



## City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

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### COMMUNITY REDEVELOPMENT AGENCY MEETING AGENDA

City Commission Chambers

February 20, 2024

5:30 PM

*Please join the meeting via Zoom*

<https://us06web.zoom.us/j/88185482729>

*Please join the meeting via telephone:*

1 305 224 1968 or 1 309 205 3325

Meeting ID: 881 8548 2729

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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **MINUTES FROM PREVIOUS MEETING**
  - A. JANUARY 16, 2024 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
4. **PUBLIC COMMENT (LIMITED TO 2 MINUTES-MUST SIGN IN WITH CLERK)**
5. **EXECUTIVE DIRECTOR REPORT**
  - A. REPORT FROM THE CRA EXECUTIVE DIRECTOR  
This is a report highlighting the CRA activities and projects during the month of January 2024.
6. **FINANCE DIRECTOR REPORT**
  - A. CRA RESOLUTION 2024-008 RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2024, PERIOD 4 (JANUARY) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES  
This resolution serves to ratify the January 2024 (Period 4) Financial Activity Report provided by the Financial Services Department.
7. **CHAIRMAN REPORT**
8. **COMMITTEE REPORTS : STANDING**
9. **COMMITTEE REPORTS : AD HOC**
10. **LEGAL REPORT**
11. **OLD BUSINESS**
12. **NEW BUSINESS**

- A.** CRA RESOLUTION 2024-009 AUTHORIZING THE EXECUTION OF THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM DEVELOPMENT AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND M-LASIK LLC ATTACHED HERETO AS EXHIBIT A; ALLOCATING FUNDING UP TO \$57,424.40

This resolution approves the execution of an agreement with M-Lasik LLC to provide Commercial Facade Improvement Program funds upon completion of the proposed commercial facade improvement project.

- B.** CRA RESOLUTION 2024-010 AUTHORIZING THE EXECUTION OF THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM AGREEMENT, ATTACHED HERETO AS EXHIBIT A, BETWEEN THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND JUNETTE ALLEYNE-LOOBY IN AN AMOUNT NOT TO EXCEED \$164,500

This is a resolution approving the execution of an agreement with Junette Alleyne-Looby to provide Homebuyer Purchase Assistance Program funds.

- C.** DISCUSSION REGARDING THE PROPOSED INSTALLATION OF DECORATIVE LIGHTING ON STATE ROAD 7

This is a discussion regarding a proposed project involving the installation of upgraded decorative lighting on State Road 7 between Oakland Park Boulevard and NW 37 Street. The project would be administered and managed by the Florida Department of Transportation (FDOT).

- D.** DISCUSSION REGARDING THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY MEETINGS

This is a discussion regarding the CRA meeting requirements in accordance with the established Bylaws.

### **13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS**

### **14. ADJOURNMENT**

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Chairperson Sharon Thomas - Vice Chairperson Mark Spence

Commissioner Tydie Causwell - Commissioner Veronica Edwards Phillips - Commissioner Karlene Maxwell-Williams

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
JANUARY 16, 2024 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 2/20/2024

ATTACHMENTS:

Description	Type
 January 16, 2024 Community Redevelopment Agency Meeting Minutes	Minutes



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### COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

City Commission Chambers

January 16, 2024

5:30 PM

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#### 1. CALL TO ORDER

CRA Chairperson Sharon Thomas called the January 16, 2024 Community Redevelopment Agency meeting to order at 5:30 p.m.

#### 2. ROLL CALL

##### PRESENT

Chairperson Sharon Thomas

Vice Chairperson Mark Spence

Board Member Tycie Causwell

Board Member Veronica Edwards Phillips

##### ABSENT

Board Member Karlene Maxwell-Williams

##### ALSO PRESENT

CRA Administrator Treasa Brown Stubbs

CRA Executive Director Celeste Dunmore

CRA Attorney Michael Haygood

CRA Secretary Venice Howard

City Staff

#### 3. MINUTES FROM PREVIOUS MEETING

##### A. DECEMBER 19, 2023 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

Board Member Causwell made a motion to approve the December 19, 2023 CRA Meeting Minutes.

Chairperson Thomas requested a roll call:

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips

Motion passed: 4-0

#### 4. PUBLIC COMMENT (LIMITED TO 2 MINUTES-MUST SIGN IN WITH CLERK)

There were no petitions from the public.

#### 5. EXECUTIVE DIRECTOR REPORT

##### A. REPORT FROM THE CRA EXECUTIVE DIRECTOR



This is a report highlighting the CRA activities and projects during the month of December 2023.

Ms. Dunmore, provided background information and updates on the following projects:

Commerce Park / Somerset Drive - to date, there have been 79 closings. There are still 5 homes left for sale.

Cassia Commons - There are 4 perspective applicants and they are moving forward with the Purchase Assistance Program.

Lauderdale Lakes Community Redevelopment Agency CIP Master Plan - Inspire Placemaking Collective, Inc. was selected and has commenced services. The recommended projects will be presented as part of the plan modification process through the appropriate public meetings.

Community Policing Initiative - Communication has been sent by the CRA Administrator to Broward Sheriff's Office representatives for their review the program design and input.

Somerset Drive Roundabout Project - The project is 40% complete. The roundabout will be completed by February 2024.

Trailhead Park Project - The project is approximately 80% complete and the project completion date is March 29, 2024.

Board Member Edwards Phillips stated that she is very excited about the progress of the Purchase Assistance Program.

Vice Chairperson Spence asked if information can be circulated about the completion of the new park.

Ms. Dunmore stated that she will work with the Public Information Office to promote the completion of the new park.

Economic Development Manager, Vielka Buchanan, stated that five business sessions will be facilitated by Service Corps of Retired Executives (SCORE) in FY 2024.

## **6. FINANCE DIRECTOR REPORT**

### **A. CRA RESOLUTION 2024-001 RATIFYING THE CITY MANAGER'S FILING OF THE COMMUNITY REDEVELOPMENT AGENCY'S FISCAL YEAR 2024, PERIOD 2 AND 3 (NOVEMBER AND DECEMBER) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES**

This resolution serves to ratify the November and December 2023 (Period 2 and 3) Financial Activity Report provided by the Financial Services Department.

CRA Attorney Haygood, read CRA Resolution 2024-001 by title:

#### **CRA RESOLUTION 2024-001**

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2024, PERIOD 2 AND 3 (NOVEMBER AND DECEMBER) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES, A COPY IS ATTACHED HERETO AS EXHIBIT A, WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Edwards Phillips made a motion to move CRA Resolution 2024-001 to the floor for discussion.

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Department of Financial Services, Accountant II, Giovanni Stephenson, stated that as of November 30, 2023 the CRA Revenue was less than 1% and the Expenditure was 7%; the CRA tax increment financing receipts are due in December from the City, Broward County, North Broward Hospital District, and Children's Services Council. The City's forbearance repayment to the CRA is budgeted at \$278,000 and the payment will be made in January. The CRA Miscellaneous revenues was \$18,650 year to date as of November 30, 2023; the Expenditures year-to-date include salaries, operating costs, capital, debt and interest payments for the CRA's Obligation Loans #91, and #117. The first payment on Loan #91 was made in October 2023. The CRA Board directed staff to payoff both Note 91 and Note 117. This action has been completed and the CRA's bank balances remain positive for a total of \$15,493,746. The current bank balances have increased compared to the balances of the same period last year (Prior year balance: \$ 11,852,863). As of December 31, 2023, the CRA Revenue is 26% and the Expenditure is 9%. The CRA tax increment financing receipts are due from the City, Broward County, North Broward Hospital District, and Children's Services Council. The revenue has been received for these items. The City's forbearance repayment to the CRA is budgeted at \$278,000 and the final Payment will be made in January. The CRA Miscellaneous revenues is \$50,555 year to date as of December 30, 2023 and this includes revenue received from Pulte homes and interest income. The CRA's bank balances remain positive for a total of \$20,164,157. The current bank balances have increased compared to the balances of the same period last year (Prior year balance: \$14,243,957). The expenditures year-to-date include salaries, operating costs, capital, debt and interest payments for the CRA's Obligation Loans #91, and #117. The CRA Board directed staff to payoff both Note 91 and Note 117. This action has been completed as of November 2023.

Chairperson Thomas stated that she was excited to see the that both Note 91 and Note 117 have been paid off.

Vice Chairperson Spence made a motion to approve CRA Resolution 2024-001.

Chairperson Thomas requested a roll call:

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Motion passed: 4-0

## **7. CHAIRMAN REPORT**

Chairperson Thomas stated that City residents, Mrs. Judy Benjamin and Dr. Lennon recently passed away.

## **8. COMMITTEE REPORTS : STANDING**

## **9. COMMITTEE REPORTS : AD HOC**

## **10. LEGAL REPORT**

There was no report.

## **11. OLD BUSINESS**

## **12. NEW BUSINESS**

### **A. UPDATE ON THE LAUDERDALE LAKES CRA REDEVELOPMENT PLAN MODIFICATION**

This is an update regarding the Lauderdale Lakes CRA Redevelopment Plan Modification. Laura Canary, representative of Inspire Placemaking Collective, Inc, will provide an overview of the

redevelopment plan modification activities.

Ms. Laura Canary, representative of Inspire Placemaking Collective, Inc, provided an overview of the redevelopment plan modification activities. She provided a powerpoint presentation explaining the company's commitment to creating great places, safe streets and thriving communities. Ms. Canary also spoke of the scope of services the company will provide and the schedule of the redevelopment plan.

Board Member Edwards Phillips stated that she was happy to hear that the Inspire Placemaking Collective, Inc. team will be at the City's Black History Month Parade to get feedback from the community.

**B. CRA RESOLUTION 2024-002 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$27,200.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE TO A PROPERTY LOCATED AT 3904 NW 30 TERRACE, LAUDERDALE LAKES FLORIDA 33309**

This resolution approves the execution of an agreement with Drax Investments Properties I LLC to provide Residential Preservation and Enhancement Program funds upon completion of the proposed Residential Preservation and Enhancement Program improvements.

CRA Attorney Haygood, read CRA Resolution 2024-002 by title:

**CRA RESOLUTION 2024-002**

**A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$27,200.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE TO A PROPERTY LOCATED AT 3904 NW 30 TERRACE, LAUDERDALE LAKES FLORIDA 33309; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.**

Board Member Edwards Phillips made a motion to move CRA Resolution 2024-002 to the floor for discussion.

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Ms. Dunmore stated that the adopted Fiscal Year 2024 CRA Budget includes funding for the Residential Preservation and Enhancement Program. Essentially, this program requires a commitment from the property owner for private matching funds to be used for eligible exterior home improvements to the property. The release of funds occur only after project completion, verification of all work funded, verification of all payments to service providers and verification that local building permits are closed-out. The applicant proposes to make improvements totaling \$34,000.00 at 3904 NW 30 Terrace. Upon approval of RPEP requirements, the contributing funds from the Community Redevelopment Agency would not exceed \$27,200.00.

Vice Chairperson Spence stated that he wants the property owner to be aware of the maintenance standards that must be upheld once the project is complete.

CRA Attorney Haygood stated that the owner has been made aware of the maintenance of the property and the need to remain in compliance with the regulations in the City.

Board Member Edwards Phillips made a motion to approve CRA Resolution 2024-002.

Chairperson Thomas requested a roll call:

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Motion passed: 4-0

- C. CRA RESOLUTION 2024-003 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$23,720.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE TO A PROPERTY LOCATED AT 3980 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309

This resolution approves the execution of an agreement with Drax Investments Properties I LLC to provide Residential Preservation and Enhancement Program funds upon completion of the proposed Residential Preservation and Enhancement Program improvements.

CRA Attorney Haygood, read CRA Resolution 2024-003 by title:

#### CRA RESOLUTION 2024-003

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$23,720.00 FOR REIMBURSEMENT PERTAINING TO A PROPERTY LOCATED AT 3980 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Causwell made a motion to move CRA Resolution 2024-003 to the floor for discussion.

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Ms. Dunmore stated that the applicant proposes to make improvements totaling \$29,650.00 at 3980 NW 31 Terrace. Upon approval of RPEP requirements, the contributing funds from the Community Redevelopment Agency would not exceed \$23,720.00.

Board Member Causwell made a motion to approve CRA Resolution 2024-003.

Chairperson Thomas requested a roll call:

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Motion passed: 4-0

- D. CRA RESOLUTION 2024-004 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$27,600.00 FOR REIMBURSEMENT PERTAINING TO A PROPERTY LOCATED AT 4039 NW 31 AVENUE, LAUDERDALE LAKES, FL 33309

This resolution approves the execution of an agreement with Drax Investments Properties I LLC to

provide Residential Preservation and Enhancement Program funds upon completion of the proposed Residential Preservation and Enhancement Program improvements.

CRA Attorney Haygood, read CRA Resolution 2024-004 by title:

#### CRA RESOLUTION 2024-004

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$27,600.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE TO A PROPERTY LOCATED AT 4039 NW 31 AVENUE, LAUDERDALE LAKES FLORIDA 33309; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Edwards Phillips made a motion to move CRA Resolution 2024-004 to the floor for discussion.

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Ms. Dunmore stated that the applicant proposes to make improvements totaling \$34,500.00. Upon approval of RPEP requirements, the contributing funds from the Community Redevelopment Agency would not exceed \$27,600.00.

Board Member Edwards Phillips made a motion to approve CRA Resolution 2024-004.

Chairperson Thomas requested a roll call:

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Motion passed: 4-0

- E. CRA RESOLUTION 2024-005 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$24,320.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE AT A PROPERTY LOCATED AT 4060 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309

This resolution approves the execution of an agreement with Drax Investments Properties I LLC to provide Residential Preservation and Enhancement Program funds upon completion of the proposed Residential Preservation and Enhancement Program improvements.

CRA Attorney Haygood, read CRA Resolution 2024-005 by title:

#### CRA RESOLUTION 2024-005

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$24,320.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE AT A PROPERTY LOCATED AT 4060 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309; DIRECTING AND AUTHORIZING THE

CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Edwards Phillips made a motion to move CRA Resolution 2024-005 to the floor for discussion.

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Ms. Dunmore stated that the applicant proposes to make improvements totaling \$30,400.00 at 4060 NW 31 Terrace. Upon approval of RPEP requirements, the contributing funds from the Community Redevelopment Agency would not exceed \$24,320.00.

Board Member Edwards Phillips made a motion to approve CRA Resolution 2024-005.

Chairperson Thomas requested a roll call:

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Motion passed: 4-0

- F.** CRA RESOLUTION 2024-006 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$27,160.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE AT A PROPERTY LOCATED AT 4130 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309

This resolution approves the execution of an agreement with Drax Investments Properties I LLC to provide Residential Preservation and Enhancement Program funds upon completion of the proposed Residential Preservation and Enhancement Program improvements.

CRA Attorney Haygood, read CRA Resolution 2024-006 by title:

#### CRA RESOLUTION 2024-006

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$27,160.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE AT A PROPERTY LOCATED AT 4130 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Causwell made a motion to move CRA Resolution 2024-006 to the floor for discussion.

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Ms. Dunmore stated that the applicant proposes to make improvements totaling \$33,950.00 at 4130 NW 31 Terrace. Upon approval of RPEP requirements, the contributing funds from the Community Redevelopment Agency would not exceed \$27,160.00.

Board Member Causwell made a motion to approve CRA Resolution 2024-006.



Chairperson Thomas requested a roll call:

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Motion passed: 4-0

- G.** CRA RESOLUTION 2024-007 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$30,120.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE AT A PROPERTY LOCATED AT 4200 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309

This resolution approves the execution of an agreement with Drax Investments Properties I LLC to provide Residential Preservation and Enhancement Program funds upon completion of the proposed Residential Preservation and Enhancement Program improvements.

CRA Attorney Haygood, read CRA Resolution 2024-007 by title:

**CRA RESOLUTION 2024-007**

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$30,120.00 FOR REIMBURSEMENTS PERTAINING TO IMPROVEMENTS MADE AT A PROPERTY LOCATED AT 4200 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Causwell made a motion to move CRA Resolution 2024-007 to the floor for discussion.

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Ms. Dunmore stated that the applicant proposes to make improvements totaling \$37,650.00 at 4200 NW 31 Terrace. Upon approval of RPEP requirements, the contributing funds from the Community Redevelopment Agency would not exceed \$30,120.00

Board Member Causwell made a motion to approve CRA Resolution 2024-007.

Chairperson Thomas requested a roll call:

FOR: Chairperson Sharon Thomas, Vice Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Veronica Edwards Phillips.

Motion passed: 4-0

**13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS**

**14. ADJOURNMENT**

Being that there was no other business to come before the City Commission, the Community Redevelopment Agency meeting adjourned at 6:30 p.m.

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Sharon Thomas, Chairperson

ATTEST:

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Venice Howard, CMC, Secretary



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
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REPORT FROM THE CRA EXECUTIVE DIRECTOR

Summary
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This is a report highlighting the CRA activities and projects during the month of January 2024.

Staff Recommendation
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Background:

(see the monthly CRA Executive Director Report)

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 2/20/2024

ATTACHMENTS:

Description	Type
☐ CRA Executive Director Report - Month of January 2024 1 of 2	Backup Material
☐ CRA Executive Director Report - Month of January 2024 2 of 2	Backup Material



## COMMUNITY REDEVELOPMENT AGENCY EXECUTIVE DIRECTOR REPORT

THIS REPORT CAPTURES THE COMMUNITY REDEVELOPMENT AGENCY'S PROJECTS AND ACTIVITIES UNDERTAKEN DURING THE MONTH OF JANUARY 2024.

### Commerce Park / Somerset Drive

**HISTORICAL BACKGROUND:** On September 5, 2017, the Lauderdale Lakes Community Redevelopment Agency entered into an Agreement of Sale and Purchase with American Land Ventures (ALV), designated site developer, to build single-family homes. The number of homes planned was reduced from 84 to 77 to accommodate on-site drainage. In 2020, the Agreement of Sale and Purchase was subsequently assigned to Pulte Home Company, LLC with approval to build eighty-four (84) single-family homes. The following developmental activities took place over a three year period:

- At the Broward County Planning Council Meeting held on August 24, 2018, the Planning Council approved the recertification of the Future Land Use Plan Element.
- As part of the pre-development process, the CRA facilitated the request to vacate Broward County's utility easement. This required the abandonment of water/sewer lines, along with the removal of fire hydrants. Hinterland Group was selected as the contractor to complete the project and provide as-built drawings. Broward County approved the as-built drawings for the Water and Sewer Lines Abandonment Project. On February 26, 2019, the CRA Board approved the execution of the applications for the vacation petitions and Surface Water Management License.
- The City's Development Review Committee (DRC) met with representatives of American Land Ventures to provide comments on the proposed residential development. Additional information was requested to address comments regarding the proposed models, floor plans, elevations and roofing plan. These matters were addressed and approved by the DRC. The application for Rezoning and Site Plan approval was submitted for Planning and Zoning (P&Z) Board review. The request for site plan approval was heard before the P&Z Board on Thursday, June 27, 2019. The item was tabled with a request to obtain additional information on the Cassia Estates project. The agenda item was approved by the P&Z Board with comments on July 11, 2019. A Commission Workshop was held to discuss the Site Plan and Development Agreement. Discussion ensued regarding drainage, a perimeter wall and related matters. As a result, a new set of drawings had to be submitted to incorporate the revisions. The Mayor and Commissioners approved the Site Plan and Development Agreement on September 10, 2019. At the Broward County Commission Meeting held on Tuesday, December 3, 2019, the vacation of easement request pertaining to Somerset Plaza Plat was approved. CRA Board approved execution of the South Florida Water Management District Water Use Permit. At the CRA Board Meeting held on Tuesday, December 17, 2019, the American Land Ventures representative shared information on homes built by the PulteGroup and subsequently assigned the existing contract to the PulteGroup. The vacation of easement request for Tri-City Plat was approved at the County Commission Meeting on January 7, 2020. The Community Redevelopment Agency closed on the property with Pulte Home Company, LLC. on January 14, 2020.
- The Pulte Home Company, LLC representatives presented the Cassia Estates project, to the members of the P&Z Board, for final Site Plan approval. A favorable recommendation was received by the P&Z Board. The City Commission approved the Site Plan and Development Agreement with Pulte Home Company, LLC to construct 84 single family homes.
- Cassia Estates was posted on Pulte Homes' website. The wall was installed. The models were constructed. Quick Move-In Homes were part of the project.
- Interested individuals were able to join the VIP Interest List to be the first to hear about upcoming milestones, special events and promotions. Pulte Homes participates in the Hometown Heroes program whereby prospective homeowners can receive an incentive for purchasing a new Pulte home.
- In support of the initial Memorandum of Understanding, an update on the project was sent to the Housing Foundation of America and Neighborhood Housing Services representative. The CRA is working with Pulte Homes to seek attainable housing opportunities.

### **Update:**

- To date, there have been 79 closings.

## **Educational and Cultural Center Programming**

- The Community Redevelopment Agency through the Business First! Initiative is designed to provide resources, training and networking opportunities at the Educational and Cultural Center (ECC) in partnership with the City of Lauderdale Lakes. The Lauderdale Lakes ECC is an entrepreneurial hub to provide those services and host activities. In fiscal year 2023, business programs were hosted in the ECC, along with virtual business sessions. Four business sessions were facilitated by the Service Corps of Retired Executives (SCORE) in FY2023. Five business sessions will be facilitated by SCORE in FY2024.

### **Update:**

- **Information regarding future initiatives will be shared by the Economic Development Manager.**

## **Commercial Facade Improvement Program (CFIP)**

The Commercial Facade Improvement Program is designed specifically to improve commercial properties in the CRA target area. Such improvements must contribute to the revitalization of the CRA District in a manner that encourages investment, increases occupancy and positively impacts property values. A modified Commercial Facade Improvement Program Design was approved and mailed to commercial property owners. The Commercial Facade Improvement Program Agreement between the Lauderdale Lakes CRA and the Lauderdale Lakes Industrial Park (LLIP) was authorized and executed on November 29, 2018. The Lauderdale Lakes Industrial Park Project started the permitting process in February 2019. A letter was sent by the LLIP representative requesting an extension to June 2019, February 2020, November 2020, January 2021 and February 2021. In March 2021, the project was complete. Three (3) property owners have continued to express interest in submitting a CFIP application.

The CRA Board approved Saltz Michelson Architects to develop architectural design standards for the commercial corridor. The planning staff served as the Project Manager. A meeting was held with a group of property owners to discuss and obtain feedback on design standards. In collaboration with the stakeholders and city representatives, the manual was developed. The Architectural Design Standards Manual was approved by the CRA Board. The Architectural Design Standards Manual is available for review on the website. Additional information has been shared with commercial property owners that wish to redevelop properties within the CRA District. Two commercial facade improvement program applications were approved. Staff is working with prospective program applicants that have expressed interest. The program design was modified to include funding for architectural services. Communication was sent out to property owners.

### **Update:**

- Staff is working with owners that have expressed interest in submitting an application.

## **Northwest 31 Avenue (including adjacent roads)**

The NW 31 Avenue Corridor has been the focus of numerous community planning initiatives over the past decade.

- NW 31 Avenue Overlay District (*Tanya Davis Hernandez, Fernando Leiva and Stephen Smith*)  
On January 17, 2019, a Commission Workshop was held to discuss the NW 31 Avenue Neighborhood Enhancement Project designed to adopt standards related to property maintenance, storage, vehicular parking and landscaping. The City developed provisions that are unique to the targeted area. Subsequently, the Planning and Zoning Board approved the NW 31 Avenue Overlay District regulations on September 24, 2020. The NW 31 Avenue Overlay District regulations were approved at the Commission Meeting on October 13, 2020 (First Reading) and October 27, 2020 (Second Reading).
- CRA Residential Preservation and Enhancement Program (RPEP) (*Celeste Dunmore*)  
The Program Design, including home improvement options, was presented to the CRA Board for review in October 2019. The City's NW 31 Avenue Overlay District was approved on October 27, 2020. The Program Design was approved in January 2021. The contractual documents were approved in February 2021 and subsequently amended. The program was launched in March 2021. Staff sent out communication to property owners and a sign was installed in the area. The CRA Board approved the allocation of funds for nine properties. The RPEP Notice to Proceed was issued for 7 out of 9

properties. Two recipients did not want to adhere to the adopted NW 31 Avenue Zoning District regulations within the program cycle. One recipient did not seek funding.

- There was a delay due to unexpected circumstances (*i.e. material shortages*). Support was provided from the CRA Board to allow the submission of applications throughout the fiscal year. The original six program files for the loan recipients are now closed. There are pending funding requests.

**Update:**

- The property owners are working on the applications and obtaining supporting documents.

**Town Center Master Plan Development**

One of the redevelopment objectives is to create a vibrant transit oriented mixed-use district designed as a compact and walkable town center that provides the social, cultural and commercial focus for existing and future residents. The facilitation of new development could result from adding new retail in underutilized commercial spaces and vacant land. Staff coordinated introductory meetings with property owners to share the redevelopment goals of the Lauderdale Lakes Community Redevelopment Agency.

The Commercial Facade Improvement Program and Development Assistance Program was presented to developers, property owners and related corporate representatives. Staff continued to identify and promote funding opportunities to achieve the CRA's redevelopment goals. The Retail Strategies LLC representatives, hired by the City of Lauderdale Lakes to support real estate transactions for retail and other establishments, created a marketing plan that can be used for business recruitment efforts. The CRA Board approved the amended Development Assistance Program which is now available on the website.

**Update:**

- Viable projects will be presented through the regulatory planning process.

**Lauderdale Lakes Community Redevelopment Agency CIP Master Plan**

The Redevelopment Plan focuses on six plan elements (Corridors, Gateways, Community Amenities, Redevelopment Opportunities, Industrial Park and Residential Preservation and Enhancement). The CRA has invested in capital improvement projects that are in alignment with those elements. From a budgetary perspective, staff has conducted an ongoing review of capital improvement strategies, project costs, anticipated tax increment revenue and related factors. A work program was needed to ensure efficient allocation of resources for projects and successful completion of the projects.

The CRA staff worked with a consultant to prepare a Capital Improvement Program (CIP) Master Plan by evaluating the existing projects, identifying costs associated with new projects and developing a strategic funding strategy over a three year period. The proposed projects that were accepted by the CRA Board to incorporate in the plan are NW 31 Avenue Buffer Wall, Westgate (South) Streetscape, NW 30 Terrace Roadway Improvement, Comprehensive Signage, Trailhead Park (existing) and Somerset Drive Roundabout (existing). Once adopted in the Redevelopment Plan, staff will move into project implementation. Concepts were accepted by the CRA Board. Thereafter, the CIP Master Plan was presented for discussion in November 2021. A request to modify the CRA Plan will be conducted in accordance with Florida Statute 163.361. The CIP Master Plan projects will be considered for adoption simultaneously during the CRA Plan Update process. Additional areas of focus include plans for CRA properties, renewable energy sources and commercial art.

The Redevelopment Plan Modification solicitation was released. The Request for Proposal solicitation was subsequently revised and rebid. Written evaluations and Oral presentations were conducted for three firms with the highest scores.

**Update:**

- **Inspire Placemaking Collective, Inc has commenced services.** The recommended projects will be presented as part of the plan modification process through the appropriate public meetings.

## **Revenue/Loss Programming Update – Support to Businesses in CRA**

Over the years, staff has expanded outreach to communicate directly with business owners, provide information on available business resources (i.e. grants and loans) and promote virtual sessions focused on economic recovery. The CRA Administration continues to provide information to businesses, particularly those businesses that were impacted by the pandemic. Staff assessed the economic state of the business community. Funds associated with the American Rescue Plan Act were available to businesses. CRA provided technical support. Programs have been developed and/or revised to expand access to funds. To date, projects include the Business Rent and Utilities Assistance Program, Safe and Clean Restaurant Assistance Program, Commercial Property (Interior/Exterior) Improvement Program and Marketing Consultant Assistance Program. Status reports are presented through the City Manager and Financial Services.

## **Business and Other CRA Related Activities**

- 1-31/2024 Met with various business representatives to discuss the CRA
- 1/05/2024 Held meeting with firm regarding redevelopment plan modification
- 1/11/2024 Discussed Cassia Commons firm with the developer's staff
- 1/16/2024 Met with project team for CRA Redevelopment Modification

**[See the attached Project Update – Page 2 of 2]**

## **ADOPTED RESOLUTIONS / CONSENSUS ITEMS:**

**CRA RESOLUTION 2024-001** RATIFYING THE CITY MANAGER'S FILING OF THE COMMUNITY REDEVELOPMENT AGENCY'S FISCAL YEAR 2024, PERIOD 2 AND 3 (NOVEMBER AND DECEMBER) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES

**CRA RESOLUTION 2024-002** AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$27,200.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE TO A PROPERTY LOCATED AT 3904 NW 30 TERRACE, LAUDERDALE LAKES FLORIDA 33309

**CRA RESOLUTION 2024-003** AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$23,720.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE TO A PROPERTY LOCATED AT 3980 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309

**CRA RESOLUTION 2024-004** AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$27,600.00 FOR REIMBURSEMENT PERTAINING TO A PROPERTY LOCATED AT 4039 NW 31 AVENUE, LAUDERDALE LAKES, FL 33309

**CRA RESOLUTION 2024-005** AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$24,320.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE AT A PROPERTY LOCATED AT 4060 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309

**CRA RESOLUTION 2024-006** AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$27,160.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE AT A PROPERTY LOCATED AT 4130 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309

**CRA RESOLUTION 2024-007** AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND DRAX INVESTMENTS PROPERTIES I LLC FOR AN AMOUNT NOT TO EXCEED \$30,120.00 FOR REIMBURSEMENT PERTAINING TO IMPROVEMENTS MADE AT A PROPERTY LOCATED AT 4200 NW 31 TERRACE, LAUDERDALE LAKES, FLORIDA 33309

# CRA EXECUTIVE DIRECTOR MONTHLY REPORT – (Project Update – As of February 1, 2024)

Item #	Project Manager	Project Name	Project Description	Project Phase	Approx. Total Allocation	Estimated Start Completion Date	Status Update
<b>Community Redevelopment Agency Projects</b>							
1	Ronald Desbrunes (PW)	Trailhead Park Project	Development of the Trailhead Park	Construction	<b>CONSULTANT</b> \$4,950 (3-D Model) + \$25,000 (Construction Plan)  <b>CONTRACTOR</b> \$448,264.49 + 37,119.20 (Rev. \$485,383.69)	<b>COMPLETE</b> 3D Model December 2020  Projected Construction <u>Completion</u> <b>March 2024</b>	<u>Kimley Horn and Associates (KHA)/Unitec, Inc</u> CRA Board approved the general scope on 12/18/18. A design build solicitation was approved. Professional services for design followed by a separate solicitation for construction was recommended, in lieu of the proposed design-build solicitation. Kimley-Horn and Associates was approved to provide professional services. The construction plans were completed. A 3-D image of the proposed park was developed. The Site Plan Application was approved by the City. Bids were received in April 2021. The CRA Board approved Unitec, Inc. as the contractor. The project is in the permitting phase. The consultant resubmitted the Surface Water Management License application documents to Broward County. Approval was granted by Broward County. Documents were approved from the City of Lauderdale Lakes to proceed with the project. The construction fence, sign, playground amenities and wall were installed. An increase in the contractual amount was approved by the Board in December 2023. The project is approximately 80% complete. The project completion date is March 29, 2024.
2	N/A	Trailhead Park Mural and Enhancement Project	Installation of Mural and Pedestal in the Trailhead Park	Design	<b>CONSULTANT</b> \$93,925 (Outreach /Artwork)	<u>Projected</u> <u>Completion and</u> <u>Installation</u> <b>February 2024</b>	<u>George Gadson Studios</u> CRA Board approved George Gadson, Artist, to design an art mural at the Trailhead Park with input from public outreach meetings. The CRA Board approved the concept. The artist worked with the contractor. The CRA Board did not oppose an extended design presented in February 2023. <b>Additional items are needed for the mural.</b>

3	N/A	CRA CIP Master Plan	Development of CIP Master Plan	Procurement	<b>CONSULTANT</b> \$58,200 (CIP Master Plan)	<b>COMPLETE</b> Design/Plans November 2021  Projected Plan Modification <u>Completion</u> <b>Sept 2024</b>	<u>Kimley Horn and Associates (KHA)/Inspire Placemaking Collective Inc</u> CRA Board approved professional services with Kimley Horn and Associates. The CRA Board reviewed the proposed CIP Plan. The document outlining the scope of services were submitted for review. The Redevelopment Plan Modification Request for Proposal (RFP) solicitation was released. The Redevelopment Plan Modification RFP was revised and rebid. The firms were shortlisted and oral presentations were conducted. At the October 17, 2023 meeting, the CRA Board approved Inspire Placemaking Collective Inc as recommended by the Committee. An introductory meeting was held in December 2023 with Inspire Placemaking Collective Inc representatives. Currently, the firm is collecting general data, assessing the district and preparing for outreach activities. <b>The online platform will be launched in February 2024. The public meeting is scheduled in March 2024.</b>
4	Ronald Desbrunes (PW)	Somerset Drive Roundabout Project	Installation of the roundabout and associated improvements on Somerset Drive	Construction	<b>CONSULTANT</b> \$82,820 (Design) + \$5,310 (First Modification) + \$53,080 (Consultant - Construction Phase)  <b>CONTRACTOR</b> \$1,086,195 + \$54,309.75 (Rev.\$1,140,504.75)	<b>COMPLETE</b> Design/Plans May 2022  Projected Construction <u>Completion</u> <b>February 2024</b>	<u>Craven Thompson &amp; Associates/Sagaris Corp.</u> The CRA Board approved the professional service agreement. The Board selected ledgestone with pavers and two tiered landscaping. The Agreement was modified to include landscaping and construction management. The civil engineering permit was obtained. In the meantime, staff awaited the end of the Broward County UAZ project. Plans were resubmitted to Broward County to incorporate changes from the proposed Cassia Commons development. The Invitation to Bid solicitation was released. The CRA Board approved Sagaris Corp. A review of the project and adjustments was conducted by all parties. The NOC and NTP were issued. The project is underway to include installing conduits, improving medians and framing the roundabout. <b>The project is 45% complete.</b>

# CITY OF LAUDERDALE LAKES

## Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

### Title

CRA RESOLUTION 2024-008 RATIFYING THE CITY MANAGER’S FILING OF THE AGENCY’S FISCAL YEAR 2024, PERIOD 4 (JANUARY) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY’S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES

### Summary

This resolution serves to ratify the January 2024 (Period 4) Financial Activity Report provided by the Financial Services Department.

### Staff Recommendation

#### Background:

The intended purpose of this agenda item is to provide for the Financial Reporting as required under Ordinance No. 2011-22;

#### Section 82-304 – Financial Reporting

The city shall provide for the ongoing generation and utilization of financial reports on all funds comparing budgeted revenue and expenditure information to actual on a monthly and year-to-date basis. The Financial Services Department shall be responsible for issuing the monthly reports to departments, the Mayor and City Commission, and provide any information regarding any potentially adverse trends or conditions.

Staff recommends the CRA Board of Directors accept the filing of the City’s Fiscal Year 2024 Financial Activity Report for the month of January 2024 (Period 4).

#### Funding Source:

Not Applicable

#### Fiscal Impact:

N/A

**Sponsor Name/Department:** Asheley A. Hepburn, MPA –Director, Financial Services Department

**Meeting Date:** 2/20/2024

#### ATTACHMENTS:

Description	Type
❑ Resolution 2024-008 CRA Executive Summary and Financial Report January 2024	Resolution
❑ CRA Executive Summary and Financial Report January	Financial Activity Report



## CRA RESOLUTION 2024-008

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2024, PERIOD 4 (JANUARY) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES, A COPY IS ATTACHED HERETO AS EXHIBIT A, WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager's Office, through an Interlocal Agreement is responsible for monitoring the financial affairs of the Agency; and

WHEREAS, the City Manager's Office has recommended, and the Commissioners of the Agency have accepted such recommendation that the fiscal affairs of the Agency should be conducted in a manner which is open and transparent; and

WHEREAS, in furtherance of the principal of such openness and transparency, the Financial Services Department will make monthly reports of the financial affairs of the Agency to the Commissioners of the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. RATIFICATION: The Commissioners of the Agency hereby ratify the City Manager's filing of the Agency Fiscal Year 2024, Period 4 (January) Financial Activity Report, as prepared by the Department of Financial Services.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING HELD FEBRUARY 20, 2024.

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SHARON THOMAS,  
CHAIRPERSON

ATTEST:

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VENICE HOWARD, MPA, CMC, SECRETARY

VOTE:

Chairperson Sharon Thomas	____(For)	____(Against)	____(Other)
Vice Chairperson Mark Spence	____(For)	____(Against)	____(Other)
Commissioner Tycie Causwell	____(For)	____(Against)	____(Other)
Commissioner Veronica Edwards Phillips	____(For)	____(Against)	____(Other)
Commissioner Karlene Maxwell-Williams	____(For)	____(Against)	____(Other)

# **CRA Monthly Financial Summary**

## **As of January 31, 2024**

**33% of year elapsed**  
**Data as of: 2/07/2024**

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### **CRA Revenue 28%; Expenditure 9%**

- CRA tax increment financing receipts are due from the City, Broward County, North Broward Hospital District, and Children's Services Council. Revenue has been received for these items.
- City's forbearance repayment to the CRA is budgeted at \$278,000. Final Payment was made in January.
- The CRA Miscellaneous revenues \$57,401 year to date as of January 31, 2024. Includes revenue received from Pulte homes and interest income.
- Expenditures year-to-date include salaries, operating costs, capital, debt and interest payments for the CRA's Obligation Loans #91, and #117. The CRA board directed staff to payoff both Note 91 and Note 117. This action has been completed as of November 2023.
- Summary of Budget vs. Actual:
  - **Personnel Expenditures** are less than the budget. Actuals are 15% of the budget through January 31, 2024. There are four (4) positions: Executive Director, Economic Development Manager, Administrative Coordinator, Staff Assistant (vacant), and City Manager/CRA Administrator.
  - **Operating Expenditures** are less than the budget. Overall Operating Expenses are less than 1% of the budget through January 31, 2024.
  - **Capital Expenditures** are less than the budget. Overall actual Capital Expenses are 9% of the budget through January 31, 2024.
  - **Debt Expenditures** are on target based upon scheduled debt payments. Overall actual Debt Expenditures are 98% of the budget through January 31, 2024. The actuals include 1<sup>st</sup> and 2<sup>nd</sup> payments for both Note 91 and Note 117.

### **CRA Cash Management**

- CRA's bank balances remain positive for a total of \$20,459,827 (Bank of America, and Truist)
- Current bank balances have increased compared to the balances of the same period last year (Prior year balance: \$ 14,243,957).

### **CRA Projects/Initiatives**

- Executive Director will discuss the projects and initiatives.

**CRA Budget Transfers/Amendments.** None at this time.

# CITY OF LAUDERDALE LAKES

## FY 2024 Financial Report as of 1/31/2024

### (33% of year elapsed)

## Community Redevelopment Agency (CRA)

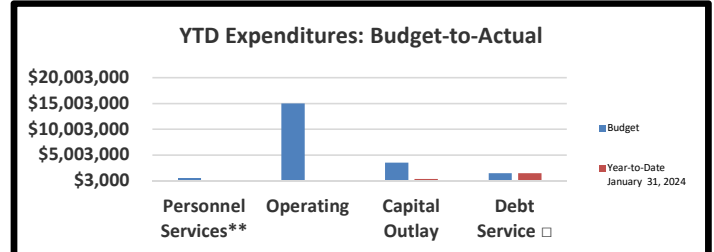
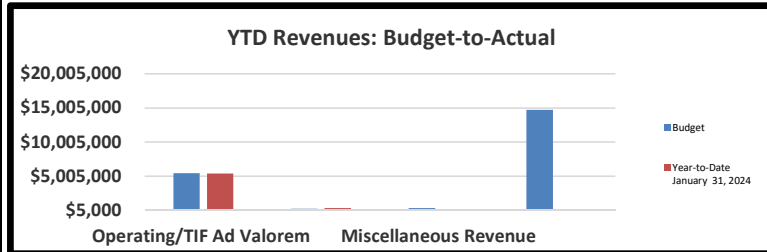
109 CRA Trust Fund Revenues	Budget	Year-to-Date January 31, 2024	% Credited
Operating/TIF Ad Valorem	\$5,411,607	\$5,355,830	99.0%
Forbearance Agreement	\$210,000	\$278,031	132%
Miscellaneous Revenue	\$294,000	\$57,401	20%
Reappropriated Trust Fund Balance	\$14,728,946	\$0	0%
<b>Total</b>	<b>\$20,644,553</b>	<b>\$5,691,262</b>	<b>28%</b>

109 CRA Trust Fund Expenses	Budget	Year-to-Date January 31, 2024	% Spent
Personnel Services**	\$503,357	\$102,421	20%
Operating	14,959,070.45	\$58,750	0%
Capital Outlay	\$3,473,105	\$306,119	9%
Debt Service □	1,459,020.55	\$1,429,244	98%
Non-Operating	\$250,000	\$0	0%
<b>Total</b>	<b>\$20,644,553</b>	<b>\$1,896,533</b>	<b>9%</b>

\*\*Includes cell & auto allowances

□ There are 2 debt obligations, each requires 2 payments annually



**Note(s):**

- The TIF Ad valorem revenue budgeted from the City (\$2.876mill.), Broward County (\$1.851 mill.), Children's Svcs Council (\$150K), and N. Broward Hosp District (\$478K).

- Forbearance payment paid by the City - \$278,000

- Debt Service payments for FY 2024:

Note 91: Final Payment completed

Note 117: Final Payment completed

- Personnel: There are four positions: Executive Director, Economic Development Manager, Administrative Coordinator, and Staff Assistant (vacant & unfunded)

Next Debt Service Payment:	Principal Bal. as of January 31, 2024:
N/A	\$0
N/A	\$0

Additional Revenue Due to CRA Trust Fund		Cash Management	
\$2,568,031	Forbearance Agreement	\$20,215,154	Accounts - Bank of America
(\$2,568,031)	Payments to date	\$244,673	Accounts - Truist
\$0	Balance as of 1/31/2024	\$20,459,827	CRA Trust Fund

•final payment: January 2026

\*Data as of 2/07/2024

### Budget Amendment(s) as of January 31, 2024

None

**Asheley Hepburn, MPA**

Director, Financial Services

**2/07/2024**

Date

I/We certify the information provided to be true and accurate to the best of my/our knowledge.

Amounts subject to adjustments according to GAAP/GASB guidelines. Data does not include encumbrances.

# CITY OF LAUDERDALE LAKES

## Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

### Title

CRA RESOLUTION 2024-009 AUTHORIZING THE EXECUTION OF THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM DEVELOPMENT AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND M-LASIK LLC ATTACHED HERETO AS EXHIBIT A; ALLOCATING FUNDING UP TO \$57,424.40

### Summary

This resolution approves the execution of an agreement with M-Lasik LLC to provide Commercial Facade Improvement Program funds upon completion of the proposed commercial facade improvement project.

### Staff Recommendation

#### Background:

The adopted Fiscal Year 2024 Community Redevelopment Agency (CRA) Budget includes funding for the Commercial Facade Improvement Program. This program requires the submittal of a completed application, compliance with architectural design guidelines and a commitment from the property owner for private matching funds on a one-to-one public/private ratio to be used only for eligible exterior improvements to the property. The release of funds occurs after project completion, verification of all work funded, verification of all payments to contract service providers and verification that building permits are closed-out.

An application was received from the owner of the M-Lasik LLC located at 4300 West Oakland Park Boulevard requesting funds to complete a major project. The total project cost is \$111,848.79 based on the lowest bid submitted by contractors. Architectural service cost incurred for the concept is \$1,500. The improvements that are eligible for Commercial Facade Improvement Program funds are as follows:

- Painting (repainting of the building facade)
- Reconstruction/Redesign (replacement of the existing roof)

The proposed allocation of funds from the Community Redevelopment Agency is a maximum of \$57,424.40 for the abovementioned improvements and architectural service (concept). This Resolution serves to enter into a contractual agreement and authorize the release of funds totaling up to \$57,424.40 upon fulfillment of the established program guidelines.

#### Funding Source:

Increment Revenue

#### Fiscal Impact:

The financial impact is up to \$57,424.40.

**Sponsor Name/Department:** Celeste Dunmore, CRA Executive Director

**Meeting Date:** 2/20/2024

#### ATTACHMENTS:

Description	Type
❑ CRA Resolution 2024-009 approving Commercial Facade Improvement Program agreement with M-Lasik LLC	Resolution
❑ Exhibit A to CRA Resolution 2024-009 - M-Lasik LLC - Commercial Facade Improvement Program	Exhibit
❑ Exhibit A to Agreement - M Lasik LLC - Commercial Facade Improvement Program	Exhibit
❑ Exhibit B to Agreement - M-Lasik LLC Commercial Facade Improvement Program	Exhibit
❑ Background - Memorandum of Agreement - M Lasik Commercial Facade Improvement Program	Backup Material
Background - Promissory Note - M-Lasik, LLC Commercial	



## CRA RESOLUTION 2024-009

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM DEVELOPMENT AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND M-LASIK LLC ATTACHED HERETO AS EXHIBIT A; ALLOCATING FUNDING UP TO \$57,424.40; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lauderdale Lakes Community Redevelopment Agency (the “Agency”) was established pursuant to Part III, Chapter 163, Florida Statutes, and the powers there under delegated by Broward County; and

WHEREAS, by Resolution No. 02-205, the City Commission of the City of Lauderdale Lakes adopted a community redevelopment plan (the “Plan”) for the Community redevelopment area as fully described in that Resolution (the “Community Redevelopment Area”); and

WHEREAS, the Agency established a commercial facade renovation program to encourage the exterior renovation of privately owned commercial use properties in the Community Redevelopment Area by offering matching public funds for selected projects; and

WHEREAS, the M-Lasik LLC (the “Owner”), is the owner of property, located at 4300 West Oakland Park Boulevard, Lauderdale Lakes Florida 33313 in the Community Redevelopment Area and has submitted an application for the renovation pursuant to the Commercial Facade Improvement Program which was approved the CRA; and

WHEREAS, the CRA has determined that it is in the public interest and in furtherance of the Plan to approve Commercial Facade Improvement Program Agreement with the Owner and an allocation not to exceed \$57,424.40 to be awarded for program approved expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION, DIRECTION: The Chairperson and the Secretary are hereby authorized and directed to execute the Commercial Facade Improvement Program Development Agreement substantially in the form attached hereto as Exhibit A.

Section 4. AUTHORIZATION AND DIRECTION: The Chairperson, Secretary and the Executive Director of the CRA, on behalf of the CRA, are each hereby authorized to take such steps as shall be necessary and proper to carry out the purposes hereof.

Section 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING  
HELD ON FEBRUARY 20, 2024.



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SHARON THOMAS, CHAIRPERSON

ATTEST:

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VENICE HOWARD, CMC, SECRETARY

**VOTE:**

Chairperson Sharon Thomas	_____	(For)	_____	(Against)	_____	(Other)
Vice-Chairperson Mark Spence	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Tycie Causwell	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Karlene Maxwell-Williams	_____	(For)	_____	(Against)	_____	(Other)

**COMMERCIAL FAÇADE IMPROVEMENT PROGRAM  
DEVELOPMENT AGREEMENT**

**THIS COMMERCIAL FACADE IMPROVEMENT PROGRAM DEVELOPMENT AGREEMENT** (this "Agreement"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 ("Agreement Date") by and between the **LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency"), and **M-LASIK LLC**, a Florida limited liability company (the Developer).

**RECITALS**

WHEREAS, the Lauderdale Lakes Community Redevelopment Agency (the "Agency") was established pursuant to Part III, Chapter 163, Florida Statutes, and the powers there under delegated by Broward County; and

WHEREAS, by Resolution No.02-205, the City Commission of the City of Lauderdale Lakes adopted a community redevelopment plan (the "Plan") for the community redevelopment area as fully described in that Resolution (the "Community Redevelopment Area"); and

WHEREAS, the Agency established a commercial façade improvement program to encourage the exterior improvement of privately owned commercial use properties in the Community Redevelopment Area by offering matching public funds for selected projects; and

WHEREAS, the Developer, is the owner of a building located at 4300 West Oakland Park Boulevard, Lauderdale Lakes Florida 33313 which is within the Community Redevelopment Area, more particularly described in Exhibit "A" (the "Property") and has submitted an application for the renovation pursuant to the

commercial façade improvement program which was approved the CRA (the “Project”); and

WHEREAS, all funds are paid based upon a match of 50% by the property owner and on a reimbursement basis only; and

WHEREAS, the CRA has determined that it is in the public interest and in furtherance of the Plan to approve Commercial Facade Improvement Program Loan Agreement with the Developer.

**WHEREAS**, the Developer represents and warrants to Agency that Developer, and its principals, are skilled in the development and operation of commercial shopping center developments and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

## **ARTICLE ONE**

### **INCORPORATION OF RECITALS**

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this **Article One**, and constitute findings,

representations and agreements of the Agency and of the Developer according to the tenor and import of the statements in such Recitals.

## **ARTICLE TWO**

### **FAÇADE IMPROVEMENTS**

The Agency and the Developer agree to cooperate in implementing façade improvements in accordance with the plans and specifications approved by Agency attached hereto and ultimately reasonably approved by the City of Lauderdale Lakes Building Department. The Application for Funding submitted by Borrower and the Architectural Design Standards Manual are hereby restated herein, and the same are hereby incorporated by reference and made a specific part hereof.

## **ARTICLE THREE**

### **AGENCY COVENANTS AND AGREEMENTS**

**3.1 Agency's Redevelopment Obligations.** The Agency shall have the obligations set forth herein in connection with the Project. Notwithstanding said obligations, this Agreement shall not constitute a debt of the Agency within the meaning of any constitutional statutory provision or limitation.

**3.2 Façade Work Completion and Payment.** At such time as the façade work is completed by Developer in accordance with the plans and specifications agreed to by the parties and compliance with all provisions of this agreement, Agency agrees to pay to Developer up to Fifty Seven Thousand Four Hundred Twenty Four and 40/100 Dollars (\$57,424.40). The Funding shall be used solely for the purposes of exterior demolition, constructing façade improvements and project expenses, which

are more particularly described in Exhibit “B”. Agency shall pay all eligible sums on a reimbursement basis. To be eligible for reimbursement, such expenses must have been incurred by the Developer after the date of the contract execution.

**3.3 Rights Subordinate to Developer Financing.** The Agency understands and agrees that the Agency’s rights hereunder are subordinate to the rights contained in the mortgage currently of record against the Property, Agency’s rights hereunder shall at all times be subordinate to any current. This subordination shall be self operative, however the Agency agrees to execute, within ten (10) days after written request from time to time, such usual and customary subordination agreements required by said lender.

## **ARTICLE FOUR**

### **DEVELOPER’S COVENANTS AND AGREEMENTS**

**4.1 Developer’s Redevelopment Obligations.** Developer covenants and agrees to construct, or cause to be constructed, façade improvements on the Property no later than June 20, 2024, subject to matters of Force Majeure, unless an extension is granted by the Agency. Developer shall contribute not less than One hundred Thirteen Thousand Three Hundred Fourty Eight and 79/100 Dollars (\$113348.79) in matching funds to be used for the costs of the facade improvements and eligible architectural service.

**4.2 Compliance with Applicable Laws.** Developer warrants that it shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to

the Project shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision, planned development codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Agency and the City of Lauderdale Lakes ('City').

**4.3 Maintenance of Façade.** Developer agrees to maintain the façade improvements in good condition and repair for a period of 3 years from the date of completion, normal wear and tear excepted.

**4.4 Fees and Expenses.** Developer shall pay all City imposed fees, including but not limited to permit, inspection, and review fees that are assessed on a uniform basis throughout the City and are of a general applicability to all other property in the City. Said payments shall be made as directed by the applicable City code or policy.

Developer's failure to pay the fees and expenses described in this **Section**, or elsewhere in this Agreement, shall constitute an Event of Default hereunder.

**4.5 Restrictions on Future Financing.** Developer agrees not to use the Property as collateral for any other project or development of Developer until the three year façade maintenance period has expired.

**4.6 Agreement Termination Date.** The parties agree to record a memorandum of understanding at time of façade completion which document shall state the date of expiration of Developer's obligations under this Agreement (the "Termination Date"). As of the Termination Date, this Agreement shall be null and void and of no

further effect.

## **ARTICLE FIVE**

### **ADDITIONAL COVENANTS OF DEVELOPER**

**5.1 Developer Existence.** Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as Florida limited liability company authorized to do business in Florida, so long as Developer has any other remaining obligation pursuant to the terms of this Agreement.

**5.2 Indemnification.** Developer (use of the term "Developer" herein includes successors and assigns), agrees to indemnify, defend and hold the Agency, Mayor, Agency Commissioners, Agency Manager, officers, agents and employees (hereinafter "Indemnified Parties") harmless from and against any losses, costs, damages, liabilities, claims suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Indemnified Parties which are caused as a result of:

- a. the failure of Developer to comply with any of the terms, covenants or conditions of this Agreement which Developer is obligated to comply with; or
- b. the failure of Developer or any of Developer's contractors to pay contractors, subcontractors or materialmen in connection with the Project; or
- c. material misrepresentations or omissions of Developer relating to the Project, financials or this Agreement which are the result of information supplied or omitted by Developer or by its agents, employees, contractors or persons acting

under the control or at the request of Developer; or

d. the failure of Developer to cure any material misrepresentations or omissions of Developer in this Agreement relating to the Project within the applicable cure provisions of this Agreement; or

e. any claim or cause of action for injury or damage brought by a third party arising out of the construction or operation of the Project by Developer; or

f. any violation by Developer of local ordinance, state or federal laws, in connection with the offer and sale of interests in the Developer or any part of the Property.

g. The occurrence of an Event of Default by Developer.

The provisions of this **Section** shall not apply to a loss which arises out of (in whole or in part) intentional misconduct or negligence on the part of any Indemnified Party providing this information, but only to the extent that such Indemnified Parties' misconduct or negligence or misinformation contributed to the loss, or that the loss is attributable to such Indemnified Parties' misconduct or negligence or misinformation.

## **ARTICLE SIXTH**

### **REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

**6.1 Organization and Authorization.** Developer is a Florida limited partnership



authorized to do business in Florida and existing under the laws of the State of Florida, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.

**6.2 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or results in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or

any of its venturers is bound.

## **ARTICLE SEVEN**

### **REPRESENTATIONS AND WARRANTIES OF THE AGENCY**

The Agency represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

**7.1 Organization and Agency.** The Agency is a body corporate and politic duly organized and validly existing under the law of the State of Florida has all requisite corporate power to enter into this Agreement.

**7.2 Authorization.** The execution, delivery and the performance of this Agreement and the consummation by the Agency of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Agency, (ii) require no other consents, approvals or authorizations on the part of the Agency in connection with the Agency's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Agency is subject.

**7.3 Litigation.** To the best of the Agency's knowledge, there are no proceedings pending or threatened against or affecting the Agency or the Community Redevelopment Area in any court or before any governmental entity which involves the possibility of materially or adversely affecting the ability of the Agency to perform its obligations under this Agreement.

## **ARTICLE EIGHT**

### **EVENTS OF DEFAULT AND REMEDIES**

**8.1 Developer Events of Default.** The following shall be Events of Default with respect to this Agreement:

a. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Agency pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default, within fifteen (15) days after written notice from the Agency.

b. Default by Developer for a period of fifteen (15) days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Developer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and Developer, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

c. Default by Developer in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured

within said fifteen (15) days and the Developer, within said fifteen (15) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice

d. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

e. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

f. Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than

thirty (30) days for any reason other than Force Majeure.

g. Developer fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the improvements contemplated by this Agreement.

h. A representation or warranty of Developer is not true for a period of fifteen (15) days after written notice from the Agency.

**8.2 Agency Events of Default.** The following shall be Events of Default with respect to this Agreement:

a. if any material representation made by the Agency in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Agency does not remedy the default, within fifteen(15) days after written notice from Developer.

b. default by the Agency in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Agency; provided, however, that such default or breach shall constitute an Event of Default if the Agency does not, within fifteen (15) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default.

c. default by the Agency in the performance or breach of any material

covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Agency, commences cure within fifteen (15) days after written notice from Developer and in any event cures such default within sixty (60) days after such notice, subject to Force Majeure.

- d. failure to have funds to meet the Agency's obligations.

**8.3 Remedies for Default** In the case of an Event of Default hereunder:

a. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, except for Force Majeure, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than fifteen (15) additional days unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

b. In the case of an Event of Default by Developer, in addition to any other remedies at law or in equity, the Agency shall have the right to seek specific performance and be relieved of its obligations under this Agreement.

**8.4 Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an

attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing party shall pay, on demand, the prevailing party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action.

**8.5 No Waiver by Delay or Otherwise.** Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

**8.6 Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

## ARTICLE NINE

### MISCELLANEOUS PROVISIONS

**9.1 Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested.

If to Agency:           Lauderdale Lakes Community  
                                  Redevelopment Agency  
                                  4300 NW 36<sup>th</sup> Street  
                                  Lauderdale Lakes, FL 33319  
                                  Attention: Celeste Dunmore

With a copy to:       J. Michael Haygood  
                                  J. Michael Haygood, PA  
                                  701 Northpoint Parkway, Suite 300  
                                  West Palm Beach, FL 33407

If to Developer:       **M-LASIK LLC,**  
                                  4300 West Oakland Park Boulevard  
                                  Lauderdale Lakes, Florida 33313  
                                  Attn: Srinu Mutyala

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with



the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

**9.2 Time of the Essence.** Time is of the essence of this Agreement.

**9.3 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

**9.4 Recordation of Agreement.** The Parties agree to record a Memorandum of this Agreement in the Recorder's Office of Broward County.

**9.5 Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**9.6 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**9.7 Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract and a full integration of the Agreement between the Agency and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Agency and Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

**9.8 Third Parties.** Nothing in this Agreement, whether expressed or implied,

is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Agency and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Agency or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Agency or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

**9.9 Waiver.** Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

**9.10 Cooperation and Further Assurances.** The Agency and Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Agency or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

**9.11 Successors in Interest.** This Agreement shall be binding upon and inure to

the benefit of the Parties hereto and their respective authorized successors and assigns

**9.12 No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

**9.13 No Personal Liability of Officials of Agency or Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Mayor, Agency Commissioners, Agency Manager, any official, officer, partner, member, director, agent, employee or attorney of the Agency or Developer, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Agency or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

**9.14 Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Agency's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

**9.15 Term** This Agreement shall remain in full force and effect for 3 years after the completion of the Improvements or until otherwise terminated pursuant to the terms of this Agreement.

**9.16 Estoppel Certificates.** Each of the parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, from time to time, a certificate (‘Estoppel Certificate’) certifying that this Agreement is in full force and effect (unless such is not the case, in which such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party.

**9.17 Municipal Limitations** All municipal commitments are limited to the extent required by law.

**9.18 Force Majeure.** As used herein, Force Majeure shall mean any prevention, delay or stoppage due to strikes, lockouts, acts of God, enemy or hostile governmental action, civil commotion, fire or other casualty beyond the control of the party obligated to perform and shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

## **ARTICLE TEN**

### **EFFECTIVENESS**

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Agency resolution authorizing the execution and adoption of this Agreement. Developer shall execute this Agreement not later than twenty-one (21) days after Agency authorization of execution of this Agreement or else this Agreement will be deemed void.

Signature pages for Façade Improvement Agreement between LL CRA and M-LASIK LLC.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

**LAUDERDALE LAKES COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name/Title: Sharon Thomas, Chairperson

**ATTEST:**

By: \_\_\_\_\_  
Name/Title: Venice Howard, CMC, Agency Secretary

Signature pages for Façade Improvement Agreement between LL CRA and M-LASIK LLC.

**DEVELOPER:**

**M-LASIK LLC,**

By: M-Lasik LLC  
a Florida Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF BROWARD            )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, Owner of M-Lasik LLC. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

**EXHIBIT “B”**

**FACADE IMPROVEMENTS AND PROJECT EXPENSES**



**LEGAL DESCRIPTION**

TRACT "A" OF THE SINGH PANNU PLAT, as recorded in Plat Book 149, at Page 7, of the Official Records of Broward County, Florida.



**LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FACADE IMPROVEMENT PROGRAM  
PROGRAM APPLICATION AND CHECKLIST**

The Lauderdale Lakes Community Redevelopment Agency (CRA) Commercial Facade Improvement Program is designed specifically to improve commercial property located within the CRA targeted area. Funding will be available on a first come, first served basis to qualified property owners in relation to budget allocations for the program.

Please complete and return the application, along with the required supporting documentation. If a question does not apply to the proposed project, add N/A next to the question. Review the Commercial Facade Improvement Program Design. For more information regarding the program or application process, please call the Community Redevelopment Agency CRA Executive Director at 954-535-2491.

**PROGRAM ELIGIBILITY INFORMATION**

- Is the property located in the Community Redevelopment Agency area? ☒ Yes ☐ No

If not, the property is not eligible for funds from the Commercial Facade Improvement Program.

- Are the property taxes current? ☒ Yes ☐ No

If not, the property is not eligible for funds from the Commercial Facade Improvement Program.

- Does the proposed project adhere to the established architectural guidelines? ☒ Yes ☐ No

If not, the property is not eligible for funds from the Commercial Facade Improvement Program.

- Are there current code violations against the property that have not been resolved? ☐ Yes ☒ No

If so, the property is not eligible for funds from the Commercial Facade Improvement Program until the property is brought into compliance.

**BUSINESS INFORMATION (PLEASE PRINT)**

1. Business Name: M-LASIK LLC
2. Project Address: 4300 W OAKLAND PARK BLVD  
City: Lauderdale Lakes State: Florida Zip: 33313
3. Applicant's Mailing Address: 4300 W OAKLAND PARK BLVD  
City: LAUDERDALE LAKES State: FL Zip: 33313
4. Company Website: WWW.PANNULASER.COM
5. Description of Business: MEDICAL OFFICE
6. Type of Business: (Corp., LLC, etc.) LLC Attach copies of organizational documentation
7. Business Phone Number: 954-484-0700
8. Contact Person's Name and Title: SRINI MUTYALA - MANAGER
9. Contact Person's Phone Number: 954-599-4057
10. Email Address: LASIK99@AOL.COM

**PROPERTY INFORMATION (PLEASE PRINT)**11. Tax Parcel ID Number (i.e. folio): 4941 25 38 001012. How long have you owned the property in the City of Lauderdale Lakes? 15 YEARS13. Has the City of Lauderdale Lakes CRA awarded funds for this property in the past? ☐ Yes ☒ No

If yes, please indicate the amount and the date when funds were disbursed.

How much: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPOSED PROJECT IMPROVEMENTS INFORMATION (PLEASE PRINT)**

14. Exterior improvements must conform to the established architectural guidelines for the eligible improvements noted below. Check the proposed improvements below.

- ☒ Exterior Building Improvements (facade improvement must encompass the entire building structure and must be visible from the street/public right-of-way)

PLUS any of the following improvements, as an ancillary improvement only

- ☒ Painting  
☐ Windows (all windows on the building)  
☐ Doors (all doors on the building)  
☐ Awnings / Window Banding  
☐ Lighting Features (all lighting features on and outside of the building)  
☐ Landscape Improvements and irrigation  
☐ Parking Lot Improvements  
☐ Signage (all signs on and outside of the building)  
☐ Reconstruction/redesign of facade areas in conformity with adopted architectural guidelines  
☒ Roof

15. What is the total project square footage? \_\_\_\_\_

16. Narrative: Please provide a detailed description of the facade improvements that are part of the scope of work (additional information may be placed on a separate sheet)

- sealing and painting of exterior (entire building)  
- entire roof (flat a pitch) being replaced

**FUNDING REQUEST INFORMATION (PLEASE PRINT)**

17. Provide the total cost associated with the project in the chart below.

Construction Cost (A)	\$ 110K - \$115K		
Professional services and other non-construction related cost (B)	\$ 1,500		
Total Project Cost (A+B)		\$ 116K Approx	
Total Eligible Project Cost (C) <small>(Total cost for eligible improvements only)</small>		\$ 116K Approx	
Amount requested from CRA (D) <small>(*For Architectural Fee Reimbursement Request - See Example)</small>			\$ 58K
Contribution from Applicant (C-D)			\$ 58K

\* Example:  
Funds requested from CRA for Property Improvements/Architectural Service Fee Reimbursement Request (see Program Design)

**REQUIRED SUPPORTING DOCUMENTS**

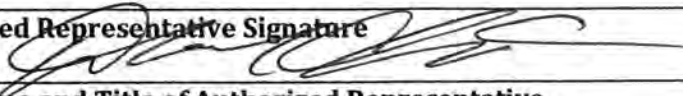
In addition to the application and program design, please provide the following documents.

- ☐ **Copy of Deed / Proof of Ownership**
- ☐ **Legal Description of Property**
- ☐ **Copy of Business Tax Receipt**
- ☐ **Detailed Scope of Work:** A complete written scope of work is required. Provide as much detail as possible including material used, location of project area, colors and size of project area. A timeline for project completion should be included.
- ☐ **Detailed Cost Estimates/Bids for Proposed Improvements:** Two cost estimates/quotes/bids should be prepared by a qualified architect, engineer or licensed contractor. Provide an itemized list of all work, labor and material. Quantity, cost and type of improvements should be included.
- ☐ **Photographs of Current Condition:** Provide one (1) set of color photographs of the current property condition, along with all sides of the building and emphasis on the area to be improved.
- ☐ **Proposed Facade Improvement:** Provide rendering or conceptual drawing of the project when completed. Illustrate the areas and features that will be improved. Be specific and include details, such as material used.
- ☐ **Proof of Financial Ability to Execute the Agreement** - Applicant must demonstrate that all necessary financing required to complete the entire project has been secured. (i.e. "State of Sufficient Funds" from Banker confirming adequate funds to cover the total project cost)
- ☐ **Proof of Insurance coverage** (copy from insurance agent/company should be included in application package)



## APPLICANT ACKNOWLEDGEMENTS

- I acknowledge that I am duly authorized to act on behalf of the Company and/or each principal of the company and the Company is properly organized and authorized to conduct business in the State of Florida.
- All statements provided in the application are true and any misrepresentation will void any subsequent agreement and funding.
- I have read the Program Design for the Commercial Facade Improvement Program.
- I understand that the Commercial Façade Improvement Program may be used for the project described in this application and subsequent program agreement. A fully executed agreement must be signed before entering into any contracts, purchasing any materials or performing any work associated with this project.
- I hereby acknowledge that the Lauderdale Lakes Community Redevelopment Agency is obligated only to administer the approved funding and is not liable to the applicant, owner or third parties for any obligations or claims of any nature arising out of or otherwise related to the project undertaken by the owner. I understand that all required permits are the responsibility of the owner.
- The applicant authorizes the City of Lauderdale Lakes to use his/her name, photos and/or information about the project for promotional purposes.

Authorized Representative Signature 	Date Signed 1/21/24
Print Name and Title of Authorized Representative Daniel Chimento	

**RETURN APPLICATION TO:**  
City of Lauderdale Lakes  
4300 Northwest 36 Street  
Lauderdale Lakes, Florida 33319  
ATTN: Community Redevelopment Agency



8

Prepared by:  
Edward S. Robbins, Esq.  
EDWARD S. ROBBINS, P.A.  
800 S.E. Third Avenue Suite 300  
Fort Lauderdale, FL 33316  
954-728-3470

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 15 day of August, 2008 between TWO PANNU PROPERTIES III, LLC, a Florida Limited Liability Company, whose post office address is 4300 W. Oakland Park Blvd., Lauderdale Lakes, FL 33313, Grantor, and M-LASIK, LLC, a Florida Limited Liability whose post office address is 4300 W. Oakland Park Blvd., Lauderdale Lakes, FL 33313, Grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

TRACT "A" OF THE SINGH PANNU PLAT, as recorded in Plat Book 149, at Page 7, of the Official Records of Broward County, Florida.

Subject to taxes for 2008 and subsequent years; declarations, agreements, covenants, conditions, restrictions, easements, reservations and limitations of record, and zoning ordinances if any, without reimposing same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007.

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:

TWO PANNU PROPERTIES III, LLC  
a Florida limited liability company

By: Debra B. Pannu  
Debra B. Pannu, Managing Member

Edward S. Robbins  
Witness Name: Edward S. Robbins  
Kameron Knecht  
Witness Name: Kameron Knecht

(Corporate Seal)

State of FLORIDA  
County of BROWARD

The foregoing instrument was acknowledged before me this 15 day of August, 2008 by Debra B. Pannu as managing member of TWO PANNU PROPERTIES III, LLC, on behalf of the company. He/she ☐ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]



SHERI E. NOTT  
MY COMMISSION # 00358044  
EXPIRES: September 27, 2008  
Budget Notary Services

Sheri E. Nott  
Notary Public

Printed Name: Sheri E. Nott

### **LEGAL DESCRIPTION**

TRACT "A" OF THE SINGH PANNU PLAT, as recorded in Plat Book 149, at Page 7, of the Official Records of Broward County, Florida.



**City of Lauderdale Lakes**  
4300 N W 36 Street  
Lauderdale Lakes, FL 33319-5599  
(954) 535-2700

# 23-24

## LOCAL BUSINESS TAX RECEIPT

Notice
This receipt becomes null & void if ownership, business name or address is changed. Taxee must apply within 10 days of such change for transfer. Fee will apply. All applicable building & zoning regulations pertaining to business location must be followed.

SRINIVAS MUTYALA, M.D.

4300 W OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33313

Business License ID		Number
5621	366.0	8586
Type		License Fee
PHYSICIAN		162.07
		Issued
		10/01/2023
		Expires
		09/30/2024



**City of Lauderdale Lakes**  
4300 N W 36 Street  
Lauderdale Lakes, FL 33319-5599  
(954) 535-2700

# 23-24

## CERTIFICATE OF USE

Notice
This certificate of use becomes null & void if ownership, business name, type of use or address is changed. Certificate holder must apply prior to such change. All applicable building & zoning regulations pertaining to business location must be followed. Failure to accurately report all lines of business, or any substantial change in work performed, may result in revocation.

SRINIVISION, INC.  
DBA PANNU LASER VISION INSTITUTE  
4300 W OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33313

Business License ID		Number
5620		8585
Type		License Fee
MEDICAL OFFICE		50.00
		Issued
		10/01/2023
		Expires
		09/30/2024



PREPARED FOR: Daniel Chimenti  
[dchimenti@bentlyventuresllc.com](mailto:dchimenti@bentlyventuresllc.com)

4300 W Oakland Park Blvd  
Lauderdale Lakes, FL 33313

PROJECT NAME: M-Lasik LLC  
4300 W Oakland Park Boulevard  
Lauderdale Lakes, FL 33313  
Best Roofing Proposal



*Best Roofing Services, LLC, a Florida licensed contractor (CCC018297) proposes to the Owner to perform in a workmanlike manner the roofing construction work as described.*



January 18, 2024

Daniel Chimenti  
[dchimenti@bentlyventuresllc.com](mailto:dchimenti@bentlyventuresllc.com)  
4300 W Oakland Park Blvd  
Lauderdale Lakes, FL 33313

**RE:** M-Lasik LLC  
4300 W Oakland Park Boulevard  
Lauderdale Lakes, FL 33313  
Best Roofing Proposal

Best Roofing is pleased to submit our proposal to provide **all labor, materials, equipment, insurances, engineering and permits** required to perform the following scope of work.

\_\_\_\_\_ ***Flat Roof: Installation of a Twenty (20) Year 60 MIL TPO over Lightweight Concrete Mechanically Attached with Crickets & 1.5 " ISO Energy Efficient Roof System over Steel Deck***

\_\_\_\_\_ ***Sloped Roof: Install a Limited Lifetime Concrete Tile with TU Max Underlayment Roofing System over Wood Deck***

***Eighty-Seven Thousand Six Hundred Fifty Dollars 00/00..... \$87,650.00***

Best Roofing looks forward to providing you with our experience, integrity, and professional courtesy. Should you have any questions or concerns, please feel free to contact me at the office **954-941-9111 x 202**, or my cell phone **954-812-1977** Your Best Roofing Investment Team. We Solve Roof Problems.

*Casey Fletcher*

Vice President  
Best Roofing

PAGE 2





#### WARRANTY TO BE PROVIDED:

- Twenty (20) Year Manufacturer's Warranty
- Two (2) Year Best Roofing Workmanship Warranty

#### NOTES:

- Engineering fees to obtain roofing permits are included.
- Base Permit and Permit Processing Fees are included in the contract price at the time of the quote. However, in the South Florida Market, every municipality (approx. 80 different permitting municipalities) has its own fee schedule. The fee schedules may change prior to or during the negotiations. To be fair to you as an Owner/Owner's Representative and Best Roofing as a vendor, we have made an allowance in the proposal of **\$TBD** for Permit, Engineering & Processing Fees. Upon obtaining the final accounting of the exact fees, we will process a credit or debit to reflect the precise permit fee.
  - If a MOT (Motion of Traffic) permit is mandated, and the use of municipality equipment and traffic enforcement officers are required, Client shall be responsible for such costs plus 15% administration charge.
- A minimum of 3 parking spaces for staging of material and equipment.
- Prior to the start of the project, we will require the owner designate their representative to conduct a pre-job conference with Best Roofing. This will be to coordinate all activities and avoid any delays or surprises.
- Price includes the removal of all roofing related debris.
- The permit will be displayed and accessible to the Inspector.
- All work performed in accordance with Florida Building Codes Requirements.
- This proposal is based upon the performance of all work during Best Roofing's regular working hours 7AM to 7PM Monday thru Friday excluding Saturday, Sunday and National Holidays.
- If it is required to work Saturday, Sunday, nights, or over 40 hours, Owner/Owner's Representative will pay an additional rate of \$15.00 per manhour for such work. This rate includes supervision time. If overtime work is required to be performed, special inspection(s) may be required by the city and additional charges will be implemented on a per inspection basis.
- Hourly Rate used to calculate additional services that might be required: Supervisor \$115/hour, Roofer \$85/hour, Apprentice \$78/hour.
- Additional costs may apply for any re-mobilization caused by any natural disasters.

**NEW 2020 CODE CHANGES:** Effective Dec 31, 2020 (FBCB) Florida Building Code for buildings less than 60 ft in height have changed significantly from the 2017 Edition. These changes focus primarily on roof system attachment to the roof deck, drainage, and ponding water. These new requirements will be included in all permit applications after Dec 30<sup>th</sup>, 2020. This proposal has taken into consideration the enhancements required to meet the 2020 Building Code. When evaluating proposals, you are encouraged to ensure all submissions received have taken into consideration the requirements of the 2020 Florida Building Code.

**Material Prices in Effect on the Date of Shipment:** At the present time, roofing material manufacturers are unwilling to commit to firm prices or delivery dates of numerous roofing materials, including but not limited to, fasteners, adhesives, polyisocyanurate insulation and roofing membranes. Roofing materials manufacturers state that the price of the materials will be the price in effect on the date of shipment. Accordingly, the parties acknowledge and agree the contract sum to be paid to Best Roofing will not be finally determined until the time the materials are shipped. When circumstances change, this clause will be removed.



#### UNFORESEEN CONDITIONS / UNIT PRICES (IF APPLICABLE): v.11.2023

The following unit prices will apply and be added to the contract as a Change Order in the event these items are a) requested by the Owner/Owner's Representative, or b) unforeseen conditions require the addition to complete the scope of work in excess of the original budgeted quantities. Owner/Owner's Representative's acceptance of this Agreement shall constitute Owner/Owner's Representative's acceptance of all Change Orders in regards to these unit priced items. \$TBD values will be reviewed with the Owner/Owner's Representative prior to any work being performed.

1. **Roof Deck Replacement:** It is not unusual that we encounter situations where a roof leak has caused roof deck deterioration and damage. This is an unforeseen condition that could happen. We have included a square foot unit price in the contract document to accommodate this situation.
 

a. Plywood Decking	\$6.25 per SF (32 SF min)
b. Skylight	\$TBD
c. Metal Deck - B	\$25.00 per SF (60 SF min)
d. Specialty Metal Decking	\$TBD
e. Gypsum Deck	\$25.00 per SF (32 SF min)
f. Tectum Deck	\$20.00 per SF (32 SF min)
g. Lightweight Insulation Replacement Up To 4" Thick	\$9.50 per SF (100 SF min)
h. Wet Insulation Replacement	\$TBD Upon Thickness
i. Concrete Deck	T&M Basis
j. 2" x 6" Pressure Treated Woodnailer	\$7.25 per LF (10 ft min)
k. Fascia Board	\$TBD
l. Furring Strip	\$6.50 per LF
m. Standard 1"x 8' / 1"x 10'	\$7.25 per LF
n. Structural Lumber 2"x 4"	\$6.75 per LF
o. Structural Lumber 2" x 6"	\$8.00 per LF
p. Structural Lumber 2" x 8"	\$9.00 per LF
q. Tongue & Groove 1"x6"x10'	\$6.50 LF
r. Tongue & Groove 1"x6"x12'	\$7.25 LF
s. Tongue & Groove 2"x6"x12'	\$7.50 LF
t. Raise Roof Area that Ponds Water (1" Raise per SF)	\$7.00 per SF
  
2. **Air Conditioning Units & Electrical wiring:** We have included in our bid what we feel will be needed to achieve the project objective and meet the building code requirements. However, different municipalities often have different interpretations of the code requirements. Sometimes this is identified while pulling the permit and sometimes identified during the construction process. Best Roofing is committed to total transparency with respect to this situation and will keep you informed if anything impacts on the cost associated with the completion of your project.
 

a. Remove and reinstall A/C unit on new aluminum stand (per FBC)	\$2,100.00 per unit up to 3 tons.
i. Includes refrigeration and electrical connections.	
  
3. **Safety & Drainage requirement:** In 2014, the building code changed the drainage requirements for roofs. If your building was built prior to 2014, we have found that most projects will require the installation of additional or enlarging existing drains and scuppers. This change in the code is to prevent roof decks from collapsing due to the weight of water during a torrential rainstorm. As part of the permit package, Best Roofing has included in this contract the fees associated with this calculation from a certified engineer to pull the permit. Based on our initial investigation, we estimate that your project may require additional drainage. Unit prices for upgrades have been provided in our list of unit costs.
 

a. Retrofit Drains (per FBC)	\$750.00 each
b. Cut New Scuppers or Enlarge Scuppers up to 6" (per FBC)	\$850.00 each
c. Cut New Scuppers or Enlarge Scuppers up to 20" (per FBC)	\$1,350.00 each
d. Lightning Protection Sacrificial Pads (per FBC)	\$15.00 each
e. New Standard Leaderheads (12", 24 ga. Galvanized or Kynar finish)	\$400.00 each
f. New Standard Downspout (5" x 5" 24 ga. Galvanized or Kynar finish)	\$150.00 per 10' section
g. Lightning Protection Permit Allowance	\$TBD
  
4. **Other:**

a. Walkpads	\$45.00 per LF
b. Stucco Replacement (at flashing not to exceed 12" height)	\$25.00 per SF
c. Hurricane Straps (sloped roofing)	\$65.00 per strap
d. L-Flashing	\$18.00 per LF
e. Pipe Supports & Sacrificial Pad	\$85.00 each
f. Remobilization for Natural Disasters	\$ Verifiable costs
g. FPL Shutdown	\$ Verifiable cost per Municipality
h. Equipment Rental	\$TBD



## EXCLUSIONS TO CONTRACT UNLESS NOTED IN THE SCOPE OF WORK

- |   |  |
|---|--|
| ✿ All Mechanical, HVAC and Electrical Work          | ✿ L-Flashings and Stucco Work              |
| ✿ Plumbing Services, Snaking/Fish Tapping of Drains | ✿ Slope Roof                               |
| ✿ Lighting Protection                               | ✿ Roof Hatch Replacement                   |
| ✿ Waterproofing or Restoration of Walls             | ✿ Additional Roof Drains                   |
| ✿ Saturday, Sunday, Night Work, and Overtime        | ✿ Enlargement of Overflow Scuppers         |
| ✿ Interior Protection or Clean up                   | ✿ Alterations to the Building Structure    |
| ✿ FPL Shutdown                                      | ✿ Removal and Replacement of Any Skylight  |
| ✿ Active Leak Repair Coverage                       | ✿ Removal and Replacement of Any Satellite |
| ✿ Any Wood Replacement                              | ✿ Walkpads                                 |
| ✿ Remove Abandoned Equipment                        | ✿ Gutters, Downspouts or Leaderheads       |

### **Mechanical & Electrical Terms (IF APPLICABLE): v.08.04.2022:**

Best Roofing is not responsible for and shall be held harmless for damages to rooftop units due to rust, corrosion, or any pre-existing mechanical or electrical problems, including damage resulting to equipment relocation. These units must be able to survive disconnection, relocation, and reinstallation, in accordance with The Florida Building Code.

**IN THE EVENT OF A MECHANICAL SYSTEM PROBLEM, BEST ROOFING SHALL: (1) BE NOTIFIED DURING NORMAL BUSINESS HOURS OF ANY ISSUES RELATING TO THE ROOF AND ROOFTOP UNITS, AND (2) BE PROVIDED FIRST RIGHT TO DIAGNOSE THE MALFUNCTION AND DETERMINE RESPONSIBILITY FOR THE REPAIR.** In the event Best Roofing is not properly noticed and given the opportunity to diagnose the repair, Best Roofing shall NOT be responsible for payment made to any outside vendor for repairs attributed to Best Roofing.

Corroded Electrical feeder lines, conduit, wiring and proper height clearance that is not visible or detectable will be addressed and billed on a time & material basis. Any additional code compliance issues required by local municipalities will be addressed and billed on an additional time & material basis.

### **Standard Payment Terms:**

1. 20% of contract amount is due upon signing of contract. Permit process will start when the deposit is collected.
2. 30% due no later than five calendar days upon mobilization. (*Mobilization is defined when work actually commences and materials have been delivered to the project.*)
3. 45% due no later than five calendar days upon substantial completion. (*Substantial completion is defined as the day Best Roofing demobilizes from the site and the project is complete, except for punch list items and final inspections.*) If the project extends longer than one month, Best Roofing will submit a monthly progress invoice based on a percentage of project completion. Progress invoice will be submitted on the last day of the month and payable no later than the 10th day of the following month.
4. The Final 5% is due in exchange of signed off permit, delivery of specified warranty and final release of lien.
5. 100% of any change order(s) will be paid upon receipt of invoice for same.
6. Interest shall accrue on any unpaid balance starting two calendar days past the specified due date, at 1.5% per month (*18% per annum*) or the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all costs, including actual attorney fees and expenses, shall be added to the unpaid balance. Non-payment, in accordance with these terms, shall be considered material and cause for termination of performance by Best Roofing.
7. Payments made by credit card are subject to a 3.50% convenience charge.

**LIEN LAW:** According to Florida's Construction Lien Law (Sections 713.001 -- 713.37, Florida Statutes), those who work on your property, or provide materials and services and are not paid in full, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.



## FIVE YEAR BEST ROOFING WORKMANSHIP WARRANTY

Guarantee #: \_\_\_\_\_ Start Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Building/Contact: \_\_\_\_\_  
Building Address: \_\_\_\_\_

### WARRANTY PROVISIONS FOR PRODUCT AND CONTRACTOR WORKMANSHIP

Best Roofing hereby Warrants to the above-named Owner should leaks develop in the roofing system, flashing or roofing sheet metal during the period of coverage commencing from the date of completion, Best Roofing will make all repairs necessary to stop leaks due solely and exclusively to:

- A. Leaks in the roofing system, flashing or roofing sheet metal resulting from ordinary wear and tear by the elements.
- B. Workmanship on the part of Best Roofing in the application of the roofing system, flashing or sheet metal, excluding but not limited to, the roof deck, movement, or failure of the roof deck.

For purposes of the Warranty, "system" shall mean roof system, i.e., membrane, flashing, insulation, fasteners and adhesives; "Leaks in the roofing system" shall mean failure to maintain a watertight condition; "Repair" shall mean providing such materials and completing such services due to reasons not excluded in this Warranty, including the cost of labor as shall be deemed necessary by Best Roofing, to return the roofing system to a watertight condition for the remaining life of the Warranty. Best Roofing's sole and exclusive responsibility is the cost of repair.

This Warranty is issued in lieu of all other Warranties, express or implied, to the fullest extent permitted by applicable law, Best Roofing disclaims any implied Warranty, including the Warranty of merchantability and the Warranty of fitness for a particular purpose, or limits such Warranty to the duration and to the extent of the express Warranty provided herein. Best Roofing shall not be liable for any incidental or consequential damages to the roof deck applied beneath the roofing system, this building, its contents or its occupants, loss of time or profits or any inconvenience.

Best Roofing shall not be liable for any damages caused by Others which are based upon negligence, breach of Warranty, strict liability, tort, or any other theory of liability other than the exclusive liability set forth in this express Warranty.

All repairs to the roofing system must be conducted by Best Roofing Services, LLC

To be signed by Owner or Owner's Rep at delivery of Close-Out Book

SIGNED \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_



## FIVE YEAR BEST ROOFING WARRANTY PROVISIONS

### OWNER RESPONSIBILITIES:

1. The owner/property manager must notify Best Roofing in the event of a leak in the roofing system within ten (10) days after discovery of the leak.
2. The owner/property manager must notify Best Roofing in writing of a proposed modification, major repair, or addition on or through the roofing system or flashing for each situation occurring after the date of issue of this Warranty. Drawings and plans showing the location of the proposed changes must be provided. Owner must notify Best Roofing in writing of the changes in the original usage of the building or underlayment that would adversely affect the performance of the roofing system. Owner is responsible for removal of all debris or equipment before repairs can begin.
3. Following timely notice of a leak by the Owner, it is determined by Best Roofing that the cause(s) of any leak(s) is not covered by Best Roofing's Warranty, Best Roofing will advise the Owner of the type and extent of repair(s) required to be made at the Owner's expense. If such repair(s) is promptly and reasonably made, this Warranty will remain in effect for the unexpired portion of the Warranty period. If the Owner fails to make such repair(s), this Warranty may be terminated at Best Roofing's option, becoming null and void and Best Roofing will have no further liability.
4. Owner must permit Best Roofing, or its contractor, reasonable access to the roof and/or interior where leak is occurring to perform repairs and/or audit the condition of the roof.
5. This Warranty is assignable to another Owner by the original building Owner if the following conditions are met: (1) Request is in writing within 30 days after ownership transfer; (2) The roof is inspected by Best Roofing and required repairs are completed and paid for by the original Owner; (3) The proposed assignment is approved in writing by Best Roofing and (4) An assignment fee of \$500 is paid to Best Roofing by the original Owner. This Warranty is not otherwise assignable, directly, or indirectly
6. Best Roofing shall not be liable for any damages caused by Others which are based upon negligence, breach of Warranty, strict liability, tort, or any other theory of liability other than the exclusive liability set forth in this express Warranty.

### EXCLUSIONS:

Best Roofing shall have no obligation to repair or replace the roofing system or base flashing or roofing sheet metal items which fail to remain watertight as a direct or indirect result of any one or more of the following causes, which may arise during the applicable warranty period.

1. Natural disasters including, but not limited to floods, lightning, fire, hail, earthquakes, wind damage and other acts of God.
2. Failure to notify Best Roofing within 10 days of:
  - a) Changes in the use of the building that could adversely affect the performance of the roofing system/base flashing.
  - b) Unauthorized modifications or additions to the roofing system.
  - c) Discovery of a leak in the roofing system.
3. Repairs performed by others than Best Roofing.
4. Rooftop equipment mounting details such as sheet metal, air conditioning equipment.
5. Traffic, storage of materials, abuse, misuse, or vandalism. Direct or indirect damage caused by wildlife, such as birds, rats, bullet holes or punctures.
6. Wall expansion joints.
7. Performance of products not maintained by Best Roofing, including but not limited to metal work, mechanical attachments, and adhesives.
8. Infiltration or condensation of moisture in or around walls of the building structure or surrounding areas. Wet insulation and/or rotten wood replacement. Roofs with excessive moisture underneath the membrane.
9. Ponding water conditions, unless actively leaking due to membrane failure in area of ponding water or algae growth.
10. Skylight leaks. Caulking, metal deterioration or failure of skylight components are not covered by this agreement. Our sole responsibility is the skylight flashing.
11. Exterior wall scupper maintenance or leak repairs when not accessible to technicians.
12. Rusted out sheet metal flashing.

## EXCLUSIVE UMBRELLA ROOF MAINTENANCE & WARRANTY PROGRAM

Contract With:	Daniel Chimenti	Area of Roof (sf):	FLAT ROOF ONLY
Building / Contact:	M-Lasik LLC	Roof Deck:	Concrete
Building Address	4300 W Oakland Park Blvd	Manufacturer Date:	Same date as Manuf.
Roofing Specification:		Next Inspection Date:	
		Fee:	TBD

### INSPECTION & MAINTENANCE PROVISIONS FOR CONTINUED WARRANTY COVERAGE:

As a condition precedent for the Manufacturer's Warranty to remain in effect, an Annual Inspection, along with the required Maintenance, must be performed. The annual fee must be paid prior to the end of the twelfth (12) month to remain in compliance with the Manufacturer's Warranty.

#### Conditions to be inspected and maintenance performed:

##### Field of Roof

- ✿ General condition
- ✿ Surface and laps
- ✿ Blisters (limited to 30 sq. ft./per year)
- ✿ Roof expansion joints

##### Drainage system

- ✿ General condition
- ✿ Gutters
- ✿ Scuppers
- ✿ Drain flashing

##### Perimeter Flashings

- ✿ General condition
- ✿ Wall flashing & edge flashing
- ✿ Counter flashing

##### Roof Top Units

- ✿ General condition
- ✿ HVAC equipment flashing
- ✿ Exhaust vent flashing

##### Penetrations

- ✿ Pipe wraps
- ✿ Pitch pans/chem curbs
- ✿ Curb flashing

##### Other

- ✿ Surface contamination  
(Limited to 100 sq. ft. per year)
- ✿ Vegetation
- ✿ Traffic Patterns
- ✿ Loose debris removal

SAMPLE

Best Roofing will contact the Owner or Owner's Representative sixty (60) days prior to expiration of the Warranty coverage to renew the Maintenance and Warranty Program for the next year. Owner maintains right to not renew and select alternate vendor to maintain roof and perform services to maintain manufacturer and other warranties as they may apply. Renewal pricing subject to increase in accordance with the roofs condition as the roof ages.

#### INSURANCE

All personnel are fully insured with Worker's Compensation, Liability, and Vehicle Insurance.

Acceptance : \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Jakes Seal of Approval

Decline: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**WARRANTY PROVISIONS FOR PRODUCT AND CONTRACTOR WORKMANSHIP**

1. Best Roofing hereby gives a Warranty to the above-named Owner should leaks develop in the roofing system, flashing or roofing sheet metal during the period of coverage commencing from the date of completion, Best Roofing will make all repairs necessary to stop leaks due solely and exclusively to:
  - (a) Leaks in the membrane roofing system, flashing, or roofing sheet metal resulting from ordinary wear and tear by the elements.
  - (b) Workmanship on the part of Best Roofing in application of the membrane roofing system or flashing.
  - (c) Excluding, but not limited to, the roof deck or movement or failure of the roof deck.
  - (d) A roof leak is defined as water entering the building from a specific roof location. Failure to keep account current forfeits any and all warranty obligations.
2. For purposes of the Warranty, "system" shall mean roof system, i.e., membrane, base flashing, insulation, fasteners, and asphalt. "Leaks in the membrane roofing system" shall mean failure to maintain a watertight condition. "Repair" shall mean providing such materials and completing such services due to reasons not excluded in this Warranty, including the cost of labor, as deemed necessary by Best Roofing, to return the roofing system to a watertight condition for the remaining life of this Warranty. Best Roofing's sole and exclusive responsibility is the cost of repair.
3. This Warranty is issued in lieu of all other Warranties, expressed or implied, to the fullest extent permitted by applicable law. Best Roofing disclaims any implied Warranty, including the Warranty of merchantability and the Warranty of fitness for a particular purpose, or limits such Warranty to the duration and to the extent the express Warranty provided herein. Best Roofing shall not be liable for any incidental or consequential damages to the roof deck applied beneath the roofing system, this building, its contents or its occupants, loss of time or profits, or any inconvenience.
4. This is a sole and exclusive Warranty that contains all the provisions of your remedies from Best Roofing. Best Roofing's liability is limited to the provisions of this Warranty. Best Roofing shall not be liable for any damages which are based upon negligence, breach of Warranty, strict liability, tort, or any other theory of liability other than the exclusive liability set forth in this express Warranty. Best Roofing's sole and exclusive responsibility is the cost of repair (limited to five (5) times the amount of the fee indicated on this agreement).

**OWNER RESPONSIBILITIES:**

1. The owner/property manager must notify Best Roofing in the event of a leak in the roofing system within ten (10) days after discovery of the leak. The notice must reference the Umbrella number.
2. The owner/property manager must notify Best Roofing in writing of a proposed modification, major repair, or addition on or through the roofing system or base flashing for each situation occurring after the date of issue of this Warranty. Drawings and plans showing the location of the proposed changes must be provided. Owner must notify Best Roofing in writing of the changes in the original usage of the building or underlayment that would adversely affect the performance of the roofing system. Owner is responsible for removal of all standing water, debris, or equipment before repairs can begin.
3. Following timely notice of a leak by the Owner, it is determined by Best Roofing that the cause(s) of any leak(s) is not covered by Best Roofing's Warranty. Best Roofing will advise the Owner of the type and extent of repair(s) required to be made at the Owner's expense. If such repair(s) is promptly and reasonably made, this Warranty will remain in effect for the unexpired portion of the Warranty period. If the Owner fails to make such repair(s), this Warranty may be terminated at Best Roofing's option, becoming null and void and Best Roofing will have no further liability.
4. Owner must permit Best Roofing, or its contractor, reasonable access to the building roof and interior to perform repairs and/or audit the condition of the roof.
5. This Warranty is assignable to another Owner by the original building Owner if the following conditions are met: (1) Request is in writing within 30 days after ownership transfer; (2) The roof is inspected by Best Roofing and required repairs are completed and paid for by the original Owner; (3) The proposed assignment is approved in writing by Best Roofing; and (4) An assignment fee of \$500 is paid to Best Roofing by the original Owner. This Warranty is not otherwise assignable, directly, or indirectly.
6. Best Roofing shall not be liable for any damages caused by Others which are based upon negligence, breach of Warranty, strict liability, tort, or any other theory of liability other than the exclusive liability set forth in this express Warranty. Sole and exclusive responsibility is the cost of repair (limited to five (5) times the amount of the fee indicated on this agreement.)

**EXCLUSIONS:**

Sloped roofing, such as Tile, Asphalt Shingles or Metal are not included. Best Roofing shall have no obligation to repair or replace the roofing system or base flashing or roofing sheet metal items which fail to remain watertight as a direct or indirect result of any one or more of the following causes which may arise during the applicable warranty period.

1. Natural disasters including, but not limited to floods, lightning, fire, hail, earthquakes, wind damage and other acts of God.
2. Failure to notify Best Roofing within ten (10) days of:
  - (a) Changes in the use of the building that could adversely affect the performance of the roofing system/flashing.
  - (b) Unauthorized modifications or additions to the roofing system.
  - (c) Discovery of a leak in the roofing system.
3. Repairs performed by others than Best Roofing.
4. Rooftop equipment mounting details such as sheet metal, air conditioning equipment.
5. Failure to perform annual roof maintenance, as recommended by Best Roofing and material manufacturer, and letting the term of agreement lapse.
6. Traffic, storage of materials, abuse, misuse, or vandalism. Direct or indirect damage caused by wildlife, such as birds, rats, bullet holes or punctures.
7. Wall Expansion joints.
8. Performance of products not maintained by Best Roofing, including but not limited to metal work, mechanical attachments, and adhesives.
9. Infiltration or condensation of moisture in, through, or around walls of the building structure or surrounding areas. Wet insulation and/or rotten wood replacement. Roofs with excessive moisture underneath the membrane.
10. Ponding water conditions, unless actively leaking due to membrane failure in area of ponding water or algae growth.
11. Blister repairs. Blisters at seams will be repaired during annual maintenance up to 30 SF / Year.
12. Skylight leaks. Caulking, metal deterioration or failure of skylight components are not covered by this agreement. Our sole responsibility is the skylight flashing. Exterior wall scupper maintenance, or leak repairs when not accessible to technicians. Rusted out sheet metal flashing.



## CLARIFICATIONS v.06.28.2023

1. **OWNER'S AND CONTRACTOR'S RIGHT TO RESCIND.** This proposal is subject to change without notice and is automatically withdrawn on the 15<sup>th</sup> day following the date of issue if not accepted in writing and a copy of this proposal returned to Best Roofing Services, LLC d/b/a Best Roofing ("Best Roofing"). If the Owner/Owner's Representative cancels this Agreement prior to the start of work, Owner/Owner's Representative is liable for 15% of the total Agreement price as liquidated damages because Best Roofing is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Owner/Owner's Representative and Best Roofing agree that the liquidated damages amount is not a penalty. Best Roofing reserves the right to withdraw this proposal at any time prior to its acceptance.
2. **PRICE VOLATILITY.** Roofing Materials and related products are subject to unusual price volatility due to conditions that are beyond the control or anticipation of Best Roofing and firm prices cannot be obtained from suppliers. If there is an increase in the amount charged to Best Roofing between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract will be increased to reflect the additional cost to Best Roofing upon submittal of written documentation.
3. **ACCEPTANCE.** Acceptance of this Proposal by Owner Or Owners Authorized Representative shall be acceptance of all Terms and Conditions recited herein. Upon acceptance, this Proposal shall become a binding contract between Best Roofing and the Owner. This Proposal and the plans, specifications and other documents, if any referenced in this proposal, shall constitute the entire agreement between the parties.
4. **DISCOUNTS AND REBATES.** The price of this Contract is net of any prepayment discounts or rebates. The Board of Directors, Management or Ownership will comply with all requests necessary to assist in obtaining any such discounts or rebates, as outlined in the payment terms of this contract.
5. **WARRANTY.** The type of Warranty and extent of coverage shall be as indicated in accordance with written Warranties if any offered by manufacturers of materials incorporated into this project. In addition to manufacturer's Warranties and upon receipt of final payment, Best Roofing shall Warranty workmanship furnished as part of this agreement against defects in such workmanship for a period up to Five (5) years from the completion of work as referenced in the Two Year Best Roofing Workmanship Warranty.
6. **MAINTENANCE AGREEMENT.** As a condition precedent for your extended Manufacturer's Warranty to remain in effect, an annual inspection, along with the required maintenance, must be performed and shared with the Company issuing your extended Warranty. Think of it like having your oil changed, grass mowed, or teeth cleaned. Best Roofing will notify you each year when your roofs inspection and maintenance are due. Your annual fee of: \$TBD must be paid in full at the end of each twelve-month period prior to a crew being dispatched to your property. See attached agreement.
7. **MATERIALS.** All materials used shall be as stated in the specifications and/or attached Scope of Work. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Specified quantities are intended to represent an average over the entire roof area. Best Roofing is not responsible for the actual verification of technical specifications of product manufacturers: i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer. Title to roofing products passes to the Owner/Owner's Representative when said products are delivered to the job site. In the event of impending high wind conditions, hurricanes, tornados, or other adverse weather conditions, if Best Roofing is requested to remove/reposition product from/on the job site, Best Roofing shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Owner/Owner's Representative agrees to promptly pay Best Roofing for these extras services. Best Roofing is not responsible for defective products if Best Roofing did not know such products were defective prior to the installation. As such, Best Roofing is not responsible for any costs, damages, claims, etc., associated with any remediation of supposed harm caused by a defective product. A defective product shall not be grounds to withhold payment, or reject the work performed by Best Roofing.
8. **METAL ROOFING.** Metal Roofing and especially lengthy flat span metal panels will often exhibit waviness, commonly referred to as "oil-canning". Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Best Roofing. Best Roofing is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
9. **ACCESS.** Best Roofing shall be permitted to use driveways and paved areas leading to, or adjacent to, the job site for its equipment without liability to Best Roofing occasioned by the negligence of others, or by its equipment. If direct access to the area of work is not granted, Best Roofing will be entitled to additional fees associated with the cost incurred based on the hourly rate noted in this contract document.



10. **WORKING HOURS.** This proposal is based upon the performance of all work during Best Roofing's regular working hours, excluding weekends and national holidays. Extra charges will be made for overtime and all work performed other than during Best Roofing's regular working hours, if required by Owner or Owner's Authorized Representative.
11. **ACTS OF GOD.** Best Roofing shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Best Roofing's time for performance under this proposal shall be extended for a time sufficient to permit completion of the work. Additional costs may apply for any de-mobilization and/or re-mobilization caused by any natural disasters.
12. **WIND UP-LIFT TEST.** Best Roofing itself makes no representation regarding wind up-lift resistance and whether the roof assembly will meet a wind up-lift test. Best Roofing's obligation is to install the prescribed materials in a good and workmanlike manner in accordance with the specifications and membrane manufacturer's printed installation instructions. Best Roofing's entitlement to payment is not dependent upon meeting criteria promulgated by FM Global, including wind up-lift test as outlined in TAS 124.
13. **MOBILIZATIONS.** Mobilization is defined at [businessdirectory.com](http://businessdirectory.com) as "activation of a Best Roofing's physical and manpower resources for transfer to a construction site until the completion of the contract." Best Roofing has allowed one (1) Mobilization for this project. Should Best Roofing discover concealed or unknown conditions in the existing structure that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from Best Roofing to the Owner/Owner's Representative.
  - a. If the path of a Hurricane ("Cone") is forecasted to make land fall within three (3) days, a decision must be made to secure, or offload the project. It is specifically understood that the value of the materials and equipment damaged as a result of leaving these assets (not offloading the project) will be the responsibility of the entity noted in the contract document. Additional charges will be handled by change order based on actual time and verifiable expenses incurred.
  - b. If more than one (1) mobilization is required by the owner and additional mobilizations are not specifically spelled out in the "Scope of Work" in the contract document, the cost incurred to remove and remobilize material, equipment and manpower will be the responsibility of the entity noted in this contract document. Additional charges will be handled by change order based on actual time and verifiable expenses incurred.
14. **FIELD DIRECTION.** Best Roofing reserves the right to request additional compensation shall the owner decide to issue a stop work order without justifiable cause. In case there is a disagreement with regards to the justifiable cause for the stop work order, Best Roofing reserves the right to proceed forward with the work. It is further understood by this Owner that direct direction in the field to the workers is not allowed and proper written notification is to be provided to the Project Manager or Construction Manager of the Project.
15. **BOND.** A Surety Bond will be furnished where payment and performance bonds are specified at an additional cost. Bond must be requested prior to commencement of any Work.
16. **FUMES AND EMISSIONS.** Owner acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Best Roofing. Owner/Owner's Representative shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, window, doors, and other openings to prevent fumes and odors from entering the building. Owner/Owner's Representative is aware roofing products emit fumes, vapors, and odors during the application process. Owner/Owner's Representative shall hold Best Roofing harmless and indemnify from claims relating to fumes and odors that are emitted during the normal roofing process.
17. **PONDING WATER.** Ponding Water is defined as water that has not completely drained. It is understood by the Owner and/or Owner's Representative that a ponding water condition is not indicative of a defective roof system. Positive drainage is a design goal and is not always achievable. Best Roofing will not be held responsible for a ponding water condition that results from a roof structure that is not designed to achieve positive drainage. If the substrate roof condition results in ponding pursuant to the Building Code and modifications are required to correct the roof so ponding will not occur, Best Roofing will notify Owner and/or Owner's Representative.
  - See Unit prices in: UNFORESEEN CONDITIONS / UNIT PRICES**#1. Roof Deck Replacement:**
  - (0). Raise Roof Area that Ponds Water (1" Raise per SF)



18. **SUB-SURFACE CONDITIONS:** Installation of a new roof requires nails or screws to be inserted into the deck area. It is the Owner's responsibility to notify Best Roofing of the location for all sub-surface conditions, including but not limited to, conduits, post-tension cables, fire suppression systems, utility lines, and air conditioning wiring. Best Roofing will not be responsible and shall be held harmless for the puncture to any undisclosed sub-surface conditions. Owner/Owner's Representative accepts full responsibility for any repair or replacement that may be necessary.
19. **ASBESTOS AND TOXIC MATERIALS.** This proposal and contract is based upon the work to be performed by Best Roofing and will not involve asbestos-contain or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Best Roofing is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Best Roofing shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing, or toxic material at the work site.
20. **ATTIC VENTILATION.** Best Roofing shall not be liable for any roof or structural related issue arising out of, or relating to an inadequately ventilated attic system. Owner/Owner's Representative agrees to indemnify and hold harmless Best Roofing for any and all damages arising out of said condition.
21. **ROOF INSULATION.** How much roof insulation is required is ambiguously represented in the building codes. There are numerous contradictions when taking into consideration existing conditions and the roofing or waterproofing service provided. It is understood by all parties that if a municipality issues a permit and the insulation thickness and "R" value are defined and the Best Roofing has complied with the insulation requirements as outlined in the permit, then Best Roofing will be held harmless for any questions or concerns regarding the insulation installed.
22. **MOLD & MILDEW.** Best Roofing disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold") including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Best Roofing or individuals or entities under Best Roofing's control. The Owner/Owner's Representative is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Owner/Owner's Representative, Best Roofing or third parties. We take leaks very seriously. If a roof leak is caused by unforeseen circumstances, Best Roofing will take immediate action to avoid the potential risks such as mold and structural deterioration. If needed, Best Roofing will rectify the problem by self-performing, or deploying water mitigation contractors to remedy the situation within 48 hours. Upon determination of the cause of the leak, the responsible party will take financial ownership of the remediation. If the client chooses to engage an outside contractor to remedy water mitigation damage, it is the sole responsibility of the client to pay for their services.
23. **INTERIOR PROTECTION.** Owner/Owner's Representative acknowledges that re-roofing of an existing building may cause disturbance, dust, or debris to fall into the interior and if any adhesive used dripping may occur depending upon deck conditions. Owner/Owner's Representative agrees to remove or protect property directly below the roof in order to minimize potential interior damage caused by leaks or debris. Best Roofing shall not be responsible for disturbance, damage, clean-up, or loss to interior property that Owner/Owner's Representative did not remove, or protect, prior to commencement of roofing operations. No interior protection or clean up included. Owner/Owner's Representative agrees that under no circumstances shall Best Roofing be held liable for water intrusion that occurs from the date Best Roofing commences work on the project through the date of completion of such work. Best Roofing shall not be responsible for any damage incurred due to nails or screws penetrating the roof deck, or for damage incurred to anything secured or attached to the roof deck, joists or any other roofing structure member which becomes loose, unsecured or falls as a result of the roofing operations of Best Roofing.
24. **INTERIOR CRACKING.** Owner acknowledges and understands that construction is an industry inherently subject to vibrations. During the construction process, vibrations and heat can cause interior cracking to drywall, crown molding and ceilings. Owner further acknowledges that such cracking is not the result of negligent workmanship and shall be deemed expected minor flaws.
25. **RESTRICTIONS AND REQUIREMENTS.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement, or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Best Roofing's labor and materials shall be the sole obligation of the Owner/Owner's Representative.



26. **BACK CHARGES.** No back charges or claims for payment of services rendered, or materials and equipment furnished by Owner/Owner's Representative to Best Roofing shall be valid unless previously authorized in writing by Best Roofing and unless written notice is given to Best Roofing within ten (10) business days of the event, act, or omission, which is the basis of the back charge. In addition, Best Roofing shall have the benefit of all rights to redress and remedy any deficient work or damage created by Best Roofing unless Best Roofing is not responsive. Best Roofing shall not be liable for any loss of property use or loss of profits.
27. **ADDITIONAL CHARGES.** When items are required in addition to the outlined "Scope of Work", refer to Additional Work Authorization Form to be provided by Best Roofing. Additional charges may result from any of the following: Addition or deviation from the specifications herein described, damage to our work by others; temporary protection of the building not originally included. in this work order; premature notice to start work causing unnecessary trips; trips back to the job to repair openings created after work is complete; material and equipment off-loads from roof due to acts of God (such as tropical storms and hurricanes), debris removal by others required by local laws, and any labor required to be done outside of normal business hours. Best Roofing is not required to do additional work unless a proper Additional Work Authorization Form has been executed by Owner and/or Owner's Representative.
28. **CONSEQUENTIAL DAMAGES.** The Owner expressly waives all claims against Best Roofing for consequential damages, which include, but are not limited to, special, incidental, exemplary, delay damages, lost use, lost rental income, lost financing, or costs incurred to live elsewhere.
29. **INSURANCE.** Best Roofing agrees to purchase and maintain, as required by law, workers' compensation, liability and property insurance to protect the Owner and/or Owner's Representative from injuries and/or damages which may arise out of or result from Best Roofing's operations under this Contact and for which Best Roofing may be legally liable, whether such operation be by Best Roofing or by anyone directly or indirectly employed by Best Roofing, or by anyone for whose acts Best Roofing may be liable. Owner and/or Owner's Representative agree to look solely to Best Roofing's appropriate insurance carrier for any and all damages including those caused by Best Roofing's sole negligence. The Owner and/or Owner's Representative agrees to provide sufficient insurance to protect Best Roofing against loss of materials installed, or on the premises due to fire, windstorm, hail or floods. Owner and/or Owner's Representative provided property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. If the property insurance requires minimum deductibles, the Owner and/or Owner's Representative shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. The insurance shall waive rights of subrogation, if any against Best Roofing. The Owner and/or Owner's Representative shall purchase and maintain such insurance as will insure the Owner and/or Owner's representative against loss of use of the Owners' and/or Owner's Representative property due to fire or other hazards, however caused. The Owner and/or Owner's Representative waive all right of action against Best Roofing for loss of use of the Owner and/or Owner's Representative's property, including consequential damages.
30. **ADDITIONAL INSURED.** If Owner/Owner's Representative requires and Best Roofing agrees to name Owner/Owner's Representative or others as an additional insured on Best Roofing's liability insurance policy, Owner/Owner's Representative and Best Roofing agree that the naming of Owner/Owner's Representative or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Best Roofing and is not intended to make Best Roofing's insurer liable for claims due to the fault of the additional insured.
31. **STRUCTURAL SUITABILITY.** Best Roofing assumes full responsibility for furnishing of roofing materials and for providing specifications and recommendations for their proper installation. Best Roofing does not, either itself or through its representative, practice architecture or engineering and offers no opinion on, and expressly disclaims any responsibility for, the structural soundness of any roof deck on which roofing products may be applied. Opinions of competent structural engineers should be obtained by the Owner and/or Owner's Representative as to the structural soundness of the roof deck and its ability to properly support the contemplated roof installation. Best Roofing accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.
32. **ADJACENT WALLS & EQUIPMENT.** Best Roofing is not responsible for leaks or possible damages caused by water infiltration into the roof system, as a result of moisture migration. Building with cracked stucco, EFIS surfacing, A/C duct work, or any other surface that allows water to enter into the roof system is not the responsibility of Best Roofing and corrective action is specifically excluded from this contract document.



33. **WORK PERFORMED BY TRADE CONTRACTORS EMPLOYED BY OTHERS.** Best Roofing will not be held responsible for completing the Project when trade contractors employed by the Owner, Owners Representative or anyone else that it impacts Best Roofings ability to complete their work. This could include, but is not limited to, closed out permits, completion of related work such as A/C units, electrical work or any other work that delays or directly impact Best Roofing's ability complete or close out Best Roofings work. Owner will make payments to Best Roofing for the entire value of the work in place and not withhold retainage for such reasons.
34. **CONCRETE WORK.** Owner shall provide water service (or hydrant meter), parking space for equipment, and all applicable permits at no charge to Best Roofing. If roofing or waterproofing is to be installed over a concrete or like concrete substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor in consultation with the concrete subcontractor, concrete manufacturer, and design professional. Best Roofing is not responsible for testing or assessing moisture content of the deck or substrate, or for the effects of moisture emitted from the deck.
- If a Plaza Deck or topping slab removal is required, Best Roofing assumes no responsibility for leaks during this process associated with water trapped between the structural and topping slabs.
35. **MISCELLANEOUS.** These Terms and Conditions together with providing the Scope of Work, etc. and any attachments constitute the entire agreement of the parties. Modifications to this Agreement can be made only in writing signed by All Parties. Owner and or Owner's Representative permitting performance of work indicates acceptance without exception of this Agreement, even if this Agreement is not executed. This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be Broward County, Florida. In the event there is litigation over the enforcement of this contract or the work contemplated herein, the parties knowingly, voluntarily, irrevocably, and intentionally waive the right to a trial by jury. Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.
36. **FINAL PAYMENT.** The making of final payment shall constitute a waiver of all claims against Best Roofing by Owner and/or Owner's Representative except for those arising from (a) unsettled liens stemming from work performed by Best Roofing, (b) terms of any Warranty or warranty issued pursuant to this Contract. No Warranty or Warranty provided by Best Roofing shall be valid until full and final payment is received.
37. **SEVERABILITY.** The parties hereby agree that the sections, paragraphs, provisions, and clauses of this Agreement are severable and enforceable as such, specifically if any section, paragraph, provision, or clause within this Agreement is hereafter deemed to be unenforceable for any reason, the rest and remainder of this entire Agreement is otherwise enforceable and shall remain in full force and effect.
38. **REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

have been duly authorized, and the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms

**Acceptance of Best Roofing Proposal #**

The above specifications, prices contract terms and standard conditions are satisfactory and hereby accepted as indicated by the Scope of Work above. You are authorized to do the work as specified.

\* Price is subject to change after thirty (30) days, see Clarifications #2 - **PRICE VOLATILITY.**

\_\_\_\_\_  
Owner/Agent & Title  
(Print)

\_\_\_\_\_  
Owner/Agent & Title  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Best Roofing Account Manager & Title  
(Print)

\_\_\_\_\_  
Best Roofing  
(Signature)

\_\_\_\_\_  
(Date)



**M-LASIK LLC**

JAN 12, 2024

**KAIROS**  
**ROOFING**  
ABOVE THE REST



**DANIEL CHIMENTI**

dchimenti@bentlyventuresllc.com  
6468724043

4300 W Oakland Park Blvd  
Lauderdale Lakes, FL  
33313



We solve roof problems!

info@kairosroofingllc.com  
(954) 903-1299



# .060 MIL TPO OVER LIGHTWEIGHT CONCRETE FA TO 1.5" ISO & CONCRETE TILE

Hi Daniel,

Kairos Roofing is pleased to submit our proposal to provide **all labor, materials, equipment, insurances, engineering, and permits** required to perform the following scope of work:

## TPO FLAT DECK SCOPE

### **PHASE ONE: PREPARATORY**

- Mobilize to jobsite and setup all required ground protection for the staging of equipment.
- Obtain all necessary roofing permits required by local municipality. Permit allowance up to **\$500.00** included.
- Provide necessary crane to assist with loading and unloading of materials.
- Perform a required engineering to prior to submission of permit 1. Drainage Calculation 2. Roof Attachment Calculation 3. Wood Nailer Attach Calculation

### **PHASE TWO: TPO ROOF OVER LIGHTWEIGHT CONCRETE DECK**

- Remove existing gravel and 1" roofing down to concrete deck and dispose accordingly. Only remove as much roofing that can be covered up within one (1) days work.
- Provide and install 1.5" ISO set in Olybond 500 adhesive as per manufactures specification .
- Install complete .060 GAF TPO roofing system fully adhered to newly installed 1.5" insulation.
- All field seams to be welded with a minimum 3" overlap as per manufactures details.
- **Install tapered crickets to promote positive drainage to Scuppers.**

### **PHASE THREE: SHEET METAL FLASHINGS**

- Custom fabricate three (3) Primary scuppers and Overflows per engineering requirements.
- All parapet walls over 12" to be terminated with drive pins and TPO counterflashing.
- All sheet metal items to consist of 22 & 24 gauge galvanized sheet metals.

## CONCRETE TILE SCOPE

### **PHASE ONE: DEMOLITION AND DRY IN**

- Remove the existing roofing system down to wood deck and dispose accordingly.
- Remove all existing gutters and dispose accordingly. Downspouts will be left in place for new gutters to tie into existing. New gutters are not included in this scope of work.
- Inspect wood deck for any deteriorated decking. Proposal includes up to three (3) sheets plywood decking or 100 linear feet of T&G decking. Refer to lumber schedule for additional wood members.
- Re-nail existing wood decking with 2.5" 8D nails as per the Florida Building Code.
- Furnish and install one (1) layer of #30 felt mechanically fastened with 1-1/4" ring shank nails and 1-5/8" tin caps at perimeter edge, valleys & gable ends.
- All existing valleys will receive new valley metal installed with 1-1/4" ring shank nails.
- Fabricate and install new 3x3" drip edge metal with 1-1/4" ring shank nails along perimeter edge of roof.
- Install new lead flashing at plumbing vents and replace all existing vents with new.
- All roof return flashings to receive new 11x5" metal flashings at all locations.
- All sheet metal to consist of 26-gauge galvanized.

### **PHASE TWO: SELF-ADHERED UNDERLAYMENT INSTALLATION**

- Paint all exposed metals with asphalt primer on roof side to ensure proper adhesion of self-adhered underlayment.
- Install one (1) layer of self-adhered modified asphalt roofing underlayment throughout roof surface area per manufacture's recommendations for direct to deck system.



- All exposed cricket areas to received 3-ply modified roofing system.
- All valley locations to receive one (1) ply of self-adhered granulated as additional reinforcement and protection from UV rays.
- All penetrations and flashings to be reinforced with a polyurethane Polyflash 1C liquid applied flashings compound.

### **PHASE THREE: TILE INSTALLATION**

- Install Standard Concrete Tile set in Miami-Dade approved foam adhesive.
- Install hip & ridge metals along all ridges to allow foam adhesion of ridge tiles.
- Install metal eave closures at all eave locations.
- Install concrete mortar finish to all tile gables, valleys, and ridges.
- Perform mandated uplift test by engineer. Cost of report included.
- Clean premises and haul garbage away for final inspection.

### **FINAL PHASE: PROJECT CLOSEOUT**

- Perform all final city and associated manufacturer inspections to close out permit.
- 20 Year Manufacturer's Material Underlayment Warranty (Polyglass).
- 20 Year Manufacturers Material Warranty (GAF).
- 5 Year Kairos Roofing Workmanship Guarantee.

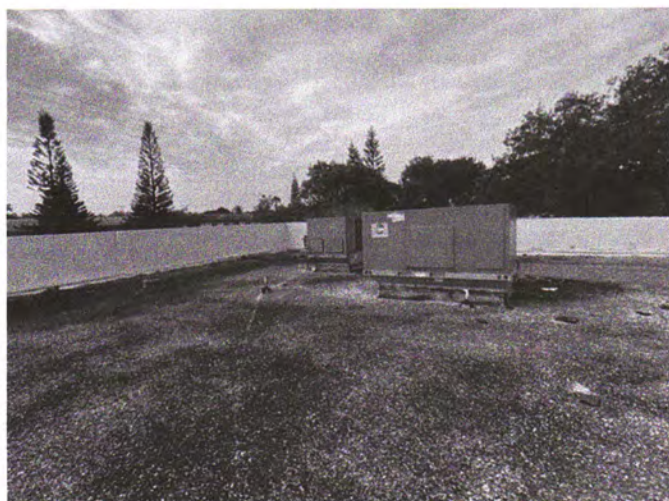
Thank you for the opportunity to service your roofing needs. If you have any questions, please feel free to contact me at 954-903-1299.

Sincerely,

Tylore Quintanilla  
Forensic Roofing Specialist  
Kairos Roofing

Kairos Roofing, a Florida licensed contractor (CCC1332202) proposes to the Owner to perform in a workmanlike manner the roofing construction work as described.

# INSPECTION





# .060 MIL TPO OVER STEEL DECKING

Description	Qty
<b>DUMPS / PERMITS / ENGINEERING</b>	
Dumpster - Tile	8
Dumpster - Flat	28
Engineering - Uplift Test	1
Engineering - Drainage Calculation	1
Engineering - Attachment Calc	1
Engineering - Pull Test	1
Permit Fee Allowance - \$500.00	1
Permit Runner	1
NOC	1
Supplier Delivery Charge	1
Equipment - PTK Crane	20
Trash Chute	1
<b>TPO ROOF INSTALLATION</b>	
SUPPORT LABOR - Quality control support drivers for setup & breakdown	20
GRAVEL REMOVAL	28
FLAT ROOF TPO (NO INSULATION)	28
FLAT ISO INSULATION	28
WALL FLASHING PARAPET - 18" Max Height	263
RE-SIZE EXISTING NEW SCUPPER - Re-size existing scuppers to meet current Florida Building Code	3
GAF 20 YEAR MATERIAL WARRANTY FEE	28
<b>TILE ROOF INSTALLATION</b>	
TEAR OFF / PEEL & STICK DIRECT TO DECK - up to 6/12 and 2 story	8
TEAR OFF STEEP CHARGE > 8/12	8
PLYWOOD DECKING REPLACEMENT - Remove rotten lumber and install new. Each sheet labeled.	3
TILE INSTALLATION UP TO 6/12 - with Miami Dade approved foam adhesive	8

TILE INSTALLATION STEEP UP CHARGE ABOVE 6.5 > 8/12	8
BATTEN INSTALL FOR TILE LOADING	8

Quote subtotal	\$69,944.11
Taxable subtotal	\$35,781.14
Tax (7.0%)	\$2,504.68
Total	\$72,448.79

# AUTHORIZATION PAGE

.060 Mil TPO over Steel Decking

\$72,448.79\*

**Name:** Daniel Chimenti  
**Address:** 4300 W Oakland Park Blvd, Lauderdale  
Lakes, FL

\*Includes taxes

## Optional Enhancements

Description	Qty	Unit price	Line total
<input type="checkbox"/> *Cut All Stucco Flashings, Install New L Flashings and Stucco to match existing texture as close as possible *Priming and Painting by others	40	\$54.55	\$2,182.00

## Customer Comments / Notes

Daniel Chimenti: \_\_\_\_\_

Date: \_\_\_\_\_

Tylore Quintanilla: \_\_\_\_\_

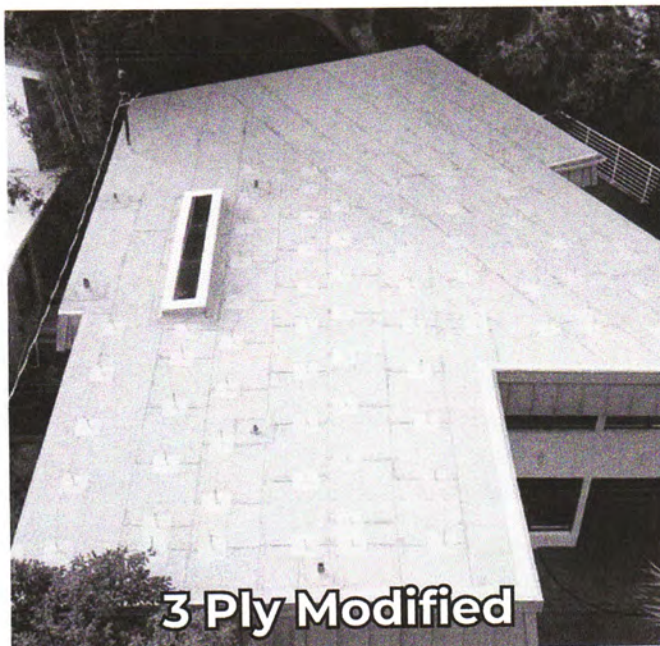
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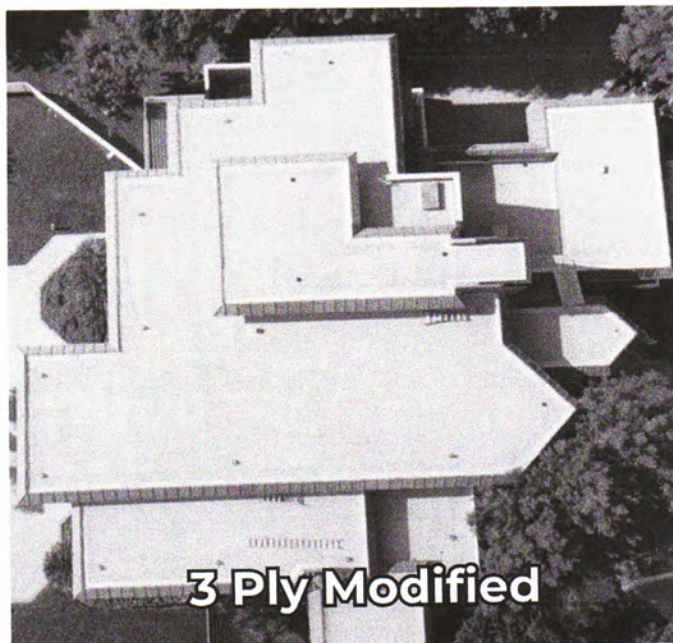
KAIROS  
ROOFING  
ABOVE THE REST

# TPO & 3 PLY MODIFIED PORTFOLIO

TPO  
3 Ply Modified



3 Ply Modified



3 Ply Modified



TPO



TPO



We  
protect  
what  
matters  
most





# KAIROS ROOFING

ABOVE THE REST

## LUMBER SCHEDULE

Carpentry (except roof deck) on 2-story areas or above 6/12 pitch - add \$5.00 per LF or \$85.00/sheet.

### Roof Deck

Type	Price	Type	Price
T&G 1" x 6"	\$5.00 per LF	5/8" T1/11 plywood 4"	\$5.50 per SF
T&G 1" x 8"	\$6.00 per LF	5/8" T1/11 plywood 8"	\$6.10 per SF
5/8" Plywood	\$4.50 per SF	Plywood Overlay	\$130.00 per sheet
3/4" Plywood 4' x 8'	\$4.75 per SF		

\*Tongue & Groove boards on large rotted areas may be replaced with plywood sheathing at Kairos's sole discretion.

\*Specialty wood decking will be quoted as needed.

### Fascia Boards

Type	Price	Type	Price
1" x 4" Pine	\$6.00 per LF	2" x 4" Pine	\$7.00 per LF
1" x 6" Pine	\$9.00 per LF	2" x 6" Pine	\$10.00 per LF
1" x 8" Pine	\$9.50 per LF	2" x 8" Pine	\$11.00 per LF
1" x 10" Pine	\$10.00 per LF	2" x 10" Pine	\$12.00 per LF
1" x 12" Pine	\$11.00 per LF	2" x 12" Pine	\$13.00 per LF
1" x 4" Cedar	\$10.00 per LF	2" x 4" Cedar	\$11.00 per LF
1" x 6" Cedar	\$11.00 per LF	2" x 6" Cedar	\$12.00 per LF
1" x 8" Cedar	\$12.00 per LF	2" x 8" Cedar	\$15.00 per LF
1" x 10" Cedar	\$13.00 per LF	2" x 10" Cedar	\$18.00 per LF
1" x 12" Cedar	\$15.00 per LF	2" x 12" Cedar	\$20.00 per LF

\*Contact the Kairos Roofing office for soffit pricing.

### Truss Reinforcements

Type	Price	Type	Price
2" x 4" Pine	\$7.00 per LF	2" x 8" Pine	\$11.00 per LF
2" x 6" Pine	\$10.00 per LF	2" x 10" Pine	\$12.00 per LF

\*Contact the Kairos Roofing office for structural beam pricing beyond what is listed.

### Furring Strips

Type	Price
1" x 2" PT	\$1.25 per LF

### Removal of Additional Roofing

Type	Price	Type	Price
0.5" - 1" insulation	\$0.25 per SF	Additional Underlayment	\$0.50 per SF
Additional Anchor Sheet	\$0.50 per SF	UL Adhered to Roof Deck	\$0.50 per SF
Double Layer Shingle	\$0.50 per SF		

### Unit Prices - Misc. Items

Galvanized L-Flashing	\$15.00 per LF	Stucco Work	\$50.00 per LF
Aluminum L-Flashing	\$18.00 per LF	Stucco stop with caulk lip (required if no stucco work performed)	\$10.00 per LF
Copper L-Flashing	\$30.00 per LF	Roof to Wall Straps	\$50.00 each
Add or Re-Size Scuppers	\$650.00 each		
Miami-Dade Approved Solar Fan	\$1,800.00 each		

# PAYMENT TERMS

## Payment Schedule

1. 25% of contract amount is due upon signing of contract. Permit process will start when the deposit is collected.
2. 30% due upon material delivery and commencement of work.
3. 35% due upon substantial completion. (Substantial completion is defined as the day Kairos Roofing demobilizes from the site and the project is complete except for punch list items and final inspections.)
4. 10% due at completion of roof installation and final inspection.

## Additional Payment Terms:

1. 100% of any change order(s) will be paid upon receipt of invoice for same.
2. Interest shall accrue on any unpaid balance starting two calendar days past the due date, as specified, at 1.5% per month (18% per annum) or at the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all costs, including actual attorney fees and expenses, shall be added to the unpaid balance. Non-payment in accordance with these terms shall be considered material and cause for termination of performance by Kairos Roofing.
3. Payments made by credit card are subject to a 3.50% convenience charge.
4. Payments shall be in the form of cash or check. PACE Funding shall be subject to additional fees.

**CHAPTER 713 LIEN LAW PROVISION 12.1 ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTION 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE TO YOU A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

Florida Statute 489.140 through 489.143 known as "Florida Homeowners' Construction Recovery Fund" is available to compensate those homeowners that qualify. For more information address the above Florida Statute or consult an attorney.



# EXCLUSIONS

1. The following items are not included; repairs to the wood beyond the listed allowance, furnishing or installation of roof drains, repairs or alteration to the building other than the roof. Also excluded are mechanical and electrical work, interior protection, installation of new gutters or downspouts, pool screen removal or re-installation, removal or reinstallation of siding or metal panels or any woodwork, brickwork, deck work, metalwork, plastering, stucco, soffit work, flashings, caulking (fascia boards, soffits, etc.), roof-to-wall straps (hurricane straps) or painting (including priming/painting fascia), unless specifically stated in writing.
2. OIL CANNING, DEFLECTION, WAVINESS: Owner acknowledges that the roof will often exhibit waviness, commonly referred to as deflection, waviness, or oil canning. Deflection and oil canning are an aesthetic concern and are not related to the performance of the installed roof. These aesthetic concerns are often caused by pre-existing structural features of the roof (e.g., warped plywood, wood deflection over time, improperly installed trusses, etc.), owner acknowledges and agrees to hold Kairos Roofing harmless in the event the roof exhibits deflection, waviness, and/or oil canning. If repairs are a viable option, a change order will be presented to the owner for approval.
3. Any equipment mounted to the roof and/or exterior roof line including but not limited to air conditioning units, solar panels, pool or water heaters, satellite or television dishes, pipes, drain-gutters, adornments, signs, antennas, trees, pipes, electrical equipment/lines, phone lines, awnings, screen frames and/or enclosures, and any other attachments to building or roof shall be removed by owner or others at owner's expense.
4. Customer is responsible to notify in writing the location of septic tanks, wells, sprinkler lines/heads, drain fields, and any other underground elements.
5. If open beam and exposed roof deck areas are found, proposal assumes that these areas might already have secondary layer of sheathing. If no secondary sheathing is found, one of the two options will be considered acceptable by owner:
  - a. Install new 5/8" CDX plywood secondary deck, nailed according to current code, over existing tongue and groove sheathing on roof to minimize unsightly penetrations and split sheathing from base sheet fasteners. Secondary sheathing to be added at \$125.00 per sheet of plywood to proposal amount. If plywood recovery is selected and nails protrude through the exposed ceiling, Kairos Roofing will address this by driving the nails back and re-nailing the plywood to the beam. In such event, owner acknowledges that this is an acceptable repair.
  - b. Unless owner and/or owner's representative opts for plywood recovery/plywood overlay, Kairos Roofing is not responsible for any nail or screw penetrations or splintering caused by nail or screws. Where exposed sheathing, holes and openings exist, customer shall protect interior and furnishings from falling sediments and debris filtering through roof sheathing.
6. U.L. gas vent(s) caps, stacks, & flues: The Construction Trade Qualifying Board ruled the removal and reinstallation of flue pipes or vent stacks for water heaters and boilers are not considered incidental work by a Roofing Contractor. If the gas vent stack & flue system is disturbed or removed, a permit or letter of certification must be obtained by the homeowner at the sole expense of the homeowner in accordance with 301.1(g), 4001.4(a), and 4703.1 of the SFBC using a contractor licensed in that trade.
7. HURRICANE MITIGATION RETROFIT ROOF-TO-WALL CONNECTION: Effective October 1, 2007, new hurricane retrofits for existing site-built single-family residential homes states that homes exceeding \$300,000.00 in appraised or insured value will be subject to a mandated roof-to-wall (hurricane strapping) retrofit. Whereas roof-to-wall connections will be improved (if existing connections do not comply) to comply with section 201.3. Mandated retrofits shall not be required beyond a fifteen percent increase to the cost of re-roofing. If your home value triggers this retrofit, estimates and options will be discussed before any work begins on your re-roofing project.
8. This proposal assumes the work consists of and is limited to the removal of one roofing system, inclusive of one anchor sheet nailed into the existing wood deck and one underlayment adhered to the anchor sheet, or one layer of shingle nailed to the anchor sheet, unless otherwise specified. In the event Kairos Roofing encounters the above listed scenarios, contractor shall be entitled to additional fees as listed in the lumber schedule.

9. There are no verbal or other agreements as part of this contract. The only terms and work to be done or guaranteed is as set forth in this contract; no promises, verbal or otherwise, will be valid.



# CLARIFICATIONS

1. **ACCEPTANCE:** Acceptance of this Proposal by Owner shall be acceptance of all Terms and Conditions recited herein. Upon acceptance, this Proposal shall become a binding contract between Contractor and the Owner. This Proposal and the plans, specifications and other documents, if any referenced in this proposal shall constitute the entire agreement between the parties.
2. **CONTRACTOR'S RIGHT TO RESCIND:** Contractor reserves the right to withdraw or revise this Proposal until such time as Owner communicates his acceptance to Contractor. This Proposal expires thirty (30) days after the date stated in this proposal if not earlier accepted, revised or withdrawn.
3. **MATERIAL VOLATILITY:** The material costs component of this agreement has been calculated based on current market prices for tile, lumber, and other required roofing materials. However, these prices are volatile, and sudden price increases or lack of available inventory may occur during performance of this agreement. After execution of this agreement, should an increase in the costs of materials and/or a lack of available materials occur, Owner hereby agrees that Contractor shall be entitled to an equitable adjustment to the agreement price and time of performance. Any claim by Contractor for an equitable adjustment in price and time shall be made pursuant to materials adjustment notice to Owner/Change Order. The lack of available inventory of materials shall not be considered an event causing delay to the project schedule for any reason. Owner agrees that Kairos Roofing has the right to substitute materials with equal or better materials should the materials listed in the description of the Work become unavailable for any reason. Kairos Roofing has the right to make such substitution without notice to or permission from the Owner.
4. **WOOD REPLACEMENT:** Owner agrees that wood replacement costs may be separately invoiced by Kairos Roofing and must be paid within five (5) days of being presented to owner and failing that, Kairos Roofing has the right to stop work until the invoice is paid and reserves the right to charge a remobilization fee.
5. **PERMITTING FEES:** Base permit and permit processing Fees are included in the contract price at the time of the quote. However, in the South Florida Market, every municipality has its own fee schedule. The fee schedules may change prior to or during the negotiations. We have made an allowance in the proposal for permitting allowances. Any overages will be billed to the customer.
6. **ACCESS:** Due to the nature of the work, Kairos Roofing shall be permitted to access to the eave of the roof line for trucks, stocking of materials, and equipment. Kairos Roofing will require use of driveways, and/or paved/unpaved areas leading to the job site for its equipment without liability.
7. **UTILITIES:** Owner shall make available electricity and water to be used by Kairos Roofing during the performance of the work.
8. **DAMAGES:** Kairos Roofing shall not be liable for any incidental or consequential damages beneath the roofing system, this building, its contents or its occupants, loss of time or profits or any inconvenience.
9. **WARRANTY.** The type of warranty and extent of coverage shall be as indicated in accordance with written warranty, if any is offered by manufacturers of materials incorporated into the project. In addition to manufacturer's warranty, and upon receipt of final payment, **Kairos Roofing** shall warranty workmanship furnished as part of this work order against defects in such workmanship for a period up to five (5) years from the completion of work. The warranty is limited to roof leaks relating to workmanship only and does not cover normal wear and tear, blistering, or any damage resulting from leaks, ponding, or material defects. As a condition precedent for this warranty and any manufacturer's warranty to remain in effect an Annual Inspection along with the required maintenance must be performed. The annual fee must be paid in full at the beginning of the second year in order for this warranty and maintenance agreement to stay in effect. The Kairos Roofing Warranty and Maintenance Agreement can be renewed at the end of the initial warranty and maintenance period. Kairos Roofing may impose an inspection fee for diagnosing leaks not related to work included in this contract.  
**THERE ARE NO OTHER WARRANTY OR WARRANTIES EXPRESSED OR IMPLIED.**
10. **WARRANTY TRANSFER:** In the event Owner seeks a transfer or assignment of the warranty, Kairos Roofing reserves the right to impose a fee not to exceed 10% of the contract sum. Before any and all warranties are transferred, a roof

inspection must be completed by Kairos Roofing, and all recommended repairs must be completed and paid for prior to the re-assignment of the warranty.

11. **OPPORTUNITY TO CURE DEFECTS:** Owner is obligated to provide Contractor with an opportunity to cure any purported defect(s) and/or related damages and such opportunity to cure shall be a condition precedent to litigation. Opportunity to cure is defined as written notice to Contractor describing the purported issue, after which, Kairos Roofing has sixty (60) days to remedy the defect or clarify why Contractor is not liable for the alleged defect/issue.
12. **POTENTIAL FOR FINDING NAILS AFTER PROJECT COMPLETION:** During construction, nails invariably fall from the roof. Kairos Roofing will make every effort to pick up the nails with a magnetic roller, but Owner acknowledges that Contractor is unable to guarantee that every nail will be picked up and agrees to hold Contractor harmless for any damages arising from same.
13. **HOA APPROVALS:** If the Project is part of a Condominium or Homeowners Association, Owner shall be responsible for obtaining all approvals needed to perform the Work. The Contract may be presented to the Association to assist in that regard as necessary.
14. **GOVERNING LAW/DISPUTE RESOLUTION:** The validity of this contract, the contract terms, their interpretation, and performance shall be governed by Florida Law. If any of the provisions contained in this contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. The limitation of liability shall survive the termination of this contract for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right later to enforce the same. The venue for any dispute, litigation or proceeding arising from or relating to this contract shall be Broward County, Florida.
15. **ACTS OF GOD:** Kairos Roofing shall not be responsible for damage or delay due to strikes, fires, accidents or other caused beyond its reasonable control.
16. **FUMES AND EMISSIONS:** Owner understands and acknowledges that odors, fumes, vapors, and emissions from roofing products will be released as part of the roofing operations to be performed by Kairos Roofing. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, window, doors, and other openings to prevent fumes and odors from entering the building. Owner and/or owner's representative shall hold contractor harmless and indemnify from claims relating to odors, fumes, vapors, and emissions that are emitted during the normal roofing process.
17. **PONDING WATER:** Ponding Water is defined as a roof surface that is incompletely drained. Positive drainage is a drainage condition with additional roof slope provided to ensure drainage of a roof area within 48-72 hours after a rainfall. It is understood by owner and/or owner's representative that a ponding water condition is not indicative of a defective roof system, and that positive drainage is not always achievable. Kairos Roofing will not be held responsible for a ponding water condition that results from a roof structure that is not designed to achieve positive drainage as defined by the National Roofing Contractors Association (NRCA).
18. **ASBESTOS AND TOXIC MATERIALS:** This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material.
19. **MOLD & MILDEW:** It is understood and agreed that the roofing contractor (and roofing contractor's insurer) will be held harmless for alleged or actual damages/claims as a result of mold, algae, or fungus. It is understood that the roofing contractors and roofing contractor's insurer will exclude all coverage, including defense, damages related to bodily injury, property damage, and clean up expenses caused directly or indirectly in whole or in part for any action brought by mold, including fungus and mildew regardless of the cost, event material, product or workmanship that may have contributed concurrently or in any sequence to the injury or damage that occurs.
20. **INTERIOR PROTECTION:** Customer acknowledges that re-roofing of an existing home/building may cause disturbance, dust, or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up, or loss to interior property that customer did not remove or protect prior to commencement or during roofing operations.
21. **HURRICANE PROTOCOLS:** If a Hurricane is forecasted to make land fall within three days, a decision must be made to secure or off-load delivered project materials. Contractor will communicate with the Owner during this period to discuss options. If Owner and Contractor agree to remove/secure delivered materials, Owner acknowledges that there are costs for this service and that costs cannot be borne solely by the Contractor. It is specifically understood that the value of the materials and equipment damaged because of leaving these assets (not off-loading the project) will be the responsibility



of the Owner. The project includes one mobilization.

22. **HIDDEN LINES:** Proposal assumes no electrical conduit, refrigerant lines, A/C ducts, plumbing, or other materials are embedded within the roof assembly, attached to the underside of the decking, or behind the fascia or soffit unless expressly identified on the face of this proposal. Customer will indemnify contractor from any personal injury, damage, claim, loss or expense resulting from the presence of these conditions. Owner shall compensate contractor for additional time, labor and expense resulting from the presence of such condition.
23. **INSURANCE:** Kairos Roofing carries full insurance as required by Florida law but shall not be held responsible for damages either before commencement of or during said work, caused by strikes, war, acts of God, sudden rains, windstorms, or any event beyond our control.
24. **CONSEQUENTIAL DAMAGES:** In no event shall Kairos Roofing be liable to the other Party for special, consequential, punitive, incidental, indirect, or exemplary damages under any theory of liability whatsoever.
25. **LIABILITY RELEASE:** In recognition of the relative risks, rewards, and benefits of the project to both the Owner and Kairos Roofing, the risks have been allocated such that the Owner expressly agrees to limit Kairos Roofing's total liability to the Owner, for any and all expenses, damages, claims, or liabilities arising out of this agreement, including attorneys' fees and costs, to the amount of the contract sum.
26. **STRUCTURAL SUITABILITY:** Kairos Roofing does not, either itself or through its representative, practice architecture or engineering and offers no opinion on, and expressly disclaims any responsibility for, the structural soundness of any roof deck on which roofing products may be applied. Kairos Roofing accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.
27. **TERMINATION CLAUSE:** Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this agreement; plus, (2) such other costs actually incurred by contractor; plus, (3) ten percent (10%) of the contract value for liquidated damages. This cost shall be deducted from such sums already provided prior to the date of the termination of this agreement. Contractor shall be entitled to any claim or claim of lien against owner for any additional compensation or damages in the event payment is not received.



January 4, 2023

**RE: PROPOSAL FOR EXTERIOR PAINTING OF THE EYE CENTER**

Dear Pannu Lasik Center,

This proposal was prepared for the **EXTERIOR PAINTING OF THE EYE CENTER** located at 4300 W. Oakland Park Boulevard, Lauderdale, FL 33319. My T Fine Painting and Waterproofing proposes to provide all labor, material, equipment and supervision to complete the work with regards to the below scope of work.

**SCOPE OF WORK:**

- Pressure clean all walls with 4000 psi. All bagging and peeling paint will be pressure cleaned with 4000 psi using an oscillating turbo tip to remove all loose coating.
- Full cover-up and protection for all areas not being painted.
- All cracks in masonry larger than hairline (over 1/16") are to be ground out mechanically to form a "V" or "U" shape measuring 1/4" blown or brushed out to remove all dust, dried of all moisture. The resultant opening shall have Sherwin Williams' Loxon H1 One Component, Low Modulus, Hybrid Sealant caulked in to completely fill the void.
- Once cured, the filled crack shall be overcoated with Sherwin Williams' Knife Grade Textured Elastomeric Patching Compound, crowed in the center approximately 1/16" and feathered at least 3" on either side of the crack to match the surrounding surface as closely as possible.
- All hairline cracks (less than 1/16") will be filled using Sherwin Williams' Brush Grade Textured Elastomeric Patching Compound, over a properly primed surface, crowing the application approximately 1/16" over the center of the crack and feathering the edges approximately 2" on either side to match the adjacent surface.
- Seal all walls with one (1) coat of Sherwin Williams' Loxon Surface Conditioner.
- Caulk glass block, hollow metal frames, and all stucco change of direction with Sherwin Williams' Loxon H1 One Component, Low Modulus, Hybrid Sealant.
- All walls to receive one (1) coat of Sherwin Williams' Loxon XP Exterior Flat Latex (7.0 DFT) to manufacturers specifications.
- All walls to receive finish coat of Sherwin Williams' Loxon Self Cleaning (2.9 DFT) to manufacturers specifications.
- Ferrous metal surfaces to be sanded, prepped, cleaned and spot primed with Kem Kromik Universal Metal Primer.
- Metal doors to be sanded, prepped and cleaned and will receive one (1) finish coats of Sherwin Williams' Sher-Cryl High Performance Coating gloss finish, color to be chosen by owner.

## EXCLUSIONS:

- All factor finished surfaces.
- All store front windows and doors.
- All factory light fixtures.
- All mechanical equipment.
- All floors and hand rails.
- All surfaces not previously motioned in the above scope of work.

## QUALIFICATIONS & CLARIFICATIONS:

- All decks, walkways and other surfaces that are not to be worked shall be protected by the Contractor.
- The Contractor shall secure and store all equipment, materials and tools before the end of each work day.
- This proposal quotation shall be valid for a period of **90** days from the date of issuance.
- If products from other manufacturers are chosen and approved that are superior to those identified in this proposal, or if any of the manufacturers experience a price increase prior to award of this project, this contractor reserves the right to adjust his quotation to reflect those increased costs.

## WARRANTY:

- Sherwin Williams Company will offer a seven (7) year, non-prorated, labor and material warranty for the work described herein.
- My T Fine Painting will offer a one (1) year, non-prorated, warranty against defective workmanship.

Work will be done after hours and/or on weekends and will be coordinated with the owner as needed.

**BID QUOTATION** = **\$39,400.00**

Payment schedule

10% due upon acceptance

25% due upon start

40% due upon 75% completion

Final payment due upon completion

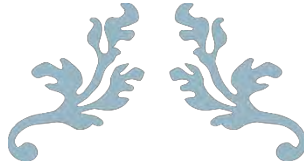
Acceptance by:

Name:

Date:







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# PANNU VISION CENTER

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Exterior Painting



JANUARY 13, 2024

POSSEBON & POZZEBON, LLC  
6134 NW Ginger Lane, Port Saint Lucie, FL 34986

# **Possebon & Pozzobon, LLC**

6134 NW Ginger Lane  
Port Saint Lucie, FL 34986  
(772)418-3106  
CGC-1525550

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**Client:** Pannu Vison Center  
4300 W Oakland Park Blvd  
Lauderdale Lakes, FL 33313

January 13, 2024

## **PROPOSAL**

### **SCOPE OF WORK: Exterior painting**

**Provide all necessary protection to work area needed to execute the following work scope listed below.**

- Pressure clean all walls of building. with 4000 psi.
- Full cover-up and protection for all areas not being painted.
- Repair all cracks in masonry.
- Provide and apply sealant as needed.
- Provide and apply patching compound as needed.
- Seal all walls with Surface Conditioner.
- Provide and apply caulking to all exterior areas on building as needed.
- Provide and apply (1) coat of Exterior Latex DFT
  - **Brand:** Sherwin Williams
- Provide and apply finish coat of Self Cleaning DFT
  - **Brand:** Sherwin Williams
  - **Color:** to be chosen by client
- Provide and apply primer to all metal surfaces including trim and doors.
- Provide and apply finish paint to metal finishes including doors as needed.
  - **Brand:** Sherwin Williams
  - **Color:** to be chosen by client

### **Exclusions**

- Any/all items and/or areas not mentioned in above scope.
- Contractor not responsible for delays caused by weather or any unforeseen events.
- All work will be conducted in a professional manner.

## Warranty

- Manufacturer Warranty
- Contractor offers a one-year warranty on labor only.

## **Total Price:**

**\$43,846.00 (Forty-three thousand eight hundred and forty-six dollars and zero cents)**

**1<sup>st</sup> payment of \$5,000.00 due upon acceptance of contract**

**2<sup>nd</sup> payment of \$15,000.00 due upon start of job**

**3<sup>rd</sup> payment of \$15,000.00 due upon 75% completion of project**

**Final payment of \$8,846.00 due upon completion**

- ❖ *Work to be completed after hours and/or on weekends as needed.*
- ❖ *Any additional work needed and/or requested will be subject to additional charges. All extra work orders will be submitted on*
- ❖ *separate contract(s) and are subject to client approval.*
- ❖ *Permit fees are not included in the contract price listed above.*
- ❖ *Client responsible for any/all permit fees.*
- ❖ *Client responsible for any architectural/engineer drawings needed for permit application and approval.*

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_



# INVOICE

## CAME Designs Studio

2525 Ponce de Leon Blvd Suite 300, Coral  
Gables, FL 33134, UNITED STATES  
admin@camedesigns.com; Website:  
www.camedesigns.com

**Invoice No#:** 2109-2309-8838-93

**Invoice Date:** Dec 6, 2023

**Due Date:** Dec 6, 2023

PAID

**\$0.00**

**AMOUNT DUE**

### BILL TO

Lasik99@aol.com

#	ITEMS & DESCRIPTION	QTY/HRs	PRICE	AMOUNT(\$)
1	design fees render of commercial building	1	\$1,500.00	\$1,500.00
Subtotal				\$1,500.00
TOTAL				\$1,500.00 USD
Amount paid				\$1,500.00
AMOUNT DUE				\$0.00 USD

### NOTES TO CUSTOMER

\*\*\* Please pay balance due upon receipt for completed renders \*\*\*\*





**BEFORE- Right**

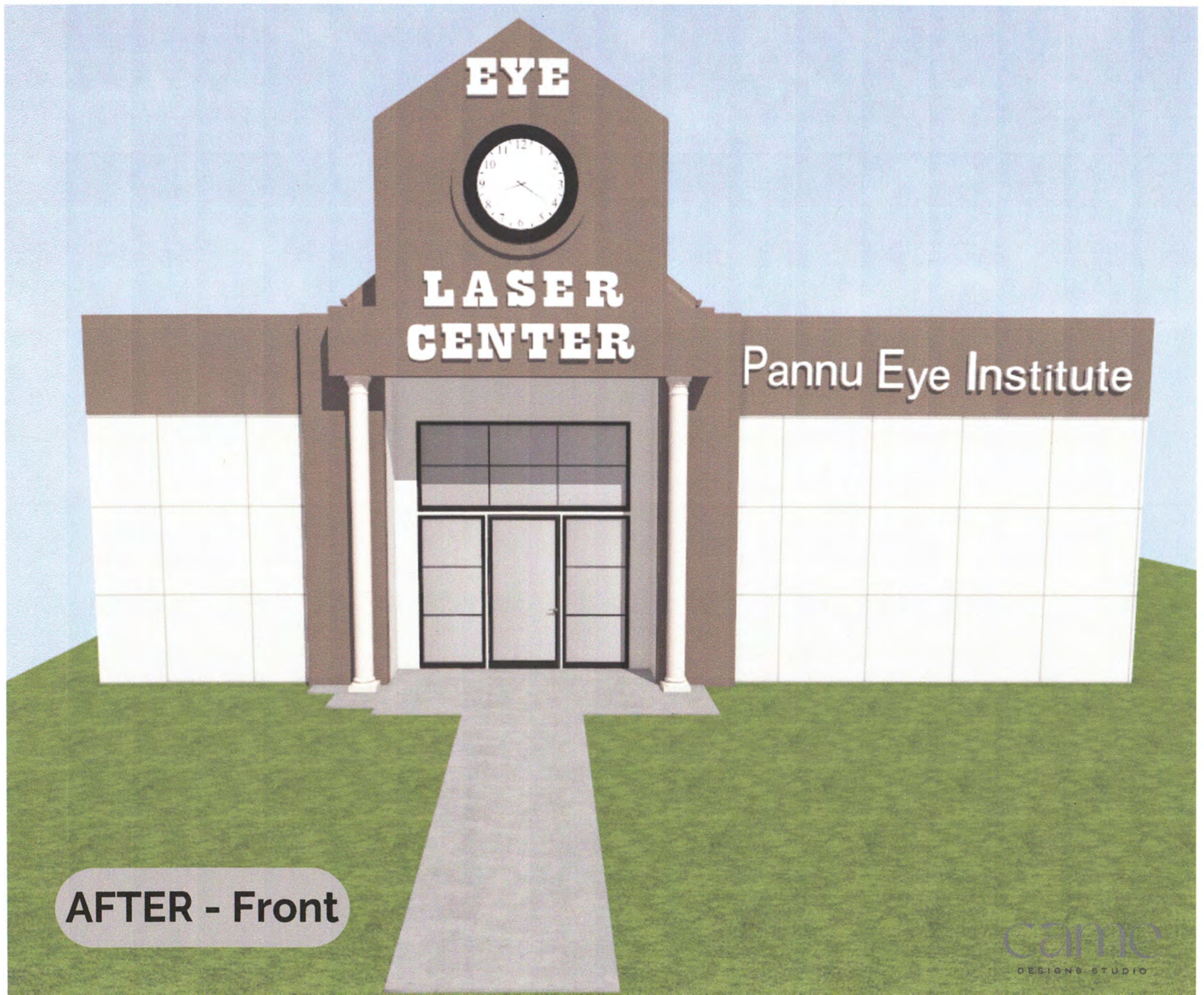
came





**AFTER- Right**





**AFTER - Front**





**BEFORE - Front**

*came*





**AFTER - Left**





**BEFORE- Left**

✕ Clear search results





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2023

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).

<b>PRODUCER</b> Fulton Agency, Inc. 660 E HILLSBORO BLVD STE 105 DEERFIELD BEACH FL 33441	<b>CONTACT NAME:</b> CAROL WIGGIN <b>PHONE (A/C, No, Ext):</b> (954)776-9015 <b>E-MAIL ADDRESS:</b> carol@fultonagency.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SafePoint Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>
<b>INSURED</b> M/Lasik LLC 4300 W Oakland Park Blvd Lauderdale Lakes FL 333131918		

**COVERAGES****CERTIFICATE NUMBER:** 19848**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SPPK0002438 03	01/20/2023	01/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROPERTY</b>			SPPK0002438 03	01/20/2023	01/20/2024	ALL RISK. RC COV \$694,433 1000 DED WITH 3% WINDSTORM DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER INCLUDED AS MORTGAGEE FOR LOCATION:

4300 W OAKLAND PARK BLVD, LAUDERDALE LAKES, FL 33313

**CERTIFICATE HOLDER****CANCELLATION**

FIRST CITIZENS BANK & TRUST COMPANY  
ITS SUCCESSORS AND/OR ASSIGNS ATIMA ATTN: INS DEP  
P O BOX 26592  
RALEIGH NC 27611

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

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# LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL FACADE IMPROVEMENT PROGRAM DESIGN

## PROGRAM OVERVIEW

The Lauderdale Lakes Community Redevelopment Agency (CRA) Commercial Facade Improvement Program is designed specifically to improve commercial properties located within the CRA target area. The applicant must show that the proposed improvements will assist in significantly achieving the established goals outlined in the Redevelopment Plan, as well as the City of Lauderdale Lakes' Land Development Regulations. Such improvements must contribute to the revitalization of the CRA district in an effort to encourage investment, increase occupancy and positively impact property values.

The approved program applicant can receive up to fifty percent (50%) of the eligible project costs in relation to the budget allocation. However, up to seventy five (75%) of the eligible project costs may be considered upon meeting certain criteria outlined in this program design. Applicants must be approved by the Community Redevelopment Agency Board before work can begin on the approved improvements. Funds will not be awarded for work previously completed or work that is in the process of being completed. The Commercial Facade Improvement Program is a reimbursement program in which funds will be paid to the property owner after the entire project is complete and the required supporting documentation is submitted.

The Commercial Facade Improvement Program recipient will be required to maintain the improvements, as well as the entire property, in accordance with the established local regulations for at least three years. The program recipient will not be held liable to the CRA for repayment of the funds if the program recipient complies with the provisions outlined in the Commercial Facade Improvement Program Agreement and accompanying legal documents. If the program recipient fails to maintain the improvements during a three-year period, the awarded funds will become due immediately to the Lauderdale Lakes Community Redevelopment Agency.

## PROGRAM GUIDELINES

### Eligible Improvements:

- Exterior improvements (facade improvement to the entire building structure that must be visible from the street/public right-of-way)

PLUS any of the following improvements, as an ancillary improvement only

- Painting
- Windows *(all windows on the building and property)*
- Doors *(all doors on the building and property)*
- Awnings / Window Banding
- Lighting Features
- Landscape improvements and irrigation
- Parking Lot improvements
- Signage *(all signs on the building and property)*
- Reconstruction/redesign of facade areas in conformity with adopted architectural guidelines
- Architectural Services associated with developing conceptual drawings (up to \$7,500)
  - Up to 20,000 sq. ft. (not to exceed \$2,500)
  - 20,000 - 50,000 sq. ft. (not to exceed \$4,500)
  - Over 50,000 sq. ft. (not to exceed \$7,500)





All work must be in conformity with City's Code of Ordinance, Land Development Regulations and Architectural Guidelines.

**Ineligible Improvements and Expenses:**

- Residential property renovations are not eligible for program participation
- Interior renovations are not eligible for program participation
- Repairs and maintenance
- Acquisition of real estate
- Uses that involve illegal and unlawful activity
- Improvements associated with correcting code violations
- Improvements constructed prior to execution of final agreement with the CRA
- Permitting fees
- Professional service fees (excluding architectural services associated with the conceptual drawings)
- Labor performed by non-licensed contractor

**Required Documentation (to include, but not limited to):**

- Complete and signed Commercial Facade Improvement Program Application
  - Initialed Commercial Facade Improvement Program Design
  - Complete copy of Deed/Proof of Ownership
  - Legal Description of the property
  - Copy of Business Tax Receipt (*City, County and State, if applicable*)
  - Documentation indicating that all property tax payments are current
  - At least one (1) set of color photographs of the current property condition, along with all sides of the building and emphasis on the area to be improved.
  - Rendering or conceptual drawings of the project when completed
  - Two estimates/quotes/bids for all costs associated with the project
    - Description of the materials to be used and the construction procedure
    - Itemized cost estimate of the project
- Cost estimates must be prepared by an architect, engineer, licensed contractor, or professional that is qualified to prepare cost estimates. Proof of qualifications is required.
- Complete and detailed scope of work
  - Applicants must demonstrate that all necessary financing required to complete the entire project has been secured (*i.e. "State of Sufficient Funds" from your Banker confirming adequate funds to cover the total project cost*)
  - Proof of insurance coverage (*Please ask your insurance agent to provide a copy for inclusion in application package*)

**ADMINISTRATIVE PROCESS**

- Applications that meet the program criteria and guidelines will be forwarded to the CRA Board for review and consideration.
- The property owner will receive notification indicating the outcome of the funding request for the proposed project.
- The approved property owner will receive an agreement that must be executed between the Lauderdale Lakes Community Redevelopment Agency and the Property Owner.
- After the agreement is executed, the property owner may award the construction contract and secure all necessary construction permits.
- The property owner must issue a Notice to Proceed to the contractor and apply for a building permit within 30 days of executing the agreement with the Lauderdale Lakes Community Redevelopment Agency. Extensions may be granted at the discretion of the CRA Executive Director upon demonstrating just cause for the extension.



- Modifications will require review and approval by the CRA Board; Failure to receive approval shall invalidate the agreement and the agreement shall be deemed terminated.
- Upon completion of the entire project, at least one (1) set of color photos of the entire property with emphasis on the improvements

### LOAN PROVISIONS

- All funding is subject to approval by the Lauderdale Lakes Community Redevelopment Agency Board of Directors.
- The applicant must be the property owner as evidenced by a deed.
- The applicant must be in compliance with all city, county and state regulations. This includes code violations and liens.
- The property must be free from any judgment liens, and all mortgage and tax obligations must be current.
- Program recipients approved by the CRA Board will receive program funding in relation to the budget allocation (up to 75% of the eligible project costs). The funds will be provided on a reimbursement basis once all work, as approved, is complete (*Lien release for all work required, if applicable*). One hundred percent backup documentation and on-site review/inspection by CRA staff is required for reimbursement processing. All approved improvements must be complete within three (3) months or longer as determined by the scope of work.
- Professional service (excluding certain architectural services) fees are not subject to reimbursement.
- All required permits and approvals must be obtained from the City of Lauderdale Lakes before work is commenced. All work must be approved by the appropriate officials in the Department of Development Services in compliance with all local, county and state regulations.
- All private funds must be invested and related work elements completed prior to the release of CRA funds and the property owner will be responsible for any and all debt incurred in completing work proposed.
- All funds provided shall be in the form of a Deferred Payment Note filed to ensure the maintenance and protection of funded improvements for a three-year period.
- The property owner must also sign a Promissory Note and Memorandum of Agreement.
- No repayment is required and all debt is forgiven after a three-year period.
- The transfer of property is allowed as long as the buyer agrees to maintain or upgrade funded improvements for the remainder of the provisional term.
- All projects must follow/incorporate established regulations adopted by the City of Lauderdale Lakes.
- There can be no more than one approval for project funding per fiscal year.
- Priority will be given to first-time applicants over repeat applicants.

### APPLICATION CONSIDERATIONS

A property owner that is interested in participating in the Commercial Façade Improvement Program must submit a completed and signed application, along with supporting documentation to the Community Redevelopment Agency. The program applications submitted by the applicants will be thoroughly reviewed for completeness. Incomplete applications will be rejected.

Award of funding will be based on the lowest qualified bid. The applicant may elect to choose a contractor other than the one with the lowest bid but shall be responsible for all costs exceeding the lowest qualified bid. Under all circumstances, the contract performing the work must be licensed, insured and possess worker's compensation insurance. The applicant is solely responsible for selecting a contractor with the appropriate proof of licensing and coverage. A registered architect or similarly qualified design professional may be hired to prepare plans, drawings, renderings and construction specifications for the project. Fees for services





provided by a registered architect or similarly qualified design professional may be counted towards the applicant's program match.

A pre-application meeting to review the conceptual plans in an informal setting including eligibility criteria may be scheduled. Limited technical and architectural guidance will be provided on the proposed project.

#### **UP TO 75% REIMBURSEMENT OF ELIGIBLE PROJECT COSTS**

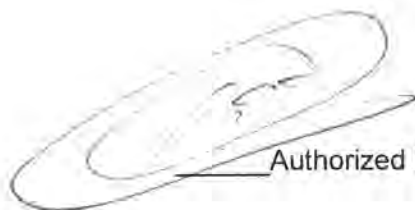
- **Project must be a major/substantial improvement (structural modification instead of a "paint-over")**
- **Project must support improvements in accordance with architectural guidelines.**
- **Project must be completed within a year.**
- **Project must support an increase in commercial space occupancy in alignment with Lauderdale Lakes' business recruitment efforts.**

#### **EVALUATION OF PROPOSALS**

- The project must be in the CRA Target area.
- The project must be consistent with the goals and objectives outlined in the Redevelopment Plan.
- Priority will be given to projects that support an increase in property values, occupancy and architectural enhancement in the CRA District.
- Priority will be given to projects that are completed within a year.
- Priority will be given to projects that will prevent, diminish, or eliminate a blighting condition.
- Priority will be given to projects with major/substantial improvement (structural modification/change instead of a "paint-over")
- Priority will be given to projects, which will provide more than fifty percent (50%) private funding
- Priority will be given to "public/private projects" that will upgrade a substantial commercial building simultaneously, thus giving greater "impact" to the project.

#### **DISCLOSURES**

The Lauderdale Lakes CRA reserves the right to amend the program guidelines and application procedures without notice. The CRA also retains the right to display and advertise the properties that receive grant funding. CRA reserves the right to approve funds based on the amount allocated in the budget.



Prepared by and Return to:

J. Michael Haygood, Esquire  
701 Northpoint Parkway, Suite 209  
West Palm Beach, Florida 33407

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Memorandum") is made and entered into as of by and between M-Lasik LLC, a Florida limited liability company ("Owner") and Lauderdale Lakes Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("Agency or Grantor"), with reference to the following facts:

Owner and Agency are the Owner and Grantor, respectively, under that certain Commercial Facade Improvement Program dated as of \_\_\_\_\_, 2024 (the "Agreement"), relating to certain real property located in the City of Lauderdale Lakes, County of Broward County, State of Florida, more particularly described in Exhibit A.

Pursuant to Article 4 of the Agreement, Owner has agreed to certain warranties and covenants ("Warranties and Covenants") relating the Property and the improvements and certain other property located thereon.

Owner desires to have this Memorandum recorded in the Official Records of Broward County, Florida, in order to put interested parties on notice of the Warranties and Covenants.

[Signatures on following page]

In Witness Whereof, the parties hereto have executed this Memorandum on the day and year first above written.

M-LASIK LLC, OWNER

WITNESS: \_\_\_\_\_

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

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

WITNESS: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_  
\_\_\_\_\_ on behalf of \_\_\_\_\_  
\_\_\_\_\_ personally known \_\_\_\_\_ or produced identification as follows \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

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

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

Commission Expiration: \_\_\_\_\_

[Agency's signature on following page]

LAUDERDALE LAKES  
COMMUNITY  
REDEVELOPMENT AGENCY

WITNESS: \_\_\_\_\_

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

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

WITNESS: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2024 by \_\_\_\_\_ on behalf of  
\_\_\_\_\_ personally known \_\_\_\_\_ or produced identification as  
follows \_\_\_\_\_.

\_\_\_\_\_  
Signature Notary Public

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

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

Commission Expiration: \_\_\_\_\_



### **LEGAL DESCRIPTION**

TRACT "A" OF THE SINGH PANNU PLAT, as recorded in Plat Book 149, at Page 7, of the Official Records of Broward County, Florida.

**PROMISSORY NOTE**  
**COMMERCIAL FACADE IMPROVEMENT PROGRAM**  
**LAUDERDALE LAKES**  
**COMMUNITY REDEVELOPMENT AGENCY**

\$ \_\_\_\_\_

Dated \_\_\_\_\_

**FOR VALUE RECEIVED** in connection with the receipt of funds under the Lauderdale Lakes Community Redevelopment Agency Commercial Façade Improvement Program, the undersigned, \_\_\_\_\_ (hereinafter the “Borrower”), promises to pay to the Lauderdale Lakes Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, its successors and assigns (“Lender”) the principal sum of up to \_\_\_\_\_ Dollars. In the event Borrower abides by the conditions and requirements of the Commercial Façade Improvement Program Agreement (the “Agreement”), which secures the obligations hereof, through the end of the Maintenance Period provided for in the Agreement (the “Discharge Date”), this Promissory Note shall, on the next date following the Discharge Date, be deemed fully paid and discharged by Lender. Borrower’s failure to abide by the requirements and conditions of the Agreement shall result in the application of the recapture of the funds set forth in the Promissory Note as amortized. Sums due under this Promissory Note shall be made payable to the Lauderdale Lakes Community Redevelopment Agency, 4300 Northwest 36<sup>th</sup> Street, Lauderdale Lakes, Florida 33319, or such other place as the holder of the Promissory Note may designate.

This Promissory Note is secured by a lien on all of the Collateral as defined in the Agreement. Prior to the Discharge Date, Borrower shall not cause any breach to be had to any of the terms and conditions of the Agreement.

Borrower has the option of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge.

Nothing contained in this Promissory Note shall be deemed or construed to create the relationship of partner or joint venture between the Lender and the Borrower, it being agreed and understood that the only relationship between the parties is that of lender and borrower, and all interest or other sums required to be paid by Borrower hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Promissory Note.

Borrower and all other persons or entities who are or who may become liable on this indebtedness evidenced by this Promissory Note agree, jointly and severally, to pay all costs of collection, including reasonable attorneys’ fees and all costs of any action or proceedings, including, but without limitation, costs and expenses associated with

commencement of foreclosure: 1) in the event the unpaid principal sum of this Promissory Note, or any payment of principal and interest thereon, including, without limitation, the payment of interest, is not paid when due; 2) in the event it becomes necessary to enforce any obligation of Borrower hereunder, to foreclose the Agreement; 3) in the event Lender has been made a party to any litigation because of the existence of the indebtedness evidenced by this Promissory Note, whether suit be brought or not, through courts of original jurisdiction as well as in courts of appellate jurisdiction or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs and expenses are secured by the Agreement. As used herein, "attorneys' fees" shall be deemed to include fees incurred in all appeals, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegals, law clerks and other staff members operating under the supervision of attorney. Any payment or award of attorneys' fees shall include, as a part thereof, and all sales and/or use taxes imposed thereon by any appropriate governmental authority. Borrower and all persons or entities who are or may become liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, notice of protest of non-payment or dishonor; and they also jointly and severally hereby consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or of the Agreement, or any of them, including time for payment, and further agree that any such renewal, extension or modification, or the release or substitution of any person or security for the indebtedness evidenced by this Note or the obligations under the Agreement. Any such renewals, extensions, modifications, release or substitutions may be made without notice to any such parties other than Borrower.

Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due lender hereunder, but such waiver shall be affected only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Agreement.

The rights and remedies of Lender, as provided in this Promissory Note and in the Agreement, shall be cumulative and concurrent and may be pursued singularly, successively, or together against Borrower, the Property encumbered by the Agreement, or any other person or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment thereof, or otherwise, at the sole discretion of Lender. Failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at a later time. The acceptance by Lender of payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the options at the time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. The right, if any, of Borrower, and all other persons or entities who are, or may become, liable to all or any part of this indebtedness, to plead any and all statutes of limitations as a defense to any demand on this Promissory Note or under the Agreement or any other documents executed in

connection with the loan evidenced by this Promissory Note, is expressly waived by each and all of such parties to the full extent permissible by law.

The Borrower hereby waives trial by jury in any action or proceeding to which the borrower and the Lender may be parties, arising out of, or in any way pertaining to the loan made under the Agreement. This waiver is knowingly, willingly and voluntarily made by the Borrower, and the Borrower hereby acknowledges that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or, to in any way modify or nullify its effect.

This Note is to be construed and enforced in accordance with the law of the State of Florida.

**BORROWER**

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

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

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as the \_\_\_\_\_ of \_\_\_\_\_ who is personally known to me or produced \_\_\_\_\_ as identification.

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

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

#### Title

CRA RESOLUTION 2024-010 AUTHORIZING THE EXECUTION OF THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM AGREEMENT, ATTACHED HERETO AS EXHIBIT A, BETWEEN THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND JUNETTE ALLEYNE-LOOBY IN AN AMOUNT NOT TO EXCEED \$164,500

#### Summary

This is a resolution approving the execution of an agreement with Junette Alleyne-Looby to provide Homebuyer Purchase Assistance Program funds.

#### Staff Recommendation

#### Background:

In an effort to support attainable housing and homeownership opportunities, the Lauderdale Lakes Community Redevelopment Agency (CRA) established the Homebuyer Purchase Assistance Program to provide assistance in the form of a deferred mortgage to eligible first time home buyers. The Lauderdale Lakes CRA is offering an interest free loan requiring no repayment if the loan recipient complies with the provisions of the Homebuyer Purchase Assistance Program agreement. Funds may be used towards the down payment of a loan, closing costs and/or a mortgage interest rate buy down. Also, funds may be allocated to cover the gap between an applicant's maximum lender approved loan amount and the initial sales price of a residential property designated under this program.

An application with supporting documentation has been received from the Housing Foundation of America, program service provider, for funding consideration. See the information below.

Applicant	Junette Alleyne-Looby
Property Address	2910 Olivia Avenue, Lauderdale Lakes Florida 33311

The applicant meets the program qualifications to receive purchase assistance in the following manner.

Down Payment Request (Gap)	\$ 150,000
Down Payment Request (Closing Cost)	\$ 6,700
Down Payment Request (2% Points)	\$ 7,800
<b>TOTAL</b>	<b>\$ 164,500</b>

The release of funds occurs after the submission of a completed application, information provided is adequate, program qualifications are met and agreement with the developer is executed. Upon approval from the CRA Board of Commissioners, staff will proceed with coordinating the execution of program agreements, processing payment at the appropriate time and working with the necessary parties throughout the home buying process.

#### Funding Source:

Increment Revenue

#### Fiscal Impact:

The financial impact is \$164,500.

**Sponsor Name/Department:** Celeste Dunmore, CRA Executive Director

**Meeting Date:** 2/20/2024

#### ATTACHMENTS:

Description	Type
CRA Resolution 2024-010 approving Second Mortgage Agreement - Junette Alleyne Looby - Homebuyer Purchase Assistance Program	Resolution

- ▢ Exhibit A to CRA Resolution 2024-010 - Junette Alleyne-Looby  
Second Mortgage Agreement - Homebuyer Purchase Assistance Program Exhibit
- ▢ Backup to Agreement - Junette Alleyne Looby Promissory Note Exhibit
- ▢ Backup to Agreement - Junette Alleyne Looby Restrictive  
Covenant Exhibit
- ▢ Backup to Agreement - Junette Alleyne Looby - Authorization to  
Record Exhibit

## CRA RESOLUTION 2024-010

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM AGREEMENT, ATTACHED HERETO AS EXHIBIT A, BETWEEN THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND JUNETTE ALLEYNE LOOBY IN AN AMOUNT NOT TO EXCEED \$164,500; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lauderdale Lakes Community Redevelopment Agency (the "Agency") was established pursuant to Part III, Chapter 163, Florida Statutes, and the powers there under delegated by Broward County; and

WHEREAS, by Resolution No. 02-205, the City Commission of the City of Lauderdale Lakes adopted a community redevelopment plan (the "Plan") for the community redevelopment area as fully described in that Resolution (the "Community Redevelopment Area"); and

WHEREAS, the Agency established a Homebuyer Purchase Assistance Program ("Program") to qualified buyers in the Community Redevelopment Area by providing interest free loans to first time home buyers requiring no repayment if the Borrower complies with the provisions of the Program; and

WHEREAS, the CRA has determined that it is in the public interest and in furtherance of the Plan to approve Homebuyer Purchase Assistance Program Agreement with Junette Alleyne-Looby and an allocation not to exceed \$164,500 for purchase assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION, DIRECTION: The Chairperson and the Secretary are hereby authorized and directed to execute the Homeowner Purchase Assistance Program Agreement substantially in the form attached hereto as Exhibit A with Junette Alleyne-Looby in an amount not to exceed \$164,500

Section 4. AUTHORIZATION AND DIRECTION: The Chairperson, Secretary and the Executive Director of the CRA, on behalf of the CRA, are each hereby authorized to take such steps as shall be necessary and proper to carry out the purposes hereof.

Section 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES  
COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING  
HELD ON FEBRUARY 20, 2024.

[SIGNATURES ON FOLLOWING PAGE]



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SHARON THOMAS, CHAIRPERSON

ATTEST:

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VENICE HOWARD, CMC, SECRETARY

**VOTE:**

Chairperson Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)
Vice-Chairperson Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____
(Other)			

**LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY  
MORTGAGEE HOMEBUYER PURCHASE ASSISTANCE PROGRAM  
SECOND MORTGAGE AGREEMENT**

THIS SECOND MORTGAGE (the "**Mortgage**") is made and entered into as of \_\_\_\_\_, 2024, by \_\_\_\_\_ (the "**Mortgagor**"), whose address is \_\_\_\_\_, and Lauderdale Lakes Community Redevelopment Mortgagee, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "**Mortgagee**"), whose address is 4300 NW 36<sup>th</sup> Street., Lauderdale Lakes, Florida.

**W I T N E S S E T H:**

WHEREAS, Mortgagor is justly and lawfully indebted to Mortgagee in the sum of \_\_\_\_\_ (the "**Loan**"), as evidenced by that certain promissory note from Mortgagor to Mortgagee in the amount of \_\_\_\_\_ (the "**Note**"), bearing the same date as this Mortgage and to be paid according to its terms; and

WHEREAS, Mortgagor and all makers, endorsers, sureties, guarantors, accommodation parties and all persons liable or to become liable with respect to the Loan are each included in the term "**Obligor**" as used in this Mortgage;

NOW, THEREFORE, to secure the payment of the Loan and such future or additional advances as may be made by Mortgagee, at its option and for any purpose, to Mortgagor or Mortgagor's permitted successor(s) in title, provided that all those advances are to be made within twenty (20) years from the date of this Mortgage (the total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed \_\_\_\_\_, plus interest and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on those disbursements), and to secure the full and faithful performance of the covenants and agreements contained in the Note, this Mortgage and all other instruments and documents executed in connection with the Loan by Mortgagor and/or any other Obligor (the "**Loan Documents**"), Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to Mortgagee, and grants Mortgagee a security interest in:

All those certain lots, pieces, or parcels of land lying and being in Broward County, State of Florida (the "**Property**"), together with the buildings and improvements now or hereafter situated thereon, said land being legally described as follows:

See Exhibit A attached hereto and made a part hereof.

In consideration of a deferred payment loan or benefit in the amount of (\$ \_\_\_\_\_) given by the Mortgagee, in connection with the Lauderdale Lakes Community Redevelopment Agency Homebuyer Purchase Assistance Program for the purpose of making a deferred payment loan to provide funds to assist with the purchase of a home located at the above-described property, without interest, as specified on the Promissory Note, attached hereto and incorporated herein as Exhibit "A", so long Mortgagor does not sell, convey, rent, abandon, vacate or otherwise dispose of the real property whereby

said MORTGAGOR ceases to reside and occupy the Property as Mortgagor's primary residence within ten (10) years of the execution of this Agreement, MORTGAGOR agrees as follows:

1. A lien is hereby established in favor of the MORTGAGEE for a term of ten years, from the date of execution of this Agreement, to provide security for the amount set forth in the Promissory Note, and Section 4 of this Agreement which amount is payable by the MORTGAGOR, or the MORTGAGOR'S estate, personal representatives, heirs or devisees. The lien on MORTGAGOR'S Property shall be discharged on the date following the ten-year anniversary of the execution of this Agreement ("\_\_\_\_\_").

2. The MORTGAGOR shall abide by all the stipulations, agreements, conditions, and covenants of this Agreement, and shall duly pay all taxes, all insurance premiums reasonably required, and keep the Property in good repair and preservations.

3. Whereas, Mortgagee funds are used to assist in the acquisition of the Property, MORTGAGOR must live in the dwelling located at the Property for at least ten (10) years from the date of execution of the Agreement. The MORTGAGOR may not lease the Property at any time prior to the Discharge Date. The MORTGAGOR shall provide a copy of the Homestead Exemption every year for ten (10) years no later than thirty (30) days after the anniversary date (ADD MONTH DAY) of each year to verify Ownership.

4. RECAPTURE PROVISION. If MORTGAGOR breaches this Agreement by selling, conveying, renting, abandoning or vacating the Property whereby said MORTGAGOR ceases to reside and occupy the Property as MORTGAGOR'S primary residence, leasing, refinancing their interest in the Property with cash paid to MORTGAGOR, or otherwise disposing of the Property during the below- mentioned periods, the loan shall be paid off to the MORTGAGEE shall have a lien on Property for said amount:

Number of Years after signed and dated Agreement	Percent of Loan to be Repaid	Amount of Loan to be Repaid
0 to 10 Years	100%	\$

After the Discharge Date, MORTGAGOR may sell, rent, convey, lease, or otherwise disposes of the PROPERTY free and clear of any encumbrances or lien in favor of the Mortgagor in connection to the Lauderdale Lakes Community Redevelopment Agency Homebuyer Purchase Assistance Program .

5. Subordination of Mortgage. This Second Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain Mortgage from Borrower to the First Lender, dated \_\_\_\_\_, recorded simultaneously in the Public Records Office of Broward County, Florida (the "First Mortgage") securing that certain note having an original principal face amount of \_\_\_\_\_ (the "First Note"), made by Borrower payable to \_\_\_\_\_ (the "First Lender").

6. The Mortgagee consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modified any provisions of the First Note and the First Mortgage, including any provision requiring the payment of money. If any provision of the Promissory Note or the Second Mortgage conflicts with any provisions of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

7. Should the MORTGAGOR fail to fully comply with the agreements, conditions, and obligations set forth in this Agreement, then the lien established by the Agreement may be foreclosed in the same manner as provided by law for foreclosure of a mortgage, and in addition, the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity, at the option of the Mortgagee.

8. In the event of a foreclosure, or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property, shall have no further force or effect on subsequent Mortgagors or purchasers of the Property. Any person, including his successors and assigns, (other than the Borrower or related entity or person to the Borrower) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

9. The Mortgagee may consider subordinating its interest in the Property to a new lender for the purpose of refinancing the first principal mortgage balance to a lower interest rate loan in order to reduce the monthly mortgage payment. If MORTGAGOR is borrowing against the equity to pay for necessary or emergency home repairs not covered by their home Owner's insurance policy, MORTGAGOR shall provide any documentation required by the MORTGAGEE to support the subordination request. MORTGAGOR should review their home Owner's insurance policy before looking to remove equity from the Property. The MORTGAGEE will not subordinate its financial position for new debt, debt consolidation, paying off consumer debt or for the property Mortgagor to receive cash in hand from the equity of the property. The MORTGAGEE will not entertain subordination requests for remodeling or extending the home.

10. All costs, including reasonable attorney's fee, which may be incurred by the MORTGAGEE for the collection of any amounts which may become due the MORTGAGEE hereunder, or which may be incurred by the MORTGAGEE in the enforcement of the Agreement, conditions, and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the MORTGAGOR.

11. In the event that the sole MORTGAGOR should die, or upon the death of the survivor of JOINT MORTGAGORS, the obligations created herein shall be binding upon the Estate, personal representatives, heirs, or devisees of the deceased MORTGAGOR.

12. The use, herein, of the word MORTGAGOR shall apply to the plural as well as the singular.

13. If at any time it is determined by the MORTGAGEE that the MORTGAGOR qualified for and received program funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Loan shall immediately become due and payable to the MORTGAGEE by the MORTGAGOR.

14. Upon payment in full of the outstanding amount owed, or on the anniversary of the tenth year of the loan agreement, the MORTGAGOR shall be automatically satisfy the loan upon reaching the DISCHARGE DATE.

[Signatures on next page]



In Witness Whereof, the parties hereto have executed this Memorandum on the day and year first above written.

MORTGAGOR

WITNESS: \_\_\_\_\_

Print Name:

\_\_\_\_\_  
Signature (before Notary)

MORTGAGOR

WITNESS: \_\_\_\_\_

Print Name:

\_\_\_\_\_  
Signature (before Notary)

STATE OF FLORIDA

COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, Mortgagor(s) who personally known to me or have produced identification as follows \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

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

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

Commission Expiration: \_\_\_\_\_

**EXHIBIT "A"**

**PROMISSORY NOTE**

\$

Date:

FOR VALUE RECEIVED in connection with the Lauderdale Lakes Community Redevelopment Agency Homebuyer Purchase Assistance Program for Homebuyer Purchase Assistance, the undersigned, jointly and severally if there be more than one (collectively, the "Borrower") promises to pay the Lauderdale Lakes Community Redevelopment Agency, its successors or assigns ("Lender") or order, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

In the event Borrower abides by the conditions and requirements of the Second Mortgage Agreement, through [February 19, 2034] (the "Discharge Date"), this Note shall, on the date following the Discharge Date, be deemed fully paid and discharged by the Lender. Borrower's failure to abide by the requirements and conditions of the Second Mortgage Agreement shall result in the application of the recapture provisions of said Agreement.

Sums due under this Note shall be payable to the Lauderdale Lakes Community Redevelopment Agency, 4300 NW 36 Street, Lauderdale Lakes, Florida 33319 or such other place as the Note holder may designate.

This Note is secured by a lien on real property (the "Property") located in Broward County, Florida, pursuant to a Second Mortgage Agreement (the "Second Mortgage") held by Lender. Borrower shall not sell, convey, lease, or transfer all or any part of the Property or any interest therein, including voluntary transfer, without Lender's prior written consent prior to the Discharge Date.

This Promissory Note and the Second Mortgage securing this Mortgage Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount of Dollars (\$ \_\_\_\_\_) dated [\_\_\_\_\_] (the "First Note"), made by Borrower payable to (\_\_\_\_\_) and secured by that certain Mortgage from Borrower to Lauderdale Lakes Community Redevelopment Agency, dated [\_\_\_\_\_] recorded at Instrument Number: \_\_\_\_\_, In the Public Records Office of Broward County, Florida ("First Mortgage").

The Note Holder consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modified any provisions of the First Note or the First Mortgage, including any provision requiring the payment of money. If any provision of this Promissory Note or the Second Mortgage conflicts with any provisions of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

Borrower has the option and privilege of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of lender and borrower, and all interest or other sums required to be paid by Borrower hereunder are only intended to compensate Lender for agreement to make the loan evidenced by this Note, market conditions as of the date of this Note considered.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally to pay all costs of collections, including reasonable attorneys' fees and all costs of any action or proceeding (including, but not limited to, commencement of non-judicial foreclosure of private sale) with regards to the following:

- 1) In case the unpaid principal sum of this Note, or any payment of interest or principal and interest thereon, is not paid when due;
- 2) In case it becomes necessary to enforce any other obligation of borrower hereunder or to protect the security for the indebtedness evidenced hereby;
- 3) In case of foreclosure by Lender of the Mortgage; or
- 4) In case the Lender is made a party to any litigation because of the existence of the indebtedness evidenced by this Note,

Whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage.

As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney. Any payment or award of attorneys' fees shall include as a part thereof any and all sales and/or use taxes imposed thereon by an appropriate governmental authority.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, notice of protest of demand, of nonpayment, of dishonor and of maturity and agree that time is of the essence of every provision hereof; and they also jointly and severally hereby consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or of the Mortgage, or any of them, including time for payment, and further agree that any such renewal, extension or modification, or the release or substitution of any person or security for the indebtedness evidenced hereby, shall not affect the liability of any of such parties for the indebtedness evidenced by this Note or the obligations under the Mortgage. Any such

renewals, extensions, modifications, releases or substitutions may be made without notice to any of such parties other than Borrower.

Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.

The rights and remedies of Lender as provided in this Note and in the Mortgage shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Property encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of the indebtedness, or any and other funds, property or security held by Lender for payment thereof, or otherwise, at the sole discretion of Lender. Failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. The right, if any, of Borrower, and all other persons or entities, who are, or may become, liable for all or any part of this indebtedness, to plead any and all statutes of limitation as a defense to any demand on this Note, or Mortgage or any other documents executed in connection with the loan evidenced by this Note, is expressly waived by each and all of such parties to the full extent permissible by law.

The Borrower hereby waives trial by jury in any action or proceeding to which the Borrower and the Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly and voluntarily made by the Borrower, and the Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.

[Signatures on Next Page]



This Note to be construed and enforced according to the laws of the State of Florida.

This Note consists of four (4) pages.

\_\_\_\_\_  
Borrower  
Type Name: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Borrower  
Type Name: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA

ss:

COUNTY OF BROWARD:

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, owner(s) who is personally known to me or has produced \_\_\_\_\_ # \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Name

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

## **DECLARATION OF RESTRICTIONS**

**Return to:**

Lauderdale Lakes  
Community Redevelopment Agency  
4300 NW 36 Street  
Lauderdale Lakes, Florida 33319  
Prepared by: J. Michael Haygood, Esq.

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The undersigned, Junette Alleyne Looby, a single women, her successors, heirs, and assigns, having her primary residence at \_\_\_\_\_, Lauderdale Lakes, Florida 33311, (hereinafter referred to as "Participant", which term as used in every instance herein shall include Participant's successors and assigns), for the property described below, in consideration of funding in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) received from the Lauderdale Lakes Community Redevelopment Agency (the "Agency"), a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, having its principal office at 4300 NW 36 Street, Lauderdale Lakes, FL 33319, (hereinafter referred to as "Agency", which term as used in every instance herein shall include Agency's successors and assigns,) for improvements to the subject property described below and hereinafter referred to as the "Property", the Participant does hereby grant to the Agency the following restrictions against Property.

### **Legal Description**

Property Folio Number:494230391170

Property Address: 2910 Olivia Avenue, Lauderdale Lakes Florida 33311

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, his/her heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Agency, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.

2. In consideration of the Agency's expenditure of funds for improvements to Participant's Property, as provided through an Agreement with the Agency dated \_\_\_\_\_, 2024, the Participant hereby covenants and agrees that as of the date of this Declaration of Restrictions the Participant agrees:

- (a) To reside in the home on the Property without undue delay, and reside in the home as the Participant's principal place of residence for a continuous period of ten (10) years from \_\_\_\_\_, 2024, except as otherwise approved by the Agency on a case by case basis when conditions make compliance with these covenants infeasible as determined by the Agency in its sole discretion.

- (b) To thereafter sell or devise the Property to an income eligible household as required in the Agreement. Title to the Property may be voluntarily transferred by the Participant to another Participant only if such other Participant has been approved by the Agency in its sole discretion in writing as being 140% of Broward County's Area Median Income as defined by the US Department of Housing and Urban Development. Such other Participant shall then abide by these covenants for the remainder of the ten (10) year term.
- (c) To maintain the Property as decent, safe and sanitary housing in a state of good repair pursuant to applicable housing and building codes and the City of Lauderdale Lakes' property standards.
- (d) To permit the Agency to inspect the Participant's records related to the Property and provide documentation of said occupancy, as well as allow reasonable inspections of the Property at reasonable times by the Agency and City of Lauderdale Lakes, for the purpose of determining compliance with the terms of this Restrictive Covenant.
- (e) To maintain property, flood, and windstorm insurance on the Property and its improvements as specified in the Agreement.
- (f) To submit information to the Agency as may be from time to time required as specified in the Agreement.
- (g) The Property or any part thereof, of interest herein, may not be rented, leased or occupied by persons other than the Participant and family as described in the application submitted by the Participant to the Agency, except as an extension of such original household unit and not as a separate household unit.
- (h) To comply with the provisions, terms, and conditions set forth herein and in the Agreement.

**3.** The Agency shall release the lien of this Declaration of Restrictions upon the occurrence of one of the following events:

- (a) The Participant's sale of the Property pursuant to the provisions, terms, and conditions set forth herein and in the Agreement and replacement with restrictions; or
- (b) The Participant's compliance with the provisions, terms, and conditions set forth herein and in the Agreement for a period beginning with the date of this Declaration of Restrictions and ending ten (10) years after the date of Sale to Participant by Agency, which date shall be determined by the Agency according to the HOME regulations at 24 CFR §92. Upon compliance by the Participant of all the terms and conditions as set forth in the Restrictive Covenant, the Agency shall, upon request by the Participant, and at the Agency's expense, prepare and record a Certificate of Compliance releasing the Participant and Property from the obligations



set forth in this Restrictive Covenant.

4. The Participant shall in connection with the sale of the Property comply with all federal, state and local Fair Housing laws.

5. The Participant shall not change the use or planned use of the Property, discontinue the use of the Property, or change the beneficiaries of such use from that for which the acquisition or improvements were made, without the prior written approval of the Agency. The Participant shall not sell, convey or transfer title for said Property without the prior approval of the Agency, or should the Participant not sell, rent, or lease-purchase the Property in violation of the provisions, terms, and conditions set forth herein and in the Agreement. In the event the Participant does not comply with the restrictions contained in this paragraph, the Participant shall, within 30 days of written demand by the Agency, pay the Agency an amount equal to the entire amount expended by the Agency in connection with the improvements to the Property. The final determination of the amount of any such payment to the Agency under this paragraph shall be made by the Agency.

6. The Participant shall pay, or cause to be paid, all taxes due while the Property is in his/her possession. The Participant shall not allow any lien superior to the lien of this Declaration of Restrictions to be created on or against the Property, or any portion of thereof, unless the Agency has consented in writing to such lien. The Participant shall keep and maintain the Property free from the claims of all parties supplying labor or materials unto the same. The Participant agrees to notify the Agency of any liens, judgments or pending foreclosure on the Property within five (5) working days of the receipt of said notice by Agency.

7. The Participant acknowledges and covenants that the provisions specified below constitute a default under this Declaration of Restrictions for which there may be a forfeiture of the Participant's title to the Property:

- (a) Failure of the Participant to perform any covenant, agreement, term, or condition contained herein or in the Agreement referenced in Section 2 above.
- (b) The Agency's discovery of Participant's failure to disclose any fact deemed by the Agency to be a material fact on the basis of which the Participant was qualified under the Program, or the Agency's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Participant.

Notwithstanding the foregoing, and at the sole discretion of the Agency, upon providing notice to the Participant of its determination that the Participant is in default of the terms of this Declaration of Restrictions, the Agency may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration of Restrictions, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the Agency, at its sole discretion, determines, and each amount paid, if any, by the Agency to cure any such default shall be paid by the Participant to the Agency in addition to the legal rate of interest from the time of expenditure and shall constitute a lien against the property which may be foreclosed if not discharged and satisfied within three (3) months of expenditure of such funds by the Agency. The

Agency shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

**8.** If the Participant fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration of Restrictions, the Agency shall have the right to file in court of competent jurisdiction an action for:

- (a) A breach of the restrictive covenants contained in this Declaration of Restrictions; and
- (b) Collection of funds contributed by the Agency

In addition to any remedy set forth herein the Agency shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the Agency of any right or remedy available under this Declaration of Restrictions shall not preclude the Agency from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The Agency shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the Agency, under this Declaration of Restrictions and the preparation and delivery of notices required hereunder. The failure or omission by the Agency to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration of Restrictions shall not bar or breach any of the Agency's rights or remedies on any subsequent default.

Before the Agency shall pursue any of its rights or remedies under this Declaration of Restrictions, the Agency shall first give the Participant written notice of the default complained of which such notice shall be given to the Participant at his/her address shown above. The Participant shall then have ten (10) working days from the date such notice is given to cure or correct any default.

**9.** The Agency shall cause this Declaration of Restrictions to be recorded in the Public Records of Broward County, Florida, and thereafter the Agency shall provide it to the City Clerk's Office, at 4300 NW 36 Street, Lauderdale Lakes, FL 33319.

[signatures on next page]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SIGNED, SEALED, AND DELIVERED  
IN PRESENT**

Witness Name: _____ Witness Signature:  <b>X</b> _____
Witness Name: _____ Witness Signature:  <b>X</b> _____

**LAUDERDALE LAKES CRA**

By: Sharon Thomas, Chairperson Signature:  <b>X</b> _____
--

(CORPORATE SEAL BELOW)

**OWNER**

Witness Name: _____ Witness Signature:  <b>X</b> _____
Witness Name: _____ Witness Signature:  <b>X</b> _____

By:  <b>X</b> _____
---------------------------

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024,  
by \_\_\_\_\_,  
who is personally known to me or has produced \_\_\_\_\_  
as identification and who did/did not take an oath.

Signature: \_\_\_\_\_

(NOTARY SEAL ABOVE)

Notary Name: \_\_\_\_\_  
Notary Public - State of Florida

**AUTHORIZATION TO RECORD PROMISSORY NOTE  
AND SECOND MORTGAGE AGREEMENT**

The undersigned, Junette Alleyne-Looby, hereby declare that they have fully read the Promissory Note and Second Mortgage associated with the Lauderdale Lakes Community Redevelopment Agency Homebuyer Purchase Assistance Program. Furthermore, the undersigned acknowledge that all of the information needed to complete the Promissory Note and Second Mortgage, such as

- 1) The date of the First Mortgage;
- 2) The location of recording of First Mortgage;
- 3) The recording identification of First Mortgage; and
- 4) The date of the First Note

may not be available at the time of closing. Therefore, the undersigned authorizes the Lauderdale Lakes Community Redevelopment Agency CRA Administrator/City Manager of the City of Lauderdale Lakes, or his/her designee, to incorporate the above-mentioned facts into the documents, after the closing once that information becomes available. The undersigned further authorizes the CRA Administrator/City Manager or his/her designee to record same in the Office of the Public Records of Broward County, Florida.

The undersigned understands the CRA shall provide them with copies of the recorded documents.

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

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

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

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

STATE OF FLORIDA:  
COUNTY OF BROWARD:

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, owner (s), who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title
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DISCUSSION REGARDING THE PROPOSED INSTALLATION OF DECORATIVE LIGHTING ON STATE ROAD 7
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Summary
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This is a discussion regarding a proposed project involving the installation of upgraded decorative lighting on State Road 7 between Oakland Park Boulevard and NW 37 Street. The project would be administered and managed by the Florida Department of Transportation (FDOT).

Staff Recommendation
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#### Background:

The Florida Department of Transportation (FDOT) is proposing to install standard lighting features along State Road 7 from Oakland Park Boulevard to NW 37 Street. During a previous discussion with a representative of the Florida Department of Transportation, there was a request to consider upgrading the luminaire to be more in alignment with the existing architectural style along the corridor.

The proposal for the existing decorative lighting system included a 45 ft. mounting height black aluminum pole, 8 ft. black aluminum luminaire arm and the black aluminum tear-drop shaped luminaire with a deep skirt. The poles were provided with a 120V receptacle and a weatherproof cover plate 12 ft. above ground. The conduit and conductors for the lighting system (lights and receptacle) were underground. Pull boxes were provided in the sidewalk and next to each pole. These lighting features enhance visibility and aesthetic character in the CRA area's primary transportation corridor.

Given the mutual benefits derived from enhancing the overall visual appearance of the corridor, it is requested that the CRA contribute to the cost of the upgraded light poles. Prior to moving forward into the design phase, consensus from the CRA Board is requested to pursue the installation of the decorative light poles similar to the existing light poles on State Road 7 (see Lighting Feature - Option 2). The FDOT representative's estimated cost of each light pole is \$18,000. However, \$10,000 would be the requested contribution by the CRA for the upgraded light poles. Based on the attached Preliminary Lighting Layout, up to nine (9) lights would be needed for proper coverage totaling \$90,000. There may be an opportunity to add two (2) additional lights. After the final photometric analysis and design is completed, this agenda item will be brought back to the CRA Board. The project cost will also be shared for review and consideration.

This project is a collaborative effort. The Florida Department of Transportation will administer and manage the project. The City of Lauderdale Lakes will enter into a Locally Funded Agreement with the FDOT to cover the maintenance cost. The City of Lauderdale Lakes will be responsible for covering any and all future cost associated with the lighting features.

#### Funding Source:

Increment Revenue

#### Fiscal Impact:

The financial impact would not exceed \$110,000 if eleven (11) lights are upgraded.

**Sponsor Name/Department:** Celeste Dunmore, CRA Executive Dir. and Maqsood Mahammad Nasir, Engineering S&C Management Dir.

**Meeting Date:** 2/20/2024

#### ATTACHMENTS:

Description	Type
❑ Preliminary SR7 Decorative Lighting Layout	Backup Material
❑ Preliminary Decorative Lighting System (Option 2)	Backup Material

## APPENDIX C – PROPOSED LIGHTING PHOTOMETRIC ANALYSIS

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PROPOSED PHOTOMETRIC RESULTS (SR 7)

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
NW34St_Intersection_HFC	Illuminance	Fc	2.41	4.6	0.7	3.44	6.57
NW34St_VFC_EB_Thru	Illuminance	Fc	0.65	N.A.	N.A.	N.A.	N.A.
NW34St_VFC_NB_Thru	Illuminance	Fc	2.21	N.A.	N.A.	N.A.	N.A.
NW34St_VFC_SB_Thru	Illuminance	Fc	2.26	N.A.	N.A.	N.A.	N.A.
NW34St_VFC_WB_Thru	Illuminance	Fc	2.53	N.A.	N.A.	N.A.	N.A.
SR7_NB_1	Illuminance	Fc	2.80	4.9	0.9	3.11	5.44
SR7_SB_1	Illuminance	Fc	2.23	3.9	0.7	3.19	5.57
SR7_NB_2	Illuminance	Fc	2.66	5.0	0.7	3.80	7.14
SR7_SB_2	Illuminance	Fc	2.23	4.2	0.6	3.72	7.00

\*HIGHLIGHTED VALUE DOES NOT MEET FDOT CRITERIA DUE TO ILLUMINATION BEING PROVIDED BY PRIVATE PROPERTY LIGHT. COORDINATION WITH OWNER OF PRIVATE PROPERTY LIGHT WILL NEED TO BE EVALUATED.

Luminaire Schedule										
Symbol	Qty	Label	Arrangement	Arm	LLF	Description	Luminaire Lumens	Luminaire Watts	Total Watts	Max Candela
	1	EX_FPL LED ATBS	SINGLE	10	1.000	Exist. ATBS P50 XXXXX D3 4K_5K	10556	82	82	5589
	1	Retrofit_FPL LED ATB2	SINGLE	10	1.000	Retrofit Exist. FPL pole with ATB2_P602_R4_3K	26278	196	196	18230
	1	EX_GLAN-SA2A-740-U-T4W	SINGLE	0.75	1.000	Exist. LED Light in concrete pole	9203	63	63	6339
	5	Proposed_ATB2_P602_R4_3K_Arm 6	SINGLE	6	1.000	Proposed Cobrahead in Aluminum Pole	26278	196	980	18230
	12	Holophane Type 3 retrofit	SINGLE	8	1.000	Retrofit Exist. HPS with ESL2 P60S 30K XX T63	23505	242	2904	13362
	4	Proposed_FPL LED ATB2_P602	SINGLE	6	1.000	Add ATB2_P602_R4_3K Luminaire on Exist. FPL pole	26278	196	784	18230

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	Holophane Type 3 retrofit	917463.113	667350.788	45	0.047	0
2	Holophane Type 3 retrofit	917460.226	667467.764	45	0.099	0
3	Holophane Type 3 retrofit	917457.353	667566.801	45	0.075	0
4	Holophane Type 3 retrofit	917455.259	667658.716	45	0.116	0
5	Holophane Type 3 retrofit	917447.793	667770.76	45	0	0
6	EX_FPL LED ATBS	917642.691	667784.708	30	89.81	0
7	Retrofit_FPL LED ATB2	917625.827	667846.317	25	270.13	0
8	Holophane Type 3 retrofit	917431.629	667882.95	45	359.71	0
9	Holophane Type 3 retrofit	917431.413	667990.954	45	0.015	0
10	Holophane Type 3 retrofit	917436.712	668130.375	45	0.207	0
11	Holophane Type 3 retrofit	917423.212	668236.925	45	359.621	0
12	Holophane Type 3 retrofit	917437.751	668354.732	45	359.697	0
13	Holophane Type 3 retrofit	917434.078	668476.529	45	359.775	0
14	Holophane Type 3 retrofit	917431.537	668613.617	45	0.137	0
15	Proposed_ATB2_P602_R4_3K_Arm 6	917573.676	667432.918	30	181.811	0
16	Proposed_ATB2_P602_R4_3K_Arm 6	917566.487	667597.972	30	180	0
17	Proposed_ATB2_P602_R4_3K_Arm 6	917564.061	667757.971	30	180	0
18	Proposed_ATB2_P602_R4_3K_Arm 6	917550.891	667917.642	30	180	0
19	Proposed_ATB2_P602_R4_3K_Arm 6	917556.112	668085	30	180	0
20	Proposed_FPL LED ATB2_P602	917541.897	668245.852	30	179.958	0
21	Proposed_FPL LED ATB2_P602	917535.768	668399.989	30	179.994	0
22	Proposed_FPL LED ATB2_P602	917531.513	668567.732	30	179.916	0
23	Proposed_FPL LED ATB2_P602	917529.76	668657.317	30	180.15	0
24	EX_GLAN-SA2A-740-U-T4W	917425	667779	30	100	0

REVISIONS				
DATE	DESCRIPTION	DATE	DESCRIPTION	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 7	BROWARD	

PHOTOMETRIC CALCULATION RESULTS (PROPOSED)	SHEET NO.
	PH-19





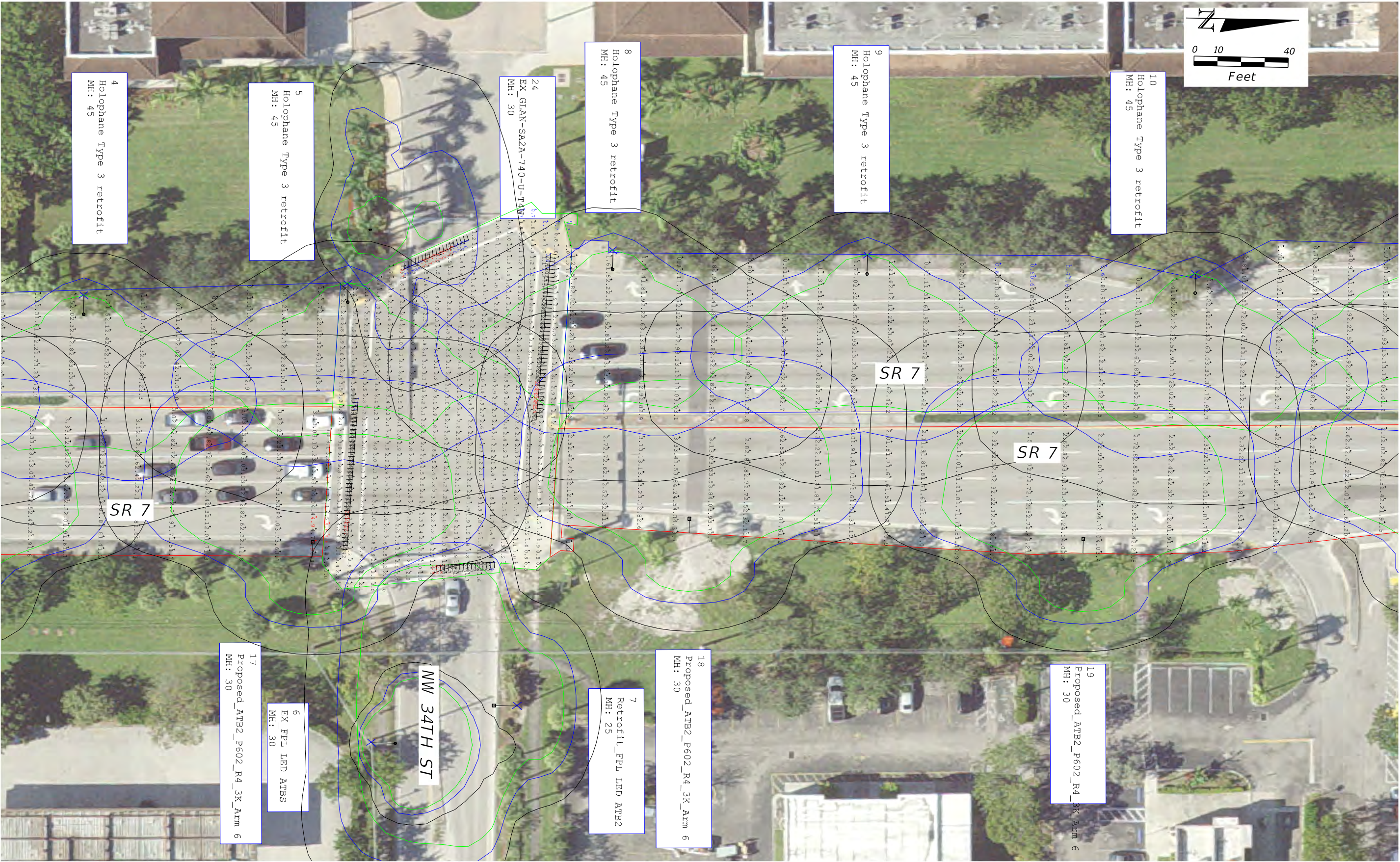
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 7	BROWARD	

PHOTOMETRIC PLAN (PROPOSED CONDITIONS)	

SHEET NO.
PH-20





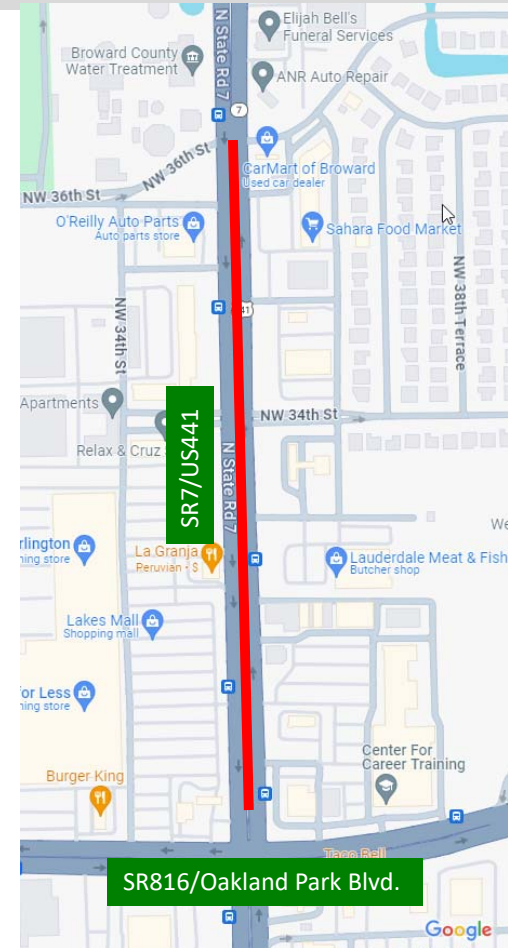
REVISIONS					STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PHOTOMETRIC PLAN (PROPOSED CONDITIONS)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		PH-21
					SR 7	BROWARD			







# Lighting along SR7/US441 from North of Oakland Park to NW 36 Street



# Lighting Options



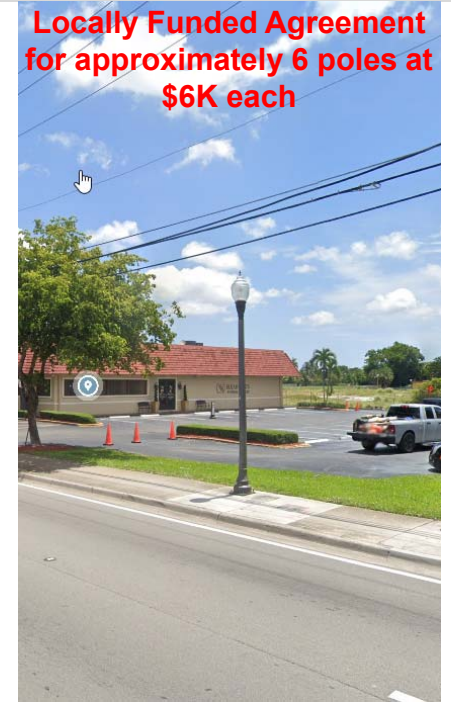
**Decorative lighting  
along SB lanes**



**Existing Overhead  
electric lines along  
NB lanes**



**Option 1**  
**Utility conflict light  
pole**  
**100% paid by FDOT**



**Locally Funded Agreement  
for approximately 6 poles at  
\$6K each**

**Option 2**  
**Short decorative pole**  
**Cost to be divided  
between City and FDOT**



# CITY OF LAUDERDALE LAKES

## Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
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DISCUSSION REGARDING THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY MEETINGS
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Summary
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This is a discussion regarding the CRA meeting requirements in accordance with the established Bylaws.

Staff Recommendation
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### Background:

The Lauderdale Lakes Community Redevelopment Agency (CRA) is governed by Bylaws. In accordance with Article 3 of the Bylaws, there is a required number of meetings that must be held during the fiscal year. See the language below.

## ARTICLE 3 MEETINGS

3.1 Regular Meeting. The CRA shall hold a regular meeting at least ten (10) times each fiscal year on a day, and at a time and place to be designated from time to time by the CRA. A regular meeting may be cancelled by the Administrator if it is determined that there will not be a quorum.

Because there is no meeting in August of each year, the following considerations are requested:

- Require regular meetings at least nine (9) times each fiscal year
- Propose alternatives related to the number of required meetings each fiscal year
- Eliminate language regarding the required number of meetings each fiscal year

If there are questions and/or comments, our CRA Attorney and/or staff will respond accordingly.

### Funding Source:

Not applicable

### Fiscal Impact:

**Sponsor Name/Department:** Celeste Dunmore, CRA Executive Director

**Meeting Date:** 2/20/2024

### ATTACHMENTS:

Description	Type
Backup - 2021 CRA Bylaws (Meeting Requirement)	Backup Material

## LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY BY-LAWS

### ARTICLE 1

- 1.1 Establishment and Name. Pursuant to Chapter 16, Part III, Florida Statutes, and the powers delegated to the City by the Broward County Commission of the City of Lauderdale Lakes, Florida, as City's governing body ("City") established a community redevelopment agency known as Lauderdale Lakes Community Redevelopment Agency (the "CRA").
- 1.2 Purpose and Objectives. The purpose of the CRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within the City.
- 1.3 Seal. The CRA will have a corporate seal which shall be circular in form and shall bear the name CRA. The Secretary shall be the custodian of the corporate seal.
- 1.4 Members and Terms. In accordance with Section 163.357(1), Florida Statutes, the City Commission has designed itself and the Mayor of the City as the governing board of the CRA. Reference to the members of the CRA, as a whole, shall be "Board of Commissioners", "Commissioners" or "CRA. An individual member of the CRA shall be referred to as a "Commissioner".
- 1.5 Compensation. The Commissioners shall serve without compensation from the CRA, but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the CRA. Requests for reimbursement shall be subject to the requirements of Section 112.061, Florida Statutes.

### ARTICLE 2

#### OFFICERS AND EMPLOYEES

- 2.1 Executive Officers. The executive officers of the CRA shall be a Chair and a Vice-Chair, each of whom shall be designated by the City Commission from among the members of the Board of Commissioners. The designation of the Chair and Vice-Chair shall be made at the organizational meeting of the City Commission, or as soon thereafter as the business of the City Commission will permit, and no Chair or Vice-Chair shall serve beyond one consecutive year.
- 2.2 Chair. The Chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required, establish such ad hoc committees, from time to time, as may be deemed appropriate, the members of which shall be appointed in such manner and number as the Board may determine appropriate, and the Chair shall have such duties as may be determined by the Board and consistent with law.
- 2.3 Vice-Chair. The Vice-Chair shall, in the absence, disqualification, resignation or death or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair.
- 2.4 Administrative Officer. The Board shall designate, from time to time, an Administrator of the CRA to administer its business and operations.

2.4.1 General. The Administrator is the City Manager or designee and shall serve at the pleasure of the CRA.

2.4.2 Responsibility. The Administrator or designee shall be responsible for carrying out the policies established by the CRA and shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the CRA. The Administrator shall be responsible for the CRA's fiscal operations.

2.4.3 Administrator as Secretary. The City Clerk or designee shall serve as the Secretary of the CRA and as such shall prepare CRA agendas, be the custodian of the official seal and all books and records of the CRA, keep the minutes and a recording of all votes of all CRA meetings, send out all notices of meetings, and shall perform such other duties as may be designated by the CRA. The Administrator shall keep the seal in safe custody and have the power to affix or cause to be affixed the CRA's official seal to and attest all contracts and instruments to be executed by the CRA, supervised by the Administrator.

2.5 Agents and Consultants. The CRA administrative needs shall initially be served by the City pursuant to the terms of a Service Agreement whereby the City shall provide substantial staff and consultant services, including managerial, accounting, public relations and general clerical and administrative services. The CRA may hire, retain, and engage such employees, agents, consultants, experts, attorney's and specialist as it deems necessary.

### ARTICLE 3 MEETINGS

3.1 Regular Meeting. The CRA shall hold a regular meeting at least ten (10) times each fiscal year on a day, and at a time and place to be designated from time to time by the CRA. A regular meeting may be cancelled by the Administrator if it is determined that there will not be a quorum.

3.2 Special Meetings. The Chair or any other four (4) Commissioners of the CRA may require the calling of a special meeting at a reasonable time and place requesting the Administrator to arrange for and give notice of such special meeting.

3.3 Emergency Meetings. Emergency meetings of the CRA may be called at any time and place by the Chair or by a majority of the Commissioners or by the Administrator providing personal or telephonic notice to Commissioners, specifying the time and place of the emergency meeting and the business to be transacted. No other business shall be considered at such meeting. Notice of any emergency meeting may be waived in the same manner as notice of a special or regular meeting.

3.4 Notice of Meetings. The Administrator or designee will mail or deliver written notice of each regular meeting to Commissioners at least three (3) days prior to such meeting. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting unless notice of the meeting is waived in writing by all Commissioners before, at or after the meeting. The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting unless a waiver of notice is obtained from all Commissioners. Notice of all special and regular meetings shall be provided to the public, appropriate City officials and the news media. Notice of emergency meetings shall be provided to the public, appropriate City officials and the news media as is reasonable under the circumstances.

3.5 Quorum and Voting. A majority of the Commissioners shall constitute a quorum for the purpose of conducting business. When a quorum is present, the CRA may act by a vote of a majority of the Commissioners present, unless otherwise provided in law or these By-laws. If any meeting cannot be conducted because a quorum is not present, the Commissioners who are present may adjourn the meeting to a time certain, and notice of such adjourned meeting shall be given each Commissioner, unless waived.

3.6 Recessed and Continued Meeting. Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is recessed to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

3.7 Rules of Order. All meetings shall be conducted under the most recent Edition of Robert's rules of Order, Revised, unless otherwise provided by applicable law. The Rules will be applied liberally to further the business of the CRA, and the Chair shall be the arbiter of the application of the application of the Rules; provided that upon the call of any of any two Commissioners the question of the application of the Rules shall be put to a vote.

#### ARTICLE 4 CONTRACTS

4.1 Execution of Instruments. Legal instruments of the CRA will be executed by the Chair and attested to by the Secretary with the corporate seal affixed thereto. In the absence of the Chair, such instruments may be executed by the Vice-Chair.

4.2 Real Property Acquisition and Disposition. The acquisition, conveyance and leasing of real property by the CRA shall be done in accordance with the application provisions of Chapter 163, Florida Statutes.

4.3 Purchasing Procedures. Except as may be otherwise required by law or when required by the Board of Commissioners of the CRA, the Administrator shall procure all commodities and services under the same purchasing processes and requirements that apply to the City.

#### ARTICLE 5 FISCAL MATTERS

5.1 Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of each year.

5.2 Budget. The Board of Commissioners shall cause an annual budget to be prepared with a work program for each fiscal year, and such other budgets as the Commissioners may determine. The CRA shall not expend any funds other than those in the budget or otherwise authorized by the CRA Board, provided that the Board shall have the power to amend its budget as may from time to time be necessary.

5.3 Accounting Practices. The CRA shall comply with applicable Florida law and all applicable regulations regarding uniform accounting practices and procedures for units of local government.



5.4 Annual Audit. The Board of Commissioners shall arrange for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit by an independent certified public accountant in accordance with the provisions of Section 163.397 (8), Florida Statutes. The CRA shall provide a copy of such report to each taxing authority contributing to the Redevelopment Trust Fund. The auditors shall be selected by the CRA Board. The auditor of the CRA may be the same auditor doing the annual audit of the City.

5.5 Annual Report. The CRA shall file with the City and with the Auditor General, on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.356 (3)(c), Florida Statutes.

5.6 Bonding of Officers and Employees. The CRA may require that any or all Commissioners and employees who have check writing or cash management responsibility be required to post bond for faithful performance duty. The CRA may pay bonding cost for all such bonds it requires.

5.7 Maintenance and Disbursement of Funds. All funds of the CRA shall be used only for purposes permitted by applicable law. Funds shall be distributed only at the direction or with the approval of the CRA pursuant to an adopted budget and with appropriate requisitions signed by the Chair. Notwithstanding the foregoing, no single obligation requiring a disbursement in excess of \$5,000 shall be made unless specifically approved by the CRA Board; provided, however, the Administrator shall have the power, without the prior approval of the Board, to make budgetary transfers among budgeted accounts up to \$5,000, per transfer, and such transactions reported to the board at the next meeting.

## ARTICLE 6 COMMITTEES

6.1 Power to Create. The CRA may create necessary committees, from time to time, as shall be necessary to carry out the functions, purposes and objectives of the CRA. [SEE SECTION 2.2 RE CHAIR APPOINTING COMMITTEES]

## ARTICLE 7 AMENDMENTS

7.1 Amendments. The By-Laws of the CRA may be amended at any regular or special meeting by a super majority vote of the Commissioners. No such amendment shall be adopted unless at least two (2) weeks written notice thereof has been previously given to the Commissioners.

## ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Indemnification of the CRA, its Officers, Members and Employees. Any of the CRA, its officers, commissioners or other employees may be indemnified or reimbursed by the CRA for reasonable expenses (including, but not limited to, attorney's fees, judgments and payment in settlement) actually in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which she/he or they shall be made a party by reason of being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with such person being or having been a CRA

officer member, or employee of the CRA; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which she or he shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of her or his duties to the CRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, and the CRA acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Commissioners. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, her or his heirs, executors or administrators may be entitled as a matter law.

8.2 Insurance. The CRA may purchase insurance for the purpose of indemnifying its officers, members, and other employees to the extent that such indemnification is allowed in Section 8.1 herein. The CRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.