



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

City Commission Chambers

September 19, 2023

5:30 PM

Please join the meeting via Zoom

<https://us06web.zoom.us/j/86730213318>

Please join the meeting via telephone:

1 305 224 1968 or 1 312 626 6799

Meeting ID: 867 3021 3318

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **MINUTES FROM PREVIOUS MEETING**
 - A. JULY 18, 2023 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
4. **PUBLIC COMMENT (LIMITED TO 2 MINUTES-MUST SIGN IN WITH CLERK)**
5. **EXECUTIVE DIRECTOR REPORT**
 - A. REPORT FROM THE CRA EXECUTIVE DIRECTOR
This is a report highlighting the CRA activities and projects during the month of August 2023.
6. **FINANCE DIRECTOR REPORT**
 - A. CRA RESOLUTION 2023-020 RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2023, PERIOD 10 AND 11 (JULY AND AUGUST) FINANCIAL ACTIVITY REPORTS
This resolution serves to ratify the July and August 2023 (Period 10 and 11) Financial Activity Reports 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 2023-016 AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT FOR CASSIA COMMONS BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND PULTE HOME COMPANY, LLC, A COPY ATTACHED AS

EXHIBIT "A"

This is an adopted resolution authorizing the Agency to enter into a Development Agreement with Pulte Home Company, LLC related to the development project known as Cassia Commons located at the southwestern corner of Somerset Drive and NW 30 Street (Lauderdale Lakes 33311). Exhibit B highlights the designated housing units for this initiative.

B. CRA RESOLUTION 2023-017 AMENDING THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM

This is an adopted resolution approving an amendment to the Lauderdale Lakes Community Redevelopment Agency (CRA) Homebuyer Purchase Assistance Program. As requested, the legal documents for the buyer are provided specifically to review the recapture provisions. Upon approval, staff will proceed with developing the documents necessary and implement the Homebuyer Purchase Assistance Program.

12. NEW BUSINESS

A. CRA RESOLUTION 2023-021 AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND CITY OF LAUDERDALE LAKES FOR THE PROPERTY COMMONLY KNOWN AS THE IRELAND PROPERTY ATTACHED HERETO AS EXHIBIT A

This is a resolution authorizing the execution of a lease agreement with the City of Lauderdale Lakes to extend the lease associated with the site known as the Ireland Property.

B. CRA RESOLUTION 2023-022 AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND CITY OF LAUDERDALE LAKES FOR THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF NW 31ST AVENUE AND 40TH STREET

This is a resolution authorizing the execution of a lease agreement between the Lauderdale Lakes Community Redevelopment Agency and the City of Lauderdale Lakes to extend the lease associated with the property located at the southwest corner of NW 31st Avenue and NW 40th Street.

C. CRA RESOLUTION 2023-023 APPROVING AND ADOPTING A BUDGET FOR THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024, COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; APPROPRIATING FUNDS FOR THE OPERATION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024

This is a resolution adopting the Fiscal Year 2024 Budget. The proposed budget is presented for review and consideration.

13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS

14. ADJOURNMENT

Chairperson Veronica Edwards Phillips - Vice Chairperson Karlene Maxwell-Williams
Commissioner Tycie Causwell - Commissioner Mark Spence - Commissioner Sharon Thomas

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

JULY 18, 2023 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

Summary

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 9/19/2023

ATTACHMENTS:

Description

Type

□ July 18, 2023 CRA Meeting Minutes

Minutes



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 MINUTES
City Commission Chambers
July 18, 2023
5:30 PM

1. CALL TO ORDER

CRA Secretary Venice Howard called the July 18, 2023 Community Redevelopment Agency meeting to order at 5:30 p.m.

2. ROLL CALL

PRESENT

Board Member Tycie Causwell
Board Member Mark Spence
Board Member Sharon Thomas

ABSENT

Chairperson Veronica Edwards Phillips
Vice Chairperson Karlene Maxwell-Williams

ALSO PRESENT

CRA Administrator Treasa Brown Stubbs
CRA Executive Director Celeste Dunmore
CRA Attorney Michael Haygood
CRA Secretary Venice Howard
City Staff

CRA Administrator Brown Stubbs stated that at this time, nominations will be made to appoint a presiding Chairperson to conduct the meeting in absence of the Chairperson and Vice Chairperson.

Board Member Causwell made a motion to appoint Board Member Spence as the Chairperson.

FOR: Board Member Tycie Causwell, Board Member Mark Spence, Board Member Sharon Thomas

Motion passed: 3-0

3. MINUTES FROM PREVIOUS MEETING

A. JUNE 20, 2023 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

Board Member Causwell made a motion to approve the June 20, 2023 CRA Meeting Minutes.

Chairperson Spence requested a roll call:

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas

Motion passed: 3-0

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

There were no public comments.

5. EXECUTIVE DIRECTOR REPORT

A. REPORT FROM THE CRA EXECUTIVE DIRECTOR

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

Economic Development Manager, Vielka Buchanan, provided an update on the Broward SCORE program and the response from Florida Medical Center (FMC) regarding the commercial facade improvement program. Ms. Buchanan stated that outreach efforts were done regarding the commercial exterior and interior improvement program. She spoke to Mr. Michael Bell, President of FMC, who stated that they appreciate the grant and the hospital itself will be going through some improvements.

Ms. Buchanan stated that the next workshop for the Broward SCORE program will be in September. The courses are related to business development.

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

Commerce Park / Somerset Drive - to date, there have been 77 closings.

Commercial Facade Improvement Program (CFIP) - staff has spoken with additional owners that plan to apply for program funds.

Northwest 31 Avenue (including adjacent roads) - the sixth program file has been closed. There are pending funding requests.

Town Center Master Plan Development - viable projects will be presented through the regulatory planning process.

CRA CIP Master Plan - the Redevelopment Plan Modification Request for Proposal was revised and sent for rebid. Proposals are currently under evaluation.

Board Member Thomas asked if painting was considered an improvement.

Ms. Dunmore stated that painting is included in the improvement. She explained all of the approved improvements.

Board Member Causwell asked about the amount of money the CRA contributes to the program for each improvement.

Ms. Dunmore stated that the CRA contributes up to \$44,000 for each improvement.

Public Works Director, Ron Desbrunes, provided an update on the following CRA projects:

Trailhead Park Trailhead Park Project - the contractors are on site. The project should be completed by the end of December 2023 per the contractor. They are on schedule to complete the project on time.

Somerset Drive Roundabout Project - the CRA Board approved the contractor. The contractor is working on obtaining the permits.

6. FINANCE DIRECTOR REPORT

A. CRA RESOLUTION 2023-015 RATIFYING THE CITY MANAGER'S FILING OF THE

AGENCY'S FISCAL YEAR 2023, PERIOD 9 (JUNE) FINANCIAL ACTIVITY REPORT.

This resolution serves to ratify the June 2023 (Period 9) Financial Activity Report provided by the Financial Services Department.

CRA Attorney Haygood, read CRA Resolution 2023-015 by title:

CRA RESOLUTION 2023-015

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGENCY') RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2023, PERIOD 9 (JUNE) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES, A COPY IS ATTACHED HERETO AS EXHIBIT A, WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Thomas made a motion to move CRA Resolution 2023-015 to the floor for discussion.

FOR: Chairperson Mark Spence Board Member Tycie Causwell, Board Member Sharon Thomas.

Director of Financial Services, Asheley Hepburn, informed the Board that as of July 5, 2023, the CRA revenue is at 35% and the expenditure is at 9%. The CRA tax increment financing receipts were received in December from the City, Broward County, North Broward Hospital District and Children's Services Council. The City has collected approximately 100% at \$4,470,483, which represents payment prior to due date and results in the tax payer receiving a discount. The City's forbearance repayment to the CRA is budgeted at \$210,000 and payment was received from the City in December. The CRA Miscellaneous revenues balance of \$660,452 as a result of payments from the developer of Cassia Estates. The CRA's bank balances remain positive for a total of \$16,072,840. There is approximately \$4 million more in the fund this year than last year.

Board Member Thomas made a motion to approve CRA Resolution 2023-015.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas.

Motion passed: 3-0

7. CHAIRMAN REPORT

There was none.

8. COMMITTEE REPORTS : STANDING

9. COMMITTEE REPORTS : AD HOC

10. LEGAL REPORT

11. OLD BUSINESS

A. CRA RESOLUTION 2023-013 APPROVING A MODIFIED COMMERCIAL FACADE IMPROVEMENT PROGRAM ("THE PROGRAM") ATTACHED HERETO AS EXHIBIT "A"

This is a resolution approving the modified Lauderdale Lakes Community Redevelopment Agency Commercial Facade Improvement Program Design. Upon approval, staff will proceed with developing the documents necessary to implement the Commercial Facade Improvement Program.

CRA Attorney Haygood, read CRA Resolution 2023-013 by title:

CRA RESOLUTION 2023-013

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") APPROVING A MODIFIED COMMERCIAL FACADE IMPROVEMENT PROGRAM ("THE PROGRAM") ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CHAIRPERSON AND EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS CONSISTENT WITH THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Thomas made a motion to move CRA Resolution 2023-013 to the floor for discussion.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas.

Ms. Dunmore stated that under the Commercial Facade Improvement Program, the eligible improvements include exterior improvements plus any of the following improvements, as an ancillary improvement only, painting, windows, doors, awnings / window banding, lighting features, landscape improvements and irrigation, parking lot improvements, signage (all signs on the building and property, reconstruction/redesign of facade areas in conformity with adopted architectural guidelines).

Ms. Dunmore further stated that the approved program applicant can receive up to fifty percent of the eligible project costs in relation to the budget allocation. However, up to seventy five of the eligible project costs may be considered upon meeting certain criteria outlined in this program design. She informed about the required documentation as well.

Board Member Thomas made a motion to approve CRA Resolution 2023-013.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas.

Motion passed: 3-0

B. DISCUSSION REGARDING THE COMMUNITY REDEVELOPMENT AGENCY EXISTING DEBT

This is a discussion regarding the existing Community Redevelopment Agency's debt obligation.

Mr. Hepburn stated that the CRA has two outstanding debts: Note #91 which has a maturity date of April 2025 and Note #117 which has a maturity date of June 2024. The balance for Note #91 will be \$1,102,257 as of September 30, 2023. The interest paid with this note in 2024 will be \$42,164.33 and in 2025 will be \$28,107.25. The balance for Note #117 as of June 30, 2023 is \$254,998 with an interest of \$2081.

12. NEW BUSINESS

A. CRA RESOLUTION 2023-016 AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT FOR CASSIA COMMONS BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND PULTE HOME COMPANY, LLC, A COPY ATTACHED AS EXHIBIT "A"

This resolution authorizes the Agency to enter into a Development Agreement with Pulte Home Company, LLC related to the development project known as Cassia Commons located at the southwestern corner of Somerset Drive and NW 30 Street (Lauderdale Lakes 33311).

CRA Attorney Haygood, read CRA Resolution 2023-016 by title:

CRA RESOLUTION 2023-016

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT FOR CASSIA COMMONS BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY

AND PULTE HOME COMPANY, LLC, A COPY ATTACHED AS EXHIBIT "A"; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Board Member Thomas made a motion to move CRA Resolution 2023-016 to the floor for discussion.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas

Ms. Dunmore stated that the CRA's Budget includes funding for the Development Assistance Program through redevelopment incentives. On November 15, 2022, a Development Assistance Program funding request was submitted by Pulte Home Company, LLC. The CRA Board of Commissioners approved the allocation of funds towards the construction of four townhomes within the Cassia Commons development. As part of the agreement, the four homes were reserved for qualified buyers from the Lauderdale Lakes CRA Homebuyer Purchase Assistance Program or Broward County's Homebuyer Purchase Assistance Program. In May 2023, the representatives of Pulte Home Company, LLC presented an alternative in alignment with the Lauderdale Lakes CRA's intent of creating homeownership opportunities. The negotiated considerations are as follows:

Four designated homes would be reserved for the Lauderdale Lakes CRA to identify a buyer for a period of one year from the later of:

- 1) issuance of the certificate of occupancy; or
- 2) fully executed development agreement date.

The sales price will not exceed \$390,000 from \$400,000. The required deposit/down payment will be no more than 3% of the sales price.

Ms. Dunmore stated that Pulte agrees to contribute a \$5,000 credit towards the buyer's closing costs. The pre-determined optional features would be included within the maximum sale price. The Development Assistance Program funds will not be allocated towards the Cassia Commons townhome development with the newly proposed request from Pulte Home Company, LLC. There is the understanding that a recapture clause will be one of the provisions in the agreement between the Lauderdale Lakes CRA and homebuyer if there is a change in residence, title or financing. The designated housing units must be restricted to buyers with a total household income not to exceed 140% of Area Median Income (AMI). The recapture agreement would be satisfied after a specified period of time from the closing date.

Mr. Haygood stated that the potential buyers must have completed the HomeBuyers program.

Board Member Thomas asked if the HOA fees will be covered by the CRA.

Ms. Dunmore stated that the CRA will cover the HOA fees during the pre-purchase but the owner will be responsible after the purchase.

Board Member Causwell asked about the maximum amount of people allowed to live in the residence.

Andrew Maxey of Pulte Homes stated that there is no maximum for the amount of people who can live in the property.

Chairperson Spence asked if the homes have to be occupied within a certain timeframe.

Ms. Dunmore stated the certificate of occupancy is good for one year.

Board Member Thomas made a motion to approve CRA Resolution 2023-016 with the changes that have been made from \$400,000 to \$390,000.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas

Motion passed: 3-0

B. CRA RESOLUTION 2023-017 AMENDING THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM

This is a resolution approving an amendment to the Lauderdale Lakes Community Redevelopment Agency (CRA) Homebuyer Purchase Assistance Program. Upon approval, staff will proceed with developing the documents necessary to facilitate the Homebuyer Purchase Assistance Program.

CRA Attorney Haygood, read CRA Resolution 2023-017 by title:

CRA RESOLUTION 2023-017

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AMENDING THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM ("THE PROGRAM") ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CHAIRPERSON AND EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS CONSISTENT WITH THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Thomas made a motion to move CRA Resolution 2023-017 to the floor for discussion.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas.

Ms. Dunmore stated that the Lauderdale Lakes CRA Homebuyer Purchase Assistance Program is open to first-time homebuyers that meet one of the following:

Completed the 2022 City of Lauderdale Lakes Homebuyer Ready Club; received a recent Award Letter from the Broward County Homebuyer Purchase Assistance Program (facilitated on behalf of the City of Lauderdale Lakes). If there are no qualified buyers from the Homebuyer Ready Club and Broward County Purchase Assistance Program, the Lauderdale Lakes CRA Homebuyer Purchase Assistance Program will be open to qualified buyers from the public.

Ms. Dunmore stated that the eligibility requirements are that the applicant must have total household income that is between 51% and 140% of Area Median Income for the current fiscal year. Other underwriting criteria, such as debt ratio, loan to value (LTV) and combined loan to value (CLTV) will coincide with Broward County's Purchase Assistance Program requirements. The homes considered for purchase must be located in the CRA District and located in a new residential development in alignment with the Lauderdale Lakes CRA Development Assistance Program. The purchase price of the home must not exceed 105% of the maximum sales price limit in Broward County for the current fiscal year.

Ms. Dunmore stated that the terms of the loan include, but are not limited to, the following:

Funds applied to reduce the loan amount, closing costs and/or mortgage interest rate
Deferred payment loan secured by a recorded mortgage and note

Interest Rate: zero percent (0%)

Term: ten years depending on the funding amount

Mortgage not to exceed prime + two (2) points

Loan forgiven (mortgage released) after terms of the agreement are met

In connection with the Lauderdale Lakes CRA Development Assistance Program, designated housing units will be sold to pre-approved buyers through a housing lottery. A pre-scheduled Open House will be held for pre-approved buyers from the Homebuyer Purchase Assistance Program.

Mr. Haygood asked who is going to finance the Cassia Commons project.

Ms. Dunmore stated that Pulte Homes will finance the project. The prospective buyer will identify a lender of their choice.

Ms. Dunmore stated that if the individual sells the home or breaches the agreement via defaulting on

the mortgage, renting the unit, or running a business from the home, then the entire amount will be due.

Consensus was made to table the resolution until certain changes have been made to the contract.

Board Member Thomas made a motion to table CRA Resolution 2023-017.

FOR: Board Member Tycie Causwell, Board Member Mark Spence, Board Member Sharon Thomas.

Motion passed: 3-0

C. CRA RESOLUTION 2023-018 AMENDING THE DEVELOPMENT ASSISTANCE PROGRAM

This is a resolution amending the Development Assistance Program in light of the recent State of Florida legislative changes pertaining to new development.

CRA Attorney Haygood, read CRA Resolution 2023-018 by title:

CRA RESOLUTION 2023-018

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("Agency"), APPROVING AN AMENDMENT TO THE DEVELOPMENT ASSISTANCE PROGRAM ("THE PROGRAM"); AUTHORIZING THE CHAIRPERSON AND EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS CONSISTENT WITH THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Thomas made a motion to move CRA Resolution 2023-018 to the floor for discussion.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas.

Ms. Dunmore stated that the approved program applicant can receive up to fifty percent of the eligible project costs in relation to the budget allocation. For projects that are located within the Town Center Zoning District or Opportunity Zone (CRA area only), the approved program applicant can receive up to seventy five percent of the eligible project costs in relation to the budget allocation. A new residential development incentive, providing up to seventy five percent of the eligible project cost, is offered through this program. The CRA will reimburse up to 75% towards the eligible construction cost of a home that meets the following criteria:

The property owner/developer of a new residential development for owner occupied units must offer at least 10% of the total number of homes at the initial sales price offered by the developer. The initial sales price must not exceed 105% of the maximum sales price limit to receive financial assistance through the Broward County Homebuyer Purchase Assistance Program as determined on an annual basis.

Ms. Dunmore further stated that the agreed upon number of homes would be reserved for the Lauderdale Lakes CRA for a period of one year from the issuance of the certificate of occupancy to identify a prospective buyer that is approved through the City's homeownership program to include: City of Lauderdale Lakes Homebuyer Ready Club or Broward County Homebuyer Purchase Assistance Program (City of Lauderdale Lakes). If there are no qualified buyers from the Homebuyer Ready Club and Broward County Purchase Assistance Program, the Lauderdale Lakes CRA Homebuyer Purchase Assistance Program will be open to qualified buyer from the public. Required Documentation will also include City of Lauderdale Lakes Zoning Determination Letter, if applicable.

Board Member Thomas made a motion to approve CRA Resolution 2023-018.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas.

Motion passed: 3-0

D. CRA RESOLUTION 2023-019 APPROVING A FIRST MODIFICATION TO THE AGREEMENT WITH SAGARIS CORP TO INCLUDE A CONTINGENCY NOT TO EXCEED \$54,309.75 FOR THE SOMERSET DRIVE ROUNDABOUT PROJECT

This is a Resolution approving a first modification to the agreement with Sagaris Corp to include a contingency not to exceed \$54,309.75.

CRA Attorney Haygood, read CRA Resolution 2023-019 by title:

CRA RESOLUTION 2023-019

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY APPROVING A FIRST MODIFICATION TO THE AGREEMENT WITH SAGARIS CORP TO INCLUDE A CONTINGENCY NOT TO EXCEED \$54,309.75 FOR THE SOMERSET DRIVE ROUNDABOUT PROJECT; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Thomas made a motion to move CRA Resolution 2023-019 to the floor for discussion.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas.

The City of Lauderdale Lakes CRA and the City of Lauderdale Lakes released Invitation to Bid #23-6310-01B for the purpose of identifying a qualified contractor to complete the Lauderdale Lakes Community Redevelopment Agency Somerset Drive Roundabout Project per the approved plans and specifications. Specifically, this project involves the construction of a Roundabout along Somerset Drive (near southwestern corner of NW 31 Avenue and Oakland Park Boulevard). The solicitation was provided to 1,955 suppliers and there were 35 plan holders. On March 2, 2023, the solicitation was declared closed. Based on the proposed bids, Sagaris Corp. was found to be the lowest, responsible and responsive bidder. The Somerset Drive Roundabout Project included an extensive scope of work. An amendment to the existing agreement with Sagaris Corp. is requested to include a contingency set aside primarily for permitting or unforeseen costs associated with the project. The contingency amount will not exceed \$54,309.75.

Board Member Thomas made a motion to approve CRA Resolution 2023-019.

FOR: Chairperson Mark Spence, Board Member Tycie Causwell, Board Member Sharon Thomas.

Motion passed: 3-0

13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS

A. DISCUSSION ON A PROPOSED COMMUNITY POLICING INNOVATION INITIATIVE

This is a discussion regarding a proposed Community Policing Innovation initiative.

Ms. Dunmore stated that The Lauderdale Lakes CRA is positioned for redevelopment particularly on commercial properties. There are approximately 65 commercial property owners and over 400 business owners within the CRA redevelopment area. Successful engagement of the business community, law enforcement and the City of Lauderdale Lakes is critical to identifying solutions to reduce criminal/unlawful activity. In alignment with the CRA Redevelopment Plan, there is support for the establishment of a CRA District Directed Security Patrol Project to conduct patrols throughout the CRA area on a random but targeted bases as a means of reducing criminal activity and give a sense of security to local vendors, shoppers and visitors to the commercial areas of the city located within the CRA target area". Services would be over and above the services that are typically provided by the City of Lauderdale Lakes.

The Lauderdale Lakes CRA would enter into an interlocal agreement with the City of Lauderdale Lakes, as the provider of law enforcement services via contractual services with the Broward Sheriff's Office. The term of the interlocal agreement between the Lauderdale Lakes CRA and City of Lauderdale Lakes would be January 1, 2024 through December 31, 2024. In accordance with the interlocal agreement, Lauderdale Lakes CRA funds would be allocated for the Broward Sheriff's Office to implement community policing innovation focused on increasing police presence, building community partnerships and enhancing community engagement within the community redevelopment area. Section 163.361(1) of the Florida Statutes allows for the use of tax increment financing (TIF) for community policing innovation in community redevelopment areas. The Lauderdale Lakes CRA will provide funds based on actual cost incurred not to exceed \$660,000 for the established term, to provide community policing innovation services, in the following manner:

A. Up to \$165,000 per police officer to pay for actual salaries, services and expenditures covering a minimum of four (4) police officers.

Ms. Dunmore explained that the implementation of a Law Enforcement Strategy in the Community Redevelopment Area as follows:

Goal 1: Improve safety and security of businesses in the community redevelopment area Objective 1: Enhance the relationship between the business community and law enforcement, and increase perception of safety through enhanced community policing efforts. Tasks include, but are not limited to: Conduct regular park, walk and talk (PWT) activities in the community redevelopment area; Promote and distribute safety tips and tactics to the business community; Establish a Task Force or related group from the designated community redevelopment area to identify prevalent issues in the business community and seek solutions; Coordinate with the City's Code Compliance Division to enhance code enforcement efforts; Conduct pre-designed crime prevention assessments with business owners and commercial property owners; Establish Business Crime Watch activities; Make contact during citywide activities for the purpose of community relations and information gathering; Work in collaboration with deputies that serve in the same Lauderdale Lakes Broward Sheriff's Office District IV zone.

Chairperson Spence stated he likes the PILOT program and believes the City will benefit from it.

Ms. Brown Stubbs said all parties will be working on this and will bring it back to the Board.

Consensus was made to move forward with the proposed community policing innovation initiative.

14. ADJOURNMENT

Being that there was no other business to come before the City Commission, the Community Redevelopment Agency meeting adjourned at 7:36 p.m.

Veronica Edwards Phillips, Chairperson

ATTEST:

Venice Howard, CMC, Secretary

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

REPORT FROM THE CRA EXECUTIVE DIRECTOR

Summary

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

Staff Recommendation

Background:

(see the attached CRA Executive Director Report)

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 9/19/2023

ATTACHMENTS:

Description	Type
<input type="checkbox"/> CRA Executive Director Report - Month of July/August 2023 1 of 2	Backup Material
<input type="checkbox"/> CRA Executive Director Report - Month of August 2023 2 of 2	Backup Material



COMMUNITY REDEVELOPMENT AGENCY EXECUTIVE DIRECTOR REPORT

THIS REPORT CAPTURES THE COMMUNITY REDEVELOPMENT AGENCY'S PROJECTS AND ACTIVITIES UNDERTAKEN DURING THE MONTH OF JULY/AUGUST 2023.

Commerce Park / Somerset Drive

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

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

Update:

- To date, there have been 77 closings.

Educational and Cultural Center Programming

- The Community Redevelopment Agency through the Business First! Initiative is designed to provide resources, training and networking opportunities at the Educational and Cultural Center (ECC) in partnership with the City of Lauderdale Lakes. The Lauderdale Lakes ECC is an entrepreneurial hub to provide those services and host activities. At the onset of the COVID-19 outbreak, the ECC was closed. Virtual business sessions were held throughout the year. Service Core of Retired Executives (SCORE) continues to offer virtual webinars. In fiscal year 2023, business programs were hosted in the ECC, along with virtual business sessions. Four SCORE business sessions were facilitated.

Update:

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

Commercial Facade Improvement Program (CFIP)

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

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

Update:

- **Staff is working with prospective program applicants that have expressed interest.**

Northwest 31 Avenue (including adjacent roads)

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

- NW 31 Avenue Overlay District (*Tanya Davis Hernandez, Fernando Leiva and Stephen Smith*)
On January 17, 2019, a Commission Workshop was held to discuss the NW 31 Avenue Neighborhood Enhancement Project designed to adopt standards related to property maintenance, storage, vehicular parking and landscaping. The City developed provisions that are unique to the targeted area. Subsequently, the Planning and Zoning Board approved the NW 31 Avenue Overlay District regulations on September 24, 2020. The NW 31 Avenue Overlay District regulations were approved at the Commission Meeting on October 13, 2020 (First Reading) and October 27, 2020 (Second Reading).
- CRA Residential Preservation and Enhancement Program (RPEP) (*Celeste Dunmore*)
- The Program Design, including home improvement options, was presented to the CRA Board for review in October 2019. The City's NW 31 Avenue Overlay District was approved on October 27, 2020. The Program Design was approved in January 2021. The contractual documents were approved in February 2021 and subsequently amended in May 2021. The program was launched in March 2021. Staff sent out communication to property owners and a sign was installed in the area. The CRA Board approved the allocation of funds for nine properties. The RPEP Notice to Proceed was issued for 7 out of 9 properties. Two owners did not want to adhere to the adopted NW 31 Avenue Zoning District regulations within the program cycle.

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

Update:

- **There are pending funding requests. The property owners are working on the applications and obtaining supporting documents.**

Town Center Master Plan Development

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

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

Update:

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

Lauderdale Lakes Community Redevelopment Agency CIP Master Plan

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

The CRA staff worked with a consultant to prepare a Capital Improvement Program (CIP) Master Plan by evaluating the existing projects, identifying costs associated with new projects and developing a strategic funding strategy over a three year period. The proposed projects that were accepted by the CRA Board to incorporate in the plan are NW 31 Avenue Buffer Wall, Westgate (South) Streetscape, NW 30 Terrace Roadway Improvement, Comprehensive Signage, Trailhead Park (existing) and Somerset Drive Roundabout (existing). Once adopted in the Redevelopment Plan, staff will facilitate the projects.

Preliminary concepts were accepted by the CRA Board. Thereafter, the CIP Master Plan was presented for discussion in November 2021. A request to modify the CRA Plan will be conducted in accordance with Florida Statute 163.361. Information will be developed for the solicitation needed to update the Redevelopment Plan.

The CIP Master Plan projects will be considered for adoption simultaneously during the CRA Plan Update process. Additional areas of focus will include future plans for the CRA properties, renewable energy sources and commercial art. The scope of services for the CRA Plan Update was completed and released.

Update:

- **The Redevelopment Plan Modification Request for Proposal was revised and rebid. The Purchasing Division is coordinating an oral presentation.**

Revenue/Loss Programming Update – Support to Businesses in CRA

With the onset of the COVID-19 pandemic, staff expanded outreach efforts to communicate directly with business owners, provide information on available business resources (i.e. grants and loans), and promote virtual sessions focused on economic recovery. There was a major economic impact on the commercial district. The CRA Administration acted quickly to get information to businesses, particularly those businesses that were ordered to be closed. Staff continues to assess the economic state of the business community and identify solutions. American Rescue Plan Act funding was provided to eligible business owners. CRA provides technical support. Additional programs have been developed and/or revised to expand access to funds for eligible business owners. To date, the projects include the Business Rent and Utilities Assistance Program, Safe and Clean Restaurant Assistance Program, Commercial Property (Interior/Exterior) Improvement Program and Marketing Consultant Assistance Program. Reports will be forwarded through the City Manager and Financial Services.

Business and Other CRA Related Activities

- 7/1-7/30/2023 Met with various representatives to discuss CRA programs.
- 7/05/2023 Met to coordinate transfer of NW 36 Street Community Garden items to the City
- 7/06/2023 Attended White House Office of Intergovernmental Affairs Weekly Call
- 7/10/2023 Attended Complete Streets Advisory Committee meeting
- 7/13/2023 Participated in Somerset Drive Roundabout Project discussion
- 7/18/2023 Lauderdale Lakes CRA Meeting
- 7/21/2023 Met with owner to discuss Residential Program
- 08/01-31/2023 Met with various representatives to discuss current CRA programs
- 8/23/2023 Met with appropriate staff to discuss new CRA initiatives

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

ADOPTED RESOLUTIONS / CONSENSUS ITEMS:

CRA RESOLUTION 2023-015 RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2023, PERIOD 9 (JUNE) FINANCIAL ACTIVITY REPORT.

CRA RESOLUTION 2023-016 AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT FOR CASSIA COMMONS BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND PULTE HOME COMPANY, LLC, A COPY ATTACHED AS EXHIBIT "A"

CRA RESOLUTION 2023-018 AMENDING THE DEVELOPMENT ASSISTANCE PROGRAM

CRA RESOLUTION 2023-019 APPROVING A FIRST MODIFICATION TO THE AGREEMENT WITH SAGARIS CORP TO INCLUDE A CONTINGENCY NOT TO EXCEED \$54,309.75 FOR THE SOMERSET DRIVE ROUNDABOUT PROJECT

CONSENSUS ITEMS:

Lauderdale Lakes Community Oriented Policing

There was consensus to move forward with the proposed community policing innovation initiative in collaboration with the City of Lauderdale Lakes and Broward Sheriff's Office.

CRA EXECUTIVE DIRECTOR MONTHLY REPORT – (Project Update – As of September 1, 2023)

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

3	Ronald Desbrunes (PW)	CRA CIP Master Plan	Development of CIP Master Plan	Procurement	CONSULTANT \$58,200 (CIP Master Plan)	COMPLETE Design/Plans November 2021 Plan Modification May 2024	<u>Kimley Horn and Associates (KHA)</u> CRA Board approved professional services with Kimley Horn and Associates. The CRA Board reviewed the proposed CIP Plan. The solicitation to facilitate the Plan Update process was developed for review. The document outlining the scope of services were submitted for review. The Redevelopment Plan Modification Request for Proposal solicitation was released. The Redevelopment Plan Modification RFP was revised and rebid. The Purchasing Division is coordinating oral presentations.
4	Ronald Desbrunes (PW)	Somerset Drive Roundabout Project	Installation of the roundabout and associated improvements on Somerset Drive	Construction	CONSULTANT \$82,820 (Design) + \$5,310 (First Modification) + \$53,080 (Consultant - Construction Phase) CONTRACTOR \$1,086,195	COMPLETE Design/Plans May 2022 <u>Construction</u> February 2024	<u>Craven Thompson & Associates/Sagaris Corp.</u> The CRA Board approved the professional service agreement. The Board selected ledgestone with pavers and two tiered landscaping. The Agreement was modified to include landscaping and construction management. The civil engineering permit was obtained. In the meantime, staff awaited the end of the Broward County UAZ project. Plans were updated and resubmitted to Broward County to incorporate changes from the proposed Cassia Commons development. The bid documents were finalized. The Invitation to Bid solicitation was released and bids were received. The CRA Board approved the contractor. The NOC was issued.

CIP–Capital Improvement Plan PW–Public Works ECM–Engineering and Construction Management FDOT–Florida Department of Transportation ITB–Invitation to Bid NTP–Notice to Proceed UAZ–Utilities Analysis Zone
NOC – Notice of Commencement

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement: No

Title

CRA RESOLUTION 2023-020 RATIFYING THE CITY MANAGER’S FILING OF THE AGENCY’S FISCAL YEAR 2023, PERIOD 10 AND 11 (JULY AND AUGUST) FINANCIAL ACTIVITY REPORTS

Summary

This resolution serves to ratify the July and August 2023 (Period 10 and 11) Financial Activity Reports provided by the Financial Services Department.
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Staff Recommendation

Background:

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

Section 82-304 – Financial Reporting

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

Funding Source:

N/A

Fiscal Impact:

N/A

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

Meeting Date: 9/19/2023

ATTACHMENTS:

Description	Type
❑ CRA Resolution 2023-020 Authorizing Adopting Monthly Financial Report Period 10 and 11	Resolution
❑ Combined CRA Executive Summary and Financial Reports (July and August)	Exhibit

CRA RESOLUTION 2023-020

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2023, PERIOD 10 AND 11 (JULY AND AUGUST) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES, A COPY IS ATTACHED HERETO AS EXHIBIT A, WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

Section 2. RATIFICATION: The Commissioners of the Agency hereby ratify the City Manager's filing of the Agency Fiscal Year 2023, Period 10 and 11 (July and August) 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 SEPTEMBER 19, 2023.

VERONICA EDWARDS PHILLIPS,
CHAIRPERSON

ATTEST:

VENICE HOWARD, MPA, CMC, SECRETARY

VOTE:

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

CRA Monthly Financial Summary

As of August 30, 2023

92% of year elapsed
Data as of: 09/13/2023

CRA Revenue 35%; Expenditure 9%

- CRA tax increment financing receipts were received in December from the City, Broward County, North Broward Hospital District, and Children's Services Council. The city has collected approximately 100% at \$4,470,483, which represents payment prior to the due date and results in the taxpayer receiving a discount.
- City's forbearance repayment to the CRA is budgeted at \$210,000. Payment has been received from the City in December and the agreement expires in January 2026.
- The CRA Miscellaneous revenues balance of \$748,408 as a result of payments from the developer of Cassia Estates, Pulte Homes realized and interest income year to date as of August 30, 2023.
- Expenditures year-to-date include salaries, operating costs, capital, debt and interest payments for the CRA's Obligation Loans #91, and #117. The first payment on Loan #91 was made in October 2022 and the second payment was made in April 2023. Loan #117 was paid in December 2022 and the second was made in June 2023.
- Summary of Budget vs. Actual:
 - **Personnel Expenditures** are less than the budget. Actuals are 55% of the budget through August 30, 2023. There are four (4) positions: Executive Director, Economic Development Manager, Administrative Coordinator, and Staff Assistant (vacant).
 - **Operating Expenditures** are less than the budget. Overall actual Operating Expenses are less than 1% of the budget through August 30, 2023.
 - **Capital Expenditures** are less than the budget. Overall actual Capital Expenses are less than 1% of the budget through August 30, 2023.
 - **Debt Expenditures** are on target based upon scheduled debt payments. Overall actual Debt Expenditures are 95% of the budget through August 30, 2023. The actuals include 1st and 2nd payments of Note 91 and 117 for the fiscal year.

CRA Cash Management

- CRA's bank balances remain positive for a total of \$15,575,697 (Bank of America, and Truist).
- Current bank balances have increased compared to the balances of the same period last year (Prior year balance: \$11,627,687).

CRA Projects/Initiatives

- Executive Director will discuss the projects and initiatives.

CRA Budget Transfers/Amendments. None at this time.

CITY OF LAUDERDALE LAKES

FY 2023 Financial Report as of 08/30/2023

(92% of year elapsed)

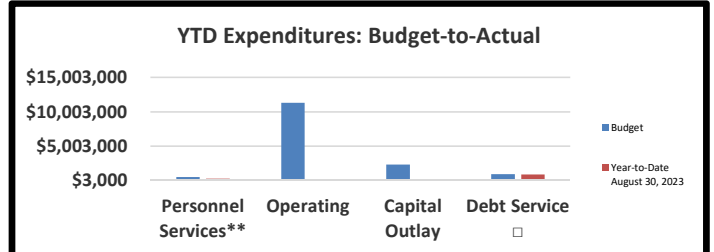
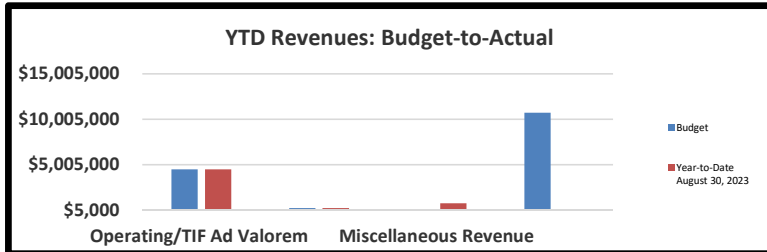
Community Redevelopment Agency (CRA)

109 CRA Trust Fund Revenues	Budget	Year-to-Date August 30, 2023	% Credited
Operating/TIF Ad Valorem	\$4,476,701	\$4,470,483	99.9%
Forbearance Agreement	\$210,000	\$210,000	100%
Miscellaneous Revenue	\$10,000	\$748,408	7484%
Reappropriated Trust Fund Balance	\$10,713,800	\$0	0%
Total	\$15,410,501	\$5,428,891	35%

109 CRA Trust Fund Expenses	Budget	Year-to-Date August 30, 2023	% Spent
Personnel Services**	\$501,002	\$275,338	55%
Operating	\$11,305,959	\$188,257	2%
Capital Outlay	\$2,337,540	\$14,515	1%
Debt Service □	\$916,000	\$872,335	95%
Non-Operating	\$350,000	\$67,104	0%
Total	\$15,410,501	\$1,417,548	9%

**Includes cell & auto allowances

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



Note(s):

- The TIF Ad valorem revenue budgeted from the City (\$2.376 mill.), Broward County (\$1.526 mill.), Children's Svcs Council (\$124K), and N. Broward Hosp District (\$443K).

- Forbearance payment paid by the City - \$210,000

- Debt Service payments for FY 2023:

Note 91: due in October & April (maturity in April 2025)

Note 117: due December & June (maturity in June 2024)

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

Next Debt Service Payment:	Principal Bal. as of August 30, 2023:
October 2023	\$1,137,575
December 2023	\$297,400

Additional Revenue Due to CRA Trust Fund		Cash Management	
\$2,568,031	Forbearance Agreement	\$15,330,930	Accounts - Bank of America
(\$2,290,000)	Payments to date	\$244,767	Accounts - Truist
\$278,031	Balance as of 08/30/2023	\$15,575,697	CRA Trust Fund
•final payment: January 2026			

*Data as of 09/13/2023

Budget Amendment(s) as of August 30, 2023

None

Asheley Hepburn, MPA

Director, Financial Services

09/13/2023

Date

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

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

CITY OF LAUDERDALE LAKES

FY 2023 Financial Report as of 07/31/2023

(83% of year elapsed)

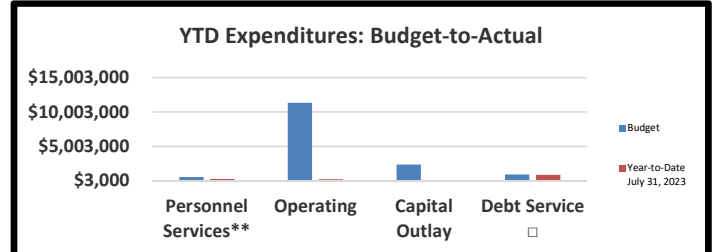
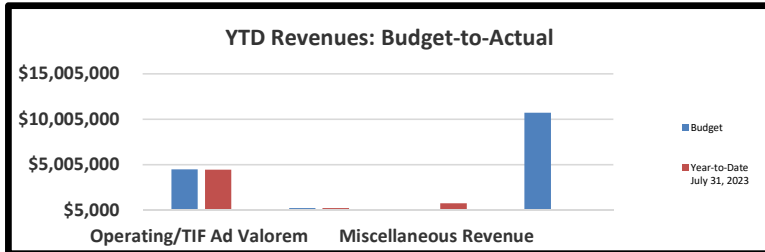
Community Redevelopment Agency (CRA)

109 CRA Trust Fund Revenues	Budget	Year-to-Date July 31, 2023	% Credited
Operating/TIF Ad Valorem	\$4,476,701	\$4,470,483	99.9%
Forbearance Agreement	\$210,000	\$210,000	100%
Miscellaneous Revenue	\$10,000	\$748,408	7484%
Reappropriated Trust Fund Balance	\$10,713,800	\$0	0%
Total	\$15,410,501	\$5,428,891	35%

109 CRA Trust Fund Expenses	Budget	Year-to-Date July 31, 2023	% Spent
Personnel Services**	\$501,002	\$253,558	51%
Operating	\$11,305,959	\$176,141	2%
Capital Outlay	\$2,337,540	\$14,515	1%
Debt Service □	\$916,000	\$872,335	95%
Non-Operating	\$350,000	\$67,104	0%
Total	\$15,410,501	\$1,383,653	9%

**Includes cell & auto allowances

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



Note(s):

- The TIF Ad valorem revenue budgeted from the City (\$2.376 mill.), Broward County (\$1.526 mill.), Children's Svcs Council (\$124K), and N. Broward Hosp District (\$443K).

- Forbearance payment paid by the City - \$210,000

- Debt Service payments for FY 2023:

Note 91: due in October & April (maturity in April 2025)

Note 117: due December & June (maturity in June 2024)

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

Next Debt Service Payment:

October 2023

December 2023

Principal Bal. as of July 31, 2023:

\$1,137,575

\$297,400

Additional Revenue Due to CRA Trust Fund		Cash Management	
\$2,568,031	Forbearance Agreement	\$15,815,532	Accounts - Bank of America
(\$2,290,000)	Payments to date	\$244,786	Accounts - Truist
\$278,031	Balance as of 07/31/2023	\$16,060,318	CRA Trust Fund
•final payment: January 2026			

*Data as of 09/13/2023

Budget Amendment(s) as of July 31, 2023

None

Asheley Hepburn, MPA

Director, Financial Services

09/13/2023

Date

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

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

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

CRA RESOLUTION 2023-016 AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT FOR CASSIA COMMONS BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND PULTE HOME COMPANY, LLC, A COPY ATTACHED AS EXHIBIT "A"

Summary

This is an adopted resolution authorizing the Agency to enter into a Development Agreement with Pulte Home Company, LLC related to the development project known as Cassia Commons located at the southwestern corner of Somerset Drive and NW 30 Street (Lauderdale Lakes 33311). Exhibit B highlights the designated housing units for this initiative.

Staff Recommendation

Background:

The adopted Fiscal Year 2023 Community Redevelopment Agency (CRA) Budget includes funding for the Development Assistance Program through redevelopment incentives. On November 15, 2022, a Development Assistance Program funding request was submitted by Pulte Home Company, LLC. The CRA Board of Commissioners approved the allocation of funds towards the construction of four (4) townhomes within the Cassia Commons development. As part of the agreement, the four (4) homes were reserved for qualified buyers from the Lauderdale Lakes CRA Homebuyer Purchase Assistance Program or Broward County's Homebuyer Purchase Assistance Program.

In May 2023, the representatives of Pulte Home Company, LLC presented an alternative in alignment with the Lauderdale Lakes CRA's intent of creating homeownership opportunities. The negotiated considerations are as follows:

- Four (4) designated homes would be reserved for the Lauderdale Lakes CRA to identify a buyer for a period of one year from the later of 1) issuance of the certificate of occupancy or 2) fully executed development agreement date.
- The sales price will not exceed \$400,000.
- The required deposit/down payment will be no more than 3% of the sales price.
- Pulte agrees to contribute a \$5,000 credit towards the buyer's closing costs.
- The pre-determined optional features would be included within the maximum sale price.
- Development Assistance Program funds will not be allocated towards the Cassia Commons townhome development with the newly proposed request from Pulte Home Company, LLC.
- There is the understanding that a recapture clause will be one of the provisions in the agreement between the Lauderdale Lakes CRA and homebuyer if there is a change in residence, title or financing. The designated housing units must be restricted to buyers with a total household income not to exceed 140% of Area Median Income (AMI). The recapture agreement would be satisfied after a specified period of time from the closing date.

This adopted resolution authorizes the execution of the Development Agreement with Pulte Home Company, LLC. Exhibit B to the Development Agreement highlights the revised designated reserved housing units for this initiative.

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 9/19/2023

ATTACHMENTS:

	Description	Type
▢	CRA Resolution 2023-016 Authorizing Development Agreement with Pulte Home Company LLC - Cassia Commons	Resolution
▢	Exhibit A to CRA Resolution 2023-016 Authorizing Development Agreement Pulte Home Company LLC - Cassia Commons	Exhibit
▢	Exhibit A to Development Agreement - Pulte Home Company LLC - Cassia Commons	Exhibit
▢	Substitute Exhibit B - Development Agreement - Pulte Home Company LLC - Cassia Commons	Exhibit

CRA RESOLUTION 2023-016

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT FOR CASSIA COMMONS BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND PULTE HOME COMPANY, LLC, A COPY ATTACHED AS EXHIBIT "A"; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Pulte Home Company, LLC (the "Owner") and the Agency have presented a Development Agreement attached hereto as Exhibit "A" requiring no funding allocation from the Development Assistance Program and setting aside four units for sale to homeowners who qualify for first time homebuyers as is more specifically set forth in the Development Agreement.; and

WHEREAS, the Agency has determined that it is in the public interest and in furtherance of the Plan to approve the Development Agreement with the Owner.

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

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas

paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.


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

Section 3. AUTHORIZATION AND DIRECTION: The Chairperson, Secretary and the Executive Director of the CRA, on behalf of the CRA, are each hereby authorized to take such steps as shall be necessary and proper to carry out the purposes hereof.


Section 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 JULY 18, 2023.

[Signatures on next page]


VERONICA EDWARDS PHILLIPS, CHAIRPERSON

ATTEST:


VENICE HOWARD, CMC, SECRETARY



VOTE:

APPROVED

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of the day of _____, 2023 ("Agreement Date") by and between the **LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency"), and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the "Developer"). (The Agency and the Developer are sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Agency was established pursuant to Part III, Chapter 163, Florida Statutes, and the powers thereunder delegated by Broward County; and

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

WHEREAS, the Agency has negotiated a development agreement to encourage new development of attainable housing in the Community Redevelopment Area; and

WHEREAS, the Developer, is the owner of vacant land located on the southwestern side of Somerset Drive and south of NW 30th Street, which is within the Community Redevelopment Area, more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the CRA has determined that it is in the public interest and in furtherance of the Plan to approve the Development Agreement with the Developer.

WHEREAS, Developer is skilled in the development and operation of residential communities necessary for the construction and operation of the residential project within the Property (the “Project”).

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

ARTICLE ONE

INCORPORATION OF RECITALS

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

ARTICLE TWO

NEW RESIDENTIAL CONSTRUCTION

The Agency and the Developer agree to cooperate in implementing the development of the Property in accordance with the plans and specifications approved by the City.

ARTICLE THREE

AGENCY COVENANTS AND AGREEMENTS

3.1 Agency’s Redevelopment Obligations. The Agency shall have the obligations

set forth herein in connection with the Project. Notwithstanding said obligations, this Agreement shall not constitute a debt of the Agency within the meaning of any constitutional statutory provision or limitation.

3.2 Identification of Homebuyers. The Agency shall identify eligible homebuyers who have completed a homebuyers program pursuant to a separate agreement between Agency and the homebuyer and who were chosen by a lottery. All such homebuyers shall be identified by the Agency within the later of 1) twelve months after Developer notifies Agency of the issuance of a building permit from the City's Building Department to construct the Project or 2) or twelve months from the date of execution of this Agreement. Failure to identify eligible homebuyers within the aforementioned time period shall release the Developer from its obligations to reserve the Designated Units, as hereinafter defined.

ARTICLE FOUR

DEVELOPER'S COVENANTS AND AGREEMENTS

4.1 Compliance with Applicable Laws. Developer warrants that it shall install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision, planned development codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Agency and the City.

4.2 Development and Sale of Attainable Housing Units. Developer agrees to the

following conditions for the development of the attainable housing units:

a. Ten percent (10%) of the 44 total units for the Project (i.e. 4 units) of the Development (each, a “Designated Unit”, and collectively, the “Designated Units”) shall be reserved for sale to homebuyers who have been approved by the Agency upon completion of a homebuyers program pursuant to a separate agreement between Agency and the homebuyer and chosen through a lottery, subject to such homebuyer’s compliance with reasonable requirements set forth in the Developer’s standard purchase contract documents. The Developer and Agency have identified the Designated Units as shown in Exhibit B.

b. The total sales price for a Designated Unit from the Developer to a homebuyer approved in accordance with Section 4.2(a) above shall not exceed Four Hundred Thousand Dollars (\$400,000). The total sales price shall refer to the amount set forth on line 401 of the U.S. Department of Housing and Urban Development Settlement Statement, commonly referred to as a “HUD” (or if a HUD closing statement is not used, the equivalent closing disclosure/cost summary showing the gross sales price of the Designated Unit). No more than a three percent (3%) down payment shall be required for the Designated Unit and the Developer shall contribute Five Thousand Dollars (\$5,000) towards closing cost of the Designated Units.

4.3 Fees and Expenses. Developer shall timely pay when due, all City imposed fees required for the Project, including but not limited to permit, inspection, and review fees that are assessed on a uniform basis throughout the City and are of a

general applicability to all other property in the City. Said payments shall be made as directed by the applicable City code or policy.

4.4 Restrictions on Future Financing. Developer agrees not to use the Property as collateral for any other project or development of Developer until the expiration of the Agreement. Developer may continue to use this Property as collateral for a mortgage loan or loans for the purpose of refinancing the existing financing on the Property or for construction of new improvements on the Property.

4.6 Agreement Termination Date. This Agreement shall terminate upon the Developer's sale of the last of the Designated Units (the "Termination Date"). As of the Termination Date, this Agreement shall be null and void and of no further effect.

ARTICLE FIVE

ADDITIONAL COVENANTS OF DEVELOPER

5.1 Developer Existence. Developer will do, or will cause to be done, all things necessary to preserve and keep in full force and effect its existence and good standing as Michigan limited liability company authorized to do business in Florida prior to the Termination Date of this Agreement.

5.2 Indemnification. Developer agrees to indemnify, defend and hold the Agency, Mayor, Agency Commission Members, Agency Manager, officers, agents and employees (hereinafter "Indemnified Parties") harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs)

suffered or incurred by the Indemnified Parties which are caused as a result of:

- a. the failure of Developer to comply with any of the terms, covenants or conditions of this Agreement which Developer is obligated to comply with; or
- b. the failure of Developer or any of Developer's contractors to pay contractors, subcontractors or materialmen in connection with the Project; or
- c. material misrepresentations or omissions of Developer relating to the Project, financials or this Agreement which are the result of information supplied or omitted by Developer or by its agents, employees, contractors or persons acting under the control or at the request of Developer; or
- d. the failure of Developer to cure any material misrepresentations or omissions of Developer in this Agreement relating to the Project within the applicable cure provisions of this Agreement; or
- e. any claim or cause of action for injury or damage brought by a third party arising out of the construction or operation of the Project by Developer; or
- f. any violation by Developer of local ordinance, state or federal laws, in connection with the offer and sale of any part of the Property.
- g. The occurrence of an Event of Default by Developer.

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

negligence or misinformation.

ARTICLE SIXTH

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

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

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

6.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or results in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer is now a party or by which Developer is bound, or constitutes a

default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, under the terms of any instrument or agreement to which Developer is now a party or by which Developer is bound.

ARTICLE SEVEN

REPRESENTATIONS AND WARRANTIES OF THE AGENCY

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

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

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

7.3 Litigation. To the best of the Agency's knowledge, there are no proceedings pending or threatened against or affecting the Agency or the Community

Redevelopment Area in any court or before any governmental entity which involves the possibility of materially or adversely affecting the ability of the Agency to perform its obligations under this Agreement.

ARTICLE EIGHT

EVENTS OF DEFAULT AND REMEDIES

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

a. If any representation made by the Developer in this Agreement shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default, within fifteen (15) days after written notice from the Agency.

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

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

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

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

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

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

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

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

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

d. Failure to perform the Agency's obligations set forth in Article 3 above.

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

a. Upon an Event of Default and prior to exercising any of the remedies described in Section 8.3(b), the non-defaulting Party shall deliver a notice of default to the defaulting Party describing the Event of Default. The defaulting Party shall have fifteen (15) days after receipt of such notice to initiate and diligently pursue appropriate measures to remedy the Event of Default. The defaulting Party shall cure the Event of Default within sixty (60) days after such notice.

b. If an Event of Default is not cured within the time set forth in Section 8.3(a) above, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement; provided, however, that Agency shall not have the right to enforce specific performance of Developer's obligation to construct the Project or the Designated Units.

8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due

under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing Party shall pay the prevailing Party's reasonable fees of such attorneys in connection with such enforcement action.

8.5 No Waiver by Delay or Otherwise. Any waiver made with respect to a specific Event of Default shall not be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

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

ARTICLE NINE

MISCELLANEOUS PROVISIONS

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

requested.

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

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

If to Developer: Pulte Home Company, LLC
 1475 Centrepark Blvd, Suite 305
 West Palm Beach, FL 33401
 Attn: Andrew Maxey, VP Land Acquisition, SE FL
 Division

With a copy to: Dean, Mead, Egerton, Bloodworth, Capouano &
 Bozarth, P.A.
 420 S. Orange Ave., Suite 700
 Orlando, Florida 32801
 Attn: Kristilee M. Chihos, Esq.

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

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

9.3 Counterparts. This Agreement may be executed in several counterparts,

each of which shall be an original and all of which shall constitute but one and the same Agreement.

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

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

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

9.7 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Agency and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Agency or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Agency or Developer. This Agreement is not intended to and does not create any third party

beneficiary rights whatsoever.

9.9 Cooperation and Further Assurances. The Agency and Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and take all such actions as may be reasonably required to effectuate the terms, provisions, and intent of this Agreement.

9.10 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns.

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

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

connection.

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

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

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

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

ARTICLE TEN

EFFECTIVENESS

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

Signatures on next page for Development Assistance Program Agreement between
Lauderdale Lakes CRA and Pulte Home Company LLC.

DRAFT

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

**LAUDERDALE LAKES COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Its: Veronica Edwards Phillips, Chairperson

ATTEST:

By: _____
Its: Venice Howard, CMC, Agency Secretary

DRAFT

DEVELOPER

Pulte Home Company, LLC

By: Pulte Home Company, LLC,
a Michigan limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, as _____ of Pulte Home Company, LLC, who is [] personally known to me, or [] who produced _____ as identification, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day [] in person, or [] by online notarization, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act as authorized representative for said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

My commission expires: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

EXHIBIT "B"

DESIGNATED UNITS



Exhibit "A" (to Special Warranty Deed)

Legal Description

A portion of Parcel "A" SOMERSET PLAZA, according to the plat thereof, as recorded in Plat Book 111, Page 19, of the Public Records of Broward County, Florida, more fully described as follows:

Beginning at the Southwest corner of said Parcel "A"; thence North 00°29'42" West, on the West line of said Parcel "A", a distance of 510.10 feet; thence North 89°58'40" East, a distance of 398.05 feet; thence South 19°06'41" East, on a East line of said Parcel "A", a distance of 13.16 feet to a point of curve; thence Southerly on a East line of said Parcel "A" and on said curve to the right, with a radius of 569.73 feet, a central angle of 19°05'21", an arc distance of 189.82 feet to a point of tangency; thence South 00°01'20" East, on a East line of said Parcel "A", a distance of 311.32 feet to the Southeast corner of said Parcel "A"; thence South 89°58'40" West, on the South line of said Parcel "A", a distance of 429.47 feet to the Point of Beginning. Said lands situate, lying and being in the City of Lauderdale Lakes, Broward County, Florida.

EXHIBIT "B"

DESIGNATED UNITS



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

CRA RESOLUTION 2023-017 AMENDING THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM

Summary

This is an adopted resolution approving an amendment to the Lauderdale Lakes Community Redevelopment Agency (CRA) Homebuyer Purchase Assistance Program. As requested, the legal documents for the buyer are provided specifically to review the recapture provisions. Upon approval, staff will proceed with developing the documents necessary and implement the Homebuyer Purchase Assistance Program.

Staff Recommendation

Background:

(See the attached Homebuyer Purchase Assistance Program Design)

Funding Source:

Not applicable

Fiscal Impact:

Based on the amount of purchase assistance provided, the financial impact would be up to \$800,000.

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 9/19/2023

ATTACHMENTS:

Description	Type
❑ CRA Resolution 2023-017 Amending Homebuyer Purchase Assistance Program 6 2023	Resolution
❑ Exhibit A to CRA Resolution 2023-017 Amended Homebuyer Purchase Assistance Program	Exhibit
❑ Backup to CRA Resolution 2023-017 Second Mortgage Agreement	Backup Material
❑ Backup to CRA Resolution 2023-017 Promissory Note	Backup Material
❑ Backup to CRA Resolution 2023-017 Restrictive Covenant	Backup Material
❑ Backup to CRA Resolution 2023-017 Authorization to Record	Backup Material

CRA RESOLUTION 2023-017

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AMENDING THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM ("THE PROGRAM") ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CHAIRPERSON AND EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS CONSISTENT WITH THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE ADOPTION OF 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, consistent with the Community Redevelopment Act, provides for the encouragement of affordable housing in the Community Redevelopment Area; and

WHEREAS, staff has developed a Homebuyer Purchase Assistance Program which provides subsidies for housing within the Community Redevelopment Area.

WHEREAS, staff is recommending the approval of the amended Homebuyer Purchase Assistance Program, as is more fully set forth in Exhibit "A" hereto, for the purpose of achieving the goals outlined in the Plan.

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. APPROVAL OF PURCHASE ASSISTANCE PROGRAM: The Agency approves the amended Homebuyer Purchase Assistance Program as described in Exhibit "A" attached.

Section 3. AUTHORIZATION AND DIRECTION: The Executive Director and General Counsel are hereby directed to develop all documents consistent with the Program.

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 SEPTEMBER 19, 2023.

VERONICA EDWARDS PHILLIPS, CHAIRPERSON

ATTEST:

VENICE HOWARD, CMC, SECRETARY

VOTE:

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

**Lauderdale Lakes Community Redevelopment Agency (CRA)
Homebuyer Purchase Assistance Program Design**

(Designated residential development in the CRA District)

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

This program applies only to areas designated within the CRA District. The property of the approved loan recipient must be owner-occupied as the "primary residence" for a specified period after the closing date. If the loan recipient fails to remain in compliance with the provisions of the loan agreement, the entire loan amount contributed by the Lauderdale Lakes CRA will be due immediately from the loan recipient. In connection with the Development Assistance Program, the designated housing units must be restricted to eligible buyers with a total household income not to exceed 140% Area Median Income based on the Department of Housing and Urban Development (HUD) limits established each fiscal year. The Lauderdale Lakes CRA's program will not be responsible for resolving code violations, liens, open permits or illegal structures associated with the property.

Eligible Applicant:

The Lauderdale Lakes CRA Homebuyer Purchase Assistance Program is open to first-time homebuyers that meet one of the following:

- Completed the 2022 City of Lauderdale Lakes Homebuyer Ready Club
- Received a recent Award Letter from the Broward County Homebuyer Purchase Assistance Program (facilitated on behalf of the City of Lauderdale Lakes)

If there are no qualified buyers from the Homebuyer Ready Club and Broward County Purchase Assistance Program, the Lauderdale Lakes CRA Homebuyer Purchase Assistance Program will be open to qualified buyers from the public.

The applicant is considered as the person(s) that will own the home and is responsible for the mortgage payment. If the home will be owned with someone else that will also be occupying the property as their primary residence, the co-applicant information must be provided. If the applicant is married, the spouse must be listed as the co-applicant in the application. Individuals that have owned residential property or commercial property within the last three (3) years are not eligible for this program.

Funding Eligibility:

The applicant must have total household income that is between 51% and 140% of Area Median Income for the current fiscal year. See the income categories below. Other underwriting criteria, such as debt ratio, loan to value (LTV) and combined loan to value (CLTV) will ~~be established~~ coincide with Broward County's Purchase Assistance Program requirements.

2023 - 2024 Housing Income Levels (H) *				
Category	H1 Low Income	H2 Moderate - 1 Income	H3 Moderate - 2 Income	H4 Middle Income
Household	(51% – 80% AMI)	(80% – 100% AMI)	(100% – 120% AMI)	(120% – 140% AMI)
Income	\$41,871 – \$65,680	\$65,680 – \$82,100	\$82,100 – \$98,520	\$98,520 – \$114,940
Range*	<u>\$45,135 - \$70,800</u>	<u>\$70,800 - \$88,500</u>	<u>\$88,500-\$106,200</u>	<u>\$106,200-\$123,900</u>

* The Area Median Income (AMI) is subject to change each fiscal year

The prospective buyer must complete and return the Homebuyer Purchase Assistance Program Application along with a full copy of the required documentation. All of the documents will be reviewed to determine eligibility.

Prior to submission for funding consideration through the Lauderdale Lakes CRA Homebuyer Purchase Assistance Program, the applicant must currently have the lessor of:

- 3% of the sales price
- minimum buyer contribution that is required by the lender

A portion of the contribution can be provided in the form of a gift.

The applicant must not have any current housing related liens, judgements or a bankruptcy filed within the past 24 months.

The applicant must submit a current certificate for completing an eight (8) hour homebuyer education training from a Certified HUD Approved Counseling Agency. The certificate of completion must have been obtained within a one year period at the time of submitting the Homebuyer Purchase Assistance Program application.

The applicant must be qualified by a lender for a first mortgage with an escrow account. The applicant must provide a first mortgage pre-approval / pre-qualification letter from a bank or lender. Upon approval, the Lauderdale Lakes CRA will provide assistance to applicants combined with a private sector mortgage and purchase assistance funds that meet the following terms and/or conditions:

- Fixed Rate Mortgage; 30 year term maximum
- Mortgage not to exceed prime + one (1) point

Lenders must offer clients an affordable, prime-market loan product with fees commensurate with industry standards. Lenders may charge up to one point for origination of the loan and up to one point on discount. All other lending fees must be reasonable and cannot exceed \$500 or one half percent (.5%) of the approved loan amount. If not, the lender should provide reasonable justification. Mortgages that involve adjustable rates, balloon payments, interest only and prepayment penalties are ineligible. ~~for purchase assistance.~~

The Lauderdale Lakes CRA is not responsible for the borrower's selection of the lender, certified HUD Approved Counseling Agency, Title Company, financing terms, actions or decisions made by lenders or counseling agencies.

Eligible Property:

The homes considered for purchase must be located in the CRA District and located in a new residential development ~~associated in alignment~~ with the Lauderdale Lakes CRA Development Assistance Program. The purchase price of the home must not exceed the maximum sales price limit in Broward County for the current fiscal year ~~or agreed upon sales price to facilitate attainable housing~~. A comprehensive home inspection report must be conducted prior to the closing. The Lauderdale Lakes CRA will not be responsible for resolving code violations, liens, open permits or illegal structures associated with the property or residential development.

Program Allocation:

This sample chart below is used to determine potential funding allocation.

*				
Household Income Range*	H1 Low (51% – 80% AMI) \$41,871 – \$65,680 \$45,135 - \$70,800	H2 Moderate -1 (80% – 100% AMI) \$65,680 – \$82,100 \$70,800 - \$88,500	H3 Moderate - 2 (100% – 120% AMI) \$82,100 – \$98,520 \$88,500 - \$106,200	H4 Middle (120% – 140% AMI) \$98,520 – \$114,940 \$106,200 - \$123,900
Sales Price	Up to \$300,000	Up to \$300,000	Up to \$300,000 Up to \$400,000	Up to \$300,000 Up to \$400,000
Floorplan	Townhome/House	Townhome/House	Townhome/House	Townhome/House
A/C Square Footage (min)	1,547 - 1,555 sq. ft.	1,547 - 1,555 sq. ft.	1,547 - 1,555 sq. ft.	1,547 - 1,555 sq. ft.
Bedroom/ Bathroom/ Garage	3 / 2.5 / 1-2	3 / 2.5 / 1-2	3 / 2.5 / 1-2	3 / 2.5 / 1-2
Maximum Down Payment from applicant	3.00%	3.00%	3.00%	3.00%
Gap + % Interest Rate Reduction	Up to \$200,000 + 2%	Up to \$200,000 + 2%	\$10,000 Up to \$150,000 2%	Up to \$100,000 2%
Buyer Recapture	10 Years	10 Years	5 10 Years	5 10 Years

Lauderdale Lakes CRA Loan Terms:

The terms of the loan include, but are not limited to, the following:

- Funds applied to reduce the loan amount, closing costs and/or mortgage interest rate
- Deferred payment loan secured by a recorded mortgage and note
- Interest Rate: zero percent (0%)
- Term: ~~five years or~~ ten years depending on the funding amount
- Mortgage not to exceed prime + two (2) points
- Loan forgiven (mortgage released) after terms of the agreement are met

The designated housing units must be restricted to buyers with a total household income not to exceed 140% Area Median Income based on the Department of Housing and Urban Development (HUD) limits established each fiscal year.

Recapture Terms:

- The home must be an owner occupied unit. The approved buyer(s) must occupy the home as their primary residence. The home must not be used as rental property at any time. After the recapture period expires, the home must not be used as rental property for an additional five years.
- The entire loan amount is due upon sale of the home, title transfer, non-domicile use, or loan refinancing.

Application process:

Interested applicants must fully complete and return the Homebuyer Purchase Assistance Program Application, along with copies of the required documentation. Funds for pre-approved applicants are provided on a “first ready, first qualified, first served” basis. On behalf of the Lauderdale Lakes CRA, a housing counseling agency will facilitate the application intake process.

Eligibility is not determined until all required documents have been submitted. If the documents/information are not submitted with a completed application, at the time of a scheduled appointment with the designated housing counselor, the application will not be accepted and the meeting will have to be rescheduled with the designated housing counselor.

Home Selection Process:

In connection with the Lauderdale Lakes CRA Development Assistance Program or residential development, designated housing units will be sold to pre-approved buyers through a housing lottery. A pre-scheduled Open House will be held for pre-approved buyers from the ~~Homebuyer Ready Club and Broward County~~ Homebuyer Purchase Assistance Program.

The buyer(s) selected from the lottery will enter into an agreement with the Lauderdale Lakes CRA to allocate the approved CRA funds. The buyer(s) selected from the lottery will also enter into an agreement with the property owner (or authorized entity) to purchase the home.

After the lottery takes place, an alternate buyer may be selected if the initial buyer chosen from the lottery is deemed ineligible to purchase the home. The selected buyer will have 30 days from the lottery selection date to close on the home.

A home inspection is required. Optional features of the selected homes will be pre-determined prior to being released for purchase.

Note: The Lauderdale Lakes CRA reserves the right to make changes to the Homebuyer Purchase Assistance Program. The Lauderdale Lakes Community Redevelopment Agency reserves the right to cancel any and all applications. The terms of the program are subject to change without notice. The Lauderdale Lakes CRA retains the right to display and advertise the approved properties and applicants.

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

THIS SECOND MORTGAGE (the "**Mortgage**") is made and entered into as of _____, 2023, by _____ (the "**Mortgagor**"), whose address is _____, and Lauderdale Lakes Community Redevelopment Mortgagee, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "**Mortgagee**"), whose address is 4300 NW 36th Street., Lauderdale Lakes, Florida.

W I T N E S S E T H:

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

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

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

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

See Exhibit A attached hereto and made a part hereof.

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

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

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

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

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

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

Number of Years after signed and dated Agreement	Percent of Loan to be Repaid	Amount of Loan to be Repaid
0 to 10 Years	100%	\$ 40,000.00

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

5. Subordination of Mortgage. This Second Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain Mortgage from Borrower to the First Lender, dated December 31, 2018, recorded simultaneously in the Public Records Office of Broward County, Florida (the "First Mortgage") securing that certain note having an original principal face amount of _____ (the "First Note"), made by Borrower payable to _____ (the "First Lender").

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

MORTGAGOR

WITNESS: _____

Print Name:

Signature (before Notary)

MORTGAGOR

WITNESS: _____

Print Name:

Signature (before Notary)

STATE OF FLORIDA

COUNTY OF BROWARD

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

Signature of Notary Public

Print Name

Commission Number: _____

Commission Expiration: _____

EXHIBIT "A"

PROMISSORY NOTE

[\$ADD AMOUNT]

Date:

FOR VALUE RECEIVED in connection with the Lauderdale Lakes Community Redevelopment Agency Homebuyer Purchase Assistance Program for Homebuyer Purchase Assistance, the undersigned, jointly and severally if there be more than one (collectively, the "Borrower") promises to pay the Lauderdale Lakes Community Redevelopment Agency, its successors or assigns ("Lender") or order, the principal sum of Thousand Dollars 00/100 (\$ADD AMOUNT.00).

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

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

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

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

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

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

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

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

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

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

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

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, notice of protest of demand, of nonpayment, of dishonor and of maturity and agree that time is of the essence of every provision hereof; and they also jointly and severally hereby consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or of the Mortgage, or any of them, including time for payment, and further agree that any such renewal, extension or modification, or the release or substitution of any person or security for the

indebtedness evidenced hereby, shall not affect the liability of any of such parties for the indebtedness evidenced by this Note or the obligations under the Mortgage. Any such renewals, extensions, modifications, releases or substitutions may be made without notice to any of such parties other than Borrower.

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

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

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

[Signatures on Next Page]

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

This Note consists of four (4) pages.

Borrower
Type Name: _____

(SEAL)

Borrower
Type Name: _____

(SEAL)

STATE OF FLORIDA

ss:

COUNTY OF BROWARD:

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

Notary Public

Print or Type Name

My Commission Expires: _____

EXHIBIT “A”

DECLARATION OF RESTRICTIONS

Return to:

Lauderdale Lakes
Community Redevelopment Agency
4300 NW 36 Street
Lauderdale Lakes, FL 33319
Prepared by:

The undersigned, _____, a _____, man, woman
his/her successors, heirs, and assigns, having his/her primary residence at
_____ Lauderdale Lakes, FL 33319, (hereinafter referred to as
"Participant", which term as used in every instance herein shall include Participant's
successors and assigns), for the property described below, in consideration of funding
in the amount of _____ 00/100 Dollars (\$ _____) received from the
Lauderdale Lakes Community Redevelopment Agency (the "Agency"), a municipal
politic corporation duly organized and existing by virtue of the laws of the State of
Florida, having its principal office at 4300 NW 36 Street, Lauderdale Lakes, FL 33319,
(hereinafter referred to as "Agency", which term as used in every instance herein shall
include Agency's successors and assigns,) for improvements to the subject property
described below and hereinafter referred to as the "Property", the Participant does
hereby grant to the Agency the following restrictions against Property.

Legal Description

Property Control Number:

Property Address:

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, his/her heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Agency, and/or those persons to whom such authority is formally delegated, and executed with the same formalities as this document.
2. In consideration of the Agency's expenditure of funds for improvements to Participant's Property, as provided through an Agreement with the Agency dated _____, 2024, the Participant hereby covenants and agrees that as of the date of this Declaration of Restrictions the Participant agrees:

- (a) To reside in the home on the Property without undue delay, and reside in the home as the Participant's principal place of residence for a continuous period of ten (10) years from _____, except as otherwise approved by the Agency on a case by case basis when conditions make compliance with these covenants infeasible as determined by the Agency in its sole discretion.
- (b) To thereafter sell or devise the Property to an income eligible household as required in the Agreement. Title to the Property may be voluntarily transferred by the Participant to another Participant only if such other Participant has been approved by the Agency in its sole discretion in writing as being 140% of Broward County's Area Median Income as defined by the US Department of Housing and Urban Development. Such other Participant shall then abide by these covenants for the remainder of the ten (10) year term.
- (c) To maintain the Property as decent, safe and sanitary housing in a state of good repair pursuant to applicable housing and building codes and the City of Lauderdale Lakes' property standards.
- (d) To permit the Agency to inspect the Participant's records related to the Property and provide documentation of said occupancy, as well as allow reasonable inspections of the Property at reasonable times by the Agency and City of Lauderdale Lakes, for the purpose of determining compliance with the terms of this Restrictive Covenant.
- (e) To maintain property, flood, and windstorm insurance on the Property and its improvements as specified in the Agreement.
- (f) To submit information to the Agency as may be from time to time required as specified in the Agreement.
- (g) The Property or any part thereof, of interest herein, may not be rented, leased or occupied by persons other than the Participant and family as described in the application submitted by the Participant to the Agency, except as an extension of such original household unit and not as a separate household unit.
- (h) To comply with the provisions, terms, and conditions set forth herein and in the Agreement.

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

- (a) The Participant's sale of the Property pursuant to the provisions, terms,

and conditions set forth herein and in the Agreement and replacement with restrictions; or

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

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

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

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

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

- (a) Failure of the Participant to perform any covenant, agreement, term, or condition contained herein or in the Agreement referenced in Section 2 above.

- (b) The Agency's discovery of Participant's failure to disclose any fact deemed by the Agency to be a material fact on the basis of which the Participant was qualified under the Program, or the Agency's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Participant.

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

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

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

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

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

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

Executed this _____ day of _____, 2024.

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

LAUDERDALE LAKES CRA

Witness Name: _____
Witness Signature:

X _____

Witness Name: _____
Witness Signature:

X _____

By: Veronica Edwards Phillips, Chair
Signature:

X _____

(CORPORATE SEAL BELOW)

OWNER

Witness Name: _____
Witness Signature:

X _____

Witness Name: _____
Witness Signature:

X _____

By:

X _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2023,
by _____,
who is personally known to me or has produced _____
as identification and who did/did not take an oath.

Signature: _____

(NOTARY SEAL ABOVE)

Notary Name: _____
Notary Public - State of Florida

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

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

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

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

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

Witness:
Print Name: _____

Borrower:
Print Name: _____

Witness:
Print Name: _____

Borrower:
Print Name: _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Notary Public
My Commission Expires: _____

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

CRA RESOLUTION 2023-021 AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND CITY OF LAUDERDALE LAKES FOR THE PROPERTY COMMONLY KNOWN AS THE IRELAND PROPERTY ATTACHED HERETO AS EXHIBIT A

Summary

This is a resolution authorizing the execution of a lease agreement with the City of Lauderdale Lakes to extend the lease associated with the site known as the Ireland Property.

Staff Recommendation

Background:

The Lauderdale Lakes Community Redevelopment Agency (CRA) acquired a property on the south side of Northwest 36 Street known as the Ireland Property. The property is currently vacant and awaiting future development.

In collaboration with the City of Lauderdale Lakes, a lease agreement was executed with the intent to plan public recreational and educational activities. This site has been leased by the City of Lauderdale Lakes to accommodate the existing Community Garden and parking for Vincent Torres Memorial Park. The lease will expire in October 2023.

Approval is requested to allow the continuation of this lease on an on-going basis for local benefit in support of the implementation of the CRA Plan. Lease provisions will allow cancellation and relocation of programs should the CRA wish to pursue the physical development of the property in the future.

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 9/19/2023

ATTACHMENTS:

Description	Type
❑ CRA Resolution 2023-021 Authorizing lease extension with City of Lauderdale Lakes for Ireland Property	Resolution
❑ Exhibit A to CRA Resolution 2023-021 authorizing lease extension for Ireland Property	Cover Memo
❑ Exhibit A to Agreement - City of Lauderdale Lakes - Ireland Property Legal Description	Exhibit
❑ Backup to CRA Resolution - BCPA Map - Ireland Property Lease Agreement	Backup Material

CRA RESOLUTION 2023-021

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND CITY OF LAUDERDALE LAKES FOR THE PROPERTY COMMONLY KNOWN AS THE IRELAND PROPERTY ATTACHED HERETO AS EXHIBIT "A"; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, by Resolution No.02-205, the City Commission of the City of Lauderdale Lakes adopted a community redevelopment plan (the "Plan") for the community redevelopment area as fully described in that Resolution (the "Community Redevelopment Area") as amended by the adoption of Resolution No. 2013-123 amending the Plan (the "Amended Plan")(the Amended Plan and the Plan will be jointly referred to as the Plan); and

WHEREAS, the Plan provides for the development of recreational and park facilities; and

WHEREAS, the Agency, pursuant to the Plan, owns property in the CRA Area commonly known as the Ireland Property (the "Property"); and

WHEREAS, the City of Lauderdale Lakes (the "City") and the Agency previously entered into a lease which expires on October 19, 2023; and

WHEREAS, the City and the Agency desire to extend the lease.

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

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

Section 2. AUTHORIZATION, DIRECTION: The Chairperson and the Secretary are hereby authorized and directed to execute the Lease Agreement for the Property substantially in the form attached hereto as Exhibit A.

Section 3. AUTHORIZATION AND DIRECTION: The Chairperson, Secretary and the CRA Executive Director, 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 SEPTEMBER 19, 2023.

VERONICA EDWARDS PHILLIPS, CHAIRPERSON

ATTEST:

VENICE HOWARD, CMC, SECRETARY

VOTE:

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this _____ day of _____, 2023, by and between the Lauderdale Lakes Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, its successors and assigns, hereinafter referred to as "CRA." (hereinafter referred to as the "LANDLORD"), and the City of Lauderdale Lakes, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "CITY" (hereinafter referred to as the "TENANT"), having an address at 4300 NW 36 Street, Lauderdale Lakes, Florida 33319-5599.

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is hereby mutually agreed by and between the parties as follows:

1. DESCRIPTION, TERM AND RENT:

LANDLORD hereby leases unto TENANT approximately 2.573 acres more particularly described in Exhibit "A" attached hereto ("Premises"). The term of this Lease is seven (7) years commencing upon the execution of this lease, plus any renewals exercised per this Lease, for the total rental of One Dollar (\$1.00), the receipt and sufficiency of which LANDLORD acknowledges. Provided, however, Tenant shall upon 60 days written notice from the Landlord vacate the Premises.

2. USE OF PREMISES:

TENANT may use and occupy the Premises for parking and ancillary uses as well as any other uses mutually agreed upon by the LANDLORD and TENANT which is in furtherance of the Adopted Community Redevelopment Plan. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises.

3. UTILITIES AND OTHER SERVICES:

All utilities, services and expenses for the Premises shall be paid by TENANT.

4. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this Lease, TENANT may upon the approval of LANDLORD, such approval not to be unreasonably withheld delayed or conditioned, at its own expense, make such changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. All alterations and improvements made or caused to be made by

TENANT which are permanently affixed to the land shall be the property of TENANT until such time as this Lease is terminated at which time such alterations and improvements shall become the property of the LANDLORD. TENANT shall execute and deliver to LANDLORD a bill of sale or other appropriate documentation at such time to evidence LANDLORD'S ownership interest in the alterations and improvements.

5. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease which shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section.

6. ASSIGNMENT OR SUBLETTING:

TENANT may assign or sublet all or portions of the Premises for the remainder of the term or portions thereof with the approval of LANDLORD, which approval LANDLORD shall not unreasonably delay or withhold. Provided that the Premises continue to be used for the permitted uses herein by citizens, civic groups not for profit or governmental entity, LANDLORD herein grants its consent for such subletting or assignment without the necessity of further action for permitted uses as defined in Section 3 above. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the Sublessee defaults.

7. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns.

8. RECOVERY OF POSSESSION ON DEFAULT:

In the event that the Premises are not used principally for the purposes permitted herein LANDLORD may give TENANT notice thereof, by certified U.S. mail, and if TENANT shall fail to remedy such default within ninety (90) days after receipt of such notice, or if such default is of a nature that it cannot be cured within ninety (90) days, if TENANT shall not have taken action to commence to cure such default and be diligently pursuing the same, LANDLORD shall have the right to

institute proceedings for the recovery of possession of the Premises.

9. DAMAGE TO PREMISES:

TENANT agrees that all property placed on the Premises shall be at the risk of TENANT, and that TENANT shall be solely responsible for the repair, maintenance, and operation of the interior portion of the Premises during the term of this Lease, subject to LANDLORD'S and TENANT'S obligations in Section 12 below.

10. FIRE OR OTHER CASUALTY: Intentionally deleted

11. REPAIRS: Intentionally deleted

12. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

13. INSURANCE:

TENANT shall maintain comprehensive liability insurance on the Premises during the term of this lease. Tenant shall maintain liability insurance coverage during the term of this lease.

14. ENVIRONMENTAL CONTAMINATION:

LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease, neither LANDLORD, nor to the best of LANDLORD'S knowledge, any third party has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Premises during the time in which LANDLORD owned the Premises.

15. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Public Health Unit of Broward County.

16. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice.

Notice to TENANT shall be addressed to:

City Manager
Lauderdale Lakes City Hall
4300 NW 36th Street
Fort Lauderdale, Florida 33313

With a copy to:

City Attorney
Sidney C. Calloway
Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, Florida 33301

Notice to the LANDLORD shall be addressed to:

Celeste Dunmore, CRA Executive Director
Lauderdale Lakes Community Redevelopment Agency
4300 NW 36 Street
Lauderdale Lakes, FL 33313

With a copy to:

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

17. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

18. SUCCESSORS; ASSIGNS:

This Lease shall inure to and be binding upon the successors and authorized assigns of the Parties.

19. RIGHT TO MORTGAGE:

LANDLORD may not encumber the Premises by mortgage or mortgages without the prior written consent of TENANT.

20. COPIES OF LEASE:

This Lease shall be executed in triplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

21. PRIOR AGREEMENTS:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

22. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida.

23. CONDEMNATION:

TENANT reserves unto itself, and LANDLORD assigns to TENANT, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. LANDLORD agrees to execute such instruments or assignments as may be required by TENANT, to join with TENANT in any petition for the recovery of damages, if requested by TENANT, and to turn over to TENANT any such damages that may be recovered in any such proceeding. TENANT does not reserve to itself, and LANDLORD does not assign to TENANT, any damages payable for the value of the land alone, excluding the

Building and the improvements to the Land. TENANT shall also retain all damages for any trade fixtures installed by TENANT on the Premises at its cost and expense, whether or not the same are part of the realty, or for any damages for interruption to the business of TENANT.

24. PUBLIC ENTITY CRIMES ACT:

TENANT represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to LANDLORD and may not submit bids on leases of real property to LANDLORD for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of all monies paid hereto.

In addition to the foregoing, TENANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LANDLORD has been placed on the convicted vendor list.

25. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

26. COMPLIANCE WITH LAWS:

LANDLORD and TENANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

27. SEVERANCE:

In the event this Lease or a material portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

28. JOINT PREPARATION:

Preparation of this Lease has been a joint effort of TENANT and LANDLORD and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

29. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

30. RECORDING:

A Memorandum of Lease in the form attached hereto may be executed, delivered and recorded in the public records of Broward County simultaneously with the execution and delivery of this Lease.

31. OTHER PROVISIONS:

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

LEASE AGREEMENT

WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD:

LAUDERDALE LAKES
COMMUNITY REDEVELOPMENT
AGENCY

By: _____
Chairperson

____ day of _____, 2023.

APPROVED AS TO FORM

By _____
CRA Attorney

LEASE AGREEMENT

TENANT:

CITY OF LAUDERDALE LAKES

ATTEST

By _____
Mayor

_____ day of _____, 2023.

City Clerk

EXHIBIT A

DESCRIPTION:

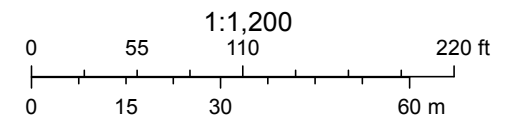
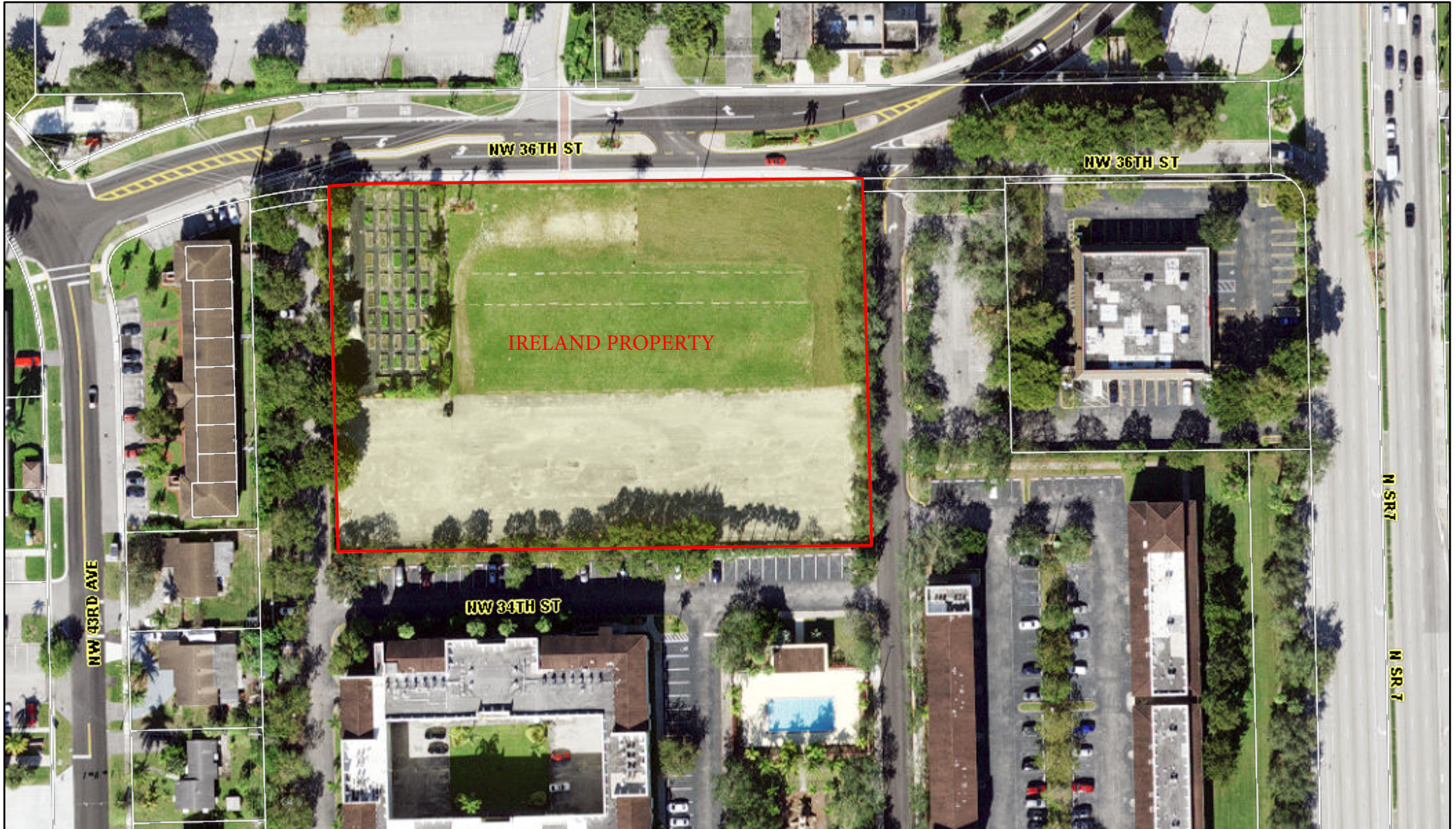
A PORTION OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SECTION 24, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE DUE WEST ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 53.01 FEET; THENCE NORTH 00°55'50" WEST, ALONG A LINE PARALLEL WITH AND 53.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 2068.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°12'40" AND AN ARC DISTANCE OF 38.93 FEET TO A POINT OF TANGENCY AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 36th STREET; THENCE SOUTH 89°51'30" WEST ALONG THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 309.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°55'50" EAST, A DISTANCE OF 277.87 FEET; THENCE SOUTH 89°51'30" WEST, A DISTANCE OF 403.42 FEET; THENCE NORTH 00°55'50" WEST, A DISTANCE OF 276.35 FEET TO A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 36th STREET AND A POINT ON A CURVE; THENCE EASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT WHOSE TANGENT BEARS NORTH 65°13'11" EAST WITH A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 04°38'19" AND AN ARC DISTANCE OF 37.65 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 36th STREET, NORTH 89°51'30" EAST, A DISTANCE OF 365.79 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, CONTAINING 2.573 ACRES, MORE OR LESS.

Property Id: 494124000119

**Please see map disclaimer



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

CRA RESOLUTION 2023-022 AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND CITY OF LAUDERDALE LAKES FOR THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF NW 31ST AVENUE AND 40TH STREET

Summary

This is a resolution authorizing the execution of a lease agreement between the Lauderdale Lakes Community Redevelopment Agency and the City of Lauderdale Lakes to extend the lease associated with the property located at the southwest corner of NW 31st Avenue and NW 40th Street.

Staff Recommendation

Background:

The Lauderdale Lakes Community Redevelopment Agency (CRA) acquired a property on the southwest corner of NW 31 Avenue and NW 40 Street. The property is currently vacant and awaiting future development.

In collaboration with the City of Lauderdale Lakes, a lease agreement between the Lauderdale Lakes CRA and City of Lauderdale Lakes was executed with the intent to plan public recreational and educational activities in a garden, known as the Children's Garden. Over the years, activities have been hosted involving youth from local schools and Broward Sheriff's Office programs which have gained national attention. The activities, which take place on CRA owned land, have focused on healthy living initiatives.

This property located on NW 31st Avenue and NW 40th Street has been under a lease to accommodate the Children's Garden. The lease will expire on October 19, 2023. Approval is requested to allow the continuation of a lease for local benefit. Lease provisions will allow cancellation and possible relocation of programs should the CRA wish to pursue the physical development of the property in the future.

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 9/19/2023

ATTACHMENTS:

Description	Type
❑ CRA Resolution 2023-022 Extending the lease agreement term with City of Lauderdale Lakes for Children's Garden	Resolution
❑ Exhibit A to CRA Resolution 2023-022 Approving modified lease agreement with City of Lauderdale Lakes for Children's Garden	Cover Memo
❑ Exhibit A to Agreement - City of Lauderdale Lakes - Children's Garden Legal Description	Exhibit
❑ Backup to CRA Resolution - BCPA Map - Children's Garden Lease Agreement	Backup Material

CRA RESOLUTION 2023-022

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND CITY OF LAUDERDALE LAKES FOR THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF NW 31ST AVENUE AND 40TH STREET; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, by Resolution No.02-205, the City Commission of the City of Lauderdale Lakes adopted a community redevelopment plan (the "Plan") for the community redevelopment area as fully described in that Resolution (the "Community Redevelopment Area") as amended by the adoption of Resolution 2013-123 amending the Plan (the "Amended Plan") (the Amended Plan and the Plan will be jointly referred to as the Plan); and

WHEREAS, the Plan provides for the development of recreational and park facilities; and

WHEREAS, the Agency, pursuant to the Plan, owns property in the CRA Area located at the southwest corner of NW 31st Avenue and 40th Street known as the Children's Property (the "Property"); and

WHEREAS, the City, in cooperation with the Broward County Sheriff's Office and Broward County Public Schools, uses the Property for mutually agreed upon activities in

furtherance of the Redevelopment Plan goals; and

WHEREAS, the City of Lauderdale Lakes (the "City" and the Agency previously entered into a lease which expires on October 19, 2023; and

WHEREAS, the City and the Agency desire to extend the lease.

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

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

Section 2. AUTHORIZATION, DIRECTION: The Chairperson and the Secretary are hereby authorized and directed to execute the Lease Agreement for the Property substantially in the form attached hereto as Exhibit A.

Section 4. AUTHORIZATION AND DIRECTION: The Chairperson, Secretary and the CRA Executive Director, 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 SEPTEMBER 19, 2023.

[Signatures on the next page]

VERONICA EDWARDS PHILLIPS, CHAIRPERSON

ATTEST:

VENICE HOWARD, CMC, SECRETARY

VOTE:

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this _____ day of _____, 2023, by and between the Lauderdale Lakes Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, its successors and assigns, hereinafter referred to as "CRA." (hereinafter referred to as the "LANDLORD"), and the City of Lauderdale Lakes, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "CITY" (hereinafter referred to as the "TENANT") , having an address at 4300 N.W. 36 Street, Lauderdale Lakes, FL 33319-5599.

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is hereby mutually agreed by and between the parties as follows:

1. DESCRIPTION, TERM AND RENT:

LANDLORD hereby leases unto TENANT property located at the southwest corner of NW 31st Avenue and 40th Street more particularly described in Exhibit "A" attached hereto ("Premises"). The term of this Lease is seven (7) years commencing upon the execution of this lease, plus any renewals exercised per this Lease, for the total rental of One Dollar (\$1.00), the receipt and sufficiency of which LANDLORD acknowledges. Provided, however, Tenant shall upon 60 days written notice from the Landlord vacate the Premises.

2. USE OF PREMISES:

TENANT may use and occupy the Premises for a Children's Community Garden as well as any other uses mutually agreed upon by the LANDLORD and TENANT which is in furtherance of the Adopted Community Redevelopment Plan. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises.

3. UTILITIES AND OTHER SERVICES:

All utilities, services and expenses for the Premises shall be paid by LANDLORD.

4. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this Lease, TENANT may upon the approval of LANDLORD, such approval not to be unreasonably withheld delayed or conditioned, at its own expense, make such changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. All alterations and improvements made or caused to be made by

TENANT which are permanently affixed to the land shall be the property of TENANT until such time as this Lease is terminated at which time such alterations and improvements shall become the property of the LANDLORD. TENANT shall execute and deliver to LANDLORD a bill of sale or other appropriate documentation at such time to evidence LANDLORD's ownership interest in the alterations and improvements.

5. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease which shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section.

6. ASSIGNMENT OR SUBLETTING:

TENANT may assign or sublet all or portions of the Premises for the remainder of the term or portions thereof with the approval of LANDLORD, which approval LANDLORD shall not unreasonably delay or withhold. Provided that the Premises continue to be used for the permitted uses herein by citizens, civic groups, not for profit or governmental entity. LANDLORD herein grants its consent for such subletting or assignment without the necessity of further action for permitted uses as defined in Section 3 above. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the Sub lessee defaults.

7. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns.

8. RECOVERY OF POSSESSION ON DEFAULT:

In the event that the Premises are not used principally for the purposes permitted herein LANDLORD may give TENANT notice thereof, by certified U.S. mail, and if TENANT shall fail to remedy such default within ninety (90) days after receipt of such notice, or if such default is of a nature that it cannot be cured within ninety (90) days, if TENANT shall not have taken action to commence to cure such default and be diligently pursuing the same, LANDLORD shall have the right to

institute proceedings for the recovery of possession of the Premises.

9. DAMAGE TO PREMISES:

TENANT agrees that all property placed on the Premises shall be at the risk of TENANT, and that TENANT shall be solely responsible for the repair, maintenance, and operation of the interior portion of the Premises during the term of this Lease, subject to LANDLORD's and TENANT's obligations in Section 12 below.

10. FIRE OR OTHER CASUALTY: Intentionally deleted

11. REPAIRS: Intentionally deleted

12. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

13. INSURANCE:

TENANT shall maintain comprehensive liability insurance on the Premises during the term of this lease. TENANT shall maintain liability insurance coverage during the term of this lease.

14. ENVIRONMENTAL CONTAMINATION:

LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease, neither LANDLORD, nor to the best of LANDLORD'S knowledge, any third party has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Premises during the time in which LANDLORD owned the Premises.

15. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Public Health Unit of Broward County.

16. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice.

Notice to TENANT shall be addressed to:

City Manager
Lauderdale Lakes City Hall
4300 NW 36th Street
Fort Lauderdale, Florida 33313

With copies to:

City Attorney
Sidney C. Calloway
Shutts & Bowen LLP
200 E. Las Olas Boulevard, Suite 2100
Fort Lauderdale, Florida 33301

Notice to the LANDLORD shall be addressed to:

Celeste Dunmore, CRA Executive Director
Lauderdale Lakes Community Redevelopment Agency
4300 NW 36 Street
Lauderdale Lakes, FL 33313

With a copy to:

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

17. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

18. SUCCESSORS; ASSIGNS:

This Lease shall inure to and be binding upon the successors and authorized assigns of the Parties.

19. RIGHT TO MORTGAGE:

LANDLORD may not encumber the Premises by mortgage or mortgages without the prior written consent of TENANT.

20. COPIES OF LEASE:

This Lease shall be executed in triplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

21. PRIOR AGREEMENTS:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

22. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida.

23. CONDEMNATION:

TENANT reserves unto itself, and LANDLORD assigns to TENANT, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. LANDLORD agrees to execute such instruments or assignments as may be required by TENANT, to join with TENANT in any petition for the recovery of damages, if requested by TENANT, and to turn over to TENANT any such damages that may be recovered in any such proceeding. TENANT does not reserve to itself, and LANDLORD does not assign to TENANT, any damages payable for the value of the land alone, excluding the

Building and the improvements to the Land. TENANT shall also retain all damages for any trade fixtures installed by TENANT on the Premises at its cost and expense, whether or not the same are part of the realty, or for any damages for interruption to the business of TENANT.

24. PUBLIC ENTITY CRIMES ACT:

TENANT represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to LANDLORD and may not submit bids on leases of real property to LANDLORD for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of all monies paid hereto.

In addition to the foregoing, TENANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LANDLORD has been placed on the convicted vendor list.

25. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

26. COMPLIANCE WITH LAWS:

LANDLORD and TENANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

27. SEVERANCE:

In the event this Lease or a material portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

28. JOINT PREPARATION:

Preparation of this Lease has been a joint effort of TENANT and LANDLORD and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

29. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

30. RECORDING:

A Memorandum of Lease in the form attached hereto may be executed, delivered and recorded in the public records of Broward County simultaneously with the execution and delivery of this Lease.

31. OTHER PROVISIONS:

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

LEASE AGREEMENT

WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD:

LAUDERDALE LAKES
COMMUNITY REDEVELOPMENT
AGENCY

By: _____
Chairperson

____ day of _____, 2023.

APPROVED AS TO FORM

By _____
CRA Attorney

LEASE AGREEMENT

TENANT:

CITY OF LAUDERDALE LAKES

ATTEST:

By _____
Mayor

_____ day of _____, 2023.

City Clerk

EXHIBIT A

PARCEL "A"

A portion of Tract "A" ORIOLE ESTATES, SECTION 8, according to the Plat thereof, as recorded in Plat Book 65, Page 9, in the Public Records of Broward County, Florida; being more particularly described as follows:

The East 61.00 feet of the West 161.00 feet of the North 120.71 feet of said Tract "A".

(Folio No. 4942-19-15-2167)

(Street address: 3110 N.W. 40th Street, Lauderdale Lakes, FL)

PARCEL "B"

A portion of Tract "A" ORIOLE ESTATES, SECTION 8, according to the Plat thereof, as recorded in Plat Book 65, Page 9, in the Public Records of Broward County, Florida; being more particularly described as follows:

The South 60.00 feet of the North 180.71 feet of the East 118.00 feet of said Tract "A".

(Folio No. 4942-19-15-2160)

(Street address: 3981 N.W. 31st Avenue, Lauderdale Lakes, FL)

PARCEL "C"

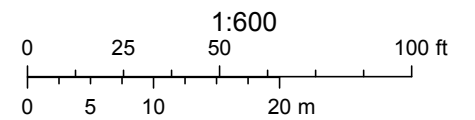
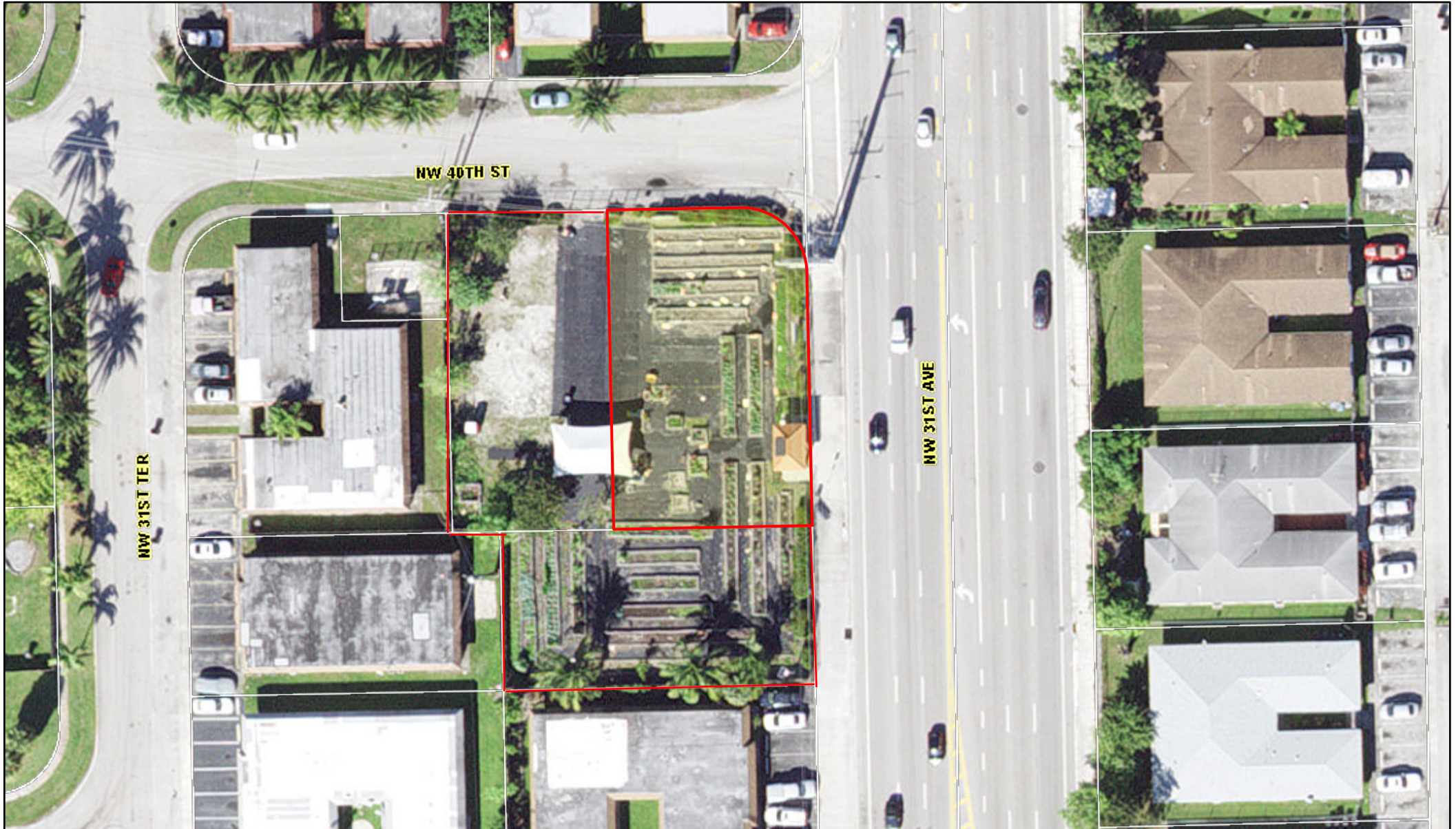
A portion of Tract "A" ORIOLE ESTATES, SECTION 8, according to the Plat thereof, as recorded in Plat Book 65, Page 9, in the Public Records of Broward County, Florida; being more particularly described as follows:

The North 120.71 feet of said Tract "A", less and except the West 161.00 feet thereof.

(Folio No. 4942-19-15-2166)

(Street address: 3100 N.W. 40th Street, Lauderdale Lakes, FL)

(Hereinafter, Parcel "A", "B" and "C" to be collectively referred to as "Public Lands".)



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

CRA RESOLUTION 2023-023 APPROVING AND ADOPTING A BUDGET FOR THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024, COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; APPROPRIATING FUNDS FOR THE OPERATION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024

Summary

This is a resolution adopting the Fiscal Year 2024 Budget. The proposed budget is presented for review and consideration.

Staff Recommendation

Background:

The proposed Fiscal Year 2024 Budget for the Community Redevelopment Agency has been developed with thoughtful consideration of CRA resource allocations to support established goals of the CRA. See the attached documents for further review.

Funding Source:

Not applicable

Fiscal Impact:

The total revenue for the fiscal year 2024 budget is \$20,644,553.

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director and Asheley A. Hepburn, Financial Services Director

Meeting Date: 9/19/2023

ATTACHMENTS:

Description	Type
❑ CRA Resolution 2023-023 Adopting the Fiscal Year 2024 Budget	Resolution
❑ Exhibit A to CRA Resolution 2023-023 Approving the Fiscal Year 2024 Budget	Exhibit
❑ FY2024 Budget Message	Backup Material
❑ FY2024 CRA Budget Summary	Backup Material
❑ FY2024 CRA Organizational Chart	Backup Material
❑ FY2024 CRA Budget Justification	Backup Material

CRA RESOLUTION 2023-023

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY APPROVING AND ADOPTING A BUDGET FOR THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024, COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; APPROPRIATING FUNDS FOR THE OPERATION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CRA ADMINISTRATOR/CITY MANAGER; PROVIDING FOR THE AMENDMENT OF THE BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2024 budget estimates of the revenue and other sources, and the requirements for expenditures and other uses of Community Redevelopment Agency (CRA) operating funds has heretofore been prepared by the Department of Financial Services, CRA Administrator/City Manager and the CRA Executive Director and submitted to the Board of Commissioners of the Lauderdale Lakes Community Redevelopment Agency, as is required by Chapter 163, Part III, Florida Statutes (the "Act"), and

WHEREAS, the CRA Board of Commissioners has received the proposed annual budget for Fiscal Year 2024 as recommended by the CRA Administrator/City Manager and CRA Executive Director, and

WHEREAS, the CRA Board of Commissioners has determined the amount of money that is necessary to conduct the affairs of the CRA as required by CRA operating funds for Fiscal Year 2024, so that the business of the CRA may be conducted on a balanced budget, and

WHEREAS, the CRA Board of Commissioners has also determined the amount of Tax Increment Funding to be deposited in the Lauderdale Lakes Community Redevelopment Agency Trust Fund.

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

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

SECTION 2. ADOPTION OF BUDGET: The Lauderdale Lakes Community Redevelopment Agency Board of Commissioners hereby approves and adopts the estimates of revenue and expenditures of the Lauderdale Lakes Community Redevelopment Agency for Fiscal Year 2024, commencing October 1, 2023, and ending September 30, 2024, as specifically set forth on the attached Exhibit "A", which is incorporated herein by reference.

SECTION 3. AUTOMATIC AMENDMENT: The Fiscal Year 2024 Budget is automatically amended to reappropriate encumbrances, outstanding contracts, capital outlay of project funds reserved or unexpended from Fiscal Year 2023, said appropriation having been previously approved by the CRA Board of Commissioners.

SECTION 4. AUTHORIZATION TO CORRECT SCRIVENER'S ERRORS: The CRA Administrator/City Manager is hereby authorized and empowered to amend the budget on an as-is needed basis in order to correct typographical errors or omissions that are purely scrivener's errors.

SECTION 5. AUTHORITY TO AMEND BUDGET BASED UPON RECEIPT OF GRANT FUNDS: The budget shall be automatically amended upon the adoption of a resolution to accept a grant or donation over Five Thousand One and no/100 (\$5,001) Dollars. Such amendments shall be automatic only when such amendments are authorized in the resolution accepting the grant or donation. The budget will be automatically amended upon receipt of a grant or donation for less than Five Thousand

One and no/100 (\$5,001) Dollars.

SECTION 6. APPROPRIATION OF UNANTICIPATED REVENUE: The CRA Administrator/City Manager is hereby authorized to appropriate unanticipated revenue as deemed necessary, subject to the Board of Commissioners' approval.

SECTION 7. EFFECTIVE DATE: This Resolution shall become effective immediately upon its final passage.

ADOPTED BY THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING HELD ON SEPTEMBER 19, 2023.

VERONICA EDWARDS PHILLIPS, CHAIRPERSON

ATTEST:

VENICE HOWARD, CMC, SECRETARY

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

Exhibit A to CRA Resolution

COMMUNITY REDEVELOPMENT AGENCY FY2024 BUDGET REQUEST		
Org./Obj.	Account Description	FY 2024 Budget Request
10980 311100	Tax Increment Payment	\$5,411,607
10996 361100	Interest Income	\$16,000
10996 364000	Sale of CRA's Assets	\$0
10996 369920	Miscellaneous Revenue	\$278,000
109 399000	Reappropriated Fund Balance	\$14,938,946.00
	CRA TOTAL REVENUE	\$20,644,553
1090500 1210	Regular Salaries	\$351,327
1090500 1250	Vacation Buy Back	\$4,000
1090500 1410	Overtime	\$0
1090500 2110	FICA Taxes	\$26,877
1090500 2210	Retirement Contribution	\$41,411
1090500 2310	Life & Health Insurance	\$68,290
1090500 2350	Cafeteria	\$11,452
	PERSONNEL	\$503,357
1090500 3110	Professional Services	\$180,000
1090500 3125	Prof Svc - Legal	\$88,864
1090500 3410	Other Contractual Services	\$945,000
1090500 4009	Expense Car Allowance	\$6,457
1090500 4010	Travel & Per Diem	\$17,500
1090500 4110	Telecommunications	\$2,400
1090500 4111	Postage	\$5,000
1090500 4255	Administrative Charge	\$145,000
1090500 4311	Water & Sewer	\$6,000
1090500 4410	Rentals & Leases	\$4,000
1090500 4510	Insurance	\$7,000
1090500 4611	Repairs & Maintenance	\$17,000
1090500 4710	Printing & Binding	\$8,500
1090500 4810	Promotional Activities	\$5,000
1090500 4909	Redevelopment Incentives	\$14,000,000
1090500 4910	Legal Advertisements	\$2,000
1090500 4911	Other Current Charges	\$25,000
1090500 5110	Office Supplies	\$2,500
1090500 5212	Miscellaneous Operating Supply	\$3,944
1090500 5213	Landscape	\$5,000
1090500 5214	Uniforms	\$300
1090500 5410	Subscriptions & Memberships	\$4,180
1090500 5510	Training	\$6,000
	OPERATING EXPENSES	\$15,486,645
1090500 6310	Improvements Other Than Bldg	\$3,140,505
1090500 6310	Park Improvements Other Than Bldg	\$330,000
1090500 6410	Machinery, Equipment & Furniture	\$2,000
1090500 6411	Computer Software >\$5k	\$600
	CAPITAL	\$3,473,105
1097575 7110	Principal Line of Credit 91	\$610,000
1097575 7113	Principal-Line of Credit 117	\$263,078
1097575 7118	Principal-Line of Credit 59	\$0
1097575 7210	Interest Line of Credit 91	\$53,000
1097575 7212	Interest-Line of Credit 117	\$5,368
	DEBT	\$931,446
1090500 8321	Residential P&E Program	\$250,000
	CRA TOTAL EXPENSES	\$20,644,553
	NET	(\$0)



September 19, 2023

Lauderdale Lakes Community Redevelopment Agency (CRA)
City of Lauderdale Lakes City Hall
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319

Re: Proposed Fiscal Year 2024 Budget

Honorable Chairperson, Vice-Chairperson and Commissioners,

I am pleased to present the proposed Fiscal Year 2024 Budget of the Lauderdale Lakes Community Redevelopment Agency (CRA). The recommendations are made in alignment with the established CRA goals, budgetary needs to achieve those goals and prioritization of community needs. For your review, I am providing a synopsis of the Fiscal Year 2023 accomplishments, Fiscal Year 2024 Goals, Organizational Chart and proposed Fiscal Year 2024 Budget.

As you are aware, the Florida Legislature adopted legislation requiring Community Redevelopment Agencies to provide an Audit Report separate and apart from the governing body. For the third consecutive year, the Lauderdale Lakes CRA was deemed to be financially healthy. We remained on course to complete projects while utilizing funds in an efficient and effective manner.

In Fiscal Year 2023, there was a focus on advancing commercial and residential projects. A contractor was secured to complete the Somerset Drive Roundabout Project. The Trailhead Park Project is now underway. Commercial facade improvement program funds totaling \$1.7 million were approved to make substantial improvements to two plazas. In the first funding cycle, Residential Preservation and Enhancement Program funds totaling approximately \$185,000 were contributed to complete six multi-family home improvement projects. Staff shared information on the comprehensive Capital Improvement Project (CIP) Master Plan totaling over \$4 million to complete four capital projects throughout the district. Upon approval, the CIP Master Plan will be incorporated into the modified Redevelopment Plan through the appropriate public process. Other initiatives are noted in the budget summary.

The Lauderdale Lakes Community Redevelopment Agency supported and promoted programs for local businesses. A series of webinars were conducted by various business development

agencies at no cost to business owners. The CRA supported initiatives that were in alignment with established goals and objectives to enhance economic opportunities for residents, business owners and property owners. Building alliances with organizations that share our commitment to provide much needed resources was essential to the overall success of those initiatives.

The proposed Fiscal Year 2024 Budget for the Lauderdale Lakes Community Redevelopment Agency commencing October 1, 2023 and ending September 31, 2024 was prepared in accordance with Chapter 163, Part III, Florida Statutes, adopted Bylaws and CRA/City Service Agreement. The proposed budget was prepared in collaboration with the City of Lauderdale Lakes Administration. These financial resources align with the City's established Strategic Plan and Redevelopment Plan to support program delivery, complete projects and facilitate new projects.

The proposed Fiscal Year 2024 Budget consisting of personnel, operating expenses, capital and debt service was carefully developed with consideration to carrying out CRA activities. The Community Redevelopment Agency Staff will provide administrative oversight. The CRA Executive Director, Economic Development Manager and Administrative Coordinator are the paid full time positions, along with partial funding for the City Manager/CRA Administrator. The City of Lauderdale Lakes will continue to provide support services as agreed upon in the Service Agreement.

The operating expenses include redevelopment incentives that will create the synergy for encouraging the transformation of the corridor as envisioned in the CRA district. Funds to facilitate the redevelopment and development of properties will stimulate economic growth. The Homebuyer Purchase Assistance Program will be implemented to increase homeownership opportunities in the district. One of the new initiatives is the Community Policing Innovation designed to provide greater police presence above and beyond the existing level of service, enhance community relationships and increase participation in community activities. Capital includes funds to complete projects, such as the Somerset Drive Roundabout and Trailhead Park. Debt service is covered in the budget with plans to pay off Note 117 at the beginning of the fiscal year. Additional funding recommendations for the proposed Fiscal Year 2024 Budget are attached.

Our Lauderdale Lakes CRA is favorably positioned to leverage existing funds to encourage redevelopment and development of the corridor. I look forward to our discussion regarding the budget and strategies to achieve CRA goals. Our team of professionals are available to provide the necessary information to assist you in making informed financial decisions. Thank you in advance for your ongoing support.

Sincerely,



Treasa Brown Stubbs
City Manager /CRA Administrator

CC: Celeste Dunmore, CRA Executive Director
Asheley A. Hepburn, Financial Services Director
J. Michael Haygood, CRA Attorney

COMMUNITY REDEVELOPMENT AGENCY (CRA)

Purpose:

The Lauderdale Lakes Community Redevelopment Agency (CRA) was established in 2000 to implement strategies for community and economic renewal based on priorities determined through dialogue with the public. A portion of the improvement in property values within the boundaries of the CRA District are captured and redirected toward the goals and priorities reflected in the CRA Master Plan.

City's Strategic Planning Goals:

- Enhance growth management codes to embrace diversity, improve aesthetics and maximize economic development
- Maintain and improve public infrastructure
- Expand community engagement and improve public image

FY2023 Major Accomplishments:

- Substantially completed the construction of the Trailhead Park
- Substantially completed the Somerset Drive Roundabout Project
- Awarded \$1.5 million in Commercial Facade Improvement Program funds
- Facilitated the second cycle of the Residential Preservation and Enhancement Program
- Continued to promote the healthy living initiative through the community gardens
- Promoted the Business First! Initiative to enhance the overall financial health of businesses by facilitating workshops, sessions and training (virtual and in-person)
- Worked with the City of Lauderdale Lakes to implement business recruitment strategies
- Continued to support the City's programs focused on providing financial resources to businesses

FY2024 Projects and Initiatives:

- Complete the Somerset Drive Roundabout Project
- Complete the Trailhead Park
- Encourage redevelopment and participation in the Commercial Facade Improvement Program and Development Assistance Program to revitalize the commercial corridor
- Facilitate the CRA Redevelopment Plan modification process
- Promote the Business First! Initiative to enhance the overall financial health of businesses by facilitating workshops, sessions and training (virtual and in-person)
- Continue to support the City's programs focused on providing financial resources to businesses that are recovering from the coronavirus pandemic

Staffing Levels:

Personnel Complement			
	Full-Time*	Part-Time	Temp
FY 2023	4	0	0
FY 2024	4	0	0
DIFFERENCE			

* one (1) position is unfunded

Community Redevelopment Agency (CRA)

TOTAL - 4

COMMUNITY REDEVELOPMENT
AGENCY*- (4 FT)

Executive Director	1
Economic Development Manager	1
Administrative Coordinator	1
Staff Assistant*	1

*Unfunded position

COMMUNITY REDEVELOPMENT AGENCY FY 2023 BUDGET REQUEST						
Org./Obj.	Account Description	FY2022 Revised Budget	FY2023 Adopted Budget	FY 2024 Budget Request	FY2024 vs FY2023 (\$)	FY2024 vs FY2023 (%)
10980 311100	Tax Increment Payment	\$4,086,576	\$4,476,701	\$5,411,607	\$934,906	20.88%
10996 361100	Interest Income	\$10,500	\$15,000	\$16,000	\$1,000	6.67%
10996 364000	Sale of CRA's Assets	\$0	\$0	\$0	\$0	0.00%
10996 369920	Miscellaneous Revenue	\$210,000	\$210,000	\$278,000	\$68,000	32.38%
109 399000	Reappropriated Fund Balance	\$ 8,882,166	\$ 11,612,220	\$ 14,938,946	\$3,326,726	28.65%
	CRA TOTAL REVENUE	\$13,189,242	\$16,313,921	\$20,644,553	\$4,330,632	
1090500 1210	Regular Salaries	\$306,206	\$309,701	\$351,327	\$41,626	13.44%
1090500 1250	Vacation Buy Back	\$4,000	\$4,100	\$4,000	(\$100)	-2.44%
1090500 1410	Overtime	\$0	\$0	\$0	\$0	0.00%
1090500 2110	FICA Taxes	\$23,425	\$27,292	\$26,877	(\$415)	-1.52%
1090500 2210	Retirement Contribution	\$36,565	\$37,060	\$41,411	\$4,351	11.74%
1090500 2310	Life & Health Insurance	\$41,455	\$50,082	\$68,290	\$18,208	36.36%
1090500 2350	Cafeteria	\$10,676	\$10,676	\$11,452	\$776	7.27%
	PERSONNEL	\$422,327	\$438,911	\$503,357	\$64,446	
1090500 3110	Professional Services	\$161,600	\$300,000	\$180,000	(\$120,000)	-40.00%
1090500 3125	Prof Svc - Legal	\$78,864	\$88,864	\$88,864	\$0	0.00%
1090500 3410	Other Contractual Services	\$280,000	\$220,000	\$945,000	\$725,000	329.55%
1090500 4009	Expense Car Allowance	\$6,391	\$6,391	\$6,457	\$66	1.03%
1090500 4010	Travel & Per Diem	\$12,500	\$17,500	\$17,500	\$0	0.00%
1090500 4110	Telecommunications	\$2,400	\$2,400	\$2,400	\$0	0.00%
1090500 4111	Postage	\$2,000	\$5,000	\$5,000	\$0	0.00%
1090500 4255	Administrative Charge	\$160,000	\$160,000	\$145,000	(\$15,000)	-9.38%
1090500 4311	Water & Sewer	\$6,000	\$6,000	\$6,000	\$0	0.00%
1090500 4410	Rentals & Leases	\$6,000	\$6,000	\$4,000	(\$2,000)	-33.33%
1090500 4510	Insurance	\$4,800	\$4,900	\$7,000	\$2,100	42.86%
1090500 4611	Repairs & Maintenance	\$16,000	\$24,000	\$17,000	(\$7,000)	-29.17%
1090500 4710	Printing & Binding	\$5,000	\$6,000	\$8,500	\$2,500	41.67%
1090500 4810	Promotional Activities	\$5,000	\$10,000	\$5,000	(\$5,000)	-50.00%
1090500 4909	Redevelopment Incentives	\$9,000,000	\$11,450,000	\$14,000,000	\$2,550,000	22.27%
1090500 4910	Legal Advertisements	\$1,000	\$2,000	\$2,000	\$0	0.00%
1090500 4911	Other Current Charges	\$20,000	\$20,000	\$25,000	\$5,000	25.00%
1090500 5110	Office Supplies	\$2,500	\$1,600	\$2,500	\$900	56.25%
1090500 5212	Miscellaneous Operating Supply	\$1,951	\$11,559	\$3,944	(\$7,615)	-65.88%
1090500 5213	Landscape	\$5,000	\$5,000	\$5,000	\$0	0.00%
1090500 5214	Uniforms	\$100	\$300	\$300	\$0	0.00%
1090500 5410	Subscriptions & Memberships	\$3,980	\$4,480	\$4,180	(\$300)	-6.70%
1090500 5510	Training	\$6,000	\$6,000	\$6,000	\$0	0.00%
	OPERATING EXPENSES	\$9,787,086	\$12,357,994	\$15,486,645	\$3,128,651	
1090500 6310	Improvements Other Than Bldg	\$1,250,000	\$1,830,000	\$3,140,505	\$1,310,505	71.61%
1090500 6310	Park Improvements Other Than Bldg	\$550,000	\$415,000	\$330,000	(\$85,000)	-20.48%
1090500 6410	Machinery, Equipment & Furniture	\$2,000	\$2,000	\$2,000	\$0	0.00%
1090500 6411	Computer Software >\$5k	\$500	\$0	\$600	\$600	0.00%
	CAPITAL	\$1,802,500	\$2,247,000	\$3,473,105	\$1,226,105	
1097575 7110	Principal Line of Credit 91	\$502,016	\$502,016	\$610,000	\$107,984	21.51%
1097575 7113	Principal-Line of Credit 117	\$235,113	\$230,000	\$263,078	\$33,078	14.38%
1097575 7118	Principal-Line of Credit 59	\$0	\$0	\$0	\$0	0.00%
1097575 7210	Interest Line of Credit 91	\$104,199	\$155,000	\$53,000	(\$102,000)	-65.81%
1097575 7212	Interest-Line of Credit 117	\$36,000	\$58,000	\$5,368	(\$52,632)	-90.74%
	DEBT	\$1,177,328	\$945,016	\$931,446	(\$45,882)	-3.90%
1090500 8321	Residential P&E Program	\$300,000	\$325,000	\$250,000	(\$75,000)	-23.08%
	CRA TOTAL EXPENSES	\$13,189,241	\$16,313,921	\$20,644,553	\$5,180,991	39.28%
	NET	\$0	(\$0)	(\$0)	(\$184,900)	(\$0)