



## **CITY OF LAUDERDALE LAKES**

### **COMMUNITY REDEVELOPMENT AGENCY**

#### **NOTICE OF MEETING TO BE CONDUCTED BOTH IN PERSON AND THROUGH THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY (HYBRID MEETING)**

The City Commission of the City of Lauderdale Lakes, Florida will be conducting a Community Redevelopment Agency meeting held in part through the use of Communications Media Technology (CMT) and in-person attendance in accordance with City of Lauderdale Lakes Emergency Ordinance 2021-010. Adopted by the City Commission on December 8, 2020. The City of Lauderdale Lakes City Hall facility is open to the public for this meeting, subject to compliance with applicable City administrative policies, procedures and CDC guidance, which include, without limit, requirements for social distancing and the wearing of facial coverings. The public may also attend this meeting through the following access locations:

- Watch the meeting via Lakes Live TV
- Watch the meeting on Comcast Cable Channel 78
- Join the meeting via Zoom
- Join the meeting via telephone

#### **PUBLIC PARTICIPATION**

Any member of the public wishing to submit a petition from the public or make a public comment on an item may do so by submitting a public comment form prior to the meeting. The form can be accessed by visiting the City's Clerks webpage and by selecting City Commission/Workshops/CRA Meetings or by clicking the following link: <https://www.lauderdalelakes.org/FormCenter/City-Clerk-10/Public-Meeting-Comment-Form-58>. Members of the public can also email such to the City Clerk at [cityclerk@lauderdalelakes.org](mailto:cityclerk@lauderdalelakes.org) prior to 5:30 p.m. on April 19, 2022. You may call 954-535-2709 if you are not able to connect to the zoom meeting via the video link and would like to make a public comment. All submitted public petitions should be no more than two (2) minutes and will be read into the record of the meeting..

#### **\*\*INSTRUCTIONS FOR HYBRID MEETING AND PUBLIC PARTICIPATION\*\***

##### **Watch the meeting via Lakes Live TV:**

Go to [www.lauderdalelakes.org](http://www.lauderdalelakes.org)

Scroll down to Lakes Live TV

Select "Live" to watch it live or "On Demand" to watch it at a later date

##### **Watch the meeting via Comcast/Xfinity Channel 78:**

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting

**Join the meeting via Zoom:**

<https://us06web.zoom.us/j/83259589566>

**Join the meeting via telephone:**

US: 1 301 715 8592 or 1 312 626 6799

Meeting ID: 832 5958 9566

If any member of the public require additional information about the Community Redevelopment Agency Meeting or has questions about how to submit a public comment, please contact the City Clerk:

Venice Howard, City Clerk  
City of Lauderdale Lakes  
4300 NW 36th Street  
Lauderdale Lakes, FL 33319  
954-535-2707  
[cityclerk@lauderdalelakes.org](mailto:cityclerk@lauderdalelakes.org)



## City of Lauderdale Lakes

Office of the City Clerk

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

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

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### COMMUNITY REDEVELOPMENT AGENCY MEETING AGENDA

City Commission Chambers

April 19, 2022

5:30 PM

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. MINUTES FROM PREVIOUS MEETING**

**A. FEBRUARY 15, 2022 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES**

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

**5. EXECUTIVE DIRECTOR REPORT**

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

This is a report highlighting the CRA activities and projects during the month of March 2022.

**6. FINANCE DIRECTOR REPORT**

**A. CRA RESOLUTION 2022-007 RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2022, PERIOD 6 (MARCH)**

This resolution serves to ratify the March 2021-22 (Period 6) Financial Activity Reports provided by the Financial Services Department.

**7. CHAIRMAN REPORT**

**8. COMMITTEE REPORTS : STANDING**

**9. COMMITTEE REPORTS : AD HOC**

**10. LEGAL REPORT**

**11. OLD BUSINESS**

**12. NEW BUSINESS**

**A. CRA RESOLUTION 2022-008 AUTHORIZING THE EXECUTION OF THE FIRST MODIFICATION TO THE AGREEMENT WITH UNITEC, INC., EXTENDING THE CONTRACTUAL PROJECT COMPLETION DATE TO MARCH 15, 2023 RELATING TO THE CONSTRUCTION OF THE TRAILHEAD PARK**

This is a Resolution authorizing an amendment to the agreement with Unitec Inc for contractual services associated with the Trailhead Park Project.

**B. DISCUSSION REGARDING THE USE OF THE NEGOTIATED FUNDS FROM THE SALE OF CASSIA ESTATES HOMES DEVELOPED BY PULTE HOME COMPANY, LLC**

This is a discussion regarding the negotiated funds received as part of an agreement with Pulte

Home Company LLC for the Cassia Estates residential project.

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

**14. ADJOURNMENT**

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Chairperson Veronica Edwards Phillips - Vice-Chairperson Marilyn Davis  
Mayor Hazelle Rogers - Commissioner Karlene Maxwell-Williams - Commissioner Beverly Williams

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# CITY OF LAUDERDALE LAKES

## Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

FEBRUARY 15, 2022 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

Summary

Staff Recommendation

**Background:**

**Funding Source:**

**Fiscal Impact:**

**Sponsor Name/Department:**

**Meeting Date:** 4/19/2022

### ATTACHMENTS:

Description

Type

□ February 15, 2022 CRA Meeting Minutes

Minutes



**City of Lauderdale Lakes**  
Office of the City Clerk  
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599  
(954) 535-2705 - Fax (954) 535-0573

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**COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES**  
**City Commission Chambers**  
**February 15, 2022**  
**5:30 PM**

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**1. CALL TO ORDER**

Chairperson Veronica Edwards Phillips called the February 15, 2022 Hybrid Community Redevelopment Agency meeting to order at 5:30 p.m. and read the virtual meeting procedures into the record.

**2. ROLL CALL**

**PRESENT**

Chairperson Veronica Edwards Phillips  
Vice Chairperson Marilyn Davis  
Board Member Karlene Maxwell-Williams  
Board Member Hazelle Rogers  
Board Member Beverly Williams

**ALSO PRESENT**

CRA Administrator Phil Alleyne  
CRA Executive Director Celeste Dunmore  
CRA Attorney J. Michael Haygood  
CRA Secretary Venice Howard  
City Staff

**ABSENT**

Assistant City Manager Treasa Brown Stubbs

**3. MINUTES FROM PREVIOUS MEETING**

**A. JANUARY 18, 2022 COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES**

Board Member Beverly Williams made a motion to approve the January 18, 2022 CRA Meeting Minutes. There was a unanimous vote of approval.

Chairperson Veronica Edwards Phillips requested a roll call:

FOR: Chairperson Veronica Edwards Phillips, Vice Chairperson Marilyn Davis, Board Member Karlene Maxwell-Williams, Board Member Hazelle Rogers, Board Member Beverly Williams.

Motion passed: 5-0

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

There were no public comments.

**5. EXECUTIVE DIRECTOR REPORT**

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

This is a report highlighting the CRA activities and projects during the month of January 2022.

CRA Executive Director, Celeste Dunmore, provided an update on the following CRA projects:

Commerce Park / Somerset Drive - there have been thirty five homes sold, to date.

Commercial Facade Improvement Program - in connection with the program, a meeting will be held on February 23, 2022 with property owners to discuss the architectural guidelines.

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

Trailhead Park Project - the project is in the permitting phase.

Somerset Drive Roundabout Project - a meeting has been scheduled with the Purchasing department and Craven Thompson and Associates to select a contractor. Mr. George Gadsen will attend the February 22nd Workshop to provide the Commission with an update.

Chairperson Veronica Edwards Phillips asked what the responses were from the schools regarding the Global Groove project.

Ms. Dunmore stated that she will continue to reach out to the schools regarding their interest in the Global Groove project.

**6. FINANCE DIRECTOR REPORT**

**A. RESOLUTION 2022-003 RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2022, PERIOD 4 (JANUARY) FINANCIAL ACTIVITY REPORTS**

This resolution serves to ratify the January 2021-22 (Period 4) Financial Activity Reports provided by the Financial Services Department.

CRA Attorney, Michael Haygood, read CRA Resolution 2022-003 by title:

**CRA Resolution 2022-003**

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ('AGENCY') RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2022, PERIOD 4 (JANUARY) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Beverly Williams made a motion to move CRA Resolution 2022-003 to the floor for discussion. Vice Chairperson Marilyn Davis seconded the motion. There was a unanimous vote of approval.

Chairperson Edwards Phillips requested a roll call:

FOR: Chairperson Veronica Edwards Phillips, Vice Chairperson Marilyn Davis, Board Member Karlene Maxwell-Williams, Board Member Hazelle Rogers, Board Member Beverly Williams.

Director of Financial Services, Asheley Hepburn, informed the Board that the CRA revenue is 30% and the expenditure is 4% and that the CRA tax increment financing receipts will be received in December from the City, Broward County, North Broward Hospital District and Children's Services Council. The City has collected 97% of the \$3,970,895. The City's forbearance repayment to the CRA is budgeted at \$210,000 and payment was received from the City in January.

Mr. Hepburn further explained that Personnel Expenditures are less than the budget. Actuals are 24% of the budget through January 31, 2022. Operating Expenditures are under budget. Overall actual Operating Expenses are less than 1% of the budget through January 31, 2022. Capital Expenditures are under budget. Overall actual Capital Expenses are less than 0% of the budget through January 31, 2022. Debt Expenditures are slightly above the budget. Overall actual Debt Expenditures are 50% of the budget through January 31, 2022. The CRA's bank balances remain positive for a total of \$12,195,776 (Bank of America and Truist) and the current bank balances have increased compared to the balances of the same period last year (Prior year's balance: (\$10,007,338)).

Chairperson Veronica Edwards Phillips asked if there was any discussion.

Board Member Hazelle Rogers asked what attributed to the increase in funds from last year to this year.

Mr. Hepburn stated that there was an increase since a lot of money was not spent last year. A great deal of the money is going towards capital and the facade improvement project. The cash balance will decrease as the funds go towards those projects.

Chairperson Edwards Phillips asked if there was any more discussion. Hearing no discussion, Chairperson Edwards Phillips requested a motion to approve CRA Resolution 2022-003.

Board Member Hazelle Rogers made a motion to approve CRA Resolution 2022-003.

Chairperson Edwards Phillips requested a roll call:

FOR: Chairperson Veronica Edwards Phillips, Vice Chairperson Marilyn Davis, Board Member Karlene Maxwell-Williams, Board Member Hazelle Rogers, Board Member Beverly Williams.

Motion passed: 5-0

## **7. CHAIRMAN REPORT**

Chairperson Veronica Edwards Phillips thanked staff for all of the reports.

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

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

## **10. LEGAL REPORT**

## **11. OLD BUSINESS**

## **12. NEW BUSINESS**

### **A. CRA RESOLUTION 2022-004 AUTHORIZING A TEMPORARY EXCEPTION TO THE RESIDENTIAL PRESERVATION AND ENHANCEMENT PROGRAM PROVISIONS PERTAINING TO REIMBURSEMENT TO LOAN RECIPIENTS THAT OWN PROPERTY ALONG THE WEST SIDE OF NORTHWEST 30 TERRACE BETWEEN NW 39 STREET AND NORTHWEST 43 STREET**

This is a Resolution authorizing a temporary exception to the Residential Preservation and Enhancement Program provisions specifically pertaining to reimbursement to loan recipients that own property on the west side of Northwest 30 Terrace between NW 39 Street and NW 43 Street. A temporary exception to comply with the NW 31 Avenue Overlay District fencing requirements would be granted for loan recipients until such time the NW 31 Avenue Overlay District designated amortization period for compliance has lapsed.

CRA Attorney, Michael Haygood, read CRA Resolution 2022-004 by title:

CRA Resolution 2022-004

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AN EXCEPTION TO THE TERMS OF THE RESIDENTIAL PRESERVATION AND ENHANCEMENT AGREEMENT FOR CERTAIN LOAN RECIPIENTS FROM THE REQUIREMENT THAT THEY COMPLY WITH THE NW 31ST AVENUE OVERLAY DISTRICT RELATING TO THE REMOVAL OF CERTAIN FENCES; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Beverly Williams made a motion to move CRA Resolution 2022-004 to the floor for discussion. Vice Chairperson Marilyn Davis seconded the motion. There was a unanimous vote of approval.

Chairperson Edwards Phillips requested a roll call:

FOR: Chairperson Veronica Edwards Phillips, Vice Chairperson Marilyn Davis, Board Member Karlene Maxwell-Williams, Board Member Hazelle Rogers, Board Member Beverly Williams.

CRA Executive Director, Celeste Dunmore, stated that this resolution serves to authorize a temporary exception to the Residential Preservation and Enhancement Program (RPEP) provisions specifically pertaining to reimbursement to loan recipients that own property on the west side of Northwest 30 Terrace between NW 39 Street and NW 43 Street. To encourage redevelopment, the Lauderdale Lakes CRA allocated funds specifically focused on facade improvements and associated exterior features. The CRA provides reimbursement up to 80% of eligible pre-approved project improvements not to exceed the budget allocation (up to \$44,000 per home). The program is a reimbursement program in which funds will be paid to the loan recipient after the entire project is complete and the required supporting documentation is submitted. As part of the reimbursement requirements, the loan recipient must also comply fully with the Northwest 31 Avenue Overlay District regulations.

Ms. Dunmore further stated with consideration to the proposed NW 31 Avenue Buffer Wall, it is recommended that the RPEP loan recipients that have interconnected chain linked fences be granted a temporary exception to comply with the NW 31 Avenue Overlay District regulations because the new fence that the property owner would have to install to achieve compliance could potentially be removed if the proposed buffer is built. This exception would be granted for a period not to exceed the remaining amortization period established through the NW 31 Avenue Overlay District regulations.

Board Member Hazelle Rogers asked since the CRA is fully reimbursing the property owners, would a notice reminder be given to them if they decide to sell.

CRA Attorney, Michael Haygood, stated that a memo agreement will be recorded in the public records.

Chairperson Edwards Phillips asked if there was any more discussion. Hearing no discussion, Chairperson Edwards Phillips requested a motion to approve CRA Resolution 2022-004.

Vice Chairperson Marilyn Davis made a motion to approve CRA Resolution 2022-004.

Chairperson Edwards Phillips requested a roll call:

FOR: Chairperson Veronica Edwards Phillips, Vice Chairperson Marilyn Davis, Board Member Karlene Maxwell-Williams, Board Member Hazelle Rogers, Board Member Beverly Williams.

Motion passed: 5-0

**B. CRA RESOLUTION 2022-005 AUTHORIZING THE SUBMISSION OF A MINOR SITE PLAN MODIFICATION FOR THE TRAILHEAD PARK TO THE CITY OF LAUDERDALE LAKES FOR ADMINISTRATIVE REVIEW**

This is a Resolution authorizing the submission of a minor Site Plan modification to the City of Lauderdale Lakes for review and approval.

CRA Attorney, Michael Haygood, read CRA Resolution 2022-005 by title:

**CRA Resolution 2022-005**

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE SUBMISSION OF A MINOR SITE PLAN MODIFICATION FOR THE TRAILHEAD PARK TO THE CITY OF LAUDERDALE LAKES FOR ADMINISTRATIVE REVIEW; DIRECTING AND AUTHORIZING THE CHAIRPERSON AND SECRETARY TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; ADOPTING REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Board Member Beverly Williams made a motion to move CRA Resolution 2022-005 to the floor for discussion. Vice Chairperson Marilyn Davis seconded the motion. There was a unanimous vote of approval.

Chairperson Edwards Phillips requested a roll call:

FOR: Chairperson Veronica Edwards Phillips, Vice Chairperson Marilyn Davis, Board Member Karlene Maxwell-Williams, Board Member Hazelle Rogers, Board Member Beverly Williams.

CRA Executive Director, Celeste Dunmore, stated that the Redevelopment Plan contemplates several redevelopment themes and special projects on NW 31 Avenue that capitalize on its strategic location and proximity to the schools and recreational amenities. During the public participation process, the citizens identified the need for a Trailhead Park to complement the C-13 Greenway and add a neighborhood park in the City of Lauderdale Lakes. As a result, the CRA acquired a lot at the northeast corner of NW 31 Avenue and NW 39 Street.

Ms. Dunmore further stated that in 2021, Unitec was selected as the contractor to construct the Trailhead Park. Kimley-Horn and Associates working in collaboration with the contractor throughout the permitting and construction phase. Professional services include reviewing show drawings to be consistent with the plans, revising plans, providing plan and specification clarification, responding to inquiries during the permitting phase and construction administration to the end of the Trailhead Park project. To date, Unitec has submitted the plans to the Building Services Division. Comments have been received from each of the plan reviewers. After meeting with the plan reviewers, it has been determined that the Trailhead Park site plan needs to be revised to address comments related to parking.

Vice Chairperson Marilyn Davis asked about if the access gate at the 31 Avenue entrance was necessary due to it being a highly travelled street and she is concerned if children run out.

Ms. Dunmore stated that per the fire department, there has to be two ways to exit the property. Children will not be able to easily exit as there is a panic lock.

Chairperson Edwards Phillips asked if there was any more discussion. Hearing no discussion, Chairperson Edwards Phillips requested a motion to approve CRA Resolution 2022-005.

Vice Chairperson Marilyn Davis made a motion to approve CRA Resolution 2022-005.

Chairperson Edwards Phillips requested a roll call:

FOR: Chairperson Veronica Edwards Phillips, Vice Chairperson Marilyn Davis, Board Member Karlene Maxwell-Williams, Board Member Hazelle Rogers, Board Member Beverly Williams.

Motion passed: 5-0

**C. CRA RESOLUTION 2022-006 AUTHORIZING THE EXECUTION AND SUBMISSION OF THE REQUIRED APPLICATION TO BROWARD COUNTY FOR A SURFACE WATER MANAGEMENT LICENSE IN CONNECTION WITH THE PROPOSED TRAILHEAD PARK ON THE NORTHEAST CORNER OF NORTHWEST 31 AVENUE AND NORTHWEST 39 STREET**

This Resolution authorizes the execution and submission of the Surface Water Management Licenses Application to Broward County for the proposed Lauderdale Lakes Community Redevelopment Agency (CRA) Trailhead Park.

CRA Attorney, Michael Haygood, read CRA Resolution 2022-006 by title:

**CRA Resolution 2022-006**

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION AND SUBMISSION OF THE REQUIRED APPLICATION TO BROWARD COUNTY FOR A SURFACE WATER MANAGEMENT LICENSE IN CONNECTION WITH THE PROPOSED TRAILHEAD PARK ON THE NORTHEAST CORNER OF NORTHWEST 31 AVENUE AND NORTHWEST 39 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.

Board Member Beverly Williams made a motion to move CRA Resolution 2022-006 to the floor for discussion. Vice Chairperson Marilyn Davis seconded the motion. There was a unanimous vote of approval.

Chairperson Edwards Phillips requested a roll call:

FOR: Chairperson Veronica Edwards Phillips, Vice Chairperson Marilyn Davis, Board Member Karlene Maxwell-Williams, Board Member Hazelle Rogers, Board Member Beverly Williams.

CRA Executive Director, Celeste Dunmore, stated that this resolution authorizes the execution and submission of the Surface Water Management Licenses Application to Broward County for the proposed Lauderdale Lakes Community Redevelopment Agency (CRA) Trailhead Park. Broward County Code of Ordinances states if there is a construction project or modification at a particular site, they require the entity to submit a Surface Water Management License Application.

Ms. Dunmore further stated that staff has reached out to Broward County and is awaiting a response. In order to avoid delays, she is asking for the Board's permission to submit an application for review and approval from Broward County.

Chairperson Edwards Phillips asked if there was any discussion. Hearing no discussion, Chairperson Edwards Phillips requested a motion to approve CRA Resolution 2022-006.

Vice Chairperson Marilyn Davis made a motion to approve CRA Resolution 2022-006.

Chairperson Edwards Phillips requested a roll call:

FOR: Chairperson Veronica Edwards Phillips, Vice Chairperson Marilyn Davis, Board Member Karlene Maxwell-Williams, Board Member Hazelle Rogers, Board Member Beverly Williams.

Motion passed: 5-0

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

Chairperson Veronica Edwards Phillips thanked staff for the Black History Month celebratory decor in the Commission Chambers.

Vice Chairperson Marilyn Davis stated that applications are still being accepted for anyone who wants to participate in the Black History Month Parade.

Board Member Beverly Williams spoke about the traffic at certain points in the city and invited everyone to attend the Black History Month Parade on February 19th at 9 a.m.

**14. ADJOURNMENT**

There being no further business to come before the CRA Board, the meeting adjourned at 6:23 p.m.

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Veronica Edwards Phillips, Chairperson

ATTEST:

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Venice Howard, CMC, Secretary



## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

REPORT FROM THE CRA EXECUTIVE DIRECTOR

Summary

This is a report highlighting the CRA activities and projects during the month of March 2022.

Staff Recommendation

#### **Background:**

(See attached Executive Director's Report)

#### **Funding Source:**

Not applicable

#### **Fiscal Impact:**

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

**Meeting Date:** 4/19/2022

#### **ATTACHMENTS:**

Description	Type
☐ CRA Executive Director Report - Month of March 2022 1 of 2	Backup Material
☐ CRA Executive Director Report - Month of March 2022 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 MARCH 2022.

### **Commerce Park / Somerset Drive**

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

- At the Broward County Planning Council Meeting held on August 24, 2018, the Planning Council approved the recertification of the Future Land Use Plan Element.
- As part of the pre-development process, the CRA facilitated the request to vacate Broward County's utility easement. This required the abandonment of water/sewer lines, along with the removal of fire hydrants. Hinterland Group was selected as the contractor to complete the project and provide as-built drawings. After three rounds of comments to make corrections on the drawings, Broward County approved the as-built drawings for the Water and Sewer Lines Abandonment Project.
- The City's Development Review Committee (DRC) met with representatives of American Land Ventures to provide comments on the proposed residential development. Additional information was requested to address comments regarding the proposed models, floor plans, elevations and roofing plan. These matters were addressed and approved by the DRC. The application for Rezoning and Site Plan approval was submitted for Planning and Zoning (P&Z) Board review. The request for site plan approval was heard before the P&Z Board on Thursday, June 27, 2019. The item was tabled with a request to obtain additional information on the Cassia Estates project. The agenda item was approved by the P&Z Board with comments on July 11, 2019. On February 26, 2019, the CRA Board approved the execution of the applications for the vacation petitions and Surface Water Management License. A Commission Workshop was held to discuss the Site Plan and Development Agreement. Discussion ensued regarding drainage, a perimeter wall and related matters. As a result, a new set of drawings had to be submitted to incorporate the revisions. The Mayor and Commissioners approved the Site Plan and Development Agreement on September 10, 2019. At the Broward County Commission Meeting held on Tuesday, December 3, 2019, the vacation of easement request pertaining to Somerset Plaza Plat was approved. CRA Board approved execution of the South Florida Water Management District Water Use Permit. At the CRA Board Meeting held on Tuesday, December 17, 2019, the American Land Ventures representative shared information on homes built by the PulteGroup and subsequently assigned the existing contract to the PulteGroup. The vacation of easement request for Tri-City Plat was approved at the County Commission Meeting on January 7, 2020. The Community Redevelopment Agency closed on the property with Pulte Home Company, LLC.
- The Pulte Home Company, LLC representatives presented the Cassia Estates project, to the members of the P&Z Board, for final Site Plan approval. A favorable recommendation was received by the P&Z Board. The City Commission approved the Site Plan and Developer Agreement with Pulte Home Company, LLC to construct 84 single family homes.
- To gather interest, Cassia Estates is now on Pulte Homes' website. The wall is in place. The models are being constructed. Quick Move-In Homes are part of the project.
- Interested individuals can join the VIP Interest List to be the first to hear about upcoming milestones, special events and promotions. Pulte Homes participates in the Hometown Heroes program whereby prospective homeowners can receive a \$2,000 incentive by purchasing a new Pulte home.
- In support of the initial Memorandum of Understanding, an update on the project was sent to the Housing Foundation of America and Neighborhood Housing Services representative. NHS communicated further with Pulte Homes' representatives regarding homeownership opportunities.

### **Update:**

- **To date, there have been ten closings out of the 48 homes sold.**

### **Educational and Cultural Center Programming**

- The Community Redevelopment Agency through the Business First! Initiative is designed to provide resources, training and networking opportunities at the Educational and Cultural Center (ECC) in partnership with the City of Lauderdale Lakes. Under the Business First! Initiative, the Business Assistance Program offers a two track path that provides technical and financial services. The Lauderdale Lakes Educational and Cultural Center is utilized as an entrepreneurial hub to provide those services and host activities in the Computer Center, Business Resource Center and Auditorium. At the onset of the COVID-19 outbreak, the ECC was closed. Until further notice, in-person business sessions at the ECC will not be held. However, business owners can receive free virtual consultation through the Business Consultation Program. Also, staff is facilitating virtual business sessions and events throughout the year. The 2021 survey was sent to businesses via the business tax renewal notices and online platform to gather input on needed services. Information regarding the ARPA Business Programs were shared with the business community.

#### **Update:**

- During the month of March, a virtual session was held in recognition of women owned businesses. Future sessions and programs will be scheduled and announced by the Economic Development Manager.

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

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

#### **Update:**

- A meeting was held to obtain feedback on architectural design standards for the commercial district.

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

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

- NW 31 Avenue Overlay District (*Tanya Davis Hernandez, Fernando Leiva and Stephen Smith*)  
On January 17, 2019, a Commission Workshop was held to discuss the NW 31 Avenue Neighborhood Enhancement Project designed to adopt standards related to property maintenance, storage, vehicular parking and landscaping. The City developed provisions that are unique to the targeted area. Subsequently, the Planning and Zoning Board approved the NW 31 Avenue Overlay District regulations on September 24, 2020. The NW 31 Avenue Overlay District regulations were approved at the Commission Meeting on October 13, 2020 (First Reading) and October 27, 2020 (Second Reading).
- CRA Residential Preservation and Enhancement Program (RPEP) (*Celeste Dunmore*)  
The Program Design, including home improvement options, was presented to the CRA Board for review in October 2019. The City's NW 31 Avenue Overlay District was approved on October 27, 2020. The Program Design was approved in January 2021. The contractual documents were approved in February 2021 and subsequently amended in May 2021. The program was launched in March 2021. Staff sent out communication to property owners and a sign was installed in the area. RPEP applications were due on April 22. The CRA Board approved the allocation of funds for nine properties. The RPEP Notice to Proceed was issued for 7 out of 9 properties. Two owners did not want to adhere to the adopted NW 31 Avenue Zoning District regulations within the program cycle. There was a delay due to unexpected circumstances (*i.e. material shortages*).

Update: Four RPEP home improvements are complete. Final NW 31 Avenue Overlay District regulations compliance review is underway.

### **Town Center Master Plan Development**

One of the redevelopment objectives is to create a vibrant transit oriented mixed-use district designed as a compact and walkable town center that provides the social, cultural and commercial focus for existing and future residents. The facilitation of new development could result from adding new retail in underutilized commercial spaces and vacant land. Staff coordinated introductory meetings with property owners to share the redevelopment goals of the Lauderdale Lakes Community Redevelopment Agency. The Commercial Facade Improvement Program and Development Assistance Program was presented to developers, property owners and related corporate representatives. Staff continued to identify and promote funding opportunities to achieve the CRA's redevelopment goals. The Retail Strategies LLC representatives, hired by the City of Lauderdale Lakes to support real estate transactions for retail and other establishments, created a marketing plan that can be used for business recruitment efforts. The CRA Board approved the amended Development Assistance Program which is now available for review and consideration on the website. The CRA Board approved the firm that will be developing architectural design standards for the commercial corridor.

#### **Update:**

- Viable projects will be presented through the regulatory process.

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

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

The CRA staff worked with a consultant to prepare a Capital Improvement Program (CIP) Master Plan by evaluating the existing projects, identifying costs associated with new projects and developing a strategic funding strategy over a three year period. The proposed projects that were accepted by the CRA Board to incorporate in the plan are NW 31 Avenue Buffer Wall, Westgate (South) Streetscape, NW 30 Terrace Roadway Improvement, Comprehensive Signage, Trailhead Park (existing) and Somerset Drive Roundabout (existing). Once adopted in the Redevelopment Plan, staff will facilitate the projects. Preliminary concepts were accepted by the CRA Board. The CIP Master Plan was presented for discussion in November 2021.

#### **Update:**

- A request to modify the CRA Plan will be conducted in accordance with Florida Statute 163.361. Information will be developed for the solicitation needed to update the Redevelopment Plan.

### **COVID-19 Update**

With the onset of the COVID-19 pandemic, staff expanded outreach efforts to communicate directly with business owners, provide information on available business resources (i.e. grants and loans), and promote virtual sessions focused on economic recovery. There was a major economic impact on the commercial district. The CRA Administration acted quickly to get information to businesses, particularly those businesses that were ordered to be closed. Staff continues to assess the economic state of the business community and identify solutions. American Rescue Plan Act funding is available for eligible business owners. CRA provides technical support.

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

- 3/1-31/2022 Communicated with corporate representatives regarding CRA programs
- 3/02/2022 Participated in Budget Meeting
- 3/03/2022 Attended virtual Small Business Administration (SBA) Loans 101 session
- 3/07-08/2022 Attended virtual Commission Workshop; Commission Meeting

- 3/08-09/2022 Participated in Strategic Planning Session
- 3/08/2022 Met to discuss Architectural Design Standards Manual
- 3/10/2022 Attended virtual Small Business Administration (SBA) Loans 201
- 3/14/2022 Florida League of Cities Webinar Series - Legislative Session
- 3/16/2022 Met to discuss Capital Improvement Program Projects
- 3/21-22/2022 Attended virtual Commission Workshop; Commission Meeting
- 3/23/2022 Met to discuss Town Hall Meeting with Businesses
- 3/29/2022 Attended FPP Session Financial Practitioners
- 3/29/2022 Attended Global Groove Activity (Youth Program)
- 3/29/2022 Attended in Fireside Chat – Business & Community
- 3/30/2022 Attended Global Groove Activity (Teen Program)

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

**ADOPTED RESOLUTIONS / CONSENSUS ITEMS:**

There was no meeting in March 2022.

# CRA EXECUTIVE DIRECTOR MONTHLY REPORT – (Project Update – As of April 1, 2022)

Item #	Project Manager	Project Name	Project Description	Project Phase	Approx. Total Allocation	Estimated Completion Date	Status Update
<b>Community Redevelopment Agency Projects</b>							
1	Ronald Desbrunes (PW)	Trailhead Park Project	Development of the Trailhead Park	Construction	\$4,950 (3-D Model) + \$25,000 (Construction Plan)	<u>COMPLETE</u> 3D Model December 2020 <u>Construction</u> June 2022	Kimley Horn and Associates (KHA)/Unitec, Inc CRA Board approved 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 design-build solicitation. Kimley-Horn and Associates was approved. 100% of the construction plans were complete. A 3-D image was approved and developed. The Site Plan Application was approved by the City Commission. The solicitation was released and bids were received on April 30, 2021. The CRA Board approved Unitec, Inc as the contractor. An introductory meeting was held. The project is in the permitting phase.
2	N/A	Trailhead Park Mural and Enhancement Project	Installation of Mural and Pedestal	Design	\$93,925 (Outreach /Artwork)	<u>Installation</u> December 2022	<u>George Gadson Studios</u> CRA Board approved George Gadson, Artist, to design art mural at the Trailhead Park with input from the community. Community input was sought thru public outreach meetings. Concepts were presented. The artist will work with the contractor once the project begins.
3	Ronald Desbrunes (PW)	CRA CIP Master Plan	Development of CIP Master Plan	Development	\$58,200 (CIP Master Plan)	<u>COMPLETE</u> November 2021	<u>Kimley Horn and Associates (KHA)</u> CRA Board approved professional services. The CRA Board reviewed the proposed CIP Plan. Solicitation for plan update will be developed.
4	Ronald Desbrunes (PW)	Somerset Drive Roundabout Project	Installation of the roundabout and associated improvements on Somerset Drive	Design/ Engineering Services	\$82,820 (design) + \$5,310 (First Modification)	<u>COMPLETE</u> <u>Design/Plans</u> May 2022 <u>Construction</u> January 2023	<u>Craven Thompson &amp; Associates</u> The CRA Board approved the service agreement. The Board selected ledgestone with pavers and two tiered landscaping. The Agreement was modified to include landscaping. Broward County UAZ project is complete. The solicitation is being developed, in the meantime. Plans will be resubmitted to Broward County and City for approval.

**Community Redevelopment Agency Partially Funded Project**

1	Maqsood Nasir (ECM)	Northwest 31 Avenue Roadway Improvement Project	Installation of sidewalk, landscaping, pedestrian crosswalk and pedestrian lighting	Construction	<p>\$257,000/Up to approx. \$50,890 for post design services;</p> <p>\$200,000 for project improvement (lighting)</p> <p>\$41,000 (Construction)</p> <p>\$9,890 (First Modification)</p> <p>\$8,570 (Second Modification)</p>	June 2022	<p><u>McMahon Associates, Inc/</u> <u>Continental Construction USA</u></p> <p>Received Complete Streets Committee approval; Coordinated design and construction conflicts with FDOT; FDOT approved plans; CRA Board approved engineering services during construction. A pre-construction meeting was held onsite with Continental Construction USA, McMahon Associates, Broward County and FDOT. Additional funds were requested to resolve an unexpected issue. The project completion date has been extended to June 2022. The lighting features have been installed. It was discovered that the electrical conduits have to be extended further along NW 39 Street. This project is nearing completion.</p>
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PW – Public Works

ECM – Engineering and Construction Management

FDOT – Florida Department of Transportation

ITB – Invitation to Bid

NTP – Notice to Proceed

# CITY OF LAUDERDALE LAKES

## Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

### Title

CRA RESOLUTION 2022-007 RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2022, PERIOD 6 (MARCH)

### Summary

This resolution serves to ratify the March 2021-22 (Period 6) Financial Activity Reports provided by the Financial Services Department.

### Staff Recommendation

#### Background:

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

#### Section 82-304 – Financial Reporting

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

Staff recommends the CRA Board of Directors accept the filing of the City's Fiscal Year 2021-22 Financial Activity Reports for the month of March 2021-22 (Period 6).

#### Funding Source:

Not Applicable

#### Fiscal Impact:

Not Applicable

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

**Meeting Date:** 4/19/2022

#### ATTACHMENTS:

Description	Type
☐ Resolution 2022-007 CRA Financial Report	Resolution
☐ Exhibit - Financial Report Period 6 (March)	Exhibit



CRA RESOLUTION 2022-007

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") RATIFYING THE CITY MANAGER'S FILING OF THE AGENCY'S FISCAL YEAR 2022, PERIOD 6 (MARCH) FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE AGENCY'S ADOPTED FINANCIAL INTEGRITY PRINCIPALS AND FISCAL POLICIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Manager's Office has recommended, and the Commissioners of the Agency have accepted such recommendation that the fiscal affairs of the Agency should be conducted in a manner which is open and 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 2022, Period 6 (March) Financial Activity Report, as prepared by the Department of Financial Services.

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

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING HELD APRIL 19, 2022.

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VERONICA EDWARDS-PHILLIPS, CHAIRPERSON

ATTEST:

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VENICE HOWARD, MPA, CMC, SECRETARY

VOTE:

Chairperson Veronica Edwards Phillips	____(For)	____(Against)	____(Other)
Vice Chairperson Marilyn Davis	____(For)	____(Against)	____(Other)
Commissioner Karlene Maxwell-Williams	____(For)	____(Against)	____(Other)
Commissioner Hazelle Rogers	____(For)	____(Against)	____(Other)
Commissioner Beverly Williams	____(For)	____(Against)	____(Other)

**CITY OF LAUDERDALE LAKES**  
**FY 2022 Financial Report as of 3/31/2022**  
**(50% of year elapsed)**

## Community Redevelopment Agency (CRA)

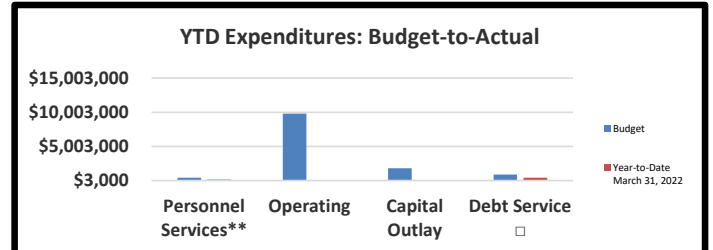
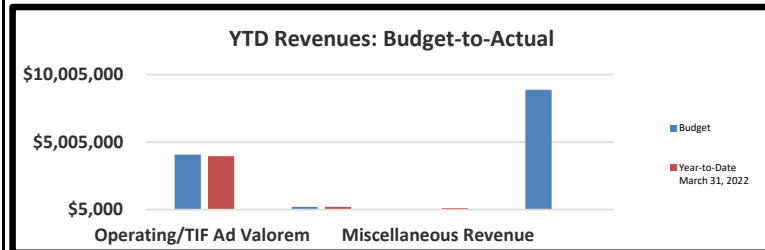
109 CRA Trust Fund Revenues	Budget	Year-to-Date March 31, 2022	% Credited
Operating/TIF Ad Valorem	\$4,086,576	\$3,970,895	97%
Forbearance Agreement	\$210,000	\$210,000	100%
Miscellaneous Revenue	\$10,500	\$100,938	961%
Reappropriated Trust Fund Balance	\$8,882,166	\$0	0%
<b>Total</b>	<b>\$13,189,242</b>	<b>\$4,281,833</b>	<b>32%</b>

109 CRA Trust Fund Expenses	Budget	Year-to-Date March 31, 2022	% Spent
Personnel Services**	\$422,327	\$162,203	38%
Operating	\$9,787,087	\$90,697	1%
Capital Outlay	\$1,802,500	\$850	0%
Debt Service □	\$877,328	\$437,414	50%
<b>Total</b>	<b>\$13,189,242</b>	<b>\$691,164</b>	<b>5%</b>

\*\*Includes cell & auto allowances

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



**Note(s):**

- The TIF Ad valorem revenue budgeted from the City (\$2.153 mill.), Broward County (\$1.379 mill.), Children's Svcs Council (\$117K), and N. Broward Hosp District (\$320K).

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

- Debt Service payments for FY 2022:

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

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

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

Next Debt Service Payment:

April 2022

June 2022

Principal Bal. as of March 31 2022:

\$1,637,975

\$425,910

Additional Revenue Due to CRA Trust Fund		Cash Management	
\$2,568,031	Forbearance Agreement	\$11,945,242	Accounts - Bank of America
(\$2,080,000)	Payments to date	\$245,090	Accounts - SunTrust
\$488,031	Balance as of 3/31/2022	\$12,190,332	CRA Trust Fund

•final payment: January 2026

\*Data as of 03/14/2022

### Budget Amendment(s) as of March 31, 2022

None

**Asheley Hepburn, MPA**

Director, Financial Services

**4/14/2022**

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 March 31, 2022**

**50% of year elapsed**  
**Data as of: 4/14/2022**

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### **CRA Revenue 32%; Expenditure 5%**

- CRA receipts were received in December from the City, Broward County, North Broward Hospital District and Children's Services Council. The city has collected 97% at \$3,970,895, which represents payment prior to the due date and results in the tax payer receiving a discount.
- City's forbearance repayment to the CRA is budgeted at \$210,000. Payment was received from the City in January and the agreement expires in January 2026.
- The CRA Miscellaneous revenues balance of \$100,938 as a result of payments from the developer of Cassia Estates, Pulte Homes realized year to date as of March 31, 2022.
- Expenditures year-to-date include salaries, operating costs, capital and debt and interest payments for the CRA's Obligation Loans #91, and #117. The first payment on Loan #91 was made in October 2021 and the second payment will be made in April 2022. Loan #117 was paid in December 2021 and has one payment remaining in June 2022.
- Summary of Budget VS Actual:
  - **Personnel Expenditures** are less than the budget. Actuals are 38% of the budget through March 31,, 2022. There are four (4) positions: Executive Director, Economic Development Manager, Administrative Coordinator, and Staff Assistant (vacant).
  - **Operating Expenditures** are under budget. Overall actual Operating Expenses are less than 1% of the budget through March 31,, 2022.
  - **Capital Expenditures** are under budget. Overall actual Capital Expenses are 0% of the budget through March 31,, 2022.
  - **Debt Expenditures** are equal to the budget. Overall actual Debt Expenditures are 50% of the budget through March 31, 2022. The actuals include 1<sup>st</sup> payment of Note 91 and 117 for the fiscal year.

### **CRA Cash Management**

- CRA's bank balances remain positive for a total of \$12,190,242 (Bank of America, and Trust (formerly SunTrust). Please note funds included in the SBA-Local Gov't Investment Pool were deposited into the Bank of America account and the SBA-Local Gov't Investment Pool account was closed.
- Current bank balances have increased compared to the balances of the same period last year (Prior year balance: \$9,850,205.82).

### **CRA Projects/Initiatives**

- Executive Director will discuss the projects and initiatives.

### **CRA Budget Transfers/Amendments**

None at this time.

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title
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CRA RESOLUTION 2022-008 AUTHORIZING THE EXECUTION OF THE FIRST MODIFICATION TO THE AGREEMENT WITH UNITEC, INC., EXTENDING THE CONTRACTUAL PROJECT COMPLETION DATE TO MARCH 15, 2023 RELATING TO THE CONSTRUCTION OF THE TRAILHEAD PARK
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Summary
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This is a Resolution authorizing an amendment to the agreement with Unitec Inc for contractual services associated with the Trailhead Park Project.

Staff Recommendation
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#### **Background:**

The Redevelopment Plan contemplates several redevelopment themes and special projects on NW 31 Avenue that capitalize on its strategic location and proximity to the schools and recreational amenities. During the public participation process, the citizens identified the need for a Trailhead Park to complement the C-13 Greenway. As a result, the CRA acquired a lot at the northeast corner of NW 31 Avenue and NW 39 Street. This .22 acre lot was identified as an ideal location to construct a park that, conceptually, will include the following elements:

- Flat Surface, Xeriscape Landscaping/Planters
- Privacy Wall (northern side of property)
- Artistic Pavement
- Amenities/Equipment for Trail Users, Interactive Feature for Children
- Service for Bicycles, Limited Parking Spaces

Staff recommended the construction of the Trailhead Park to add open space in the CRA area. A professional service agreement with Kimley-Horn and Associates for pre-construction services was approved on April 16, 2019 and subsequently in October 19, 2021 for construction services. In June 15, 2021, Unitec Inc. was selected as the contractor for the Trailhead Park Project.

To date, the contractor is moving through the permitting phase of the project and providing plan revisions in response to comments from Building Services. Additionally, the consultant for the project has submitted the application and plans for the Surface Water Management License through Broward County. An extension to March 15, 2023 is requested to allow adequate time to obtain the permits from both entities and complete the project. In the interest of time and funding, the contractor has purchased and acquired certain items that will be situated in the Trailhead Park.

#### **Related Agenda Item:**

#### CRA RESOLUTION 2021-022

RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AWARDING INVITATION TO BID (ITB) #21-6310-08B AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND UNITEC, INC. TO COMPLETE THE TRAILHEAD PARK PROJECT FOR AN AMOUNT NOT TO EXCEED \$448,264.49

Recap: The Resolution was adopted by the CRA Board.

#### **Funding Source:**

Not Applicable

#### **Fiscal Impact:**

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

**Meeting Date:** 4/19/2022

**ATTACHMENTS:**

Description	Type
☐ CRA Resolution 2022-008 Authorizing First Modification Agreement with Unitec Inc for Trailhead Park	Resolution
☐ Exhibit A to CRA Resolution 2022-008 First Modification Agreement with Unitec Inc for Trailhead Park	Exhibit
☐ Unitec Contract for Trailhead Park	Backup Material

CRA RESOLUTION 2022-008

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE FIRST MODIFICATION TO THE AGREEMENT WITH UNITEC, INC., EXTENDING THE CONTRACTUAL PROJECT COMPLETION DATE TO MARCH 15, 2023 RELATING TO THE CONSTRUCTION OF THE TRAILHEAD PARK; 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 and Unitec, Inc. (the "Contractor") entered into an Agreement for the construction of the Trailhead Park (the "Original Contract"); and

WHEREAS, the Contractor and the Agency wish to extend the Termination Date through March 15, 2023 upon the same terms and conditions as the Original Contract.

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 First Modification to the Agreement extending the Termination Date through March 15, 2023 substantially in the

form of Exhibit "A".

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

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING HELD APRIL 19, 2022.

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VERONICA EDWARDS PHILLIPS, CHAIRPERSON

ATTEST:

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VENICE HOWARD, CMC, SECRETARY

VOTE:

Chairperson Veronica Edwards Phillips	____(For)	____(Against)	____(Other)
Vice Chairperson Marilyn Davis	____(For)	____(Against)	____(Other)
Commissioner Karlene Maxwell-Williams	____(For)	____(Against)	____(Other)
Commissioner Hazelle Rogers	____(For)	____(Against)	____(Other)
Commissioner Beverly Williams	____(For)	____(Against)	____(Other)



FIRST MODIFICATION TO  
AGREEMENT BY AND BETWEEN  
UNITEC, INC  
AND  
LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY

THIS FIRST MODIFICATION TO AGREEMENT made and entered into this \_\_\_\_ day of April, 2022, by and between the UNITEC, INC., a Florida corporation (hereinafter referred to as the "Contractor"), and LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as "Agency").

**WHEREAS**, on or about June 15, 2021, the Contractor and Agency entered into a construction contract (the "Original Contract") whereby the Consultant agreed to construct the Trailhead Park ("Project"); and

**WHEREAS**, the Consultant and Agency desire to extend the Project completion date.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1: The Project completion date of the Original Contract is amended to provide that the Project completion date is hereby extended to on or before March 15, 2023.

Section 2. Except as provided herein, all other terms, conditions and provisions of the Agreement remain unchanged and are hereby ratified and confirmed.

Section 3. This First Modification may be signed in counterparts and electronically signed and furnished via email or facsimile, which shall act as an original of this modification.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Modification to the Construction Contract between Unitec, Inc. and Lauderdale Lakes Community Redevelopment Agency.

UNITEC, INC.,  
a Florida corporation

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

LAUDERDALE LAKES COMMUNITY  
REDEVELOPMENT AGENCY

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

CRA RESOLUTION 2021-022

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AWARDING INVITATION TO BID (ITB) #21-6310-08B AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY AND UNITEC, INC. TO COMPLETE THE TRAILHEAD PARK PROJECT FOR AN AMOUNT NOT TO EXCEED \$448,264.49; 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, on behalf of the Lauderdale Lakes Community Redevelopment Agency, the City of Lauderdale Lakes sought competitive bids from qualified contractors pursuant to ITB #21-6310-08B, and Unitec, Inc. was deemed to be a responsive and responsible bidder, with a bid of \$448,264.49; and

WHEREAS, the Agency desires to award Invitation to Bid #21-6310-08B to Unitec, Inc. to complete the Trailhead Park Project for an amount not to exceed \$448,264.49; and

WHEREAS, the Agency Staff recommends that the Agency enter into an agreement with the Contractor.

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 Agreement between the Agency and Unitec, Inc. attached hereto as Exhibit "A: or an amount not to exceed \$448,264.49 for the Trailhead Park Project.

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 ON JUNE 15, 2021.

  
MARILYN DAVIS, CHAIRPERSON

ATTEST:

  
VENICE HOWARD, CMC, SECRETARY



VOTE:

APPROVED

Chairperson Marilyn Davis	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Vice Chairperson Veronica Edwards Phillips	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Karlene Maxwell-Williams	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Hazelle Rogers	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Beverly Williams	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)





## LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into as of this 15<sup>th</sup> day of June, 2021, between the LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (Agency), and UNITEC, Inc., a Florida corporation (CONTRACTOR), (Parties).

WHEREAS, the AGENCY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No.21-6310-08B, for the completion of the Trailhead Park, which closed on April 30, 2021; and

WHEREAS, THE CONTRACTOR submitted the best bid in response to the Invitation to Bid

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

### **ARTICLE 1 - DEFINITIONS**

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

**1.1 Agreement** - The written agreement between AGENCY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

**1.2 Change Order** - A document which is signed by the AGENCY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

**1.3 Agency** - The Lauderdale Lakes Community Redevelopment Agency or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the AGENCY.

**1.4 Contractor** - The individual, partnership, corporation, joint-venture, or other legal entity with whom the AGENCY has entered into the Agreement.

**1.5 Contract Documents** - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 **Drawings** - The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

1.7 **Engineer** - The AGENCY'S Engineer, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the AGENCY.

1.8 **Notice to Proceed** - A written notice given by AGENCY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 **Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 **Worksite** - Location(s) inclusive of each site described in the plans and/or specifications.

## **ARTICLE 2 - CONTRACT DOCUMENTS**

### **2.1 Enumeration of Contract Documents:**

The Contract Documents comprise the entire agreement between AGENCY and CONTRACTOR and consist of the following:

- (1) This Agreement.
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s) per ITB requirements.
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the AGENCY (Exhibit 1)
- (7) CONTRACTOR's response to the AGENCY's Invitation to Bid NO# 21-6310-08B dated April 27, 2021 (Exhibit 2).
- (8) Schedule of Prices.
- (9) Standard General Conditions of the Construction contract for the Agency of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the AGENCY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the AGENCY Commission (or designee).
- b. This Agreement dated June 15, 2021.
- c. Exhibit 1. Invitation to Bid 21-6310-08B
- d. Exhibit 2. Bid submitted April 30, 2021.
- e. Exhibit 3. Standard General Conditions of the Construction Contract.

### **2.2 Conflict, Error or Discrepancy:**

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the AGENCY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from AGENCY.

### **2.3 Representation of CONTRACTOR:**

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

## **ARTICLE 3 - SCOPE OF WORK**

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.



#### **ARTICLE 4 - TERM**

The Work to be performed under this Agreement shall commence upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than 250 days after the execution of the Notice to Proceed. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

#### **ARTICLE 5 - COMPENSATION**

AGENCY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to Four Hundred Forty Eight Thousand Two Hundred Sixty Four Dollars and 49/100 Cents (\$448,264.49) as full compensation for this Project only. Compensation for future performance and work must be approved by AGENCY Commission.

#### **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

##### **6.1 Liability for Contracted Work:**

As an inducement for AGENCY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, AGENCY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/ or any negligence, strict liability or breach of other legal duty.

##### **6.2 Shop Drawings and Samples:**

**6.2.1** CONTRACTOR shall submit to AGENCY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable AGENCY to review the information as required.

**6.2.2** CONTRACTOR shall also submit to AGENCY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

**6.2.3** Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

**6.2.4** At the time of each submission, CONTRACTOR shall give AGENCY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the AGENCY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

**6.2.5** Approval of the Shop Drawings by AGENCY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by AGENCY.



### **6.3 Supervision:**

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

### **6.4 On Site Management:**

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to AGENCY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the AGENCY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

### **6.5 Labor:**

**6.5.1** Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the AGENCY reserves the right to approve all suppliers and materials.

**6.5.2** CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without AGENCY's written consent.

### **6.6 Materials:**

**6.6.1** Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

**6.6.2** CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

### **6.7 Subcontractors, Suppliers and Others:**

**6.7.1** Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the AGENCY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. AGENCY shall advise CONTRACTOR, in writing, of any proposed person or entity to which AGENCY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom AGENCY has made an objection. If AGENCY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom AGENCY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if AGENCY makes objection to the change.

**6.7.2** CONTRACTOR shall be fully responsible to AGENCY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between AGENCY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of AGENCY to pay or to



cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

**6.7.3** All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of AGENCY.

**6.8 Patent Fees and Royalties:**

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

**6.9 Permits:**

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration.

**6.10 Compliance with Laws and Regulations:**

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. AGENCY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify AGENCY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

**6.11 Risk of Loss; Ownership:**

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by AGENCY. Title to the Work shall pass to AGENCY upon acceptance of the Work by AGENCY.

**6.12 Taxes:**

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

**6.13 Use of Premises:**

**6.13.1** CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against AGENCY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

**6.13.2** During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by AGENCY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents including fencing, parking lots and grounds.

**6.13.3** CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

**6.14 Access to Work:**

CONTRACTOR shall provide AGENCY, its consultants, representatives and personnel, independent testing



laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

#### **6.15 Safety and Protection:**

**6.15.1** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

**6.15.2** CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

#### **6.16 Environmental:**

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the AGENCY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the AGENCY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the AGENCY. At such time, an AGENCY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.

CONTRACTOR shall immediately deliver to AGENCY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the AGENCY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence of any Hazardous Substance located, transported, or present on, under, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response,



Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of \$10.00 which the proposer acknowledges as adequate.

#### **6.17 Indemnification:**

**6.17.1** In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the AGENCY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

**6.17.2** CONTRACTOR agrees to indemnify, defend, save and hold harmless the AGENCY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against AGENCY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

**6.17.3** CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

**6.17.4** If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the AGENCY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the AGENCY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by AGENCY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, AGENCY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means AGENCY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the AGENCY.

#### **6.18 Survival of Obligations:**



All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

#### **6.19 Correction or Removal of Defective Work:**

If required by AGENCY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by AGENCY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, AGENCY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of AGENCY to stop the Work shall not give rise to any duty on the part of AGENCY to exercise this right for the benefit of CONTRACTOR or any other party.

#### **6.20 Force Majeure:**

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

### **ARTICLE 7 - AGENCY'S RESPONSIBILITIES**

**7.1** AGENCY shall furnish data required of AGENCY under the Contract Documents.

**7.2** AGENCY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

#### **7.3 Technical Clarifications and Interpretations:**

**7.3.1** AGENCY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, AGENCY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

**7.3.2** AGENCY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of



each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the AGENCY on any claim or dispute will be final and binding.

## **ARTICLE 8 - BONDS AND INSURANCE**

### **8.1 Payment and Performance Bonds:**

**8.1.1** Prior to commencing work, the CONTRACTOR shall execute and furnish to AGENCY a performance bond and a payment bond, in a form approved by the AGENCY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

**8.1.2** The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the AGENCY to the extent of any and all payments in connection with the performance of this Agreement which the AGENCY may be required to make by law.

**8.1.3** Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

### **8.2 Bonds, Reduction After Final Payment:**

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the AGENCY.

### **8.3 Duty to Substitute Surety:**

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to AGENCY. The AGENCY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

### **8.4 Insurance:**

**8.4.1** At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the AGENCY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by AGENCY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension



is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

**8.4.2** Insurance Companies selected by CONTRACTOR must be acceptable to the AGENCY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to AGENCY by certified mail.

**8.4.3** The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the Work with the following minimum limits of liability:

\$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim.

**8.4.4** CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish AGENCY with evidence of the continued insurance coverage at the time of final payment.

**8.4.5** The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

**8.4.6** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against AGENCY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

**8.4.7** The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against AGENCY for payment or assessments in any form on any policy of insurance.

**8.4.8** The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which AGENCY is named as an additional named insured shall not apply to AGENCY. AGENCY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of AGENCY's actual notice of such an event.

**8.4.9** The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the AGENCY's approved.



**8.4.10** The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of AGENCY.

**8.4.11** CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to AGENCY upon its request.

**8.4.12** Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and AGENCY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

**8.4.13** AGENCY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. AGENCY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

## **ARTICLE 9 - WARRANTIES: TESTS AND INSPECTIONS: CORRECTION OF DEFECTIVE WORK**

### **9.1 Warranty of Title:**

The CONTRACTOR warrants to the AGENCY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

### **9.2 Warranty of Specifications:**

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

### **9.3 Warranty of Merchantability:**

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

### **9.4 Correction Period:**

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the AGENCY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by AGENCY, CONTRACTOR shall promptly, without cost to AGENCY and in accordance with AGENCY's written instructions, either correct such defective work, or, if it has been rejected by AGENCY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, AGENCY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

**9.4.1** Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

**9.4.2** Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to



correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

**9.5** CONTRACTOR warrants to the AGENCY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

**9.6** CONTRACTOR warrants to the AGENCY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

**9.7** CONTRACTOR warrants to the AGENCY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

**9.8** CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

**9.9** No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by AGENCY.

**9.10 Tests and Inspections:**

**9.10.1** CONTRACTOR shall give AGENCY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish AGENCY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

**9.10.2** Neither AGENCY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

**9.10.3** The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

**9.11 Warranty Information**

The CONTRACTOR shall deliver to the AGENCY and the AGENCY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

**ARTICLE 10 - LIQUIDATED DAMAGES**

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars (\$500.00) per calendar day will be deducted as liquidated damages, for each day beyond the substantial completion time and five-hundred dollars (\$500.00) per calendar day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the Agency Manager, it being agreed that the damage suffered by the AGENCY for such delay(s) cannot be specifically ascertained.

**ARTICLE 11 - CHANGES IN THE WORK**

**11.1** One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in



strict accordance with the Contract Documents and the terms and conditions described in this Article.

**11.2** A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

**11.3** The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the AGENCY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

**11.4** The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the AGENCY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

## **ARTICLE 12 - CHANGE IN COMPENSATION**

Change orders approved by AGENCY shall be computed as follows:

### **12.1 Cost of the Work:**

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by AGENCY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

**12.1.1** Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by AGENCY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

**12.1.2** Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to AGENCY, and CONTRACTOR shall make provisions so that they may be obtained.

**12.1.3** Supplemental costs including the following:

**12.1.3.1** Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

**12.1.3.2** Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by AGENCY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

**12.1.3.3** Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.



**12.1.3.4** Royalty payments and fees for permits or licenses.

**12.1.3.5** The cost of utilities, fuel and sanitary facilities at the Work site.

**12.1.3.6** Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

**12.1.3.7** Cost of premiums for additional bonds and insurance required because of changes in the Work.

**12.2 Not Included in the Cost of the Work:**

The term "cost of the Work" shall not include any of the following.

**12.2.1** Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

**12.2.2** Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

**12.2.3** Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

**12.2.4** Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

**12.2.5** Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

**12.2.6** Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

**12.3 Cost Breakdown Required:**

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the AGENCY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

(a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost. (b)

Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

**ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK**

**13.1 Progress Payments:**

**13.1.1** CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the AGENCY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the AGENCY for approval. The AGENCY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment.



Any rejection by the AGENCY of any specific item(s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

**13.1.2** Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the AGENCY until the work is totally completed and accepted by the AGENCY.

### **13.2 Inspection:**

AGENCY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

### **13.3 Final Application for Payment:**

After CONTRACTOR has completed all corrections to the satisfaction of AGENCY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the AGENCY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to AGENCY to indemnify AGENCY against any lien, or the AGENCY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the AGENCY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of AGENCY they do not represent correct or accurate "As-Built" drawings.

### **13.4 Final Payment and Acceptance:**

**13.4.1** If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the AGENCY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, AGENCY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to AGENCY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by AGENCY to CONTRACTOR.

**13.4.2** If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, AGENCY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by AGENCY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the AGENCY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the AGENCY.

**13.5** Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the AGENCY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the AGENCY ENGINEER. The making of final payment shall constitute a waiver of claims by AGENCY except those arising from:



- (1) Faulty or defective work and latent defects discovered after acceptance.
- (2) Failure of the work to comply with the requirements of the contract documents.
- (3) Terms of special warranties required by those contract documents.
- (4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

### **13.6 AGENCY's Right to Withhold Payment:**

The AGENCY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

**13.6.1** Defective work not remedied.

**13.6.2** Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

**13.6.3** Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

**13.6.4** Damage to another contractor, subcontractor or supplier not remedied.

**13.6.5** Liability for liquidated damages has been incurred by the CONTRACTOR.

**13.6.6** Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

**13.6.7** Evidence that the work will not be completed within the Agreement's term.

**13.6.8** Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the AGENCY which will protect the AGENCY in the amount withheld, payment may be made in whole or in part.

## **ARTICLE 14 - TERMINATION OF THE CONTRACT**

The AGENCY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the AGENCY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

**14.1** If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

**14.2** If CONTRACTOR makes a general assignment for the benefit of creditors.

**14.3** If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

**14.4** If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

**14.5** If CONTRACTOR disregards any local, state or federal laws or regulations.

**14.6** If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the AGENCY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which AGENCY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as



AGENCY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

**14.7** If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

**14.7.1** Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the AGENCY. The Debtor further agrees that in the event of this default, the AGENCY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The AGENCY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the AGENCY does not seek stay relief, or if stay relief is denied, the AGENCY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the AGENCY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the AGENCY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the AGENCY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

**14.7.2** Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the AGENCY expressly consents in writing to the assumption. In the event the AGENCY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the AGENCY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

## **ARTICLE 15 – OWNERSHIP OF DOCUMENTS**

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the AGENCY, and the AGENCY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the AGENCY, 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

## **ARTICLE 16 – COMPLIANCE WITH LAWS**



CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### **ARTICLE 17 - NOTICE**

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the CONTRACTOR:

Unitec, Inc.  
Katuska Hurie  
14250 NE 18 Avenue  
North Miami, FL 33181

To the AGENCY:

Agency Director, Celeste Dunmore  
Lauderdale Lakes Community Redevelopment Agency  
4300 NW 36 Street  
Lauderdale Lakes, Florida 33319

With a copy to:

Project Manager, Ronald Desbrunes  
Lauderdale Lakes Community Redevelopment Agency  
4300 NW 36 Street  
Lauderdale Lakes, FL 33319

#### **ARTICLE 18 - LIMITATION OF LIABILITY**

The Agency desires to enter into this Agreement only if in so doing the Agency can place a limit on the Agency's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of \$1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the Agency for any action or claim arising from this Agreement to be limited to \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR agrees that the Agency shall not be liable to CONTRACTOR for damages in an amount in excess of \$1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the Agency's liability as set forth in Chapter 768, Florida Statutes. Additionally, the Agency does not waive sovereign immunity, and no claim or award against the Agency shall include attorney's fees, investigative costs or pre-judgment interest.

#### **ARTICLE 19- 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 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 RESORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, VENICE HOWARD AT 954-535-2707.

## **ARTICLE 20 – MISCELLANEOUS**

**20.1** The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to AGENCY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

**20.2** CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the AGENCY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

**20.3** CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of AGENCY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

**20.4** AGENCY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by AGENCY. If required by AGENCY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by AGENCY. CONTRACTOR shall allow AGENCY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

**20.5** The remedies expressly provided in this Agreement to AGENCY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of AGENCY now or later existing at law or in equity.

**20.6** This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

**20.7** Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

[The remainder of this page intentionally left blank]

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

ATTEST:

NAME  
Unitec, INC.

By: [Signature]  
Name: KATIOSKA HURLBS  
Title: GENERAL MANAGER

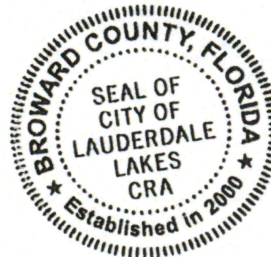
ATTEST:

LAUDERDALE LAKES COMMUNITY REDEVELOPMENT  
AGENCY

By: [Signature]  
Name: Marilyn Davis  
Title: Chairperson

By: [Signature]  
Name: Venice Howard  
Title: Secretary

APPROVED AS TO FORM.  
By: [Signature]  
Name: J. Michael Haygood  
Title: Agency Attorney



## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
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DISCUSSION REGARDING THE USE OF THE NEGOTIATED FUNDS FROM THE SALE OF CASSIA ESTATES HOMES DEVELOPED BY PULTE HOME COMPANY, LLC
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Summary
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This is a discussion regarding the negotiated funds received as part of an agreement with Pulte Home Company LLC for the Cassia Estates residential project.
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Staff Recommendation
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#### **Background:**

In 2016, American Land Ventures was selected and approved to enter into negotiations with the Community Redevelopment Agency for the purpose of acquiring and developing the CRA owned property located on the southeast corner of Oakland Park Boulevard and Somerset Drive. Approval was granted to proceed with negotiations to develop single-family homes.

The agreement was subsequently assigned to Pulte Home Company, LLC to build 84 single-family homes. On January 14, 2020, the Lauderdale Lakes Community Redevelopment Agency transferred ownership of the property to Pulte Home Company, LLC. The proceeds from the sale of land totaled \$1,434,633.20. The CRA Board approved the allocation of the proceeds in redevelopment incentives to achieve the goals of the Community Redevelopment Agency by revitalizing the commercial district, improving the aesthetics of commercial properties and encouraging private investment.

As part of the original agreement and agreed upon assignment to Pulte Home Company, LLC, the Lauderdale Lakes CRA receives a Sales Price Participation Amount on the initial sale to a third party of a completed home. When a closing takes place, such funds are placed in the CRA bank account. This is a discussion regarding the use of funds for the CRA Board's consideration.

#### **Funding Source:**

Not applicable

#### **Fiscal Impact:**

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

**Meeting Date:** 4/19/2022

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> CRA Resolution 2020-021 - First Modification	Backup Material



CRA RESOLUTION 2020-021

A RESOLUTION OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST MODIFICATION TO AN AGREEMENT OF SALE AND PURCHASE WITH PULTE HOME COMPANY, LLC TO MODIFY THE FORMULA FOR THE COMPUTATION OF SALES PRICE PARTICIPATION AMOUNT; 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, on or about September 5, 2017, the Agency and ALV Lauderdale Lakes CRA Development, LLC ("ALV") entered into an Agreement of Sale and Purchase (the "Original Contract") for that certain property located in the City of Lauderdale Lakes commonly known as Commerce Park as is more particularly described in Exhibit "A"; and

WHEREAS, the Original Contract was subsequently assigned by ALV to the Pulte Home Company, LLC; and

WHEREAS, the Original Contract contained a provision relating to the computation of a Sales Price Participation Amount due to the Seller upon the sale of a completed home to a third party; and

WHEREAS, the Seller and Buyer desire to restructure the formula for computing the Sales Price Participation Amount.

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 First Modification to the Agreement of Sale and Purchase with Pulte Home Company, LLC in substantially the form attached hereto as Exhibit "B" (the "Agreement").

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.

[Signatures are on following page]

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES  
COMMUNITY REDEVELOPMENT AGENCY AT ITS REGULAR MEETING HELD  
OCTOBER 20, 2020.

  
MARILYN DAVIS, CHAIRPERSON

ATTEST:

  
VENICE HOWARD, MPA, CMC, SECRETARY

VOTE:

APPROVED

Chairperson Marilyn Davis  
Vice-Chairperson Hazelle Rogers  
Commissioner Sandra Davey  
Commissioner Veronica Edwards Phillips  
Commissioner Beverly Williams

<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)
<input checked="" type="checkbox"/>	(For)	<input type="checkbox"/>	(Against)	<input type="checkbox"/>	(Other)





### **EXHIBIT A**

Parcel A and Parcel B of Tricity Plat, according to the plat thereof, as recorded in Plat Book 90, Page 49, of the Public Records of Broward County, Florida, together with Parcel C of Somerset Plaza, according to the plat thereof, as recorded in Plat Book 111, Page 19, all of the Public Records of Broward County, Florida;

Less the following described parcel:

Lands conveyed to Broward County by that Warranty Deed recorded in O.R. Book 8986, Page 665, being a portion of Parcel A, Tricity Plat, according to the plat thereof, recorded in Plat Book 90, at Page 49, Public Records of Broward County, Florida, described as follows:

The East 4.00 feet of Parcel A of Tricity Plat, as recorded in Plat Book 90, at Page 49, Public Records of Broward County, Florida, and less that portion lying within the following described area:

Beginning at the Northeast corner of said Parcel A; thence on an assumed bearing of South 89 degrees 35' 59" West along the North line of said Parcel A, a distance of 7.00 feet to a point of intersection with the West line of that certain seven (7) foot road and utility easement shown on said Tricity Plat; thence South 01 degrees 03' 31" East along the West line of said easement a distance of 156.59 feet; thence South 02 degrees 29' 27" East along the Westerly line of said easement a distance of 120.03 feet to a point of intersection with a line 4.00 feet West of and parallel with the East line of said Parcel A; thence North 88 degrees 56' 29" East a distance of 4.00 feet to a point on the East line of said Parcel A; thence North 01 degrees 03' 31" West along the East line of said Parcel A, a distance of 276.50 feet to the North line of said Parcel A and the Point of Beginning.

Also less the following described parcel:

Lands conveyed to Broward County by Warranty Deed recorded in Book 14581, at Page 807, being a portion of Parcel A, Tricity Plat, according to the Plat thereof, recorded in Plat Book 90, at Page 49, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Parcel A; thence North 89 degrees 21' 47" East, along the South line of said Parcel A, 251.22 feet; thence North 44 degrees 09' 21" East, continuing along said South line, 29.85 feet to an intersection with the West right-of-way line of Northwest 31st Ave, as recorded in O.R. Book 8986, Page 665, of the Public Records of Broward County, Florida; thence North 01 degrees 03' 05" West, along said West right-of-way line 316.33 feet to the Point of Beginning; thence South 88 degrees 56' 55" West, 12.00 feet; thence North 01 degrees 03' 05" West, along a line 12.00 feet West of and parallel with said West right-of-way line, 237.16 feet; thence North 05 degrees 47' 29" East, 100.72 feet to an intersection with said West right-of-way line; thence South 01 degrees 03' 05" East, along said West right-of-way line, 337.16 feet to the Point of Beginning.

Also less the following described parcel:

Lands conveyed to the State Of Florida Department Of Transportation by Warranty Deed recorded in O.R. Book 26563, at Page 69 (a/k/a Parcel 100) being a parcel of land lying in Parcel C of Somerset Plaza, according to the plat thereof, recorded in Plat Book 111, at Page 19, of the Public Records of Broward County, Florida, lying in Section 30, Township 49 South, Range 42 East, being more particularly described as follows:



A parcel of land lying in Parcel C of Somerset Plaza, as recorded in Plat Book 111, at Page 19, of the Public Records of Broward County, Florida, lying in Section 30, Township 49 South, Range 42 East, being more particularly described as follows:

Commence at the Southeast corner of said Parcel C; thence North 01 degrees 05' 11" West along the East line of said Parcel C, a distance of 1,231.09 feet to a point on a line that is 60.00 feet South of, as measured at right angles to and parallel with the North line of said Section 30, said point also being the Point of Beginning; thence South 89 degrees 34' 26" West along said South right of way line, a distance of 157.74 feet; thence South 89 degrees 17' 17" East departing from said line, a distance of 9.04 feet; thence South 78 degrees 01' 06" East, a distance of 51.29 feet; thence North 89 degrees 34' 26" East, a distance of 98.74 feet to the East line of said plat; thence North 01 degrees 05' 11" West along said East line, a distance of 11.22 feet to the Point of Beginning.

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

FIRST MODIFICATION TO  
AGREEMENT OF SALE AND PURCHASE  
BY AND BETWEEN  
LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY  
AND  
PULTE HOME COMPANY, LLC

THIS FIRST MODIFICATION TO AGREEMENT OF SALE AND PURCHASE made and entered into this 20<sup>th</sup> day of October, 2020, by and between LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as "Seller") and PULTE HOME COMPANY, LLC, a Florida limited liability company (hereinafter referred to as the "BUYER").

WHEREAS, on or about September 5, 2017, the Seller and ALV Lauderdale Lakes CRA Development, LLC ("ALV") entered into an Agreement of Sale and Purchase (the "Original Contract") for that certain property located in the City of Lauderdale Lakes commonly known as Commerce Park as is more particularly described in Exhibit "A"; and

WHEREAS, the Original Contract was subsequently assigned by ALV to the Buyer; and

WHEREAS, the Original Contract contained a provision relating to the computation of a Sales Price Participation Amount due to the Seller upon the sale of a completed home to a third party; and

WHEREAS, the Seller and Buyer desire to restructure the formula for computing the Sales Price Participation Amount.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1: The formula for computing the Sales Price Participation Amount as described in Section 2(d) of the Original Contract is amended as follows:

In addition to the Purchase Price, Buyer shall pay to Seller the "Sales Price Participation Amount" on the initial sale to a third party of a completed home. The "Sales Price Participation Amount" shall equal five percent (5%) of the sales price over \$300,000.00. For example, if the Seller sells a completed home for \$350,000.00, at such closing, Buyer shall pay Seller and additions \$2,500.00 (5% of the \$50,000 in excess of \$300,000.00). Any ~~"Required Upgrades Costs" (as defined below) shall be deducted from the Sale Price Participation Amount.~~

[Stricken language is deleted]

Section 2. Except as provided herein, all other terms, conditions and provisions of the Agreement remain unchanged and are hereby ratified and confirmed.

Section 3. This First Modification may be signed in counterparts and electronically signed and furnished via email or facsimile, which shall act as an original of this modification

IN WITNESS WHEREOF, the parties hereto have executed this First Modification to the Agreement of Sale and Purchase between the Lauderdale Lakes Community Redevelopment Agency and Pulte Home Company, LLC.

PULTE HOME COMPANY, LLC,  
a Florida limited liability company

By: 

Name: PATRICK A. GONZALEZ

Title: Vice President  
Land Development

Date: 10/27/20



LAUDERDALE LAKES COMMUNITY  
REDEVELOPMENT AGENCY

By: 

Name: Marilyn Davis

Title: CRA Chairperson

Date: OCT 20, 2020



### EXHIBIT A

Parcel A and Parcel B of Tricity Plat, according to the plat thereof, as recorded in Plat Book 90, Page 49, of the Public Records of Broward County, Florida, together with Parcel C of Somerset Plaza, according to the plat thereof, as recorded in Plat Book 111, Page 19, all of the Public Records of Broward County, Florida;

Less the following described parcel:

Lands conveyed to Broward County by that Warranty Deed recorded in O.R. Book 8986, Page 665, being a portion of Parcel A, Tricity Plat, according to the plat thereof, recorded in Plat Book 90, at Page 49, Public Records of Broward County, Florida, described as follows:

The East 4.00 feet of Parcel A of Tricity Plat, as recorded in Plat Book 90, at Page 49, Public Records of Broward County, Florida, and less that portion lying within the following described area:

Beginning at the Northeast corner of said Parcel A; thence on an assumed bearing of South 89 degrees 35' 59" West along the North line of said Parcel A, a distance of 7.00 feet to a point of intersection with the West line of that certain seven (7) foot road and utility easement shown on said Tricity Plat; thence South 01 degrees 03' 31" East along the West line of said easement a distance of 156.59 feet; thence South 02 degrees 29' 27" East along the Westerly line of said easement a distance of 120.03 feet to a point of intersection with a line 4.00 feet West of and parallel with the East line of said Parcel A; thence North 88 degrees 56' 29" East a distance of 4.00 feet to a point on the East line of said Parcel A; thence North 01 degrees 03' 31" West along the East line of said Parcel A, a distance of 276.50 feet to the North line of said Parcel A and the Point of Beginning.

Also less the following described parcel:

Lands conveyed to Broward County by Warranty Deed recorded in Book 14581, at Page 807, being a portion of Parcel A, Tricity Plat, according to the Plat thereof, recorded in Plat Book 90, at Page 49, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Parcel A; thence North 89 degrees 21' 47" East, along the South line of said Parcel A, 251.22 feet; thence North 44 degrees 09' 21" East, continuing along said South line, 29.85 feet to an intersection with the West right-of-way line of Northwest 31st Ave, as recorded in O.R. Book 8986, Page 665, of the Public Records of Broward County, Florida; thence North 01 degrees 03' 05" West, along said West right-of-way line 316.33 feet to the Point of Beginning; thence South 88 degrees 56' 55" West, 12.00 feet; thence North 01 degrees 03' 05" West, along a line 12.00 feet West of and parallel with said West right-of-way line, 237.16 feet; thence North 05 degrees 47' 29" East, 100.72 feet to an intersection with said West right-of-way line; thence South 01 degrees 03' 05" East, along said West right-of-way line, 337.16 feet to the Point of Beginning.

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