



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

June 16, 2026

5:30 PM

Please join the meeting via Zoom

<https://us06web.zoom.us/j/81442064318>

Please join the meeting via telephone:

1 305 224 1968 or 1 312 626 6799

Meeting ID: 814 4206 4318

1. CALL TO ORDER

2. ROLL CALL

3. MINUTES FROM PREVIOUS MEETING

A. APRIL 21, 2026 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 May 2026.

6. FINANCE DIRECTOR REPORT

A. CRA RESOLUTION 2026-005 APPROVING THE CRA FINANCIAL ACTIVITY REPORT FOR MAY 2026

This is a resolution approving financial operations and results of the CRA as of May 31, 2026.

7. CHAIRMAN REPORT

8. COMMITTEE REPORTS : STANDING

9. COMMITTEE REPORTS : AD HOC

10. LEGAL REPORT

11. OLD BUSINESS

A. DISCUSSION REGARDING THE COMPREHENSIVE GATEWAY & WAYFINDING SIGNAGE PROJECT (FOURTH UPDATE)

This is a discussion regarding the Comprehensive Gateway & Wayfinding Signage Project. The representative from Saltz Michelson Architects Inc. will provide an update regarding the concepts

12. NEW BUSINESS

- A.** CRA RESOLUTION 2026-006 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND FORTUNE FIRST 51 LLC FOR AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND, SIX HUNDRED AND EIGHT DOLLARS (\$13,608.00) RELATED TO THE PROPERTY LOCATED AT 3908 NW 30 TERRACE, LAUDERDALE LAKES, FL 33309

This is a resolution approving the execution of an agreement with Fortune First 51 LLC to provide Residential Preservation and Enhancement Program funds upon completion of the Residential Preservation and Enhancement Program Project located at 3908 NW 30 Terrace, Lauderdale Lakes, FL 33309.

- B.** CRA RESOLUTION 2026-007 AUTHORIZING THE TERMINATION OF A CONTRACT WITH AE ENGINEERING, LLC TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE CONSTRUCTION OF A BUFFER WALL TO BE LOCATED ON THE EAST SIDE OF NW 31ST AVENUE BETWEEN NW 39TH STREET AND NW 43RD STREET

This is a resolution authorizing the termination of a contract with AE Engineering LLC.

13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS

14. ADJOURNMENT

Chairperson Easton Harrison - Vice Chair Sharon Thomas

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

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
APRIL 21, 2026 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 6/16/2026

ATTACHMENTS:

Description	Type
☐ April 21, 2026 CRA Meeting Minutes	Minutes



City of Lauderdale Lakes
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(954) 535-2705 - Fax (954) 535-0573

COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
City Commission Chambers
April 21, 2026
5:30 PM

1. CALL TO ORDER

Chairperson Harrison called the April 21, 2026 Community Redevelopment Agency meeting to order at 5:30 p.m.

2. ROLL CALL

PRESENT:

Chairperson Easton Harrison
Vice Chair Sharon Thomas
Commissioner Tycie Causwell
Commissioner Veronica Edwards Phillips

ABSENT:

Commissioner Karlene Maxwell-Williams

ALSO PRESENT:

CRA Administrator Venice Howard
CRA Secretary Pav Benasrie-Watson
CRA Executive Celeste Dunmore
CRA Attorney Michael Haygood
City Staff

3. MINUTES FROM PREVIOUS MEETING

A. FEBRUARY 17, 2026 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

Vice Chair Thomas made a motion to approve the February 17, 2026 CRA meeting minutes as corrected.

FOR: Chairperson Harrison, Vice Chair Thomas, Commissioner Edwards Phillips, Commissioner Causwell

Motion passes: 4-0

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 2026.

Ms. Celeste Dunmore, CRA Executive Director, presented the monthly report.

Commercial Facade Improvement Program

Ms. Dunmore stated that the New Life Childcare and Educational Center, located at 4440 West Oakland Park Boulevard, was nearing completion. The project included:

- Exterior painting
- New windows and doors
- Lighting fixtures
- Landscaping improvements
- Parking lot improvements
- New signage
- Roof improvements

Ms. Dunmore stated that the CRA's total investment in the Commercial Facade Improvement Program now totals \$3.4 million.

Residential Preservation and Enhancement Program

Ms. Dunmore stated that staff had identified eligible properties and would begin outreach to property owners. One application had been received and would likely be presented at the next meeting.

The CRA has invested \$418,844 in this program to date.

Community Policing Initiative

Ms. Dunmore stated that the Community Policing Initiative had reached its one-year milestone.

Children's Garden Site Extension Request

Ms. Dunmore stated that the contractor using the Children's Garden site for staging requested a two-month extension through August 2026.

CRA Attorney Haygood stated that Board approval was required.

Commissioner Causwell asked whether the project was related to drainage improvements.

Ms. Dunmore stated that the City drainage project was underway and that the contractor would restore and resod the site upon completion.

Vice Chair Thomas made a motion to approve the extension of the contractor's use of the Children's Garden site through August 2026.

FOR: Chairperson Harrison, Vice Chair Thomas, Commissioner Causwell, Commissioner Edwards Phillips

Motion passes 4-0

Capital Projects Update:

Ms. Dunmore provided updates on:

- Comprehensive Gateway and Wayfinding Signage Project
- Northwest 31st Avenue Buffer Wall Project
- Northwest 30th Terrace Roadway Improvement Project
- Westgate South Streetscape Project
- Vincent Torres Memorial Park Project

Vice Chair Thomas asked how many property owners had responded regarding the buffer wall.

Ms. Dunmore stated that 20 of 27 property owners had expressed no opposition.

Commissioner Edwards Phillips inquired as to how were property owners being located if their information was outdated.

Ms. Dunmore stated that staff was using Broward County Property Appraiser records and online searches.

Business Investment Package Presentation

Ms. Vielka Buchanan, Economic Development Manager, presented the draft Business Investment Package.

Package Components

- Executive Summary
- Economic Profile
- Top Industries and Employers
- Strategic Vision and Priorities
- Infrastructure and Capital Improvements
- Investment Opportunities
- Incentives and Financial Forecast

Key Highlights

Ms. Buchanan stated that:

- Over \$545,000 has been invested in business grants over the last five years
- The City is proposing two Opportunity Zones
- Lauderdale Lakes contains two Foreign Trade Zone locations
- Property values are projected to increase over the next five years

6. FINANCE DIRECTOR REPORT

A. CRA RESOLUTION 2026-004 APPROVING THE CRA FINANCIAL ACTIVITY REPORT FOR MARCH 2026

This is a resolution approving financial operations and results of the CRA as of March 31, 2026.

CRA Attorney Haygood read the following CRA Resolution by title:

CRA RESOLUTION 2026-004

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGENCY') RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2026, PERIOD 6 (MARCH 2026) FINANCIAL ACTIVITY REPORTS, 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.

Commissioner Edwards Phillips made a motion to bring CRA Resolution 2026-004 to the floor for discussion.

Assistant Finance Director, Ms. Cheryl Kuszpa, presented the financial report.

Financial Highlights

- Interest earned through March 2026: \$174,854
- BSO Police complement expenditures: \$374,420
- Residential Enhancement Program expenditures: \$187,148

Ms. Kuszpa stated that the CRA remained in a positive financial position.

Commissioner Causwell made a motion to bring CRA Resolution 2026-004 for approval.

FOR: Vice Chair Thomas, Commissioner Causwell, Commissioner Edwards Phillips, Chairperson Harrison

Motion passes: 4-0

B. DISCUSSION REGARDING THE CRA COST ALLOCATION

This is a discussion regarding recovering the cost of providing administrative support to the CRA by the City of Lauderdale Lakes.

Ms. Kuszpa presented the cost allocation analysis for City departments providing support to the CRA.

She stated that:

- Department directors estimated time devoted to CRA activities
- The average allocation was 16%
- Estimated annual administrative support cost totaled \$575,315

Commissioner Causwell stated that the CRA should reimburse the city based on the full 16% cost.

Commissioner Edwards Phillips and Vice Chair Thomas agreed.

The Board reached consensus to use the 16% cost allocation.

7. CHAIRMAN REPORT

8. COMMITTEE REPORTS : STANDING

9. COMMITTEE REPORTS : AD HOC

10. LEGAL REPORT

11. OLD BUSINESS

A. DISCUSSION REGARDING THE COMPREHENSIVE GATEWAY & WAYFINDING SIGNAGE PROJECT (THIRD UPDATE)

This is a discussion regarding the Comprehensive Gateway & Wayfinding Signage Project. The representative from Saltz Michelson Architects Inc. will provide an update regarding the concepts.

Ms. Lindsay Etan of Saltz Michelson Architects presented three design concepts.

Vice Chair Thomas stated that she preferred Option Two, which reflected the City's diversity and vibrancy, but suggested that the neighborhood wall sign be toned down.

Chairperson Harrison agreed that the wall sign needed additional refinement.

Commissioner Edwards Phillips suggested removing the inner columns and creating a more subtle design.

Commissioner Causwell stated that she liked the vibrant colors and favored Option Two.

The Board reached consensus to proceed with Option Two, with revised alternatives for the neighborhood wall sign.

12. NEW BUSINESS

A. REPORT FROM THE BROWARD SHERIFF'S OFFICE LAUDERDALE LAKES CRA COMMUNITY POLICING UNIT (CPU)

This is an annual report highlighting the Lauderdale Lakes CRA Community Policing Unit (CPU).

Broward Sheriff's Office (BSO) Captain Warnell Phillips introduced Sergeant Samuels and members of the Community Policing Unit.

Sergeant Samuels reported that during the unit's first year they completed:

- 313 reports
- 119 arrests
- 189 field contacts
- 74 trespass warnings
- 73 traffic crash investigations
- 93 citations and warnings

Sergeant Samuels also stated that all members completed Crime Prevention Through Environmental Design (CPTED) training.

Significant Cases Highlighted

1. Domestic violence case resulting in the arrest of a suspect.
2. Extortion and blackmail investigation protecting a local business owner from financial loss.

Commissioner Edwards Phillips thanked BSO and noted the positive feedback from business owners.

Commissioner Causwell congratulated the CRA and BSO on the success of the program.

Vice Chair Thomas thanked the deputies for their visible presence.

Chairperson Harrison stated that the unit had significantly improved safety and business confidence.

Walmart Lighting Concern

Commissioner Causwell expressed concern regarding poor lighting at Walmart.

Ms. Dunmore stated that staff would contact Walmart representatives.

Commissioner Edwards Phillips asked about the construction underway.

Ms. Dunmore stated that Walmart was undergoing major renovations, including improved lighting, updated displays, and expanded fresh produce offerings.

13. ITEMS FOR FUTURE DISCUSSION/ANNOUNCEMENTS

14. ADJOURNMENT

Being that there was no other business to come before the CRA Board, the meeting adjourned at 6:46 p.m.

Easton Harrison, Chairperson

ATTEST:

Pav 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 May 2026.

Staff Recommendation

Background:

(see the Monthly Executive Director Report)

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 6/16/2026

ATTACHMENTS:

Description	Type
☐ CRA Executive Director Report - Month of May 2026 1 of 2	Backup Material
☐ CRA Executive Director Report - Month of May 2026 2 of 2	Backup Material



COMMUNITY REDEVELOPMENT AGENCY EXECUTIVE DIRECTOR REPORT

THIS REPORT CAPTURES THE COMMUNITY REDEVELOPMENT AGENCY'S PROJECTS AND ACTIVITIES UNDERTAKEN DURING THE MONTH OF MAY 2026.

#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 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 Commercial Facade Improvement Program Design was modified to include funding for architectural services. Communication was sent out to inform property owners. Additional applications were received and approved for M-Lasik, LLC and Current Capital (d/b/a Lakes Shoppes, LLC and Lakes Center, LLC). The projects for properties owned by Lakes Shoppes, LLC, M-Lasik, LLC and Lakes Center, LLC are complete.

A funding request from New Life Childcare and Educational Center was recently approved by the CRA Board. Plans were submitted for review. Additional changes were necessary to proceed with the project. The project has commenced. The New Life Childcare and Educational Center commercial property improvement project is nearing completion.

Update:

- **Meetings will continue to be held with property owners that are interested in the programs.**

Town Center Master Plan Development

Background: The Town Center is poised to create a vibrant district, transforming the intersection of State Road 7 and Oakland Park Boulevard into a bustling hub. The objective of activating the Town Center is to create a beautiful and memorable space that encourages community engagement and economic growth.

- The Commercial Facade Improvement Program and Development Assistance Program was presented to developers, property owners and related corporate representatives. Staff continues to identify and promote funding opportunities to achieve the CRA's redevelopment goals. Retail Strategies LLC representatives, hired by the City of Lauderdale Lakes created a marketing plan used for business recruitment efforts in collaboration with property owners. With the modification of the Redevelopment Plan, discussions with property owners in priority areas have taken place to establish strategies for redevelopment. Staff has also reviewed real estate opportunities. Inquiries about CRA programs have increased. Staff is providing general information for consideration.

Update:

- **Discussions will continue with property owners regarding the Town Center as presented in the Redevelopment Plan.**

Community Policing Initiative

- **Background:** In alignment with the CRA Redevelopment Plan, there is support for developing innovative community policing strategies to enhance traditional methods that proactively tackle public safety concerns. 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 (CPU). The CPU is fully operational. In a short period of time, positive results were achieved through enhanced engagement with the business community. Representatives from the CRA, Development Services and BSO met to identify community policing initiatives. The Community Policing Unit and Code Compliance Division have already identified solutions to two prevalent issues. Promotional videos were completed to highlight the impact of community policing on the business community. The CPU will be conducting CPTED safety assessments.

Update:

- **The CPU are performing CPTED safety assessments with business owners.**

#2 CONNECTIVITY AND MICRO-MOBILITY

Background: The 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, enhancing urban streets, advancing traffic management technology, increasing transit options, improving digital infrastructure and enhancing incentives for micro mobility options. Staff attended a transit meeting with county representatives. Staff had preliminary discussions regarding the Bus County Transit Premium Mobility Program. CRA Staff attended meetings regarding pedestrian and vehicular mobility in the CRA area.

Update:

- **Broward TransitFORWARD 2040 will be scheduled at a Commission Meeting. To date, community needs will focus on frequency, reliability, commute times, route options, connectivity, accessibility, bus stop amenities and safety.**

#3 HOUSING

Northwest 31 Avenue (including adjacent roads)

Background: The NW 31 Avenue Corridor has been the focus of community planning initiatives. 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 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 Residential Preservation and Enhancement Program (RPEP) Design was presented on October 2019. The NW 31 Avenue Overlay District was approved on October 2020. The RPEP Design was approved in January 2021. The contractual documents were approved in February 2021 and subsequently amended. The program was launched in March 2021. The CRA Board approved nine properties. A Notice to Proceed was issued for 7 out of 9 properties because two recipients didn't want to adhere to the regulations. One of the recipients completed the improvements and did not seek reimbursement. There were delays due to unexpected circumstances (*i.e. material shortages*). The files are closed. The program was changed to accept applications throughout the year. Six Drax Investments applications were approved and closed. The Board approved program area expansion to 43 Terrace. Two applications were approved and closed for Marquis Johnson and Paul and Cheryl Tucker Young. The color scheme from the Architectural Design Standards Manual was approved for this program.

Update:

- **A new program application will be presented to the CRA Board.**

ECONOMIC DEVELOPMENT

- **Background:** The Business First! Initiative is designed to provide resources, training and networking opportunities at the Educational and Cultural Center (ECC) and other locations. Furthermore, the Lauderdale Lakes ECC Business Resource Center is the entrepreneurial hub to provide services and host activities. Several workshops were held throughout the year including virtual sessions facilitated by SCORE. A Financial Literacy/Business Resource Fair and Reverse Trade Show was successfully implemented. Staff proposed additional programs, workshops, training and forums for Fiscal Year 2026. The Economic Development Manager will continue to announce business sessions as they are scheduled.

Update:

- **The Economic Development Manager presented the draft investment package at the meeting.**

Business and Other CRA Related Activities (partial)

- 5/01/26-5/31/2026
 - Spoke with corporate representative regarding the CRA programs
 - Organized a CRA session with new staff
 - Met with staff to discuss FY2026 and Proposed FY2027 Expenses
 - Met to review capital projects with staff
 - Focused on Town Center strategies with staff

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

ADOPTED RESOLUTIONS / CONSENSUS ITEMS:

CRA RESOLUTION 2026-004 APPROVING THE CRA FINANCIAL ACTIVITY REPORT FOR MARCH 2026

EXECUTIVE DIRECTOR REPORT (Use Agreement with ATC Engineering)

- Motion carried to allow a two-month extension to use the Children's Garden as a construction staging area. (August 31 with site restoration)

DISCUSSION REGARDING THE COMPREHENSIVE GATEWAY & WAYFINDING SIGNAGE PROJECT

- Consensus provided from the CRA Board to select Signage Design Option 2 and change the color scheme for the Oriole Estates wall

CRA EXECUTIVE DIRECTOR MONTHLY REPORT – (Project Update – As of June 1, 2026)

Item #	Technical Advisor	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 +29,966.10 (Rev. \$515,349.79)	COMPLETE 3D Model December 2020 Construction <u>Completion</u> August 2024 Completion 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 for the parking space was issued and closed. A soft park opening was held in April and May subsequently. After receiving the required documents, the retained project amount was released. This project is closed.

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 a mural at the Trailhead Park with the community. The CRA Board approved the concept and the artist worked with the contractor. The CRA Board approved an extended design 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 and NTP were issued. The lighting conduits, median improvements and wall were completed. The wall cap and street light poles were installed. A photo op was held in February 2025. This project is in the close out phase. The contractor is providing information to close out a Broward County permit. The retained amount will be issued once all project related requirements are satisfied.
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)	EST. COMPLETION 2027	The redevelopment plan was adopted incorporating the NW 31 Avenue Buffer Wall Project. The proposed documents pertaining to easements were submitted to the City/CRA attorney. Communication was sent to impacted property owners. This project will be managed by the Senior Project Manager. In the interim, staff will manage this project. A Task Order will have to be presented for review and consideration.

5	Ronald Desbrunes (PW)	Comprehensive Wayfinding and Gateway Signage	Install various wayfinding and gateway signage within the CRA District	Planning	(TBD)	<u>EST. COMPLETION (1st phase)</u> 2027	<u>Saltz Michelson Architects Inc</u> The redevelopment plan modification includes the Comprehensive Wayfinding and Gateway Signage Project. Potential locations for signage were identified. The CRA Board requested to revisit the sign design. Staff received a Task Order associated with providing conceptual drawings and design for review. The selected consultant attended the CRA Meeting to begin preliminary discussions and conduct a tour of designated sites. An internal meeting was held to further define the preferred design look for each sign/wall. A preliminary collage of signs was presented to the CRA Board to identify key features for the conceptual drawings. There was consensus to move forward with Option 2. The consultant provided a revised graphic signs and wall for Option 2. The CRA Board requested a revised color scheme for the wall.
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	The redevelopment plan modification includes the NW 30 Terrace Roadway Improvement Project. This project will be managed by the Senior Project Manager.
7	Ronald Desbrunes (PW)	Westgate South Streetscape	Entails crosswalks, swale improvements, street lighting, enhanced landscape and modified monument sign	Planning	(TBD)	<u>EST. COMPLETION</u> 2027	The redevelopment plan modification includes the Westgate South Streetscape Project. This project will be managed by the Senior Project Manager.
8	Ronald Desbrunes (PW)	Vincent Torres Memorial Park Improvement	Complete major park renovations to expand recreational opportunities	Planning	(TBD)	<u>EST. COMPLETION</u> 2028	Approval was granted to adopt the redevelopment plan modification which included comprehensive Vincent Torres Memorial Park Improvements. This project is in the planning phase with Parks and Human Services. This project will be managed by the Senior Project Manager. Discussions were held with staff. Funds totaling \$10 million will be allocated if approved.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

CRA RESOLUTION 2026-005 APPROVING THE CRA FINANCIAL ACTIVITY REPORT FOR MAY 2026
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Summary

This is a resolution approving financial operations and results of the CRA as of May 31, 2026.

Staff Recommendation

Background:

A monthly financial report on transactions of the CRA is presented to the CRA Board at its regular meetings.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Cheryl Kuszpa, Finance

Meeting Date: 6/16/2026

ATTACHMENTS:

Description	Type
☐ CRA Resolution 2026-005 Authorizing Adopting Monthly Financial Report Period 8	Resolution
☐ Exhibit A - May 2026 Financials	Exhibit
☐ Exhibit A - Narrative May 2026	Exhibit

CRA RESOLUTION 2026-005

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2026, PERIOD 8 (MAY 2026) FINANCIAL ACTIVITY REPORTS, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES, A COPY IS ATTACHED HERETO AS EXHIBIT A, WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

Section 2. RATIFICATION: The Commissioners of the Agency hereby ratify the City Manager's filing of the Agency Fiscal Year 2026, Periods 8 (MAY 2026) Financial Activity Reports, as prepared by the Department of Financial Services.

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

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING HELD JUNE 16, 2026.

EASTON HARRISON, CHAIRPERSON

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, SECRETARY

VOTE:

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

CITY OF LAUDERDALE LAKES

FY 2026 Financial Report as of 5/31/26

(66.7% of year elapsed)

Unadjusted and Unaudited

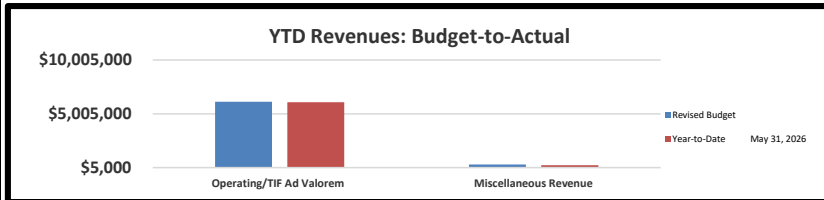
Community Redevelopment Agency (CRA)

109 CRA Trust Fund Revenues	Original Budget	Revised Budget	Year-to-Date 31, 2026	May	% Credited
Operating/TIF Ad Valorem	\$6,130,179	\$6,130,179	\$6,088,483		99.3%
Miscellaneous Revenue	\$300,000	\$300,000	\$233,120		77.7%
Total	\$6,430,179	\$6,430,179	\$6,321,603		98.3%

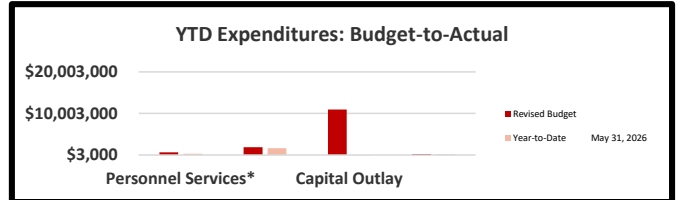
109 CRA Trust Fund Expenses	Original Budget	Revised Budget	Year-to-Date 31, 2026	May	% Spent
Personnel Services*	\$648,679	\$648,679	281,633.00		43.4%
Operating	\$1,887,000	\$1,893,000	1,619,821.00		85.6%
Capital Outlay	\$10,944,500	\$10,944,500	\$0		0.0%
Non-Operating	\$250,000	\$250,000	\$187,148		74.9%
Total	\$13,730,179	\$13,736,179	\$2,088,602		15.2%

*Includes cell & auto allowances

109 CRA Trust Fund Other Financing Sources/Uses	Original Budget	Budget	Year-to-Date 31, 2026	May	% Spent
Reappropriated Trust Fund Balance	15,000,000	\$15,000,000		\$0	0.0%
Operating - Fund Balance (USE)	7,700,000	\$7,694,000		\$6,000	0.1%
Total Revenue Budget	\$21,430,179	\$21,430,179			
Total Expense Budget	\$21,430,179	\$21,430,179			



•The TIF Ad valorem revenue projected from the City (\$3.281mill.), Broward County (\$2.162mill.), Children's Svcs Council (\$172K), and N. Broward Hosp District (\$473K).



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

*Operating (Fund Balance) represents the remaining funds in 'Redevelopment incentives', which is used to fund the various CRA Initiatives.

Cash Management

\$29,336,372 Accounts - Bank of America

*Data as of 6/9/26

Sharon Haynes

6/9/26

Director, Financial Services, CPA, CPFO

Date

Mayor

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.



CRA Monthly Financial Summary

As of May 31, 2026

66.7% of year elapsed

Data as of: 6/9/26

Unadjusted/Unaudited

CRA Revenue:

- Tax revenues for the Lauderdale Lakes Community Redevelopment Authority (CRA) remained unchanged at \$6,088,483 as of May 31st 2026. All increment financing for the CRA have been received received from the City of Lauderdale Lakes, Broward County, North Broward Hospital District, and Children's Services Council.
- The CRA has earned interest income of \$29,622 for the month of May bringing interest revenue to \$233,120 as of May 31, 2026.

CRA Expenditures:

- All expenditure categories for the CRA are trending below budgeted amounts for the year-to-date period ending May 31, 2026. Below is a summary of the major expenditure categories.
- **Summary of Budget vs. Actual:**
 - **Personnel Expenditures** are less than the budget. Actuals are \$281,633 or 43. % of the budget through May 31, 2026, which is consistent with last year at this point in time. There are three (3) funded positions: Executive Director, Economic Development Manager, and Administrative Coordinator.
 - **Operating Expenditures** are for the period are at \$1,619,821 or 86% of budget, this is a little higher than the benchmark at this time of the year; however, the increase in expenditures reflects the administrative cost expense for the year to date for support services from the city. Operating expenditures include professional services for Trailhead Park, legal services, redevelopment modification plan expenditures, training & professional development of staff, utilities, office supplies, and bank charges.
 - The BSO Police complement Expenditure up to the end of May is \$ 499,227.
 - **Capital Expenditures** as of May 31, 2026, there have been no capital expenditures.
 - **Non-operating Expenditures;** This line item relates to the CRA Residential Preservation and Enhancement Program. Funds budgeted for fiscal 2026 are \$250,000. As of May 31, 2026, this program has expended \$187,148.

CRA Cash Management

- CRA's bank balance remains positive for a total of \$ 29,336,372 (Bank of America).

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

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
DISCUSSION REGARDING THE COMPREHENSIVE GATEWAY & WAYFINDING SIGNAGE PROJECT (FOURTH UPDATE)
Summary
This is a discussion regarding the Comprehensive Gateway & Wayfinding Signage Project. The representative from Saltz Michelson Architects Inc. will provide an update regarding the concepts
Staff Recommendation

Background:

At the direction of the CRA Board, staff obtained a Task Order for professional services to design various types of gateways and wayfinding signage that will be constructed throughout the CRA District. This project will serve to build upon the color scheme in the city's logo and create a signage system that directs people to places. This project will also reinforce the CRA's identity as a premier business, residential and recreational destination. Initially, there will be five locations identified to install the signs and neighborhood entryway wall.

In accordance with the Florida State Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), the City solicited qualified, experienced and licensed firms to provide a variety of services. An extensive vetting process was conducted through RFQ22-3110-07QA, CCNA Library of Professional Services (Architectural Services). Pursuant to Resolution 2023-058, a contract award to Saltz Michelson Architects, Inc was approved to provide as-needed architectural services.

The CRA Board approved a Task Order with Saltz Michelson Architects Inc. The Task Order includes a minimum of three conceptual graphic designs of multiple sign types, development of construction plans, assistance in the bidding process, assistance with agency coordination and construction phase services. The financial impact is up to \$120,000.

At the meeting held on December 16, 2025 and February 17, 2026, the representatives from Saltz Michelson Architects Inc. presented concepts and received feedback from the CRA Board. At the meeting held on April 21, 2026, there was consensus to choose Option 2 with changes to the Oriole Estates wall. The consultant will provide the revised concept for the wall.

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 6/16/2026

ATTACHMENTS:

Description	Type
❑ Backup - Comprehensive Gateway & Wayfinding Signage Project - PPT June 9 2026	Backup Material
❑ Oriole Estates Wall - Option 1	Backup Material
❑ Oriole Estates Wall - Option 2	Backup Material
❑ Oriole Estates Wall - Option 3	Backup Material



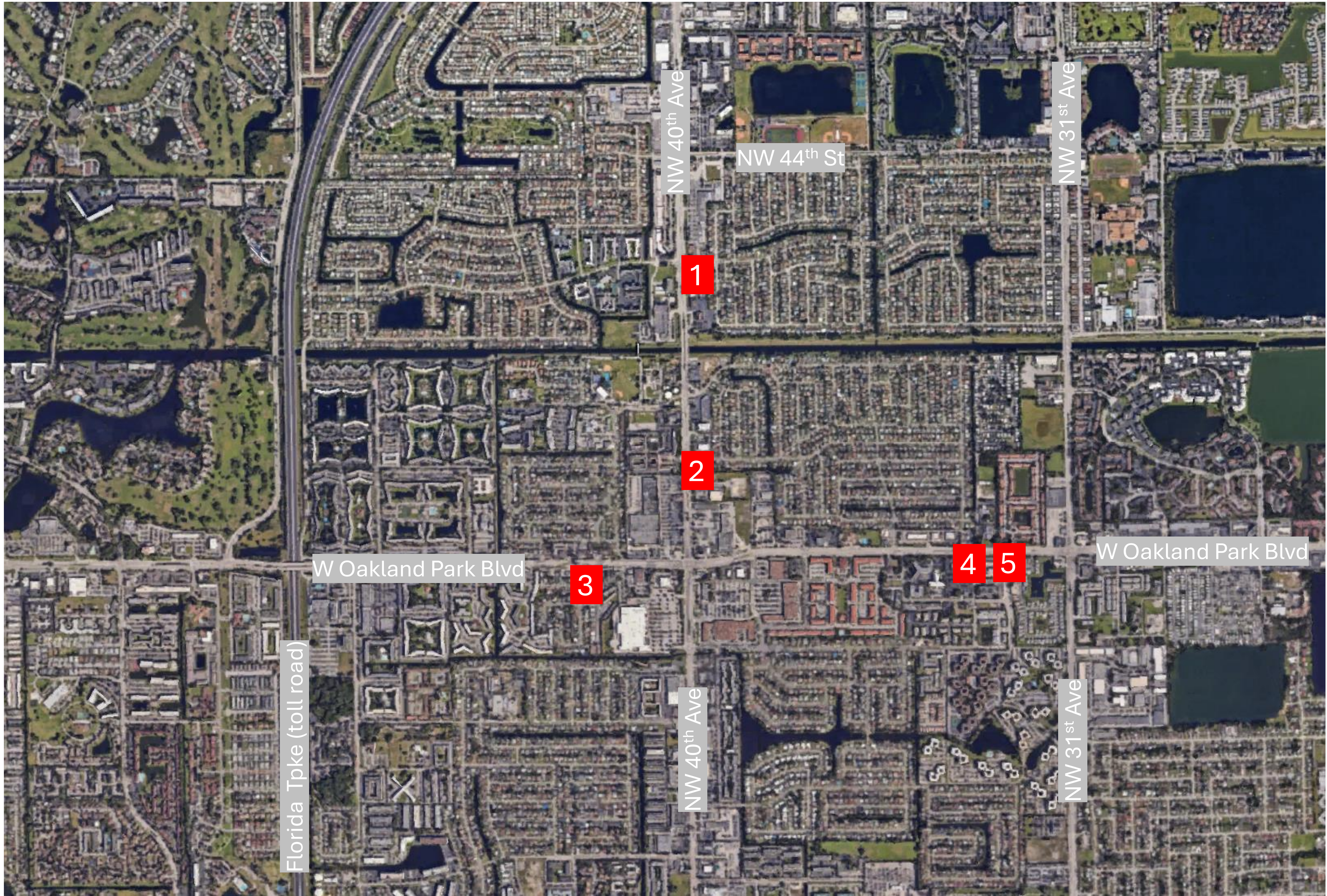
LAUDERDALE LAKES CRA

Comprehensive Gateway &
Wayfinding Signage

SCHEMATIC DESIGN PACKAGE

December 16th, 2025

Revised: Jun 9th, 2026



LEGEND

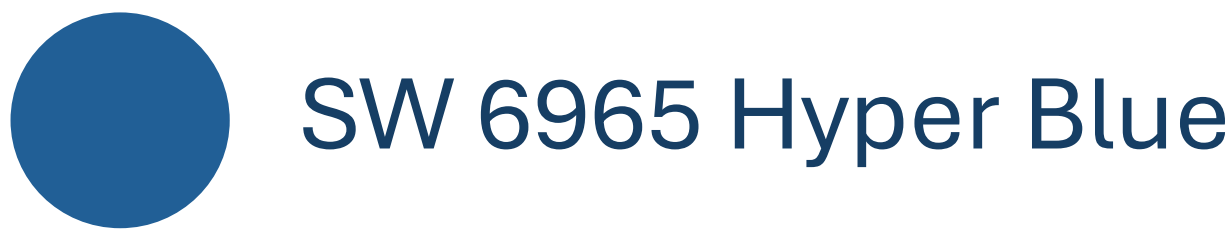
- 1 – Oriole Estates Entryway Wall
- 2 – Northgate
- 3 – Westgate South
- 4 – Eastgate
- 5 – Somerset
Cassia Commons
Cassia Estates

Gateway Monument Sign – Option 2

Architectural Stone



Selected Colors

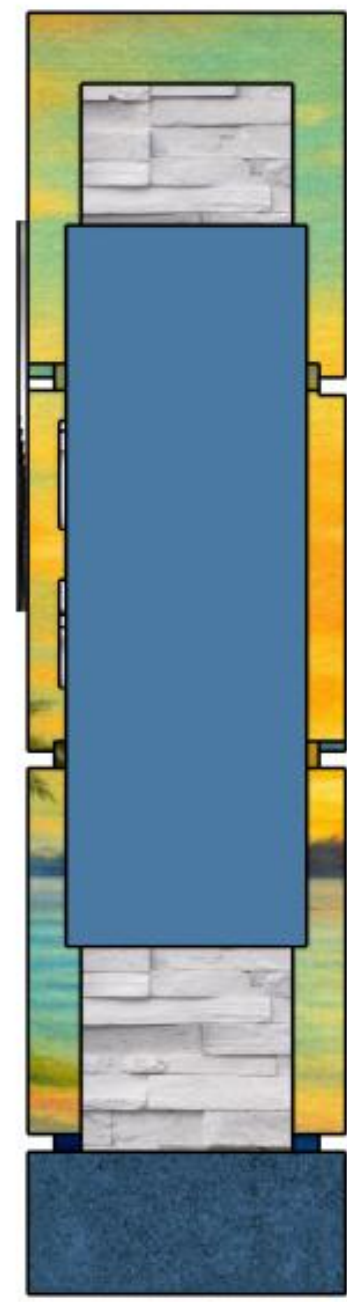


PERSPECTIVE VIEW



ELEVATIONS

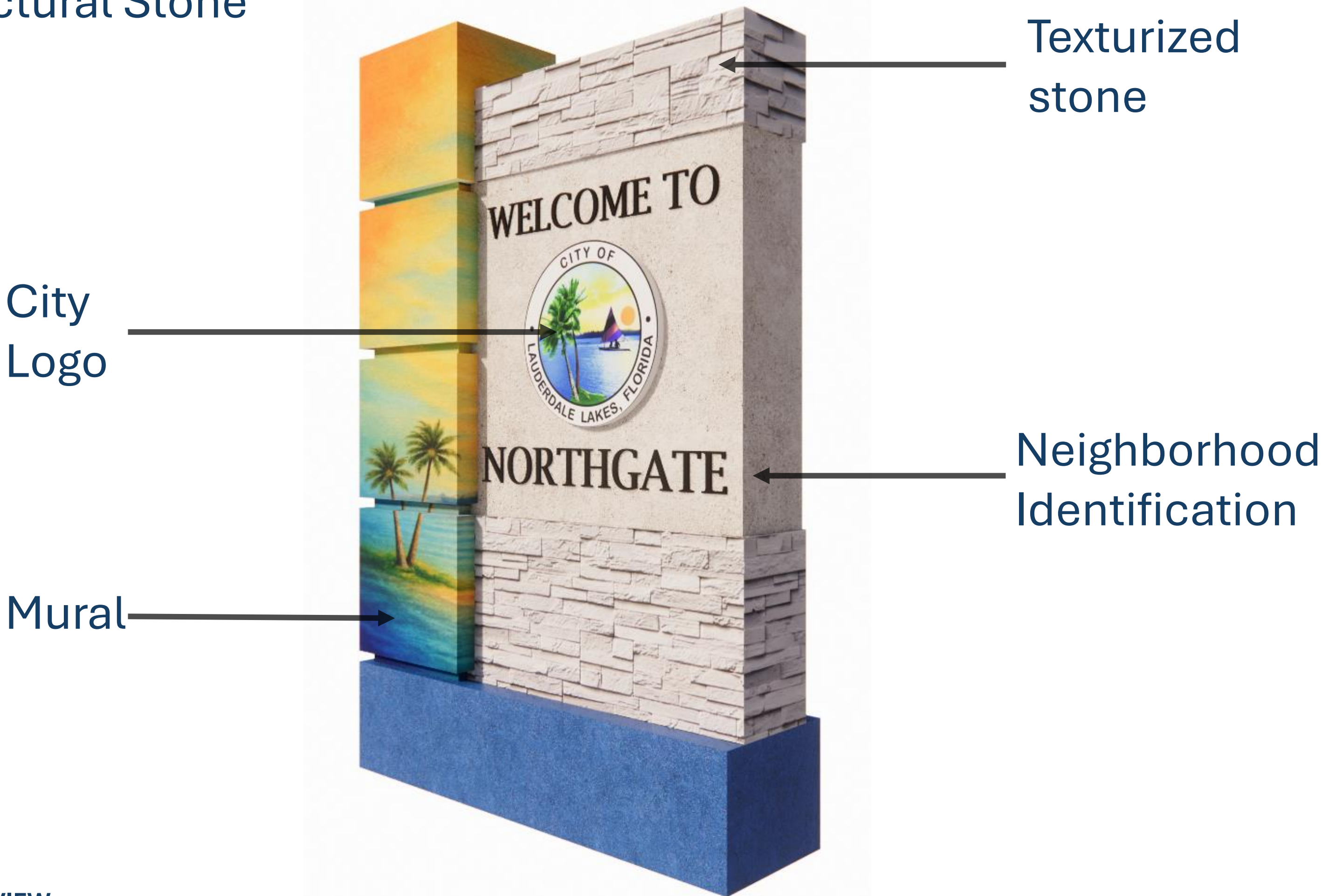
VIEW FROM ABOVE



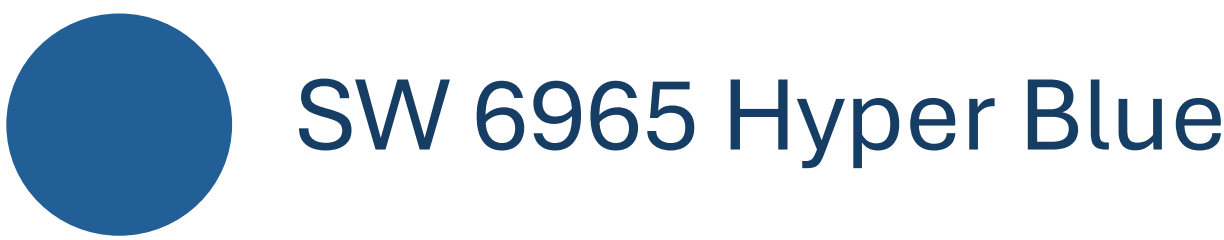
SIDE PROFILE

Destination Monument Sign – Option 2 - A

Architectural Stone



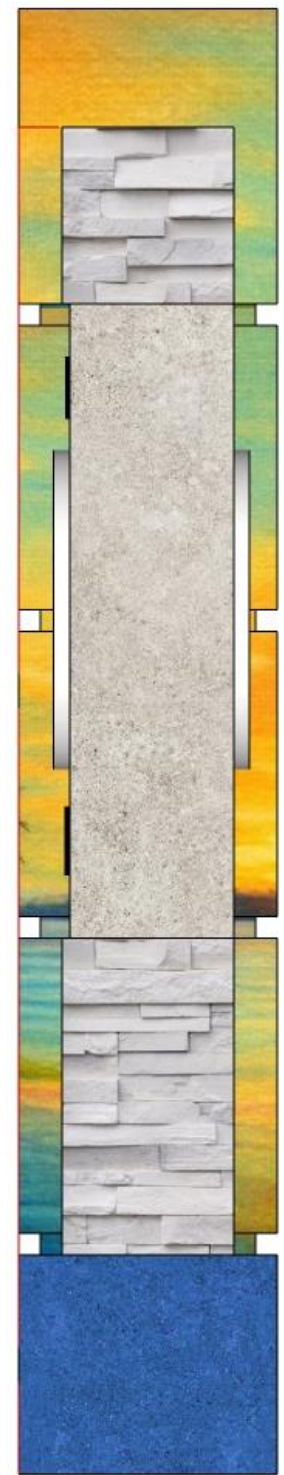
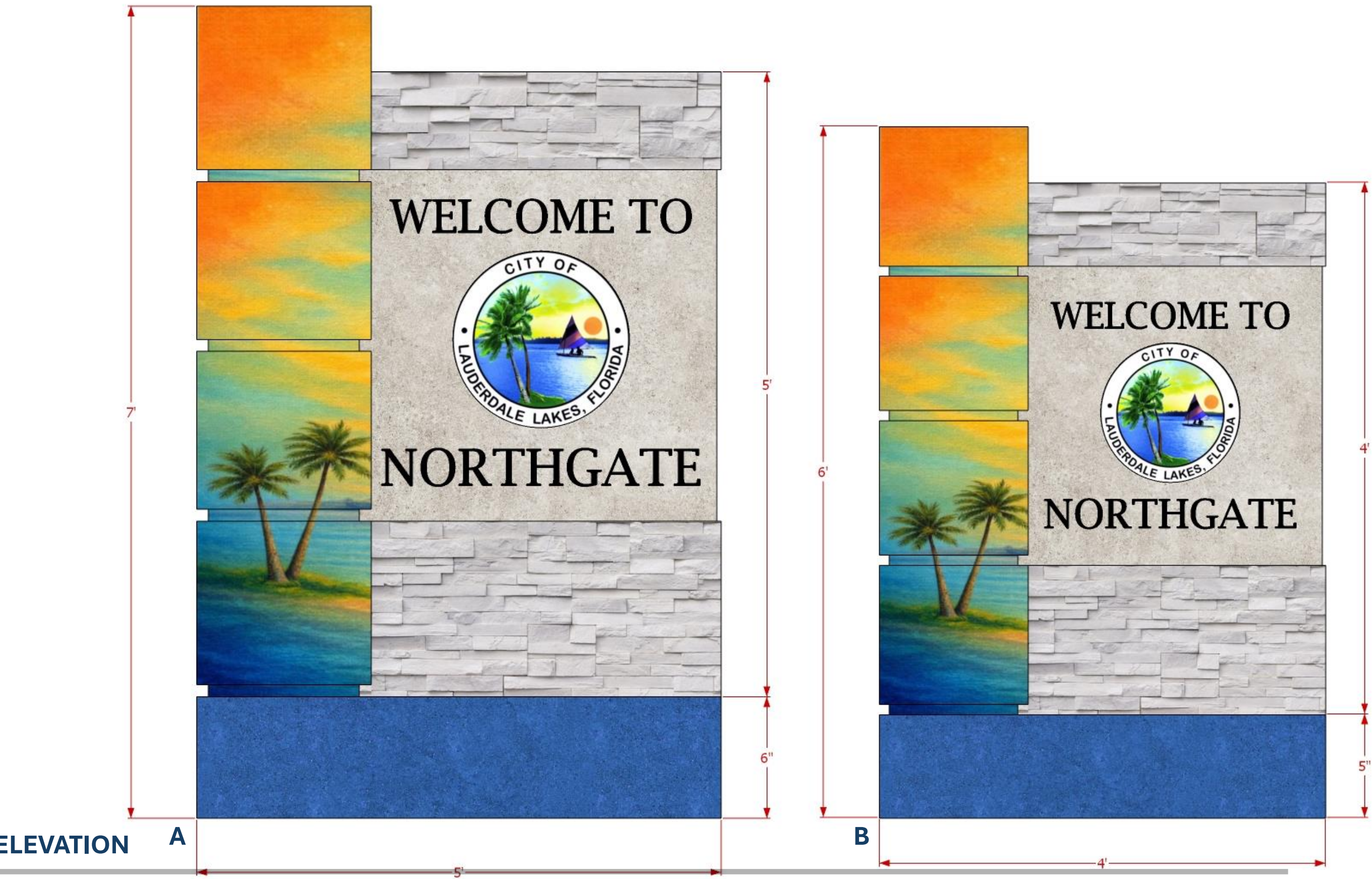
Selected Colors



PERSPECTIVE VIEW



VIEW FROM ABOVE



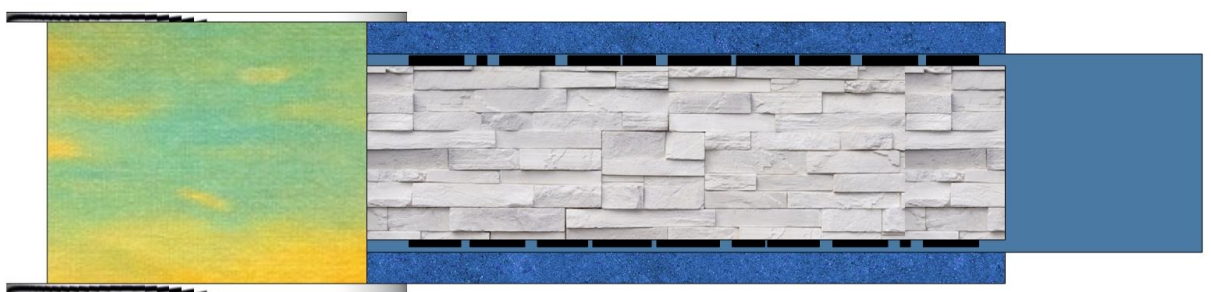
SIDE PROFILE

Destination Monument Sign Digital Board – Option 2

Architectural Stone

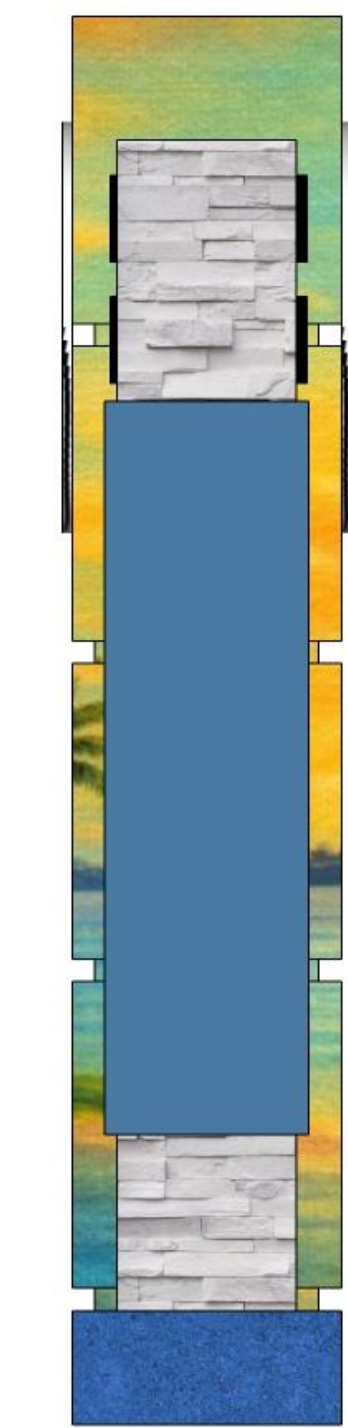
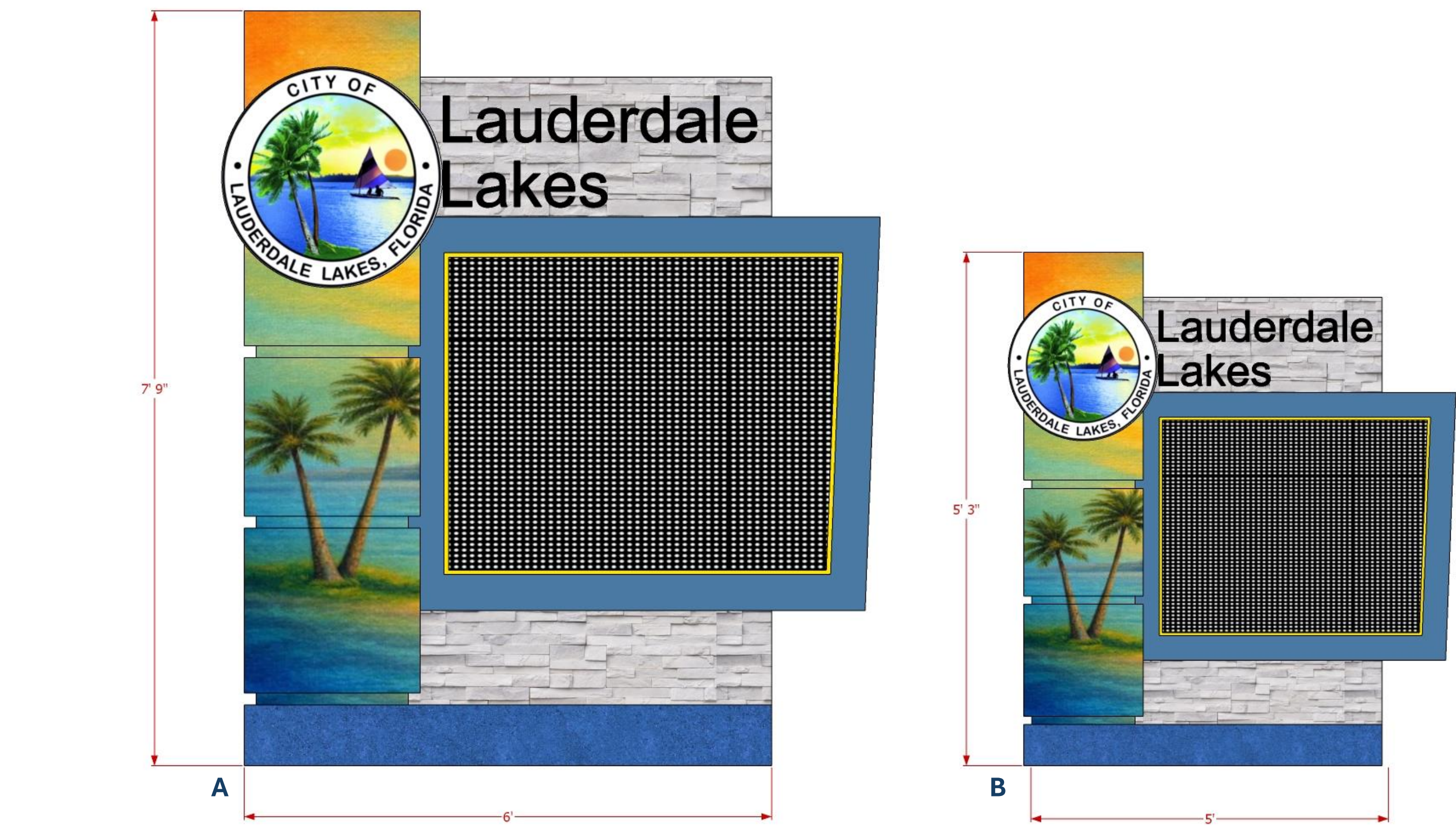


Selected Colors



PERSPECTIVE VIEW

VIEW FROM ABOVE



SIDE PROFILE

Destination Monument Sign Pole Mount – Option 2

City
Logo

City
Identification

Pole



PERSPECTIVE VIEW



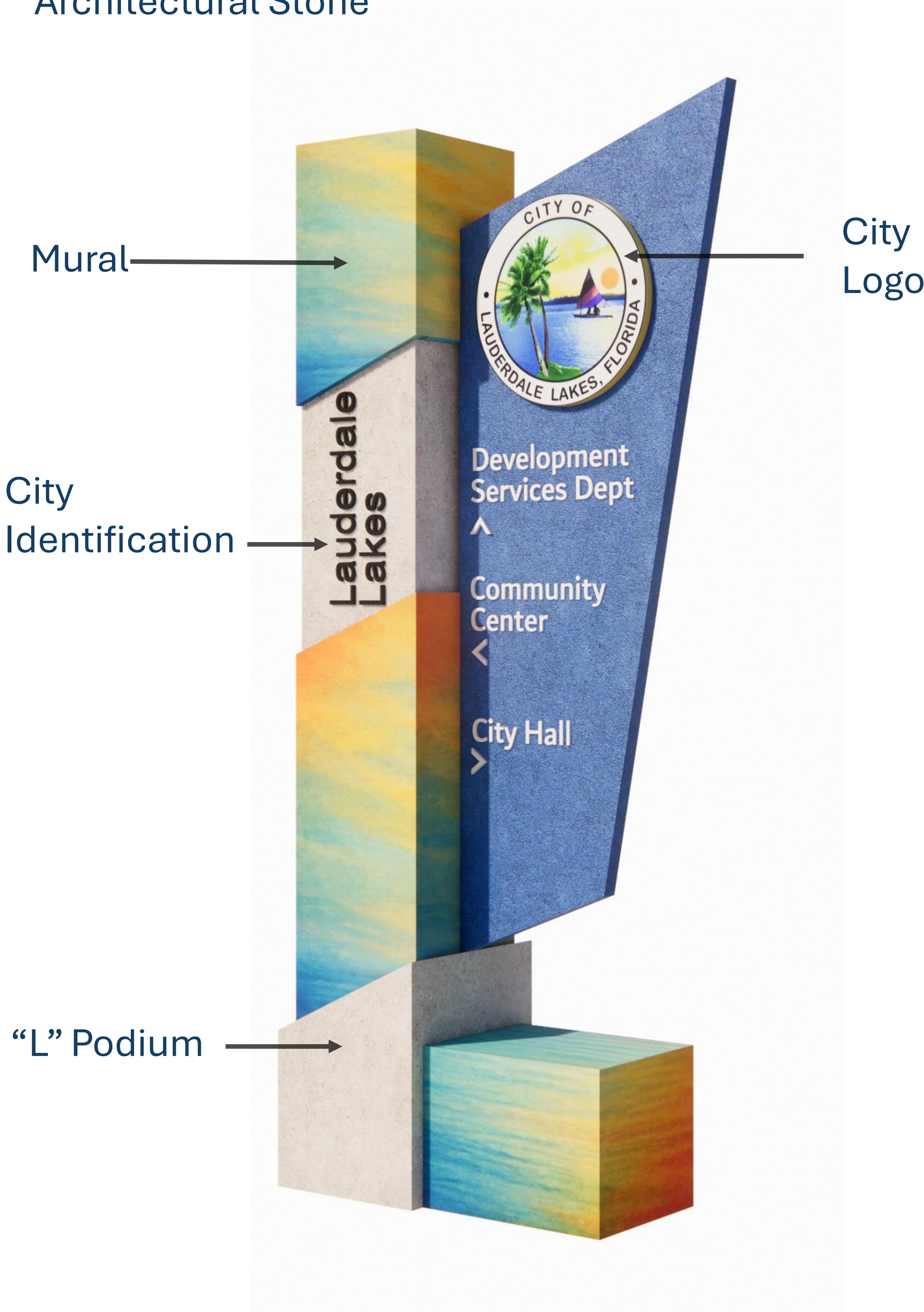
ELEVATION

Selected Colors

- SW 6803 Danube
- SW 6910 Daisy
- SW 6886 Invigorate

Vehicular Guide Sign – Option 2

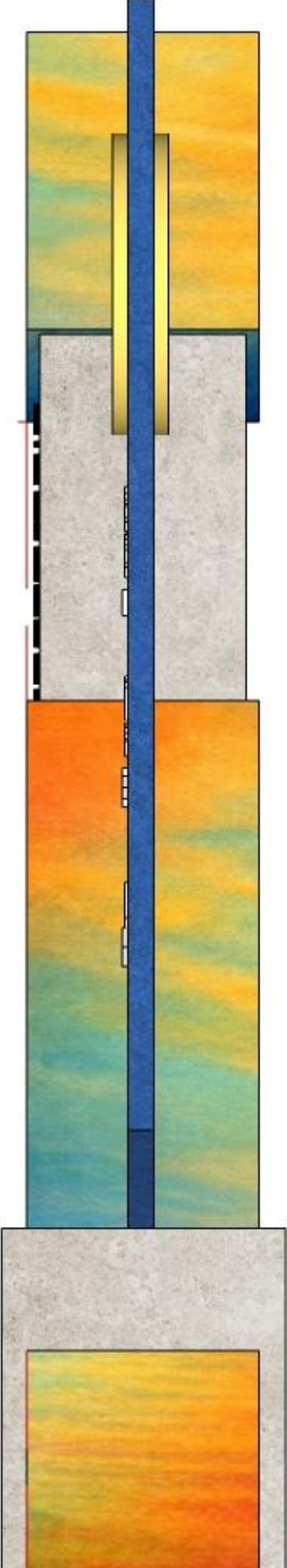
Architectural Stone



PERSPECTIVE VIEW



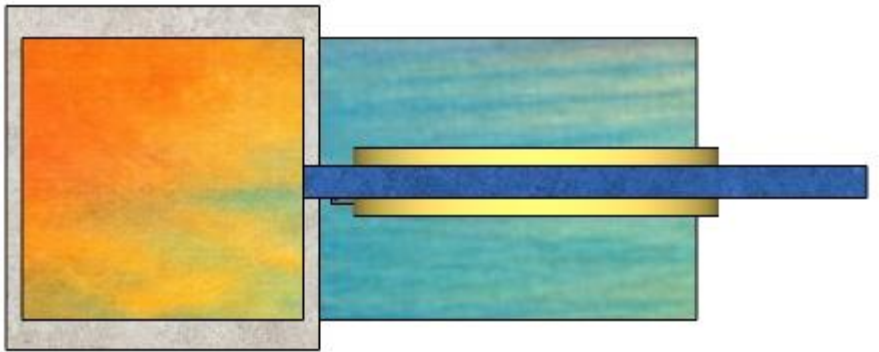
ELEVATION



SIDE PROFILE

Selected Colors

● SW 6965 Hyper Blue



VIEW FROM ABOVE

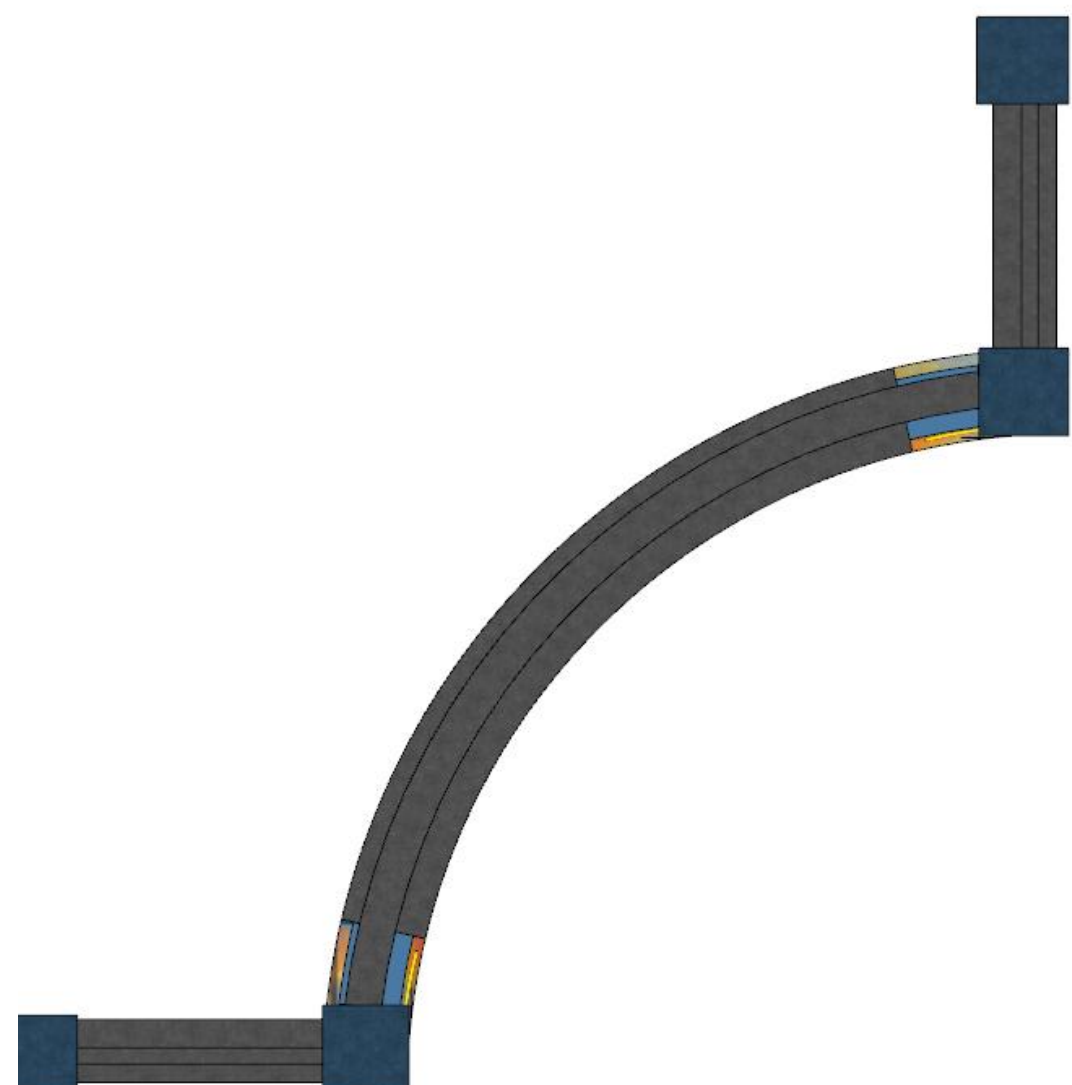
Main Neighborhood Entry Wall – Option 2



PERSPECTIVE VIEW



ELEVATION VIEW FROM STREET



VIEW FROM ABOVE

Selected Colors

● SW 6965 Hyper Blue

Option #2 Signs



NEIGHBORHOOD WALL SIGN



VEHICULAR GUIDE SIGN



DESTINATION MONUMENT SIGN



GATEWAY MONUMENT SIGN



DIGITAL BOARD SIGN



POLE MOUNT SIGN



GATEWAY MONUMENT – OPTION #1



GATEWAY MONUMENT – OPTION #2



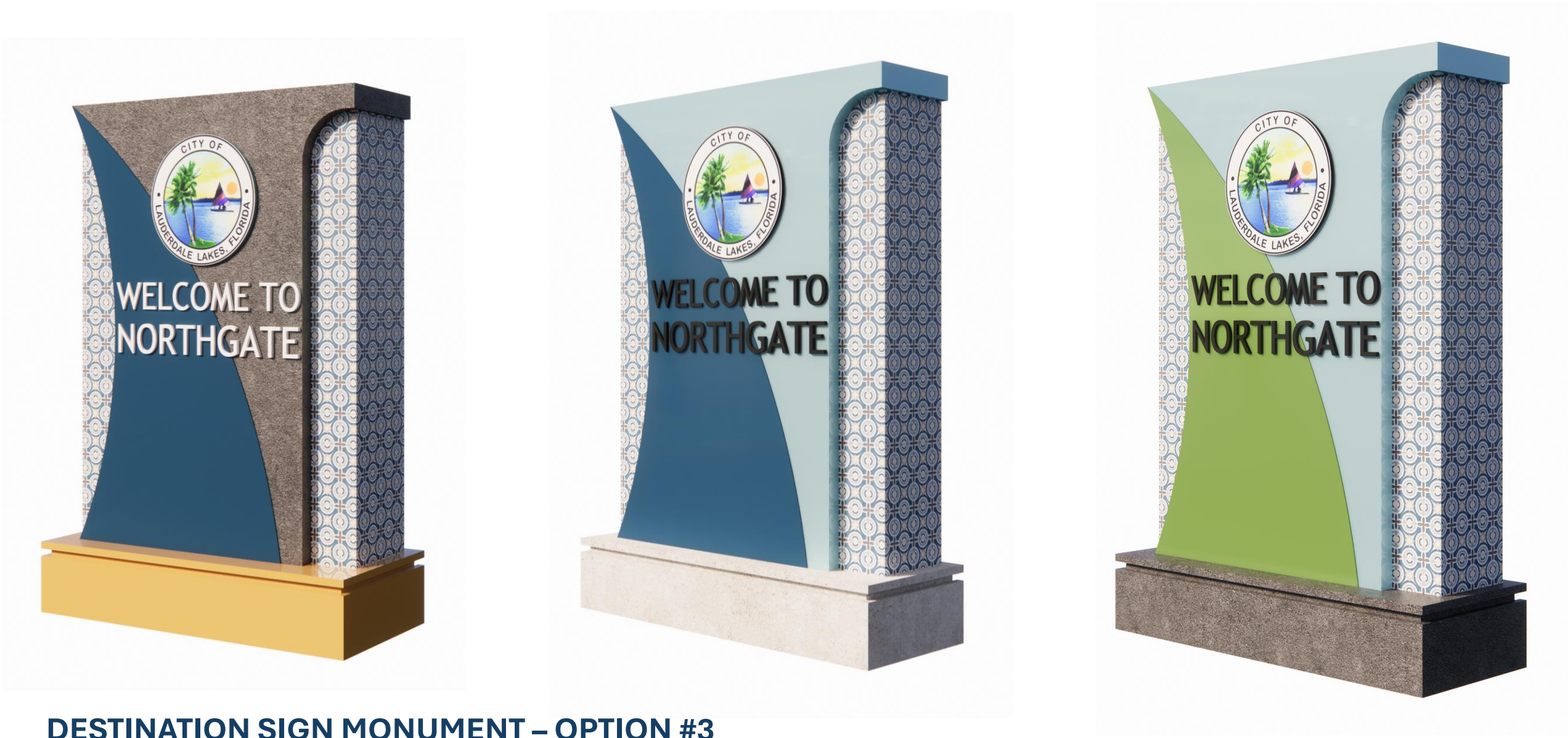
GATEWAY MONUMENT – OPTION #3



MAIN NEIGHBORHOOD ENTRY WALL – OPTION #2 ALTERNATIVE



DESTINATION SIGN MONUMENT – OPTION #1



DESTINATION SIGN MONUMENT – OPTION #3



DESTINATION SIGN MONUMENT – OPTION #2



Oriole Estates







CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

CRA RESOLUTION 2026-006 AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND FORTUNE FIRST 51 LLC FOR AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND, SIX HUNDRED AND EIGHT DOLLARS (\$13,608.00) RELATED TO THE PROPERTY LOCATED AT 3908 NW 30 TERRACE, LAUDERDALE LAKES, FL 33309

Summary

This is a resolution approving the execution of an agreement with Fortune First 51 LLC to provide Residential Preservation and Enhancement Program funds upon completion of the Residential Preservation and Enhancement Program Project located at 3908 NW 30 Terrace, Lauderdale Lakes, FL 33309.

Staff Recommendation

Background:

The adopted Fiscal Year 2026 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. The release of funds occur only after project completion, verification of all work funded, verification of all payments to service providers and verification that local building permits are closed-out.

Fortune First 51 LLC, applicant, proposes to make improvements at 3908 NW 30 Terrace, Lauderdale Lakes, Florida 33309 totaling \$17,010.00. Upon approval of RPEP requirements, the contributing funds from the Community Redevelopment Agency would not exceed \$13,608.00.

This Resolution authorizes an agreement with the owner, Fortune First 51 LLC, and authorizes the release of funds upon fulfillment of the established program requirements.

Funding Source:

Increment Revenue

Fiscal Impact:

The amount allocated is \$13,608.00.

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 6/16/2026

ATTACHMENTS:

Description	Type
☐ CRA Resolution 2026-006 Fortune First 51 LLC Agreement - 3908 NW 30 Terrace	Resolution
☐ Exhibit to Resolution 2026-006 approving Fortune First 51 LLC Agreement - RPEP	Exhibit
☐ Exhibit A to Fortune First 51 LLC Agreement - RPEP Legal Description	Exhibit
☐ Exhibit B to Fortune First 51 LLC Agreement - RPEP Application	Exhibit
☐ Exhibit C to Fortune First 51 LLC Agreement - NW 31 Avenue Overlay Report	Exhibit

CRA RESOLUTION 2026-006

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM AGREEMENT BETWEEN LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND FORTUNE FIRST 51 LLC FOR AN AMOUNT NOT TO EXCEED \$13,608.00 RELATED TO PROPERTY AT 3908 NW 30 TERRACE, LAUDERDALE LAKES, FLORIDA 33309; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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, Fortune First 51 LLC (the "Owner"), are the owners of property, located at 3908 NW 30 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 by 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 Program Agreement substantially in the form attached hereto as Exhibit A between the Agency and Fortune First 51 LLC for an amount not to exceed \$13,608.00.

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 JUNE 16, 2026.

[SIGNATURES ON FOLLOWING PAGE]

EASTON HARRISON, CHAIRPERSON

ATTEST:

PAVITRI BENASRIE WATSON, CMC, SECRETARY

VOTE:

Chairperson Easton Harrison	_____ (For)	_____ (Against)	_____ (Other)
Vice-Chairperson Sharon Thomas	_____ (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 _____, 2026 ("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 Fortune First 51 LLC (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 3908 NW 30 Terrace, 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 Thirteen Thousand Six Hundred Eight and no/100 Dollars

(\$13,608.00) (“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 \$13,608.00.

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: Fortune First 51 LLC
 7154 N. University Drive, Suite 200
 Tamarac, Florida 33319
 Attn: Faith Spencer

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: Easton Harrison, 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

EXHIBIT “B”

**RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM
IMPROVEMENT**

DRAFT

EXHIBIT “C”

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

DRAFT

Legal Description

A portion of the NW 1/4 of Section 20, Township 49 South, Range 42 East, Broward County, Florida, being more particularly described, as follows:

Commencing at the Southwest corner of the NW 1/4 of said Section 20;
thence on an assumed bearing of North 0°14'42" East, for a distance of 260.0 feet;
thence South 89°57'16" East along the North Right-of-Way line of the Central and Southern, Florida
Flood Control District C-13 Canal, for a distance of 228.0 feet;
thence North 0°14'42", East for a distance of 141.47 feet to the Point of Beginning of this description;
thence continue North 0°14'42" East, along the last described course, for a distance of 75.0 feet;
thence South 89°55'36" East, for a distance of 125.0 feet;
thence South 0°14'42" West, parallel with and 353 feet East of, as measured at right angles to, the
West line of said Section 20, for a distance of 75.0 feet;
thence North 89°55'36" West for a distance of 125.0 feet to the Point of Beginning.

AKA: Lot 3, Block 4
3908 NW 30 Terrace

**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: Faith Spencer

2. Project Address: 3908 NW 30th Ter,

City: Lauderdale Lakes State: Florida Zip: 33309

3. Applicant's Mailing Address: 7154 N University Dr, Suite 200

City: Tamarac State: Florida Zip: 33319

4. Business Name: Fortune First 51 LLC

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

6. Business Phone Number: 954-696-5108

7. Contact Person's Name: Faith Spencer

8. Contact Person's Phone Number: 954-696-5108

9. Email Address: faiths@prudencefl.com

PROPERTY INFORMATION (PLEASE PRINT)

10. Tax Parcel ID Number (i.e. folio): 4942 20 00 0126

11. How long have you owned the property in the City of Lauderdale Lakes? 8 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: _____ Date: _____

PROPOSED PROJECT IMPROVEMENTS INFORMATION

14. Exterior improvements must conform to the established NW 31 Avenue Overly 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? 3892

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)

Pressure wash exterior walls

Remove defunct cables and pipes

Seal and paint exterior walls, doors, windows, soffits

Repair and seal asphalt pavement for parking area

Paint wheel stops, re-paint stripings, number parking spaces

Replace exterior lighting fixtures

Install gutters


Authorized Representative Initials

FUNDING REQUEST INFORMATION

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

Construction Cost (A)	\$ 17,010		
Professional services and other non-construction related cost (B)	\$ 0		
Total Project Cost (A+B)		\$ 17,010	
Total Eligible Project Cost (C) <i>(Total cost for eligible improvements only)</i>		\$ 17,010	
Amount requested from CRA (D)			\$ 13,608
Contribution from Applicant (C-D)			\$ 3,402

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**

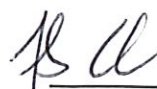
☒ **Detailed Scope of Work:** A complete written scope of work is required. Provide as much detail as possible including material used, location of project area, colors and size of project area. A timeline for project completion should be included.

☒ **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)*

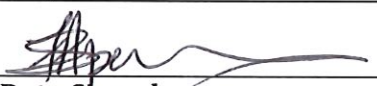
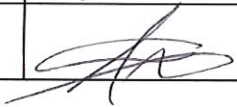
Other information: Proof of prior repairs completed (Roof Replacement, Windows and Doors)



Page 3 | 4
Authorized Representative Initials

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 May 14, 2026
Print Name and Title of Authorized Representative Faith Spencer	
Authorized Representative Signature	Date Signed May 14, 2026
Print Name and Title of Authorized Representative Christopher P Crossman	

RETURN APPLICATION TO:

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



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Property Address	3908 NW 30 TERRACE, LAUDERDALE LAKES FL 33309	ID #	4942 20 00 0126
Property Owner	FORTUNE FIRST 51 LLC	Millage	2012
Mailing Address	7154 N UNIVERSITY DR STE 200 TAMARAC FL 33321	Use	08
Abbr Legal Description	20-49-42 BEG SW COR OF NW1/4 OF SEC 20, NLY 260, ELY 228, NLY 141.47 TO POB, CONT NLY 75, ELY 125, SLY 75, WLY 125 TO POB		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2026 values are considered "working values" and are subject to change.								
Property Assessment Values								
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax			
2026*	\$28,130	\$725,510	\$753,640	\$753,640				
2025	\$28,130	\$629,680	\$657,810	\$657,810	\$18,624.71			
2024	\$28,130	\$599,500	\$627,630	\$627,630	\$17,970.73			
2026* Exemptions and Taxable Values by Taxing Authority								
	County	School Board	Municipal	Independent				
Just Value	\$753,640	\$753,640	\$753,640	\$753,640				
Portability	0	0	0	0				
Assessed/SOH	\$753,640	\$753,640	\$753,640	\$753,640				
Homestead	0	0	0	0				
Add. Homestead	0	0	0	0				
Wid/Vet/Dis	0	0	0	0				
Senior	0	0	0	0				
Exempt Type	0	0	0	0				
Taxable	\$753,640	\$753,640	\$753,640	\$753,640				
Sales History				Land Calculations				
Date	Type	Price	Book/Page or CIN	Price	Factor	Type		
9/3/2025	WD-Q	\$860,000	120428642	\$3.00	9,375	SF		
8/17/2022	QCD-T	\$100	118349567					
8/16/2022	PRD-Q	\$750,000	118349566					
8/18/2015	WD-T	\$100	113180803					
4/24/2013	QCD-T	\$45,500	111521922	Adj. Bldg. S.F. (Card, Sketch)		3892		
				Units		5		
				Eff./Act. Year Built: 1973/1972				
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
20	L							
M	5							
5								

Prepared by and return to:

Giovanni Nicosia, P.A.
Supreme Title and Escrow, Inc.
2860 W State Rd. 84, Suite 115
Fort Lauderdale, FL 33312
File # 25-07-0445-V

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 3rd day of September, 2025 between Sofl Rental LLC, a Florida Limited Liability Company whose post office address is 7420 Plantation Rd., Plantation, FL 33317, grantor, and Fortune First 51 LLC, a Florida Limited Liability Company whose post office address is 7154 N University Dr., Suite 200, Tamarac, FL 33321, grantee:

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

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

A portion of the NW 1/4 of Section 20, Township 49 South, Range 42 East, Broward County, Florida, being more particularly described, as follows:
Commencing at the Southwest corner of the NW 1/4 of said Section 20;
thence on an assumed bearing of North 0°14'42" East, for a distance of 260.0 feet;
thence South 89°57'16" East along the North Right-of-Way line of the Central and Southern, Florida Flood Control District C-13 Canal, for a distance of 228.0 feet;
thence North 0°14'42", East for a distance of 141.47 feet to the Point of Beginning of this description;
thence continue North 0°14'42" East, along the last described course, for a distance of 75.0 feet;
thence South 89°55'36" East, for a distance of 125.0 feet;
thence South 0°14'42" West, parallel with and 353 feet East of, as measured at right angles to, the West line of said Section 20, for a distance of 75.0 feet;
thence North 89°55'36" West for a distance of 125.0 feet to the Point of Beginning.
AKA: Lot 3, Block 4

Parcel Identification Number: 494220000126

Subject to taxes for 2025 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

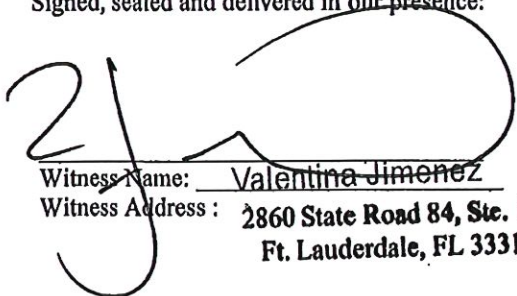
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

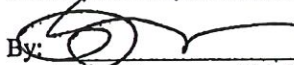
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024.

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:


Witness Name: Valentina Jimenez
Witness Address: 2860 State Road 84, Ste. 115
Ft. Lauderdale, FL 33312

Sofl Rental LLC, a Florida Limited Liability Company

By: 
Steven Baumann, Chief Executive Officer


Witness Name: Francesca Helfer
Witness Address: 2860 State Road 84, Ste. 115
Ft. Lauderdale, FL 33312

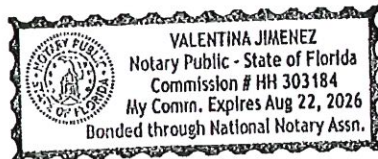
By: 
Van Kendall, Chief Operating Officer

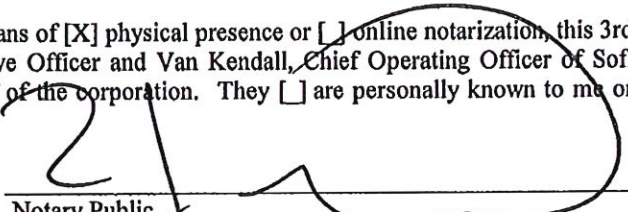
(Corporate Seal)

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of September, 2025 by Steven Baumann, Chief Executive Officer and Van Kendall, Chief Operating Officer of Sofl Rental LLC, a Florida Limited Liability Company, on behalf of the corporation. They ☐ are personally known to me or ☒ have produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name:

Valentina Jimenez

My Commission Expires:

AUG. 22, 2026

Legal Description

A portion of the NW 1/4 of Section 20, Township 49 South, Range 42 East, Broward County, Florida, being more particularly described, as follows:

Commencing at the Southwest corner of the NW 1/4 of said Section 20;
thence on an assumed bearing of North 0°14'42" East, for a distance of 260.0 feet;
thence South 89°57'16" East along the North Right-of-Way line of the Central and Southern, Florida
Flood Control District C-13 Canal, for a distance of 228.0 feet;
thence North 0°14'42", East for a distance of 141.47 feet to the Point of Beginning of this description;
thence continue North 0°14'42" East, along the last described course, for a distance of 75.0 feet;
thence South 89°55'36" East, for a distance of 125.0 feet;
thence South 0°14'42" West, parallel with and 353 feet East of, as measured at right angles to, the
West line of said Section 20, for a distance of 75.0 feet;
thence North 89°55'36" West for a distance of 125.0 feet to the Point of Beginning.

AKA: Lot 3, Block 4
3908 NW 30 Terrace



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

In the event of a claim / complaint under this certificate, please notify the following Correspondent:

**ATTN: Claims Dept.
Johnson & Johnson, Inc.
PO Box 899
Charleston, SC 29402
800-487-7565
Claims@jjins.com**

If you have a complaint under this certificate: please contact the agent in charge of your account or email Complaints.filing@jjins.com.

If, after making a complaint:

- (i) you feel that the matter has not been resolved to your satisfaction; or
- (ii) we have not responded in eight weeks; you may contact your state Department of Insurance for further assistance.

This Complaints Notice will not be read to conflict with or override the Service of Suit clause in this policy. This Clause is intended as an aid to the swift resolution of any complaints or disputes under this policy and does not prejudice your rights in law.

LLOYD'S

One Lime Street London EC3M 7HA



Johnson & Johnson
The Experience of the Past with a Vision for the Future

POLICY NUMBER: JTA00852721

TRANSACTION TYPE: NEW BUSINESS

COMMON POLICY DECLARATIONS

NAMED INSURED AND MAILING ADDRESS:

FORTUNE FIRST 51 LLC
7154 N UNIVERSITY DR STE 200
TAMARAC, FL 33321

This Certificate of Insurance is issued in accordance with the authorization granted under Contract No. B0621P33066225, undersigned by CERTAIN UNDERWRITERS AT LLOYDS LED BY MANAGING AGENT Liberty, Syndicate 4472, and B0621P33090025, undersigned by CERTAIN UNDERWRITERS AT LLOYDS LED BY MANAGING AGENT Brit, Syndicate 2987, and B0621P33110425, undersigned by CERTAIN UNDERWRITERS AT LLOYDS LED BY MANAGING AGENT Chubb, Syndicate 2488, and B0621P33116925, undersigned by CERTAIN UNDERWRITERS AT LLOYDS LED BY MANAGING AGENT MS Amlin, Syndicate 2001, herein after called "the Company."

POLICY PERIOD: From 09/03/2025 to 09/03/2026 at 12:01 AM Standard Time at your mailing address shown above

BUSINESS DESCRIPTION: APARTMENTS

FORM OF BUSINESS

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Corporation
☒ Limited Liability Company ☐ Estate ☐ Other:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Commercial Property Coverage Part	\$6,250.00
Commercial General Liability Coverage Part	NOT COVERED
Wind Deductible Buy Back	NOT COVERED
Commercial Inland Marine Coverage Part	NOT COVERED
Commercial Ocean Marine Coverage Part	NOT COVERED
Commercial Professional Liability Coverage Part	NOT COVERED
Commercial Automobile Liability Coverage Part	NOT COVERED
Liquor Liability Coverage Part	NOT COVERED
Equipment Breakdown	NOT COVERED
Crime Coverage Part	NOT COVERED
Other Coverages:	NOT COVERED

PREMIUM TOTAL	\$6,250.00
POLICY FEE	\$150.00
STATE TAX	\$321.10
INSPECTION FEE	\$100.00
EMPA FEE	\$4.00
STAMPING FEE	\$3.90
GRAND TOTAL	\$6,829.00

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

EVIDENCE OF INSURANCE §626.924, FLORIDA STATUTES

Named Insured: FORTUNE FIRST 51 LLC

Policy Number: JTA00852721

Effective Date: 09/03/2025

to Expiration Date: 09/03/2026

Surplus Lines Agent's Name: Francis G Johnson

Surplus Lines Agent's Address: 200 Wingo Way, Ste 200, Mt. Pleasant, SC 29464

Surplus Lines Agent's License#: W189190

Producing Agent's License Name: LUIS ARENAS

Producing Agent's Physical Address: 2255 GLADES ROAD SUITE 324A BOCA RATON, FL 33431

"THIS INSURANCE IS ISSUED TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT OR UNLICENSED INSURER."
SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY

Policy Premium:	\$6,250.00
Policy Fee:	\$150.00
Carrier Fee:	0.00
Inspection Fee:	\$100.00
Carrier Inspection Fee:	0.00
State Tax:	\$321.10
Service Fee:	\$3.90
CAT Fund Assessment:	0.00
EMPA Surcharge:	\$4.00
(CPIC) Citizen's Assessment:	0.00

Surplus Lines Agent's Countersignature:

☒ X

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

☒ X

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

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

BMN Carpenter Contractor Inc✓
5840 NW 12 Ct, Sunrise, FL 33313
954-270-8981

Estimate for:

Faith Spencer
Fortune First 51 LLC
May 18, 2026

Property Address:

3908 NW 30th Terrace, Lauderdale Lakes, FL 33309

Services	Price
1. Scope of Work: Prep and paint exterior building, siding, soffits, eaves, trim, fascia and doors *Caulk and seal cracks and holes around building including soffits *Remove debris, cables, pieces of gutters from wall *Pressure Wash building including stone, walkway, pavers, soffits *Cover and mask areas not being painted *Paint Exterior building (2 coats; color similar to existing color) *Clean up and remove all trash and debris	\$11,200
2. Scope of Work: Repair and enhance Parking Area *Clean and pressure asphalt driveway *Repair and reseal asphalt in parking area *Repaint all striping *Repaint wheel stops in white *Re-number parking spaces	\$2,450
Total Cost for labor and material	\$13,650

Payment Method:

Deposit Required to start: \$6,825
Final Payment when work completed: \$6,825

Timeline:

Approximately 1.5 week

Signed: _____

Contractor: Neville Malcolm

Date: May 18, 2026

Gutter Estimate #1

Evolution Gutters Corp 4660 N Hiatus Rd, Sunrise, FL 33351
9548023513 | info@evolutiongutters.com



Estimate #410048

Estimate for Faith Spencer

For: Faith Spencer,
3908 NW 30th Terrace, Lauderdale Lakes, FL
33309

Created on: Sun May 17, 2026

Expires on: Fri Aug 14, 2026

Serviced on: Sat May 16, 2026

Financing available

Whole House

Add option

\$3,360.00 total or as low as

\$153.35 / month*

Services	Qty	Unit price	Amount
----------	-----	------------	--------

Supply Materials and Complete installation	1.00	\$3,360.00	\$3,360.00
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Our Supply Materials and Complete Installation service ensures durable, high-quality gutters tailored to your home. We provide all necessary materials and expert installation, protecting your property from water damage. Enjoy peace of mind with a stress-free, professional service!

New gutters and downspouts

Install (387) Ft of new 6- inch aluminum 0.27 ga
seamless gutters (White)

No options added ▼

Approve



guards

Supplies, sealants, screws, brackets, and end caps

Equipment and safety (One-story ladder setup)

Overhead, insurance and profit

Notes and terms :

- All fasteners/hardware materials will be aluminum and stainless steel
- Price based on standard one-story ladder access and normal working conditions.
- Remove includes disposal of old gutter and downspout materials.
- Any Fascia Board damage, wood rot, or structural repair will be quoted separately.
- Estimate valid for 60 days
- 30% deposit required upon acceptance.
- Estimated completion time: 1-2 business days (Weather permitting).

LIMITED WARRANTY

1.00

\$0.00

\$0.00

Our Limited Warranty ensures peace of mind for your gutter system investment. We stand by the quality of our work, offering coverage for specific defects or issues. This warranty reflects our commitment to durability and customer satisfaction, protecting your home from water damage.

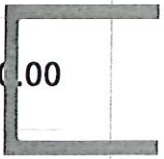
Evolution gutters provides installation skilled installation of the finest materials guaranteed by manufactures up to 20 years with additional protection including all labor for (2) full years.

Services subtotal

\$3,360.00

Subtotal

\$3,360.00



1. Evolution Gutters provides skilled installation of the finest materials guaranteed by manufactures up to 20 years.
2. Our 14 year history Guarantees "Total Satisfaction" with additional protection including all labor for 2 (two) full years from the date of completion of the installation.
3. Customer AGREES THAT ONLY THE WORK DETAILED IN DIAGRAM IS INCLUDED IN THE PRICE and all cost are based on normal removal and/or installation therefore customer agrees to pay for extra work/materials if needed or requested.
4. Evolution Gutters will not be responsible for for any damage done to piping that is not visible during installation
5. Customer agrees to pay 3.5% additional fee on all credit card transactions.





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

25-26

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.

Business License ID	Number
8368	14133
Type	License Fee
APARTMENTS	50.00
	Issued
	10/01/2025
	Expires
	09/30/2026

FORTUNE FIRST 51 LLC
3908 NW 30 TERRACE
LAUDERDALE LAKES, FL 33309



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

25-26

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.

Business License ID	Number
8368	14132
Type	License Fee
APARTMENTS - 5	36.20
	Issued
	10/01/2025
	Expires
	09/30/2026

FORTUNE FIRST 51 LLC
3908 NW 30 TERRACE
LAUDERDALE LAKES, FL 33309

OS8-2

Jasper Cane
PPU4-15^M

Base



W1-3

DYNASTY*

White
52^U

Trim















City of Lauderdale Lakes

Residential Preservation & Enhancement Program

Planning and Zoning Review Comments – 06/2/26

Site Address				
3908 NW 30 TERRACE LAUDERDALE LAKES, 33309				
Lot Area	Building Area	Units	Parcel ID	Property Owner
+/- 9,375 Sq. Ft.	+/- 3892 sq. ft.	5	494220000126	FORTUNE FIRST 51 LLC

Planning and Zoning Comments

Issah Abdulai, Planner II | Development Services / issaha@lauderdalelakes.org / 954-304-9214

Zoning Review Items

- Driveways and Parking Area (704.7.7)(a)(1-7)
- Building Façade (704.7.7)(c)(1-2)
- Roof (704.7.7)(c)(4)
- Walls and Fences (704.7.7)(d)(1-7)
- Garbage Containers (704.7.7)(e)(1)
- Landscaping (704.7.7)(f)(1-4)
- Lighting (704.7.7)(g)

Driveways and Parking Area

Building Façade

- Please clean/touch-up the exterior wall surfaces, soffits, and architectural features to remove discoloration and staining.
- Please repair and repaint deteriorated soffit areas beneath the roof overhang.

Roof

- Mansard roof appears generally maintained; however, roof surfaces and soffit areas shall be cleaned and maintained free from visible staining and deterioration.
- Please repair any damaged or deteriorated roof edge, fascia, or soffit materials.

Walls and Fences

Fences erected on a property line shall be constructed of opaque fencing such as vinyl, or aluminum or pressure treated wood such as shadowbox, or masonry or concrete block completely finished with stucco and/or paint.

Garbage Containers

No comment

Landscaping

- Existing landscaping should be maintained free of dead plant material, overgrowth, and weeds.

Lighting

No comment







TOW AWAY
24 HOUR ZONE
UNAUTHORIZED VEHICLES
OR VESSELS WILL BE TOWED
AWAY AT OWNERS EXPENSE
CARMEL TOWING
954-942-9200
1234567890

NO TRESPASSING
PRIVATE PROPERTY
PROHIBITED BY
FEDERAL LAWS

5













CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

CRA RESOLUTION 2026-007 AUTHORIZING THE TERMINATION OF A CONTRACT WITH AE ENGINEERING, LLC TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE CONSTRUCTION OF A BUFFER WALL TO BE LOCATED ON THE EAST SIDE OF NW 31ST AVENUE BETWEEN NW 39TH STREET AND NW 43RD STREET
--

Summary

This is a resolution authorizing the termination of a contract with AE Engineering LLC.

Staff Recommendation

Background:

From the Library of Professional Services, AE Engineering Inc was selected to provide a Task Order for civil services associated with the NW 31 Avenue Buffer Wall Project. The execution of a contract was authorized by the CRA Board. However, the City of Lauderdale Lakes has deemed AE Engineering to not be in compliance with the terms of the procurement contract. As such, authorization from the CRA Board is requested to terminate the contract with AE Engineering.

Funding Source:

Not applicable

Fiscal Impact:

Sponsor Name/Department: Celeste Dunmore, CRA Executive Director

Meeting Date: 6/16/2026

ATTACHMENTS:

Description	Type
❑ CRA Resolution 2026-007 Authorizing termination of an agreement with AE Engineering	Resolution
❑ CRA - AE Engineering Contract	Exhibit
❑ City of Lauderdale Lakes - AE Engineering Contract Services Termination	Backup Material
❑ City - AE Engineering Contract - CCNA	Backup Material

CRA RESOLUTION 2026-007

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE TERMINATION OF A CONTRACT WITH AE ENGINEERING, LLC TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE CONSTRUCTION OF A BUFFER WALL TO BE LOCATED ON THE EAST SIDE OF NW 31ST AVENUE BETWEEN NW 39TH STREET AND NW 43RD STREET; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with the provisions of the Agency's procurement policies, and with the assistance of the City of Lauderdale Lakes Purchasing Division, staff solicited Requests for Qualifications for the provision of professional services for civil engineering services (the "Services") within the community redevelopment area and the City of Lauderdale Lakes; and

WHEREAS, AE Engineering, LLC, a Florida limited liability company ("Consultant") was one of the firms that responded to the Request for Qualifications and was selected as a prequalified firm to provide services to both the City of Lauderdale Lakes and the CRA; and

WHEREAS, the Consultant and Agency entered into a Contract to provide professional services for the proposed Project; and

WHEREAS, the City of Lauderdale Lakes Purchasing Division has deemed the Consultant to not be in compliance with the terms of the procurement contract; and

WHEREAS, Article 5 of the Contract provides that the Board of Commissioners of

Agency may immediately cancel the Contract with or without cause

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

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

Section 2. AUTHORIZATION TO EXECUTE AGREEMENT: The contract between AE Engineering, LLC and the Agency is immediately terminated.

Section 3. AUTHORIZATION AND DIRECTION: The Chairperson, Secretary CRA General Counsel and the Executive Director of the CRA, on behalf of the Agency, 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.

[Signatures are on following page]

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES
COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING HELD JUNE
16, 2026.

EASTON HARRISON, CRA CHAIRPERSON

ATTEST:

PAVITRI BENASRIE-WATSON CMC, SECRETARY

VOTE:

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

CRA RESOLUTION 2026-003

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A TASK ORDER WITH AE ENGINEERING, LLC TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE CONSTRUCTION OF A BUFFER WALL TO BE LOCATED ON THE EAST SIDE OF NW 31ST AVENUE BETWEEN NW 39TH STREET AND NW 43RD STREET FOR AN AMOUNT NOT TO EXCEED \$150,000.00; 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 as amended (the "Plan") for the community redevelopment area as fully described in that Resolution (the "Community Redevelopment Area"); and

WHEREAS, the Agency seeks to construct a buffer wall to be located on the East Side of NW 31st Avenue between NW 39th Street and NW 43rd Street ("Project"); and

WHEREAS, in accordance with the provisions of the Agency's procurement policies, and with the assistance of the City of Lauderdale Lakes Purchasing Division, staff solicited Requests for Qualifications for the provision of professional services for civil engineering services (the "Services") within the community redevelopment area and the City of Lauderdale Lakes; and

WHEREAS, AE Engineering, LLC, a Florida limited liability company was one of the firms that responded to the Request for Qualifications and was selected as a prequalified firm to provide services to both the City of Lauderdale Lakes and the CRA; and

WHEREAS, the Consultant submitted a Task Order to provide professional services for the proposed Project in an amount not to exceed \$150,000.00 ("Task Order");

and

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

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

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

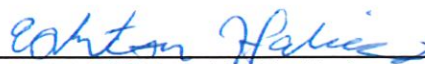
Section 2. AUTHORIZATION TO EXECUTE AGREEMENT: The Chairperson and Secretary are hereby authorized to execute the Task Order substantially within the form attached hereto as Exhibit "A" (the "Agreement") to provide engineering, construction drawings, and technical provisions as is more specifically set forth in the Agreement.

Section 3. AUTHORIZATION AND DIRECTION: The Chairperson, Secretary and the Executive Director of the CRA, on behalf of the Agency, 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.

[Signatures are on following page]

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES
COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING HELD
FEBRUARY 17, 2026.


EASTON HARRISON, Chairperson

ATTEST:


PAVITRI BENASRIE-WATSON, CMC, Secretary



VOTE:

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



February 12, 2026

Ms. Celeste Dunmore
CRA Executive Director
Lauderdale Lakes CRA
4300 NW 36th Street
Lauderdale Lakes, FL 33319

Re: Proposal for the Lauderdale Lakes CRA NW 31st Avenue Buffer Wall Project

Dear Ms. Dunmore,

AE Engineering is pleased to submit this proposal for professional services to support the Lauderdale Lakes CRA Buffer Wall Project. Our team has recently coordinated with City and CRA representatives in the field and understands the importance of delivering a functional, durable, and aesthetically aligned buffer wall system that addresses community compatibility, right-of-way conditions, and long-term maintenance.

Based on the directions received during recent coordination meetings, AE is submitting a proposal to provide the following scope of services:

Project Plans and Provisions – including engineering services, construction drawings, and technical provisions. The precast wall manufacturer will provide the required engineering drawings.

We appreciate the opportunity to support the Lauderdale Lakes CRA on this important project and look forward to working collaboratively to advance it efficiently and successfully.

Our project understanding, project team, and scope of services are listed below. Estimated hours and fees are included within each description, and our total proposed lump sum fee and assumptions are listed after the scope.

PROJECT UNDERSTANDING

Through recent discussions, field meetings, and review of conceptual materials, AE understands the following:

- Lauderdale Lakes CRA is pursuing a buffer wall to enhance privacy, security, and visual quality adjacent to a key corridor.
- Proposal to be submitted including:
 - Site plans and Design provisions (Contractor to provide wall manufacturer plans and specifications / AE to outline minimum provisions to be met by any provider)
- Local conditions include:

- Multiple existing utilities within the alignment
- Need for accurate legal descriptions, easements, and wall layout geometry
- Compatibility with local precast manufacturers, including vendors AE has used recently in the region
- Prior product examples (e.g., smooth precast panels, reinforced spread footers, column/panel reinforcement schedules) will serve as a conceptual baseline for the engineering approach.

The main challenges include utility conflicts, easement verification, and ensuring the design matches the capacities of available precast suppliers.

PROJECT TEAM

AE, with Andres Atehortua, as the Project Manager, understands the importance of strong and sustained communication, particularly with an expedited schedule, tied to sound and quality design and engineering. Below is our proposed team for this project.

Project Manager / Contract Administrator: Andres Atehortua

Lead Designer: DJ Sosa

Utility Coordinator: Garrett Deick

Structural Design Support: Carl Osberg & Kate Jones

Survey: Lazaro E. Fleitas, P.S.M.

Local Precast Vendor(s): To be coordinated

Subconsultants:

CHP Engineers and Surveyors

SCOPE OF SERVICES

1.0 Project Management

Andres Atehortua (AE Project Manager) will work closely with Ronald Desbrunes, PE (Public Works Director – City of Lauderdale Lakes) to ensure the project stays on time, remains within budget, and is delivered with high quality standards. Andres will also support coordination with other agencies as necessary. For project coordination, Andres will set up the bi-monthly progress meetings (assume 30-minute meetings). The progress meetings will include scope review, budget performance, and schedule updates.

2.0 Topographic Survey

AE will oversee subconsultant CHP Engineers in the performance of all the survey services required. CHP Engineers will complete a topographic survey to document existing conditions along the project corridor and provide the base mapping necessary for design.

Survey activities will include establishing horizontal and vertical control using GPS and total station methods, collecting field data on roadway features, drainage structures,

utilities, sidewalks, driveways, fences, landscaping limits, and trees within potential impact areas. Where appropriate, aerial LiDAR or drone data may be used and verified against surveyed control points.

AE will develop a CAD base map using standardized linework and symbology and incorporate available property boundary information to support easement evaluation. All survey data will be reviewed for accuracy and completeness, including verification of contours and utility information. The finalized topographic dataset will be used to support wall layout, structural design, and utility coordination.

3.0 Complete Design of Wall: Design Site and Structural Plan/Details/Calculations, Specifications, and Cost Estimate

AE will serve as the Engineer of Record and lead the engineering effort to deliver a complete, permit-ready buffer wall design in compliance with FDOT standards, Florida Building Code requirements, and applicable municipal criteria. Design will begin with integration of refined topographic mapping and utility information to establish an accurate corridor model defining physical constraints, easement needs, and constructability considerations. Based on this framework, AE's structural and transportation engineers will develop a wall alignment that balances functionality, aesthetics, grading, drainage, and property impacts. Foundation options will be evaluated using site-specific geotechnical recommendations and design loading conditions typical of Florida soils and hydrologic environments.

As Engineer of Record, AE will prepare detailed wall sections, elevations, reinforcement schedules, foundation details, drainage features, and connection hardware consistent with the FDOT Design Manual, Structures Manual, and standard index criteria for precast wall systems. The design will incorporate Florida-approved precast components and be coordinated with local precast suppliers to ensure manufacturability and compliance with product control requirements. Engineering deliverables will include construction drawings at the 30%, 60%, 90%, and final stages, along with supporting calculations, specifications, and cost estimates. Required structural analyses will address wind loading, soil pressures, stability, and serviceability criteria. Coordination with utility owners, City and CRA staff will be maintained throughout design. At completion, AE will provide a fully coordinated, signed, and sealed plan set suitable for bidding and construction.

4.0 Utility Coordination

Garrett Deick will lead utility coordination to ensure the proposed buffer wall and construction activities are compatible with existing utilities along the corridor. AE will review available utility records and survey data to identify facilities and potential conflicts early in the design process. Any discrepancies will be addressed through coordination with utility owners and, if necessary, additional field verification.

AE will maintain a utility coordination log, communicate design concepts and schedules, and coordinate directly with utility owners to resolve conflicts. Where issues arise, AE will evaluate practical design adjustments to minimize impacts or relocations. All coordination

efforts and decisions will be documented and communicated to the City and CRA to support a fully coordinated, constructible set of plans.

5.0 Bidding and Award

AE will support the CRA and City throughout the bidding and award process by preparing clear and comprehensive bid documents and responding to contractor inquiries to ensure a thorough understanding of project requirements. Our team will assist with the preparation and issuance of addenda, provide clarifications of design intent, and coordinate any necessary updates to the plans or specifications during the advertisement period.

AE will participate in the pre-bid meeting, review bids for completeness and conformance with the contract documents, and provide the City with a written recommendation for award based on bidder responsiveness, responsibility, and overall value.

6.0 Public Information and Outreach Coordination

AE will provide Public Information and Outreach coordination services to support resident communication related to easement access and survey activities. These services will include coordination with City, CRA staff and the survey subconsultant to facilitate property access, communicate survey schedules, and address resident questions or concerns. AE will assist with notifying affected residents of upcoming survey work, coordinating access for survey crews, and supporting the easement process as needed to minimize disruptions and ensure efficient completion of survey activities.

ASSUMPTIONS

AE has based the scope of work and fee upon the following assumptions.

1. Notice to proceed begins March 2026
2. Final plans complete September 2026
3. City to provide available utility records, and easement documents.
4. ROW & Access – city to secure all necessary right-of-entry permissions for field work, including survey access to private properties
5. Public Engagement & Communication – city staff will serve as the primary contact for all stakeholder outreach and resident communications

PROPOSED FEE

Our budget was developed based on our understanding of the scope and experience with past construction projects in the City of Lauderdale Lakes. We estimate a lump sum of **\$150,000.**

The proposed scope and fee presented herein represents our complete understanding of the project based on discussions with City staff. If you have any questions or concerns, please feel free to contact Andres Atehortua at AndresA@AEeng.com (786)236-0791.

Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

AE Engineering

Shandra Ganius

Shandra Ganius
Project Manager

ACCEPTED BY:

Lauderdale Lakes Community
Redevelopment Agency

By: *Earl Haines*

Date: 2/18/2026

Attest: _____



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY
AND
AE ENGINEERING, LLC**

This Contract is made as of this 17th day of February, 2026 by and between the LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, referred to as "CRA", and AE ENGINEERING, LLC a Florida limited liability company, hereinafter referred to as the "CONSULTANT".

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

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

WHEREAS, CONSULTANT was one of the firms recommended to provide the services identified in the Request for Qualifications for both the City and CRA; and

WHEREAS, the Agency has entered into a continuing service agreement with CONSULTANT based upon the qualifications and price proposal submitted in response to a competitive Request for Qualifications process; and

WHEREAS, the CRA desires to construct a buffer wall to be located on the East Side of NW 31st Avenue between NW 39th Street and NW 43rd Street (the "Project"); and

WHEREAS, engineering services, construction drawings and technical provisions as is more specifically set forth in the Agreement set forth as Exhibit "A" attached hereto.; and

WHEREAS, the prequalified CONSULTANT submitted a Task Order to provide services for the Project in an amount not to exceed \$150,000.00; and

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

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

ARTICLE 1 – SERVICES AND FEES

The CONSULTANT'S responsibility under this Contract is to provide the Services set forth in Exhibit A for an amount not to exceed \$150,000.00. The CONSULTANT shall be issued a

work order for all services required by the CRA. The CONSULTANT shall not undertake any services unless included in a work order.

The CRA'S representative/liaison during the performance of this Contract shall be Celeste Dunmore, CRA Executive Director. The Project Manager shall be Ronald Desbrunes, Director of Public Works.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon approval of the attached scope of services or any amendments.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CRA agrees to compensate the CONSULTANT per the attached Scope of Services in Exhibit "A" or, including any approved pass-through costs provided in the attached Scope of Services.
- B. Payments – Invoices from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CRA within thirty days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CRA requires clarification or a correction of the invoice. The invoices will be sent to the CRA Office for payment approval. Invoices will normally be paid within thirty (30) days following CRA approval.
- C. Final Invoice - In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'S final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONSULTANT and the CRA shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 – TERM OF CONTRACT

The term of this agreement shall be 180 days or until the services are completed.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONSULTANT upon thirty (30) days prior written notice to the CRA'S representative. In the event of substantial failure by the CRA to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CRA fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the CRA Board of Commissioners, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CRA'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CRA, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CRA.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CRA'S representative and written approval must be granted by the CRA'S representative before said change or substitution can become effective.

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

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

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

ARTICLE 7 - SUBCONTRACTING

The CRA reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities and approve all proposals of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the CRA.

If sub-consultant(s) are used, the CONSULTANT shall use only licensed and insured sub-

consultant(s). All sub-consultants shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract. The CONSULTANT shall be responsible for the performance of all sub-consultants.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 10 - INDEMNIFICATION

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

The CONSULTANT further agrees to indemnify and hold harmless the CRA, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CRA, its agents, officers, or employees are alleged to be liable.

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

Nothing contained in this Article shall be construed or interpreted as consent by the CRA to be

sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

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

ARTICLE 12 – VENUE

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

ARTICLE 13-REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CRA'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the

CONSULTANT may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the CONSULTANT. The CRA agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CRA shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the CONSULTANT under the terms of this Contract

ARTICLE 15 – DELAYS AND EXTENSION OF TIME

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

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

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

ARTICLE 16 - INDEBTEDNESS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

purchased, under this Contract for or at the CRA'S expense shall be and remain the CRA'S property and may be reproduced and reused at the discretion of the CRA.

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

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

ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT

shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 22 - ENFORCEMENT COSTS

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

ARTICLE 23 - AUTHORITY TO PRACTICE

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

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

ARTICLE 24 – SEVERABILITY

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

the change.

If the CRA elects to make a substantial change, the CRA shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the Board of Commissioners for the CRA of Lauderdale Lakes or its designated representative.

ARTICLE 26 - NOTICE

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

Celeste Dunmore
Lauderdale Lakes CRA
4300 Northwest 36 Street
Lauderdale Lakes, FL 33319

With a copy to:

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

and if sent to the CONSULTANT shall be mailed to:

Andres Atehortua
Project Manager
AE Engineering LLC
3333 West Commercial Boulevard, Suite 106B
Fort Lauderdale, FL 33309

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CRA'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CRA or employees of the CRA, the CONSULTANT shall adequately protect

adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

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

ARTICLE 29 – TIME

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

ARTICLE 30 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 31 - WAIVER

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

ARTICLE 32 - PREPARATION

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

ARTICLE 33 - MATERIALITY

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

ARTICLE 34 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, the CONSULTANT hereby represents to the CRA that he/she has the authority and full legal power to execute this

Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 35 - EXHIBITS

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

ARTICLE 36 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 37 - LEGAL EFFECT

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

ARTICLE 38 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 39 – SURVIVABILITY

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

ARTICLE 40 - WAIVER OF SUBROGATION

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

ARTICLE 41 - RIGHT TO REVIEW

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

ARTICLE 42- FLORIDA PUBLIC RECORDS ACT

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

- (a) Keep and maintain all public records required by the CRA to perform the services under this Agreement.
- (b) Upon request from the CRA custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CRA.
- (d) Upon completion of the contract, transfer, at no cost, to the CRA all said public records in possession of the CONSULTANT or keep and maintain public records required by the CRA to perform the service. If the CONSULTANT transfers all public records to the CRA upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE CONSULTANT HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PAVITRI BENASRI WATSON, ACTING CITY CLERK.

Section 42. Insurance

A. Prior to execution of this Contract by the Agency the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies

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

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

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

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

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

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

[Signature on following page]

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

ATTEST:

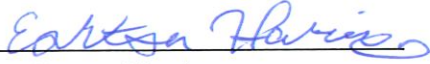
By: 

Name: Pavitri Benasri Watson

Title: CRA Secretary



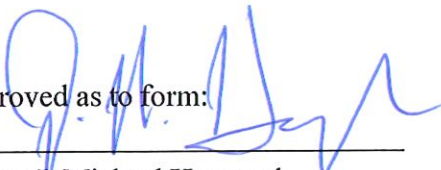
**Lauderdale Lakes Community
Redevelopment Agency**

By: 

Name: Easton Harrison

Title: Chairperson

Approved as to form:

By: 

Name: J. Michael Haygood

Title: Agency Attorney

Consultant

AE Engineering, LLC

By: 

Name: Rod Myrick

Title: President

Scope of Services

See Exhibit A – Scope of Services



May 28, 2026

Attn: Roderick Myrick
AE ENGINEERING, INC.
219 N. Newnan St, 4th Floor
Jacksonville, FL 32202

email: rod@aeengineeringinc.com

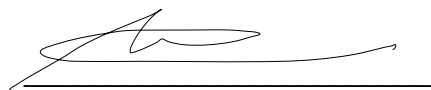
Re: Termination of Services

Dear Mr. Myrick,

In response to correspondence dated May 13, 2026 from one Karne Newburn who is identified as General Counsel for WSB, the City of Lauderdale Lakes is hereby exercising its right to Terminate for Convenience with immediate effect, as guided under Article 5 of the attached contract.

If you have any questions and/or concerns, please feel free to contact me at 954-535-2722.

Sincerely,



Aazam Piprawala, CERT SCM
Procurement Manager
aazamp@lauderdalelakes.org

Cc File
Finance Director
City Manager's Office



CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700 / FAX (954) 535-1892
www.lauderdalelakes.org

CONTRACT No. 22-3110-07Q
LIBRARY OF PROFESSIONAL SERVICES CONSULTANTS

This Contract is made as of the 1st day of April, 2023 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and AE Engineering, Inc., an individual, a partnership, X a corporation authorized to do business in the State of Florida, ("CONSULTANT"), whose Federal I.D. number is 20-4567692.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City of Lauderdale Lakes solicited proposals for non-exclusive Contracts to perform professional services for City of Lauderdale Lakes under solicitation titled Request For Qualifications (RFQ) No. 22-3110-07Q, and;

WHEREAS, at its meetings of May 9 & 23, 2023, by Resolution number(s) 2023-059 and 2023-064, the CITY Commission authorized the proper CITY officials to execute this non-exclusive Contract hereinafter referred to as "Contract No. 22-3110-07Q" and;

WHEREAS, the CONSULTANT is willing and able to render professional services for various projects on an as-needed basis within the identified discipline in Article 1 below and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area(s) of Civil Engineering, Roadway & Traffic Engineering

as more specifically set in the Scope of Services detailed in Exhibit "A".

The CITY's Representative during the performance of this Contract shall be Ronald Desbrunes. He can be reached at 954-535-2815 or ronaldd@lauderdalelakes.org.

ARTICLE 2 - TERM

The initial term is four (4) years, beginning April 1, 2023, with an option to renew for four (4) additional years for a total of eight (8) years, with renewal options being exercised on a year-to-year basis after the initial period. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

Extension of Contract:

The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONSULTANT in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONSULTANT are in mutual agreement of such extensions.

OR

The CONSULTANT shall be available to commence services on this Contract upon execution of said Contract by both parties, and to continue the same until notice of Contract termination is issued by the CITY to the CONSULTANT per Article 5 of this Contract, or until the contract is performed whichever occurs first.

Reports, responses, submittals, and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "B".

Extension of Contract:

~~The CITY reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONSULTANT in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONSULTANT are in mutual agreement of such extensions.~~

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. ~~The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the unit price structure according to Exhibit "C", Pricing and Staffing Schedule. Optional _____ services will be provided at the sole option of the CITY per Exhibit "____", Pricing and Staffing Schedule. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONSULTANT has performed the cleaning services and issued an invoice to the CITY's Accounts Payable Department.~~

~~The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out-of-pocket" expenses shall not exceed a total Contract amount of _____ Dollars (\$_____).~~

- B. ~~The CONSULTANT shall notify the CITY's Representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided at the amounts set forth in Exhibit _____ for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.~~

~~completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.~~

- C. CONSULTANT, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONSULTANT pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONSULTANT of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONSULTANT the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONSULTANT as to the disputed portions of the invoice.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.
- E. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONSULTANT to stop work if funds are not appropriated and will pay CONSULTANT for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon ninety (90) days prior written notice to the CITY's Representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONSULTANT. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

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

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

Termination For Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONSULTANT thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Task Order, must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any subconsultants on this Contract the following provisions of this Article shall apply:

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONSULTANT, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the CITY the CONSULTANT must incorporate the terms of this contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY's Tax Exemption Number in securing such materials.

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

ARTICLE 9 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract until it has obtained all Insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the CITY'S Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- D. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- G. Required insurance shall support CONSULTANT's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice (except Professional Liability and Worker's Compensation) to the CITY prior to any adverse change, cancellation or non-

renewal of coverage there under. Said liability insurance must be acceptable to and approved by the CITY as to form and types of coverage. In the event that the statutory liability of the CITY is amended during the term of this Contract to exceed the above limits, the CONSULTANT shall be required, upon thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY.

- H. It shall be the responsibility of the CONSULTANT to insure that all subconsultants comply with the same insurance requirements referenced above.
- I. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- J. CONSULTANT shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided, however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONSULTANT.
- K. In the judgment of the CITY, prevailing conditions warrant the provision by CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONSULTANT for performance of this Contract shall represent the specific consideration for the CONSULTANT's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The CONSULTANT, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention,

process, or item manufactured by the CONSULTANT. Further, if such a claim is made, or is pending, the CONSULTANT may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONSULTANT and receive reimbursement. If the CONSULTANT used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 11- SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT may enter into said association, interest or circumstance and it shall be

deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONSULTANT's control or by any other such causes which the CONSULTANT and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 15- PLEDGE OF CREDIT, ARREARS

The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

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

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

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

ARTICLE 17 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT and all employees and/or agents of the CONSULTANT are, and shall be, in the performance of all work services and activities under this Contract, an independent consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of

the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an independent consultant and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONSULTANT shall be responsible to the CITY for all work or services performed by the CONSULTANT or any person or entity on the CONSULTANT's behalf, in fulfillment of this Contract.

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - ACCESS AND AUDITS

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

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONSULTANT agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, **in writing**:

- (1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (2) Notify the CITY of any estimated change in the completion date, and
- (3) Advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested:

FOR CITY: City Manager	FOR CITY: Financial Services Director
<u>City of Lauderdale Lakes</u>	<u>City of Lauderdale Lakes</u>
<u>4300 NW 36th Street</u>	<u>4300 NW 36th Street</u>
<u>Lauderdale Lakes, FL 33319-5599</u>	<u>Lauderdale Lakes, FL 33319-5599</u>
<u>Tel (954) 535-2700</u>	<u>Tel (954) 535-2700</u>
<u>Fax (954) 733-7325</u>	<u>Fax (954) 535-1892</u>

and if sent to the **CONSULTANT** shall be mailed to:

Company:	AE ENGINEERING, INC.
Attn:	Roderick Myrick P.E.
Address:	3333 W Commercial Blvd., Suite 106
	Fort Lauderdale, FL 33309
Tel:	561.632.5185
Email:	rod@aeengineeringinc.com

ARTICLE 27 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 28 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 29 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement hereof. CITY's consent to or approval of any act by CONSULTANT requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent act by CONSULTANT requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 30 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 31 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 32 - CONTRACT DOCUMENTS

The Contract documents are as follows: Request for Proposal, Proposer Submission, Contract, Exhibits, Addenda, All Representations, Warranties, to make this Contract.

ARTICLE 33 - DATES: This Contract shall be effective beginning April 1, 2023 notwithstanding it or some of the Contract documents being signed on a different date.

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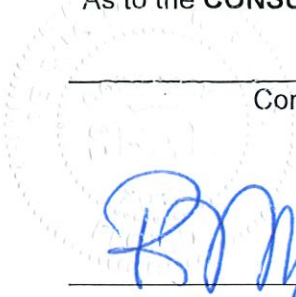
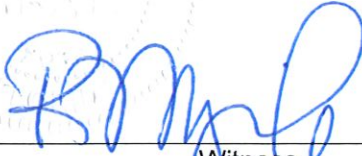
IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

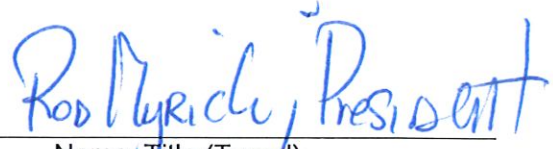
As to the **CONSULTANT** on the 27th day of June, 2023

AE Engineering, Inc.

Corporate Seal

Company



Witness


Name, Title (Typed)

As to the **CITY** on the 23 day of May, 2023

SEAL OF THE CITY OF LAUDERDALE LAKES

Seal Of The City


Venice Howard, City Clerk


Veronica Edwards Phillips, Mayor



APPROVED AS TO FORM


City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE