



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

April 15, 2025

5:30 PM

Please join the meeting via Zoom

<https://us06web.zoom.us/j/88932957741>

Please join the meeting via telephone:

1 305 224 1968 or 1 646 931 3860

Meeting ID: 889 3295 7741

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **MINUTES FROM PREVIOUS MEETING**
 - A. MARCH 18, 2025 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 March 2025.
6. **FINANCE DIRECTOR REPORT**
 - A. CRA RESOLUTION 2025-006 RATIFYING THE ACTING CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2025, PERIOD 6 (MARCH 2025) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES
This resolution serves to ratify the March 2025 (Period 6) Financial Activity Report provided by the Financial Services Department.
7. **CHAIRMAN REPORT**
8. **COMMITTEE REPORTS : STANDING**
9. **COMMITTEE REPORTS : AD HOC**
10. **LEGAL REPORT**
11. **OLD BUSINESS**
12. **NEW BUSINESS**

- A.** CRA RESOLUTION 2025-007 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND PAUL YOUNG AND CHERYL TUCKER-YOUNG FOR AN AMOUNT NOT TO EXCEED \$27,400.00 RELATED TO THE PROPERTY LOCATED AT 2951 NW 43 TERRACE, LAUDERDALE LAKES, FL 33313

This resolution approves the execution of an agreement with Paul Young and Cheryl Tucker-Young to provide Residential Preservation and Enhancement Program funds upon completion and approval of the residential program improvements at 2951 NW 43 Terrace, Lauderdale Lakes, Florida 33313.

- B.** CRA RESOLUTION 2025-008 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND MARQUIS JOHNSON FOR AN AMOUNT NOT TO EXCEED \$53,756 RELATED TO THE PROPERTY LOCATED AT 3961 NW 31 AVENUE, LAUDERDALE LAKES, FLORIDA 33309

This resolution approves the execution of an agreement with Marquis Johnson to provide Residential Preservation and Enhancement Program funds upon completion of the Residential Preservation and Enhancement Program Project located at 3961 NW 31 Terrace, Lauderdale Lakes, Florida 33309.

13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS

14. ADJOURNMENT

Chairperson Sharon Thomas - Vice Chair Easton K. Harrison

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

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

| |
|---|
| Title |
| MARCH 18, 2025 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES |
| Summary |
| Staff Recommendation |

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 4/15/2025

ATTACHMENTS:

| Description | Type |
|---|---------|
| <input type="checkbox"/> March 18, 2025 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

March 18, 2025

5:00 PM

1. CALL TO ORDER

Chairperson Sharon Thomas called the March 18, 2025, Community Redevelopment Agency (CRA) Meeting to order at 5:30 p.m.

2. ROLL CALL

PRESENT

Chairperson Sharon Thomas

Vice Chair Easton Harrison

Board Member Tycie Causwell

Board Member Veronica Edwards Phillips

Board Member Karlene Maxwell-Williams

ALSO PRESENT

CRA Administrator Venice Howard

CRA Executive Director Celestine Dunmore

CRA Attorney Michael Haygood

CRA Secretary Pavitri Watson

City Staff

3. MINUTES FROM PREVIOUS MEETING

A. FEBRUARY 18, 2025 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

Board Member Edwards Phillips made a motion to approve February 18, 2025 CRA Meeting Minutes.

Chairperson Thomas requested a roll call:

FOR: Chairperson Thomas, Vice Chairperson Harrison, Board Member Causwell, Board Member Edwards Phillips, Board Member Maxwell-Williams

Motion passes: 5-0

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

Former Commissioner Beverly Williams.

Ms. Williams gave insight on how the Lauderdale Lakes Garden was started. She stated that in 2010 Mr. Gary Rogers attended an event and later thought of starting a garden.

Ms. Williams stated that there has been a significant number of residents that has learned how to grow. Starting out with 18 families, it has now grown to 38 families.

Board Member Causwell stated that Park Lakes Elementary is looking for someone like Ms. Williams to start their garden.

Ms. Williams expressed concern about who will be available to do the necessary maintenance on the garden.

Board Member Causwell stated on February 24th at Career Day and Ms. Paris, Principal wanted to resuscitate the Children's Garden.

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 February 2025.

CRA Executive Director Celestine Dunmore gave a presentation to showcase the progress of the Children's Garden from beginning to current time.

Children's Garden

Ms. Dunmore stated that there are many activities such as the arts project. She also stated that students from different schools such as Piney Grove, Lauderdale Lakes Middle, and city volunteers visited the garden.

Ms. Dunmore also stated that there are 5 schools that are interested in receiving items from the Lauderdale Lakes Garden. She also stated that there are some that's interested in starting a garden.

Ms. Dunmore stated that she would like to get the approval from the board to transfer the items to the city or to the schools scheduled to take place in April of 2025. She also stated that the garden will be closed to the public in June and will begin clearing the site during the summer.

Vice Chair Harrison stated that he is in favor of helping start the gardens mentioned by Ms. Dunmore and also stated that he has helped start gardens in Sistrunk located in Fort Lauderdale, and City of Oakland Park at Carter G Woodson Park.

Vice Chair Harrison stated that the areas of 33311, 33319 and 33309 are a short food supply area and would be happy to volunteer.

Board Member Edwards Phillips showed her appreciation to Former Commissioner Beverly Williams for her commitment to the gardens. She also stated that it's a great idea to donate the items to the schools.

Chairperson Thomas and Vice Chair Harrison also stated that they are in agreement with donating the items to the schools. She also stated that the board will be recognizing Former Commissioner Beverly Williams.

Board Member Causwell made a motion to accept the garden items.

FOR: Chairperson Thomas, Vice Chair Harrison, Board Member Causwell, Board Member Edwards Phillips, Board Member Maxwell-Williams

Motion passed: 5-0

Ms. Dunmore provided an update on events and activities for the month of February.

Lakes Shoppes

Ms. Dunmore stated that the Lakes Shoppes property improvements are complete. Ms. Dunmore also stated that the CRA has paid out the funds to the property owner completely.

M-Lasik

The M-Lasik, LLC project is nearing completion by the end of March.

Residential Preservation Program

Ms. Dunmore stated that the Drax Investments has completed all of the homes. There were six homes that were approved by Lauderdale Lakes CRA Board which includes roofs to be replaced.

Ms. Dunmore also stated that there were additional improvements done for the homes such as painting the homes, driveway pavement, and some landscaping.

Ms. Dunmore stated that there are five homes currently being worked on in hopes of presenting them in the next two months.

Trailhead Park

Ms. Dunmore stated that park signs will be ordered, and the project will be complete in the next few months.

Ms. Dunmore also stated that the goal is to have a soft opening by the end of March.

Board Member Causwell asked if March was the month of the soft opening.

Chairperson Thomas asked if there's any anticipation when the other side of Lakes Shoppes will be finished.

Ms. Dunmore stated that it is Lakes Center and that the project will be done by the end of the year.

6. FINANCE DIRECTOR REPORT

Bobbi Williams, Financial Services Director

A. CRA RESOLUTION 2025-004 RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2025, PERIOD 5 (FEBRUARY 2025) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES

This resolution serves to ratify the February 2025 (Period 5) Financial Activity Report provided by the Financial Services Department.

CRA Attorney Haygood read the following CRA Resolution by title only:

CRA RESOLUTION 2025-004

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGNECY") RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2025, PERIOD 5 (FEBRUARY 2025) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OD CONFORMING TO THE ANGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND DISCAL PLOCIES, A COPY IS ATTACHED HERETO AS EXHIBIT A, WHICH CAN INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Edwards Phillips made a motion to bring CRA Resolution 2025-004 to the floor for discussion.

FOR: Chairperson Thomas, Vice Chair Harrison, Board Member Causwell, Board Member Edwards Phillips, Board Member Maxwell-Williams

Director of Financial Services, Bobbi Williams, stated that the target report for February is about 42% spent or received.

Ms. Williams also stated that the CRA Trust Fund remains positive with no change in the revenue, The tax increment revenue is almost one hundred percent received.

Ms. Williams stated that the initial revenue that's being received are the interest earnings. She also stated that it is being received from two bank accounts that CRA currently has in total of \$5.6 million dollars resulting in 30.9% received as of February 28th.

Expenditures

Ms. Williams stated that the expenditures are overall 71% of budget which is underspent.

Personnel Services

Ms. Williams stated that the CRA has spent at 37.8% to reflecting \$170,000 through the month of February for the three funded positions for the current fiscal year.

Operating Costs

Ms. Williams stated that the CRA is 1.6% underspent in budget. She also stated that some expenditures are related to the Community Policing Program.

Capital Expenditures

Ms. Williams stated that the CRA is 7.6% of budget and most of the expenditures are related to the Somerset Roundabout directly.

Ms. Williams also stated that other expenditures for the CRA includes non-operating cost or expenditures related to the aids and donations resulting in 100% of the current budget. She also stated that it is directly related to the Home Buyer Assistance Program.

Cash Management

Ms. Williams stated that the bank balances remain positive and the total for the month of February is \$25 million.

Board Member Edwards Phillips asked if the amount is what has been spent to assist those in the Home Buyer Assistance Program.

Ms. Williams stated that the properties that the CRA assisted with the down payment, one in the amount of \$165,700 approved by the CRA Board through Resolution 2024-20, a second in the amount of \$164,500 approved by the CRA Board through Resolution 2024-010 and a third approved by the CRA Board for \$167,700 through Resolution 2024-019 and a final one being approved for \$177,300 through Resolution 2024-018.

Board Member Causwell made a motion to approve CRA Resolution 2025-004.

FOR: Chairperson Thomas, Vice Chair Harrison, Board Member Causwell, Board Member Edwards Phillips, Board Member Maxwell-Williams

Motion passed: 5-0

7. CHAIRMAN REPORT

8. COMMITTEE REPORTS : STANDING

9. COMMITTEE REPORTS : AD HOC

Board Member Edwards Phillips stated that there's no committee report and shared information from the FRA Board Meeting regarding the sunseting of the CRAs in the State of Florida and The City of Lauderdale Lakes CRA sunsets in five years.

Board Member Edwards Phillips also stated that the particular Bill has gone to the State Senate and to the House, and the Senate is not in favor of the bill and the house is in favor. She also stated that as of right now, the bill still stands.

CRA Attorney Michael Haygood, explained the substance of the Bill and explained the term of the CRA is controlled by the agreement with the Broward County Commission.

Attorney Haygood also explained that the CRA was historically created by Counties.

Board Member Edwards Phillips stated that the FRA Board is scheduled to meet again in two weeks for an update.

10. LEGAL REPORT

11. OLD BUSINESS

12. NEW BUSINESS

A. CRA RESOLUTION 2025-005 APPROVING A MODIFIED COMMERCIAL FAÇADE IMPROVEMENT PROGRAM ("THE PROGRAM"); AUTHORIZING THE CHAIRPERSON AND EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS CONSISTENT WITH THE INTENT OF THIS RESOLUTION

This resolution serves to approve modifications to the Lauderdale Lakes Community Redevelopment Agency Commercial Facade Improvement Program Design. Upon approval, staff would proceed with revising the documents necessary to facilitate the Commercial Facade Improvement Program.

CRA Attorney Haygood read the following CRA Resolution by title only:

CRA RESOLUTION 2025-005

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY"), APPROVING A MODIFIED COMMERCIAL FAÇADE IMPROVEMENT 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

Vice Chair Harrison made a motion to bring CRA Resolution 2025-005 to the floor for discussion

FOR: Chairperson Thomas, Vice Chair Harrison, Board Member Causwell, Board Member Edwards Phillips, Board Member Maxwell-Williams

Commercial Facade Improvement Program

Ms. Dunmore gave a brief description of the program and stated that the program reimburses for architectural services in order for the applicant to produce their project.

Ms. Dunmore also stated that staff would like to make modifications to the design. She also stated that the CRA requests they allow up to 50% of eligible project costs and a hundred percent of eligible project costs on reimbursements.

Ms. Dunmore stated that the CRA would like to add a mandatory project construction sign says CRA Dollars At Work and announce the businesses as the project is complete.

Ms. Dunmore stated that the next step is to allow reimbursement of permitting fees. She also stated that the CRA excluded certain expenses but has sufficient funds to allow as well as encourage property owners within the area to bill by reimbursing for permitting fees.

Ms. Dunmore stated that the conditions that have been met are amended for the first. She also stated that the projects must include a structural modification and any of the ancillary improvements.

Ms. Dunmore stated that the ancillary improvements are paint, replace the windows, doors and landscaping improve the parking lot, and the signage. The CRA would do a comprehensive review and outline of what the applicant is required to do.

Ms. Dunmore also stated that the project must support improvements in accordance with the architectural guidelines, which were approved by the CRA Board, and the project must be completed within a year.

Ms. Dunmore stated that the Economic Development Manager, Ms. Vielka Buchanan, worked with retail strategies which was the firm that developed a marketing plan, and they discovered that the CRA was deficient certain businesses in certain areas.

Board Member Edwards Phillips asked for an example of a structural modification.

Ms. Dunmore stated that a structural modification is the building itself. She also stated that it has to be a hundred percent change to the building.

Vice Chair Harrison made a motion to approve CRA Resolution 2025-005.

FOR: Vice Chair Harrison, Board Member Causwell, Board Member Edwards Phillips, Board Member Maxwell-Williams, Chairperson Thomas

Motion passed: 5-0

13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS

Board Member Maxwell-Williams would like to bring back the 31st project as far as an update.

Ms. Dunmore stated that the CRA will act accordingly.

14. ADJOURNMENT

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

Sharon Thomas, Chairperson

ATTEST:

Pavitri Benasrie-Watson, 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 March 2025.

Staff Recommendation

Background:

See the CRA Executive Director Report.

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 4/15/2025

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| ☐ CRA Executive Director Report - Month of March 2025 1 of 2 | Backup Material |
| ☐ CRA Executive Director Report - Month of March 2025 2 of 2 | Backup Material |
| ☐ Backup to Report - Residential Preservation and Enhancement Program Color Palette | Backup Material |



COMMUNITY REDEVELOPMENT AGENCY EXECUTIVE DIRECTOR REPORT

THIS REPORT CAPTURES THE COMMUNITY REDEVELOPMENT AGENCY'S PROJECTS AND ACTIVITIES UNDERTAKEN DURING THE MONTH OF MARCH 2025.

#1 TOWN CENTER AND PUBLIC AREAS

Commercial Facade Improvement Program (CFIP)

Background: 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. 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. In March 2021, the project was complete. Three (3) property owners 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. 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. Staff is working with prospective program applicants that have expressed interest. The program design was modified to include funding for architectural services. Communication was sent out to property owners. Construction commenced for M-Lasik LLC, and Lakes Shoppes. Lakes Shoppes is complete.

Update:

- **The Lakes Center is scheduled to be completed by November 2025. The M-Lasik, LLC project is complete.**

Town Center Master Plan Development

Background: 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. 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 used for business recruitment efforts.

Update:

- **With the recent approval of the Redevelopment Plan Modification, discussions with property owners have taken place to establish strategies for redevelopment in suitable areas of the CRA District.**

Community Policing Initiative

Background: In alignment with the CRA Redevelopment Plan, there is support for developing innovative community policing strategies to enhance traditional methods by supporting partnerships and problem-solving techniques to proactively tackle public safety concerns. The Lauderdale Lakes CRA seeks to improve police visibility, strengthen community law enforcement relationships and boost community engagement. Funding for four (4) deputy sheriffs was allocated to establish a Lauderdale Lakes CRA Community Policing Unit. The Community Policing Unit is fully operational. The deputies are becoming acclimated to the CRA.

Update:

- The Community Policing Unit is fully deployed. In a short period of time, positive results have been achieved through enhanced engagement with the business community.

#2 CONNECTIVITY AND MICRO-MOBILITY

Background: The Lauderdale Lakes CRA seeks to improve connectivity and micro mobility within the community redevelopment area. This goal is aimed at fostering a more interconnected and accessible urban environment. There are established strategies focused on creating a comprehensive transportation network, enhance urban streets, advance traffic management technology, increase transit options, improve digital infrastructure and enhance incentives for micro mobility options.

Update:

- Implementation of these strategies will be presented in the project report at the opportune time.

#3 HOUSING

Northwest 31 Avenue (including adjacent roads)

Background: The NW 31 Avenue Corridor has been the focus of numerous community planning initiatives over the past decade. 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 that targeted area. 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).

The CRA Residential Preservation and Enhancement Program Design, including home improvement options, was presented to the CRA Board for review in October 2019. The City's NW 31 Avenue Overlay District was approved on October 27, 2020. The Program Design was approved in January 2021. The contractual documents were approved in February 2021 and subsequently amended. The program was launched in March 2021. Staff sent out communication to property owners and a sign was installed in the area. The CRA Board approved the allocation of funds for nine properties. The RPEP Notice to Proceed was issued for 7 out of 9 properties because two recipients did not want to adhere to the adopted NW 31 Avenue Zoning District regulations within the program cycle. One of the recipients did not seek reimbursement. 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 initial six program files are now closed. Six additional applications were approved by the CRA Board.

Update:

- The current projects are in the close-out phase which involves final inspections and NW 31 Avenue Overlay District Property Maintenance Compliance Review. Two applications are pending.

ECONOMIC DEVELOPMENT

Background: 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) and other locations. The Lauderdale Lakes ECC is an entrepreneurial hub to provide services and host activities. Several workshops were held including virtual sessions that were facilitated by SCORE in FY2024 for business owners.

Update:

- **Information on Fiscal Year 2025 business programs will be shared by the Economic Development Manager on a quarterly basis. Various sessions will be announced throughout the year.**

Business and Other CRA Related Activities (partial)

- 3/01-31/2025
 - Spoke with corporate representatives regarding redevelopment focus areas
 - Monitored and provided information in response to the proposed legislative bills
 - Analyzed proposed capital projects and adjusted CIP schedule
 - Finalized scope of services for projects (Signage/Project Management)

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

ADOPTED RESOLUTIONS / CONSENSUS ITEMS:

CRA RESOLUTION 2025-004 RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2025, PERIOD 5 (FEBRUARY 2025) 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

CRA RESOLUTION 2025-005 APPROVING A MODIFIED COMMERCIAL FAÇADE IMPROVEMENT PROGRAM ("THE PROGRAM"); AUTHORIZING THE CHAIRPERSON AND EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS CONSISTENT WITH THE INTENT OF THIS RESOLUTION

CRA EXECUTIVE DIRECTOR MONTHLY REPORT – (Project Update – As of April 1, 2025)

| Item # | Technical Review | Project Name | Project Description | Project Phase | Approx. Total Allocation | Estimated Completion Date | Status Update |
|--|-----------------------|--|--|---------------|--|---|--|
| Community Redevelopment Agency Projects | | | | | | | |
| 1 | Ronald Desbrunes (PW) | Trailhead Park Project | Development of the Trailhead Park | Closeout | CONSULTANT \$4,950 (3-D Model) + \$25,000 (Construction Plan) CONTRACTOR \$448,264.49 + 37,119.20 +30,000.00 (Rev. \$515,383.69) | COMPLETE 3D Model December 2020 Construction <u>Completion</u> August 2024 Projected Parking <u>Accommodation</u> February 2025 | Kimley Horn and Associates (KHA)/Unitec, Inc 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 consultant resubmitted the Surface Water Management License application documents to Broward County. Approval was granted by Broward County. Documents were approved from the City of Lauderdale Lakes to proceed with the project. The construction fence, sign, playground amenities and wall were installed. An increase in the contractual amount was approved in December 2023. The contract was subsequently amended to construct the parking space for the park. The permit was issued. This project is in the close out phase. Inspections are complete. The soft opening is scheduled in April 2025. |
| 2 | N/A | Trailhead Park Mural and Enhancement Project | Installation of Mural and Pedestal in the Trailhead Park | Closed | CONSULTANT \$93,925 (Outreach /Artwork) | <u>Completion and Installation Date</u> July 2024 | <u>George Gadson Studios</u> CRA Board approved George Gadson, Artist, to design an art mural at the Trailhead Park with input from outreach meetings. The CRA Board approved the concept. The artist worked with the contractor. The CRA Board approved an extended design presented in February 2023. The mural is complete and pedestal is installed. |

| | | | | | | | |
|---|-----------------------|--|--|------------|---|--|---|
| 3 | Ronald Desbrunes (PW) | Somerset Drive Roundabout Project | Installation of the roundabout and associated improvements on Somerset Drive | Closeout | CONSULTANT \$82,820 (Design) + \$5,310 (First Modification) + \$53,080 (Consultant - Construction Phase) CONTRACTOR \$1,086,195 + \$54,309.75 (Rev.\$1,140,504.75) | COMPLETE Design/Plans May 2022 Projected Construction <u>Completion</u> November 2024 | <u>Craven Thompson & Associates/Sagaris Corp.</u> The 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. Staff awaited the end of the Broward County UAZ project. Plans were resubmitted to Broward County to incorporate changes from the proposed Cassia Commons development. The Invitation to Bid solicitation was released. The Board approved Sagaris Corp. A project review was conducted. The NOC/NTP were issued. The lighting conduits, median improvements and wall are complete. The wall cap and street light poles are installed. The project is in the close out phase. A photo op was scheduled in February 2025. |
| 4 | Ronald Desbrunes (PW) | NW 31 Avenue Buffer Wall | Install buffer wall on the east side of NW 31 Avenue within the CRA area | Planning | (TBD) | <u>EST. COMPLETION</u> 2027 | Approval was granted to adopt the redevelopment plan modification which included the NW 31 Avenue Buffer Wall Project. This project is currently in the planning phase. Communication will be sent to the impacted property owners to share information about the project in April 2025. The proposed documents pertaining to easements have been reviewed. |
| 5 | Ronald Desbrunes (PW) | Comprehensive Wayfinding and Gateway Signage | Install various wayfinding and gateway signage within the CRA District | Assessment | (TBD) | <u>EST. COMPLETION (1st phase)</u> 2027 | Approval was granted to adopt the redevelopment plan modification which included the Comprehensive Wayfinding and Gateway Signage Project. This project was in the planning phase. The potential locations for additional signage was identified. The CRA Board would like to revisit the varied sign design. This project is now in the assessment phase. Staff sent the Task Order requesting the cost associated with providing conceptual drawings for CRA Board review. |

| | | | | | | | |
|---|-----------------------|-----------------------------------|---|----------|-------|---------------------------------------|--|
| 6 | Ronald Desbrunes (PW) | NW 30 Terrace Roadway Improvement | Construct a roundabout median planting space, provide decorative asphalt treatment and improve landscape | Planning | (TBD) | <u>EST. COMPLETION</u> 2027 | Approval was granted to adopt the redevelopment plan modification which included the NW 30 Terrace Roadway Improvement Project. This project is currently in the planning phase. CRA will coordinate the project implementation schedule with the City to avoid conflict with the NW 39 Street Roadway Improvement Project. This project has been placed on the CIP schedule. This project will be managed by the designated Project Manager. |
| 7 | Ronald Desbrunes (PW) | Westgate South Streetscape | Entails decorative crosswalks, swale improvements, street lighting, enhanced landscape and modified monument sign | Planning | (TBD) | <u>EST. COMPLETION</u> 2027 | Approval was granted to adopt the redevelopment plan modification which included the Westgate South Streetscape Project. This project is currently in the planning phase. The scope of work is under review. This project will be managed by the designated Project Manager. |

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

EXTERIOR PAINT AND COLORS

BASE COLORS

COLORS: SELECTION: BASE COLORS

SW 6099
Sand Dollar
Interior / Exterior

SW 6469
Dewy
Interior / Exterior

SW 7123
Yellow Beam
Interior / Exterior

SW 6351
Sweet Orange
Interior / Exterior

SW 6112
Biscuit
Interior / Exterior

SW 7010
White Duck
Interior / Exterior

SW 7043
Worldly Gray
Interior / Exterior

SW 6073
Perfect Greige
Interior / Exterior

SW 6164
Svelte Sage
Interior / Exterior

SW 6157
Favorite Tan
Interior / Exterior

SW 6129
Restrained Gold
Interior / Exterior

SW 6115
Totally Tan
Interior / Exterior

SW 6094
Sensational Sand
Interior / Exterior

SW 6059
Interface Tan
Interior / Exterior

SW 6361
Autumnal
Interior / Exterior

SW 6641
Outgoing Orange
Interior / Exterior

SW 6640
Tangerine
Interior

SW 6408
Wheat Grass
Interior / Exterior

SW 6400
Lucent Yellow
Interior / Exterior

SW 6675
Afternoon
Interior

SW 6897
Sundance
Interior / Exterior

SW 6130
Mannered Gold
Interior / Exterior

SW 2814
Rookwood Antique Gold
Interior / Exterior

SW 6102
Portabello
Interior / Exterior

SW 6101
Sands of Time
Interior / Exterior

EXTERIOR PAINT AND COLORS

BASE,ACCENT,TRIM

COLORS: SELECTION: BASE ACCENT TRIM

SW 7065
Argos
Interior / Exterior

SW 7057
Silver Strand
Interior / Exterior

SW 6379
Jersey Cream
Interior / Exterior

SW 6336
Nearly Peach
Interior / Exterior

SW 6413
Restoration Ivory
Interior / Exterior

SW 7009
Pearly White
Interior / Exterior

SW 7005
Pure White
Interior / Exterior

SW 6116
Tatami Tan
Interior / Exterior

SW 6062
Rugged Brown
Interior / Exterior

SW 0002
Chelsea Mauve
Interior / Exterior

SW 6165
Connected Gray
Interior / Exterior

SW 6089
Grounded
Interior / Exterior

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

CRA RESOLUTION 2025-006 RATIFYING THE ACTING CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2025, PERIOD 6 (MARCH 2025) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES

Summary

This resolution serves to ratify the March 2025 (Period 6) Financial Activity Report provided by the Financial Services Department.

Staff Recommendation

Background:

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

Section 82-304 – Financial Reporting

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

Staff recommends the CRA Board of Directors accept the filing of the Fiscal Year 2025 Financial Activity Report for the month of March 2025 (Period 6).

Funding Source:

Not Applicable

Fiscal Impact:

N/A

Sponsor Name/Department: Bobbi Williams, MPA, CGFO, NIGP-CPP, Director, Financial Services Department

Meeting Date: 4/15/2025

ATTACHMENTS:

| Description | Type |
|--|---------------------------|
| ❑ CRA Resolution 2025-006 Authorizing Adopting Monthly Financial Report Period 6 | Resolution |
| ❑ Combined CRA Executive Summary and Financial Report March Period 6 | Financial Activity Report |
| ❑ Sample new format for Financial report | Backup Material |

CRA RESOLUTION 2025-006

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") RATIFYING THE ACTING CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2025, PERIOD 6 (MARCH 2025) 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 Acting City Manager's Office, through an Interlocal Agreement is responsible for monitoring the financial affairs of the Agency; and

WHEREAS, the Acting 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 Acting City Manager's filing of the Agency Fiscal Year 2025, Period 6 (March 2025) 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 APRIL
15, 2025.

SHARON THOMAS, CHAIRPERSON

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, SECRETARY

VOTE:

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



CRA Monthly Financial Summary

As of March 31, 2025

50% of year elapsed
Data as of: 04/04/2025
Unadjusted/Unaudited

CRA Revenue 30.9% of Budget:

- CRA tax increment financing invoices were received from the City of Lauderdale Lakes, Broward County, North Broward Hospital District, and Children's Services Council totaling \$5,519,518.
- The CRA Miscellaneous revenues \$158,593, year to date as of March 31, 2025:
 - Interest earnings - \$158,593

CRA Expenditures 13.9% of Budget:

- Expenditures year-to-date include salaries, operating costs, and capital project costs.
- Summary of Budget vs. Actual:
 - **Personnel Expenditures** are less than the budget. Actuals are 44.9% of the budget through March 31, 2025. There are three (3) funded positions: Executive Director, Economic Development Manager, and Administrative Coordinator. Additionally, the CRA contributes 15% towards the City Manager position and 80% towards the Economic Development Manager position.
 - **Operating Expenditures** are less than the budget. Overall operating expenses are 2.4% of the budget through March 31, 2025. Operating expenditures include professional services for Trailhead Park, legal services, redevelopment modification plan expenditures, training & professional development of staff, utilities, office supplies, etc. The CRA Resolution 2025-017 approved the Community Policing Program. The CRA will contribute 70% towards the cost of the program, which adds 4 Police Officers to the overall BSO Police complement. Expenses in this month's report includes costs of \$52,676.
 - **Capital Expenditures** are less than the budget. Overall actual capital expenses are 7.6% of the budget through March 31, 2025. This includes expenditures related to the Somerset roundabout project.
 - **CRA Homebuyer Purchase Assistance Programs** have expended \$510,700 through March 31, 2025.
 - **CRA Commercial Façade Improvement Programs** have expended \$1,148,400 through March 31, 2025.

CRA Cash Management

- CRA's bank balances remain positive for a total of \$24,946,258 (Bank of America, and Truist), which is slightly more than the balances during the same period in the prior year.

CRA Projects/Initiatives

- Executive Director will discuss the projects and initiatives.

CRA Budget Transfers/Amendments. There are none for this reporting period.

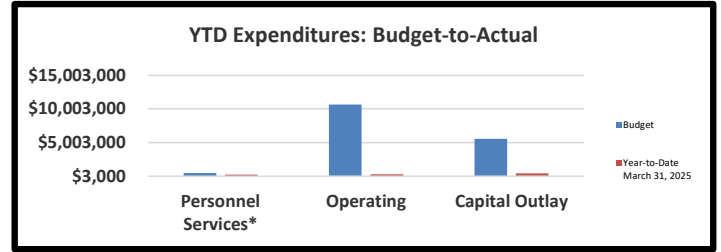
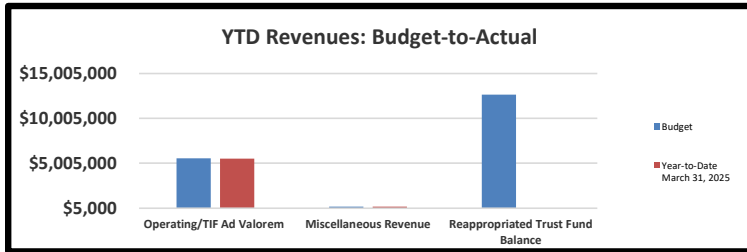
CITY OF LAUDERDALE LAKES
FY 2025 Financial Report as of 03/31/2025
(50% of year elapsed)
Unadjusted and Unaudited

Community Redevelopment Agency (CRA)

| 109 CRA Trust Fund Revenues | Budget | Year-to-Date March 31, 2025 | % Credited |
|------------------------------------|---------------------|--|-------------------|
| Operating/TIF Ad Valorem | \$5,529,316 | \$5,519,518 | 99.8% |
| Miscellaneous Revenue | \$160,000 | \$158,593 | 99.1% |
| Reappropriated Trust Fund Balance | \$12,610,024 | \$0 | 0.0% |
| Total | \$18,299,340 | \$5,678,112 | 31.0% |

| 109 CRA Trust Fund Expenses | Budget | Year-to-Date March 31, 2025 | % Spent |
|------------------------------------|---------------------|--|----------------|
| Personnel Services* | \$451,510 | \$202,845 | 44.9% |
| Operating | \$10,644,130 | \$253,096 | 2.4% |
| Capital Outlay | \$5,544,600 | \$423,656 | 7.6% |
| Non-Operating | \$1,659,100 | \$1,659,100 | 100.0% |
| Total | \$18,299,340 | \$2,538,697 | 13.9% |

*Includes cell & auto allowances



Note(s):

•The TIF Ad valorem revenue was received from the City (\$2.963mill.), Broward County (\$1.943mill.), Children's Svcs Council (\$155K), and N. Broward Hosp District (\$457K).

•Personnel: There are three (3) funded positions: Executive Director, Economic Development Manager & Administrative Coordinator.

Cash Management

| | |
|---------------------|----------------------------|
| \$24,701,920 | Accounts - Bank of America |
| \$244,338 | Accounts - Truist |
| \$24,946,258 | CRA Trust Fund |

*Data as of 4/04/2025

Budget Amendment(s) as of March 31, 2025

None

Bobbi J. Williams, MPA, CGFO, NIGP-CPP

04/04/2025

Director, Financial Services

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.



Community Redevelopment Agency Monthly Financial Summary

As of March 31, 2025

50% of year elapsed

Data as of: 04/04/2025

Unadjusted/Unaudited

CRA Revenue 30.9% of Budget:

- CRA tax increment financing invoices were received from the City of Lauderdale Lakes, Broward County, North Broward Hospital District, and Children's Services Council totaling \$5,519,518.
- The CRA Miscellaneous revenues \$xxxxx, year to date as of March 31, 2025:
 - Interest earnings - \$xxxxx

| 109 CRA Trust Fund Revenues | Budget | Year-to-Date March 31, 2025 | % Credited |
|-----------------------------------|---------------------|-----------------------------|-------------|
| Operating/TIF Ad Valorem | \$5,529,316 | \$----- | ---% |
| Miscellaneous Revenue | \$160,000 | \$----- | ---% |
| Reappropriated Trust Fund Balance | \$12,610,024 | \$----- | ---% |
| Total | \$18,299,340 | \$----- | ---% |

CRA Expenditures x.x% of Budget:

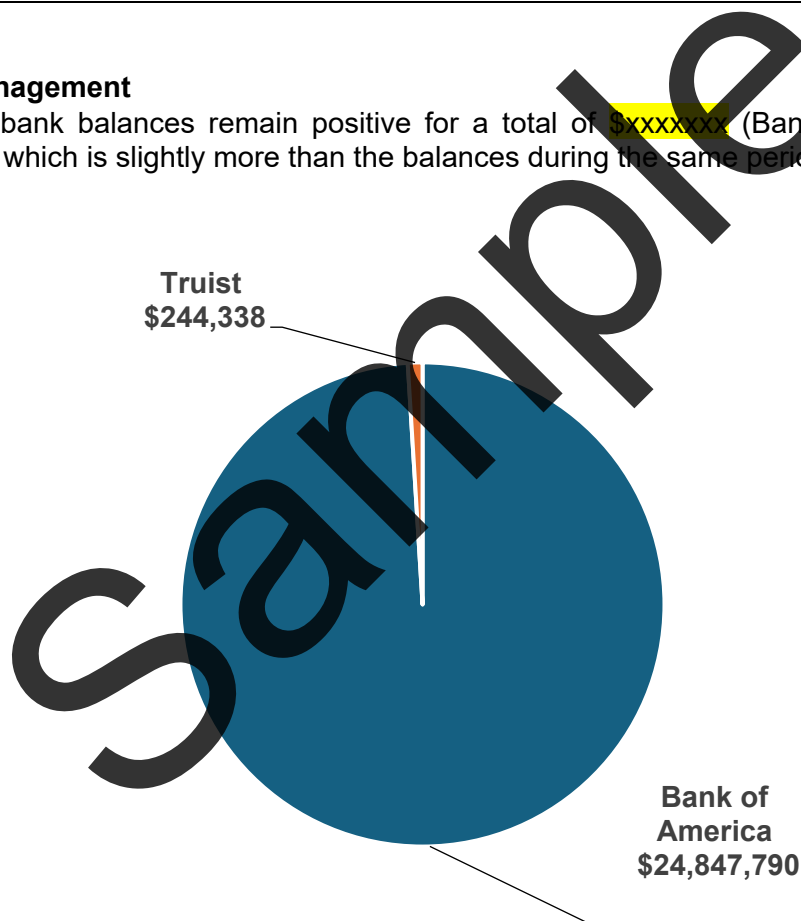
- Expenditures year-to-date include salaries, operating costs, and capital project costs.
- Summary of Budget vs. Actual:
 - Personnel Expenditures** are less than the budget. Actuals are x.x% of the budget through March 31, 2025. There are three (3) funded positions: Executive Director, Economic Development Manager, and Administrative Coordinator. Additionally, the CRA contributes 15% towards the City Manager position and 80% towards the Economic Development Manager position.
 - Operating Expenditures** are less than the budget. Overall operating expenses are x.x% of the budget through March 31, 2025. Operating expenditures include professional services for Trailhead Park, legal services, redevelopment modification plan expenditures, training & professional development of staff, utilities, office supplies, etc. The CRA Resolution 2025-017 approved the Community Policing Program. The CRA will contribute 70% towards the cost of the program, which adds 4 Police Officers to the overall BSO Police complement. Expenses in this month's report includes costs of \$52,676.

- **Capital Expenditures** are less than the budget. Overall actual capital expenses are **x.x%** of the budget through March 31, 2025. This includes expenditures related to the Somerset roundabout project.
- **CRA Homebuyer Purchase Assistance Programs** have expended **\$xxxxxx** through March 31, 2025.

| 109 CRA Trust Fund Expenses | Budget | Year-to-Date March 31, 2025 | % Spent |
|-----------------------------|---------------------|-----------------------------|--------------|
| Personnel Services | \$451,510 | \$----- | ----% |
| Operating | \$11,792,530 | \$----- | ----% |
| Capital Outlay | \$5,544,600 | \$----- | ----% |
| Non-Operating | \$510,700 | \$----- | ----% |
| Total | \$18,299,340 | \$----- | ----% |

CRA Cash Management

- CRA's bank balances remain positive for a total of **\$xxxxxxx** (Bank of America, and Truist), which is slightly more than the balances during the same period in the prior year.



CRA Projects/Initiatives

- Executive Director will discuss the projects and initiatives.

CRA Budget Transfers/Amendments. There are none for this reporting period.

Note: The year end September 2024 financial audit is on-going.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

CRA RESOLUTION 2025-007 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND PAUL YOUNG AND CHERYL TUCKER-YOUNG FOR AN AMOUNT NOT TO EXCEED \$27,400.00 RELATED TO THE PROPERTY LOCATED AT 2951 NW 43 TERRACE, LAUDERDALE LAKES, FL 33313

Summary

This resolution approves the execution of an agreement with Paul Young and Cheryl Tucker-Young to provide Residential Preservation and Enhancement Program funds upon completion and approval of the residential program improvements at 2951 NW 43 Terrace, Lauderdale Lakes, Florida 33313.

Staff Recommendation

Background:

Background:

The adopted Fiscal Year 2025 Community Redevelopment Agency (CRA) Budget includes funding for the Residential Preservation and Enhancement Program (RPEP). Essentially, this program requires a commitment from the property owner for private matching funds to be used for eligible exterior home improvements to the property. Improvements include painting, roof replacement, driveway, windows, doors, lighting and other exterior improvements (at the discretion of the CRA Board). The release of funds occurs only after project completion, verification of all work funded, verification of all payments to service providers and verification that local building permits are closed-out.

Paul Young and Cheryl Tucker-Young, program applicant, proposes to improve the roof and install gutters on the building located at 2951 NW 43 Terrace, Lauderdale Lakes, Florida 33313 totaling \$34,250.00. Upon approval of RPEP requirements, the contributing funds from the Community Redevelopment Agency would not exceed \$27,400.00. See the attached backup for further review.

Recommended Action:

This Resolution authorizes an agreement with the owners, Paul Young and Cheryl Tucker-Young, and authorizes the release of funds upon fulfillment of the established program requirements. Staff recommends approval of the allocation.

Goals/Objective Met:

Increase Housing Availability

Funding Source:

Increment Revenue

Fiscal Impact:

The amount allocated totaling \$27,400.00 is part of the Redevelopment Incentives.

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 4/15/2025

ATTACHMENTS:

| Description | Type |
|--|------------|
| <input type="checkbox"/> CRA Resolution 2025-007 approving Residential Preservation and Enhancement Program Agreement with Paul Young and Cheryl Tucker-Young | Resolution |
| <input type="checkbox"/> Exhibit A to CRA Resolution 2025-007 Residential Preservation and Enhancement Program Agreement with Paul Young and Cheryl Tucker-Young | Exhibit |

CRA RESOLUTION 2025-007

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND PAUL YOUNG AND CHERYL TUCKER-YOUNG RELATED TO A PROPERTY AT 2951 NW 43 TERRACE, LAUDERDALE LAKES, FLORIDA 33313 FOR AN AMOUNT NOT TO EXCEED \$27,400.00; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Agency established a Residential Preservation and Enhancement Program to encourage the exterior renovation of privately owned multifamily properties in the Community Redevelopment Area by offering matching public funds up to 80% of eligible costs for selected projects; and

WHEREAS, Paul Young and Cheryl Tucker-Young (the "Owner"), are the owners of the property, located at 2951 NW 43 Terrace, located in the Community Redevelopment Area, and has submitted an application for the renovation of a building pursuant to the Residential Preservation and Enhancement Program which was approved by the CRA; and

WHEREAS, the CRA has determined that it is in the public interest and in furtherance of the Plan to approve the Residential Preservation and Enhancement Program 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 Residential Preservation and Enhancement Program Agreement substantially in the form attached hereto as Exhibit A between the Agency and Paul Young and Cheryl Tucker-Young for an amount not to exceed \$27,400.00.

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 APRIL 15, 2025.

[SIGNATURES ON FOLLOWING PAGE]

SHARON THOMAS, CHAIRPERSON

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, SECRETARY

VOTE:

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

**RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM
REDEVELOPMENT AGREEMENT**

THIS RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT (this "Agreement"), is made and entered into as of the ____ day of _____, 2025 ("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 Paul Young and Cheryl Tucker-Young (the "Property Owner"). (The Agency and the Property Owner are sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS

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

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

WHEREAS, the Agency established a Residential Preservation and Enhancement Program (the "Program") to encourage the exterior renovation of privately owned residential multi family properties in the Community Redevelopment Area by offering matching public funds for selected projects; and

WHEREAS, the Property Owner, is the owner of a building located at 2951 NW 43 Terrace, Lauderdale Lakes, Florida 33313 which is within the community redevelopment area, more particularly described in Exhibit "A" (the "Property") and

has submitted an application for the renovation pursuant to the provisions of the Program which was approved by the Agency (the “Project”); and

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

WHEREAS, the Agency has determined that it is in the public’s interest and in furtherance of the Plan to approve the Residential Preservation and Enhancement Program Agreement with the Property Owner.

WHEREAS, the Property Owner represents and warrants to Agency that the Property Owner will retain contractors, and its principals, that are skilled in the construction and rehabilitation of residential homes and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such 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 Property Owner according to the tenor and import of the statements in such Recitals.

ARTICLE TWO

RESIDENTIAL HOME IMPROVEMENTS

The Agency and the Property Owner agree to cooperate in implementing approved improvements in accordance with the plans and specifications reasonably approved by the Agency attached hereto as Exhibit “B” and ultimately reasonably approved by the City of Lauderdale Lakes Building Department. The Property Owner shall be responsible for any additional cost to complete all improvements as set forth in Exhibit “C” (“Improvements”) which are required by the City of Lauderdale Lakes to comply with the Northwest 31st Avenue Overlay Zoning District. The Application for Funding submitted by Borrower and the Northwest 31 Avenue Overlay Zoning District Guidelines are hereby restated herein, and the same are hereby incorporated by reference and made a specific part hereof.

ARTICLE THREE

AGENCY COVENANTS AND AGREEMENTS

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

3.2 Work Completion and Payment. At such time as the Improvements are completed by Property Owner in accordance with the plans and specifications

agreed to by the parties as outlined in Exhibit "C" and a building permit approved by the City of Lauderdale Lakes Building Department, Agency agrees to pay to Property Owner up to Twenty Seven Thousand Four Hundred and no/100 Dollars (\$27,400.00) ("Funding") The Funding shall be used solely for the purposes of reimbursement of the cost of the improvements, which are more particularly described in Exhibit "B". Agency shall pay all eligible sums on a reimbursement basis. To be eligible for reimbursement, such expenses must have been incurred by the Property Owner on or after the Notice to Proceed is issued with the exception of approved professional fees for architectural, landscape and engineering which are not eligible for reimbursement.

3.3 Rights Subordinate to Property Owner Financing. The Agency understands and agrees that the Agency's rights hereunder are subordinate to the rights contained in the mortgage currently of record against the Property and, provided Property Owner is not in default under this Agreement at the inception of any new loan, Agency's rights hereunder shall at all times be subordinate to any current or future mortgage lender or lenders using the Property as collateral, as approved in the reasonable discretion of the Agency This subordination shall be self operative, however the Agency agrees to execute, within ten (10) days after written request from time to time, such usual and customary subordination agreements required by said lender or lenders.

ARTICLE FOUR

PROPERTY OWNER'S COVENANTS AND AGREEMENTS

4.1 Property Owner's Redevelopment Obligations. Property Owner covenants and agrees to construct, or cause to be constructed, the Improvements on the Property no later than thirty (30) days, subject to matters of Force Majeure, unless an extension is granted by the Agency. Property Owner shall contribute funds to be used for costs of the Improvements which are subject to reimbursement by the Agency not to exceed \$27,400.00.

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

4.3 Maintenance of Property. Property Owner agrees to maintain the improvements in good condition and repair for a period of 3 years from the date of completion, normal wear and tear excepted ("Maintenance Period").

4.4 Fees and Expenses. Property Owner shall pay all city imposed fees, including but not limited to permit, inspection, and review fees that are assessed on a uniform basis throughout the City and are of a general applicability to all other

property in the City. Said payments shall be made as directed by the applicable City code or policy.

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

4.5 Agreement Termination Date. The parties agree to record a memorandum of agreement at the time of execution of the Promissory Note which shall state the date of expiration of Property Owner's obligations under this Agreement which shall be the third year anniversary of the Maintenance Period (the "Termination Date").

ARTICLE FIVE

ADDITIONAL COVENANTS OF PROPERTY OWNER

5.1 Property Owner. Property Owner will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as individuals, so long as Property Owner has any other remaining obligation pursuant to the terms of this Agreement.

5.2 Indemnification. Property Owner (use of the term "Property Owner" herein includes successors and assigns), 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 Property Owner to comply with any of the terms, covenants or conditions of this Agreement which Property Owner is obligated to comply with; or

b. the failure of Property Owner or any of Property Owner's contractors to pay contractors, subcontractors or materialmen in connection with the Project; or

c. material misrepresentations or omissions of Property Owner relating to the Project, financials or this Agreement which are the result of information supplied or omitted by Property Owner or by its agents, employees, contractors or persons acting under the control or at the request of Property Owner; or

d. the failure of Property Owner to cure any material misrepresentations or omissions of Property Owner 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 Property Owner; or

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

g. The occurrence of an Event of Default by Property Owner.

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 PROPERTY OWNER

Property Owner 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. Property Owner 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. Property Owner is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Property Owner's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Property Owner which would materially and adversely affect the ability of Property Owner to proceed with the construction of the Project.

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

ARTICLE SEVEN

REPRESENTATIONS AND WARRANTIES OF THE AGENCY

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

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

7.2 Authorization. The execution, delivery and the performance of this Agreement and the consummation by the Agency of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Agency, (ii) require no other consents, approvals or authorizations on the part of the Agency in

connection with the Agency's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Agency is subject.

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

ARTICLE EIGHT

EVENTS OF DEFAULT AND REMEDIES

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

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

b. Default by Property Owner for a period of fifteen (15) days after written notice thereof in the performance or breach of any covenant contained in

this Agreement concerning the existence, structure or financial condition of Property Owner; 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 Property Owner, 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 Property Owner 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 Property Owner, within said fifteen (15) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice

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

e. The commencement by Property Owner of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable

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

f. Property Owner abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than thirty (30) days for any reason other than Force Majeure.

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

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

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

a. if any material representation made by the Agency in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to Property Owner 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 Property Owner.

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 Property Owner, 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 Property Owner and in any event cures such default within sixty (60) days after such notice, subject to Force Majeure.

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

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

a. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, except for Force Majeure, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or

breach shall not be cured or remedied within a reasonable time, but in no event more than fifteen (15) additional days unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

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

8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing party shall pay, on demand, the prevailing party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action.

8.5 No Waiver by Delay or Otherwise. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither party should be deprived of or limited in the exercise of the remedies provided in this

Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

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

ARTICLE NINE

MISCELLANEOUS PROVISIONS

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

| | |
|---------------|---|
| If to Agency: | Lauderdale Lakes Community Redevelopment Agency 4300 NW 36 th 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 Property Owner: Paul Young
Cheryl Tucker-Young
7771 Kismet Street
Miramar, Florida 33023

With a copy to: (not applicable)

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

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

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

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

9.5 Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be

invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

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

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

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

9.9 Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to

exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

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

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

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

9.13 No Personal Liability of Officials of Agency or Property Owner. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Agency Commission Member, Agency Manager, any official,

officer, partner, member, director, agent, employee or attorney of the Agency or Property Owner, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Agency or Property Owner shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

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

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

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

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

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

ARTICLE TEN

EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Agency resolution authorizing the execution and adoption of this Agreement. Property Owner shall execute this Agreement not later than seven (7) days after Agency authorization of execution of this Agreement or else this Agreement will be deemed void.

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: Sharon Thomas, Chairperson

ATTEST:

By: _____
Its: Pavitri Benasri-Watson, CMC, Agency Secretary

PROPERTY OWNER

By: _____
Its: _____

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Paul Young and Cheryl Tucker-Young who are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation as Property Owner for said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

My commission expires: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

Legal Description

Lot 56, Block 2, LAUDERDALE LAKES WEST GATE, SECTION NO. 3, according to the Plat thereof, recorded in Plat Book 53, Page 10, of the Public Records of BROWARD County, Florida.

EXHIBIT “B”

RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM
IMPROVEMENT

DRAFT



LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM

PROGRAM APPLICATION AND CHECKLIST

The Lauderdale Lakes Community Redevelopment Agency (CRA) Residential Preservation and Enhancement Program is designed specifically to improve residential property located within the CRA targeted area. Funding will be available based on the budget allocation for the program.

Review the Residential Preservation and Enhancement Program Design. While completing the application, add N/A next to the question that does not apply to the proposed project. Please complete and return the application, along with the required supporting documentation. Incomplete applications will not be submitted for consideration. For more information regarding the program or application process, please call the Community Redevelopment Agency at 954-535-2491.

PROGRAM ELIGIBILITY INFORMATION

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

If not, the property is not eligible for funds from the program.

- Are the property taxes current? ☒ Yes ☐ No

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

- Will the improvements meet the NW 31st Avenue Overlay District regulations? ☒ Yes ☐ No

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

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

If so, the property may not be eligible for funds from the Program until the property is brought into compliance.

BUSINESS INFORMATION (PLEASE PRINT)

1. Name: Paul Young and Cheryl Tucker- Young

2. Project Address: 2951 NW 43 Terrace

City: Lauderdale Lakes State: Florida Zip: 33313

3. Applicant's Mailing Address: 7771 Kismet Street

City: Miramar State: FL Zip: 33023

4. Business Name: _____

5. Type of Business: (Corp., LLC, etc.) _____ Attach copies of organizational documentation

6. Business Phone Number: _____

7. Contact Person's Name: Paul Young

8. Contact Person's Phone Number: 305-753-7343

9. Email Address: pyoung7771@hotmail.com

PROPERTY INFORMATION (PLEASE PRINT)

10. Tax Parcel ID Number (i.e. folio): _____

11. How long have you owned the property in the City of Lauderdale Lakes? 16 years

12. Has the City of Lauderdale Lakes or CRA awarded funds for this property in the past? ☐ Yes ☒ No

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

How much: _____ Date: _____

PROPOSED PROJECT IMPROVEMENTS INFORMATION

14. Exterior improvements must conform to the established NW 31 Avenue Overlay District and program guidelines for the eligible improvements noted below.

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

☐ Painting

☒ Roof Replacement

☐ Driveway

☐ Window

☐ Doors

☐ Lighting

☒ Exterior Improvements *(at the discretion of the CRA Board)* Gutters

15. What is the total square footage? 2900 square feet

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

Roof: Replace the flat part of the roof

Gutters: Install gutters around the perimeter of the roof.

FUNDING REQUEST INFORMATION

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

| | | | |
|---|--------------|--------------|--------------|
| Construction Cost (A) | \$ 35,015.00 | | |
| Professional services and other non-construction related cost (B) | \$ | | |
| Total Project Cost (A+B) | | \$ 35,015.00 | |
| Total Eligible Project Cost (C) <i>(Total cost for eligible improvements only)</i> | | \$ 35,015.00 | |
| Amount requested from CRA (D) | | | \$ 28,012.00 |
| Contribution from Applicant (C-D) | | | \$ 7,003.00 |

REQUIRED SUPPORTING DOCUMENTS

In addition to the application, please provide the following documents.

☒ **Copy of Deed / Proof of Ownership**

☒ **Legal Description of Property**

☒ **Copy of Business Tax Receipt**

☒ **Detailed Scope of Work:** A complete written scope of work is required. Provide as much detail as possible including material used, location of project area, colors and size of project area. A timeline for project completion should be included.

☒ **Detailed Cost Estimates/Bids for Proposed Improvements:** Two cost estimates/quotes/bids should be prepared by a qualified architect, engineer or licensed contractor. Provide an itemized list of all work, labor and material. Quantity, cost and type of improvements should be included.


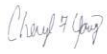
☒ **Proof of Financial Ability to Execute the Agreement** – Applicant must demonstrate that all necessary financing required to complete the entire project has been secured. *(i.e. "State of Sufficient Funds" from Banker confirming adequate funds to cover the total project cost)*

☒ **Proof of Insurance coverage** *(copy from insurance agent/company should be included in application package)*

Other information: Proof of prior repairs completed (Roof Replacement, Windows and Doors)

APPLICANT ACKNOWLEDGEMENTS

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

| | | | |
|---|---|-------------|-----------|
| Authorized Representative Signature |  | Date Signed | 3/14/2025 |
| Print Name and Title of Authorized Representative | Paul Young | | |
| Authorized Representative Signature |  | Date Signed | 3/14/2025 |
| Print Name and Title of Authorized Representative | Cheryl T Young | | |

RETURN APPLICATION TO:
Lauderdale Lakes Community Redevelopment Agency
4300 Northwest 36 Street
Lauderdale Lakes, Florida 33319
ATTN: CRA Executive Director



LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM DESIGN

PROGRAM OVERVIEW

The Lauderdale Lakes Community Redevelopment Agency (CRA) Residential Preservation and Enhancement Program is a program designed to revitalize the CRA district with a focus on residential units in the proposed NW 31 Avenue Overlay District (NW 31 Avenue, NW 30 Terrace, NW 31 Terrace), along with NW 43 Terrace. To encourage redevelopment, the Lauderdale Lakes CRA will allocate funds specifically focused on facade improvements and associated exterior features.

The CRA will reimburse up to 80% of eligible project improvements not to exceed the budget allocation. Applicants must be approved by the Community Redevelopment Agency Board before work begins. Funds will not be awarded for work previously completed or work that is in the process of being completed. Qualified contractors must be in good standing with local, county and state agencies. The Residential Preservation and Enhancement Program is a reimbursement program in which funds will be paid to the property owner after the entire project is complete and the required supporting documentation is submitted.

If the Residential Preservation and Enhancement Program recipient maintains the improvements in accordance with the established local regulations, for at least three years, the recipient will not be held liable to the CRA for repayment of the funds. If the property owner or subsequent property owner fails to maintain the improvements during a three year period, the awarded funds will become due immediately to the Lauderdale Lakes Community Redevelopment Agency.

PROGRAM GUIDELINES

Eligible Improvements:

- Painting
- Roof Replacement
- Driveway
- Windows
- Doors
- Lighting
- Fence (excluding properties on the west side of NW 30 Terrace)
- Exterior improvements (at the discretion of the CRA Board)

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

Ineligible Improvements and Expenses:

- Interior renovations
- Acquisition of real estate
- Uses that involve illegal and unlawful activity
- Improvements constructed prior to execution of agreement with the Lauderdale Lakes CRA
- Professional Service Fees
- Labor performed by non-licensed contractor

APPLICATION CONSIDERATIONS

Communication has been sent out to announce the program. The Program Design, along with the application and Northwest 31 Avenue Overlay District guidelines, will be available on the website. A property owner that is interested in participating in the Residential Preservation and Enhancement Program must submit a completed and executed application, along with supporting documentation to the Lauderdale Lakes Community Redevelopment Agency. There can be no more than one approval for project funding per property.

Two cost estimates/quotes/bids must be obtained from two licensed contractors. Award of funding will be based on the lowest qualified bid. The applicant may elect to choose a contractor other than the one with the lowest bid but shall be responsible for all costs exceeding the lowest qualified bid. Under all circumstances, the contractor performing the work must be licensed, insured and possess worker's compensation insurance. The applicant is solely responsible for selecting a contractor with the appropriate proof of licensing and coverage.

The program application submitted by the applicant will be thoroughly reviewed for completeness. Incomplete applications will be rejected.

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

- Completed and executed Residential Preservation and Enhancement Program Application
- Initialed Residential Preservation and Enhancement Program Design
- Complete copy of Deed/Proof of Ownership
- Notarized letter designating and authorizing someone to act on behalf of the property owner, if necessary
- Legal Description of the property
- Copy of Business Tax Receipt / Certificate of Use (*applicable City, County and State*)
- Two (2) cost estimates/quotes/bids for all costs associated with the project prepared by a qualified architect, engineer, or licensed contractor. Itemized list of all work, labor and material, quantity, cost and type of improvements must be included.
- At least one (1) set of color photographs of the current property condition, along with all sides of the building, and emphasis on the area to be improved
- Applicants must demonstrate that all necessary financing required, to complete the proposed ancillary improvements, has been secured (*i.e. "State of Sufficient Funds" from Banker confirming adequate funds to cover the total project cost*).
- Proof of insurance coverage (*copy from insurance agent/company should be included in application package*)

A pre-application meeting may be scheduled with the property owner or authorized representative. Limited technical and architectural guidance will be provided on the proposed project. However, please note that the City of Lauderdale Lakes Planning Division and Building Department must approve the improvements.

ADMINISTRATIVE PROCESS

The administrative process is as follows:

- Applications that meet the program criteria and guidelines will be reviewed and processed by the CRA Administration.
- Approval must be granted to the CRA or designee by the property owner to access the site. Failure to grant access will result in non-compliance of program guidelines.
- Under all circumstances, the approved contractor performing the work must be licensed, insured and possess worker's compensation insurance.

- A recommendation to execute an agreement and promissory note with the program applicant will be presented to the CRA Board for review and consideration.
- The property owner will receive notification indicating the outcome of the funding request for the proposed project.
- Meetings will be scheduled to execute agreements with the approved program recipients.
- After the agreements are executed, the Lauderdale Lakes CRA will issue a Notice to Proceed to the property owner/authorized representative. The contractor selected by the property owner must apply for the appropriate building permits within 30 days after the Notice to Proceed is issued. Extensions may be granted at the discretion of the CRA Executive Director upon demonstrating just cause for the extension.
- The work will be inspected by the appropriate city departments while in process.
- The work will be inspected by the appropriate city departments for approval and subsequent payment.
- Modifications will require review and approval by the CRA Board; Failure to receive approval shall invalidate the agreement and the agreement shall be deemed terminated.
- Upon completion of the entire project, color photos of the property will be taken.
- The approved payment amount will be reimbursed to the property owner based on the work completed in accordance with the established Building Code, Land Development Regulations and Architectural Guidelines.

LOAN PROVISIONS

- All funding is subject to approval by the Lauderdale Lakes Community Redevelopment Agency.
- The applicant must be the property owner as evidenced by a deed. The property owner may submit a notarized letter designating a representative to act on his/her behalf.
- The property owner must be current with all city, county and state regulations.
- The property must be free from any judgment liens and City liens. Mortgage and tax obligations must be current.
- Program recipients approved by the CRA Board will receive program funding not to exceed the budget allocation. The funds will be reimbursed once all work, as approved, is complete (*Lien release for all work required, if applicable*). One hundred percent backup documentation and on-site review/inspection by staff is required for reimbursement processing. All approved improvements must be complete as determined by the scope of work.
- All required permits and approvals must be obtained from the City of Lauderdale Lakes and other governmental agencies before work begins. All work must be approved by the appropriate city departments and other governmental agencies.
- All private funds must be invested and related work elements must be completed prior to the release of CRA funds. The property owner will be responsible for any and all debt incurred in completing work that's not part of the scope of services/bid proposal.
- All funds provided shall be in the form of a Deferred Payment Note filed to ensure the maintenance and protection of funded improvements for three years. The property owner must sign a Promissory Note.
- No repayment is required and all debt is forgiven after a three-year period.
- The transfer of property is allowed as long as the buyer agrees to maintain or upgrade funded improvements for the remainder of the provisional term.
- All projects must incorporate established regulations.
- If the program recipient fails to maintain the improvements during a three-year period, the awarded funds will become due immediately to the Lauderdale Lakes Community Redevelopment Agency.

REIMBURSEMENT

As noted, applicants must be approved by the Lauderdale Lakes Community Redevelopment Agency (CRA) Board before work can begin on the approved improvements. Funds will not be awarded for work previously completed or work that is in the process of being completed.

- Program recipients approved by the CRA Board will receive program funding reimbursement up to 80% subject to the budget allocation. One hundred percent backup documentation and on-site review/inspection by CRA staff is required for reimbursement processing. All approved improvements must be complete as determined by the scope of work.
- Funds will be reimbursed after the entire project is complete, proof of payment is provided and all contractors have been paid in full.

EVALUATION REVIEW

- The project must be in the CRA Target area.
- The project must be consistent with the goals and objectives outlined in the Redevelopment Plan.
- Priority will be given to improvements that support an increase in property values, occupancy and architectural enhancement in the CRA District.
- Priority will be given to projects that are completed within a year.
- Priority will be given to projects that will prevent, diminish, or eliminate a blighting condition.
- Priority will be given to projects with major/substantial community impact (structural modification/change instead of a "paint-over")
- Priority will be given to "public/private projects" that will substantially upgrade a building simultaneously, thus giving greater "impact" to the project.
- Priority will be given to first-time applicants over repeat applicants.
- Priority will be given to applicants that contribute more than the required matching funds.

DISCLOSURES

The Lauderdale Lakes Community Redevelopment Agency reserves the right to amend the program guidelines and application procedures without notice. The CRA also retains the right to display, promote and advertise the properties that receive grant funding.

PROPOSED FUNDING OPTION (EXAMPLE)

| APPROVED OPTION | MAXIMUM TOTAL PROJECT COST BASED ON INDUSTRY STANDARDS | MAXIMUM CRA CONTRIBUTION (Reimbursement Basis) | MINIMUM PROGRAM RECIPIENT CONTRIBUTION |
|-----------------|--|--|--|
| | Up to \$55,000 | Up to \$ 44,000 (80%) | Up to \$11,000 (20%) |

* NOTE: The cost associated with the eligible improvements are based on projected costs provided by the Building Division. The estimates do not include permitting fees which are not eligible for reimbursement.

Prepared by and return to:
Michael A. Popkin, Esq.
Attorney at Law
Law Offices of Popkin & Rosaler, P.A.
1701 W. Hillsboro Blvd., Suite 400
Deerfield Beach, FL 33442
954-360-9030
File Number: 09-70124

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 22nd day of April, 2009 between Deutsche Bank National Trust Company, as Trustee, for the MLMI Trust Series 2007-MLNI whose post office address is c/o Wilshire Credit Corporation 14523 Millikan Way, Suite 200, Beaverton, OR 97005, grantor, and Paul Young and Cheryl Tucker-Young, husband and wife whose post office address is 7771 Kismet Street, Miramar, FL 33023, grantee:

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

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

Lot 56, Block 2, LAUDERDALE LAKES WEST GATE, SECTION NO. 3, according to the Plat thereof, recorded in Plat Book 53, Page 10, of the Public Records of BROWARD County, Florida.

Parcel Identification Number: 19125-02-10000

SUBJECT TO:

1. Zoning and other governmental rules, regulations and ordinances.
2. Restrictions, covenants, conditions, easements and other matters of record.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under it, but not further otherwise.

2

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Megan M. Wilkinson
Witness Name: Megan Wilkinson

Paul J. Papscott
Witness Name: Paul J. Papscott

Deutsche Bank National Trust Company, as
Trustee, for the MLMI Trust Series 2007-MLN1
By: Wilshire Credit Corporation, as its Attorney-in-Fact

Alicia M. Laster

By: Alicia M. Laster

As its: REO Team Lead

State of Oregon
County of Washington

The foregoing instrument was acknowledged before me this 22 day of April 2009, by Alicia M. Laster
as REO Team Lead, of Wilshire Credit Corporation., as Attorney-in-Fact for Deutsche Bank National Trust Company, as
Trustee, for the MLMI Trust Series 2007-MLN1, on

behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Quillie Lee
Notary Public

Printed Name: _____
My Commission Expires: _____

Legal Description

Lot 56, Block 2, LAUDERDALE LAKES WEST GATE, SECTION NO. 3, according to the Plat thereof, recorded in Plat Book 53, Page 10, of the Public Records of BROWARD County, Florida.

DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER



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

24-25

CERTIFICATE OF USE

Notice

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

CHERYL TUCKER-YOUNG AND PAUL YOUNG JR

2951 NW 43 TERRACE
LAUDERDALE LAKES, FL 33313

| Business License ID | Number |
|---------------------|-------------|
| 5083 | 12018 |
| Type | License Fee |
| APARTMENTS | 50.00 |
| | Issued |
| | 12/18/2024 |
| | Expires |
| | 09/30/2025 |

FORM LLIC3

tylerbusinessforms.com

677.749.2090

DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER



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

24-25

LOCAL BUSINESS TAX RECEIPT

Notice

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

CHERYL TUCKER-YOUNG AND PAUL YOUNG JR

2951 NW 43 TERRACE
LAUDERDALE LAKES, FL 33313

| Business License ID | Number |
|---------------------|-------------|
| 5083 3095.0 | 7193 |
| Type | License Fee |
| APARTMENTS - 3 | 21.72 |
| | Issued |
| | 12/18/2024 |
| | Expires |
| | 09/30/2025 |

Total Payment.....

Date: 3/8/2025

Property Location: 2951 NW 43 Terrace
Laduerdale Lakes, FL 33313

Subject: Flat Roof Replacement

Detailed Scope of Work:

The roof contractor will removed the flat roof material, replace any damaged plywood and reinstall the new flat roof. The roof will have a tapered roof system. This will eliminate water from pooling on the roof. Then the gutter contractor will install gutters around the perimeter of the roof.

From: Paul Young <pyoung7771@hotmail.com>

Sent: Tuesday, March 25, 2025 3:07 PM

To: Nikitta Khan <nikittak@lauderdalelakes.org>

Subject: [EXTERNAL] Re: Residential Preservation Application - Completed- 2971 NW 43 Terrace

Hello Ms. Kahn

I am submitting the information per your request.

The 2951 building: I am replacing the flat roof only because the shingle part of the roof is OK.
The 2971 Building: I am replacing the original ceramic tile section of the roof, because the flat roof was replaced in April of 2023.



PROPOSAL
BAM Construction, L.L.C.
Butterfield And Mitchell Construction, L.L.C.
CGC1513767



♦General Contractor ♦Developer ♦Roofing
♦Construction Management ♦Professional Services

| | | |
|--|---|--------------------------|
| PROPOSAL TO: YOUNG, PAUL JR & CHERYL GRACE | PHONE: (305) 753-7343 | DATE: 3/6/2025 |
| STREET ADDRESS: 2951 NW 43 TERRACE #1-3 | JOB NAME: Re- Roof Flat Roof w/ taper | |
| CITY/STATE/ZIP: Lauderdale Lakes, FL 33313 | JOB LOCATION: Broward County | |

We hereby submit this estimate to supply materials, equipment and labor to install the following:

Scope of Work:

- Demo & dispose of existing Flat roof systems
- Install new metal drip edge and roof accessories
- Remove & Replace damage sheathing up to 10 sheets of 4x8 Plywood (320 sq.ft)
(Additional Plywood to be replaced @ \$200 per sheet; labor & material)
- Install New Tapered Insulation
- Hot mop Premium Flat Roof System
- Permit Fees & Onsite dumpster included

Total = \$32,500.00

Exclude: ANY ITEMS NOT MENTIONED IN THIS BID PROPOSAL IS NOT IN OUR SCOPE WORK.

Change Orders are to be determined (TBD). All unforeseen work is not included in this Proposal.
Additional Roof Material (double roof) will result in a Change Order.

STAGING AREA: A STAGING AREA MUST BE PROVIDED FOR OUR TRUCKS AND EQUIPMENT DURING THIS COURSE OF PROJECT.

DELAYS: ALL WORK WILL BE DONE IN A TIMELY MANNER. BAM Construction, L.L.C. WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY LAW ENFORCEMENT, SUPPLIER ERROR, PERMITTING PROCESS, MATERIAL SHORTAGES, STRIKES OR UNFAVORABLE WEATHER CONDITIONS.

WARRANTY: Manufacture 10-year warranty & one year workmanship

PAYMENT SCHEDULE: 30% Deposit @ signing, 30% @ permit issue & 40% Balance upon completion

We propose hereby to furnish labor & material in accordance with above specifications for the sum of:

Thirty-two thousand, five hundred dollars \$ 32,500.00

The above prices, specification, and conditions are satisfactory and are hereby accepted. You are to do the work as specified. This proposal is hereby converted to a contract.

Owner's Representative Signature & Date:

Contractor's Signature & Date:

CJ Mitchell 3-5-2025



Florida Gutter Solutions, LLC.

MIAMI • BROWARD • PALM BEACH

RESIDENTIAL & COMMERCIAL

954.638.2927 | 954.226.4298

LICENSED & INSURED

0185FL00126614 • CC# 19 AL21793X

PROPOSAL ☐

INVOICE

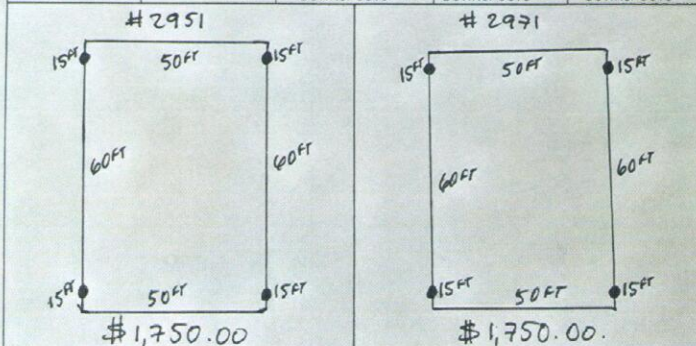
4710

FREE ESTIMATES

SE HABLA ESPAÑOL

| | | | |
|----------------|--------------------------------|------------|-------------------------|
| SUBMITTED TO | <u>PAUL Young.</u> | DATE | <u>03/14/2025</u> |
| STREET ADDRESS | <u>2971-2951 NW 43 Terr</u> | CITY | <u>Lauderdale Lakes</u> |
| CELL PHONE | <u>305-753-7343</u> | HOME PHONE | |
| EMAIL | <u>PYoung7771@hotmail.com.</u> | SOURCED BY | |
| GUTTER | <u>440 FT</u> | DOWNSPOUT | <u>120 FT</u> |

| | | | | |
|-------------------------------------|-------------------------------------|--|---|---|
| <input type="checkbox"/> 6" K STYLE | <input type="checkbox"/> 7" K STYLE | <input type="checkbox"/> BOX GUTTER | <input type="checkbox"/> SQUARE | <input type="checkbox"/> GALVANIZED |
| <input type="checkbox"/> ELBOWS 3x4 | <input type="checkbox"/> ELBOWS 4x5 | <input type="checkbox"/> SQUARE DOWNSPOUTS | <input type="checkbox"/> REGULAR DOWNSPOUTS | <input type="checkbox"/> ROUND DOWNSPOUTS |




We propose to hereby furnish material and labor, complete in accordance with above specifications, for the sum of _____ dollars (\$)

Payment may be made as follows:

☐ CASH ☐ CHECK ☐ CREDIT CARD (+3.5%)

1. All material is guaranteed to be as specified and all work will be completed in workman ship like manner to standard practices.
2. Any deviation from above specification involving extra cost will become an extra charge over and beyond the estimate.
3. Customer agrees to pay all cost and expenses incurred collecting any amounts due under this invoice, including but not limited to, reasonable attorney fees, cost, and all associated expenses. A charge of \$25.00 will be added to all checks returned for insufficient fund. Any balance due under this invoice will incur interest at a rate 1.5% per month, or at the maximum interest allowed under the law of Florida which ever is greater.
4. WARRANTY: Florida Gutter Solution, provides a 5 year warranty on labor and 20 years on Materials that where installed on the PAID INVOICE DATE ABOVE. Warranty will not cover the following: Natural Disasters, any related damages to the Gutter System by others, any Gutter System that was not installed by Florida Gutter Solution.
Thank you for your business.

| | |
|----------------------|----------|
| JOB COMPLETED BY | DATE |
| <u>CARLOS TRIANA</u> | |
| SALESMAN | CUSTOMER |

| | |
|--|---|
| Universal Property & Casualty Insurance Company c/o Evolution Risk Advisors, Inc. 1110 W. Commercial Blvd Fort Lauderdale, FL 33309 Toll Free: 800-425-9113 | DWEELLING Declaration Effective 05/26/2024  UNIVERSAL PROPERTY <small>& CASUALTY INSURANCE COMPANY</small> Renewal Policy |
|--|---|

| | | | | | |
|----------------------|------------|---------------|------------|--|------------|
| Claims: 800-218-3206 | | | | Service: Contact your Agent Listed Below | |
| Policy Number | FROM | Policy Period | TO | [INSURED BILLED] | Agent Code |
| 1505-1200-3247 | 05/26/2024 | | 05/26/2025 | 12:01 AM Standard Time | 9L91 |

| | |
|---|--|
| Named Insured and Address PAUL and CHERYL TUCKER YOUNG 7771 KISMET STREET Miramar, FL 33023 (305) 753-7343 | Agent Name and Address British West Insurance & Travel Group of Companies 3107 W Hallandale Bch Blvd #5 Hallandale, FL 33009 (954) 989-9141 |
|---|--|

| Premium Summary | | | | |
|-------------------------|-------------------------------|--------------------------|----------------------|---|
| Basic Coverages Premium | Attached Endorsements Premium | Assessments / Surcharges | MGA Fees/Policy Fees | Total Policy Premium (Including Assessments & Surcharges) |
| \$7,538.00 | (\$4,888.00) | \$0.00 | \$53.50 | \$2,703.50 |

| Location 001 | | | | | | | | |
|--------------|---------------------------|--------------|---------------------|--------------------|-----------|------------------|-----------------------|------|
| Form | Construction | Year | Townhouse/ Rowhouse | Number of Families | Occupied | Protection Class | Territory | BCEG |
| DP1 | Masonry | 1971 | N | 3 | Y | 2 | 37 | 99 |
| County | Dwelling Replacement Cost | Home Updated | Burglar | Fire | Sprinkler | Shutter | Wind / Hail Exclusion | |
| Broward | Y | Y | None | None | N | Y | N | |

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will expire.

This insurance applies to the Described Location, Coverage for which a Limit of Liability is shown and the Perils Insured Against for which a Premium is stated.

| COVERAGES | LIMITS OF LIABILITY | PERILS INSURED AGAINST | PREMIUMS |
|---|---------------------|---------------------------------|------------|
| A- Dwelling | \$352,940 | Fire | \$399.00 |
| B- Other Structure | * | Extended Coverage | \$1,993.00 |
| C- Personal Property | \$0 | Vandalism or Malicious Mischief | \$23.00 |
| D- Fair Rental Value (1/12 per month) | * | Basic Form | |
| E- Additional Living Expenses (up to 25% per month) | * | * See Policy Provisions | |

NOTE: The portion of your premium for hurricane coverage is: \$1,640.44
The portion of your premium for all other coverages is: \$1,063.06

Coverages A through E are subject to a minimum 2.0% - \$7,059 hurricane deductible per calendar year.


Coverages A through E are subject to \$2,500 non-hurricane (non-sinkhole) deductible per loss.

DESCRIBED LOCATION - The Described Location covered by this policy is at the above address unless otherwise stated:
2951 NW 43rd Ter Lauderdale Lakes, FL 33313

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Flood coverage is not provided by Universal Property and Casualty Insurance Company and is not part of this policy.

| | | |
|---------------------------|---------------|--|
| _____ Countersignature | _____ Date |  Chief Executive Officer |
|---------------------------|---------------|--|

| | | | |
|--|-------------|--|-------------------------|
| Universal Property & Casualty Insurance Company c/o Evolution Risk Advisors, Inc. 1110 W. Commercial Blvd Fort Lauderdale, FL 33309 Toll Free: 800-425-9113 | | DWELLING Declaration Effective 05/26/2024  UNIVERSAL PROPERTY <small>& CASUALTY INSURANCE COMPANY</small> Renewal Policy | |
| Claims: 800-218-3206 | | Service: Contact your Agent Listed Below | |
| Policy Number | FROM | Policy Period TO | [INSURED BILLED] |
| 1505-1200-3247 | 05/26/2024 | 05/26/2025 | 12:01 AM Standard Time |
| | | | Agent Code |
| | | | 9L91 |

Mortgagee / Additional Interest 01

Agent Name and Address


British West Insurance & Travel Group of Companies
3107 W Hallandale Bch Blvd #5
Hallandale, FL 33009
(954) 989-9141

| Additional Interest | | |
|----------------------------------|----------------------------------|----------------------------------|
| Mortgagee/Additional Interest 01 | Mortgagee/Additional Interest 02 | Mortgagee/Additional Interest 03 |

| Policy Forms and Endorsements Applicable to this Policy | | | |
|---|--|-----------|--------------|
| NUMBER EDITION | DESCRIPTION | LIMITS | PREMIUMS |
| DP 00 01 07 88 | Dwelling Program Basic Form | | \$7,538.00 |
| UPCIC DP 101 15 07 23 | Special Provisions - Florida | | |
| UPCIC 20 01 98 | Windstorm Protective Devices | | (\$4,986.00) |
| UPCIC DP 403 15 07 23 | Amendment of Loss Settlement Condition - Florida (DP1) | | |
| DP 04 61 07 88 | Windstorm Exterior Paint or Waterproofing Endorsement | | |
| DL 24 16 07 88 | No Coverage for Home Day Care Business | | |
| DL 24 11 07 88 | Personal Liability Endorsement - Tenant Occupied | \$100,000 | \$232.00 |
| DL 24 01 07 88 | Personal Liability | | |
| UPCIC DP 201 15 07 23 | Calendar Year Hurricane Deductible With Supplemental Reporting Requirement - Florida | | |
| UPCIC 10 01 98 (06-07) | Existing Damage Exclusion | | |
| UPCIC 51 01 98 | Outline of Your Dwelling Policy | | |
| | 2023 Reinsurance to Assist Policyholders (RAP) Program Adjustment | | (\$137.00) |
| | Medical Payments To Others | \$2,000 | \$3.00 |
| | MGA Fee | | \$25.00 |
| | Emergency Management Preparedness Assistance Trust Fund | | \$2.00 |
| | Surcharge | | |
| | 2023A Florida Insurance Guaranty Association Recoupment | | \$26.50 |

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.

| | | | |
|--|-------------|--|------------------------|
| Universal Property & Casualty Insurance Company c/o Evolution Risk Advisors, Inc. 1110 W. Commercial Blvd Fort Lauderdale, FL 33309 Toll Free: 800-425-9113 | | DWELLING Declaration Effective 05/26/2024  UNIVERSAL PROPERTY <small>& CASUALTY INSURANCE COMPANY</small> Renewal Policy | |
| Claims: 800-218-3206 | | Service: Contact your Agent Listed Below | |
| Policy Number | FROM | Policy Period | TO |
| 1505-1200-3247 | 05/26/2024 | 05/26/2025 | 12:01 AM Standard Time |
| [INSURED BILLED] | | | Agent Code |
| | | | 9L91 |

FLOOD INSURANCE: YOU SHOULD CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR DWELLING'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOUR UNCOVERED LOSSES CAUSED BY FLOOD ARE NOT COVERED. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

Unit: 2951 NW 43 Terrace



Flat Roof Covering (Need New Flat Roof)



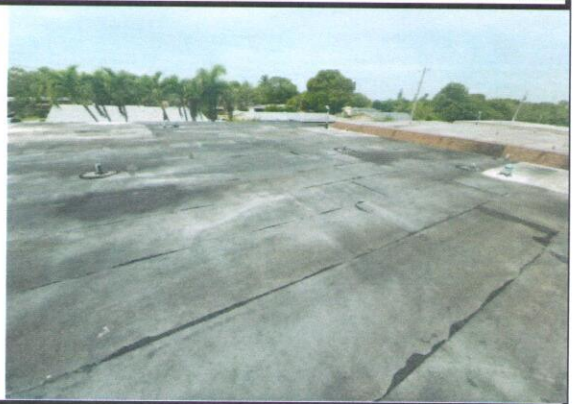


EXHIBIT “C”

NW 31 AVENUE OVERLAY ZONING DISTRICT
DEVELOPMENT SERVICES REPORT

DRAFT



City of Lauderdale Lakes

Residential Preservation & Enhancement Program

Planning and Zoning Review Comments – 04/09/25

| Site Address | | | | |
|-------------------|------------------|-------|-----------------|---|
| 2951 NW 43rd Terr | | | | |
| Lot Area | Building Area | Units | Parcel ID | Property Owner |
| +/- 6,500 sq. ft. | +/- 2883 sq. ft. | 3 | 4941 25 02 1000 | TUCKER-YOUNG, CHERYL; YOUNG, PAUL JR |

Planning and Zoning Comments

Stephen Smith, Planner II | Development Services / Stephens@lauderdalelakes.org / 954-304-9214

Zoning Review Items

- *Garbage Containers (704.7.7)(e)(1)*
- *Landscaping (704.7.7)(f)(1-4)*

Garbage Containers

- Please construct concrete pads for all the trash/recycling receptacles of each unit.
- All receptacles shall be placed on concrete pads in the side or back yard in landscaped, fenced or walled-in areas so that receptacles are not visible from any street.

Landscaping

- Please provide landscape material along the front façade of the building.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement: Yes

Title

CRA RESOLUTION 2025-008 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND MARQUIS JOHNSON FOR AN AMOUNT NOT TO EXCEED \$53,756 RELATED TO THE PROPERTY LOCATED AT 3961 NW 31 AVENUE, LAUDERDALE LAKES, FLORIDA 33309

Summary

This resolution approves the execution of an agreement with Marquis Johnson to provide Residential Preservation and Enhancement Program funds upon completion of the Residential Preservation and Enhancement Program Project located at 3961 NW 31 Terrace, Lauderdale Lakes, Florida 33309.

Staff Recommendation

Background:

Background:

The adopted Fiscal Year 2025 Community Redevelopment Agency (CRA) Budget includes funding for the Residential Preservation and Enhancement Program (RPEP). Essentially, this program requires a commitment from the property owner for private matching funds to be used for eligible exterior home improvements to the property. Improvements include painting, roof replacement, driveway, windows, doors, lighting and other exterior improvements (at the discretion of the CRA Board). The release of funds occurs only after project completion, verification of all work funded, verification of all payments to service providers and verification that local building permits are closed-out.

Marquis Johnson, applicant, proposes to make improvements at 3961 NW 31 Avenue, Lauderdale Lakes, Florida 33309 totaling \$67,195. Upon approval of RPEP requirements, the contributing funds from the Community Redevelopment Agency would not exceed \$53,756.

Recommended Action:

This Resolution authorizes an agreement with the owner, Marquis Johnson, and authorizes the release of funds upon fulfillment of the established program requirements. Staff recommends approval of the allocation.

Funding Source:

Increment Revenue

Fiscal Impact:

The amount allocated totaling \$53,756 is part of the Redevelopment Incentives.

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 4/15/2025

ATTACHMENTS:

| Description | Type |
|--|------------|
| <input type="checkbox"/> CRA Resolution 2025-008 Authorizing a Residential Preservation and Enhancement Program Agreement with Marquis Johnson | Resolution |
| <input type="checkbox"/> Exhibit A to CRA Resolution 2025-008 approving Residential Preservation and Enhancement Program Agreement - Marquis Johnson | Exhibit |

CRA RESOLUTION 2025-008

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND MARQUIS JOHNSON FOR AN AMOUNT NOT TO EXCEED \$53,756 RELATED TO THE PROPERTY AT 3961 NW 31 AVENUE, LAUDERDALE LAKES, FLORIDA 33309; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Agency established a residential preservation and enhancement program to encourage the exterior renovation of privately owned multifamily properties in the Community Redevelopment Area by offering matching public funds up to 80% of eligible costs for selected projects; and

WHEREAS, Marquis Johnson (the "Owner"), is the owners of property, located at 3961 NW 31 Terrace, located in the Community Redevelopment Area and has submitted an application for the renovation pursuant to the Residential Preservation and Enhancement Program which was approved the CRA; and

WHEREAS, the CRA has determined that it is in the public interest and in

furtherance of the Plan to approve Residential Preservation and Enhancement Program 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 Residential Preservation and Enhancement Agreement substantially in the form attached hereto as Exhibit A between the Agency and Marquis Johnson for an amount not to exceed \$53,756.

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 APRIL 15, 2025.

[SIGNATURES ON FOLLOWING PAGE]

SHARON THOMAS, CHAIRPERSON

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, SECRETARY

VOTE:

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

**RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM
REDEVELOPMENT AGREEMENT**

THIS RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT (this "Agreement"), is made and entered into as of the ____ day of _____, 2025 ("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 Marquis Johnson (the "Property Owner"). (The Agency and the Property Owner are sometimes referred to individually as a "Party" and collectively as the "Parties").

R E C I T A L S

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

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

WHEREAS, the Agency established a Residential Preservation and Enhancement Program (the "Program") to encourage the exterior renovation of privately owned residential multi family properties in the Community Redevelopment Area by offering matching public funds for selected projects; and

WHEREAS, the Property Owner, is the owner of a building located at 3961 NW 31 Avenue, Lauderdale Lakes, Florida 33309 which is within the community redevelopment area, more particularly described in Exhibit "A" (the "Property") and has submitted an application for the renovation pursuant to the provisions of the

Program which was approved by the Agency (the “Project”); and

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

WHEREAS, the Agency has determined that it is in the public’s interest and in furtherance of the Plan to approve the Residential Preservation and Enhancement Program Agreement with the Property Owner.

WHEREAS, the Property Owner represents and warrants to Agency that the Property Owner will retain contractors, and its principals, that are skilled in the construction and rehabilitation of residential homes and are able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such 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 Property Owner according to the tenor and import of the statements in such Recitals.

ARTICLE TWO

RESIDENTIAL HOME IMPROVEMENTS

The Agency and the Property Owner agree to cooperate in implementing approved improvements in accordance with the plans and specifications reasonably approved by the Agency attached hereto as Exhibit “B” and ultimately reasonably approved by the City of Lauderdale Lakes Building Department. The Property Owner shall be responsible for any additional cost to complete all improvements as set forth in Exhibit “C” (“Improvements”) which are required by the City of Lauderdale Lakes to comply with the Northwest 31st Avenue Overlay Zoning District. The Application for Funding submitted by Borrower and the Northwest 31 Avenue Overlay Zoning District Guidelines are hereby restated herein, and the same are hereby incorporated by reference and made a specific part hereof.

ARTICLE THREE

AGENCY COVENANTS AND AGREEMENTS

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

3.2 Work Completion and Payment. At such time as the Improvements are completed by Property Owner in accordance with the plans and specifications agreed to by the parties as outlined in Exhibit “C” and a building permit approved by the City of Lauderdale Lakes Building Department, Agency agrees to pay to

Property Owner up to Fifty Three Thousand Seven Hundred Fifty Six and no/100 Dollars (\$53,756.00) (“Funding”) The Funding shall be used solely for the purposes of reimbursement of the cost of the improvements, which are more particularly described in Exhibit “B”. Agency shall pay all eligible sums on a reimbursement basis. To be eligible for reimbursement, such expenses must have been incurred by the Property Owner on or after the Notice to Proceed is issued with the exception of approved professional fees for architectural, landscape and engineering which are not eligible for reimbursement.

3.3 Rights Subordinate to Property Owner Financing. The Agency understands and agrees that the Agency’s rights hereunder are subordinate to the rights contained in the mortgage currently of record against the Property and, provided Property Owner is not in default under this Agreement at the inception of any new loan, Agency’s rights hereunder shall at all times be subordinate to any current or future mortgage lender or lenders using the Property as collateral, as approved in the reasonable discretion of the Agency This subordination shall be self operative, however the Agency agrees to execute, within ten (10) days after written request from time to time, such usual and customary subordination agreements required by said lender or lenders.

ARTICLE FOUR

PROPERTY OWNER’S COVENANTS AND AGREEMENTS

4.1 Property Owner’s Redevelopment Obligations. Property Owner covenants and agrees to construct, or cause to be constructed, the Improvements on the

Property no later than thirty (30) days, subject to matters of Force Majeure, unless an extension is granted by the Agency. Property Owner shall contribute funds to be used for costs of the Improvements which are subject to reimbursement by the Agency not to exceed \$53,756.00.

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

4.3 Maintenance of Property. Property Owner agrees to maintain the improvements in good condition and repair for a period of 3 years from the date of completion, normal wear and tear excepted ("Maintenance Period").

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

Property Owner's failure to pay the fees and expenses described in this section, or elsewhere in this Agreement, shall constitute an Event of Default

hereunder.

4.5 Agreement Termination Date. The parties agree to record a memorandum of agreement at the time of execution of the Promissory Note which shall state the date of expiration of Property Owner's obligations under this Agreement which shall be the third year anniversary of the Maintenance Period (the "Termination Date").

ARTICLE FIVE

ADDITIONAL COVENANTS OF PROPERTY OWNER

5.1 Property Owner. Property Owner will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as individuals, so long as Property Owner has any other remaining obligation pursuant to the terms of this Agreement.

5.2 Indemnification. Property Owner (use of the term "Property Owner" herein includes successors and assigns), 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 Property Owner to comply with any of the terms, covenants or conditions of this Agreement which Property Owner is obligated to comply with; or

b. the failure of Property Owner or any of Property Owner's contractors to pay contractors, subcontractors or materialmen in connection with the Project; or

c. material misrepresentations or omissions of Property Owner relating to the Project, financials or this Agreement which are the result of information supplied or omitted by Property Owner or by its agents, employees, contractors or persons acting under the control or at the request of Property Owner; or

d. the failure of Property Owner to cure any material misrepresentations or omissions of Property Owner 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 Property Owner; or

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

g. The occurrence of an Event of Default by Property Owner.

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 PROPERTY OWNER

Property Owner 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. Property Owner 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. Property Owner is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Property Owner's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Property Owner which would materially and adversely affect the ability of Property Owner to proceed with the construction of the Project.

6.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement by Property Owner, the consummation of the transactions contemplated hereby by Property Owner, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Property Owner 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 Property Owner (with Property Owner's prior written approval), any organizational documents, any restriction, agreement or instrument to which Property Owner or any of its partners or venturers is now a party or by which Property Owner or any of its partners or its venturers is bound,

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

ARTICLE SEVEN

REPRESENTATIONS AND WARRANTIES OF THE AGENCY

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

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

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

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

ARTICLE EIGHT

EVENTS OF DEFAULT AND REMEDIES

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

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

b. Default by Property Owner for a period of fifteen (15) days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Property Owner; 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 Property Owner, 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 Property Owner 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 Property Owner, within said fifteen (15) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice

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

e. The commencement by Property Owner of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Property Owner to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Property Owner or of any substantial part of the Property, or the making by any such entity of any

assignment for the benefit of creditors or the failure of Property Owner generally to pay such entity's debts as such debts become due or the taking of action by Property Owner in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

f. Property Owner abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than thirty (30) days for any reason other than Force Majeure.

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

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

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

a. if any material representation made by the Agency in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to Property Owner 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 Property Owner.

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 Property Owner, 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 Property Owner and in any event cures such default within sixty (60) days after such notice, subject to Force Majeure.

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

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

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

limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

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

8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing party shall pay, on demand, the prevailing party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action.

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

respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

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

ARTICLE NINE

MISCELLANEOUS PROVISIONS

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

If to Agency:

Lauderdale Lakes Community
Redevelopment Agency
4300 NW 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 Property Owner:

Marquis Johnson
538 SW Kabot Avenue
Port St. Lucie, Florida 34953

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

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

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

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

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

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

9.7 Entire Contract and Amendments. This Agreement (together with the

exhibits attached hereto) is the entire contract and a full integration of the Agreement between the Agency and Property Owner relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Agency and Property Owner, and may not be modified or amended except by a written instrument executed by the Parties hereto.

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

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

9.10 Cooperation and Further Assurances. The Agency and Property Owner each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents

supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Agency or Property Owner or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

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

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

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

connection.

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

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

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

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

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

period equal to any such prevention, delay or stoppage.

ARTICLE TEN

EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Agency resolution authorizing the execution and adoption of this Agreement. Property Owner shall execute this Agreement not later than seven (7) days after Agency authorization of execution of this Agreement or else this Agreement will be deemed void.

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: Sharon Thomas, Chairperson

ATTEST:

By: _____
Its: Pavitri Benasri-Watson, CMC, Agency Secretary

PROPERTY OWNER

By: _____
Its: _____

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Paul Young and Cheryl Tucker-Young who are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation as Property Owner for said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

My commission expires: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

Legal Description

The South 60.00 feet of the North 315.71 feet of the East 118.00 feet of the Tract "A", Oriole Estates Section 8, according to the map or plat thereof, as recorded in Plat Book 65, Page 9, of the Public Records of Broward County, Florida.

EXHIBIT “B”

RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM
IMPROVEMENT

DRAFT



**LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM**

PROGRAM APPLICATION AND CHECKLIST

The Lauderdale Lakes Community Redevelopment Agency (CRA) Residential Preservation and Enhancement Program is designed specifically to improve residential property located within the CRA targeted area. Funding will be available based on the budget allocation for the program.

Review the Residential Preservation and Enhancement Program Design. While completing the application, add N/A next to the question that does not apply to the proposed project. Please complete and return the application, along with the required supporting documentation. Incomplete applications will not be submitted for consideration. For more information regarding the program or application process, please call the Community Redevelopment Agency at 954-535-2491.

PROGRAM ELIGIBILITY INFORMATION

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

If not, the property is not eligible for funds from the program.

- Are the property taxes current? ☒ Yes ☐ No

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

- Will the improvements meet the NW 31st Avenue Overlay District regulations? ☒ Yes ☐ No

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

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

If so, the property may not be eligible for funds from the Program until the property is brought into compliance.

BUSINESS INFORMATION (PLEASE PRINT)

1. Name: Marquis Johnson
2. Project Address: 3961 NW 31st AVE
City: Lauderdale Lakes State: Florida Zip: 33309
3. Applicant's Mailing Address: 538 SW Kabot AVE
City: Port St. Lucie State: FL Zip: 34953
4. Business Name: MJLifestyle Services LLC
5. Type of Business: (Corp., LLC, etc.) LLC Attach copies of organizational documentation
6. Business Phone Number: 754 707 1484
7. Contact Person's Name: Marquis Johnson (or) Mary Swint
8. Contact Person's Phone Number: 754 707 1484 (or) 954 496 0119
9. Email Address: Changedme21@gmail.com

PROPERTY INFORMATION (PLEASE PRINT)

10. Tax Parcel ID Number (i.e. folio): 494219-15-2290

11. How long have you owned the property in the City of Lauderdale Lakes? 3 months

12. Has the City of Lauderdale Lakes or CRA awarded funds for this property in the past? ☐ Yes ☒ No

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

How much: NA Date: NA

PROPOSED PROJECT IMPROVEMENTS INFORMATION

14. Exterior improvements must conform to the established NW 31 Avenue Overlay District and program guidelines for the eligible improvements noted below.

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

- ☒ Painting
- ☒ Roof Replacement
- ☒ Driveway
- ☒ Window
- ☒ Doors
- ☒ Lighting
- ☒ Exterior Improvements *(at the discretion of the CRA Board)* Fencing, security (cameras)

15. What is the total square footage? 3197 sq. ft.

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

Starting w/ visuals of the property, I would like to get the residence resided, painting the property, and refreshing the driveway and stomps to dedicate them to a specific unit, and updating lighting around the building. I then would like to replace windows, doors, and roof to ensure the safety of the tenants first and ensuring the building can endure storms or floods. Lastly, I would like to re-fence the property for privacy, adding cameras for surveillance and protection.

FUNDING REQUEST INFORMATION

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

| | | | |
|--|-----------|-----------|-----------|
| Construction Cost (A) | \$ 64,500 | | |
| Professional services and other non-construction related cost (B) | \$ | | |
| Total Project Cost (A+B) | | \$ 64,500 | |
| Total Eligible Project Cost (C) (Total cost for eligible improvements only) | | \$ | |
| Amount requested from CRA (D) | | | \$ 52,600 |
| Contribution from Applicant (C-D) | | | \$ 11,900 |

REQUIRED SUPPORTING DOCUMENTS

In addition to the application, please provide the following documents.

☒ Copy of Deed / Proof of Ownership

☒ Legal Description of Property

☒ Copy of Business Tax Receipt

☒ **Detailed Scope of Work:** A complete written scope of work is required. Provide as much detail as possible including material used, location of project area, colors and size of project area. A timeline for project completion should be included.

☒ **Detailed Cost Estimates/Bids for Proposed Improvements:** Two cost estimates/quotes/bids should be prepared by a qualified architect, engineer or licensed contractor. Provide an itemized list of all work, labor and material. Quantity, cost and type of improvements should be included.

☒ **Proof of Financial Ability to Execute the Agreement** - Applicant must demonstrate that all necessary financing required to complete the entire project has been secured. (i.e. "State of Sufficient Funds" from Banker confirming adequate funds to cover the total project cost)



☒ **Proof of Insurance coverage** (copy from insurance agent/company should be included in application package)

Other information: Proof of prior repairs completed (Roof Replacement, Windows and Doors)

mtj

APPLICANT ACKNOWLEDGEMENTS

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

| | | |
|---|---|-------------|
| Authorized Representative Signature |  | Date Signed |
| Print Name and Title of Authorized Representative | Marquis Johnson | |
| Authorized Representative Signature |  | Date Signed |
| Print Name and Title of Authorized Representative | Mary Swint. | |

RETURN APPLICATION TO:

Lauderdale Lakes Community Redevelopment Agency
4300 Northwest 36 Street
Lauderdale Lakes, Florida 33319
ATTN: CRA Executive Director



LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM DESIGN

PROGRAM OVERVIEW

The Lauderdale Lakes Community Redevelopment Agency (CRA) Residential Preservation and Enhancement Program is a program designed to revitalize the CRA district with a focus on residential units in the proposed NW 31 Avenue Overlay District (NW 31 Avenue, NW 30 Terrace, NW 31 Terrace), along with NW 43 Terrace. To encourage redevelopment, the Lauderdale Lakes CRA will allocate funds specifically focused on facade improvements and associated exterior features.

The CRA will reimburse up to 80% of eligible project improvements not to exceed the budget allocation. Applicants must be approved by the Community Redevelopment Agency Board before work begins. Funds will not be awarded for work previously completed or work that is in the process of being completed. Qualified contractors must be in good standing with local, county and state agencies. The Residential Preservation and Enhancement Program is a reimbursement program in which funds will be paid to the property owner after the entire project is complete and the required supporting documentation is submitted.

If the Residential Preservation and Enhancement Program recipient maintains the improvements in accordance with the established local regulations, for at least three years, the recipient will not be held liable to the CRA for repayment of the funds. If the property owner or subsequent property owner fails to maintain the improvements during a three year period, the awarded funds will become due immediately to the Lauderdale Lakes Community Redevelopment Agency.

PROGRAM GUIDELINES

Eligible Improvements:

- Painting
- Roof Replacement
- Driveway
- Windows
- Doors
- Lighting
- Fence (excluding properties on the west side of NW 30 Terrace)
- Exterior improvements (at the discretion of the CRA Board)

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

Ineligible Improvements and Expenses:

- Interior renovations
- Acquisition of real estate
- Uses that involve illegal and unlawful activity
- Improvements constructed prior to execution of agreement with the Lauderdale Lakes CRA
- Professional Service Fees
- Labor performed by non-licensed contractor

APPLICATION CONSIDERATIONS

Communication has been sent out to announce the program. The Program Design, along with the application and Northwest 31 Avenue Overlay District guidelines, will be available on the website. A property owner that is interested in participating in the Residential Preservation and Enhancement Program must submit a completed and executed application, along with supporting documentation to the Lauderdale Lakes Community Redevelopment Agency. There can be no more than one approval for project funding per property.

Two cost estimates/quotes/bids must be obtained from two licensed contractors. Award of funding will be based on the lowest qualified bid. The applicant may elect to choose a contractor other than the one with the lowest bid but shall be responsible for all costs exceeding the lowest qualified bid. Under all circumstances, the contractor performing the work must be licensed, insured and possess worker's compensation insurance. The applicant is solely responsible for selecting a contractor with the appropriate proof of licensing and coverage.

The program application submitted by the applicant will be thoroughly reviewed for completeness. Incomplete applications will be rejected.

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

- Completed and executed Residential Preservation and Enhancement Program Application
- Initialed Residential Preservation and Enhancement Program Design
- Complete copy of Deed/Proof of Ownership
- Notarized letter designating and authorizing someone to act on behalf of the property owner, if necessary
- Legal Description of the property
- Copy of Business Tax Receipt / Certificate of Use (*applicable City, County and State*)
- Two (2) cost estimates/quotes/bids for all costs associated with the project prepared by a qualified architect, engineer, or licensed contractor. Itemized list of all work, labor and material, quantity, cost and type of improvements must be included.
- At least one (1) set of color photographs of the current property condition, along with all sides of the building, and emphasis on the area to be improved
- Applicants must demonstrate that all necessary financing required, to complete the proposed ancillary improvements, has been secured (*i.e. "State of Sufficient Funds" from Banker confirming adequate funds to cover the total project cost*).
- Proof of insurance coverage (*copy from insurance agent/company should be included in application package*)

A pre-application meeting may be scheduled with the property owner or authorized representative. Limited technical and architectural guidance will be provided on the proposed project. However, please note that the City of Lauderdale Lakes Planning Division and Building Department must approve the improvements.

ADMINISTRATIVE PROCESS

The administrative process is as follows:

- Applications that meet the program criteria and guidelines will be reviewed and processed by the CRA Administration.
- Approval must be granted to the CRA or designee by the property owner to access the site. Failure to grant access will result in non-compliance of program guidelines.
- Under all circumstances, the approved contractor performing the work must be licensed, insured and possess worker's compensation insurance.

- A recommendation to execute an agreement and promissory note with the program applicant will be presented to the CRA Board for review and consideration.
- The property owner will receive notification indicating the outcome of the funding request for the proposed project.
- Meetings will be scheduled to execute agreements with the approved program recipients.
- After the agreements are executed, the Lauderdale Lakes CRA will issue a Notice to Proceed to the property owner/authorized representative. The contractor selected by the property owner must apply for the appropriate building permits within 30 days after the Notice to Proceed is issued. Extensions may be granted at the discretion of the CRA Executive Director upon demonstrating just cause for the extension.
- The work will be inspected by the appropriate city departments while in process.
- The work will be inspected by the appropriate city departments for approval and subsequent payment.
- Modifications will require review and approval by the CRA Board; Failure to receive approval shall invalidate the agreement and the agreement shall be deemed terminated.
- Upon completion of the entire project, color photos of the property will be taken.
- The approved payment amount will be reimbursed to the property owner based on the work completed in accordance with the established Building Code, Land Development Regulations and Architectural Guidelines.

LOAN PROVISIONS

- All funding is subject to approval by the Lauderdale Lakes Community Redevelopment Agency.
- The applicant must be the property owner as evidenced by a deed. The property owner may submit a notarized letter designating a representative to act on his/her behalf.
- The property owner must be current with all city, county and state regulations.
- The property must be free from any judgment liens and City liens. Mortgage and tax obligations must be current.
- Program recipients approved by the CRA Board will receive program funding not to exceed the budget allocation. The funds will be reimbursed once all work, as approved, is complete (*Lien release for all work required, if applicable*). One hundred percent backup documentation and on-site review/inspection by staff is required for reimbursement processing. All approved improvements must be complete as determined by the scope of work.
- All required permits and approvals must be obtained from the City of Lauderdale Lakes and other governmental agencies before work begins. All work must be approved by the appropriate city departments and other governmental agencies.
- All private funds must be invested and related work elements must be completed prior to the release of CRA funds. The property owner will be responsible for any and all debt incurred in completing work that's not part of the scope of services/bid proposal.
- All funds provided shall be in the form of a Deferred Payment Note filed to ensure the maintenance and protection of funded improvements for three years. The property owner must sign a Promissory Note.
- No repayment is required and all debt is forgiven after a three-year period.
- The transfer of property is allowed as long as the buyer agrees to maintain or upgrade funded improvements for the remainder of the provisional term.
- All projects must incorporate established regulations.
- If the program recipient fails to maintain the improvements during a three-year period, the awarded funds will become due immediately to the Lauderdale Lakes Community Redevelopment Agency.



REIMBURSEMENT

As noted, applicants must be approved by the Lauderdale Lakes Community Redevelopment Agency (CRA) Board before work can begin on the approved improvements. Funds will not be awarded for work previously completed or work that is in the process of being completed.

- Program recipients approved by the CRA Board will receive program funding reimbursement up to 80% subject to the budget allocation. One hundred percent backup documentation and on-site review/inspection by CRA staff is required for reimbursement processing. All approved improvements must be complete as determined by the scope of work.
- Funds will be reimbursed after the entire project is complete, proof of payment is provided and all contractors have been paid in full.

EVALUATION REVIEW

- The project must be in the CRA Target area.
- The project must be consistent with the goals and objectives outlined in the Redevelopment Plan.
- Priority will be given to improvements that support an increase in property values, occupancy and architectural enhancement in the CRA District.
- Priority will be given to projects that are completed within a year.
- Priority will be given to projects that will prevent, diminish, or eliminate a blighting condition.
- Priority will be given to projects with major/substantial community impact (structural modification/change instead of a "paint-over")
- Priority will be given to "public/private projects" that will substantially upgrade a building simultaneously, thus giving greater "impact" to the project.
- Priority will be given to first-time applicants over repeat applicants.
- Priority will be given to applicants that contribute more than the required matching funds.

DISCLOSURES

The Lauderdale Lakes Community Redevelopment Agency reserves the right to amend the program guidelines and application procedures without notice. The CRA also retains the right to display, promote and advertise the properties that receive grant funding.

PROPOSED FUNDING OPTION (EXAMPLE)

| APPROVED OPTION | MAXIMUM TOTAL PROJECT COST BASED ON INDUSTRY STANDARDS | MAXIMUM CRA CONTRIBUTION (Reimbursement Basis) | MINIMUM PROGRAM RECIPIENT CONTRIBUTION |
|-----------------|--|--|--|
| | Up to \$55,000 | Up to \$ 44,000 (80%) | Up to \$11,000 (20%) |

* NOTE: The cost associated with the eligible improvements are based on projected costs provided by the Building Division. The estimates do not include permitting fees which are not eligible for reimbursement.

Prepared by and return to:

James Avello
Butler Title, LLC
300 South Pine Island Road
Suite 110
Plantation, FL 33324

File No 2024-3531

Parcel Identification No 494219-15-2290

[Space Above This Line For Recording Data]

WARRANTY DEED
(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 24th day of September, 2024 between Tywann Martin, a single man, whose post office address is 433 Ipswich Street, Boca Raton, FL 33487, of the County of Palm Beach, Florida, Grantor, to Marquis Johnson, a single man, whose post office address is 538 Southwest Kabet Avenue, Port St. Lucie, FL 34953, of the County of St. Lucie, Florida, Grantee, for a Life Estate, without any liability for waste, and with full power and authority in the life tenant to sell, convey, mortgage, lease or otherwise manage and dispose of the property described herein, in fee simple, with or without consideration, without joinder of the remainderman, and with full power and authority, the Grantee specifically reserves the right to revoke the remainder interest hereunder and divest the remainderman and re-vest the life tenant with fee simple title without joinder of the remainderman, or to convey the remainder interest created hereunder to another remainderman; all without joinder of the remainderman established under this deed and to retain any and all proceeds generated thereby, and upon the death of the life tenant, the remainder, if any, to De'Andre Rashard Johnson-Whyte, a single man.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward, Florida, to-wit:

The South 60.00 feet of the North 315.71 feet of the East 118.00 feet of Tract "A", Oriole Estates Section 8, according to the map or plat thereof, as recorded in Plat Book 65, Page 9, of the Public Records of Broward County, Florida.

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

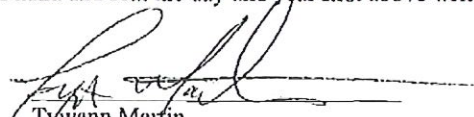
Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

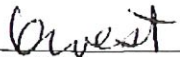
TO HAVE AND TO HOLD the same in fee simple forever.

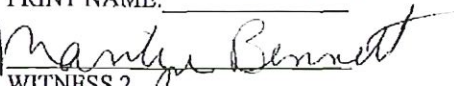
And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Tywann Martin


WITNESS 1
PRINT NAME: **KRISTI WEST**


WITNESS 2
PRINT NAME: **Marilyn Bennett**

300 S. Pine Island Rd. Ste 110, Plantation, FL 33324

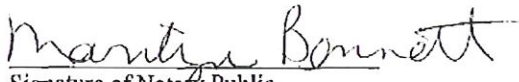
WITNESS 1 ADDRESS

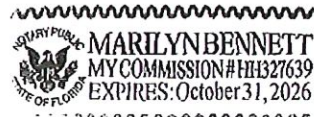
300 S. Pine Island Rd. Ste 110, Plantation, FL 33324

WITNESS 2 ADDRESS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of (☒) physical presence or () online notarization this 18 day of September, 2024, by Tywann Martin.


Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally Known: _____ OR Produced Identification: ☒
Type of Identification
Produced: DL

Legal Description

The South 60.00 feet of the North 315.71 feet of the East 118.00 feet of the Tract "A", Oriole Estates Section 8, according to the map or plat thereof, as recorded in Plat Book 65, Page 9, of the Public Records of Broward County, Florida.



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

24-25

LOCAL BUSINESS
TAX RECEIPT

Notice

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

MARQUIS JOHNSON
3961 NW 31 AVENUE
LAUDERDALE LAKES, FL 33309

| Business License ID | Number |
|---------------------|-------------|
| 8175 | 13747 |
| Type | License Fee |
| APARTMENTS - 4 | 28.96 |
| | Issued |
| | 10/01/2024 |
| | Expires |
| | 09/30/2025 |



2300 Corporate Blvd , #241. Office: (954) 649-4853
Boca Raton, FL 33431 Mobile (954)647-6158
asem@buildersofamericagroup.net
Lic# CCC1329370
#CGC1518217

PROPOSALS

Date: 12/16/24

Submitted to:

MARQUIS JOHNSON

Job Address:

3961 NW 31st AVE Lauderdale Lakes FL 33309

WE HEREBY PROPOSE TO FURNISH ALL MATERIALS AND PERFORM ALL LABOR NECESSARY FOR THE COMPLETION OF THE JOB

DESCRIPTION AND GUIDELINES BELOW:

SCOPE OF WORK REPLACE 32 SQ FLAT ROOF 17 IMPACT WINDOWS & 6 DOORS AND 264 FEET OF PVC FENCE ARE AS FOLLOWS:

Flat Roof only

- Remove existing roof deck
- Replace damaged wood deck
- Install 75# base sheet anchor per code
- Hot mop and install 2 ply glass
- Install 3x3 drip metal
- Hot mop and install modified cap sheet roof cost \$34,500
- Remove all windows & doors
- Replace all new impact windows & doors
- Repair stucco around windows and doors chalk and touch up paint impact windows & doors cost \$26,80 \$26,800
- ~~Install 40 feet of new P.V.C fence to the back and left side of house with one gate \$3,200~~
- Remove all chain link fence around the property
- Install 224 feet new P.V.C. fence around the property with two 3 feet gates on each side fence cost \$17,920
- Remove all debris
- Permits and fees included

Total price, Labor & Materials Including tax: \$82,420

BUILDERS OF AMERICA GROUP LLC. WARRANTIES THE ABOVE WORK FOR 10 YEARS ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER

ALL PRICE QUOTES ARE FOR CASH OR CHECK PAYMENT ONLY SUBSEQUENT WORK WILL NOT BE PERFORMED UNTIL PREVIOUS DRAWS ARE PAID. ALL INVOICES ARE DUE UPON RECEIPT. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL INCUR ADDITIONAL CHARGES OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. WE ARE COVERED BY WORKMAN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE FOR THE PROPOSAL OF WORK LISTED ABOVE. CREDIT CARDS WILL NOT BE ACCEPTED AS FORM OF PAYMENT

BACK

FENCE
20 FT

GATE

36x80

53x50

53x50

37x26

DOOR

32x60

DOOR

53x38

DOOR

53x50

36x80

37x50

53x38

DOOR

37x50

53x38

36x80

53x50

53x50

53x38

53x50

DOOR

53x50

36x80

53x50

53x50

36x80

53x50

DOOR

GATE

FENCE
10 FT

FENCE
10 FT

FRONT

BACK

FENCE
20 FT

gate

36x50

53x38

53x50

DOOR

37x26

32x40

DOOR

53x38

53x34

53x34

53x50

FENCE
10 FT

DOOR

53x50

36x80

53x50

53x50

36x80

53x50

53x34

53x50

DOOR

DOOR

36x80

53x50

53x50

DOOR

36x80

53x50

gate

53x50

gate FENCE
10 FT

FRONT



Back

2 Messages

**3961 NW 31 AVE****LAUDERDALE LAKES ROOF
WINDOWS & DOOR & FENCE
PROPOSAL**

3200 SF OF FLAT ROOF ROOF
COST \$34,500

6 DOORS**W H**

4 DOORS @ 36 X 80 WINDOWS &
DOORS COST \$26,800

1 DOOR @ 32 X 80

1 DOOR @ 30 X 80

17 WINDOWS**W H**

9 WINDOWS @ 53 X 50

5 WINDOWS @ 53 X 38

2 WINDOWS @ 37 X 50

1 WINDOW @ 37 X 26

266 FEET OF P.V.C FENCE INCLUDED 3
GATES \$21,120

TOTAL COST FOR MATERIAL & LABOR
\$82,420



INSPECTION



lifting and bubbling throughout property



extreme pooling of water



cracking on existing roofing material





LCS Master Construction

53 Northeast 2nd Avenue | Deerfield Beach, Florida 33441
(561) 335-4979 | quote@lcsmaster.com | <https://lcsmaster.com/>

RECIPIENT:

Marquis Johnson

3961 Northwest 31st Avenue
Lauderdale Lakes, Florida 33309

Quote #2295

Sent on Nov 11, 2024

Total \$28,737.00

| Product/Service | Description | Qty. | Unit Price | Total |
|-------------------|---|------|-------------|-------------|
| GENERAL | <p>LCS Master Construction respectfully submits this proposal with the work to be performed at the above-referenced project. This proposal is based on a previous call and pictures sent by the homeowner. Please be mindful that local codes cannot be fully interpreted until the inspectors have completed their final inspection and have issued the Certificate of Occupancy for the model(s) or first production unit(s).</p> <p>GC HOURS - General Contractor Jobsite Supervision Project Management, site supervision, inspection scheduling, subcontractor supervision - Licensed, Bonded, and Insured</p> <p>ARCHITECTURAL FEES LCS Master is responsible for providing rough drawings regarding the project. Architectural drawings and/or 1D Drawings are not included and are the owners' responsibility</p> <p>PERMIT FEES Municipality-required permit fees are not included and will be billed separately. City fees are around 2-5% of the final contract amount.</p> | 1 | \$1,500.00 | \$1,500.00 |
| ROOFING PROPOSAL | <ul style="list-style-type: none">- Install TPO flat roof- Repair ceiling plywood- Up to 2 sheets of plywood replacement included in the price- Remove the existing slope roof to a clean workable service- Re-nail existing roof decker per SFBC 34008 (h)- Tin-tag 30# base sheet- Replace all eave drip metal with galvanized eave drip metal- Replace all lead stacks and metal vents- Waterproofing with modified bitumen membrane repair- Flashing and Seam installation | 1 | \$26,400.00 | \$26,400.00 |
| TOTAL 3,160 Sq/Ft | | | | |
| | | | | 31.6 Sq |



LCS Master Construction

53 Northeast 2nd Avenue | Deerfield Beach, Florida 33441
(561) 335-4979 | quote@lcsmaster.com | <https://lcsmaster.com/>

Notes Continued...

This quote is valid for the next 30 days, after which values may be subject to change.

ATANDA FENCE OF SOUTH FLORIDA, INC.

Installer _____

1340 NE 47 ST Oakland Park, FL 33334
Telephone: (954) 980-6638 • Fax: (954) 909-5646
Commercial & Residential / Licensed & Insured
CC# 07-F-14027-X
atandafence@gmail.com

PO# _____

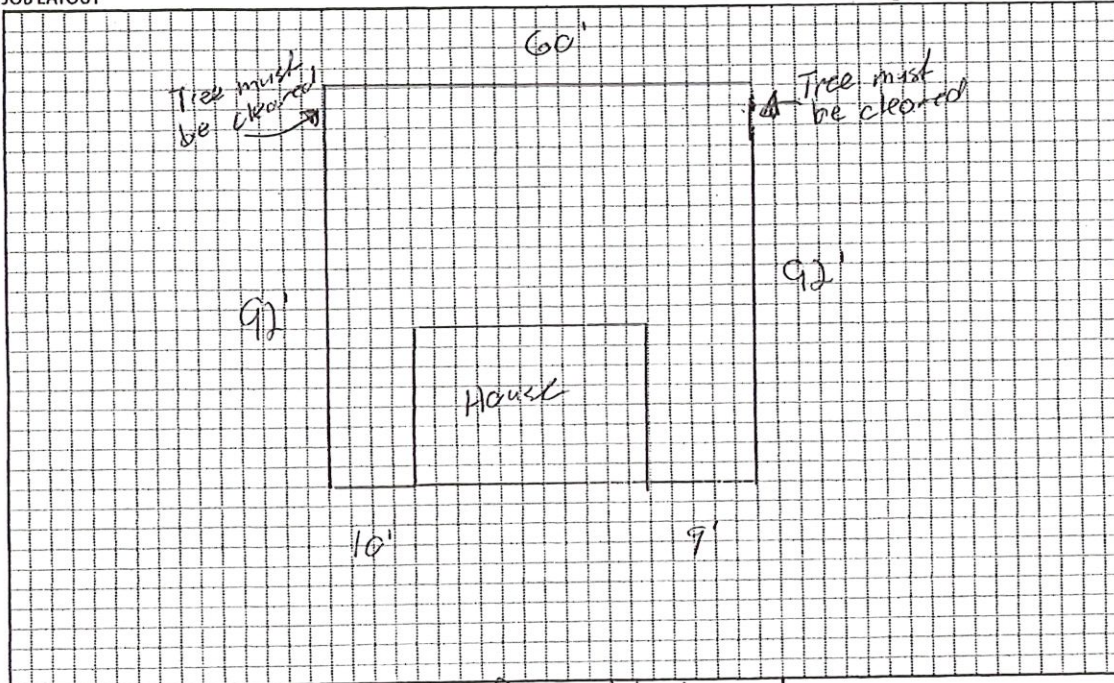
PROPOSAL / CONTRACT

How did you hear about us? _____ DATE: _____

| | |
|---|-------------------------------------|
| Sold to: <u>Marquis Johnson</u> | Community/HOA: _____ |
| Address: <u>3961 NW 31 Ave</u> | Gate Code: _____ |
| City: <u>Landerdale Lakes</u> Zip: <u>33309</u> | Email: <u>changedme21@gmail.com</u> |
| Home #: _____ | Cell #: <u>754 767 1484</u> |

JOB LAYOUT

Marking #:



DESCRIPTION: Remove existing chainlink fence and haul away.
Install approx 263' of 6' white PCC fence
T&G style with two walk gates and one double
gate. Post set max 6' on center embedded in a
min. 60 lbs concrete each. Aluminum post
stiffeners for gates and stainless steel hardware

SALES PRICE: \$11,895 Plus Permit
DEPOSIT: \$5,947
PERMIT FEES: _____
DUE ON COMPLETION: _____

Permits approx \$600 added to final invoice!

PROPOSALS ARE GOOD FOR 30 DAYS.
ONCE THIS PROPOSAL HAS BEEN SIGNED BY THE BUYER AND THE SELLER, THIS PROPOSAL BECOMES A RETAIL INSTALLMENT CONTRACT.

RETAIL INSTALLMENT CONTRACT CONDITIONS

ALL CONTRACTS REQUIRE A 50% DEPOSIT, WITH BALANCE DUE UPON COMPLETION.
BUYERS ARE RESPONSIBLE FOR FURNISHING NECESSARY SURVEYS AND/OR HOMEOWNER ASSOCIATION APPROVAL LETTERS, IF APPLICABLE.
BUYER SHALL CLEAR ANY DEBRIS, SHRUBS, BUSHES, TREES OR ANY OTHER OBSTRUCTION TO GIVE CLEAR ACCESS TO THE FENCE LINES. IF LINES ARE NOT CLEAR AT THE TIME OF INSTALLATION, THE BUYER AGREES TO PAY AN ADDITIONAL CHARGE OF \$300.00 FOR A TRIP CHARGE IF WE ARE NOT ABLE TO GAIN ACCESS THROUGH GUARD GATES.
BUYER SHALL BE RESPONSIBLE FOR THE LOCATION OF THE FENCE INCLUDING BUT NOT LIMITED TO IRRIGATION LINES, UNDERGROUND CABLES AND LINES, AND GAS AND OTHER UTILITY LINES. UNLESS BUYER INFORMS SELLER OF THEIR EXACT LOCATION PRIOR TO INSTALLATION. IN THE EVENT THE BUYER REQUESTS SELLER TO INSTALL THE FENCE WITHIN 24 INCHES OF EITHER SIDE OF THE CABLE LOCATIONS OR CABLE MARKINGS, BUYER SHALL BE RESPONSIBLE FOR ALL DAMAGES CAUSED BY THE INSTALLATION OF FENCE INCLUDING SELLER'S LABOR AND MATERIAL CHARGES AND AGREES TO INDEMNIFY SELLER FOR THESE DAMAGES.
ANY CHANGES MADE TO THIS CONTRACT MAY RESULT IN ADDITIONAL CHARGES TO BE DETERMINED BY THE SELLER.
BUYER AGREES TO DO NECESSARY LANDSCAPING REQUIRED BY THEIR MUNICIPALITY AND/OR HOMEOWNER'S ASSOCIATION. FURTHERMORE, THE BUYER AGREES TO DO THE NECESSARY LANDSCAPING WITHIN 60 DAYS OF COMPLETION OF THE FENCE INSTALLATION. IF LANDSCAPING IS NOT COMPLETED WITHIN 60 DAYS, BUYER AGREES TO PAY ADDITIONAL COSTS THAT MAY BE INCURRED.
BUYER AGREES THAT LANDSCAPE WORK IS NOT A PART OF THIS CONTRACT.
BUYER AGREES THAT THE TITLE OF THE GOODS HEREIN DESCRIBED SHALL NOT PASS TO THE BUYER UNTIL ALL PAYMENTS OF THIS CONTRACT HAVE BEEN MADE AND FURTHER GIVES PERMISSION TO ACCESS THE PROPERTY FOR THE PURPOSE OF REPOSSESSING THE GOODS SOLD IN THIS CONTRACT.
IF SELLER HAS TO PAY ANY MONEY OR ENGAGE AN ATTORNEY TO COLLECT PAYMENT FROM THE BUYER, OR IF ANY ACTIONS FILED IN CONNECTION WITH THIS CONTRACT, SELLER SHALL BE ENTITLED TO RECOVER FROM BUYER ALL OF SELLER'S COLLECTION COSTS AND SELLER'S REASONABLE ATTORNEY'S FEES.
BUYER AGREES TO PAY AN ANNUAL INTEREST RATE OF 18 PERCENT (1.5 PERCENT PER MONTH) ON BALANCES PAST DUE.
ANY DEPOSITS WILL BE FORFEITED IF THIS CONTRACT IS CANCELLED AT THE CUSTOMER'S REQUEST UNLESS AGREED UPON BY BOTH PARTIES.

SELLER

DATE

BUYER

DATE





CITIZENS PROPERTY INSURANCE CORPORATION
301 W BAY STREET, SUITE 1300
JACKSONVILLE FL 32202-5142

| | | | |
|---|--|--|--|
| Dwelling Fire DP-3 Special Form Application Citizens Property Insurance Corporation | | Initial Submission Date: 09/16/2024 | |
| POLICY NUMBER: 13709276 | | Effective Date: 09/20/2024 Expiration Date: 09/20/2026 Effective at 12:01 a.m. Eastern Time at the Location of the Residence Premises | |
| APPLICANT INFORMATION First Named Insured: Marquis Johnson Policy Mailing Address: 538 SW KABOT AVE PORT SAINT LUCIE, FL 34953-3053 Country: US Primary Email Address: changedme21@gmail.com Reason For No Email: Secondary Email Address: Social Security/FEIN Number: Intentionally Left Blank Date Of Birth: Intentionally Left Blank Occupation: Manager Contact Telephone: 754-707-2505 Mobile Phone: 754-707-2505 Reason For No Mobile: Address Type: Mailing | | AGENT INFORMATION Organization Name: GOOSEHEAD INSURANCE AGENCY, LLC Citizens Agency ID#: 31259 Agent Name: AIDEN STEINBERG Fl. Agent Lic. #: G079075 Mailing Address: 5255 N FEDERAL HWY STE 210 BOCA RATON, FL 33487 Email Address: aiden.steinberg@goosehead.com Primary Telephone: 561-293-2830 Work Telephone: 561-293-2830 Primary Fax Number: | |
| LOCATION OF RESIDENCE PREMISES Property Address: 3961 NW 31ST AVE LAUDERDALE LAKES, FL 33309-4983 FL County: BROWARD | | DEDUCTIBLES Hurricane Deductible: \$28,150 (5%) All Other Perils Deductible: \$2,500 Sinkhole Deductible: N/A Windstorm coverage is: <u>WIND</u> Included | |

| ADDITIONAL NAMED INSURED(S) | | | |
|------------------------------------|---------|------------|-----------------------------------|
| Name | Address | Occupation | Social Security/FEIN Number/D.O.B |
| No Additional Named Insureds | | | |

| ADDITIONAL INTEREST(S) | | | |
|-------------------------------|---------------|--|-------------|
| # | Interest Type | Name and Address | Loan Number |
| 1 | 1st Mortgagee | CARRINGTON MORTGAGE SERVICES LLC ISAOA ATIMA PO BOX 692408 SAN ANTONIO, TX 78269-2408 | 2408082735 |

| BASIC COVERAGES | | OTHER COVERAGES | |
|--|--------------------------|--|------------------|
| Basic Coverages | Coverage Limits | Additional Insured Described Location (CIT DP 04 41) | No |
| A. Dwelling: | \$563,000 | Additional Insured (Personal Liability) (DL 24 10) | No |
| B. Other Structures*: | \$0 | Sinkhole Loss Coverage (CIT 25 94) | No |
| C. Personal Property: | \$0 | | |
| D. Fair Rental Value: | \$56,300 | | |
| E. Additional Living Expense: | \$56,300 | | |
| L. Personal Liability: | \$100,000 | | |
| M. Medical Payments: | \$2,000 | | |
| RATING INFORMATION | | | |
| Year Built: | 1972 | Occupancy: | Tenant Occupied |
| Is the dwelling under construction or renovation? | No | Use: | Rental Property |
| Will the dwelling be occupied throughout the entire renovation period? | | Identify All Months Unoccupied: | None |
| What is the estimated completion date? | | Property Protected by: | |
| Date Purchased or Leased: | 09/20/2024 | Locked Security Gate: | No |
| For Dwelling over 30 years, indicate: | | Security Guard(s): | No |
| Year 4 point inspection completed*: | 2024 | Terrain: | C |
| Roof Material: | Shingles - Architectural | Protection Class: | 2 |
| Roof Remaining Useful Life (Years): | | Distance from Fire Station (mi.): | 2 |
| Improvements: | | Distance from Hydrant (ft.): | 1000 |
| Year of Last Update - Roofing*: | 2020 | Is risk within the City Limits: | Yes |
| *(Update and inspection documentation must be attached) | | City, Town or Fire District: | LAUDERDALE LAKES |
| Primary Heat Source: | | Municipal Code | |
| Is the Primary Heat Source portable? | No | Fire: | 999 |
| Does the Primary Heat Source have an open flame? | No | Police: | 999 |
| Is the heat source a central gas fireplace or wood burning stove that is permanently installed by the factory or a qualified professional? | No | Number of Families: | 4 |
| Building Code Effectiveness Grading Schedule: | | Number of Roomers/Boarders: | 0 |
| Grade Code: | Ungraded | Total Living Area (Sq. Ft.): | 3197 |
| Construction Type: | Masonry | Number of Stories: | 1 |
| Number of Units in Fire Division: | 1 | Number of Units in Building: | 4 |
| Any Unacceptable Plumbing: | None | Floor Unit Located On: | 1 |
| Any Hazardous Electrical Wiring: | None of the Above | Estimated Replacement Cost: | \$563,000 |
| Has the Aluminum Branch wiring been remediated: | | Alternate Reconstruction Cost | |
| Electrical Service-Number of Amps: | 100 or more Amps | Valuation Type: | None |
| Residence Type: | Dwelling | Market Value (Excluding Land): | \$563,000 |
| Roof Cover: | FBC Equivalent | Purchase Price: | \$815,000 |
| Roof Shape: | Gable | | |
| Opening Protection: | None | | |
| Roof Deck Attachment: | Level C | | |
| Roof-Wall Connection: | Clips | | |
| Secondary Water Resistance: | Unknown | | |

For purposes of the questions below that request information about the "applicant", when the first named insured is a limited liability company (LLC), a partnership, a corporation or an association, the responses must reflect information about the applicant and all LLC members, all partners, corporation officers or association officers.

PRE-QUALIFICATION QUESTIONS

Offer of Coverage (A or B must be selected)

A. I am unaware of any offer of coverage for this property, either from any authorized insurer if a "Primary Residence", or any authorized insurer or approved surplus lines insurer if a "Non-Primary Residence".

B. The premium, for all offers of coverage on the "Primary Residence" made by authorized insurers is more than 20 percent greater than the premium for comparable coverage from Citizens; or if this is an application for a "Non-Primary Residence", the premium for all offers of coverage made by authorized insurer or approved surplus lines insurer on the "Non-Primary Residence" is more than 20 percent greater than the premium for comparable coverage from Citizens.

* A "Primary Residence" is defined as the policyholder's primary home or is a rental property that is the primary home of the tenant, and which the policyholder or tenant occupies for more than 9 months of each year.

* A "Non-Primary Residence" is a property not meeting the above definition of "Primary Residence". Examples of a "Non-Primary Residence" include a seasonal or secondary property.

Response: A

Has any applicant been canceled or nonrenewed for material misrepresentation on an application for insurance or on a claim in the past 15 years?

No

Has any applicant been canceled, convicted or pleaded no contest for insurance fraud in the past 15 years?

No

Has any applicant been convicted or pleaded no contest for arson in the past 15 years?

No

Is home currently condemned?

No

Any structure partially or entirely over water?

No

Is the roof damaged or does the roof have visible signs of leaks?

No

Is the dwelling used as a fraternity or sorority house or any similar housing arrangement?

No

ELIGIBILITY QUESTIONS - GENERAL

Is there any business*, whether for profit or not, conducted on the residence premises including: religious services, animal or other attraction visitation, any care of adults or children, farming or media production with on-site production crews? (*Does not include Home Day Care).

No

Is there any Home Day Care conducted on the residence premises?

No

Does the dwelling show signs of settlement or cracking of the walls, floor or foundations?

No

Are there any signs of sinkhole activity on the property such as shifting, or bulging of a foundation, wall, or roof?

No

Does any person who will be an insured under this policy have knowledge of any sinkhole investigation, ground study, structural evaluation, and/or sinkhole inspection performed due to a sinkhole claim or for any reason other than an inspection to request sinkhole insurance for the property?

No

Does any person who will be an insured under this policy have knowledge that repairs have been made to the dwelling and/or property relating to sinkhole activity?

No

Does the property have any unrepaired or existing damage caused by a loss or claim that is serviced by or that has been filed with the Florida Insurance Guaranty Association?

No

Does the property have any unrepaired or existing damage that is not the subject of a claim serviced by or that has been filed with the Florida Insurance Guaranty Association?

No

Is the property in a state of disrepair?

No

Is the dwelling, or other structure homemade, rebuilt or constructed with extensive remodeling on a 'Do-It-Yourself' basis?

No

ELIGIBILITY QUESTIONS - GENERAL

Was the dwelling originally built for purposes other than a residence and later converted for residential use?

No

Is the property located on landfill previously used for refuse?

No

Is the property readily accessible year round to fire fighting equipment?

Yes

Is the property located on a barrier island?

No

Is the dwelling rented for periods of 30 days or less?

No

Is the dwelling advertised or held out for rental to guests for short term rental periods?

No

ELIGIBILITY QUESTIONS - HAZARDS

Is there a swimming pool or similar structure?

No

Is there a trampoline on the premises?

No

Is there a skateboard ramp?

No

Is there a bicycle ramp?

No

Is there an empty in-ground pool or similar structure?

No

Are there outdoor appliance(s)?

No

Are there inoperable motor vehicle(s) not secured in garage or structure?

No

Are there horses or livestock used for business?

No

Are there other unusual or dangerous conditions?

No

Are there any vicious or exotic animals on premises?

No

ELIGIBILITY QUESTIONS - ADDITIONAL INFORMATION

Has any named insured had a foreclosure, repossession or bankruptcy during the past five (5) years?

No

Is the property located within 1,500 feet of salt water?

No

Is the dwelling within 40 feet of a commercial structure?

No

Was the dwelling ever moved from its original foundation?

No

Is the dwelling built on a continuous masonry foundation?

No

Agent Application Remarks:

| DISCOUNTS/FLOOD | |
|--|---|
| PROTECTIVE DEVICE DISCOUNTS Fire Alarm Type: _____ No Sprinkler System Type: _____ None | FEMA Flood Zone: X500 Special Flood Zone: No Is there a Flood Policy in effect? No Flood Insurer Name: _____ Flood Policy Number: _____ Flood Policy Effective Date: _____ Flood Building Limit: _____ Flood Contents Limit: _____ |

| PRIOR LOSSES |
|---|
| Has the applicant had any losses, whether or not paid by insurance, during the last five years at this or any other location? |
| No Prior Losses |

| PRIOR POLICIES |
|-----------------------|
| No Prior Policies |

| PREMIUM INFORMATION | BILLING INFORMATION |
|--|--|
| Grand Subtotal Premium: \$8,933 Mandatory Additional Surcharges: \$247.00 usd Total Premium: \$9,180 | Billing Method: DirectBill Payor: _____ |

In the event that a payment is made by check or draft and the instrument is returned because of insufficient funds to pay it, Citizens Property Insurance Corporation will impose a charge of \$15 per returned check.

| PAYMENT PLANS | | |
|---|--|--|
| <i>(Mortgagee, Lienholder & Premium Finance Co. are <u>not</u> eligible for Quarterly And Semi-Annual Payment Plans.)</i> | | |
| <input checked="" type="checkbox"/> Quarterly Payment Plan: | | |
| <u>Installment</u> | <u>Premium Amount Due</u> | <u>Due Date</u> |
| Payment 1 | 40% of policy premium, plus \$3 installment fee & \$10 service fee | Policy Effective Date |
| Payment 2 | 20% of policy premium, plus \$3 installment fee | 3 months after the policy effective date |
| Payment 3 | 20% of policy premium, plus \$3 installment fee | 6 months after the policy effective date |
| Payment 4 | 20% of policy premium, plus \$3 installment fee | 9 months after the policy effective date |
| <input type="checkbox"/> Semi-Annual Payment Plan: | | |
| <u>Installment</u> | <u>Premium Amount Due</u> | <u>Due Date</u> |
| Payment 1 | 60% of policy premium, plus \$3 installment fee & \$10 service fee | Policy Effective Date |
| Payment 2 | 40% of policy premium, plus \$3 installment fee | 6 months after the policy effective date |
| <input type="checkbox"/> Full Payment: | | |
| | <u>Premium Amount Due</u> | <u>Due Date</u> |
| Payment 1 | 100% of policy premium | Policy Effective Date |

| PREMIUM FINANCE INFORMATION | |
|--|---|
| Premium Finance Account Number: N/A Premium Finance Company Name: N/A | Premium Finance Company Address: N/A |

SPECIAL NOTICES TO APPLICANT(S)

SINKHOLE LOSS COVERAGE

Your policy contains coverage for a Catastrophic Ground Cover Collapse that results in the property being condemned and uninhabitable. Your policy **does not provide coverage for sinkhole losses**. You may purchase coverage for sinkhole losses for an additional premium. Your signature on this application creates a presumption that you made an informed election or rejection to purchase Sinkhole Loss Coverage and indicates you understand if you **do not** select Sinkhole Loss Coverage the policy on your home **will not pay** for sinkhole loss and damage from sinkhole activity. You will pay all costs of sinkhole loss damage. Your insurance will not. Eligibility for Sinkhole Loss Coverage is not guaranteed. Any future request to add Sinkhole Loss Coverage will be subject to review under Citizens' underwriting guidelines in effect at the time.

Additional Requirements:

- **If you select** Sinkhole Loss Coverage and:
 - You answer "**Yes**" to any of the following 3 sinkhole activity questions in the ELIGIBILITY QUESTIONS-GENERAL section of this Application; your **application is not bound**.
 - Are there any signs of sinkhole activity on the property such as shifting, or bulging of a foundation, wall, or roof?
 - Does any person who will be an insured under this policy have knowledge of any sinkhole investigation, ground study, structural evaluation, and/or sinkhole inspection performed due to a sinkhole claim or for any reason other than an inspection to request sinkhole insurance for the property?
 - Does any person who will be an insured under this policy have knowledge that repairs have been made to the dwelling and/or property relating to sinkhole activity?
 - You answer "**Yes**" to the question "Does the dwelling show signs of settlement or cracking of the walls, floor or foundations?" in the ELIGIBILITY QUESTIONS-GENERAL section of this Application; or the house or property to be insured is located in Alachua, Citrus, Hamilton, Hernando, Hillsborough, Lake, Manatee, Marion, Pasco, Pinellas, Polk, Seminole, Sumter, Suwannee, Wakulla or Washington county; your application **does not include** Sinkhole Loss Coverage.

Your request for Sinkhole Loss Coverage **must** be made by completing a **separate Sinkhole Loss Coverage New Business Request form CIT SLC-NB** and submitting the request **unbound** to Citizens **prior to** the effective date of the policy.
- **If you do not select** Sinkhole Loss Coverage and you answer "**Yes**" to any of the three sinkhole activity questions (bulleted above) found in the ELIGIBILITY QUESTIONS-GENERAL section of this Application, your **application is not bound**. You must complete a **New Business Sinkhole Inspection Requirement form CIT SH-INSP** and submit the **CIT SH-INSP** form to Citizens **prior to** the requested effective date of the policy.

Limitation on Covered Losses Caused by Accidental Discharge or Seepage of Water

Your signature on this application represents that you acknowledge and accept that payment under this policy will be limited to a maximum of \$10,000 on coverage for covered losses caused by accidental discharge or overflow of water or steam from within specified household systems, seepage or leakage of water or steam, condensation, moisture or vapor (Hereafter collectively referred to as accidental discharge of water in this statement), as described and insured in the policy which is the subject of this application. The amount we pay for necessary reasonable emergency measures taken solely to protect covered property from further damage by accidental discharge of water will be deducted from the \$10,000 limit on coverage, as described and insured in the policy. Additionally, you understand that there are limitations on certain other covered losses, which are subject to the terms and conditions your policy.

ACKNOWLEDGEMENT OF POLICY EXCLUSIONS AND LIMITATIONS

By signing this statement, you acknowledge that the policy you have applied for, if issued by Citizens, contains coverage limitations, exclusions, reductions, conditions and related provisions (hereafter Limiting Provisions). Examples of Limiting Provisions include various property coverage limitations and no personal liability coverage for losses caused by or arising out of an animal, drone usage, homesharing activities, or trampolines. The foregoing is not an exhaustive list of Limiting Provisions and it is important that you read your policy and any future policy changes or other documents that you receive from Citizens. Please contact your agent if you have any questions.

INSPECTION CONTACT INFORMATION

No Inspection Information

PROPERTY INSPECTION

Citizens Property Insurance Corporation (Citizens) may conduct an inspection of your property as part of the underwriting process. The purpose of the inspection will be to verify eligibility and validate certain building characteristics, including construction, replacement value, occupancy and wind-resistive features. The inspector may also verify updates to plumbing, heating, electrical and roofing systems and note any special conditions.

One of the main purposes of an inspection is to ensure you receive the appropriate premium credits for the wind-resistive features of your property. We ask that you promptly cooperate with all inspection requests. Failure to respond to inspection requests or refusal to allow a Citizens-designated inspector to conduct an inspection of your property may result in the loss of wind-mitigation credits, and/or the cancellation or nonrenewal of your policy, and/or declination of coverage.

The contact information in the **Inspection Contact Information** section will be provided to a designated property inspector, who will schedule an appointment at your convenience. The information provided may also be used by Citizens to send you other important policy information. Access to the interior and exterior of your home or building will be required at the time of inspection. Once the inspection is completed, Citizens will send you information about the inspection findings, including photographs of your property's wind-resistive features.

Our goal is to perform a thorough inspection of your property with minimal inconvenience to you. If you are unable to be present for an inspection, you may designate a property manager or other person to accompany the inspector. We thank you in advance for your assistance.

By my signature below, I grant Citizens and its designated inspector(s) permission to enter my property at the address designated as the Location of Residence Premises, for the purpose of an inspection, and reinspection, if necessary. If I am unable to be present, I give permission for the designee named in the **Inspection Contact Information** section to provide Citizens' inspector access to my property to perform the inspection. Citizens may use my contact information, including my e-mail address, to send me important information related to my policy. I understand that Citizens is not obligated to inspect my property, and that any inspection relates only to insurability and premiums charged. Citizens in no way implies, warrants or guarantees property conditions are safe, healthful, structurally sound, or that the property complies with any laws, regulations, codes or standards.

Applicant's Signature_____
Date_____
Print Name

IMPORTANT NOTICE REGARDING THE FAIR CREDIT REPORTING ACT: I understand and agree that as part of the underwriting procedure, a consumer report or an investigative consumer report may be obtained. Such reports may include information regarding my claims history, general reputation, personal characteristics, and mode of living. By signing this application I consent to the obtaining or preparation of either or both reports and the disclosure to Citizens and the agent of record. I understand that these reports will be handled in the strictest confidence. Information as to the nature and scope of these reports will be provided to me upon request.

Applicant's
Initials

The Department of Financial Services offers free financial literacy programs to assist you with insurance-related questions, including how credit works and how credit scores are calculated. To learn more, visit www.MyFloridaCFO.com.

STATEMENT ON THE COLLECTION OF CONSUMERS' SOCIAL SECURITY NUMBERS

If you use a Social Security Number instead of a Federal Employer Identification Number when completing this application, please review the following statement:

Citizens Property Insurance Corporation's ("Citizens") collection of social security numbers for each of the purposes set forth below is imperative for the performance of Citizens' duties and responsibilities as prescribed by section 627.351(6), Florida Statutes, and is authorized by section 119.071(5), Florida Statutes.

Citizens collects social security numbers from consumers for the following purposes:

- Obtaining loss history reports for underwriting purposes in accordance with section 627.351(6), Florida Statutes and the Florida Insurance Code;
- Implementing the enhanced clearinghouse application authorized by paragraph 627.3518(3)(e), Florida Statutes;
- Reporting unclaimed property to state government agencies in accordance with Chapter 717, Florida Statutes;
- Processing insurance claims in accordance with section 627.351(6), Florida Statutes and the Florida Insurance Code; and
- Ensuring compliance with US Department of Treasury Office of Foreign Asset Control requirements as set forth in Title 31, Part 501 et seq, United States Code of Federal Regulations.

POLICYHOLDER PAPERLESS DELIVERY ACKNOWLEDGEMENT

Upon submission of this application to Citizens, by initialing this Acknowledgement, I affirmatively elect delivery of policy documents (including invoices and other statements) by electronic means in lieu of my right to have these documents mailed to me. I acknowledge my understanding of, and agreement to the following matters:

- Except for documents that end coverage with Citizens, such as rescission of the policy, Notice of Cancellation, or Notice of Nonrenewal, Citizens will **not** mail any policy documents to me.
- I will have secure online access to the policy documents through myPolicy at citizensfla.com.
- I may request paper copies of any policy documents at any time by contacting my agent.
- Citizens will send an email to the "Primary Email Address" listed under the applicant information section above when new policy documents are generated. The email will inform that there are new policy documents to review and contain a link to the myPolicy homepage. At the myPolicy homepage, I will enter my username and password to access the new policy documents.
- I have the right, at any time, to withdraw my election to receive policy documents by electronic means by withdrawing my election through myPolicy at citizensfla.com. In such event, paperless delivery will be discontinued and, subsequently, policy documents will be mailed to the "Policy Mailing Address" on file with Citizens.
- Access to paperless policy documents requires an internet accessible computer or mobile device that can access and display Adobe PDF documents. By my initials below and my signature on this application, I hereby affirm the above and that I have the capability to receive and access paperless policy documents from Citizens.

Applicant's
Initials

INSURANCE COVERAGES AND PAYMENT OF PREMIUM

Upon submission of this application to Citizens, the applicant will receive a copy of this application. **No insurance is provided by us unless the premium is paid when due.** If a policy is issued by Citizens, the coverages reflected in the policy declarations and other policy forms will control. The insurance provided by Citizens is subject to the rates, terms, conditions and limitations of the policy applied for and the Citizens Underwriting Manual, applicable on the effective date of coverage with Citizens.

Agent must submit the following within five (5) business days of the effective date of coverage:

- A fully completed, signed and dated application.
- All required documentation, in accordance with this application, and Citizens Underwriting Manual, applicable to the type of insurance requested.
- Required photographs, if any, as provided for in the Citizens Underwriting Manual applicable to the type of insurance requested.
- Required premium (indicate how premium will be paid below):

Agent: Please initial and date the appropriate selection below (select only one option):

_____/_____/_____
Agent's Initials Date The applicant's payment will be submitted within five (5) business days as follows:

- ☐ I have advised the applicant to make their payment online at www.citizensfla.com.
- ☐ I have received an epayment authorization from the applicant. Premium has been remitted from the applicant's bank account via PolicyCenter.
- ☐ I have collected the premium from the applicant, am holding it in trust in the agency account, and will post a payment via PolicyCenter.
- ☐ I am mailing or have directed the applicant to mail a check to Citizens. (Checks should be made payable to Citizens Property Insurance Corporation.)

_____/_____/_____
Agent's Initials Date The full policy premium* will be paid by the Mortgagee/Lienholder.

_____/_____/_____
Agent's Initials Date The full policy premium* will be paid by the Premium Finance Company.

_____/_____/_____
Agent's Initials Date Payment of premium will be handled through a real estate closing. The full policy premium will be paid through the closing process.

This insurance may be terminated at any time prior to the effective date of coverage. Any binder will not exceed 45 days.

*Full premium payment only - Mortgagee Lienholder & Premium Finance Co. are not eligible for Quarterly or Semi-Annual Payment Plans

AGENT'S CERTIFICATION

Under penalty of law, I state and affirm the following:

1. I affirm the applicant's property is eligible for a policy with Citizens; and the eligibility complies with the response in the Offer Of Coverage, Pre-Qualification Questions section of this Application.
2. I understand that any Citizens policy may be taken out, assumed or removed from Citizens, and it may be replaced with a policy from an authorized insurer or an approved surplus lines insurer that may not provide identical coverage.
3. I understand that by submitting an application for residential insurance to Citizens, the applicant may be offered coverage by an insurer willing to write this insurance, or by an agent able to place this insurance with an authorized insurer or an approved surplus lines insurer.
4. I affirm the applicant's property was visually inspected by me or my authorized representative and that included in this application submission are all required photographs and supporting documentation. I affirm these submitted records fully comply with Citizens' documentation requirements and affirm that this application submission is in compliance with all applicable underwriting rules.
5. I understand that if any of my affirmations are false, my Citizens appointment may be terminated and I may be exposed to disciplinary action by the Department of Financial Services and/or referral to the appropriate State Attorney.

<AM/PM>

Signature of Agent

Date

Time

Print Name of Agent

Phone

Under Florida Law, this policy may be replaced with one, from an authorized insurer or an approved surplus lines insurer, that does not provide identical coverage. Acceptance of Citizens coverage by you creates a conclusive presumption that you are aware of this potential.

APPLICANT'S AGREEMENT

As part of my application I state and affirm the following:

1. I affirm that my property is eligible for a policy with Citizens in accordance with my response in the Offer Of Coverage, Pre-Qualification Questions section of this Application.
2. I understand that if my policy is issued by Citizens, it may be taken out, assumed, or removed from Citizens and replaced with one from an authorized insurer or an approved surplus lines insurer that may not provide identical coverage. Additionally, I understand that acceptance of a Citizens policy creates a conclusive presumption that I am aware of this potential.
3. I understand that if the insured property is a "Primary Residence" and an offer of coverage from an authorized insurer is received at renewal, that is not more than 20 percent greater than Citizens' renewal premium for comparable coverage, my property is not eligible for coverage with the corporation.
4. I understand that if the insured property is a "Non-Primary Residence" and an offer of coverage from an authorized insurer or an approved surplus lines insurer is received at renewal that is not more than 20 percent greater than Citizens' renewal premium for comparable coverage, my property is not eligible for coverage with the corporation.
5. I understand that if my property is located seaward of the Coastal Construction Control Line or within the Coastal Barrier Resources System and any major structure (as defined by Section 161.54(6)(a), Florida Statutes) is newly constructed, or rebuilt, repaired, restored, or remodeled to increase the total square footage of finished area by more than 25 percent, pursuant to a permit applied for after July 1, 2015, the property is not eligible for coverage with Citizens and my policy will be non-renewed.
6. I understand that my coverage with Citizens will not be effective until the effective date shown on this application.
7. By signing this application, I authorize Citizens to share my information with other insurers and agents who will attempt to place my coverage with another insurer.

I have read the entire application and I declare that all of the foregoing statements are true and that these statements are offered as an inducement to Citizens to issue the policy for which I am applying. I agree that if my down payment or full payment check for the initial premium is denied or returned by the bank for any reason, coverage may be null and void from inception (e.g. insufficient funds, closed account, stop payment).

<AM/PM>

Signature of Applicant(s)

Date

Time

Print Name of Applicant(s)

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE. F.S.817.234.

**ACKNOWLEDGEMENT OF POTENTIAL SURCHARGE
AND ASSESSMENT LIABILITY**

1. AS A POLICYHOLDER OF CITIZENS PROPERTY INSURANCE CORPORATION, I UNDERSTAND THAT IF THE CORPORATION SUSTAINS A DEFICIT AS A RESULT OF HURRICANE LOSSES OR FOR ANY OTHER REASON, MY POLICY COULD BE SUBJECT TO SURCHARGES AND ASSESSMENTS, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE SURCHARGES AND ASSESSMENTS COULD BE AS HIGH AS 25 PERCENT OF MY PREMIUM, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
2. I UNDERSTAND THAT I CAN AVOID THE CITIZENS POLICYHOLDER SURCHARGE, WHICH COULD BE AS HIGH AS 15 PERCENT OF MY PREMIUM. BY OBTAINING COVERAGE FROM A PRIVATE MARKET INSURER AND THAT TO BE ELIGIBLE FOR COVERAGE BY CITIZENS, I MUST FIRST TRY TO OBTAIN PRIVATE MARKET COVERAGE BEFORE APPLYING FOR OR RENEWING COVERAGE WITH CITIZENS. I UNDERSTAND THAT PRIVATE MARKET INSURANCE RATES ARE REGULATED AND APPROVED BY THE STATE.
3. I UNDERSTAND THAT I MAY BE SUBJECT TO EMERGENCY ASSESSMENTS TO THE SAME EXTENT AS POLICYHOLDERS OF OTHER INSURANCE COMPANIES, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.
4. I ALSO UNDERSTAND THAT CITIZENS PROPERTY INSURANCE CORPORATION IS NOT SUPPORTED BY THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA.

Applicant's Signature

Date

Printed Name

I, THE AGENT OF RECORD, AFFIRM I HAVE EXPLAINED TO THE APPLICANT THE POTENTIAL SURCHARGE AND ASSESSMENT LIABILITY THAT MAY OCCUR IF THIS POLICY IS ISSUED.

Agent's Signature

Date

Print Name

POLICYHOLDER ASSESSMENT EXAMPLE

To illustrate the potential assessment obligation of a Citizens policyholder compared to a policyholder insured by a private insurer, we have prepared an example based on an annual premium of \$3,000. Your actual assessment amount will vary based on your annual premium. The assessment will be in addition to the premium you pay for insurance coverage.

| | Citizens Policy | ABC Insurance Policy |
|--|-----------------|----------------------|
| If your annual premium is: | \$3,000 | \$3,000 |
| Tier 1: Potential Citizens Policyholder Surcharge (one- time assessment up to 15% of premium) | \$450 | N/A |
| Tier 2: Potential Emergency Assessment (up to 10% premium annually, may apply for multiple years) ¹ | \$300 | \$300 |
| Potential Annual Assessment: | \$750 | \$300 |

Tiers are used to demonstrate the multiple levels of assessment defined by Florida Law.

Assessment tiers are triggered based on the severity of the deficit.

Assessments are based on the greater of the projected deficit or the aggregate statewide written premium for the subject lines of business. The above example is based on the use of premium.

Notes:

- 1 - Tier 2 assessment may be collected each year over multiple years, depending on the extent of the deficit. In the event that subsequent years also generate a deficit, additional assessments could occur.

EXHIBIT “C”

**NW 31 AVENUE OVERLAY ZONING DISTRICT
DEVELOPMENT SERVICES REPORT**

DRAFT



City of Lauderdale Lakes

Residential Preservation & Enhancement Program

Planning and Zoning Review Comments – 12/13/24

| Site Address | | | | |
|-------------------|------------------|-------|-----------------|------------------|
| 3961 NW 31st Ave | | | | |
| Lot Area | Building Area | Units | Parcel ID | Property Owner |
| +/- 7,080 sq. ft. | +/- 3197 sq. ft. | 4 | 4942 19 15 2290 | JOHNSON, MARQUIS |

Planning and Zoning Comments

Stephen Smith, Planner II | Development Services / Stephens@lauderdalelakes.org / 954-304-9214

Zoning Review Items

- *Driveways and Parking Area (704.7.7)(a)(1-7)*
- *Walls and Fences (704.7.7)(d)(1-7)*
- *Garbage Containers (704.7.7)(e)(1)*

Driveways and Parking Area

- Please replace the existing parking area with a new one from either asphalt pavement, brick pavers, concrete or stamped concrete.
- Please paint stripping and wheel stops in the parking area either white or yellow.
- Please provide unit numbers on the wheel stops to insure efficient and safe circulation within the lot.

Walls and Fences

- Please construct a fence (maximum height of 6'), wall or landscaping to shield all garbage receptacles from view from the R-O-W.
- Please be sure the finished side of all fences or walls shall face outward to the abutting property or R-O-W.
- ****Note**:** Fences shall be constructed of opaque fencing such as vinyl, aluminum, wood, or concrete.

Garbage Containers

- Please construct concrete pads for all the trash/recycling receptacles of each unit.
- All receptacles shall be placed over concrete pads in the side or back yard in landscaped, fenced or walled-in areas so that receptacles are not visible from any street.