

**POMPANO BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

**7**

Meeting Date: February 20, 2018

Agenda Item \_\_\_\_\_

**REQUESTED CRA BOARD ACTION:**

Resolution(s)     Consideration     Approval     Other

**SHORT TITLE OR MOTION:**    A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A FIRST AMENDMENT TO SUBLEASE AGREEMENT BETWEEN THE CRA AND BRANDON SYLVESTER SMITH D/B/A BOJO'S SEAFOOD KITCHEN RELATING TO RENTAL AND LATE FEE AMOUNTS; PROVIDING AN EFFECTIVE DATE.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Summary of Purpose and Why:**

Brandon Smith, a Pompano Beach resident, started his homegrown business at 731 MLK Blvd. in the take-out space in 2015. Mr. Smith wanted to continue the legacy of his parents who had their own restaurant, Lombo's Seafood, during his childhood. In March 2016, the CRA Board approved Brandon Smith d/b/a Bojo's Seafood Kitchen moving his business from the take-out space to the larger sit-down restaurant space in Unit F. Since that time, Mr. Smith has been adjusting to the requirements of operating at a larger capacity. One of the major adjustments Mr. Smith had to grapple with was the higher cost of rent. After looking at his operational costs, Mr. Smith has asked the CRA if the rent could be reduced to \$1,500 per month. CRA staff is supportive of this and a late fee adjustment, and recommends approval of the First Amendment to codify the rent and late fee amounts. This amendment will enable Mr. Smith the opportunity to continue the spirit of his family's restaurant and serve fresh seafood to the Pompano Beach community.

**QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:**

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Adriane Esteban Ext. 7841
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
_____	_____	_____	_____
_____	_____	_____	_____

- CRA Executive Director
- CRA Attorney
- Finance Director

  
Claudia M. McKenna  
A. Dean-Finn

**ACTION PREVIOUSLY TAKEN BY CRA BOARD:**

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u> _____	<u>Results:</u> _____	<u>Results:</u> _____
_____	_____	_____



P. O. Drawer 1300  
Pompano Beach, FL 33060

Phone: (954) 786-5535  
Fax: (954) 786-7836

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**MEMORANDUM**

**Date:** February 20, 2018

**To:** Pompano Beach CRA Board

**From:** Adriane Esteban, Project Manager

**Subject:** 731 MLK Blvd. Unit F Sublease Amendment- BoJo's Seafood Kitchen

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Because of the Pompano Beach CRA's efforts to construct the first new building in the MLK Business District in 50 years, Brandon Smith the proprietor of BoJo's Seafood Kitchen (BoJo's), one of the 731 MLK Blvd. building tenants, has been able to continue his family's tradition of serving quality seafood to the residents of Pompano Beach. His family opened a seafood restaurant in 1975, and Mr. Smith worked throughout his childhood at the restaurant to learn the family business. It was his dream as a child to run his family's business and although the restaurant closed after he left for college, he was determined to reopen his family's restaurant someday.

In 2015, BoJo's started operations in the take-out space (Unit C) at 731 MLK Blvd., where the restaurant received great feedback and customer loyalty from the neighborhood. When the opportunity to occupy Unit F, the full scale restaurant, became available, BoJo's expressed interest and in March 2016, the CRA Board approved this move. Since that time, BoJo's has been adjusting to operating a larger capacity. He has recently been making some operational changes to minimize his operational expenses while maximizing profits. After looking at his operational costs, Mr. Smith has asked the CRA if the rent could be reduced to \$1,500 per month. The Sublease Agreement had originally contemplated an incremental monthly increase during the first year that would start at \$790/month (the rent for the take-out space) eventually leading to a rent rate in year two of \$1,920 per month and an annual increase of approximately 3% thereafter. An amendment is being requested to modify the last month of the ramp up period and subsequent rent rate to be a maximum of \$1,500 per month plus tax. CRA staff is supportive of this change and a late fee adjustment as it is still in the rent per square foot and late fee range for the building. CRA staff recommends approval of the First Amendment to codify the rent and late fee amount amendments. The approval of this First Amendment will provide Mr. Smith the opportunity to continue the spirit of his family's restaurant and serve fresh seafood to the Pompano Beach community.

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**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A FIRST AMENDMENT TO SUBLEASE AGREEMENT BETWEEN THE CRA AND BRANDON SYLVESTER SMITH D/B/A BOJO'S SEAFOOD KITCHEN RELATING TO RENTAL AND LATE FEE AMOUNTS; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The First Amendment to Sublease Agreement between the Pompano Beach Community Redevelopment Agency and Brandon Sylvester Smith d/b/a Bojo's Seafood Kitchen relating to the rental and late fee amounts (the First Amendment), a copy of which First Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** The proper officials are hereby authorized to execute said First Amendment.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**LAMAR FISHER, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**MARSHA CARMICHAEL, SECRETARY**

## **FIRST AMENDMENT TO SUBLEASE AGREEMENT**

**THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between: **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida (“CRA”), and **BRANDON SYLVESTER SMITH D/B/A BOJO’S SEAFOOD KITCHEN**, whose address is 1011 Northwest 23<sup>rd</sup> Terrace, Pompano Beach, Florida 33069 (“Sublessee”).

**WHEREAS**, CRA entered into a Sublease Agreement with Sublessee for the use of Unit “F” located at 731 Dr. Martin Luther King Jr. Blvd., (“Original Sublease”), and approved by Resolution No. 2016-31.

### **WITNESSETH:**

**NOW, THEREFORE**, the parties agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Sublease shall remain in full force and effect except as specifically amended herein below.
3. Section 4. Rental and Security Deposit of the Sublease Agreement is amended to read as follows (added language is underlined and in bold, deleted language has a line through it):
  - 4.1 Beginning on the Rental Commencement Date (as defined below) of this Sublease, the monthly rental amounts shall be as follows:

Months Four-Six:	\$790.00 per month, plus any applicable sales tax.
Month Seven:	\$900.00 per month, plus any applicable sales tax.

Month Eight: \$1000.00 per month, plus any applicable sales tax.  
 Month Nine: \$1100.00 per month, plus any applicable sales tax.  
 Month Ten: \$1200.00 per month, plus any applicable sales tax.  
 Month Eleven: \$1400.00 per month, plus any applicable sales tax.  
 Month Twelve: ~~\$1650.00~~1500 per month, plus any applicable sales tax.  
 Year Two: ~~\$1,920~~1500 per month, plus any applicable sales tax.  
 Year Three: ~~\$1,978~~1500 per month, plus any applicable sales tax.  
 Year Four: ~~\$2,037~~1500 per month, plus any applicable sales tax.  
 Year Five: ~~\$2,098~~1500 per month, plus any applicable sales tax.

4.3 The monthly rental installments shall be payable in advance of the first day of each and every calendar month thereafter during the term of this Sublease. If any payment is not made within fifteen (15) days after the payment is due and owing, Sublessee shall pay a ~~five percent penalty~~ **twenty-five dollar (\$25) late charge**. Failure to make timely rental payments within thirty (30) days after the due date will result in penalties described in Paragraph 20, Default by Sublessee.

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

**“CRA”:**

Signed, Sealed and Witnessed  
 In the Presence of:

**POMPANO BEACH COMMUNITY  
 REDEVELOPMENT AGENCY**

\_\_\_\_\_  
 Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
 Lamar Fisher, Chairman

\_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Marsha Carmichael, Secretary

**EXECUTIVE DIRECTOR:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**"SUBLESSEE":**

Witnesses:

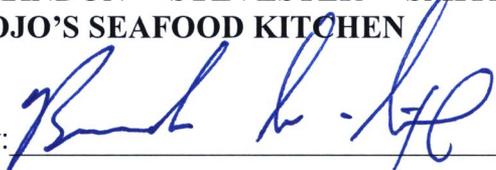


Print Name: Tiara Staggles



Print Name: Adriane Esteban

**BRANDON SYLVESTER SMITH D/B/A  
BOJO'S SEAFOOD KITCHEN**

By: 

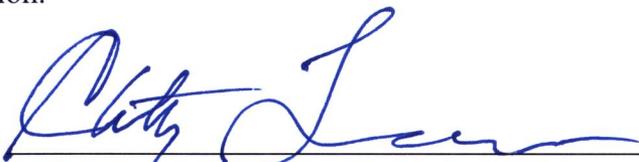
Print Name: BRANDON S. SMITH

Title: OWNER

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Feb, 2018, by Brandon Sylvester Smith, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

  
NOTARY PUBLIC, STATE OF FLORIDA



Catherine Trenkle  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG020455  
Expires 9/30/2020

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Commission Number