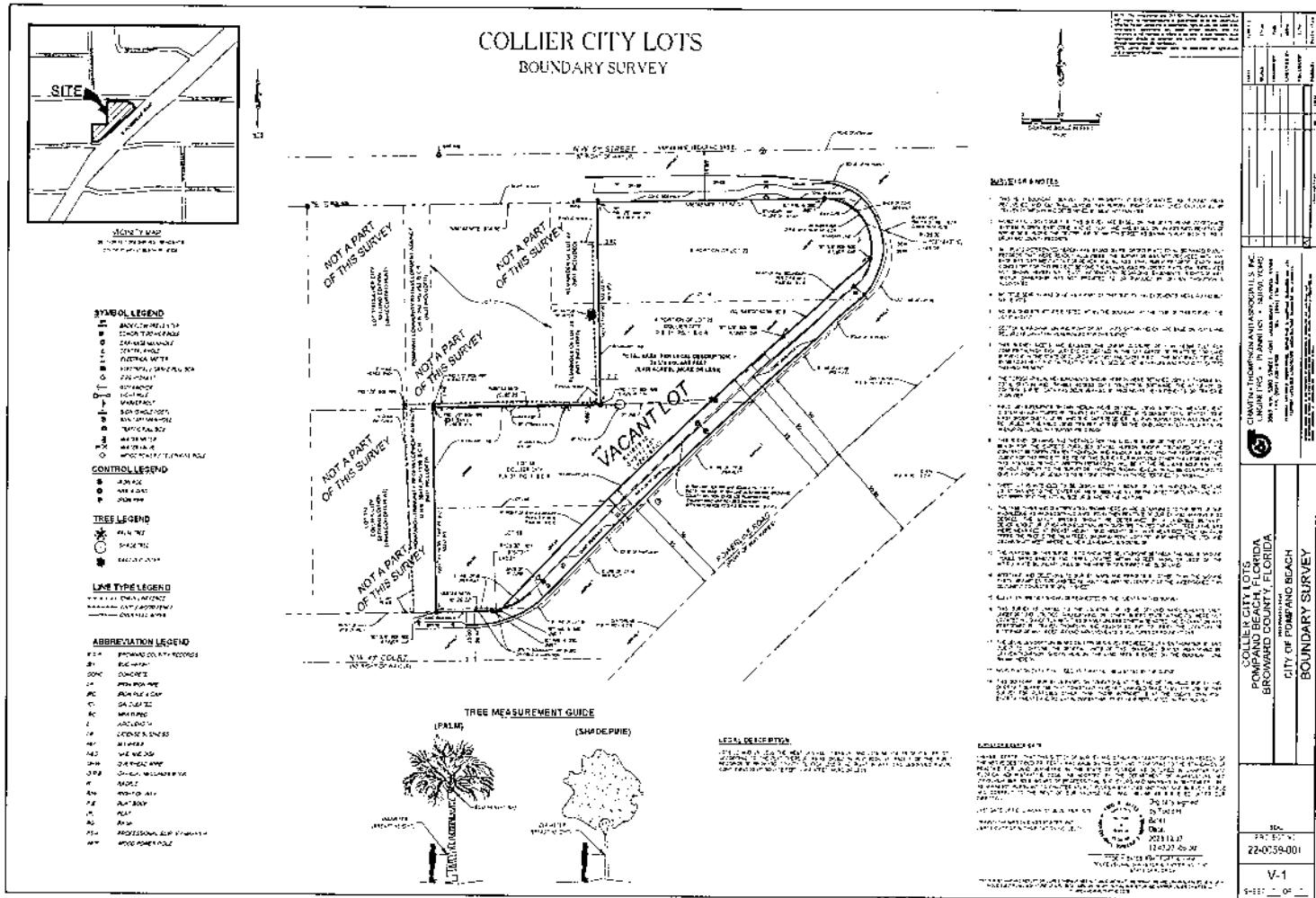
Sales History

Date	Type	Price	Book/Page or CIN
5/23/2006	WD*	\$1,241,000	42131 / 1073
12/21/1995	WD*	\$100	24294 / 395
2/13/1978	WD	\$37,500	7427 / 643

Land Calculations

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments



REGULATORY INFORMATION



Detail by Entity Name

Florida Profit Corporation

BIG TREE BBQ, INC.

Filing Information

Document Number P17000066300

FEI/EIN Number 82-2429673

Date Filed 08/07/2017

State FL

Status ACTIVE

Principal Address

2961 NW 9TH ST.
POMPANO BEACH, FL 33069

Mailing Address

2961 NW 9TH ST.
POMPANO BEACH, FL 33069

Registered Agent Name & Address

BYNUM, JANICE
2961 NW 9TH ST.
POMPANO BEACH, FL 33069

Officer/Director Detail

Name & Address

Title PCEO

BYNUM, JANICE
2961 NW 9TH ST.
POMPANO BEACH, FL 33069

Title S

BYNUM, KENNETH
2961 NW 9TH ST.
POMPANO BEACH, FL 33069

Annual Reports

Report Year **Filed Date**

2022	04/25/2022
2023	04/29/2023

Document Images

04/29/2023 -- ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
04/19/2021 -- ANNUAL REPORT	View image in PDF format
04/30/2020 -- ANNUAL REPORT	View image in PDF format
04/28/2019 -- ANNUAL REPORT	View image in PDF format
04/29/2018 -- ANNUAL REPORT	View image in PDF format
08/07/2017 -- Domestic Profit	View image in PDF format