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

COMMUNITY REDEVELOPMENT AGENCY MEETING AGENDA

Commission Chambers
January 17, 2017
5:30 PM

1. CALL TO ORDER

2. ROLL CALL

3. MINUTES FROM PREVIOUS MEETING

A. OCTOBER 18, 2016 CRA MEETING MINUTES

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

A. PETITIONS FROM THE PUBLIC

All petitioners must sign in with the CRA Secretary and will be seated in a designated area. Petitioners will be allowed to speak for two (2) minutes.

5. EXECUTIVE DIRECTOR REPORT

A. EXECUTIVE REPORT FROM THE CRA EXECUTIVE DIRECTOR

This report provides a summary of the Community Redevelopment Agency related activities.

6. FINANCE DIRECTOR REPORT

A. CRA RESOLUTION 2017-001 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY (‘AGENCY”) RATIFYING THE CITY MANAGERS FILING OF THE AGENCY’S FISCAL YEAR 2017, PERIOD 1 (OCTOBER) FINANCIAL ACTIVITY REPORT

This Resolution serves to ratify the October 2016 - (Period 1) Financial Activity Report provided by the Financial Services Department.

B. CRA RESOLUTION 2017-002 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY (‘AGENCY”) RATIFYING THE CITY MANAGERS FILING OF THE AGENCY’S FISCAL YEAR 2017, PERIOD 2 - (NOVEMBER) FINANCIAL ACTIVITY REPORT

This Resolution serves to ratify the November 2016 - (Period 2) 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

A. CRA RESOLUTION 2017-003 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT

AGENCY ("CRA"), PROVIDING AN OFFER TO THE CITY OF LAUDERDALE LAKES FOR THE DEDICATION OF THAT CERTAIN ROADWAY KNOWN AS "SOMERSET"

This Resolution approves the dedication of certain land to the City of Lauderdale Lakes. Approval by the CRA would be consistent with the adopted CRA Plan, the original intent reflected within the language found in the recorded access easement that Somerset Drive improvements would ultimately be dedicated as a public roadway, and to accommodate the release of the land through dedication to the City of Lauderdale Lakes by the current property owners - Lauderdale Lakes CRA.

B. CRA RESOLUTION 2017-004 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AUTHORIZING THE EXECUTION OF THE FIRST MODIFICATION TO A PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN THE AGENCY AND CARRAS COMMUNITY INVESTMENT, INC. TO PROVIDE REAL ESTATE ADVISORY SERVICES TO THE AGENCY FOR THE COMMERCE PARK PROJECT TO INCREASE THE COMPENSATION FOR AN AMOUNT NOT TO EXCEED $10,000 AND INCREASE THE TERM

This Resolution serves to provide for added funding, and time of performance extension, for continuing Community Redevelopment Agency Financial Advisory Services in relation to the negotiation, development and approval of a Development Agreement for the development and sale of the CRA owned Commerce Park property by Carras Community Investments, Inc.

12. NEW BUSINESS

A. CRA RESOLUTION 2017-005 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE FIFTH AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT AND DISPOSITION OF PROPERTY BETWEEN OAKLAND DEVELOPMENT PARTNER, LLC TO SUCCESSOR IN TITLE TO UNITED HOMES OF LAUDERDALE LAKES, INC. AND LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY

This Resolutions authorizes the execution of the Fifth Amendment to the Agreement for development and disposition of property between Oakland Development Partner, LLC to successor in title to United Homes of Lauderdale Lakes, Inc. and Lauderdale Lakes Community Redevelopment Agency.

13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS

14. ADJOURNMENT

CITY OF LAUDERDALE LAKES

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Fiscal Impact: Contract Requirement:

Title

OCTOBER 18, 2016 CRA MEETING MINUTES

Summary
Staff Recommendation

Background:

Funding Source:

Sponsor Name/Department:

Meeting Date: 1/17/2017

ATTACHMENTS:

	Description	Type
	October 18, 2017 CRA Meeting Minutes	Backup Material

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4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
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MINUTES
COMMUNITY REDEVELOPMENT AGENCY MEETING
October 18, 2016
5:30 PM

1. CALL TO ORDER

Chairperson Patricia Williams called the Community Redevelopment Agency Meeting to order at 5:38 p.m. in the City of Lauderdale Lakes City Hall - Commission Chambers located at 4300 NW 36 Street, Lauderdale Lakes, Florida 33319.

2. ROLL CALL

Present:
Chairperson Patricia Williams
Vice Chairperson Beverly Williams
Commissioner Gloria Lewis
Commissioner Eileen Rathery
Commissioner Barrington A. Russell, Sr.

Absent:
Commissioner Edwina Coleman

Also Present:
Phil Alleyne, CRA Administrator
J. Gary Rogers, CRA Executive Director
Celeste Dunmore (on behalf of Sharon Houslin, Secretary)
J. Michael Haygood, CRA Attorney
CRA Staff and City Staff
Members of the Public

3. MINUTES FROM PREVIOUS MEETING

Commissioner Barrington A. Russell, Sr. made a motion to approve the September 20, 2016 Community Redevelopment Agency Meeting Minutes. Commissioner Beverly Williams seconded the motion.

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

5. EXECUTIVE DIRECTOR REPORT

A. EXECUTIVE REPORT FROM CRA EXECUTIVE DIRECTOR
This report provides a summary of Community Redevelopment Agency related activities.

J. Gary Rogers, CRA Executive Director, reported on the following: NW 31st Avenue Corridor Improvement Program (Wireless Camera Network); Complete Streets Conceptual Design; NW 31st Avenue Residential Improvements; Electronic Messaging Board; Redevelopment/Town Center - Master Developer Solicitation; Transit Improvements;

Commercial Façade Improvement Program; Community Policing; C-13 Greenway Trail; C-13 Greenway Trailhead Park; Vincent Torres Memorial Park Improvements; Ireland Property/NW 31st Avenue Community Gardens; Library/Educational & Cultural Programs; Commerce Park/Somerset Drive Redevelopment; Flashcam Surveillance; Citywide Bus Shelter Development; ICMA LOKAL+/Sister City Kenscoff Haiti-City of Lauderdale Lakes

6. FINANCE DIRECTOR REPORT

Susan Gooding Liburd, Director of Financial Services, provided an overview of the Financial Activity Reports and responded to inquiries.

A. CRA RESOLUTION 2016-34 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGENCY") RATIFYING THE CITY MANAGERS FILING OF THE AGENCY'S FISCAL YEAR 2016, PERIOD 12 – UNADJUSTED (SEPTEMBER) FINANCIAL ACTIVITY REPORT

This Resolution serves to ratify the September 2016 - Unadjusted (Period 12) Financial Activity Report provided by the Financial Services Department.

CRA Attorney J. Michael Haygood read the following Resolution by Title Only:

CRA RESOLUTION 2016-34

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGENCY") RATIFYING THE CITY MANAGERS FILING OF THE AGENCY'S FISCAL YEAR 2016, PERIOD 12 – UNADJUSTED (SEPTEMBER) 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; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Commissioner Barrington A. Russell, Sr. made a motion to move CRA Resolution 2016-34 to the floor. Commissioner Eileen Rathery seconded the motion.

Chairperson Patricia Williams asked if there is any discussion. There were inquiries regarding the Financial Activity Report and expenditures incurred for CRA activities. Susan Gooding-Liburd, Director of Financial Services, and J. Gary Rogers, CRA Executive Director provided a response to questions.

Chairperson Patricia Williams requested a roll call:

FOR: Chairperson Patricia Williams, Vice Chairperson Beverly Williams, Commissioner Eileen Rathery, Commissioner Barrington A. Russell. Sr. AGAINST: Commissioner Gloria Lewis

Motion passed: 4-1

7. CHAIRMAN REPORT

8. COMMITTEE REPORTS: STANDING

9. COMMITTEE REPORTS: AD HOC

10. LEGAL REPORT

11. OLD BUSINESS

12. NEW BUSINESS

A. CRA RESOLUTION 2016-35 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ANDERSON AND CARR TO COMPLETE AN APPRAISAL OF THE COMMERCE PARK PROPERTY FOR THE AMOUNT OF $6,000

This is a Resolution approving the execution of an agreement with Anderson & Carr, Inc. to complete an approved site plan based appraisal of the Community Redevelopment Agency (CRA) owned Commerce Park site.

The appraisal methodology proposed herein will consider the CRA Financial Advisors (James Carras-Carras and Associates) confirmed developers cost of implementing the approved Site Plan, against the revenues that the market can support as related to the planned rental of the developed property for inclusion in a negotiated Development Agreement proposal for future consideration by the CRA Board.

CRA Attorney J. Michael Haygood read the following Resolution by Title Only:

CRA RESOLUTION 2016-35

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ANDERSON AND CARR TO COMPLETE AN APPRAISAL OF THE COMMERCE PARK PROPERTY FOR THE AMOUNT OF $6,000; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS CONSISTENT WITH THE INTENT OF THE RESOLUTION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Commissioner Barrington A. Russell, Sr. made a motion to move CRA Resolution 2016-35 to the floor. Commissioner Eileen Rathery seconded the motion.

Chairperson Patricia Williams asked if there is any discussion. Commissioner Eileen Rathery mentioned a scrivenor's error found in the contract as it relates to the term period.

Chairperson Patricia Williams requested a roll call:

FOR: Chairperson Patricia Williams, Vice Chairperson Beverly Williams, Commissioner Eileen Rathery, Commissioner Barrington A. Russell. Sr. AGAINST: None. OTHER: Commissioner Gloria Lewis [absent from the dais]

Motion passed: 4-0

B. CRA RESOLUTION 2016-36 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTION OF AN AGREEMENT TO EXPEND $30,000 FOR CERTAIN PREDEVELOPMENT COSTS FOR DEVELOPMENT OF THE LAND COMMONLY KNOWN AS COMMERCE PARK

This Resolution authorizes payment not to exceed $30,000 for certain predevelopment costs related to the Community Redevelopment Agency property known as the Commerce Park located on the southwest corner of Oakland Park Boulevard and NW 31 Avenue.

CRA Attorney J. Michael Haygood read the following Resolution by Title Only:

CRA RESOLUTION 2016-36

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE EXECUTION OF AN AGREEMENT TO EXPEND $30,000 FOR CERTAIN PREDEVELOPMENT COSTS FOR DEVELOPMENT OF THE LAND COMMONLY KNOWN AS COMMERCE PARK; DIRECTING AND AUTHORIZING THE CHAIRMAN 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.

Commissioner Barrington A. Russell, Sr. made a motion to move CRA Resolution 2016-36 to the floor. Vice Chairperson Beverly Williams seconded the motion.

Chairperson Patricia Williams asked if there is any discussion. There were questions regarding the predevelopment costs. J. Gary Rogers, CRA Executive Director, responded to the questions.

Chairperson Patricia Williams requested a roll call:

FOR: Chairperson Patricia Williams, Vice Chairperson Beverly Williams, Commissioner Eileen Rathery, Commissioner Barrington A. Russell. Sr. AGAINST: None. OTHER: Gloria Lewis [Absent from the Dais]

Motion passed: 4-0

13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS

- The Broward Metropolitan Planning Organization (MPO), in collaboration with other governmental agencies, is organizing an event on October 19, 2016 to highlight projects that will be funded through the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant Program, such as the Lauderdale Lakes C-13 Canal Greenway Trail Project.

- The City of Lauderdale Lakes is organizing a Haiti Relief Effort.

14. ADJOURNMENT

Meeting adjourned at 6:58 p.m.

_____
BEVERLY WILLIAMS, CHAIRPERSON

ATTEST:

_____
SHARON HOUSLIN, SECRETARY

CITY OF LAUDERDALE LAKES

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Fiscal Impact: No Contract Requirement: No

Title

EXECUTIVE REPORT FROM THE CRA EXECUTIVE DIRECTOR

Summary

This report provides a summary of the Community Redevelopment Agency related activities.

Staff Recommendation

Background:

Funding Source:

N/A

Sponsor Name/Department: J. Gary Rogers, CRA Executive Director

Meeting Date: 1/17/2017

ATTACHMENTS:

	Description	Type
	Executive Director's Report - January 17, 2017	Executive Summary

Community Redevelopment Agency (CRA)
December 2016 Departmental Report

Department Information			
Employee Name:	J. Gary Rogers	Date: 1-10-2017	
Department:	Community Redevelopment Agency		
Review Period:	12-01-2016 to 12-31-2016		

Department Overview

CRA Payments processed December 2016

*16 invoices totaling $9,166.23 in the month of December 2016.
*2 loan payments totaling $171,493.02 in the month of December 2016.

Special Activities

N.W. 31ST Ave. Complete Streets project final project conceptual design plans and cost estimates were delivered to Florida Department of Transportation (FDOT) to secure a $1m. 2016 State of Florida Legislative Appropriation for contract development/execution.

January 17, 2017 CRA Agenda;

The Community Redevelopment Agency meeting will cover the following:

NEW BUSINESS:

- Bella Vista-Proposed Amendment to Development Agreement
  (*Time Certain @ 5:30 for consideration, approval or, modification by CRA Board)

OLD BUSINESS:

- CRA transfer of Somerset Drive Title to the City of Lauderdale Lakes
- CRA Financial Advisor James Carras - Proposed Contract Extension/Award of Funding.
  (*Overview of CRA Commerce Park Goals and Planning Process will be provided)

CRA Project Activity December 2016:

1. N.W. 31st Avenue Corridor Improvements

Wildfire Wireless Video Security Program installation of the N.W. 31St Ave. corridor project is approved and on-hold pending FPL providing power to pole locations as required. All required deposits are paid and the equipment has been awaiting delivery. Florida Power and Light (FPL) is re-visiting strategies for providing to the proposed installation of electrical service in 2 locations to power to the camera clusters. FPL

Permit negotiation/application processing is active and on-going at this time once again as instructed by the CRA Board in-lieu of the use of Solar Power.

Complete Streets Conceptual Design developed by CRA Engineering Consultants McMahon and Associates was approved on May 9, 2016 by the Broward County – Environmental Protection and Growth Management Department to establish the framework for the development of proposals/pricing for NW 31St. Ave. Complete Streets redevelopment.

Analysis of project design and cost estimates developed by CRA engineering consultant McMahon and Associates for the implementation of the Broward County Approved/Preferred Concept has been developed and approved by Broward County to secure a $1m. FY2016 State Legislative Appropriation award for contract execution with FDOT.

The approved project design calls for the modification of existing medians to gain space for a sidewalk to be installed on the East side of the corridor. Landscaping, lighting, street furnishings and project signage will be included in the final project design which is under development at this time.

2. NW 31st Avenue Residential Improvements

In accordance with the adopted CRA Plan, provisions to address aging private residential property conditions and unsafe parking are included to encourage redevelopment of the N.W. 31st Avenue Corridor. While future CRA funding for a Residential Rental Façade Improvement Program has been discussed with the CRA Board/community; communication with area property owners, and with providers of financial assistance for rental property (including area non-profit affordable housing developers) is on-going on an informal basis to identify opportunities to make improvements to the residential dwellings. City of Lauderdale Lakes Code Enforcement in the area is on-going.

*Upon the sale of the CRA owned Commerce Park property for development, a Residential Façade Improvement Program funding proposal will be presented to the CRA Board for consideration.

3. Electronic Messaging Board

The design of the project was originally intended in FY2016 to reflect the architectural styling of the Bus Shelters and Library/ECC projects consistent with adopted Architectural Standards of the City of Lauderdale Lakes.

Saltz Michaelson and Assoc., Architects were engaged to develop a conceptual site plan and design alternatives for the message board in 2016.

NOTE: Due to visibility conflicts with the installation/designs developed, providing visual obstructions from SR7 vehicular traffic/passers-by over the past few years, a new conceptual design will be secured for further consideration. The procurement of contractors for the project will remain on-hold pending CRA Board approval of structural design and placement of the Message Board at SR7 and NW 36th St. within the Mayor Brown Memorial Park site.

4. Redevelopment/Town Center - Master Developer Solicitation

Following the sale of the Marketplace Plaza at the Town Center District in 2016, staff engaged the new owners to discuss opportunities for the stabilization of the property, improvements to the existing drainage system, and to craft strategies for the redevelopment of the property as reflected within the adopted CRA Plan and to conform to Town Center Zoning standards.

Due to limited Commercial Façade Program funding, and the high cost of replacing building facades as originally proposed at a cost of $400,000, the property owner has agreed to submit a modified Commercial Façade Improvement Program proposal to address all existing buildings on site. The new application will propose painting the structures throughout the site, rather than re-build a single building Facade as originally intended.

The property owner intends to submit a modified application for Commercial Façade Improvement Program financial commitment/partnership with the CRA for consideration by the CRA Board at a future CRA meeting.

An Architectural firm has been engaged by the property owners to design the build-out of the Town Center in areas presently developed as surface parking. A preliminary/conceptual design for the project was recently shared with City/CRA staff for review and comment. The conceptual project design is being evaluated for conformance/modification to conform to the adopted CRA Plan, City of Lauderdale Lakes Land Use and Architectural Code and Local Activity Center (LAC) standards which prevail throughout the 144 acre LAC zone approved by Broward County.

5. Transit Improvements

Town Center Representatives Florida Department of Transportation (FDOT) officials and consultants AECOM have worked with: the Broward Metropolitan Planning Organization (MPO), Broward County Transit (BCT) to collaboratively design concepts for future project investments planned by FDOT for traffic control, transportation management and pedestrian safety enhancement interventions/improvements in the Town Center area.

The FY2017 Transportation Improvement Program (TIP) is adopted to reflect $301,569 in funding for the design and development of a Pedestrian Safety Crossing project to be constructed at SR7/US 441 and the C-13 Greenway Trail. The Florida Department of Transportation (FDOT) will design and develop the project in partnership with the MPO and the City of Lauderdale Lakes.

6. Commercial Facade Improvement Program

CRA Board approved/contracted Commercial Façade work is underway at the Lauderdale Lakes Industrial Park located at 2696 N.W. 31St. Ave.

Payment processing is underway for the completed Façade Program renovation of the Oakland Plaza project on Oakland Park Boulevard.

7. Community Policing Initiatives

Community Policing Initiatives are approved in the adopted CRA Plan to continue on an on-going basis in the years to come in order to provide innovative strategies to insure public safety and to enhance public safety within the CRA area.

Directed Patrol: Broward Sherriff's Office (BSO) Directed Patrol services in the CRA area have been on-going based upon need/deployment within the CRA District.

A proposal for FY 2017 funding for this activity will be presented to the CRA Board in the near future as other anticipated funding sources have been determined to be unavailable to meet local needs through FY2017.

Video Security: CRA funded installation of WildFire Camera Networks Wireless Video Security Cameras, on the N.W. 31st Avenue corridor, and at the City of Lauderdale Lakes Alzheimer's Center facility in partnership with the City of Lauderdale Lakes and the Broward County Sheriff's Office was approved and contracted in FY2016.

Both installations approved in FY2016 described above require the cooperation of Florida Power and Light (FPL) as several camera locations are not presently provided with power from existing electrical system connections. Should City efforts to secure FPL power supply fail, Solar Power may be presented to the CRA Board as an alternative to FPL power supply in order to complete these projects.

The installation of the CRA approved SR7/Oakland Park Blvd. system is awaiting required FDOT approval of Right Of Way (ROW) Camera instillation for data collection and pedestrian/vehicular interaction monitoring purposes to improve public safety and transportation management

8. C-13 Greenway Trail

The C-13 Greenway Trail is a component of the City/CRA Healthy Living Initiatives project. Project activity is focused upon completing the development of approximately 1/3 mile of "missing" trail development along the Greenway. Project boundaries are: from N.W. 31St. Avenue on the Western end, to the City boundary line to the East of the Lauderdale Lakes Broward County School Campus at N.W. 29th. Ave., providing continuous connection to the remainder of the Greenway. The project also includes: pedestrian lighting, landscaping, and aesthetic features.

The C-13 Greenway Trail "Gap" The application for project funding was submitted in partnership with the Broward MPO through the 2016 Broward County TIGER Grant program application. The project was funded in June of 2016 for $458,504 with notification from the Federal Department of Transportation to the MPO.

NOTE: By 2016 Resolution, the City of Lauderdale Lakes pledged a required TIGER matching fund of $250,000 for the project. The release of pledged matching funds from the City is required before the month of April 2017. The engineering and design of the project by FDOT will commence in FY 2017 and project construction is anticipated to take place in FY2018.

9. C-13 Greenway Trailhead Park

Project design and cost estimates have been developed for this site. Efforts to identify/secure competitive grant funding to complete the project are on-going.

Development of the site could be funded by the City through the use of the Recreational Impact Fee Fund, or by the CRA through the use of proceeds from the pending sale of the Commerce Park property should the CRA Board desire.

NOTE: A single Masonry Bus Shelter is under development at this site is now approximately 60% complete at the present time.

10. Vincent Torres Memorial Park

The CRA Board approved FY2016 funding for the improvement of the Vincent Torres (VT) Memorial Park facility in partnership with the City. The scope of work and price proposals for CRA funding of various improvements were approved by the CRA Board and the following improvements were completed in the month of October 2016.

- Outdated fixed Video Cameras replaced throughout the park
- Electronic Scoreboard replaced on play fields
- Exterior Restroom drainage was repaired/replaced
- Outdoor Children's Playground floor mats repaired/repainted

Healthy Community Zone This project represents an expansion of the CRA Healthy Living Initiatives Program in cooperation with the City of Lauderdale Lakes – Parks and Leisure Services Department through an award of $70,000 at Vincent Torres Park. Program funding secured through partnership with the Broward Regional Health Planning Council (BRHPC). Funding and technical support is provided through the Broward Community Foundation B-Fit program to support the implementation of the Healthy Community Zone in the City of Lauderdale Lakes.

On August 9, 2016 the City Commission approved an Interlocal Agreement with BRHPC for implementation of B-Fit/Healthy Community Zone services.

11. **Ireland Property / Community Gardens**

The Ireland Property @ NW 36Th St. is leased to the City for recreational use related to the Vincent Torres Memorial Park, providing parking for the Vincent Torres Park, and a home for the ¼ acre Community Garden project, another City/CRA Healthy Living Initiatives recreational activity.

Flowers and fruit bearing trees have been added to the 49 individual family garden beds on the Ireland Property Community Garden site with all material required for garden development and on-going utilization have been provided by the CRA. Physical improvements to the properties have been built, and are maintained by community volunteers from the Community Garden Club of Lauderdale Lakes.

The award of $70,000 in Bfit program funding, secured through City and CRA collaboration Broward Regional Health Planning Council (BRHC), now provides support for the active utilization of: Community Gardens, Vincent Torres Park, C-13 Greenway Trail and the City Aquatic Facility. The primary Bfit program objective is to educate members of the community to encourage the adoption and practice of healthy behaviors and to promote the individual adoption of active lifestyles throughout the community for all age groups.

11. **Library/Educational & Cultural Programs**

Community Redevelopment Agency funding for events/activities at the Library/ECC facility continues in FY2017 in partnership with the City for community benefit activities such as: business training/educational events/seminars/exhibits/cultural experiences. These activities are classified as Marketing and Promotion expenses within the adopted CRA Plan.

CRA/City staff continue to provide/sponsor various forums in response to on-going community, non-profit and business needs and request for support.

In FY2017 the CRA will implement Round II of the Business Consultation Program to provide for the development of individual business plans for existing business owners located in the CRA area. Workshops continue to be scheduled for new and prospective entrepreneurs, homebuyers and other parties interested in investing in the City of Lauderdale Lakes on an on-going basis.

13. Commerce Park/ Somerset Drive Redevelopment

American Land Ventures (ALV), designated site redeveloper, is nearing the completion of Step II - Development Agreement allowing for project planning, design and development negotiations. The required $50,000 good faith development negotiation deposit fee was paid to the CRA to fund pre-development land planning, site planning, to support the market analysis process, project development budget, and time-line needed to create a Development Agreement for consideration, modification and approval by the CRA Board.

A conceptual site plan was presented to the CRA Board on June 19, 2016, and approved by the CRA Board on August 16, 2016 by MOTION following consideration of final project design.

Project cost-based property appraisals by the CRA and ALV are underway, the Broward County Tree Preservation/mitigation study and plan is nearing completion/delivery. The analysis of the proposed project budget is underway at the present time to complete project negotiations for the generation of a proposed Development Agreement for future consideration by the CRA Board.

The transfer of Somerset Drive ownership, from the CRA to the City, is nearing completion and the redevelopment of the roadway has been recently completed by RaceTrac Corporation, including the installation of pedestrian lighting, as required by the City.

NOTE: 3 of 23 acres purchased by the CRA in 2010 are being transferred to City ownership allowing the property to become a dedicated City Street.

13. City-Wide Bus Shelter Development Project

Bus shelter development in the City of Lauderdale Lakes is under contract with Broward County Transit serving under contract with the City of Lauderdale Lakes as development and grant manager for the City. Construction of 5 masonry structures is underway development at: the CRA owned Children's Community Garden on N.W. 31St. Ave., with the development of additional shelters on: N.W. 31St Ave., Oakland Park Boulevard.

The Contractor originally selected for the project was terminated for failure to perform in April 2016. Notice was provided to staff on August 8, 2016 from BCT that the second/replacement contracting firm was terminated for failure to perform.

BCT has secured the project sites to insure safe conditions and the project will resume when BCT awards another contract to finish the work. A recent meeting with BCT/CRA and City staff has resulted in the report from BCT that, due to the need to comply with Federal Procurement Standards, the project is being re-bid.

Construction will resume in the near future according to BCT representatives who are requested to present a project overview report to the CRA Board in the month of February, 2017. BCT staff was reportedly unable to attend the January 17, 2017 CRA meeting as planned due to scheduling conflicts.

13. Business Assistance (City and CRA)

- The CRA in conjunction with the City was successful in organizing programs to assist businesses. In part, the Business First! Initiative included a collaboration with the Urban League of Broward County, Small Business Development Center, Service Corps of Retired Executives (SCORE), Broward County Economic and Small Business Division, Network for Teaching Entrepreneurship (NFTE), Minority Business Development Agency, Ygrene Works, Greater Caribbean Chamber of Commerce and Broward College.

- The Seaport Training Initiative was launched to provide assistance to businesses within the designated Foreign Trade Zone area. A business seminar was held in November 2015 to discuss opportunities through the Foreign Trade Zone Program.

- A proclamation was presented to promote Small Business Saturday in recognition of contributions by businesses, namely small businesses. Some of the program participants included businesses within the City of Lauderdale Lakes.

- The scope of services for the Business Consultation Program was completed. The Request for Proposals was advertised twice in the Sun-Sentinel. It is expected that the selection of the firm will be approved in February 2017.

- Through the PACE program, facilitated by YgreneWorks, local contractors were able to become certified and contract out for business. The contractors will now have the opportunity to participate in Broward County's PACE program, as well.

- CRA Staff spoke with representatives from three business development agencies to join the Business First! Initiative's network. Additional forums will be coordinated in 2017 at the Educational and Cultural Center. The first forum will be the Women's Corporate Forum (all are invited) on March 8, 2017.

15. ICMA LOKAL+/Sister City Kenscoff Haiti-City of Lauderdale Lakes

On-going collaboration with City and ICMA staff for the Kenscoff Haiti project providing recommendations and research materials to: complete the ICMA work program, to implement the formal agreement between ICMA, Kenscoff and Lauderdale Lakes, and the generation of research/data to guide project activities for water supply and the production, processing and marketing of local foods to impact the regional economy, and to preserve the water and soil quality of the region. Sister City linkages under development to implement the formal Sister City relationship with Kenscoff as approved by the City Commission and to guide the LOKAL+ Partnership Program through ICMA.

NOTE: It is reported that the Kenscoff Region suffered tremendous damages to: infrastructure (roads and bridges), homes, crops as well as the loss of life for farm animals and humans.

Productivity Summary – 2017:

Measurable performance indicators for activities and investments by the Community Redevelopment Agency allow the Administration, CRA Board and Staff to measure, track, and analyze our current services to our internal and external customers are summarized through monthly report updates submitted to the City Manager.

1) Personnel Issues:

There are no personnel issues to report at the present time.

Possible solutions for issues expressed:

To date, there are no other issues to be reported.

8

Other issues: Not applicable

2) Describe the Department's current budgetary issues (including projects, grants, and funding issues):

The Community Redevelopment Agency closed out FY2016 with a balanced budget and the CRA FY2017 budget was approved on September 20, 2016. As it pertains to the SunTrust Line of Credit, all payments required continue to be processed and paid, vendor and utility payments are processed, and negotiations for the deposit of CRA funds for interest earnings will be considered as FY2017 moves forward.

Comments

Future Monthly CRA Reports and CRA Executive Director Reports will be combined in a common template. Also, specific individual project, contract and CRA Board approved funding entries will be tracked below for: **CONTRACTED**, **EXPENDED** and **REMAINING BALANCE** will be added to the PROJECT UPDATE below each month on an on-going basis.

FISCAL YEAR 2017 PROJECT UPDATE

PROJECT *	PROJECTED PERCENTAGE OF COMPLETION	ACTUAL PERCENTAGE OF COMPLETION
Bus Shelter Project	100	40%
Community Policing Initiatives - Cameras	100	25%
Community Policing Initiatives - Patrols	N/A	*Not Funded for FY2017 as yet
Commercial Facade Improvement Program	100	12%
Electronic Message Board	50	5%
Healthy Living Initiatives	50	10%
Northwest 31 Avenue Project	100	15%
Vincent Torres Memorial Park	100	*Not Funded for FY2017 as yet

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

CRA RESOLUTION 2017-001 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGENCY") RATIFYING THE CITY MANAGERS FILING OF THE AGENCY'S FISCAL YEAR 2017, PERIOD 1 (OCTOBER) FINANCIAL ACTIVITY REPORT

Summary

This Resolution serves to ratify the October 2016 - (Period 1) Financial Activity Report provided by the Financial Services Department.

Staff Recommendation

Background:

Staff recommends the City Commission accept the filing of the City Fiscal Year 2017 Financial Activity Report for the month of October (Period 1).

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.

Funding Source:

Not applicable

Sponsor Name/Department: Susan Gooding-Liburd, MBA, CPA, CGFO, Director of Financial Services

Meeting Date: 1/17/2017

ATTACHMENTS:

	Description	Type
	Resolution 2017-001 - October 2016 Monthly Financial Activity Report	Resolution
	October 2016 Monthly Financial Report	Exhibit
	Bank Statements - October 2016	Backup Material

CRA RESOLUTION 2017-001

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGENCY") RATIFYING THE CITY MANAGERS FILING OF THE AGENCY'S FISCAL YEAR 2017, PERIOD 1 (OCTOBER) 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; 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 transparency; and

WHEREAS, in furtherance of the principal of such openness and transparence, 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 2017, Period 1 (October) 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 JANUARY 17, 2017

_____
BEVERLY WILLIAMS, CHAIRPERSON

ATTEST:

_____
SHARON HOUSLIN, SECRETARY

VOTE:

Chairperson Beverly Williams	____(For) _____(Against) ___(Other)
Vice Chairperson Sandra Davey	____(For) _____(Against) ___(Other)
Commissioner Gloria Lewis	____(For) _____(Against) ___(Other)
Commissioner Veronica Edwards Phillips	____(For) _____(Against) ___(Other)
Commissioner Hazelle Rogers	____(For) _____(Against) ___(Other)

CITY OF LAUDERDALE LAKES
FY 2017 Financial Report as of 10/31/2016
(8% of year elapsed)

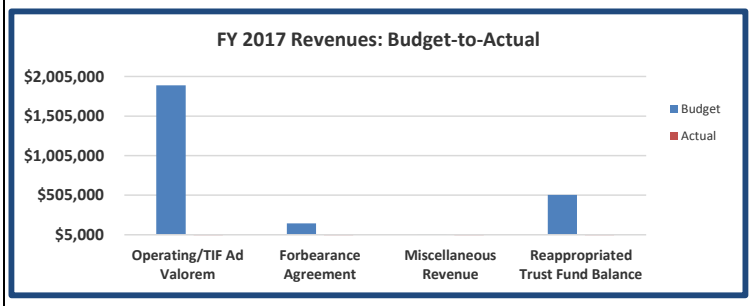
Community Redevelopment Agency (CRA)*

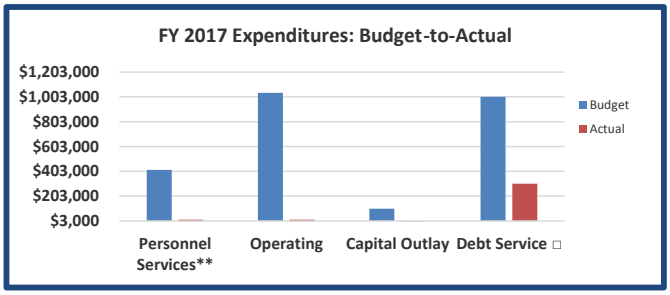
109 CRA Trust Fund Revenues	Budget	Year-to-Date (October 31, 2016)	% Credited
Operating/TIF Ad Valorem	$1,892,625	$0	0%
Forbearance Agreement	$150,000	$0	0%
Miscellaneous Revenue	$5,500	$0	0%
Reappropriated Trust Fund Balance	$509,014	$0	0%
Total	**$2,557,139**	**$0**	**0%**

109 CRA Trust Fund Expenses	Budget	Year-to-Date (October 31, 2016)	% Spent
Personnel Services**	$414,153	$13,977	3%
Operating	$1,036,236	$13,588	1%
Capital Outlay	$102,500	$0	0%
Debt Service □	$1,004,250	$302,856	30%
Total	**$2,557,139**	**$330,421**	**13%**

**Includes allowances

□ There are 3 debt obligations, each requires 2 payments annually

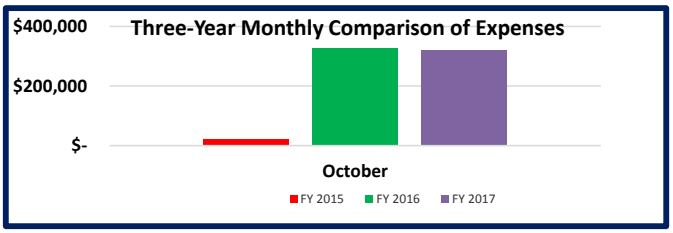




Note(s):

●The CRA TIF Ad valorem revenue is due January 1, 2017 from the City, Broward County, Children's Svcs Council, & North Broward Hospital District

●First Debt Service payments for FY2017 have been paid: Note 91



Initiatives/Improvements/Projects - CRA Trust Fund

Initiatives/Projects/Improvements	Budget	Year-to-Date (October 31, 2016)	Availance Balance
Redevelopment Incentives	$400,000	$0	$400,000
Electronic message board	$50,000	$0	$50,000
Bus Shelter (partnership w/ BC)	$85,000	$0	$85,000
Streetscape Improvements/NW 31st Ave	$244,787	$0	$244,787
Wireless video surveillance	$50,000	$0	$50,000
Commercial Façade Improvement	$150,000	$0	$150,000

Additional Revenue Due to CRA Trust Fund

$2,568,031.00	Forbearance Agreement
($820,000.00)	Payments to date
$1,748,031.00	Balance as of 4/12/2016

*Data as of 12/27/2016

Cash Management

$1,351,710.51	Accounts - Bank of America
$244,523.44	Accounts - SunTrust
$24,386.83	Local Gov't Investment Pool - SBA
$1,620,620.78	CRA Trust Fund

FY 2017 Budget Amendment(s) as of October 2016

Date of Approval
N/A

Susan Gooding-Liburd — Financial Services Director

12/27/2016 — 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 include encumbrances.**

Bank of America
Merrill Lynch

P.O. Box 15284
Wilmington, DE 19850

AG 0 075 601 469 016276 #@01 AT 0.399

CITY OF LAUDERDALE LAKES
COMMUNITY REDEVELOPMENT AGENCY
4300 NW 36TH ST
LAUDERDALE LAKES, FL 33319-5506

Customer service information

Customer service: 1.888.400.9009

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, Florida 33622-5118

Your Public Funds Interest Checking

for October 1, 2016 to October 31, 2016

Account number: 0054 8772 0348

CITY OF LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY

Account summary

Beginning balance on October 1, 2016	$1,737,259.17
Deposits and other credits	201.36
Withdrawals and other debits	-0.00
Checks	-385,455.49
Service fees	-294.53
Ending balance on October 31, 2016	**$1,351,710.51**

# of deposits/credits: 1

# of withdrawals/debits: 15

# of days in cycle: 31

Average ledger balance: $1,584,909.96

Annual Percentage Yield Earned this statement period: 0.15%.
Interest Paid Year To Date: $2,747.27.

IMPORTANT INFORMATION:
BANK DEPOSIT ACCOUNTS

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking. Or, you can call our Customer Service team.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Bank of America, N.A. Member FDIC and Equal Housing Lender

Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
10/31/16	Interest Earned			201.36
Total deposits and other credits				**$201.36**

Checks

Date	Check #	Bank reference	Amount
10/11	2604	813108592882010	-464.00
10/07	2612*	813105392384957	-8,084.00
10/11	2615*	813100752352256	-349.72
10/11	2616	813105692545586	-364.47
10/14	2617	813101252291255	-349.72
10/11	2618	813100652286645	-349.72
10/31	2619	813105592206892	-349.72
10/11	2620	813100752038459	-349.72
10/11	2621	813108692063125	-349.72
10/12	2622	813105992460649	-25,226.96
10/24	2623	813104792056348	-88.31
10/20	2624	813106092386999	-302,856.20
10/25	2626*	813104892910847	-46,216.06
10/31	2627	813101552951430	-57.17
Total checks			**-$385,455.49**
Total # of checks			**14**

* *There is a gap in sequential check numbers*

Service fees

Date	Transaction description	Amount
10/17/16	09/16 ACCT ANALYSIS FEE	-294.53
Total service fees		**-$294.53**

Note your Ending Balance already reflects the subtraction of Service Fees.

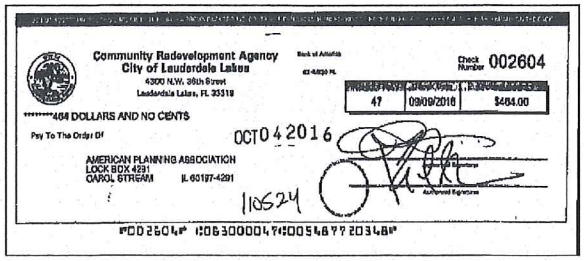
Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
10/01	1,737,259.17	10/14	1,701,371.14	10/24	1,398,132.10
10/07	1,729,175.17	10/17	1,701,076.61	10/25	1,351,916.04
10/11	1,726,947.82	10/20	1,398,220.41	10/31	1,351,710.51
10/12	1,701,720.86				

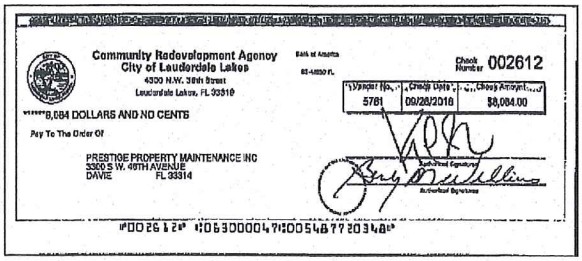
Check images

Account number: 0054 8772 0348

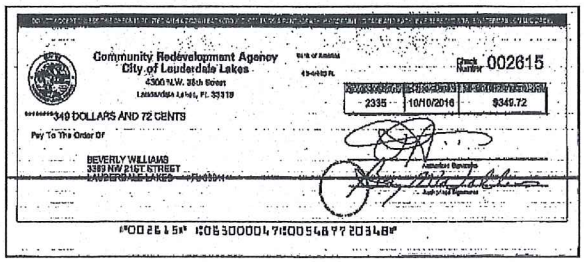
Check number: 2604 | Amount: $464.00


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002604
47 | 09/09/2016 | $464.00
464 DOLLARS AND NO CENTS
Pay To The Order Of
OCT 04 2016
AMERICAN PLANNING ASSOCIATION
LOCK BOX 4291
CAROL STREAM IL 60197-4291
110524

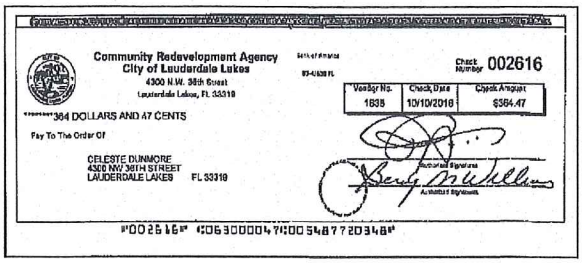
Check number: 2612 | Amount: $8,084.00


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002612
5761 | 09/28/2016 | $8,084.00
8,084 DOLLARS AND NO CENTS
Pay To The Order Of
PRESTIGE PROPERTY MAINTENANCE INC
3300 S.W. 46TH AVENUE
DAVIE FL 33314

Check number: 2615 | Amount: $349.72


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002615
2335 | 10/10/2016 | $349.72
349 DOLLARS AND 72 CENTS
Pay To The Order Of
BEVERLY WILLIAMS
3389 NW 21ST STREET
LAUDERDALE LAKES

Check number: 2616 | Amount: $364.47


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002616
1635 | 10/10/2016 | $364.47
364 DOLLARS AND 47 CENTS
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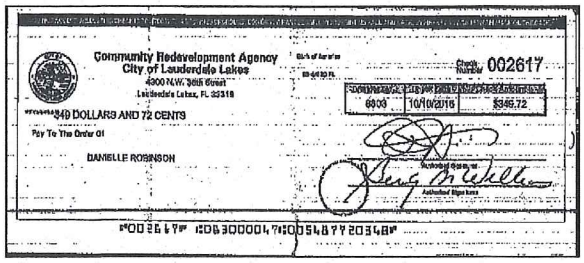
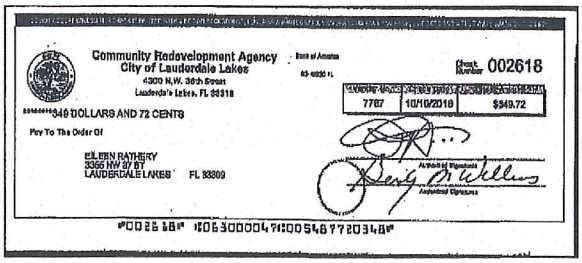
CELESTE DUNMORE
4300 NW 36TH STREET
LAUDERDALE LAKES FL 33319

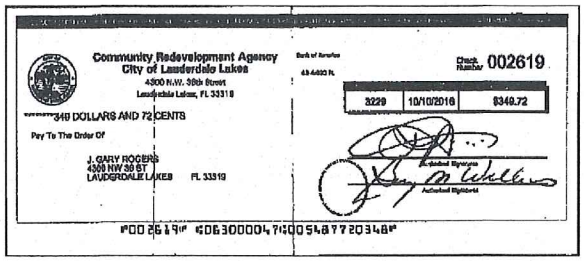
Check number: 2617 | Amount: $349.72


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002617
6903 | 10/10/2016 | $349.72
349 DOLLARS AND 72 CENTS
Pay To The Order Of
DANIELLE ROBINSON

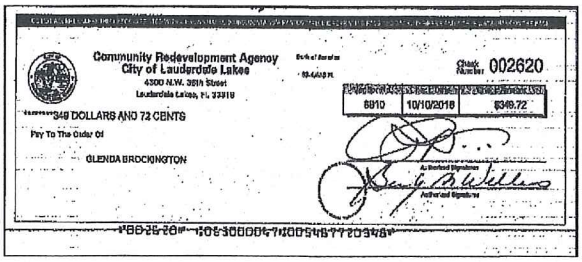
Check number: 2618 | Amount: $349.72


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002618
7767 | 10/10/2016 | $349.72
349 DOLLARS AND 72 CENTS
Pay To The Order Of
ELLEN RATHERY
3355 NW 37 ST
LAUDERDALE LAKES FL 33309

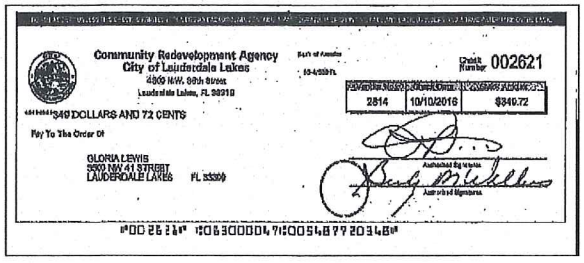
Check number: 2619 | Amount: $349.72


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002619
3229 | 10/10/2016 | $349.72
349 DOLLARS AND 72 CENTS
Pay To The Order Of
J. GARY ROGERS
4300 NW 36 ST
LAUDERDALE LAKES FL 33319

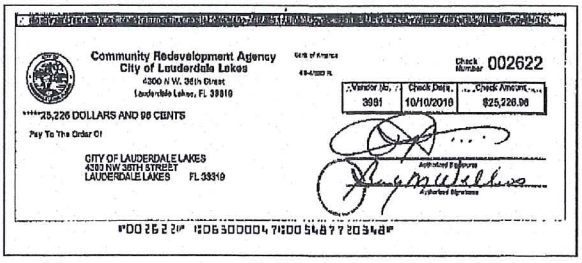
Check number: 2620 | Amount: $349.72


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002620
6810 | 10/10/2016 | $349.72
349 DOLLARS AND 72 CENTS
Pay To The Order Of
GLENDA BROCKINGTON

Check number: 2621 | Amount: $349.72


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002621
2814 | 10/10/2016 | $349.72
349 DOLLARS AND 72 CENTS
Pay To The Order Of
GLORIA LEWIS
3300 NW 41 STREET
LAUDERDALE LAKES FL 33309

Check number: 2622 | Amount: $25,226.96


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Check Number 002622
3991 | 10/10/2016 | $25,226.96
25,226 DOLLARS AND 96 CENTS
Pay To The Order Of
CITY OF LAUDERDALE LAKES
4300 NW 36TH STREET
LAUDERDALE LAKES FL 33319

continued on the next page

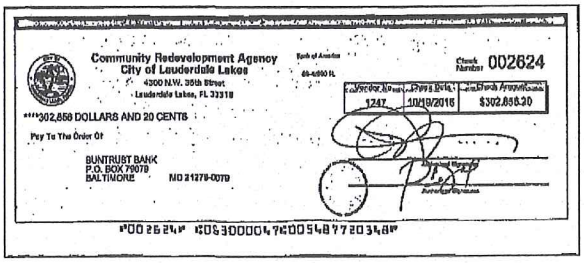
Check images - continued

Account number: 0054 8772 0348

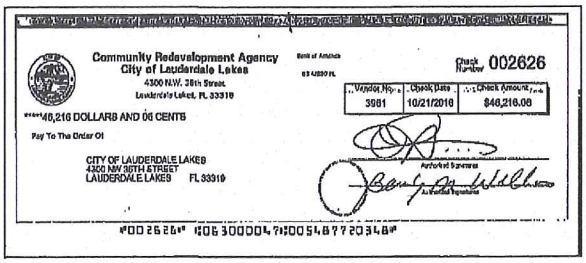
Check number: 2623 | Amount: $88.31

Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002623
Vendor No. 348 | Check Date 10/14/2016 | Check Amount $88.31
88 DOLLARS AND 31 CENTS
Pay To The Order Of
HOME DEPOT CREDIT SERVICES
DEPT 32 2500246941
P.O. BOX 9055
DES MOINES IA 50368-9055
Authorized Signature

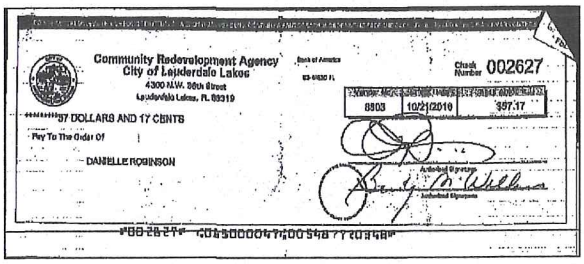
Check number: 2624 | Amount: $302,856.20


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002624
Vendor No. 1247 | Check Date 10/19/2016 | Check Amount $302,856.20
302,856 DOLLARS AND 20 CENTS
Pay To The Order Of
BUNTRUST BANK
P.O. BOX 79079
BALTIMORE MD 21279-0079
Authorized Signature

Check number: 2626 | Amount: $46,216.06


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002626
Vendor No. 3981 | Check Date 10/21/2016 | Check Amount $46,216.06
46,216 DOLLARS AND 06 CENTS
Pay To The Order Of
CITY OF LAUDERDALE LAKES
4300 NW 36TH STREET
LAUDERDALE LAKES FL 33319
Authorized Signature

Check number: 2627 | Amount: $57.17


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002627
Vendor No. 8803 | Check Date 10/21/2016 | Check Amount $57.17
57 DOLLARS AND 17 CENTS
Pay To The Order Of
DANIELLE ROBINSON
Authorized Signature

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183

66/E00/0175/0 /40
1000083159920
10/31/2016
0000

Account Statement

COMMUNITY REDEVELOPMENT AGENCY CITY OF
LAUDERDALE LAKES
4300 NW 36TH ST
LAUDERDALE LAKES FL 33319-5506

Questions? Please call
1-800-786-8787

SAVE ON GAS, HOTELS, DINING AND MORE FOR YOUR BUSINESS. PAY WITH YOUR SUNTRUST MASTERCARD(R) BUSINESS DEBIT CARD TO SAVE ON THE THINGS THAT MAKE DOING BUSINESS EASIER. YOU'LL RECEIVE MASTERCARD EASY SAVINGS(R) REBATES ON TOP OF OTHER MERCHANT DISCOUNTS AND CARD REWARDS PROGRAMS. VISIT EASYSAVINGS.COM

Account Summary

Account Type	Account Number	Statement Period
PUBLIC FUNDS NOW	1000083159920	10/01/2016 - 10/31/2016

Description	Amount	Description	Amount
Beginning Balance	$244,540.15	Average Balance	$244,531.54
Deposits/Credits	$8.29	Average Collected Balance	$244,531.54
Checks	$.00	Number of Days in Statement Period	31
Withdrawals/Debits	$25.00	Annual Percentage Yield Earned	.04%
Ending Balance	$244,523.44	Interest Paid Year to Date	$81.55

Deposits/Credits

Date	Amount	Serial #	Description
10/31	8.29		INTEREST PAID THIS STATEMENT THRU 10/31

Deposits/Credits: 1 Total Items Deposited: 0

Withdrawals/Debits

Date Paid	Amount	Serial #	Description
10/21	25.00		ACCOUNT ANALYSIS FEE

Withdrawals/Debits: 1

Balance Activity History

Date	Balance	Collected Balance	Date	Balance	Collected Balance
10/01	244,540.15	244,540.15	10/31	244,523.44	244,523.44
10/21	244,515.15	244,515.15			

Continued on next page

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183

66/E00/0175/0 /40
1000083159920
10/31/2016

SUNTRUST

Account Statement

To change your address, please call 1-800-SUNTRUST (1-800-786-8787). Business clients call 1-800-752-2515

Complete this section to balance this statement to your transaction register.

Month _____ Year _____

Bank Balance Shown on statement $ _____

Add (+)
Deposits not shown on this statement (if any). $ _____

Total (+) $ _____

Subtract (-)
Checks and other items outstanding but not paid on this statement (if any).

	$		$

Total (-) $ _____

Balance $ _____

Your Transaction Register Balance $ _____

Add (+) $ _____
Other credits shown on this statement but not in transaction register.

Add (+) $ _____
Interest paid (for use in balancing interest-bearing accounts only).

Total (+) $ _____

Subtract (-) Other debits shown on this statement but not in transaction register.

Service Fees (if any)	$

Total (-) $ _____

Balance $ _____

These balances should agree

In Case Of Errors Or Questions About Your Electronic Transfers (ETF)
Telephone us at 800.447.8994, Option 1 or write us at SunTrust Bank, Attention: Fraud Assistance Center, P.O. Box 4418, Mail Code GA-MT-0413, Atlanta, GA 30302 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number (if any). (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.

Member FDIC

FLORIDA PRIME™
AN INVESTMENT SERVICE FOR PUBLIC FUNDS

Switch to Electronic Account Statements
GO green

State Board of Administration
Local Government Surplus Funds Trust Fund
Participant Statement

AGENCY ACCOUNT 211152
10/1/2015 - 8/31/2016

CITY OF LAUDERDALE LAKES
ATTN: FINANCE DEPT. COMMUN. REDEV. AGCY.
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FL 33319

Date	Transaction Type	Description	Amount	Balance
10/1/2015	BEGINNING BALANCE			24,381.31
10/31/2015	EARNED INCOME	INTEREST	5.52	24,386.83
11/30/2015	EARNED INCOME	INTEREST	5.32	24,392.15
12/31/2015	EARNED INCOME	INTEREST	7.36	24,399.51
1/31/2016	EARNED INCOME	INTEREST	9.99	24,409.50
2/29/2016	EARNED INCOME	INTEREST	10.38	24,419.88
3/31/2016	EARNED INCOME	INTEREST	11.89	24,431.77
4/30/2016	EARNED INCOME	INTEREST	11.92	24,443.69
5/31/2016	EARNED INCOME	INTEREST	12.43	24,456.12
6/30/2016	EARNED INCOME	INTEREST	13.49	24,469.61
7/31/2016	EARNED INCOME	INTEREST	13.34	24,482.95
8/31/2016	EARNED INCOME	INTEREST	15.04	24,497.99
	Totals:		116.68	24,497.99

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

CRA RESOLUTION 2017-002 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGENCY") RATIFYING THE CITY MANAGERS FILING OF THE AGENCY'S FISCAL YEAR 2017, PERIOD 2 - (NOVEMBER) FINANCIAL ACTIVITY REPORT

Summary

This Resolution serves to ratify the November 2016 - (Period 2) Financial Activity Report provided by the Financial Services Department.

Staff Recommendation

Background:

Staff recommends the City Commission accept the filing of the City Fiscal Year 2017 Financial Activity Report for the month of November (Period 2).

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.

Funding Source:

Not applicable

Sponsor Name/Department: Susan Gooding-Liburd, MBA, CPA, CGFO / Director of Financial Services

Meeting Date: 1/17/2017

ATTACHMENTS:

	Description	Type
	Resolution - November 2016 Monthly Financial Report	Resolution
	November 2016 Financial Report	Exhibit
	Bank Statements - November 2016	Backup Material

CRA RESOLUTION 2017-002

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGENCY") RATIFYING THE CITY MANAGERS FILING OF THE AGENCY'S FISCAL YEAR 2017, PERIOD 2 (NOVEMBER) 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; 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 transparency; and

WHEREAS, in furtherance of the principal of such openness and transparence, 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 2017, Period 2 (November) Financial Activity Reports, 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 JANUARY 17, 2017

_____
BEVERLY WILLIAMS, CHAIRPERSON

ATTEST:

_____
SHARON HOUSLIN, SECRETARY

VOTE:

Chairperson Beverly Williams	____(For) _____(Against) ____(Other)
Vice Chairperson Sandra Davey	____(For) _____(Against) ____(Other)
Commissioner Gloria Lewis	____(For) _____(Against) ____(Other)
Commissioner Veronica Edwards Phillips	____(For) _____(Against) ____(Other)
Commissioner Hazelle Rogers	____(For) _____(Against) ____(Other)

CITY OF LAUDERDALE LAKES
FY 2017 Financial Report as of 11/30/2016
(17% of year elapsed)

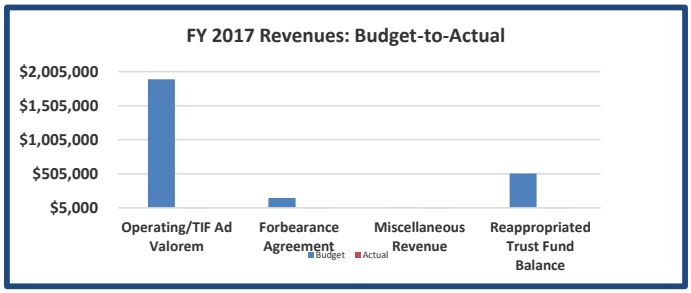
Community Redevelopment Agency (CRA)*

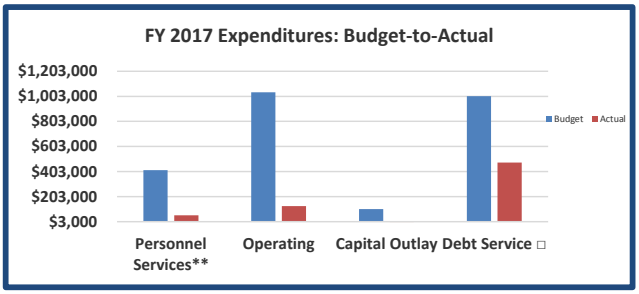
109 CRA Trust Fund Revenues	Budget	Year-to-Date (November 30, 2016)	% Credited
Operating/TIF Ad Valorem	$1,892,625	$0	0%
Forbearance Agreement	$150,000	$0	0%
Miscellaneous Revenue	$5,500	$0	0%
Reappropriated Trust Fund Balance	$509,014	$0	0%
Total	**$2,557,139**	**$0**	**0%**

109 CRA Trust Fund Expenses	Budget	Year-to-Date (November 30, 2016)	% Spent
Personnel Services**	$414,153	$53,437	13%
Operating	$1,036,236	$127,878	12%
Capital Outlay	$102,500	$0	0%
Debt Service □	$1,004,250	$474,349	47%
Total	**$2,557,139**	**$655,664**	**26%**

**Includes allowances

□ There are 3 debt obligations, each requires 2 payments annually

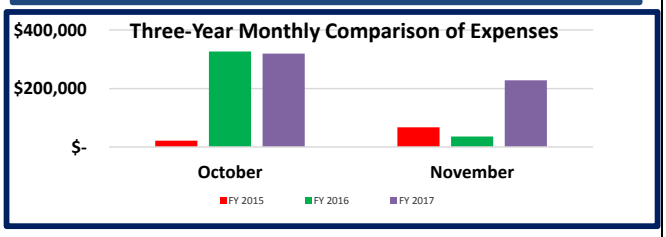




Note(s):

●The CRA TIF Ad valorem revenue is due January 1, 2017 from the City, Broward County, Children's Svcs Council, & N. Broward Hosp District

●First Debt Service payments for FY2017 have been paid: Note 59, Note 91 & Note 117



Initiatives/Improvements/Projects - CRA Trust Fund

Initiatives/Projects/Improvements	Budget	Year-to-Date (November 30, 2016)	Availance Balance
Redevelopment Incentives	$400,000	$0	$400,000
Electronic message board	$50,000	$0	$50,000
Bus Shelter (partnership w/ BC)	$85,000	$0	$85,000
Design/Engineering for 31st Ave	$244,787	$0	$244,787
Wireless video surveillance	$50,000	$0	$50,000
Commercial Façade Improvement	$150,000	$0	$150,000

Additional Revenue Due to CRA Trust Fund

$2,568,031.00	Forbearance Agreement
($820,000.00)	Payments to date
$1,748,031.00	Balance as of 4/12/2016

*Data as of 12/27/2016

Cash Management

$1,261,002.15	Accounts - Bank of America
$244,513.59	Accounts - SunTrust*
$24,548.85	Local Gov't Investment Pool - SBA
$1,530,064.59	CRA Trust Fund

*Bank statements not recv'd by report date

Budget Amendment(s) as of November 2016

Date of Approval
N/A

Susan Gooding-Liburd — Financial Services Director

12/27/2016 — 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.

Bank of America
Merrill Lynch

P.O. Box 15284
Wilmington, DE 19850

AG 0 075 380 058 023279 #@01 AV 0.376

CITY OF LAUDERDALE LAKES
COMMUNITY REDEVELOPMENT AGENCY
4300 NW 36TH ST
LAUDERDALE LAKES, FL 33319-5506

Customer service information

Customer service: 1.888.400.9009

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, Florida 33622-5118

Your Public Funds Interest Checking

for November 1, 2016 to November 30, 2016

Account number: 0054 8772 0348

CITY OF LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY

Account summary

Beginning balance on November 1, 2016	$1,351,710.51
Deposits and other credits	157.14
Withdrawals and other debits	-0.00
Checks	-90,617.57
Service fees	-247.93
Ending balance on November 30, 2016	**$1,261,002.15**

# of deposits/credits: 1

# of withdrawals/debits: 12

# of days in cycle: 30

Average ledger balance: $1,278,067.59

Annual Percentage Yield Earned this statement period: 0.15%.
Interest Paid Year To Date: $2,904.41.

IMPORTANT INFORMATION:
BANK DEPOSIT ACCOUNTS

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking. Or, you can call our Customer Service team.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2016 Bank of America Corporation

Bank of America, N.A. Member FDIC and Equal Housing Lender

Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
11/30/16	Interest Earned			157.14
Total deposits and other credits				**$157.14**

Checks

Date	Check #	Bank reference	Amount
11/02	2625	813105992739924	-305.47
11/02	2628*	813106092311987	-11,927.23
11/03	2629	813109692217284	-24,000.00
11/07	2630	813108192056870	-21,175.00
11/07	2631	813104692187159	-3,625.00
11/03	2632	813104192957864	-2,090.00
11/09	2633	813102592030606	-14,680.00
11/04	2634	813109892164661	-32.12
11/15	2635	813105892249890	-12,533.57
11/30	2638*	813108092627734	-205.18
11/21	82636*	813104592107897	-44.00
Total checks			**-$90,617.57**
Total # of checks			**11**

* *There is a gap in sequential check numbers*

Service fees

Date	Transaction description	Amount
11/15/16	10/16 ACCT ANALYSIS FEE	-247.93
Total service fees		**-$247.93**

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
11/01	1,351,710.51	11/02	1,339,477.81	11/03	1,313,387.81

continued on the next page

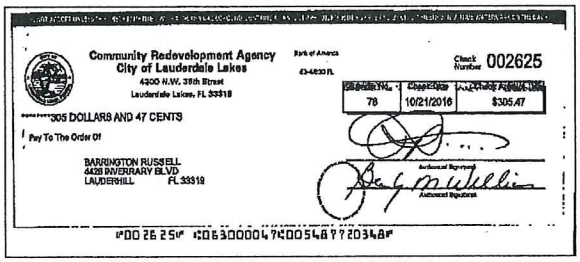
Daily ledger balances - continued

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
11/04	1,313,355.69	11/09	1,273,875.69	11/21	1,261,050.19
11/07	1,288,555.69	11/15	1,261,094.19	11/30	1,261,002.15

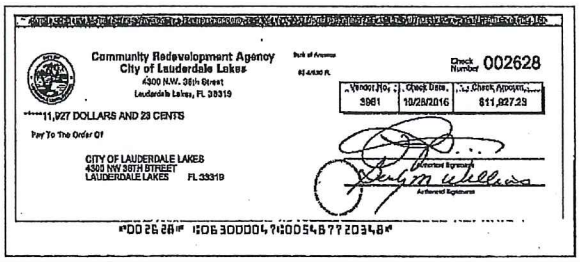
Check images

Account number: 0054 8772 0348

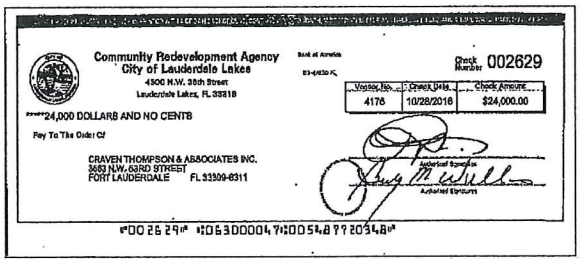
Check number: 2625 | Amount: $305.47


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002625
Vendor No. 78 | Check Date 10/21/2016 | Check Amount $305.47
*****305 DOLLARS AND 47 CENTS
Pay To The Order Of
BARRINGTON RUSSELL
4428 INVERRARY BLVD
LAUDERHILL FL 33319
Authorized Signature
⑈002625⑈ ⑆063000047⑆0054877 2034⑈

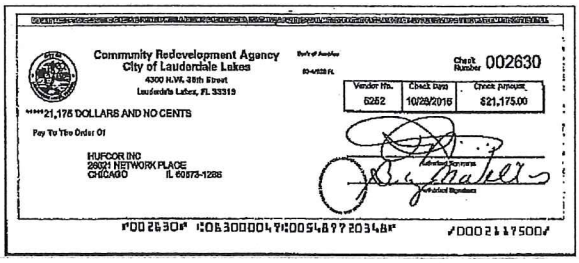
Check number: 2628 | Amount: $11,927.23


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002628
Vendor No. 5981 | Check Date 10/28/2016 | Check Amount $11,927.23
*****11,927 DOLLARS AND 23 CENTS
Pay To The Order Of
CITY OF LAUDERDALE LAKES
4300 NW 36TH STREET
LAUDERDALE LAKES FL 33319
Authorized Signature
⑈002628⑈ ⑆063000047⑆0054877 2034⑈

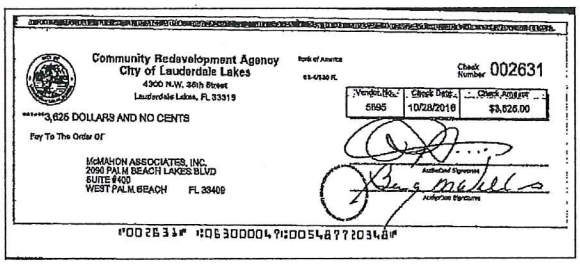
Check number: 2629 | Amount: $24,000.00


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002629
Vendor No. 4176 | Check Date 10/28/2016 | Check Amount $24,000.00
*****24,000 DOLLARS AND NO CENTS
Pay To The Order Of
CRAVEN THOMPSON & ASSOCIATES INC.
3663 N.W. 63RD STREET
FORT LAUDERDALE FL 33309-6311
Authorized Signature
⑈002629⑈ ⑆063000047⑆0054877 2034⑈

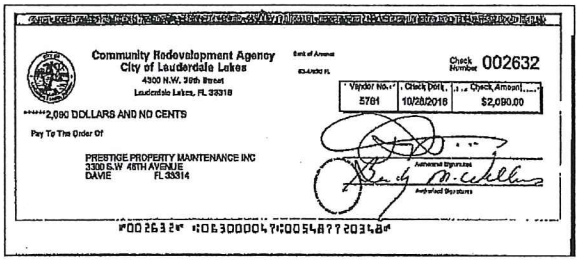
Check number: 2630 | Amount: $21,175.00


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002630
Vendor No. 5252 | Check Date 10/28/2016 | Check Amount $21,175.00
*****21,175 DOLLARS AND NO CENTS
Pay To The Order Of
HUFCOR INC
28001 NETWORK PLACE
CHICAGO IL 60673-1286
Authorized Signature
⑈002630⑈ ⑆063000047⑆0054877 2034⑈ ⑈00021175 00⑈

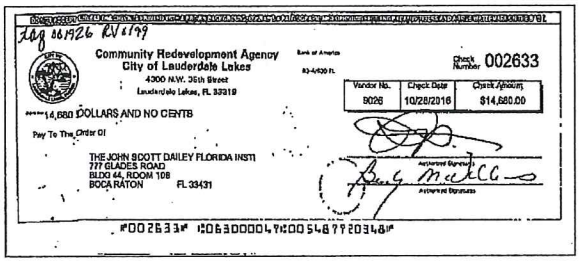
Check number: 2631 | Amount: $3,625.00


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002631
Vendor No. 5995 | Check Date 10/28/2016 | Check Amount $3,625.00
*****3,625 DOLLARS AND NO CENTS
Pay To The Order Of
McMAHON ASSOCIATES, INC.
2090 PALM BEACH LAKES BLVD
SUITE #400
WEST PALM BEACH FL 33409
Authorized Signature
⑈002631⑈ ⑆063000047⑆0054877 2034⑈

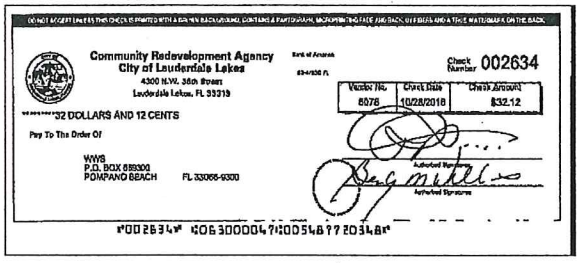
Check number: 2632 | Amount: $2,090.00


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002632
Vendor No. 5761 | Check Date 10/28/2016 | Check Amount $2,090.00
*****2,090 DOLLARS AND NO CENTS
Pay To The Order Of
PRESTIGE PROPERTY MAINTENANCE INC
3300 S.W. 46TH AVENUE
DAVIE FL 33314
Authorized Signature
⑈002632⑈ ⑆063000047⑆0054877 2034⑈

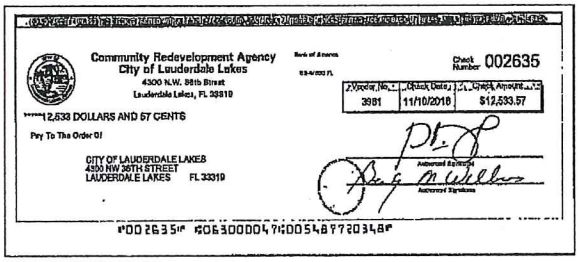
Check number: 2633 | Amount: $14,680.00


Reg 061926 RV 61199
Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002633
Vendor No. 5026 | Check Date 10/28/2016 | Check Amount $14,680.00
*****14,680 DOLLARS AND NO CENTS
Pay To The Order Of
THE JOHN SCOTT DAILEY FLORIDA INSTI
777 GLADES ROAD
BLDG 44, ROOM 108
BOCA RATON FL 33431
Authorized Signature
⑈002633⑈ ⑆063000047⑆0054877 2034⑈

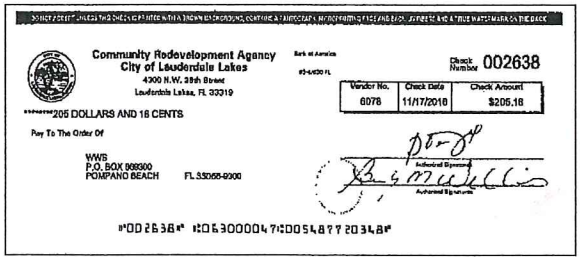
Check number: 2634 | Amount: $32.12


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002634
Vendor No. 6076 | Check Date 10/28/2016 | Check Amount $32.12
*****32 DOLLARS AND 12 CENTS
Pay To The Order Of
WWS
P.O. BOX 998300
POMPANO BEACH FL 33066-9300
Authorized Signature
⑈002634⑈ ⑆063000047⑆0054877 2034⑈

Check number: 2635 | Amount: $12,533.57


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002635
Vendor No. 3981 | Check Date 11/10/2016 | Check Amount $12,533.57
*****12,533 DOLLARS AND 57 CENTS
Pay To The Order Of
CITY OF LAUDERDALE LAKES
4300 NW 36TH STREET
LAUDERDALE LAKES FL 33319
Authorized Signature
⑈002635⑈ ⑆063000047⑆0054877 2034⑈

Check number: 2638 | Amount: $205.18

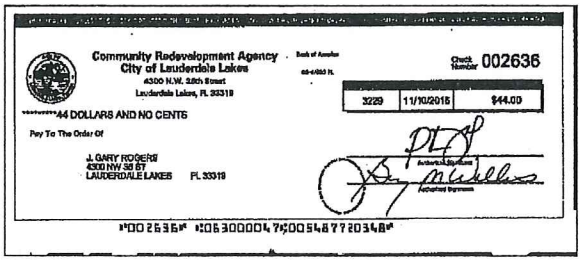

Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319
Bank of America
Check Number 002638
Vendor No. 6076 | Check Date 11/17/2016 | Check Amount $205.18
*****205 DOLLARS AND 18 CENTS
Pay To The Order Of
WWS
P.O. BOX 998300
POMPANO BEACH FL 33066-9300
Authorized Signature
⑈002638⑈ ⑆063000047⑆0054877 2034⑈

continued on the next page

Check images - continued

Account number: 0054 8772 0348

Check number: 82636 | Amount: $44.00


Community Redevelopment Agency
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319

Check Number 002636

3229	11/10/2016	$44.00

**********44 DOLLARS AND NO CENTS

Pay To The Order Of

J. GARY ROGERS
4300 NW 36 ST
LAUDERDALE LAKES FL 33319

Authorized Signature

Authorized Signature

⑈002636⑈ ⑆063000047⑆0054877203 48⑈

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183

66/E00/0175/0/40
1000083159920
12/31/2016
0000

SUNTRUST

Account Statement

COMMUNITY REDEVELOPMENT AGENCY CITY OF
LAUDERDALE LAKES
4300 NW 36TH ST
LAUDERDALE LAKES FL 33319-5506

Questions? Please call
1-800-786-8787

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Account Summary

Account Type	Account Number	Statement Period
PUBLIC FUNDS NOW	1000083159920	12/01/2016 - 12/31/2016

Description	Amount	Description	Amount
Beginning Balance	$244,506.46	Average Balance	$244,498.85
Deposits/Credits	$32.13	Average Collected Balance	$244,498.85
Checks	$.00	Number of Days in Statement Period	31
Withdrawals/Debits	$25.00	Annual Percentage Yield Earned	.16%
Ending Balance	$244,513.59	Interest Paid Year to Date	$121.70

Deposits/ Credits

Date	Amount	Serial #	Description
12/30	32.13		INTEREST PAID THIS STATEMENT THRU 12/31

Deposits/Credits: 1 Total Items Deposited: 0

Withdrawals/ Debits

Date Paid	Amount	Serial #	Description
12/20	25.00		ACCOUNT ANALYSIS FEE

Withdrawals/Debits: 1

Balance Activity History

Date	Balance	Collected Balance	Date	Balance	Collected Balance
12/01	244,506.46	244,506.46	12/30	244,513.59	244,513.59
12/20	244,481.46	244,481.46			

The Ending Daily Balances provided do not reflect pending transactions or holds that may have been outstanding when your transactions posted that day. If your available balance wasn't sufficient when transactions posted, fees may have been assessed.

Member FDIC

Continued on next page

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Switch to Electronic Account Statements
GO green

State Board of Administration
Local Government Surplus Funds Trust Fund
Participant Statement

AGENCY ACCOUNT 211152
11/1/2016 - 11/30/2016

CITY OF LAUDERDALE LAKES
ATTN: FINANCE DEPT. COMMUN. REDEV. AGCY.
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FL 33319

Participant Return: 0.85 %

Date	Transaction Type	Description	Amount	Balance
11/1/2016	BEGINNING BALANCE			24,531.63
11/30/2016	EARNED INCOME	INTEREST	17.22	24,548.85
	Totals:		17.22	24,548.85 ✓

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

CRA RESOLUTION 2017-003 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY (“CRA”), PROVIDING AN OFFER TO THE CITY OF LAUDERDALE LAKES FOR THE DEDICATION OF THAT CERTAIN ROADWAY KNOWN AS “SOMERSET"

Summary

This Resolution approves the dedication of certain land to the City of Lauderdale Lakes. Approval by the CRA would be consistent with the adopted CRA Plan, the original intent reflected within the language found in the recorded access easement that Somerset Drive improvements would ultimately be dedicated as a public roadway, and to accommodate the release of the land through dedication to the City of Lauderdale Lakes by the current property owners - Lauderdale Lakes CRA.

Staff Recommendation

Background:

The CRA acquired the 22.7 acre property, known as Commerce Park, in 2010 with the objectives of: local job creation, blight removal, increasing land value through development and return of funds to the CRA from land sales to fund other CRA Plan activities. This information is provided for review and consideration to dedicate approximately three acres of land (Somerset Drive) to the City of Lauderdale Lakes.

Somerset Drive improvements were installed and have been maintained by Somerset Condominiums. The Condominiums hold easement rights to utilize and maintain Somerset Drive. Dedication to the City allows continued unrestricted future access for Somerset residents while alleviating the requirement that Somerset maintain the roadway thereafter.

Upon transfer of land the City would accommodate all future roadway maintenance and guide developers, namely RaceTrac,in making improvements to the roadway. It is important to note that appraisals secured by CRA for the Commerce Park property properly exclude the roadway from established land values for this site due to the inability to add improvements.

Pursuant to CRA Resolution 2015-21 and City Resolution 2016-13, approval was granted to dedicate Somerset Drive as a public roadway. This CRA Resolution serves to re-confirm the offer related to dedicating Somerset Drive to the City of Lauderdale Lakes.

Funding Source:

Not applicable

Sponsor Name/Department: J. Gary Rogers, CRA Executive Director

Meeting Date: 1/17/2017

ATTACHMENTS:

	Description	Type
	CRA Resolution 2017-003 Dedicating Somerset Drive to City of Lauderdale Lakes	Resolution
	Exhibit 1 to Resolution 2017-003 - Somerset Drive Survey and Sketch	Resolution
	Backup - 2016-13 Resolution and 2015-21 CRA Resolution - Somerset Drive	Backup Material

CRA RESOLUTION 2017-003

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), PROVIDING AN OFFER TO THE CITY OF LAUDERDALE LAKES FOR THE DEDICATION OF THAT CERTAIN ROADWAY KNOWN AS "SOMERSET DRIVE;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Warranty Deed dated February 6, 1973, recorded in Official Records Book 5161, Page 325 of the Public Records of Broward County, Florida, Prel-Florida, Inc. ('Grantor") conveyed certain property to Prel-Southeast, Inc. ("Grantee") and reserved therein an easement through, over and across parcel B as described on Exhibit 1 to such Warranty Deed (the "Easement"); and

WHEREAS, the Grantee of the Easement agreed to execute such instruments as may be required for the purpose of dedicating the subject roadway; and

WHEREAS, the CRA is a successor to Grantee, as a result of various conveyances occurring since 1973; and

WHEREAS, the CRA previously offered to dedicate the Easement to the City of Lauderdale Lakes; and

WHEREAS, the CRA deems it to be in the best interest of itself to rededicate the Easement to the City of Lauderdale Lakes.

NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LAUDERDALE LAKES 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. OFFER OF DEDICATION: The CRA, as successor in interest to the Prel-Southeast, Inc., a Florida corporation, hereby extends an offer to the City of Lauderdale Lakes to dedicate that certain roadway known as "Somerset Drive," the same being described upon Exhibit A, attached hereto, as a public roadway.

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 JANUARY 17, 2017.

_____
BEVERLY WILLIAMS, CHAIRPERSON

ATTEST:

_____
SHARON HOUSLIN, SECRETARY

VOTE:

Chairperson Beverly Williams	_____ (For) _____ (Against) _____ (Other)
Vice Chairperson Sandra Davey	_____ (For) _____ (Against) _____ (Other)
Commissioner Gloria Lewis	_____ (For) _____ (Against) _____ (Other)
Commissioner Veronica Edwards Phillips	_____ (For) _____ (Against) _____ (Other)
Commissioner Hazelle Rogers	_____ (For) _____ (Against) _____ (Other)

SOMERSET DRIVE

LEGAL DESCRIPTION:

SOMERSET DRIVE

PARCEL B, SOMERSET PLAZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 111, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA AND CONTAINING 123,108 SQUARE FEET OR 2.826 ACRES MORE OR LESS.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE ALTA/ACSM LAND TITLE SURVEY PREPARED FOR THIS SITE BY CRAVEN THOMPSON & ASSOCIATES, INC., DATED: 09-12-12 AND ARE BASED ON AN ASSUMED BEARING, THE SOUTH BOUNDARY OF PARCEL C, SOMERSET PLAZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 111, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IS ASSUMED TO BEAR SOUTH 89°18'51" WEST AS SHOWN ON SAID SURVEY.

2. THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

DOUGLAS M. DAVIE
PROFESSIONAL SURVEYOR AND MAPPER NO 4343
STATE OF FLORIDA

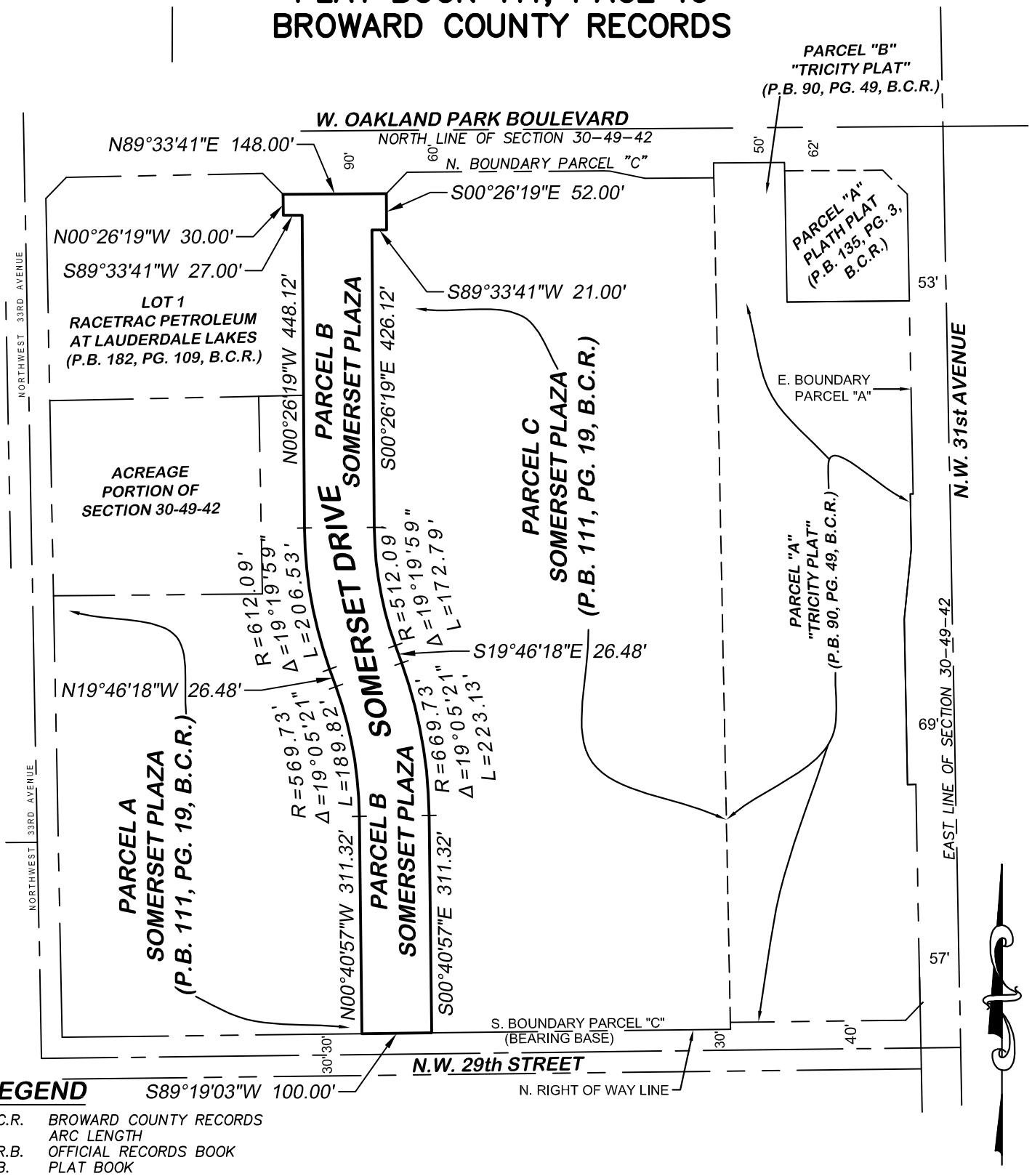
THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

G:\2006\06-0075_CENTRAL SQUARE_2016\DRAWINGS\060075_SD_SOMERSET DRIVE

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN·THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2016

JOB NO.: 06-0075-004	SHEET 1 OF 2 SHEETS
DRAWN BY: DMD	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 12-13-16

SOMERSET DRIVE (PARCEL B) OF SOMERSET PLAZA PLAT BOOK 111, PAGE 19 BROWARD COUNTY RECORDS



LEGEND

B.C.R.	BROWARD COUNTY RECORDS
L	ARC LENGTH
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.O.B.	POINT OF BEGINNING
R	RADIUS
Δ	CENTRAL ANGLE

0 200' 400'

GRAPHIC SCALE IN FEET

G:\2006\06-0075_CENTRAL SQUARE_2016\DRAWINGS\060075_SD_SOMERSET DRIVE

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JOB NO.: 06-0075-004	SHEET 2 OF 2 SHEETS
DRAWN BY: DMD	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 12-13-16

Approved

RESOLUTION NO. 2016-13

A RESOLUTION OF THE CITY OF LAUDERDALE LAKES ACCEPTING THE OFFER OF DEDICATION BY THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), A BODY POLITIC, REGARDING THAT CERTAIN ROADWAY KNOWN AS "SOMERSET DRIVE," AS MORE FULLY REFLECTED UPON EXHIBIT 1, ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CRA, as successor in interest to Prel-Florida, Inc., a Florida corporation, made an offer to dedicate Somerset Drive, pursuant to Resolution No. 2015-21, provided that the City has minimum maintenance responsibility, and

WHEREAS, Somerset Drive provides for a City purpose and facilitates pedestrian and vehicular access from the south right-of-way line of West Oakland Park Boulevard to the Somerset Condominiums and enhances traffic flow in the Eastgate neighborhood, and

WHEREAS, the dedication of Somerset Drive will facilitate both current and future roadway improvements which will benefit City residents and businesses, and

WHEREAS, it has been determined to be in the best of the interest of the City of Lauderdale Lakes to accept the dedication of Somerset Drive

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES 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. ACCEPTANCE OF OFFER OF DEDICATION: The City Commission of the City of Lauderdale Lakes hereby accepts the offer of dedication by

the Lauderdale Lakes Community Redevelopment Agency of that certain roadway known as "Somerset Drive," as described upon Exhibit 1, attached hereto.

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD FEBRUARY 23, 2016.

BARRINGTON A. RUSSELL, SR., MAYOR

ATTEST:

CELESTINE DUNMORE, ACTING CITY CLERK
JCB:jla
Sponsored by: KELVIN L. BAKER, SR., City Manager

VOTE:

Vice-Mayor Eileen Rathery	✓ (For)	____ (Against)	____ (Other)
Commissioner Edwina Coleman	✓ (For)	____ (Against)	____ (Other)
Commissioner Gloria Lewis	✓ (For)	____ (Against)	____ (Other)
Commissioner Beverly Williams	____ (For)	✓ (Against)	____ (Other)
Commissioner Patricia Williams	✓ (For)	____ (Against)	____ (Other)

Approved

CRA RESOLUTION 2015-21

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), PROVIDING AN OFFER TO THE CITY OF LAUDERDALE LAKES FOR THE DEDICATION OF THAT CERTAIN ROADWAY KNOWN AS "SOMERSET DRIVE;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Warranty Deed dated February 6, 1973, recorded in Official Records Book 5161, Page 325 of the Public Records of Broward County, Florida, Prel-Florida, Inc. ('Grantor") conveyed certain property to Prel-Southeast, Inc. ("Grantee") and reserved therein an easement through, over and across parcel B as described on Exhibit 1 to such Warranty Deed; and

WHEREAS, the Grantee of the easement agreed to execute such instruments as may be required for the purpose of dedicating the subject roadway; and

WHEREAS, the CRA is a successor to Grantee, as a result of various conveyances occurring since 1973; and

WHEREAS, the CRA deems it to be in the best interest of itself to dedicate the easement to the City of Lauderdale Lakes.

NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LAUDERDALE LAKES 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. OFFER OF DEDICATION: The CRA, as successor in interest to the Prel-Southeast, Inc., a Florida corporation, hereby extends an offer to the City of

Lauderdale Lakes to dedicate that certain roadway known as "Somerset Drive," the same being described upon Exhibit A, attached hereto, as a public roadway, said offer to dedicate remaining open until February 1, 2016, at which time, if not accepted, the same shall be deemed withdrawn and of no further force and affect.

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 NOVEMBER 17, 2015.

PATRICIA WILLIAMS, CHAIRPERSON

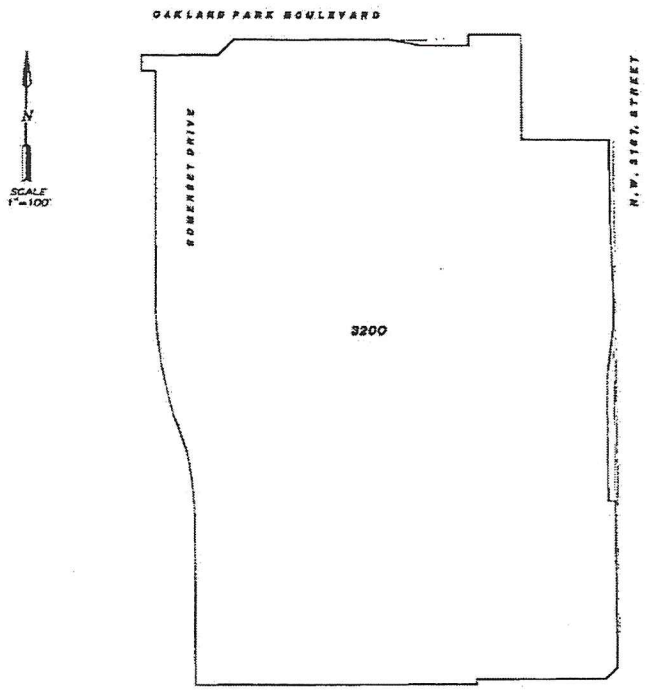
ATTEST:

SHARON HOUSLIN, SECRETARY

VOTE:

Chairperson Patricia Williams	____(For)	____(Against)	✓(Other) Absent
Vice Chairperson Beverly WIlliams	____(For)	✓(Against)	____(Other)
Commissioner Edwina Coleman	✓(For)	____(Against)	____(Other)
Commissioner Gloria Lewis	✓(For)	____(Against)	____(Other)
Commissioner Eileen Rathery	✓(For)	____(Against)	____(Other)
Commissioner Barrington Russell, Sr.	✓(For)	____(Against)	____(Other)

ALTA/ACSM LAND TITLE SURVEY
BOUNDARY SURVEY - 3200 N.W. 31ST AVENUE
LAUDERDALE LAKES, FLORIDA
CENTRAL SQUARE TARRAGON, LLC



LEGAL DESCRIPTION

Parcel A and B of Trinity Plat, according to the plat thereof, as recorded in Plat Book 80, Page 48, of the Public Records of Broward County, Florida, together with Parcel B and Parcel C of the Park of Commerce Plats, according to the plat thereof, as recorded in Plat Book 114, Page 36, of the Public Records of Broward County, Florida.

LESS the following described parcel:

Lands conveyed to Broward County by Special Warranty Deed recorded in O.R. Book 9905, Page 993, being a portion of Parcel A, Trinity Plat, according to the plat thereof, recorded in Plat Book 80, at page 48, Public Records of Broward County, Florida, described as follows:

The East 4.00 feet of Parcel A of Trinity Plat, as recorded in Plat Book 80, at page 48, Public Records of Broward County, Florida, and lying within the following described area:

Beginning at the Northwest corner of said Parcel A; thence on an assumed bearing of South 88°38'26" East along the North line of said Parcel A, a distance of 7.00 feet to a point of intersection with the West line of that certain seven (7) foot road and utility easement shown on said Trinity Plat; thence South 01°22'17" East along the West line of said easement a distance of 168.18 feet; thence South 02°53'57" East along the Westerly line of said easement a distance of 108.03 feet to a point of intersection with a line 4.00 feet West of and parallel with the East line of said Parcel A; thence North 88°38'26" East, a distance of 4.00 feet to a point on the East line of said Parcel A; thence North 88°38'26" East along the East line of said Parcel A, a distance of 276.00 feet to the North line of said Parcel A and the Point of Beginning.

Also less the following described parcel:

Lands conveyed to Broward County by Warranty Deed recorded in O.R. Book 11681, at Page 867, being a portion of Parcel A, Trinity Plat, according to the Plat thereof, recorded in Plat Book 80, at Page 48, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Southeast corner of said Parcel A; thence North 88°38'47" East, along the South line of said Parcel A, 328.22 feet; thence North 44°58'37" East, continuing along said South line, 21.65 feet to an intersection with the West right-of-way line of the Florida Gas Transmission Company, as recorded in O.R. Book 3468, Page 645, of the Public Records of Broward County, Florida; thence North 01°22'30" West, along said West right-of-way line, 378.33 feet to the Point of Beginning; thence South 88°38'30" West, 12.00 feet; thence North 01°22'30" West, along a line 12.00 feet West of and parallel with said West right-of-way line, 217.16 feet; thence North 45°47'29" East, 106.12 feet to an intersection with said West right-of-way line; thence South 01°22'30" East, along said West right-of-way line, 331.96 feet to the Point of Beginning.

Also less the following described parcel:

Lands conveyed to the State of Florida Department of Transportation by Warranty Deed recorded in O.R. Book 29343, at Page 64 (a/k/a/ Parcel 103) being a parcel of land lying in Parcel C of Somerset Plaza, according to the plat thereof, recorded in Plat Book 171, at Page 98, of the Public Records of Broward County, Florida, lying in Section 30, Township 49 South, Range 42 East, being more particularly described as follows:

A parcel of land lying in Parcel C of Somerset Plaza, as recorded in Plat Book 171, at Page 98, of the Public Records of Broward County, Florida, lying in Section 30, Township 49 South, Range 42 East, being more particularly described as follows:

Commence at the Southeast corner of said Parcel C; thence North 01°22'17" West along the East line of said Parcel C, a distance of 1,521.09 feet to a point on a line that is 66.00 feet South of, as measured at right angles to and parallel with the North line of Sale Section 30, said point also being the Point of Beginning; thence South 88°38'26" West along said South right-of-way line, a distance of 127.74 feet; thence South 01°21'34" East departing from said line, a distance of 9.04 feet; thence South 78°01'06" East, a distance of 31.29 feet; thence North 89°38'26" East, a distance of 88.[illegible] feet to the East line of said parcel; thence North 01°22'17" West along said East line, a distance of 15.12 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Lauderdale Lakes, Broward County, Florida.

TITLE COMMITMENT REPORT

Old Republic National Title Insurance Company, Title File Number 10-2015-2345, Agent's File Reference: Tarragon, Effective Date: April 2, 2010 @ 11:00 PM, has been reviewed and Schedule B-Section 2 Exceptions as they pertain to survey matters are as follows:

9) All matters contained on the Plat of Trinity Plat, as recorded in Plat Book 80, Page 48, Public Records of Broward County, Florida. "EASEMENT AND PLAT INFORMATION SHOWN HEREON."

10) All matters contained on the Plat of Somerset Plaza, recorded in Plat Book 171, Page 98, Public Records of Broward County, Florida. "EASEMENT AND PLAT INFORMATION SHOWN HEREON."

11) Developer's Agreement with Lauderdale Village, Inc. recorded in O.R. Book 12812, Page 32, together with and as amended by the Agreement recorded in O.R. Book 2146, Page 134, Public Records of Broward County, Florida, which contains provisions creating agreements. "SUBJECT PROPERTY IS WITHIN THE ENVIRONS AS DESCRIBED WITHIN AGREEMENT."

12) Gas Agreement with Lauderdale Heat Gas Corp. recorded in O.R. 2146, Page 95 Public Records of Broward County, Florida, which contains provisions creating easements. "SUBJECT PROPERTY IS WITHIN THE ENVIRONS AS DESCRIBED WITHIN AGREEMENT."

13) Covenants, conditions, restrictions and easements contained in the Warranty Deed recorded in Official Records Book 8165, Page 335, as assigned by O.R. Book 8804, Page 473, O.R. Book 14254, Page 584, affected by the Disclaimer of Interest recorded in O.R. Book 7842, Page 345, and amended by the Amendment to Easement recorded in O.R. Book 45960, Page 240, Public Records of Broward County Florida. "PARCEL "A" DOES NOT AFFECT SUBJECT PROPERTY, PARCEL "B" SHOWN HEREON, PARCEL "B" IS WITHIN THE ENVIRONS OF THE SUBJECT PROPERTY."

14) Developer's Agreement with Broward County recorded in O.R. Book 3417, Page 557, together with the Bill Of Sale Mandate to Broward County recorded in O.R. Book 16123, Page 883, Public Records of Broward County, Florida, which contains provisions creating easements. "PARCELS "A", "C" AND "D" AS CONTAINED WITHIN O.R. BOOK 3417 AND THE PROPERTY DESCRIBED IN O.R. BOOK 16123, PAGE 883 ARE WITHIN THE ENVIRONS OF THE SUBJECT PROPERTY."

15) Covenant Deed recorded in O.R. Book 7842, Page 338, Public Records of Broward County, Florida. "EASEMENT INFORMATION SHOWN HEREON AS TO EXHIBIT "A"-SOMERSET DRIVE NORTH; 19 FEET STRIP OF LAND AS CONTAINED IN EXHIBIT "A" DOES NOT AFFECT SUBJECT PROPERTY."

16) Easement to Broward County recorded in O.R. Book 8116, Page 798, Public Records of Broward County, Florida. "EASEMENT DOES NOT AFFECT SUBJECT PROPERTY."

17) Agreement with Broward County recorded in O.R. Book 6782, Page 20, Public Records of Broward County Florida. "AGREEMENT DOES NOT CONTAIN ANY LEGAL DESCRIPTION WITHIN THE DOCUMENT."

18) Easement to Florida Power & Light Company recorded in O.R. Book 8876, Page 713, Public Records of Broward County, Florida. "EASEMENT INFORMATION SHOWN HEREON."

19) Developer's Agreement with the City of Lauderdale Lakes recorded in O.R. Book 3373, Page 593, Public Records of Broward County, Florida, which contains provisions creating easements. "SUBJECT PROPERTY IS WITHIN THE ENVIRONS AS DESCRIBED WITHIN AGREEMENT."

20) Agreement with Broward County recorded in O.R. Book 9660, Page 908, Public Records of Broward County, Florida. "SUBJECT PROPERTY IS WITHIN THE ENVIRONS AS DESCRIBED WITHIN AGREEMENT."

21) Right-of-Way Easement to Southern Bell Telephone and Telegraph Company recorded in O.R. Book 14378, Page 337, Public Records of Broward County, Florida. "EASEMENT INFORMATION SHOWN HEREON."

22) Easement to Broward County recorded in O.R. Book 16723, Page 308, Public Records of Broward County, Florida. "EASEMENT INFORMATION SHOWN HEREON."

23) Instrumentation Agreement with Broward County recorded in O.R. Book 16723, Page 322, Public Records of Broward County, Florida. "SUBJECT PROPERTY IS WITHIN THE ENVIRONS AS DESCRIBED WITHIN AGREEMENT. EASEMENT INFORMATION SHOWN HEREON SHOWING WITHIN ALL PLACES LOCATED."

24) Easement to Florida Power & Light Company recorded in O.R. Book 40246, Page 1634, Public Records of Broward County, Florida. "EASEMENT INFORMATION SHOWN HEREON."

REPORT OF BOUNDARY SURVEY

1. AWN Design & Consulting Group, Inc. State of Florida Certificate of Authorization number is LB7260

2. This survey is classified as Commercial/High Risk and exceeds the minimum relative distance accuracy of 1 foot in 10,000 feet as required by the Florida Minimum Technical Standards (5J17-6.051). The accuracy achieved by measurement and calculation of a closed geometric figure was found to exceed this requirement.

3. Horizontal feature location is to the center of the symbol and may be enlarged for clarity.

4. The survey shows encroachments and the record thereof upon the subject property including, over or across buildings, easements and encroachments other may across the boundary lines of the land.

5. Horizontal data shown hereon was obtained utilizing a Topcon GPT-3000 Total Station and "TDS" Data Collector System.

6. The horizontal features shown hereon are posited to within 1/10 of the map scale.

7. The elevations shown hereon are based on National Geodetic Vertical Datum of 1929 (NGVD 29) and are referenced to F.C.C.D. Benchmark No. 3774, Elev. = 8.11' (NGVD in concrete, SE cor. NW 24th St. & NW 31st Ave), and B.C.E.D. Benchmark No. 3774, Elev. = 7.39' (NGVD in conc. SE Cor. NW 28th St. & NW 31st Ave.)

8. The structures shown hereon are based on a Flood Elevation Certificate dated of 1983 (NGVD 29) and are referenced to F.C.C.D. Benchmark No. 3774, Elev. = 8.11' (NGVD in concrete, SE cor. NW 24th St. & NW 31st Ave), and B.C.E.D. Benchmark No. 3774, Elev. = 7.39' (NGVD in conc. SE Cor. NW 28th St. & NW 31st Ave.)

9. The survey shows lines of climate stability for the subject property and the adjoin Sources, and that the hereon and express as the subject property is provided by N.E. 31st Avenue and Oakland Park Boulevard, both publicly dedicated right-of-way.

10. The subject property is within Zone AE (Base Flood Elevation = 6') as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), 12011C0284F, Community Map Number 120043 (City of Lauderdale Lakes), Panel 0204, Suite F, Effective Date 8/18/92.

11. Bearings shown hereon are just bearings per the plat of SOMERSET PLAZA as recorded in Plat Book 171, Page 98, of the Public Records of Broward County, Florida and referenced to the South line of Parcel C, having a bearing of S89°38'26"E.

12. Unless otherwise noted, plat dimensions shown hereon and measured data are in substantial agreement.

13. Underground utilities and foundations not located.

14. All references to recorded plats or OR/Book Records are per the Public Records of Broward County, Florida, unless otherwise noted.

15. Building setbacks as per City of Lauderdale Lakes Planning and Zoning Department North (Oakland Park Blvd.) 20'±, East (N.E. 31st Ave.) 25'±, West (Somerset Drive) 25 ft., South 25'±.

CERTIFICATE

This is to certify to Central Square Tarragon LLC, Lauderdale Lakes Community Redevelopment Agency, Old Republic National Title Insurance Company and Integrated Title North, LLC, and the respective successors and assigns of all of the foregoing parties, that this date of survey is a true and correct representation of a survey made under my direction and that (A) this Survey is an accurate survey of all the real property legally described hereon; (B) this Survey properly and accurately indicates and locates all above ground improvements on the real property as of the date of this Survey and the size, location and type of all buildings and above ground improvements on the real property are shown on this Survey and all are within the boundaries of the real property; (C) this Survey properly and accurately indicates and locates all rights of way on the Property or of which the Property is benefited by easement, as the real property as of the date of this Survey, and where an easement and bounds cells appear on this Survey but are not included in the legal description (Schedule A) or Title Commitment, the same are shown and the same are not subject to any encroachments upon the property and accurately indicates and locates all easements and other survey matters referenced in Schedule B- Section 2 of Title Commitment (the "Exceptions") for the issuance of the insurance upon the Property by Old Republic National Title Insurance Company, Fund File Number 10-2015-2345, Effective Date: April 2, 2010 @ 11:00 p.m., and to the extent any Exceptions do not affect the real property or do not be subject to location on this Survey, such that has been noted on this Survey or to such such Exceptions by stating the type of such Instrument and the book and page number of public record; (D) this Survey was prepared under the direct supervision and control of the undersigned Professional Surveyor and Mapper, and, at actual survey made of the real property legally described hereon; (E) there are no encroachments across the property lines except as shown; (F) the real property is contiguous without gaps, gores or overlaps; (G) this Survey shows all visible easements and rights of way and from publicly dedicated roads; (H) there are no high voltage/open high voltage lines, buildings, or coastal construction control lines affecting the real property described herein; (I) the real property described on this Survey has ingress and egress to and from publicly dedicated roads; (J) the real property is not located in a Federal Emergency Management Agency Flood Map, Community No. 120043 Effective date 8/18/92; (K) except as shown on this Survey, the lands described and shown hereon does not serve any adjoining property for drainage, ingress and egress; (L) all visible utility services to the land described herein either enter by such land through adjoining public streets or utility easements as shown on this Survey shows the point of entry and location of any utility stations which pass through; and (M) this Survey was prepared in accordance with the Minimum Technical Standards for Surveying and Mapping as set forth in Chapter 5J-17 of the Florida Administrative Code.

I further certify that this map or plat and the Survey on which it is based was made in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", jointly established and adopted by ALTA and NSPS in 2005 and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 13, 17(a), 18 and 19 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Florida, the maximum distance measurement error is 0.01:20,000 feet.

Steven H. Smith
Professional Surveyor and Mapper, PSM No. [illegible] of Florida
AWN Design & Consulting Group, Inc. LB 7260
3851 N.E. 56th Street, Lighthouse Point, Florida 33064

ABBREVIATIONS

℄ = Centerline
I.P. = Iron Pipe
I.R. = Iron Rod
L.B. = Licensed Business
B.C.R. = Broward County Records
B.C.P.A. = Broward County Property Appraiser
E.P. = Edge of Pavement
N&O = Nail & Disc
N&T = Nail & Tab
O.R.B. = Official Records Book
P.B. = Plat Book
D.B. = Deed Book
PG. = Page
P.R.M. = Permanent Reference Monument
P.S.M. = Professional Surveyor and Mapper
R/W = Right-of-Way
C.B.S. = Concrete Block\Stucco
CONC. = Concrete
FND. = Found
EQUIP. = Equipment
B.C.E.D. = Broward County Engineering Department
ELEV. = Elevation
EL. = Height

LEGEND

= 6" Concrete Curb
= 2" Conc. Curb & Gutter
= Found Property Corner (Ø As Shown On Survey)
= Found 3/8" I.R. w/ Cap AWN LB7260
= Backflow Preventer
= Telephone Manhole
= Light/Lamp Pole
= Ornamental/Crown-Tree
= Guy Wire\Anchor
= Wood Power Pole
= Sign
= Electric Box\Meter
= Fire Hydrant
= Catch Basin\Inlet
= Drainage Manhole
= Irrigation Box
= Handicap Parking
= Bollard
= Utility Box
= Sanitary Manhole
= Irrigation Valve
= Concrete Power Pole
= Flood Light
= Water Valve
= Downspout Elevation
= Hot W\ Purge
= Telephone Box
= Street Address

AWN DESIGN & CONSULTING GROUP, INC.
SURVEYORS • MAPPERS • ENGINEERS
3851 N.E. 56TH STREET, LIGHTHOUSE POINT, FLORIDA 33064
LB 7260 PHONE: (954) 491-8884 FAX: (954) 491-8886

ALTA/ACSM LAND TITLE SURVEY
BOUNDARY SURVEY
SOMERSET PLAZA - 3200 N.W. 31ST STREET
CITY OF LAUDERDALE LAKES, FL
CENTRAL SQUARE TARRAGON, LLC

No.	DATE	REVISION	BY
1	04/15	REVISION	

SURVEY DATE: 5/20/10
DRAWN BY: [illegible]
CHECKED BY: [illegible]
FIELD BOOK: [illegible]

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED LAND SURVEYOR'S SEAL
STEVEN H. SMITH
PL PSM# 5666

PROJECT No. 14102-10
SHEET No. 1 of 3

EXHIBIT A (2 of 3)

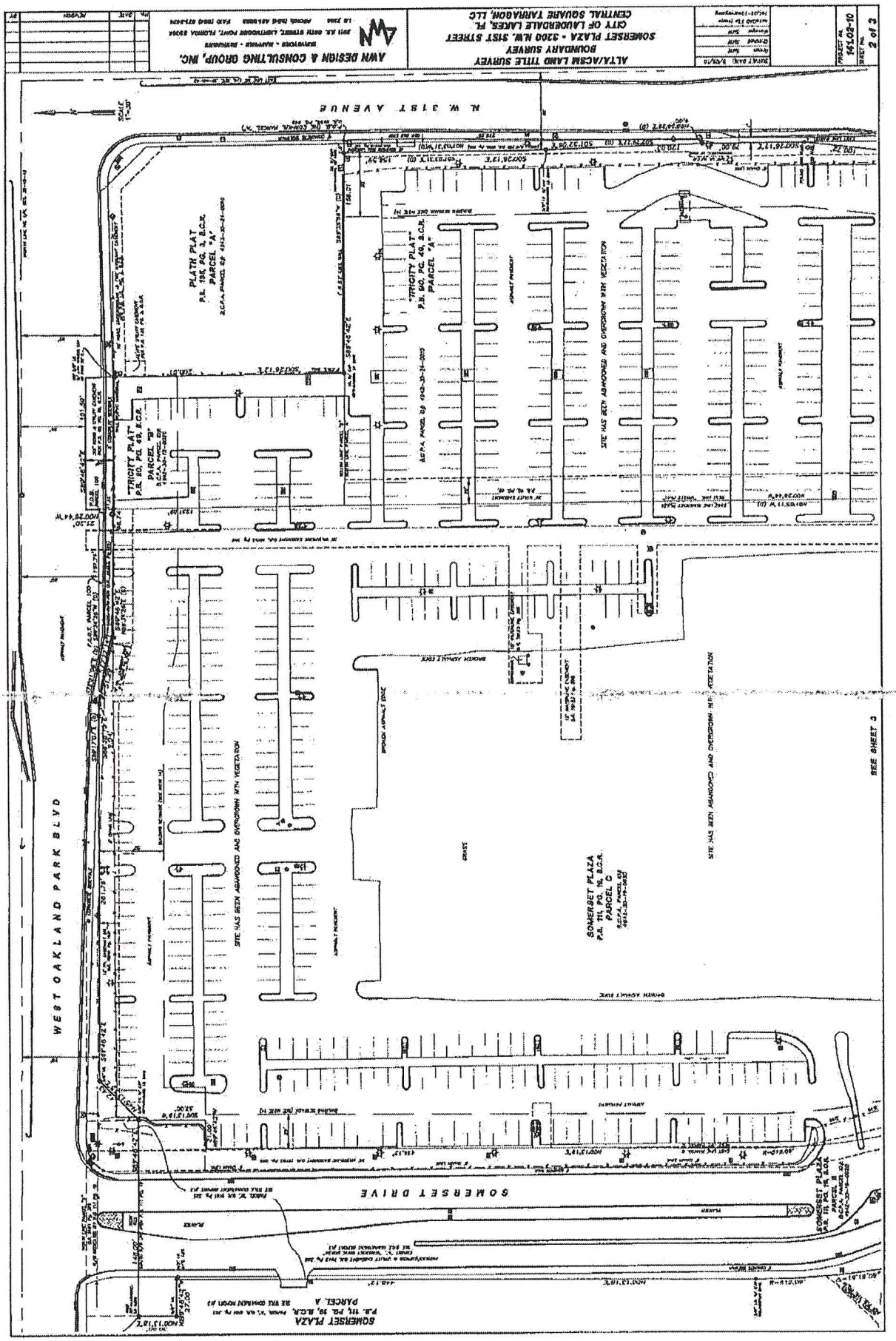
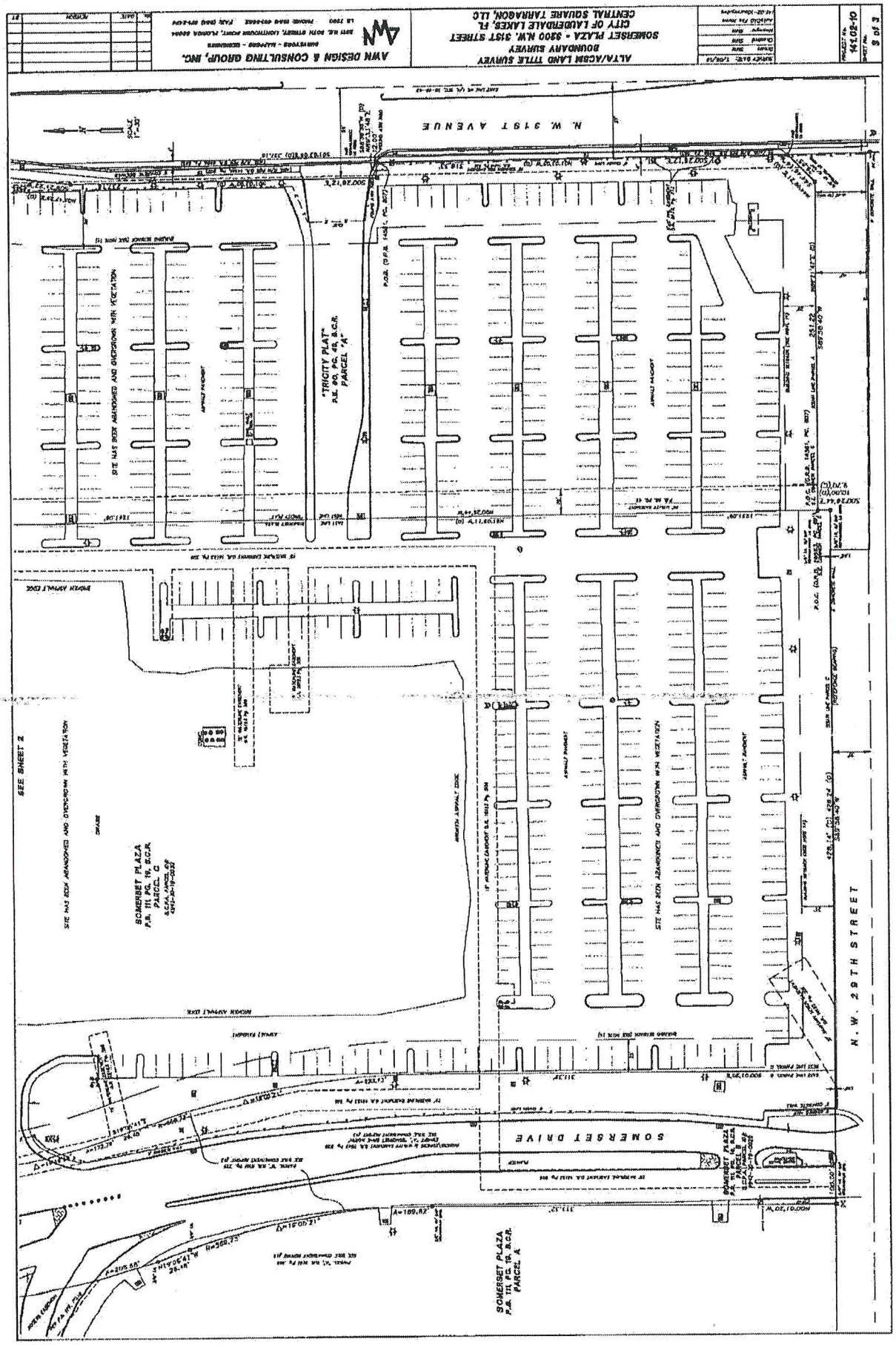


EXHIBIT A (3 of 3)



WARRANTY DEED
FROM CORPORATION

RAMCO FORM A-3

73- 30116

Warranty Deed

This Indenture, *Made this* 6th *day of* February, *A.D. 19* 73.

Between PREL-FLORIDA, INC., *a corporation existing under the laws of the State of* Florida, *having its principal place of business in the County of* Broward *and State of* Florida, *and lawfully authorized to transact business in the State of Florida, party of the first part, and*

PREL-SOUTHEAST, INC., a Florida corporation,

Park 80 Plaza West-One, Saddle Brook, New Jersey 07662

of the County of Broward *and State of* Florida

party of the second part Witnesseth:

That the said party of the first part, for and in consideration of the sum of TEN and NO/100THS *Dollars*

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said party of the second part, its heirs and assigns forever, the following described land situate, lying and being in the County of Broward *and State of Florida, to-wit:*

The real property described on Exhibit "1" which is attached hereto and made a part hereof by reference.

SUBJECT TO:

1) Taxes for the year 1973, and years subsequent thereto.

2) Zoning ordinances applicable to said property.

3) Easement to Florida Power & Light Company ~~dated November 23, 1961, filed~~ of record December 2, 1960 under Clerk's File No. 60-115334, Broward County Public Records.

4) Agreement with Lauderdale Utilities, Inc., a Florida corporation, re water and sewer system dated April 15, 1960, filed of record June 2, 1960, under Clerk's File No. 60-56789; which was amended by Agreement dated March 1, 1961, filed of record March 24, 1961, under Clerk's File No. 61-29797, Broward County Public Records.

5) Gas Agreement with Lauderdale West Gas Corp. dated March 1, 1961, filed of record March 24, 1961, under Clerk's File No. 61-29764, Broward County Public Records.

6) Mortgage in the original principal sum of $3,216,000.00 given to AMI Investments, Inc., a Florida corporation, dated and filed of record January 18, 1972, in O.R. Book 4744, page 459; said mortgage was modified by Mortgage Modification Agreement and Amended Description dated August 3, 1972, filed of record August 9, 1972 in O.R. Book 4954, Page 351, of the Public Records of Broward County, Florida.

And as to those portions of the land herein granted which are more specifically set forth on Exhibit 1 as Parcel B, further subject to:

Grantor reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement through, over and across Parcel B as described on annexed

CONTINUED ON RIDER ANNEXED HERETO

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

(Corporate Seal)

Attest: [signature] *Secretary.*

PREL-FLORIDA, INC.

By [signature] *President*

Signed, sealed and delivered in presence of us:

[signature]

[signature]

This Instrument prepared by: Leo Rose, Jr., Esquire

Address 407 Lincoln Road, Miami Beach, Florida 33139

73 FEB 12 AM 11:08

JACK WHEELER, COUNTY RECORDER

OFF 5161 PAGE 325

PAGE 325

State of Florida, New Jersey
County of Bergen

I Hereby Certify that on this 9th day of February A.D. 1973, before me personally appeared JACOB BURSTYN and NORMAN TANENBAUM President and Secretary respectively of PREL-FLORIDA, INC., a corporation under the laws of the State of Florida to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Saddle Brook in the County of Bergen and State of New Jersey the day and year last aforesaid.
My commission expires

Notary Public, State of ~~Florida~~ New Jersey

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE FEB 12 '73 900.00

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE FEB 12 '73 900.00

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE FEB 12 '73 38.50

BANCO FORM A-3

Warranty Deed

(FROM CORPORATION)

PREL-FLORIDA, INC.

TO

PREL SOUTHEAST, INC.

Dated February 6, 1973

ABSTRACT OF DESCRIPTION

OFF 5161 PAGE 326

RIDER TO WARRANTY DEED

Exhibit 1, reserving unto itself, its successors, assigns, tenants, servants, visitors, licensees and invitees, full and free right to pass and repass over said land by means of pedestrian and vehicular traffic and to utilize said for ingress and egress to and from those certain adjacent properties presently owned by Grantor, together with the further right to grade, construct and pave and maintain a roadway over said easement area and to install therein facilities for the transmission of utilities, including but not by way of limitation, water, gas, sewer and electricity lines.

~~On or before the day of~~, Grantor will, at its own cost and expense, construct a roadway over said easement; which said roadway shall be in compliance with all applicable governmental requirements. After completion, Grantor shall, at its own cost and expense, repair and maintain said roadway so that same shall always be in compliance with all applicable governmental requirements. Failure to complete such roadway as hereinbelow provided shall give Grantee the right to terminate this easement.

Grantor agrees that, in the event that Grantor does not utilize the entire width (from East to West) of the easement area hereby reserved, Grantor will utilize that portion thereof which is adjacent to the most easterly boundary of the said easement area (Parcel B as set forth on Exhibit 1 annexed hereto), and after the road is permanently installed, Grantor will release to Grantees, its successors or assigns, those lands within Parcel B lying West of the portion of this easement area actually utilized by Grantor, its successors or assigns, as a roadway or for installation and maintenance of utility lines.

Grantor further grants to Grantee, its successors and assigns, as a covenant running with the land described on Exhibit 1 attached hereto, a future right to connec ~~to and use any sewer lines which may now,~~ or in the future, service those lands which are presently owned by Grantor and which lie immediately South of and adjacer to the lands herein conveyed, for the purpose of providing sewerage to the real property described on Exhibit 1. The right hereby granted shall include the right to install such connecting lines under and across the lands of Grantor, as shall be nece sary to bring the said sewer lines to the point or points of connection on Grantee's lands, and to enter upon the lands of Grantor for the purpose of installing and maintai ing such connecting line or lines. Provided, however, that no specific easement for such connecting lines is granted hereby and Grantor reserves to itself, its successor and assigns, the right to designate the actual location and route of said lines and, at such time or times as Grantee, its successors and assigns is ready to install such lines, Grantor agrees that, at such time it will designate the exact location and route for said connecting lines and will grant the easement therefor. Such locations and routes shall be reasonably direct but the determination of location shall be governed essentially by the consideration that such line or lines shall never interfere with any existing structures or buildings or any proposed buildings or structures for whic a building permit has been issued or financing committed, or which appear on a filed subdivision or condominium plat. Such connecting lines, when installed, shall be installed and maintained by Grantee, its successors and assigns, at Grantee's sole cost and expense.

Grantor further grants to Grantee, and reserves to itself, such limited right of acce through so much of the adjoining lands of Grantor and Grantee as shall be necessary accomplish the purposes hereof, provided, however, that Grantor, in construction c the road and utility lines and maintenance thereof, and Grantee, in construction of t connecting sewerage lines and the maintenance thereof, shall not permit anything to be done or any condition to arise or continue which shall constitute a threat, nuisanc or unnecessary inconvenience to the other party, its assigns, employees, guests or invitees, and shall always restore those portions of the land of the other affected hereby as nearly as reasonably possible to their condition prior to such installation or maintenance activities.

The easements and rights created hereby are non-exclusive grants of easement and may be used in common by the parties hereto, their successors, designees and assi and the covenants shall run with the respective lands.

REC 5161 PAGE 327

RIDER TO WARRANTY DEED (continued)

Upon completion of construction of the road referred to herein, Grantee agrees to execute such instruments as may be required for the purpose of dedicating the road, as the same shall finally have been constructed, upon request made by the Grantor

Grantee shall at all times have access to the said road for ingress, egress and utility purposes, with rights to connect to such sewers or other utility lines lying in the bed thereof.

Grantor shall have no obligation to complete the roadway hereinabove referred to prior to February 9, 1974. Thereafter, Grantor shall construct and complete the said roadway as hereinabove provided within six (6) months following written demand made by Grantee addressed to the Grantor c/o Meyer, Weiss, Rose & Arkin, Esqs., Financial Federal Building, Miami Beach, Florida 33139, by Certified Mail, Return Receipt Requested.

REC 5181 PAGE 328

PAGE 328

A parcel of land in Section 30, Township 49 South, Range 42 East, Broward County, Florida, more particularly described as follows:

Commencing at the Northeast corner of Section 30, Township 49 South, Range 42 East; thence run N89°46'42"W along the North line of said Section 30 a distance of 988.85 feet to the NW corner of the E½ of the NW¼ of the NE¼ of the NE¼ of Section 30; thence run S 0°27'48"E 50.00 feet to the Point of Beginning; being also a point located on the South right-of-way line of State Road No. 816; thence run S 0°27'48"E 611.98 feet along the West boudary of said East ½ to the SW corner of said East ½; thence run N89°54'01"W 329.51 feet along the North boundary of the SW¼ of the NE¼ of the NE¼ of said Section 30; to the NW corner of said SW¼; thence run S 0°28'20"E 632.62 feet along the West line of said SW¼ to a point on the North right-of-way line of Northwest 29th Street, said point being on a line 30 feet North of and parallel to the South line of the NE¼ of the NE¼ of said Section; thence run N89°58'40"E 459.97 feet along said right-of-way line to a point on the West right-of-way line of Somerset Drive; thence run N 0°01'20"W 311.32 feet along said West right-of-way line to the point of curvature of a curve to the left having a radius of 569.73 feet and a central angle of 19°05'21"; thence run Northwesterly along the arc of said curve 189.82 feet to a point of tangency; thence run N19°06'41"W 26.48 feet to the point of curvature of a curve to the right having a radius of 612.09 feet and a central angle of 19°19'59"; thence run Northwesterly 206.53 feet along the arc of said curve to a point of tangency; thence run N 0°13'18"E 448.12 feet to a point being on the West right-of-way of Somerset Drive; thence run N89°46'42"W 27.00 feet to a point; thence run N 0°13'18"E 70.00 feet to a point on the South right-of-way line of State Road No. 816; thence run N89°46'42"W 41.70 feet to the POINT OF BEGINNING.

OR 5161 PG 329

EXHIBIT 1

P. 1 OF 3

PARCEL "B"

(Somerset Drive)

A parcel of land in Section 30, Township 49 South, Range 42 East, Broward County, Florida, more particularly described as follows:

Commencing at the Northeast corner of Section 30, Township 49 South, Range 42 East; thence run N89°46'42"W 988.85 feet along the North line of said Section 30 to the NW corner of the E1/2 of the NW 1/4 of the NE 1/4 of the NE 1/4 of said Section 30; thence run S 0°27'48"E 50.00 feet to a point on the South right-of-way line of State Road No. 816; thence run S89°46'42"E 41.70 feet along said right-of-way line to the Point of Beginning; thence run S 0°13'18"W 70.00 feet to a point; thence run S89°46'42"E 27.00 feet to a point on the West right-of-way line of Somerset Drive; thence run S 0°13'18"W 448.12 feet to the point of curvature of a curve to the left having a radius of 612.09 feet and a central angle of 19°19'59"; thence Southeasterly 206.53 feet along the arc of said curve to a point of tangency; thence run S19°06'41"E 26.48 feet to the point of curvature of a curve to the right having a radius of 569.73 feet and a central angle of 19°05'21"; thence run Southeasterly 189.82 feet to a point of tangency; thence run S 0°01'20"E 311.32 feet to a point on the North right-of-way line of N.W. 29th Street, said point being on a line 30.00 feet North of and parallel to the South boundary of the NE1/4 of the NE 1/4 of said Section 30; thence run along said right-of-way line N89°58'40"E 100.00 feet to a point on the East right-of-way line of Somerset Drive; thence run N 0°01'20"W 311.32 feet to the point of curvature of a curve to the left having a radius of 669.73 feet and central angle of 19°05'21"; thence run Northwesterly 223.13 feet along the arc of said curve to a point of tangency; thence run N19°06'41"W ~~26.48 feet to the point of curvature of a curve to the right~~ having a radius of 512.09 feet and a central angle of 19°19'59"; thence run Northwesterly 172.79 feet along the arc of said curve to a point of tangency; thence N 0°13'18"E 426.12 feet to a point; thence run S89°46'42"E 21.00 feet to a point; thence run N 0°13'18"E 92.00 feet to a point on the South right-of-way line of State Road No. 816; thence N89°46'42"W along said right-of-way line 148.00 feet to the POINT OF BEGINNING.

REC 5161 PAGE 330

EXHIBIT 1
P. 2 of 3

PARCEL "D"

A parcel of land in Section 30, Township 49 South, Range 42 East, Broward County, Florida, more particularly described as follows:

Commencing at the Northeast corner of Section 30, Township 49 South, Range 42 East; thence run N89°46'42"W along the North line of said Section 30 a distance of 329.62 feet to the Northeast corner of the West one-half (W½) of the Northeast one-quarter (NE¼) of the Northeast one-quarter (NE¼) of the Northeast one-quarter (NE¼) of said Section 30; thence run S 0°26'44"E 50.00 feet to a point on the South right-of-way line of State Road No. 816, said point also being the Point of Beginning; thence run N89°46'42"W 253.14 feet along said right-of-way line to a point; thence run S 0°13'18"W 558.64 feet to a point; thence run N89°46'42"W 235.78 feet to a point on the East right-of-way line of Somerset Drive said point also being a point of intersection with a curve having for its elements a chord bearing of S 11°50'10"E a radius of 512.09 and a central angle of 14°33'03"; thence run southeasterly 130.05 feet along the arc of said curve to a point of tangency; thence run S 19°06'41"E 26.48 feet to a point of curvature of a curve to the right having a radius of 669.73 feet and a central angle of 19°05'21"; thence run southwesterly 223.13 feet along the arc of said curve to a point of tangency on the East right-of-way line of Somerset Drive; thence run S 0°01'20"E 311.32 feet to a point on the North right-of-way line of N.W. 29th Street, said point being on a line 30.00 feet North of and parallel to the South boundary of the Northeast one-quarter (NE¼) of the Northeast one-quarter (NE¼) of said Section 30; thence run N89°58'40"E 426.24 feet to a point on the East line of the West one-half (W½) of the Southeast one-quarter (SE¼) of the Northeast one-quarter (NE¼) of the Northeast one-quarter (NE¼) of Section 30; thence run N 0°26'44"W 1241.09 feet along said East line to the Point of Beginning.

REC 5161 PAGE 331

EXHIBIT 1

P. 3 OF 3

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

CRA RESOLUTION 2017-004 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AUTHORIZING THE EXECUTION OF THE FIRST MODIFICATION TO A PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN THE AGENCY AND CARRAS COMMUNITY INVESTMENT, INC. TO PROVIDE REAL ESTATE ADVISORY SERVICES TO THE AGENCY FOR THE COMMERCE PARK PROJECT TO INCREASE THE COMPENSATION FOR AN AMOUNT NOT TO EXCEED $10,000 AND INCREASE THE TERM

Summary

This Resolution serves to provide for added funding, and time of performance extension, for continuing Community Redevelopment Agency Financial Advisory Services in relation to the negotiation, development and approval of a Development Agreement for the development and sale of the CRA owned Commerce Park property by Carras Community Investments, Inc.

Staff Recommendation

Background:

Carras Community Investments was approved by the CRA Board to provide on-going Financial Advisory Services to the CRA, and to develop a series of steps to be undertaken in order to complete a land purchase and development agreement with American Land Ventures (ALV) relative to the Commerce Park property. The activities and services provided to-date have been based on goals determined and informed by the CRA Board, City/CRA Staff, and Urban Land Institute (ULI) Technical Advisory Report with input from members of the City of Lauderdale Lakes community.

Funding Source:

Increment Revenue

Sponsor Name/Department: J. Gary Rogers, CRA Executive Director

Meeting Date: 1/17/2017

ATTACHMENTS:

	Description	Type
	CRA Resolution 2017-004 - Real Estate Advisory Services - Caras Investment, Inc.	Resolution
	Agreement Modification	Backup Material
	Back up documents from previous agenda	Backup Material
	Letter from James Carras	Backup Material
	Commerces Park Timeline	Backup Material
	Contract for professional services	Backup Material

CRA RESOLUTION 2017-004

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AUTHORIZING THE EXECUTION OF THE FIRST MODIFICATION TO A PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN THE AGENCY AND CARRAS COMMUNITY INVESTMENT, INC. TO PROVIDE REAL ESTATE ADVISORY SERVICES TO THE AGENCY FOR THE COMMERCE PARK PROJECT TO INCREASE THE COMPENSATION FOR AN AMOUNT NOT TO EXCEED $10,000 AND INCREASE THE TERM THROUGH THE FIRST OF May 17, 2017 OR APPROVAL OF DEVELOPMENT AND DISPOSITION AGREEMENT BY CRA BOARD; DIRECTING AND AUTHORIZING THE CHAIRMAN 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 Plan provides for the redevelopment of the Commerce Park property which was purchased by the Agency (the "Project"); and

WHEREAS, in accordance with the provisions of the Agency's procurement policies, and with the assistance of the City Purchasing Department, staff solicited Requests for Qualifications for the provision of professional services in the areas of real estate advisory services for the Project; and

WHEREAS, Carras Community Investments, Inc. was ranked as the number one (1) firm to provide the services identified in the Request for Qualifications; and

WHEREAS, the Agency entered into an agreement with Carras Community Investments, Inc. to provide real estate advisory services for the Project for an amount not to exceed $15,000.00 and the term increased to the first of May 17, 2017 or approval of the Development and Disposition Agreement by the CRA Board.

WHEREAS, staff recommends an increase the compensation to an amount not to exceed $10,000.00 and increase the term of the agreement to the first of May 17, 2017 or approval of the Development And Disposition Agreement..

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 TO EXECUTE AGREEMENT: The Chairman and Secretary are hereby authorized to execute the first amendment to the agreement with Carras Community Investments, Inc. in substantially the form attached hereto as Exhibit “A” (the “Agreement”).

Section 3. AUTHORIZATION AND DIRECTION: The Chair, 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 4. 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 JANUARY 17, 2017.

_____
BEVERLY WILLIAMS, CHAIRPERSON

ATTEST:

_____
SHARON HOUSLIN, SECRETARY

VOTE:

Chairperson Beverly Williams	____(For) _____(Against) ___(Other)
Vice-Chairperson Sandra Davey	____(For) _____(Against) ___(Other)
Commissioner Veronica Edwards Phillips	____(For) _____(Against) ___(Other)
Commissioner Gloria Lewis	____(For) _____(Against) ___(Other)
Commissioner Hazelle Rogers	____(For) _____(Against) ___(Other)

FIRST MODIFICATION TO PROFESSIONAL SERVICE AGREEMENT
BETWEEN
CARRAS COMMUNITY INVESTMENTS, INC.
AND
LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY
FOR REAL ESTATE ADVISORY SERVICES

THIS FIRST MODIFICATION TO AGREEMENT made and entered into this ____ day of JANUARY, 2017, by and between Carras Community Investments, Inc., a Florida corporation, hereinafter referred to as "Consultant," whose mailing address is 330 SW 2 St., Suite 203, Ft. Lauderdale, FL 33312, and the Lauderdale Lakes Community Redevelopment Agency a body corporate and politic created pursuant to Chapter 163, Part II, Florida Statutes, hereinafter referred to as "CRA," whose address is 4300 NW 36 St., Lauderdale Lakes, Florida 33319, is hereby amended as follows:

WHEREAS, in accordance with the provisions of the Agency's procurement policies, and with the assistance of the City Purchasing Department, staff solicited Requests for Qualifications for the provision of professional services in the areas of real estate advisory services for the Project; and

WHEREAS, Carras Community Investments, Inc. was ranked as the number one (1) firm to provide the services identified in the Request for Qualifications; and

WHEREAS, the Agency entered into an agreement with Carras Community Investments, Inc. to provide real estate advisory services for the Project for an amount not to exceed $15,000.00 and through the first of May 17, 2017 or the CRA Board approval of Development and Disposition Agreement.

WHEREAS, staff recommends an increase the compensation to an amount not to exceed $10,000.00 and change the term of the agreement to a date of April 15, 2017.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

Section 1: The Contract is hereby amended to increase the compensation by an amount not to exceed $10,000.00 and increase the term through the first of May 17, 2017 or the CRA Board approval of Development and Disposition Agreement.

Section 2: To the extent that there exists a conflict between this Modification, the Scope of Services and any work orders, the terms, conditions, covenants, and/or provisions of this Modification shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

Section 3: All other terms in the Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties unto this Modification have set their hands and seals on the day and date first written above.

LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY

By:_____
Name: Beverly Wiliams
Title: Chairperson

ATTEST:

_____
Executive Director

Approved as to form and legal sufficiency

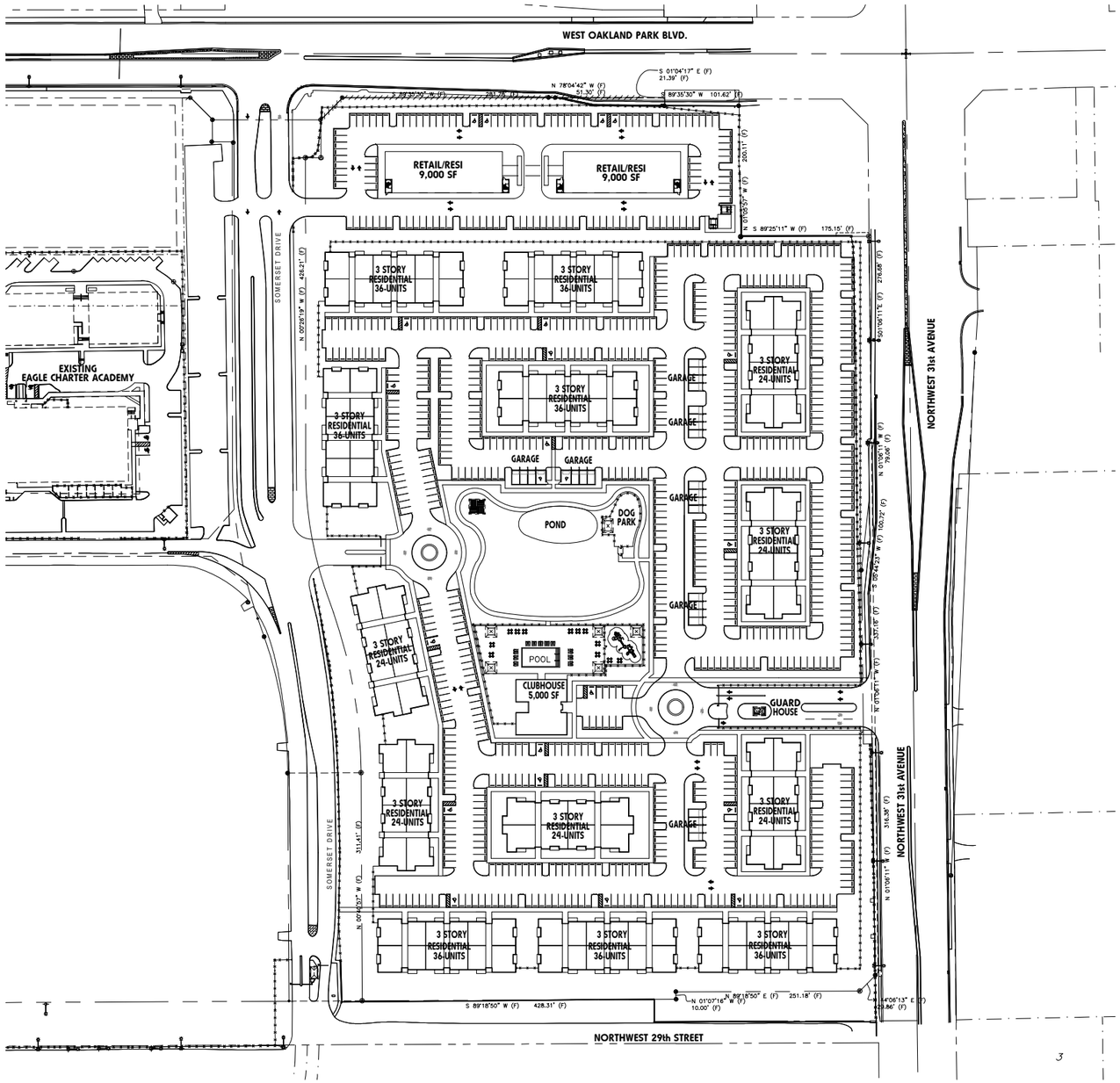
_____
J. Michael Haygood
Date_____
General Counsel to CRA

CARRAS COMMUNITY INVESTMENTS, INC.

By: _____

Name: _____

Title: _____



02 Site Plan

SCALE 1"=80'

parking tabulation :

USE	AREA (S.F.)	RATIO PARKING/S.F.	NO. OF UNITS	REQ'D. PARKING	PROVIDED PARKING
RETAIL	18,000 S.F.	1 SPACE/200 S.F.	---	90 SPACES	125 SPACES

Apartments parking tabulation :

USE	AREA (S.F.)	RATIO PARKING/S.F.	NO. OF UNITS	REQ'D. PARKING	PROVIDED PARKING
APARTMENTS	1–BEDROOM	1.5 SPACE	168 UNITS (42.5%)	252 SPACES	
	2–BEDROOM	2 SPACE	156 UNITS (39.4%)	312 SPACES	
	3–BEDROOM	2 SPACE	72 UNITS (18.1%)	144 SPACES	
GARAGE		4 CAR GARAGE	7 BLDG		28 SPACES
CLUBHOUSE	5,000 S.F.	1 SPACE/250 S.F.	---	20 SPACES	
	SUB TOTAL		396 UNITS (100%)	728 SPACES	725 SPACES
TOTAL	TOTAL				753 SPACES

area tabulation :

PARCELS	USE	PARCEL SIZE (S.F.)	BUILDING AREA (S.F.)
PARCEL 1	RETAIL		18,000 SF
24 UNIT BLDG	11,194 SF	X 5 BLDG	55,970 S.F.
26 UNIT BLDG	12,648 SF	X 8 BLDG	101,184 S.F.
TOTAL			175,154 S.F.

modis architects
4955 SW 75th Avenue
Miami, Florida 33155
T. 786.879.8882
F. 786.350.1515
www.modisarchitects.com
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LAUDERDALE LAKES MIXED USE DEVELOPMENT

CONCEPTUAL DESIGN
SCHEME 7
SITE PLAN

N

#16072
08/5/2016
SCALE: 1"=80'

Memorandum

To: Gary Rogers, Executive Director, City of Lauderdale Lakes Community Redevelopment Agency

From: James Carras, Principal, Carras Community Investment, Inc.

RE: **Commerce Park/American Land Ventures – Community Redevelopment Agency Goals and Planning Process**

Date: June 6, 2016

The purpose of this memorandum is to outline a series of steps that need to be undertaken in order to complete a land purchase and development agreement with American Land Ventures (ALV) relative to the Commerce Park property based on the following goals (determined and informed by CRA Board, community and Urban Land Institute (ULI) Technical Advisory Report):

1. Elimination of slum and blight from the Commerce Park site resulting from over 40 years of disinvestment and neglect.
2. Build a maximum value and high quality mixed-use development project.
3. Grow population of the City through residential uses on the site.
4. Secure land sale payment for land at a fair market price that also ensures fair (not excessive) return on investment for developer and for the CRA.

To reach these goals, the following steps are necessary in the process:

1. ALV, CRA Attorney Michael Haygood, James Carras, Carras Community Investment, Inc. and staff will meet with the City Manager and CRA Chair Patricia Williams for review and consideration of the **Commerce Park/American Land Ventures – Community Redevelopment Agency Goals and Planning Process** presented herein, along a review of a conceptual project time-line to provide feed-back and endorsement of the strategies and timing of project planning and analysis, and Development Agreement negotiation strategy.
2. ALV will prepare a final revised development concept and site plan indicating proposed mix of land uses and density including a family restaurant.
3. ALV (or a designated third party) will prepare a market study, if a hotel component is included in the revised development concept. *
4. Both parties will determine land use and zoning for site in order

to prepare for a conceptual site plan for initial review with the City Manager Baker/Staff, followed by individual "one-on-one" review with individual CRA Board members, James Carras, CRA Financial Advisor and Jason Roberson, American Land Ventures in preparation for formal CRA Board endorsement at a future date.

5. The CRA will prepare a tree removal/mitigation plan and budget for approval by Broward County consistent with Tree Preservation Ordinance. (note: currently scheduled for CRA Board, June 21, 2016).
6. ALV will prepare project financial feasibility, development budget to identify/document financial sources and uses based on revised concept plan.
7. The CRA, in conjunction with ALV, will review platted easements on-site relative to approving the abandonment of existing easements which conflict with the conceptual site development plan through Broward County.
8. Both parties will provide updated appraisal(s) based on revised concept plan utilizing a cost revenue-based approach.
9. CRA staff and ALV will present final site plan to CRA Board for endorsement.
10. CRA and ALV will negotiate to determine agreed-upon land value "working figure" for inclusion in the proposed Development Agreement based upon cost/revenue based financial analysis and appraisals for consideration by the CRA Board.
11. ALV and CRA will negotiate purchase and sale/development agreement of the Commerce Park property for consideration by the CRA Board to insure that the CRA receives the appropriate level of return on their land investment.
12. CRA Board will consider and, if in agreement, will approve purchase and sale/development agreement as presented for discussion by Carras Community Investment, Inc. and CRA Attorney Michael Haygood.

These steps will be undertaken in the order listed although many will be undertaken concurrently.

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* The need for a market analysis is derived from the ULI *Technical Assistance Panel: City of Lauderdale Lakes Community Redevelopment Agency and Commerce Park* report, April 7 and 8, 2015.

> *"In addition to reflecting what the public wants for the future of their community, a successful (one that is implemented) vision must also be based on a sound understanding what the market is doing (and not doing) and will support. For that reason one of the TAP's first recommendations was for the CRA to undertake and fund a well-structured, detailed market analysis that*

clearly identifies and presents the development potential of the gateway parcel under current market conditions including the specific uses that will achieve the dual goals of enhancing the site's value and generating jobs. Such a study will enable the CRA to understand the:

- *Opportunities and constraints in its market relative to various land uses.*
- *Submarket's ability to absorb space, both new and existing, and at what rental rates and concessions.*
- *Products that would be the most synergistic and benefit from existing activities and investments.*

To initiate the market study, that CRA should engage a market analysis firm of national stature that is accepted and trusted by a majority of lending institutions and brokerage companies. The firm should be asked to assess the Lauderdale Lakes submarket and determine the current and projected market for the land uses proposed by the panel for the CRA site."

Community Redevelopment Agency (CRA)
Commerce Park Timeline

Department Information	
Location:	Oakland Park Boulevard @ N.W.31Ave. Lauderdale Lakes, FL. 33311
Developer:	American Land Ventures
Timeline Period:	July 21, 2015 to Present
Date: December 30, 2016	

Date:	Action:
July 21, 2015 **(Agenda)**	COMMUNITY REDEVELOPMENT AGENCY BOARD REVIEW - COMMERCE PARK REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP/Q) AND APPROVAL FOR PUBLICATION OF NOTICE
August 14, 2015 **(Director's Reporting)**	Mandatory pre-proposal conference
September 8, 2015 **(Director's Reporting)**	Proposal submittal deadline
October 27, 2016 **(Agenda)**	REJECT SUBMITTALS FROM REQUEST FOR QULIAFICATIONS #15- 01-COMMERCE PARK PROPOSALS/APPROVAL RE-ISSUANCE OF COMMERCE PARK RFQ/P THROUGH PUBLIC NOTICE. (*1 Proposer met 2:00 P.M. Submittal deadline, 2 Proposers rejected due to late arrival.)
November 11, 2015 **(Director's Reporting)**	The Round II Developer RFQ/P Legal Notice effective Friday, November 17, 2015. Advance Public Notice published Saturday, November 7, 2015. Submittals due December 14, 2015. Non-mandatory pre-proposal conference Monday, November 23, 2015.*Proposals due December 14, 2015 @ 2:00P.M.

November 17- December 14, 2015 (Director's reporting)	The Round II Developer RFQ/P Legal Notice and solicitation of submittals released Friday, November 17, 2015. Advance Public Notice published Saturday, November 7, 2015. Submittals due December 14, 2015. Non-mandatory pre-proposal conference Monday, November 23, 2015. *Four Proposals submitted with presentations scheduled January 19, 2016
January 19, 2016 (Agenda)	ESTABLISHMENT OF PRESENTATION DATE FOR THE PRESENTATION OF COMMERCE PARK DEVELOPMENT QUALIFICATIONS AND PROPOSALS. (BY MOTION)
February 16, 2016 (Agenda)	CRA RESOLUTION 2016-004 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY PURSUANT TO THE TERMS AND CONDITIONS OF RFQ/P #15-02-CRA, SELECTING _____ TO ENTER INTO NEGOTIATIONS FOR A DEVELOPMENT AGREEMENT FOR MASTER DEVELOPMENT SERVICES FOR 22.7 ACRES OF VACANT LAND COMMONLY KNOW AS COMMERCE PARK (15 minute presentations by each applicant)
March 15, 2016 (Director's reporting)	The process for developer Request for Qualifications and Proposals (RFQ/P) Legal Notice required for the solicitation of submittals has been completed and has resulted in the selection of American Land Ventures by the CRA board to proceed to Step II Development Agreement negotiation. The required $50,000 good faith development negotiation deposit fee was paid to the CRA by American Land Ventures (ALV) on February 29, 2016 to begin the negotiation process wherein a Development Agreement will be crafted for future consideration and approval by the CRA Board. At that meeting, a bi-weekly series of continuing negotiations sessions were also scheduled to guide efforts moving forward to craft a Development Plan and Agreement for consideration by the CRA Board at a future date.

	On Thursday, March 10th, 2016 City and CRA staff, along with Mr. Leigh Kerr (ALV Planning Consultant), met with Broward Planning Council staff to evaluate the Conceptual Plan for the project against existing zoning regulations that which will generate the details that must be reflected in a Development Agreement and Site Plan for evaluation by the CRA Board. The next meeting for project design to move forward with the generation of a development agreement is scheduled for Wednesday, March 23, 2016.
March 15, 2016 (Agenda)	MOTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS TO SELECT A FIRM THAT WILL ACT AS A NEGOTIATOR, ANALYST AND ADVISOR ON THE DEVELOPMENT OF THE CRA OWNED PROPERTY LOCATED ON NORTHWEST 31 AVENUE AND OAKLAND PARK BOULEVARD AND EXECUTE AN AGREEMENT WITH THE SELECTED FIRM
April 19, 2016 (Agenda)	PRESENTATION AND SELECTION OF A FIRM TO PROVIDE REAL ESTATE FINANCIAL ADVISORY SERVICES IN CONNECTION WITH THE CRA OWNED PROPERTY LOCATED ON THE SOUTHWEST CORNER OF OAKLAND PARK BOULEVARD AND NORTHWEST 31 AVENUE (10 minute presentations)
May 10, 2016 (Agenda)	CRA RESOLUTION 2016-15 AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN THE AGENCY AND CARRAS COMMUNITY INVESTMENT, INC. TO PROVIDE REAL ESTATE ADVISORY SERVICES TO THE AGENCY FOR THE COMMERCE PARK PROJECT FOR AN AMOUNT NOT TO EXCEED $15,000

June 21, 2016 (Agenda)	CRA RESOLUTION 2016-20 AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND THE FLORIDA ATLANTIC UNIVERSITY ON BEHALF OF THE JOHN SCOTT DAILEY FLORIDA INSTITUTE OF GOVERNMENT AT FLORIDA ATLANTIC UNIVERSITY TO CONDUCT AN INVENTORY AND STUDY OF TREES LOCATED ON THE AGENCY PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OAKLAND PARK BOULEVARD AND NORTHWEST 31ST AVENUE FOR AN AMOUNT NOT TO EXCEED TWENTY THREE THOUSAND DOLLARS ($23,000.00)
July 19, 2016 (Agenda)	DISCUSSION OF PROPOSED/REVISED COMMERCE PARK SITE PLAN/MODIFICATIONS REQUESTED BY CRA BOARD
August 16, 2016 (Agenda)	PRESENTATION, DISCUSSION AND APROVAL OF REVISED COMMERCE PARK SITE PLAN (“FINAL”)
October 18, 2016 (Agenda)	CRA RESOLUTION 2016-35 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY (“CRA”), AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ANDERSON AND CARR TO COMPLETE AN APPRAISAL OF THE COMMERCE PARK PROPERTY FOR THE AMOUNT OF $6,000.00 CRA RESOLUTION 2016-36 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXPEND AN AMOUNT NOT TO EXCEED $30,000.00 FOR CERTAIN PREDEVELOPMENT COSTS FOR DEVELOPMENT OF THE LAND COMMONLY KNOWN AS COMMERCE PARK

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND CARRAS COMMUNITY INVESTMENT, INC.

This Contract is made as of this 10th day of May, 2016 by and between the LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, referred to as "CRA", and CARRAS COMMUNITY INVESTMENTS, INC., a Florida corporation, hereinafter referred to as the "CONSULTANT".

WHEREAS, The Agency is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Lauderdale Lakes; and

WHEREAS, in accordance with the provisions of the Agency's procurement policies, and with the assistance of the City Purchasing Department, staff solicited Requests for Qualifications for the provision of professional services for real estate advisory services (the "Services") throughout the City and within the community redevelopment area; and

WHEREAS, CONSULTANT was selected by the Board of Commissioners as the firm to provide the Services; and

WHEREAS, the City has contracted with CONSULTANT based upon the qualifications and price proposal submitted in response to a competitive Request for Qualifications process; and

WHEREAS, the CONSULTANT desires to provide such services to the CRA and the CRA desires to engage the services of the CONSULTANT as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CRA and the CONSULTANT agree as follows:

ARTICLE 1 – SERVICES AND FEES

The CONSULTANT'S responsibility under this Contract is to provide the following Services, at the direction of the CRA:

a. Discussions and negotiations with the selected developer for the Project;
b. Project feasibility analysis;
c. Pro forma Analysis;
d. Public/Private negotiations;
e. Ensuring that the proposed development of the Project is consistent with the proposd conceptual Master Plan;

f. Ensuring that the CRA receives the appropriate level of return on the land investment as related to the agreed mix of land uses and density;
g. Structuring fiscal and community impact studies; and
h. Other real estate advisory services as directed by CRA

The CRA'S representative/liaison during the performance of this Contract shall be J. Gary Rogers, CRA Executive Director.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon a receipt of a notice to proceed from the CRA.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CRA agrees to compensate the CONSULTANT at the hourly rate of $225.00 an hour for the principal, James Carras and $125.00 an hour for research assistants the total not to exceed $15,000.

B. Payments – Invoices from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CRA within thirty days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CRA requires clarification or a correction of the invoice. The invoices will be sent to the CRA Office for payment approval. Invoices will normally be paid within thirty (30) days following CRA approval.

C. Final Invoice - In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'S final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONSULTANT and the CRA shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 – TERM OF CONTRACT

The term of this agreement shall be until the services are rendered unless terminated earlier pursuant to the terms of this Agreement..

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONSULTANT upon fifteen (15) days prior written notice to the CRA'S representative. In the event of substantial failure by the CRA to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CRA fails to cure same within that fifteen (15) day period. This Contract may also be terminated,

in whole or in part, by the CRA Board of Commissioners, **with or without cause**, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CRA'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CRA, the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the CRA.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CRA.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field(s).

The CONSULTANT agrees that it is fully responsible to the CRA for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the CRA.

All of the CONSULTANT'S personnel (and all subconsultants) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CRA reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities and approve all proposal of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to

complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the CRA.

If subconsultant(s) are used, the CONSULTANT shall use only licensed and insured subconsultant(s). All subconsultants shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONSULTANT shall be responsible for the performance of all subconsultants.

ARTICLE 8 - FEDERAL AND STATE TAX

The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the CONSULTANT authorized to use the CRA'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANTs. The CRA shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 10 - INDEMNIFICATION

To the extent allowed by law, the CONSULTANT shall indemnify and hold harmless the CRA, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the CRA, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the

paragraph above and for which the CRA, its agents, officers, or employees are alleged to be liable.

CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CRA to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The CRA and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CRA nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the CONSULTANT.

ARTICLE 12 – VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract shall be Broward County, Florida.

ARTICLE 13-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT

further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CRA'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the CONSULTANT. The CRA agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CRA shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the CONSULTANT under the terms of this Contract

ARTICLE 15 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subCONSULTANTs and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CRA shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subCONSULTANTs' fault or negligence, as determined by the CRA, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CRA'S rights to change, terminate, or stop any or all of the work at any time.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 16 - INDEBTEDNESS

The CONSULTANT shall not pledge the CRA'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CRA'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CRA under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CRA or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CRA'S prior written consent unless required by a lawful order. All schedules drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CRA'S expense shall be and remain the CRA'S property and may be reproduced and reused at the discretion of the CRA.

The CRA and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services and activities under this Contract, an Independent CONSULTANT, and not an employee, agent, or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CRA shall be that of an Independent CONSULTANT and not as employees or agents of the CRA.

The CONSULTANT does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CRA shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 22 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CRA'S representative upon request.

The CONSULTANT shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or CRA agency.

ARTICLE 24 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this

Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - MODIFICATIONS OF WORK

The CRA reserves the right to make both minor and substantial changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CRA'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CRA of any estimated change in the completion date; and (3) advise the CRA if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CRA so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CRA'S decision to proceed with the change.

If the CRA elects to make a substantial change, the CRA shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the BOARD OF COMMISSIONERS FOR THE CRA OF RIVIERA BEACH or its designated representative.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CRA shall be mailed to:

Attn: J. Gary Rogers, Executive Director
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599

With a copy to:

J. Michael Haygood
J. MICHAEL HAYGOOD, PA
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

and if sent to the CONSULTANT shall be mailed to:

Carras Community Investment, Inc.
330 Himmarshee Street, Suite 203
Fort Lauderdale, Florida 33312
Attn: James Carras, Principal

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CRA and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 28 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CRA'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CRA or employees of the CRA, the CONSULTANT shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CRA, the CRA'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONSULTANT shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CRA.

ARTICLE 29 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 30 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 31 - WAIVER

Failure of the CRA to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the CRA'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 32 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 33 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CRA may at its option and without notice terminate this Contract.

ARTICLE 34 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, the CONSULTANT hereby represents to the CRA that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 35 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 36 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of completion of Marina District Event Program Request For Proposal Preparation. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract and the Scope of Services. To the extent that there exists a conflict between this Contract and the Scope of Services, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 37 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the Board of Directors of the Lauderdale Lakes Community Redevelopment Agency or its designated representative.

ARTICLE 38 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 39 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 40 - WAIVER OF SUBROGATION

CONSULTANT hereby waives any and all rights to Subrogation against the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 41 - RIGHT TO REVIEW

The CRA, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CRA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 42- FLORIDA PUBLIC RECORDS ACT

The Consultant shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.

(b) Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the CRA all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.

Section 42. <u>Insurance</u>

A. Prior to execution of this Contract by the AGENCY the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the AGENCY 'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of $1,000,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or Contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the Ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the AGENCY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the AGENCY as an "Additional Insured".

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

By: Sharon Houslin
Name: Sharon Houslin
Title: Secretary

Lauderdale Lakes Community Redevelopment Agency

By: _____
Name: Patricia Williams
Title: Chairperson

Approved as to form:

By: _____
J. Michael Haygood
AGENCY Attorney

BROWARD COUNTY FLORIDA
SEAL OF CITY OF LAUDERDALE LAKES CRA

ATTEST:

_____

Consultant

Carras Community Investment, Inc.

By: _____
Name: JAMES CARRAS
Title: PRINCIPAL

APPROVED

RESOLUTION 2016-15

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN THE AGENCY AND CARRAS COMMUNITY INVESTMENT, INC. TO PROVIDE REAL ESTATE ADVISORY SERVICES TO THE AGENCY FOR THE COMMERCE PARK PROJECT FOR AN AMOUNT NOT TO EXCEED $15,000; DIRECTING AND AUTHORIZING THE CHAIRMAN 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 Plan provides for the redevelopment of the Commerce Park property which was purchased by the Agency (the "Project"); and

WHEREAS, in accordance with the provisions of the Agency's procurement policies, and with the assistance of the City Purchasing Department, staff solicited Requests for Qualifications for the provision of professional services in the areas of real estate advisory services for the Project; and

WHEREAS, four (4) firms responded to the Request for Qualifications; and

WHEREAS, Carras Community Investments, Inc. was ranked as the number one (1) firm to provide the services identified in the Request for Qualifications; and

WHEREAS, the Agency desires to retain Carras Community Investments, Inc. to provide real estate advisory services for the Project.

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 TO EXECUTE AGREEMENT: The Chairman and Secretary are hereby authorized to execute the agreement with Carras Community Investments, Inc. in substantially the form attached hereto as Exhibit "A" (the "Agreement").

Section 3. AUTHORIZATION AND DIRECTION: The Chair, 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 4. 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 May 10, 2016.

BROWARD COUNTY, FLORIDA ★ SEAL OF CITY OF LAUDERDALE LAKES ★ INCORPORATED 1961

PATRICIA WILLIAMS, CHAIRPERSON

ATTEST:

SHARON HOUSLIN, SECRETARY

BROWARD COUNTY, FLORIDA ★ SEAL OF CITY OF LAUDERDALE LAKES CRA ★

VOTE:

Chairperson Patricia Williams	X (For)	____ (Against)	___ (Other)
Vice-Chairperson Beverly Williams	X (For)	____ (Against)	___ (Other)
Commissioner Edwina Coleman	X (For)	____ (Against)	___ (Other)
Commissioner Gloria Lewis	___ (For)	____ (Against)	X (Other)
Commissioner Eileen Rathery	X (For)	____ (Against)	___ (Other) Absent
Commissioner Barrington A. Russell, Sr.	X (For)	____ (Against)	___ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: Yes

Title

CRA RESOLUTION 2017-005 OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE FIFTH AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT AND DISPOSITION OF PROPERTY BETWEEN OAKLAND DEVELOPMENT PARTNER, LLC TO SUCCESSOR IN TITLE TO UNITED HOMES OF LAUDERDALE LAKES, INC. AND LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY

Summary

This Resolutions authorizes the execution of the Fifth Amendment to the Agreement for development and disposition of property between Oakland Development Partner, LLC to successor in title to United Homes of Lauderdale Lakes, Inc. and Lauderdale Lakes Community Redevelopment Agency.

Staff Recommendation

Background:

Oakland Development Partner LLC (Developer) has requested that the Agency agree to an amendment to the Final Site Plan by the City of Lauderdale Lakes to reflect a new unit configuration for the Developer's Project to include 319 apartment units, which will be comprised of 42 three bedroom units, 205 two bedroom units and 132 one bedroom units.

Funding Source:

Not Applicable

Sponsor Name/Department: J. Gary Rogers- CRA Executive Director

Meeting Date: 1/17/2017

ATTACHMENTS:

	Description	Type
	CRA Resolution 2017-005 - Oakland Development Partner, LLC	Resolution
	CRA Resolution 2017-005 - Color Site Plan	Backup Material
	CRA Resolution 2017-005 - Building Elevations	Backup Material
	CRA Resolution 2017-005 - Elevation Complete	Backup Material
	CRA Resolution 2017-005 - Elevation East	Backup Material
	CRA Resolution 2017-005 - Elevation West	Backup Material

CRA RESOLUTION 2017-005

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE FIFTH AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT AND DISPOSITION OF PROPERTY BETWEEN OAKLAND DEVELOPMENT PARTNER, LLC TO SUCCESSOR IN TITLE TO UNITED HOMES OF LAUDERDALE LAKES, INC. AND LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY; DIRECTING AND AUTHORIZING THE CHAIRMAN 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, Agency and United Homes International, Inc., the predecessor in interest to Oakland Development Partner, LLC ("Developer") entered into an Agreement for Development and Disposition of Property dated February 8, 2005; which was amended by a First Amendment to Agreement for Development and Disposition of Property dated January 20, 2006 ("First Amendment"), and further amended by Second Amendment to Agreement for Development and Disposition of Property dated January 26, 2008 ("Second Amendment"), Third Amendment to Agreement for Development and Disposition of Property dated July 25, 2008 ("Third Amendment"), and Fourth Amendment to Agreement for Development and Disposition of Property dated July 21, 2010 ("Fourth Amendment") (collectively the "Agreement"); and

WHEREAS, the Developer and the Agency have agreed to amend the Agreement as set forth in the attached Agreement; and

WHEREAS, the CRA has determined that it is in the public interest and in furtherance of the Plan to approve the proposed Fourth Amendment to Agreement for Development and Disposition of Property.

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 Chair and the Secretary are hereby authorized and directed to execute the Fifth Amendment to Agreement for Development and Disposition of Property substantially in the form attached hereto as Exhibit A.

Section 4. AUTHORIZATION AND DIRECTION: The Chair, 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 JANUARY 17, 2017.

_____
BEVERLY WILLIAMS, CHAIRPERSON

ATTEST:

_____
SHARON HOUSLIN, SECRETARY

VOTE:

Chairperson Beverly Williams	____(For) _____(Against) ___(Other)
Vice-Chairperson Sandra Davey	____(For) _____(Against) ___(Other)
Commissioner Veronica Edwards Phillips	____(For) _____(Against) ___(Other)
Commissioner Gloria Lewis	____(For) _____(Against) ___(Other)
Commissioner Hazelle Rogers	____(For) _____(Against) ___(Other)

SITE INFORMATION			
Site Area:	**EDC Plat**	**United Homes at Bella Vista Plat**	**Total**
	23.06 acres (1,004,582 sf)	6.34 acres (276,081 sf)	29.40 acres (1,280,663 sf)

Existing Zoning: TN PUD
Land Use Designation: LAC
Type of Use: Residential Apartment
FFA Type of Construction: Type 3B/Type 1.1B
Fully Sprinklered Building

PLOT COVERAGE			
Requires: 40% (512,262 sf)			
Approved		Proposed	
377,375 sf	28.70%	325,914 sf	25%

OPEN SPACE			
Including Pervious Area			
Approved		Proposed	
573,595 sf	44.50%	447,716 sf	35%

VEHICULAR USE AREA			
Approved		Proposed	
347,880 sf	26.80%	507,032 sf	40%

REGULATORY GUIDELINES			
Off Street Parking			
Type of Use	Required	Approved	Proposed
Residential	1,062 sp (543.1b1)	1,500 sp	1,052 sp (543.1b1)
Commercial	94 sp	Incl in approved total	none proposed *Note 1
Type of Parking Provided	Approved	Totals Proposed	
In Garages (incl tandem)	755 sp	134 sp	
Surface	511 sp	743 sp	
At Townhomes	172 sp	128 sp	
Under 'D' Bldg	62 sp	removed	
On Street Parking	31 sp	31 sp	
Totals	**1,500 sp**	**1,052 sp**	**Note 2

** Note 1: No commercial use proposed*
*** Note 2: Exclusive of the parking easement consisting of 53 spaces allocated for the Library*

Unit Mix Breakdown			
Type of Unit	Approved	Proposed	% of Total Proposed
Proposed Apartments			
1BD	20	66	12%
2BD	297	201	37%
3BD	0	52	10%
Sub-Total	317	**319**	
Approved Townhomes			
2BD TH	92	92	17%
3BD TH	132	132	24%
Sub-Total	224	**224**	
Totals	**541 du**	**543 du**	100%
Bldg Types			
Existing Bldg Type			
Building Type	# units/bldg	# Bldgs	Total Units
Type C	10du/12du/14du/15du	10	132 du
Type D	6du/10du	10	92 du
Totals		**20 bldgs**	**224 du**
Proposed New Bldg Types			
Building Type	# units/bldg	# Bldgs	Total Units
Type I	24	1	24
Type II	27	1	27
Type III	57	1	57
Type IIIA	63	1	63
Type IV	37	4	148
Totals		**8 bldgs**	**319 du**
Grand Totals		**28 bldgs**	**543 du**

Proposed New Unit Areas:	
Unit Type	**Unit Area (A/C)**
1 BD	
A1 (1bd/1bth)	613 sf
B1 (1bd/1bth)	704 sf
2 BD	
C1 (2bd/1bth)	1,064 sf
D1/D2/D3 (2bd/2bth)	1,158 sf
3 BD	
E1/E2	1,337 sf

SITE NOTES:

NORTH

MASTER SITE PLAN

SCALE: 1"=80'-0"

REVISIONS	BY
SITE PLAN SUBMITTAL 08/05/16	
SITE PLAN RESUBMITTAL #1 11/14/16	

BELLA VISTA
CITY OF LAUDERDALE LAKES,
BROWARD COUNTY, FLORIDA
FOR:
UNITED HOMES INTERNATIONAL
@ LAUDERDALE LAKES, INC.

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
AA0003066
MIAMI OFFICE
7895 SW 104th ST.
SUITE 103
MIAMI, FLORIDA 33156
(305) 273-9911
HOLLYWOOD OFFICE
3000 HOLLYWOOD BLVD.
HOLLYWOOD, FLORIDA 33020
(954) 925-6030

MSA ARCHITECTS
ARCHITECTURE & PLANNING

COPYRIGHT © 2016 MSA ARCHITECTS, INC. THE ARCHITECTURAL PLANS AND DETAIL DESIGN INCLUDED IN THIS BUILDING APPLICATION PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. DUPLICATION OF THESE PLANS WITHOUT WRITTEN PERMISSION IS PROHIBITED.

DRAWN	
CHECKED	
DATE	
SCALE	AS SHOWN
JOB NO.	1733.0.PRJ
PROGRESS SET	09/27/16

MSP-1

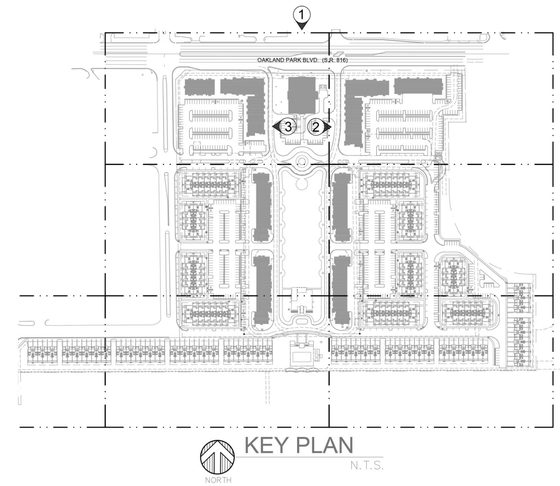
OF SHEETS

Bella Vista

BUILDING ELEVATIONS

3 Building III - Side Elevation

Scale: 1" = 10'-0"



KEY PLAN

N.T.S.

2 Building IIIA - Side Elevation

Scale: 1" = 10'-0"

COLOR SCHEME

A	B	C
MAIN STUCCO SW 7102 WHITE FLOUR	TRIMS SW 7567 NATURAL TAN	BASE SW 7547 SANDBAR
D	**E**	**F**
ACCENT 1 SW 9012 POLVO DE ORO	ACCENT 2 SW 6382 CEREMONIAL GOLD	FACIA & GARAGE DOOR SW7510 CHATEAU BROWN

BARREL TILE - BLENDED COLOR

ALUMINUM PICKET RAILING & FOAM BRACKET

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PROJECT #
DATE

EXH-2

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S.E.VIEW FROM OAKLAND PARK BLVD.

REVISIONS	BY

BELLA VISTA

CITY OF LAUDERDALE LAKES,
BROWARD COUNTY, FLORIDA
FOR:
UNITED HOMES INTERNATIONAL
© LAUDERDALE LAKES, INC.

GEORGE L. MOURIZ
AR0007806

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MSA ARCHITECTS, INC.
AAC000895
MIAMI OFFICE
7205 SW 104th ST.
SUITE 100
MIAMI, FLORIDA 33156
(305) 273-9911
HOLLYWOOD OFFICE
103 SOUTH 21st AVE
HOLLYWOOD, FLORIDA 33020
(954) 925-6030

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CHECKED	-
DATE	-
SCALE	AS SHOWN
JOB NO.	1733.0.PRJ

EX-1

OF SHEETS

Bella Vista

OAKLAND PARK BLVD. STREET ELEVATION

SCALE: 1" = 20'-0"

PROJECT #
DATE

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EXH-3A

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Bella Vista

OAKLAND PARK BLVD. STREET ELEVATION

MATCH LINE

SCALE: 1" = 20'-0"

PROJECT #
DATE

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EXH-3B

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