

ITEM II

DRAFT MINUTES

DRAFT
MEETING MINUTES
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS
REDEVELOPMENT ADVISORY BOARD
FORT LAUDERDALE
8TH FLOOR CONFERENCE ROOM, CITY HALL
February 13, 2018 – 3 :00 P.M.

Cumulative Attendance

May 2017-April 2018

Members Present

	<u>Attendance</u>	<u>Present</u>	<u>Absent</u>
Ron Centamore, Chair	P	6	1
Leann Barber	P	7	0
Brad Cohen	A	3	4
Alan Gabriel	P	6	1
Rhoda Glasco Foderingham, Vice Chair	P	6	1
John Hart	P	6	1
Mickey Hinton	A	3	4
John Hooper	A	4	3
Dylan Lagi (Arrived 3:15 p.m.)	P	6	1
Steffen Lue	P	7	0
Diane Randolph	P	4	0
Scott Strawbridge	P	7	0
Tina Teague	P	7	0
John Wilkes (Arrived 3:26 p.m.)	P	5	2

Staff

D'Wayne Spence, NPF-CRA Manager
 Vanessa Martin, CRA Business Manager
 Sandra Doughlin, NPF-CRA
 Bob Wojcik, Housing and Economic Development Manager
 Glendon Hall, Housing and Economic Development Manager
 Jaimie Opperee, Prototype-Inc.

I. Call to Order/Roll Call

NPF CRA Chair

Chair Centamore called the meeting to order at 3:08 p.m. and roll call was called.

II. Approval of Minutes

NPF CRA Chair

- December 12, 2017

Motion made by Mr. Gabriel, seconded by Ms. Glasco Foderingham, to approve the December 12, 2017 minutes. In a voice vote, the **motion** passed unanimously.

III. Project Funding Update

**Vanessa Martin,
Business Manager**

Ms. Martin provided a brief project funding update and noted that nothing has changed for fiscal year 2018 and there will be remaining funds of about \$623,000.

IV. Discussion – CRA Incentives Program Proposed Modification

D'Wayne Spence,
NPF CRA Manager

Mr. Spence indicated that in addition to the memo sent in the packets, a sheet with a proposed reformatted version of the Incentive Program, which will provide some clarity to the existing program as well as suggested changes, was distributed. The memo states general recommendations being brought forward as follows:

1. Extending the Administrative authorization to the Property and Business Incentive Program and a Streetscape Enhancement Program.
2. Clarification that commercial programs extend to non-residential uses rather than to limited commercial.
3. Modification of the Property and Business Improvement Program to permit funds for any renovations that address obstacles to occupancy.
4. One of the definitions of blight includes vacancies of both residential and non-residential uses and the desire is to help eliminate those factors.
5. Increasing the maximum amount of Board approval required to be equal or greater to \$100,000; currently that amount is \$50,000.

Mr. Spence made the following comments:

- There are five goals of the Non-residential Incentive Programs, formerly known as Commercial Façade Improvement Program, which is now a Non-residential Façade Improvement Program.
- The Property and Business Improvement Program.
- The Streetscape Enhancement Program.
- Development Incentive Program
- Property Tax Reimbursement Program.
- The Redevelopment Plan provides for certain target areas labeled 1, 2, and 3. There is an additional area identified in the program, the Progresso Commercial Revitalization Project, which is between Sistrunk Boulevard and Sunrise Boulevard and between NE 9th Avenue and NE 5th Avenue.
- The area is the Blight Industrial Commercial area where there will be a lot of revitalization such as changing uses as called for in the Redevelopment Plan, which will provide incentives for individuals to make changes in that focus area.
- Funding restrictions are being added to the Incentive Programs. Now that the term extends to all non-residential, non-profit uses are included. Under the OIG Attorney General's opinion, socially benefitting programs cannot be funded directly so this makes it clear that funds will not be used to fund those types of programs. Following Federal Guidelines provided by HUD and CPD04-10, religious activities will not be funded. The document is a lengthy notice that provides specific guidelines when it comes to using government funds for faith based non-profit organizations. Non-profits can be funded within specific parameters set forth and used by the Federal Government.
- Administrative approval means the CRA Executive Director is authorized to administratively approve awards.
- The Agency may recommend increased funding limits on a case by case basis. Limits are set but if there is an outstanding program that exceeds funding limits it will be brought before this Board for consideration if it is a project worthy of going outside of the bounds of what was approved under the Incentive Programs.

Mr. Spence provided a brief Power Point presentation as follows:

- The existing program guidelines are placed in one document and reformatted to make the new look clearer as to what the incentive funds can apply to.
- The reason for extending Administrative approval to the Property and Business and Streetscape Enhancement Programs is because, particularly in the Progresso Revitalization area, there are many uses and no green space. Mr. Spence has met with the Department of Sustainability and they are now requesting, beyond code requirements, that a lot of people reinvesting in the area provide swales and trees. Some of the things requested is an added cost to those projects and the applicants are far in the permitting process to get these responses. The concern for very minor streetscape improvements under \$100,000 is that in order to provide the incentive to keep the projects moving forward in a timely fashion, the process would slow down if it had to go through the code approval process, which is four months.
- Similar things happen with the Property and Business Improvement Program. The State Statute also speaks of blight, addressing vacancies and low tenancy rates within the CRA. To eliminate those factors, incentives are being considered for lease tenants to occupy some of the vacant properties.
- The 7th Avenue Plaza was used as an example. This was a project that received funding and developed a very nice-looking project but is vacant. The tenant will be encouraged to get the landowners to move the project forward in a timely manner because it understood that time is money.

Ms. Barber thought those projects were addressed in the existing Incentive Program and questioned why a change is required.

Mr. Spence indicated there are not incentives in that area. It was understood to be that way but the language did not provide for what is being offered. This is a clarification of that language to allow for what was thought to be permitted.

Ms. Barber requested a comparison of the current language and the changes as to how it will be.

Mr. Spence advised that the old Incentive Program was in the packet. With the reformatting, Mr. Spence pointed to the elements that have not changed. It was noted that nothing has changed in the slide except for Area 4 as a focus area, which allows projects within the focus area an opportunity to get the additional benefits such as 90% of project costs and the Non-residential Façade Program.

Ms. Glasco Foderingham questioned the background of what has transpired to have the change proposed.

Mr. Spence stated that he transpired the change. There is a very aggressive time schedule, seven years, to complete work the City has. While reviewing the programs, they very much model some of the old HCD and HUD but did not tackle the slum and blight issues. The directive is to get a handle and tackle the slum and blight concerns and get that moving. It was believed that the changes and modifications would allow for more robust programs, get the dollars out the door quicker, and projects in the ground faster. The five points outlined above reflect the changes. The purpose of reformatting is so the language is easier to read and understand.

Ms. Glasco Foderingham referenced Focus Area 4 and thought something was being done to look at the commercial industrial area. Ms. Glasco Foderingham questioned if anything has been done to look at it in a more comprehensive way.

Mr. Strawbridge liked the idea that the area was being considered and stated that the same area was addressed in 1991 and updated with the 2000 Census data; however, it was not updated in the plan when it was rewritten. The Redevelopment Plan says that \$28 million was supposed to be invested in building a vehicular bypass through that community and it still stands that way. Mr. Strawbridge did not know if there was anything formally in the Redevelopment Plan that described a vision for that area.

Mr. Spence mentioned the Progresso Commercial Revitalization project was identified in the plan, which would concentrate on improvements in the commercial industrial area, which was the directive. The connector project has been abandoned but as stated, it is still in the plan; however, funding is not available.

Mr. Strawbridge did not think there was any substitute vision from the community. The community got together and approved the CRA with a vision, which is now bordering on 30 years old and reflects a complete other generation of desires. Mr. Strawbridge questioned if there was a community consensus as to the changes because he has not seen it.

Mr. Hall stated that there was a charrette ULI study about reprogramming that area. It may not be part of the official plan but the ULI study outlined that the area was going to be programmed for different uses.

Mr. Strawbridge commented that one might say if it is not in the plan it cannot be done. That is one interpretation of the law. It was questioned how far reinventing the neighborhood could go with a 30-year-old vision.

Mr. Hall advised there was community information.

Mr. Strawbridge clarified that he was talking about the Redevelopment Plan and being informed by a community process. There is a statutory process for amending the plan. The plan was amended and that area was not addressed. Residents were promised that the plan was going to be rewritten but the promise to engage was never kept.

Mr. Spence indicated that the plan was broad enough that the activities suggested were within the guidelines and nothing would be suggested outside of the guidelines. The plan did not call for specifics; it was very general and was looking for the elimination of what is called undesirable uses and to move towards a Commerce Park type of use in that area. The mandate is to get the area moving. This Board has responsibilities and mandates and if the expansion of these increased incentives is not something that that is found desirable, that is fine. There would still be incentive dollars but not at generous levels that a focused area would get. It was believed that this sends a message to the property owners and uses in that area that they are not a point of focus or interest. The message is that there should be more deliberate planning involved.

Mr. Strawbridge mentioned that the plan was very broad and stated all the things not wanted. It did not get into what the community wants; other than the Industrial Park. The plan and its board language basically contemplate what the community wanted 30 years ago and that should not be forgotten. It was questioned how the vision would be articulated to developers.

Mr. Hall stated that articulation comes from the Planning side; the funding side. The City must want the process and then an adopted land use plan amendment for the area dictates what can be built in this area. This is a vision the community has approved and this is what the Board is charged with moving forward.

Chair Centamore referenced churches and non-profits and did not believe in giving money to people who do not pay taxes.

Mr. Hall explained that a Community Redevelopment Agency deals with the elimination of slum and blight. A lot of Community Redevelopment Agencies have lost that focus and have taken to one component, which is Economic Development. Economic Development is a tool in the elimination of slum and blight. There are a lot of properties that do not contribute to TIF but do contribute to slum and blighted communities. The philosophy is that the funding should be used to eliminate slum and blight regardless of whether the agency contributes to TIF with the exception of the property tax incentive, which is strictly based on the contribution that the project has to the TIF so a tax rebate is given based on the increased contribution to the TIF. Slum and blight is being eliminated regardless of where it is found. The guidelines provided under the HUD Notice are very general; nothing can be funded that supports religious activities.

Mr. Centamore commented that since he has been on the Board there has been a decrease in slum and blight and an increase in the tax base.

Mr. Lagi mentioned the four-month comment and took it that was a structured period of Advisory, Executive Board, or Legal.

Mr. Spence was talking about the City Commission sitting at the CRA Board. The legal process is a lot more than that.

Mr. Lagi believed the estimate of time savings would be a month or two months less if the project did not have to go before the Advisory Board.

Mr. Spence agreed that about three months would be eliminated.

Mr. Lagi commented that the same backup would probably have to be created for the final Board, as there would have to be documentation.

Mr. Spence indicated that Administrative approval would go to the Executive Director. The Board would have an opportunity to ask questions and voice concerns about projects that are \$50,000 on the general project sheet.

Mr. Lagi referenced Lago-Mar Holding LLC as an example. It was noted that the amount was \$50,000 and it did not come through based on current incentive guidelines. Certain applications could have an amount of \$100,000 and that would be the same kind of example.

Mr. Spence indicated the project would come to the Board in this fashion but not for final approval. The Board does not have an approval, only a recommendation.

Mr. Gabriel stated when the initiative review process first came before the Board it was a much higher number and the Board collectively objected to whatever the number was and Administrative approval was sought on three programs. A \$50,000 Administrative matter was already approved on a project but the information given was after the project was approved. Questions can be asked but without information regarding approval, there is no clue how the money would be used.

Mr. Spence advised that the City Commission asked Jonathan Brown to do \$50,000 and come back to revisit. It seemed that the Board has been fine with the \$50,000 as it applied to these programs.

Mr. Gabriel commented that from his perspective it has been under the table because how the money has been spent was not brought to the Board. Even though \$50,000 is shown, it did not identify any fashion what the money was being used for. There are concerns. The City Commission may have the same issue as the Board since they do not get the projects for final approval. Mr. Gabriel did not have an issue with Administrative review, the concern was that there was no way to object, stop, or question a project until it is way too late. It was noted there is no cap on the Administrative review.

Ms. Barber mentioned that whenever a limit is set a type of behavior is created to conform to that limit and questioned the real need for the project. Ms. Barber was concerned about setting the tone and direction.

Mr. Strawbridge questioned if there was a way to be more formal in letting the Board know what is in the pipeline and give members the right to call something.

Mr. Spence advised that the City Commission call up procedure is a 30-day wait period.

Mr. Strawbridge indicated that was not what he was envisioning. Under New Business every month, staff says there are three or four new applicants receiving this much funding to do so much work and the Board should find out if they are paying taxes or if they are religious for the purpose of funding. Maybe by a majority vote someone could be brought back after Administrative approval because the Board had a chance to look it over.

Chair Centamore questioned if staff approval was done to that amount if it has to go to the attorney's office.

Mr. Spence stated that all projects go to the attorney's office. Staff has worked on getting a template that is supposed to expedite the process inhouse. Mr. Spence introduced a new staff member, Eleni Ward-Jankovic, Project Coordinator. Ms. Ward-Jankovic has specifically been hired to deal with that kind of backlog and to deal with contracts, coordination mapping and completion. Ms. Ward-Jankovic's background is as a paralegal. Mr. Spence noted that the backlog is being reviewed and is one of the strategies where the template will be used. All awards have agreements that accompany them.

Chair Centamore commented that if someone requests something that costs extra, up to \$100,000, that is something that could be placed on the agenda the day prior to the meeting.

Mr. Spence advised that for this Board it would be easier because they control the agenda but for the CRA Board it would not be that easy to alter their agenda. Mr. Spence would not be opposed at the recommendation of the Board being a part of the Administrative process in the call up capacity; that would be fine with him.

Chair Centamore stated that the Executive Director could get in on the regular Board's agenda.

Mr. Spence indicated that there are other entities involved in the internal process and it has been made clear that no late items would be received.

Mr. Centamore did not believe the \$100,000 was an issue.

Mr. Strawbridge stated if there were an Advisory Board review to help he believed the process could be done quickly and efficiently and that he could go for the \$100,000 at some point. This is about being user friendly.

Mr. Spence advised that the call up suggestion as part of the Administrative approval would be moved forward.

Mr. Lagi questioned how many are needed as the majority for a call up.

Mr. Gabriel commented that projects would be brought to the Board for preliminary review. A call up means the project has basically been approved subject to a complaint or something.

Mr. Strawbridge suggested taking the term call up out.

Mr. Spence clarified that the Board was looking for Administrative approval with final veto power.

Mr. Gabriel questioned if the Board could also comment on modifications.

Ms. Glasco Foderingham questioned if this item could be deferred to next month so there could be a full outline as to how the process would be done and more clarification on the vision for Focus Area 4.

Mr. Spence replied affirmatively.

Motion made by Ms. Glasco Foderingham seconded by Mr. Lue, to defer for one month. In a voice vote, the **motion** passed unanimously.

V. Dorsey Riverbend Monument

**Enrique Sanchez,
Parks and
Recreation**

Laronda Ware was present with Pamela Pittman, Dorsey Riverbend President, and their trustee and former CRA, Jesse Adderly.

Ms. Ware mentioned the history of Dorsey Riverbend and distributed a monument type to be considered. Dorsey Riverbend is a community of history/pioneers that paved the way for many in this community. Dorsey Park was named after Dana Dorsey, who was the first millionaire in Miami. Mr. Dorsey was a man of vision and moved to Dania, Fort Lauderdale, Pompano, and Fort Lauderdale. The vision then transferred to Marjorie Davis, the past President of the Homeowners' Association. Ms. Davis was an educator and made sure the community was enhanced and respected. The monument is something very simple and the reason for the monument came about 15 years ago because the Cherry Building, which was the first law office in the area, was lost because no one would put the building on a piece of property. After that Ms. Davis asked that a monument be placed somewhere within Dorsey Riverbend, which is now called the Historical Dorsey Riverbend, formerly known as Dorsey Riverbend Homeowners, which is incorporated. Ms. Ware mentioned a book, My Soul is a Witness, which has a lot of people who would be forgotten if the monument is not replaced. They would like to have the monument in the center and are aware that the YMCA is going to build in the future. The monument is something simple that could be moved around if needed.

Ms. Pittman advised that the monument would be a great way to preserve history that is being forgotten. Legacy is big in the community and is something to preserve.

Mr. Sanchez explained that dollars were already programmed for purchasing property to place the monument on and the request is that the dollars be reprogrammed to build and place the monument. The money was funded from the CRA Board and has already been allocated; the money is in the City's CIP Plan.

Motion made by Mr. Gabriel, seconded by Mr. Lue, to authorize reallocating \$50,000 to pay for constructing a monument at Provident Park. The **motion** passed on the following roll call vote:

Ayes: Barber, Gabriel, Glasco Foderingham, Hart, Lagi, Lue, Strawbridge, Teague, Wilkes, Randolph, Centamore
Nays: None

Ms. Teague questioned why a project must come before the Board if the \$50,000 or \$100,000 is available.

Mr. Spence explained that the previous discussion was about the City's Incentive Programs, which are dollars in the operating budget that can be awarded to encourage people to do redevelopment projects in the area. This project is monies in the Capital Improvement Project, which are approved by the Commission. Churches and religious groups are part of clean up. When the item is brought back it should be clear.

VI. Presentation of Proposed Uses for CRA Property

a. Fuse Funding – Eyal Peretz

Mr. Peretz provided a brief Power Point presentation on the progress of the project as follows:

- Three buildings were purchased in December 2016.
- Two approved projects were shown as well as where the CRA building is located, the 900 building where they are in a temporary office, and across the street.
- An agreement was finalized with the City in December 2017.
- Additional properties have been acquired within the corridor and they may be in a position to activate about six City blocks of frontage along Sistrunk Boulevard, which would be called an island.
- An island is something that can sustain and carry itself from a business perspective no matter what anyone else does. The mixture of uses in mind are office and retail.

A two-minute video was shown from NE 7th Terrace to Powerline Road.

- They are currently under contract and working with a land use attorney to purchase a 30,000-square-foot building for office space approved.
- There is another property currently in permitting.
- A photo was shown of the CRA owned land they would like to purchase.
- There would be a mixture of retail, micro-retail, and office space, with food and beverage concepts.

Mr. Lagi mentioned parking going down Powerline Road.

Mr. Peretz stated there would be three parking facilities and some ground parking at the intersection. As far as parking, they are well covered.

Mr. Lagi questioned if the facilities are more garage multi-level parking.

Mr. Peretz indicated that there are three levels of a garage and levels of office. One garage is wrapped with offices. Attempts are being made so only retail or offices would be seen; not parking.

Nothing was done to on-ground parking. Mr. Peretz believed this could be phenomenal and would bring several businesses to the area.

Mr. Wilkes questioned when parking would be built.

Mr. Peretz stated that parking depends on the CRA process and they need to go through a level to approval. They are fully funded and all equity. Their offices have been moved and are currently in a construction site.

Mr. Strawbridge questioned if the Bass property has been acquired.

Mr. Peretz advised that they are currently under contract with the Bass property and in the process with the City for approval of the project.

Mr. Strawbridge questioned if there is anything in the master plan for this type of development to be mixed use with housing incorporated.

Mr. Peretz stated there is no residential component. Currently the residential market has a lot of players and they are not specializing in residential development. They can accommodate a minor residential component as far as expertise but there are more experienced layers in the market that are involved in this area looking solely at residential projects. It was felt that not everything needs to have residential. Further east of their location, the commercial aspect was somewhat neglected and it is believed that people living in a certain area because of jobs is equally or sometimes more important.

Ms. Ware questioned the impact on the residential area.

Mr. Peretz stated that traffic would be on Sistrunk Boulevard. They are not looking to change any zoning or proposed uses and no negative impact on the community was seen.

Ms. Glasco Foderingham commented that sometimes a separating wall is required between commercial and residential properties.

Mr. Peretz advised that they could not go into commercial development towards the residential; there is a border with a very clear outline of what the commercial properties are.

Ms. Glasco Foderingham questioned how cut-thru traffic would be controlled.

Mr. Peretz indicated that he could not control cut-thru traffic; however, it was believed that would not be a problem because of sufficient infrastructure on Sistrunk Boulevard to accommodate the traffic.

Ms. Barber commented that any time there is a commercial structure development next to residential there must be some type of border wall or something that separates the two. Ms. Barber would like to see the impacts this business would have on existing businesses.

Mr. Peretz stated that they are in the preliminary phases and some of the properties are not owned yet.

Ms. Barber would like to see an impact on development for the existing businesses. It was noted that while in the process of bringing in new businesses some existing businesses would be taken out. Ms. Barber questioned if evaluations of projects could be seen. A few businesses would be closing and those are businesses that employ local people and have local ownership.

Mr. Spence stated it would be a comparison of existing businesses versus what is going to replace them.

Mr. Peretz indicated that many of the areas being discussed have no businesses. They took buildings that had more than 50% vacancy. Only one business moved out of the area and not too many were misplaced.

Ms. Barber does a lot of work with youth and her interest is in family businesses because there is a lack of youth employment. Ms. Barber mentioned that different types of businesses have different impacts on people and she believes that should be included in the evaluation. The Board should look at whether this will have a positive impact on family businesses that lead to more youth employment. It would be excellent if developers could do things to increase a family business type of component.

Mr. Peretz agreed and noted that goes a long way with their internal philosophy of where commercial real estate is going. A major shift has been seen, as what used to work has been tremendously jeopardized in the past five to seven years. Currently, most of the spaces are very small and are geared toward small businesses. The future of commercial real estate goes toward the smaller spaces, which bring in more room for growth with small operations price wise and because the consumers are looking for more of a personal interaction.

b. Fraternal Order of Police Project – Greg Brewton

Mr. Brewton was present along with Mike Tucker, President of the Fraternal Order of Police (FOP), Joe Margovero, Benefits Manager, Jamison Jones, and Shanarra Anderson with Combine & Concepts.

Mr. Brewton provided a brief overview of the site plan and elevation renderings. The property borders Sistrunk Boulevard on the south between NE 7th Terrace and NE 8th Avenue. It is believed this project would be co-existent with the projected activity going on within the corridor. When the rezoning of the corridor was done one of the things anticipated was a mixture of many different types of uses. The FOP is not a non-profit organization, they pay taxes, and along with this component is an attached retail component. The FOP would have Administrative offices and associated with that would be a retail component to the east as well as professional office and a community facility possibility to allow meetings for the community on the third floor. The building is 45 feet in height and the interaction of the Police community would be a significant addition to help bring in new and other uses to the corridor.

Ms. Anderson explained that the proposal is for a 5,400-square-foot footprint and about a 1,600-square-foot retail space. They have tried to be sensitive with the design so it is contemporary but not necessarily commercial by adding different materials to break up the façade by using glass, glazing, metal, and stone. The ground floor of the Administrative building would have a large lobby, about 1,500 square feet, with an entry from the Sistrunk Boulevard corridor and from the parking lot. A reading area would be offered as well as a Police lounge, gym, and locker areas. The second floor would house the FOP offices. There would be a large entrance facing Sistrunk Boulevard, which the Benefits Manager, President, and Executive Assistant would always be able to see. There would also be additional offices and conference areas. The third floor would have an open tenant space available for build-out and future use. With regards to the elevation on NE 7th Terrace, the rear elevation would be towards the parking lot and towards residential that has balconies and planters on NE 8th Avenue.

Mr. Brewton added that when the plan was developed sensitivity as to how it would mix in with the community was taken into consideration. They met with Planning staff prior to coming to this Board because they wanted feedback on the design and whether they were accomplishing the role of making sure they would become a part of the community and that it did not stand out. The futures shown were fully supported by Planning staff. As one enters from the parking lot in the rear, there would be a courtyard with tables, to provide some type of on-street open area activity to combine the retail component with the office uses being proposed to the west. The FOP is a fully funded operation and they are ready to move forward with the process in accomplishing the acquisition of the property.

Ms. Glasco Foderingham questioned where the FOP office is currently located.

Mr. Brewton replied that the FOP office is currently located on NE 3rd Avenue just north of the Credit Union.

Mr. Strawbridge questioned if the FOP and Mr. Peretz were in cahoots.

Mr. Brewton explained that he heard Mr. Peretz was having a problem permitting his existing building so without any conversation of what he would be doing in the future, the goal was to help him get off the ground with what he was proposing to do at the current CRA site. It had nothing to do with this project. The FOP is not buying the property from Mr. Peretz; it is CRA property.

Mr. Wilkes noted there would be two buildings; one two-story and one three-story, with a 5,400-square-foot footprint. Mr. Wilkes questioned if the 1,600-square-foot footprint would be clarified for retail.

Ms. Anderson stated that the smaller building is 1,600 square feet and the large building is 5,400 square feet. The total square footage is close to about 18,000 square feet.

Mr. Brewton advised there would be retail in the smaller building as well as a commercial office on the third floor and FOP Administrative offices throughout the entire building.

Ms. Barber questioned the nature of the offices.

Mr. Brewton stated that there would be Administrative offices for FOP with a mixture of professional office. They want to offer a piece to the community to hold meetings, etc., which would be made available upon request. There would be retail to the east in the smaller building.

Mr. Strawbridge mentioned that their business is a for-profit business.

Mr. Brewton advised that they are a 501c8 and they also have a for-profit corporation, which they are expanding to this site. There will be about 6,000 square feet of leasable tenant space and the for-profit would be next door. The FOP office would be the 501c8 and they pay property taxes.

Chair Centamore questioned what kind of retail is anticipated.

Mr. Brewton indicated that retail has been discussed and there was a suggestion of a doughnut shop. They want to offer retail activity that would be compatible with what is going on along the corridor. They will be very aggressive in trying to make this happen and they do not want a year and a half long process. The FOP would be going out to the community because they want to have the Neighborhood Associations involved. Construction drawings would be developed and there has already been a meeting with Planning staff.

Ms. Barber questioned how many parking spaces there would be.

Mr. Brewton stated there would be 58 parking spaces, which is more than enough.

Mr. Spence advised that the next step is for an RFP to go out on the properties so the competitive process can move forward.

Ms. Barber indicated that she would like an analysis of the existing land and zoning uses to understand what percentage is zoned residential and commercial, as well as to understand what is utilized in the categories.

Mr. Spence noted that the underlying future land use is Regional Activity Center (RAC). Usually a land use plan would show commercial, industrial, residential, and this would show a large lot that has this area within an RAC. There is a breakdown table; however, it does not tell what tables, but will tell how much commercial, residential, etc. is allowed within that RAC. The zoning map is more focused and would provide information as to what parcels are zoned for business uses and residential uses.

Ms. Barber questioned the utilization rate of the residential.

Mr. Spence stated that Planning staff should have that information.

VII. Old/New Business

Investor's Forum – 2/21/18

NPF CRA Staff

Mr. Spence announced that the forum will be held on February 21, 2018. This is the first of two forums; a second forum will be held in March. This forum is directly geared for the community, local potential investors and property owners. There is a lot of activity and interest in the CRA, particularly coming to NE 9th Avenue from the east. They want to make sure that the people in the community are ready and invested and that they recognize what is occurring. The forum in March will follow up with a broader "Come one come all" investor's forum and Collier's Realty is being used to reach out to their nationwide client base to look at properties.

VIII. Communication to CRA Board – None.

IX. Public Comment – None.

X. Adjournment

There being no further business to come before the Board at this time, the meeting was adjourned at 5:01 p.m.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

[Minutes prepared by C. Guifarro, Prototype-Inc.]

ITEM III

Project Funding Update



As of 1/31/2018
FY 2018 REPORT SUMMARY

Northwest Progresso Flanigan Heights Project Tracking
COMMUNITY REDEVELOPMENT AGENCY (Beginning Balance as of 10.1.2017)

RFI Incentive Summary	Fiscal Year 2017	Fiscal Year 2018
Requesting Incentive Balance	\$ 12,300,000	\$ 5,937,777
Less FY 17 Obligated/Spent & FY 18 Proposed Spend	\$ (10,728,816)	\$ (5,087,000)
Transfer of funds from FY 18 (Local Center Upgrade)	\$ -	\$ (1,050,000)
FY 17 Remaining & FY 18 Proposed Remaining Funds	\$ 1,571,184	\$ -

TOTAL APPROVED INCENTIVE AMOUNT	AS-SIGNIZE	CAM #	CAM DATE	BASIS	X Done	FY 18 PROPOSED INCENTIVE PROJECTS	ADVISORY BOARD RECOMMENDATION OF FUNDING	CRA BOARD APPROVED FUNDING	TOTAL APPROVED AMOUNT FOR PAYMENT TO DATE	APPROXIMATED BALANCE	FY 18 OBLIGATED & DISBURSED FUNDS	INCENTIVE FUNDS 4.3.2018	PROPOSED FY 18 REMAINING FUNDS
\$ 10,000,000	Development Incentive - Year 2	17-0075	6/22/2017	Term Interest Expense					\$ 1,240,000	\$ 4,000,000	\$ 1,043,475	\$ 1,350,529	
\$ 7,000,000	The SIX13 - Year 2	17-0633	6/6/2017	Funding Assistance	0.0%				\$ 2,000,000				
\$ 1,400,000	Schunk Market Project (NW 6th Investment LLC)	17-1331	1/25/2017	Repayable Loan	0.0%			\$ 1,400,000					
\$ 350,000	StartUps Club (East FILL Remarks)	17-1140	10/6/2017	Repayable Loan	0.0%			\$ 350,000					
	Howards Upholstery	G. Hall			0.0%			\$ 1,000,000					
	Hoover Architectural Products	G. Hall			0.0%			\$ 1,000,000					
	Streetscape Enhancement - CRA091803								\$ 453,737	\$ 400,000			
	Dave's Tires	G. Hall		Funding Assistance	0.0%	\$ 453,737							
	15th Avenue Church of God	G. Hall		Funding Assistance	0.0%	\$ 50,000							
	Property & Business Improvement - CRA091802												
\$ 221,000	Solid Soccer LLC-MS Calls Project	17-0688	10/6/2017	Funding Assistance	0.0%			\$ 221,000		\$ 650,000			
	Gail Hyatt - Schunk Retail Center	B. Wojcik	2019	Funding Assistance	0.0%			\$ 225,000					
\$ 350,000	GHOS LLC (Smityo) - 1194 LLC (escrow)	18-0077	1/22/2018	Funding Assistance	0.0%			\$ 350,000					
	Rechter Holdings (835 LLC)	B. Wojcik	2019	Funding Assistance	0.0%	\$ 50,000							
	Rechter Holdings (837 LLC)	B. Wojcik	2019	Funding Assistance	0.0%	\$ 60,000							
	Bo Finewood	B. Wojcik	2018	Funding Assistance	0.0%	\$ 20,000							
	MAN Holdings LLC	B. Wojcik	2019	Funding Assistance	0.0%	\$ 60,000							
	Jenlo Holdings	B. Wojcik	2019	Funding Assistance	0.0%	\$ 50,000							
	GFC Enterprises LLC	B. Wojcik	2019	Funding Assistance	0.0%	\$ 20,000							
	Builders Bargin	B. Wojcik	2018	Funding Assistance	0.0%	\$ 30,000							
	New Hope Church	G. Hall	2018	Funding Assistance	0.0%	\$ 50,000							
	Dan Levy	B. Wojcik	2018	Funding Assistance	0.0%	\$ 60,000							
	Commercial Façade Improvement - CRA091801									\$ 722,000	\$ 97,500	\$ 845,500	
	Aero Tech	B. Wojcik		Funding Assistance	0.0%	\$ 7,500							
	Rechter Holdings	B. Wojcik		Funding Assistance	0.0%	\$ 7,500							
	GHOS LLC (Smityo) - 1194 LLC	B. Wojcik	1/22/2018	Funding Assistance	0.0%	\$ 27,500		\$ 100,000					
	Rechter Holdings 813 NIE 7 Ave Restaurant (Retail)	B. Wojcik		Funding Assistance	0.0%	\$ 13,500							

Entity	Person	Funding Assistance	0.0%	Funding Assistance	0.0%	Advisory Board Recommendation of Funding	CRB Board Approved Funding	Total \$ Approved / Encumbered for Payment to Date	Approved Balance	Budget Transfer	FY 18 Remaining Funds
Standtown Warehouse LLC Scott Hoffman-Aero Tech Labs	B. Wojcik		0.0%	\$ 7,500					\$ 5,953,727	\$ 5,987,500	\$ 1,033,773
	B. Wojcik		0.0%	\$ 7,500							
144 BUSINESS INCENTIVES FUNDING TOTAL:											
TOTAL APPROVED INCENTIVE AMOUNT											
RESIDENTIAL INCENTIVES	Assignment										
Residential Rehabilitation Program (Single-Family Homes)											
Purchase Assistance Program (Single-Family Homes)											
145 RESIDENTIAL INCENTIVES FUNDING TOTAL:											

ITEM IV (1)


**Disposition of Property
(835 NW Third Street)**



CITY OF FORT LAUDERDALE

COMMUNITY REDEVELOPMENT AGENCY

MEMORANDUM

DATE: March 13, 2018
TO: NPF Redevelopment Advisory Board Members
FROM: D'Wayne Spence, NPF CRA Manager 
SUBJECT: Disposition of NPF CRA Property (835 NW 3 Street)

RECOMMENDATION

It is recommended that the Northwest - Progresso - Flagler Heights Redevelopment Advisory Board (NPF Advisory Board) recommend to Northwest Progresso Flagler Heights Community Redevelopment Agency Board of Commissioners (NPF CRA Board) the approval of the disposition of the NPF CRA property located at 835 NW 3rd Street, Fort Lauderdale, Florida to 230145 LLC/Lansing Melbourne Group LLC.

BACKGROUND

On May 9, 2017, Peter Flotz, on behalf of Lansing Melbourne Group LLC presented to the NPF Advisory Board a proposal for redevelopment of a block of properties along Sistrunk Boulevard and NW 7th Avenue. The proposed redevelopment required the assemblage of properties including a small parcel owned and occupied by Anointed by Christ International Christian Center, Inc. ("Church Parcel"). Lansing Melbourne Group LLC proposed to relocate the church to a parcel of land owned by NPF CRA identified by postal address 835 NW 3rd Street (CRA property). (See **Exhibit A**) The CRA Advisory Board reviewed the proposal and unanimously authorized the sale of the CRA property. A copy of the minutes of the May 9, 2017 CRA Advisory Board are attached as **Exhibit B**.

Pursuant to Section 163.380(3)(a), Florida Statutes, a Notice of Intent to Dispose of Fort Lauderdale Community Redevelopment Agency Property for the Development of Vacant Real Property located at 835 NW 3rd Street in the Northwest-Progresso-Flagler Heights Community Redevelopment Area was published in the Sun-Sentinel on January 3, 2018. The notice provided that all proposals were due at the CRA Office on or before 4:00 p.m. on February 5, 2018. A copy of the Notice is attached as **Exhibit C**. On February 2, 2018, a proposal from Lansing Melbourne Group, LLC on behalf of 220145, LLC was received. A copy of their proposal is attached as **Exhibit D**. No other proposals were submitted.

STAFF ANALYSIS

230145 LLC ("Proposer") offers to purchase the CRA property "as is" at appraised value of \$85,000 plus closing cost with no inspection period with a closing date of ten days after the execution of required agreement. Staff has evaluated the proposal and finds that it meets the requirements of the solicitation as follows:

- 1) Is in the best public interest and promotes or facilitates the furtherance of the goals, objectives and policies of the NPF CRA Redevelopment Plan; and

The NPF CRA Redevelopment Plan is designed, in part to stimulate private development of areas planned for commercial development. The project furthers the goals, objectives and policies of the NPF CRA Redevelopment Plan which provides for direct physical improvements to enhance the overall environment, remove blight, improve the quality of life and attract sound business, commercial and mixed use development that provides job opportunities. The massive development proposed to be built by the developer cannot move forward without the purchase of the Anointed by Christ International Christian Center, Inc. property. The development team, who has over 25 years of development experience, has stated that they will submit a DRC application and move forward with their project once the acquisition of the property occurs. The new development will have an estimated value of \$60-80 million and is estimated to create over 300 full time equivalent jobs.

- 2) Is most responsive to the redevelopment goals of the NPF CRA and in the best interest of the CRA and public; and

The proposal is the only proposal submitted and is therefore most responsive to the redevelopment goals of the NPF CRA and in the best interest of the CRA and public for the reason stated in staff comments to number 1 above.

- 3) Demonstrates the financial capacity, legal ability, development experience, qualifications and ability best suited to carry out such proposal.

The Developer demonstrates the financial capacity, legal ability, development experience, qualifications and ability best suited to carry out the proposal.

- 4) Agrees to purchase the property in "As Is" condition for its appraised value of \$85,000.

The developer proposes to pay the CRA the appraised value of the property of \$85,000 plus closing cost.

CONSISTENCY WITH THE NPF CRA COMMUNITY REDEVELOPMENT PLAN

Section 5.K. of the NPF CRA Community Redevelopment Plan provides that the CRA shall dispose of property to ensure that redevelopment occurs, as provided in Section 163.380, Florida Statutes.

Attachments:

Exhibit A: Location Map

Exhibit B: Minutes of the May 9, 2017 CRA Advisory Board

Exhibit C: Notice of Intent to Dispose of CRA Property at 835 NW 3 Street

Exhibit D: Proposal by 230145 LLC/Lansing Melbourne Group LLC

Author: Bob Wojcik, AICP



LOCATION MAP

V. Property Acquisition – 835 NW Third Street

Peter Flotz, developer, explained that this proposal is for a multi-block redevelopment of a key piece of property along the Sistrunk Corridor. It includes nearly every parcel on the subject block. One space not included in this project is a small parcel at Sistrunk Boulevard and 7th Avenue. The developer is negotiating a contract with this property, which is owned by a church, to relocate elsewhere in the neighborhood. The development team wishes to purchase a property at 3rd Street and 9th Avenue for this purpose and submit a conditional use application for the church. The request is for the CRA to enter into a contract with the developer to purchase this property.

Mr. Hooper arrived at 3:33 p.m.

Mr. Brown advised that Staff supports the use and sale of the subject property at its appraised value in order to relocate the church. Chair Centamore clarified that the developer wishes to purchase the subject parcel for its appraised value after the CRA acquires it from the City. This value is approximately \$75,000.

Mr. Lagi asked if the developer plans to approach the CRA at a later date seeking a contribution for the subject property. Mr. Flotz confirmed this.

Ms. Foderingham asked if relocation of the church would result in parking issues. Mr. Flotz replied that the development team will have to show a site plan that provides adequate parking under City Code. He noted that the church itself is relatively small.

Motion made by Mr. Wilkes, seconded by Mr. Hart, to approve the recommendation of Staff to allow the sale of property at the same price in exchange for the 835 NW 3rd [property]. In a roll call vote, the motion passed 12-0.

Mr. Flotz explained that the developer's contract with the church requires them to provide the facility with a new site. They are not responsible for constructing a new church building.

VI. CRA Update – Cameras on Sistrunk

Seymour Ferguson, representing the Fort Lauderdale Police Department, reported that cameras have been installed thus far at 16 sites along Sistrunk Boulevard. Their locations range from US-1 to NW 23rd Avenue.

Mr. Strawbridge recalled that in a previous year, the CRA allocated roughly \$500,000 to the camera project. This allocation was later followed by a second request to fund the installation of firewalls for the cameras. He asked if any funds were left over after the installation, pointing out that there are over 70 cameras located on the beach while the

Order ID: 5365080

* Agency Commission not included

GROSS PRICE * : \$347.45**PACKAGE NAME:** SSC Notice of Public Sale**Product(s):** Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal**AdSize(s):** 1 Column**Run Date(s):** Wednesday, January 03, 2018**Color Spec.** B/W**Preview**

**NOTICE OF INTENT TO DISPOSE OF
FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY PROPERTY
FOR THE DEVELOPMENT OF VACANT
REAL PROPERTY LOCATED AT 835 NW
3RD STREET IN THE
NORTHWEST-PROGRESSO-FLAGLER
HEIGHTS COMMUNITY
REDEVELOPMENT AREA**

INVITATION FOR PROPOSALS

The Fort Lauderdale Community Redevelopment Agency (the "CRA") hereby gives public notice pursuant of Section 163.380(3)(a), Florida Statutes (2017) of its Intent to dispose of real property within the Northwest-Progresso-Flagler Heights Community Redevelopment Area ("NPF CRA"). The real property referred to herein is identified by postal address 835 NW 3rd Street in Fort Lauderdale, Florida 33311 and is legally described as:

Lots 19, 20 and 21, Block B, of FORT LAUDERDALE LAND & DEVELOPMENT COMPANY'S SUBDIVISION OF BLOCK 6, according to the plat thereof as recorded in Plat Book 1, Page 57, of the Public Records of Miami-Dade County, Florida, said land lying and being in Broward County, Florida; LESS Right-Of-Way in Resolution No. 15-84 recorded under instrument Number 112995286, and TOGETHER WITH south half of vacated alley described in Ordinance C-13-40 recorded under instrument Number 113250392, all of the Public Records of Broward County, Florida (Parcel ID 5042-10-12-0720)

(the "Property")

The real property is vacant land designated on the Official Zoning Map of City of Fort Lauderdale as RMM-25, Residential Mid Rise Multifamily/Medium High Density District. The Market Value of the property as of December 5, 2017 is \$85,000, based on an appraisal of the property by Calloway & Price, Inc.

Order ID: 5365080

* Agency Commission not included

GROSS PRICE * : \$347.45**PACKAGE NAME: SSC Notice of Public Sale**

The CRA seeks to convey the above described real property for development that promotes or facilitates the furtherance of the goals, objectives and policies of the Community Redevelopment Plan: Northwest Progresso Flagler Heights Community Redevelopment Area (the "Plan"). The CRA invites interested parties to submit a proposal for development of the Property in accordance with the goals, objectives and policies of the Plan. It is recommended that proposers request a preliminary review from the City's Department of Sustainable Development ("DSD") prior to submitting a response to this solicitation to determine whether the project complies with the requirements of the City's Unified Land Development Regulations ("ULDR"). DSD may also be able to advise on recommended procedures and provide a development approval timeline. Proposers are responsible for ensuring compliance with State, County, City laws and regulations and other applicable codes, with respects to construction, operation and maintenance of the Property.

The selected proposer will be required to enter into an agreement with the CRA that may include, but not be limited to, restrictions on the sale or lease of the Property, approval rights over development, rights of reverter, restrictions on land uses and structures, development completion schedule, insurance and indemnification, and other conditions of conveyance deemed to be in the best interest of the CRA and public. Restrictive covenants may be required in order to ensure continuity of the proposed uses.

Files containing information regarding the property are available for inspection and review at 914 NW 6th Street, Suite 200, Fort Lauderdale, Florida 33311 by contacting the Fort Lauderdale Community Redevelopment Agency at 954 828-4518.

All proposals for the development of this site shall be submitted on or before 4:00 P.M., February 5, 2018, to the address below, at which time all proposals will be publicly opened and recorded. Proposals received after that time will not be opened or considered. Submission must include one (1) signed original Proposal and fifteen (15) copies, including all attachments in a sealed envelope and marked:

835 NW 3rd Street Proposal

Order ID: 5365080

* Agency Commission not included

GROSS PRICE * : \$347.45**PACKAGE NAME: SSC Notice of Public Sale**

City of Fort Lauderdale Community Redevelopment Agency (CRA)
914 NW 6th Street (Sistrunk Boulevard),
Suite 200 Fort Lauderdale, Florida 33311

It is the intent of the CRA to select the proposers who submits a development proposal that:

- 1) Is in the best public interest and promotes or facilitates the furtherance of the goals, objectives and policies of the NPF CRA Plan; and
- 2) Is most responsive to the redevelopment goals of the NPF CRA and in the best interest of the CRA and public; and
- 3) Demonstrates the financial capacity, legal ability, development experience, qualifications and ability best suited to carry out such proposal.
- 4) Agrees to purchase the property in "As Is" condition for its appraised value of \$85,000.

The CRA reserves the right to accept or reject any and all proposals, either in whole or in part with or without cause, waive any technicalities or irregularities of any proposals, cancel this request for proposals, and to make the award in the best interest of the CRA, subject to approval of the CRA Board of Commissioners.

1/3/2018



February 1, 2018

City of Fort Lauderdale Community Redevelopment Agency
914 NW Sistrunk Blvd, Suite 200
Fort Lauderdale, Florida 33311

Re 835 NW 3rd St Proposal

Good Morning:

On behalf of 220145 LLC, we are please to offer you this proposal to purchase vacant property at 835 NW 3rd Street in response to your "Invitation for Proposals". Lansing Melbourne Group, LLC (LMG) is acting in a capacity of owner's representative for 220145 LLC (Purchaser) in this transaction and in the redevelopment of certain properties nearby, further described herein.

The offer to purchase is as follows:

- Purchase Price of \$85,000.00 (Eighty five thousand dollars and no cents) payable in cash at closing
- Closing Date of ten days after the execution by the parties of any required CRA agreements cited in the "Invitation for Proposals"
- Closing Costs will be paid by Purchaser
- No inspection period
- Closing Agent will be Lawyers 1st Title
- Property will be accepted "as is"
- Proposed use of the property will be for the relocation of a small church, as further described herein

Background

LMG and the Purchaser have been acquiring property on the southwest corner of NW 7th Avenue and Sistrunk Boulevard in pursuit of a major redevelopment project. All the lots on the large block bounded by NW 7th Avenue on the east, NW 9th Avenue on the west, Sistrunk Boulevard on the north, and NW 4th Street on the south, are now owned by Purchaser or the city except for three parcels on the west side. Of those, only one parcel is necessary to develop the proposed plan. This one lot currently houses a small church. Purchaser has entered in to an agreement with the church to purchase the subject lot and provide funds to build a new facility, in addition to providing assistance with entitlements. In June of 2017, Purchaser held meetings with the City's Department of Sustainable Development along with the Transportation and Mobility Department to review the feasibility of relocation. Those meetings resulted in a positive outcome.



2420 E Sunrise Blvd #90
Fort Lauderdale, FL 33304

Tel: (321) 302-2930

Website: www.lansingmelbournegroup.com
Email: pflotz@lmgroup.us



The relocation of this church is key to purchaser's redevelopment plan for the assemblage. Last July, LMG presented the concept of relocating the church to this parcel along with a detailed plan for the redevelopment of the NW 7th Avenue and Sistrunk Boulevard property to the NW CRA Advisory Board. The concept was unanimously accepted and we are prepared to move forward upon acquisition of the subject property.

Please contact the undersigned if you require further information. We are prepared to move forward immediately upon approval by the appropriate City Boards.

Sincerely,
LANSING MELBOURNE GROUP, LLC

Peter Flotz
Managing Member

Attachment: Sistrunk Boulevard Redevelopment Project Presentation



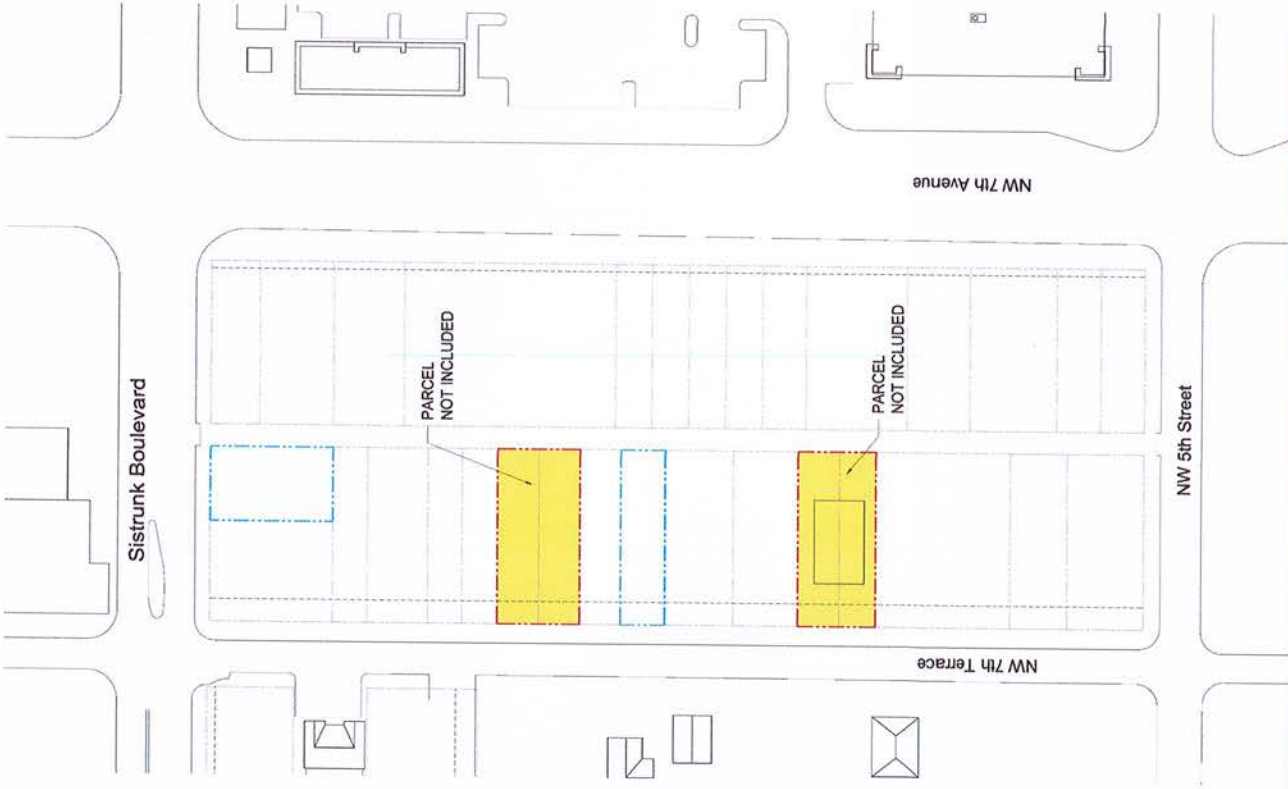
2420 E. Sunrise Blvd #90
Fort Lauderdale, FL 33304

Tel: (321) 302-2930

Website: www.lansingmelbournegroup.com
Email: pflotz@imgroup.us

Sistrunk Boulevard Redevelopment Project
NWCRA Staff Presentation
July 13, 2017

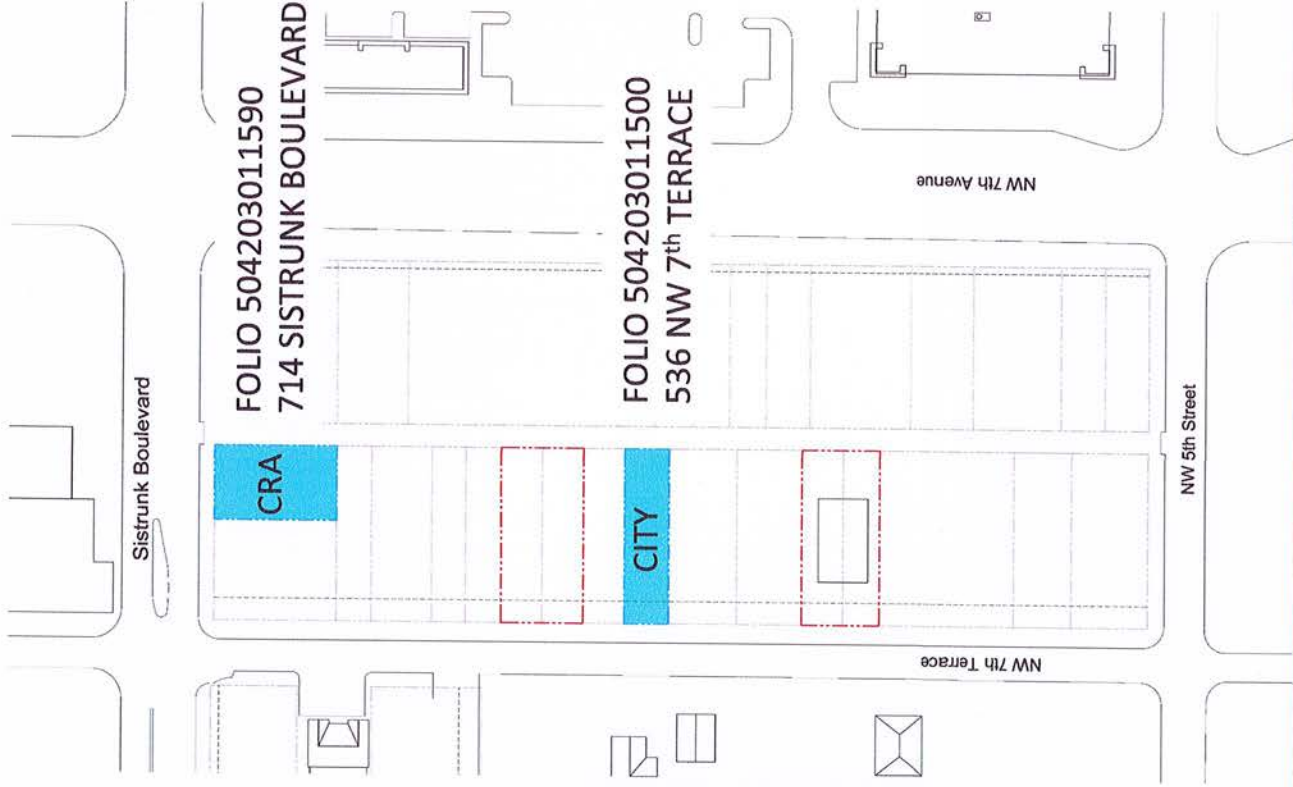
PROPERTY DIAGRAMS



PARCEL PLAN
EXCLUDED PARCELS



PROPERTY DIAGRAMS



Issue:
Project requires control of one city parcel and one CRA parcel

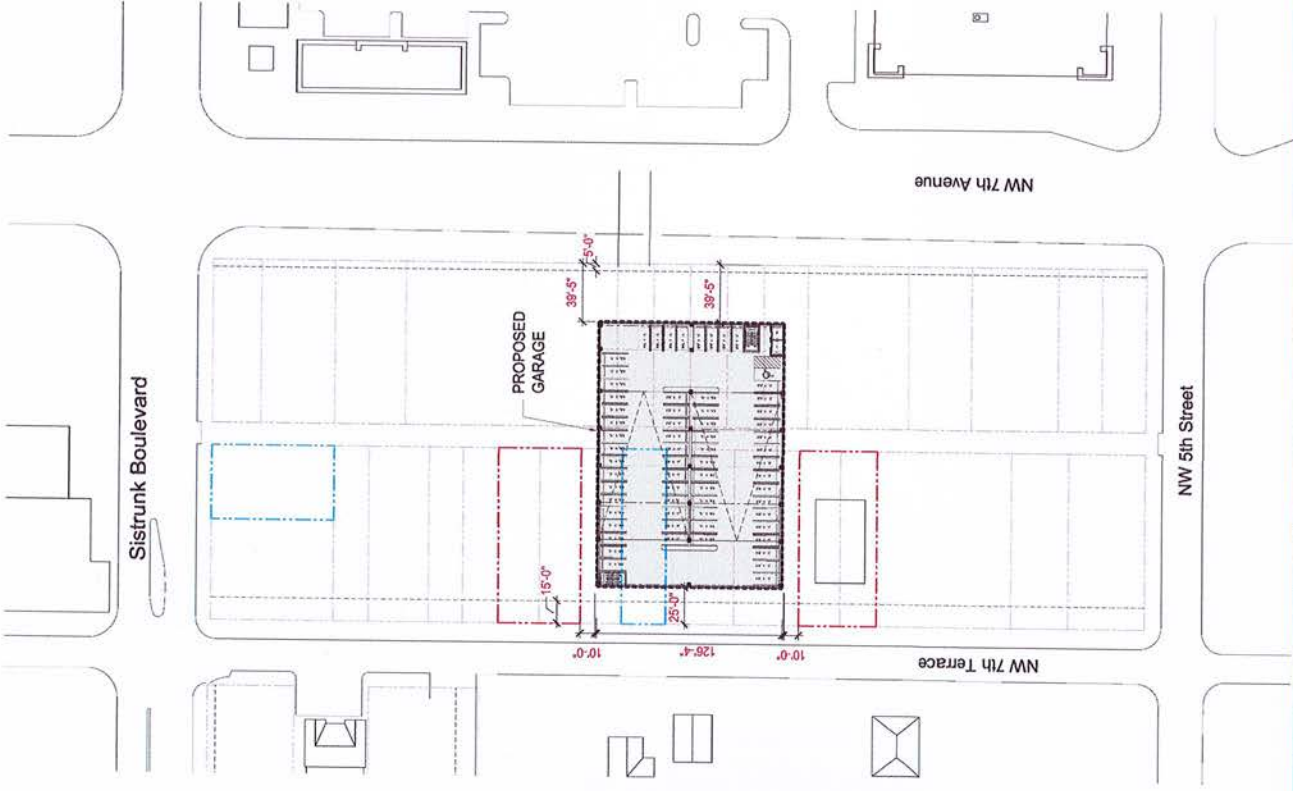
Note:
City parcel falls within garage footprint

Goal:
Determine property transfer method

PARCEL PLAN
CITY AND CRA PARCELS



PROPERTY DIAGRAMS



Issue:
Garage for project
and public parking

Goal:
*Identify ownership of
land, ownership of
building.*

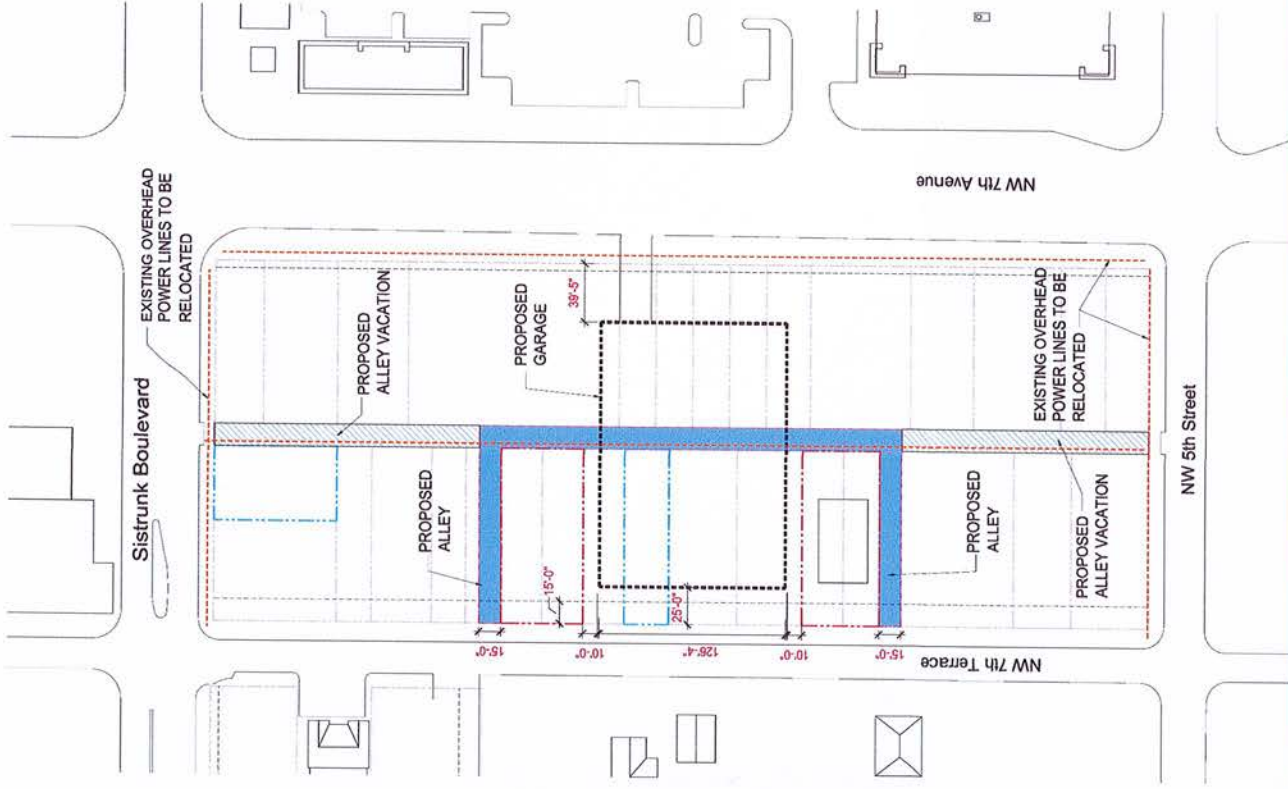
PARCEL PLAN
PARKING DECK LOCATION



PROPERTY DIAGRAMS

Issue:
Alley
discontinuance
Goal:
*Understand
requirements for
excluded parcels*

PARCEL PLAN
ALLEY CONFIGURATION

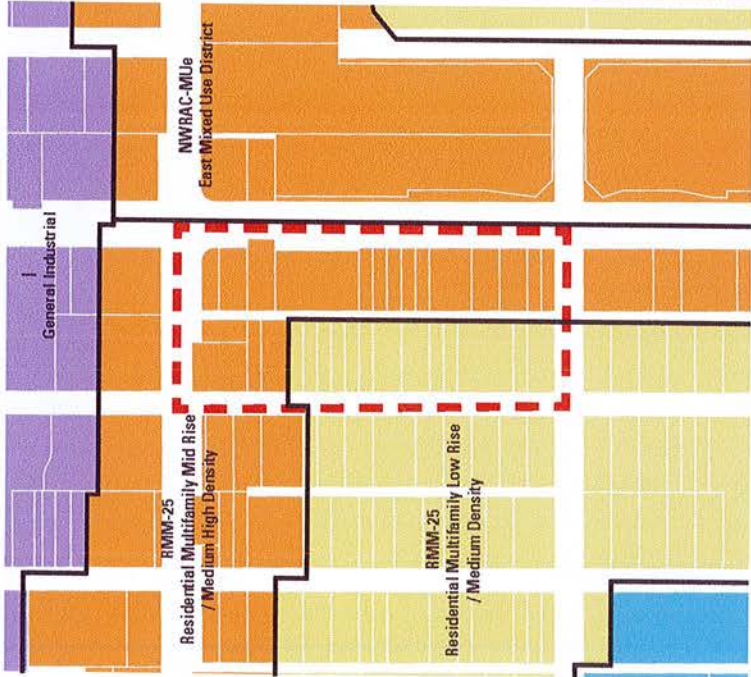


ZONING DIAGRAMS

ZONING DIMENSIONAL REQUIREMENTS

RMM-25: Residential Multifamily Mid Rise / Medium High Density									
	Single Family	Duplex	Zero Lot Line	Cluster Dwelling	Townhouse Group	Multifamily	B & B Dwelling	Hotel	Other
Max Density (du/het acre)	25	75	25	25	25	25	30 sleeping rooms per net acre (9 sleeping rooms max per dwelling)	30 sleeping rooms per net acre	None
Min Lot Size (sq. ft.)	5,000	5,000 (2,500 each du)	4,000	2,500 each du	7,500	5,000	5,000	10,000	10,000
Max Structure Height (ft.)	35	35	35	35	35	55	35	55	55
Max Structure Length (ft.)	None	None	None	None	200	200	None	200	200
Min Lot Width (ft.)	50	50	40	750 each du	50	50	150	100	100
Min Floor Area (sq. ft.)	750	400 each du	1,000	750 each du	750 each du	400 each du	120 per sleeping room	120 per sleeping room	None
Min Front Yard (ft.)	25	25	25	25	25	25	25	25	25
Min Corner Yard (ft.)	25%	25%	25%	25%	25%	25%	25%	25%	25%
Min Side Yard (ft.)	5ft up to 2ft in height. Where building exceeds 22ft, that portion shall be set back additional 1ft per foot of additional height	5ft up to 2ft in height. Where building exceeds 22ft, that portion shall be set back additional 1ft per foot of additional height	For corner lots 15ft. When abutting another ZLL lot, for 1 side of building and 10' for other side (no ZLL dwelling shall be closer than 10ft to other building). When abutting non ZLL same as Single Family Lot	Shared side yard shall be 5ft for principal structure only	10ft from property line and 20ft from an H.O.W., dedicated street, or street widening line. 5ft easement which extends from front to rear lot lines along a side lot line of the townhouse group not abutting a public street shall be required for use by owners within group	10	10ft. up to 22ft in height, where building exceeds 22ft, in height, that portion of the building	20	20
Min Rear Yard (ft.)	15	15	15	15ft for principal structure only	20	20	20	20	20
Min Distances Between Buildings (ft.)	None	None	None	None	None	None	None	None	None

HWRAC-MUw: West Mixed Use District	
Max Height (ft.)	45
Min Lot Size (sq. ft.)	None
Min Lot Width (ft.)	None
Max FAR	None
Density	None
Yard Requirements	0ft (primary street) 5ft (secondary street and NW 7th Ave)
When Abutting Residential	15ft
Min Shoulder Height (ft.)	25 (2 stories)
*Side yard not required unless abutting residential property	



ZONING MAP EXISTING

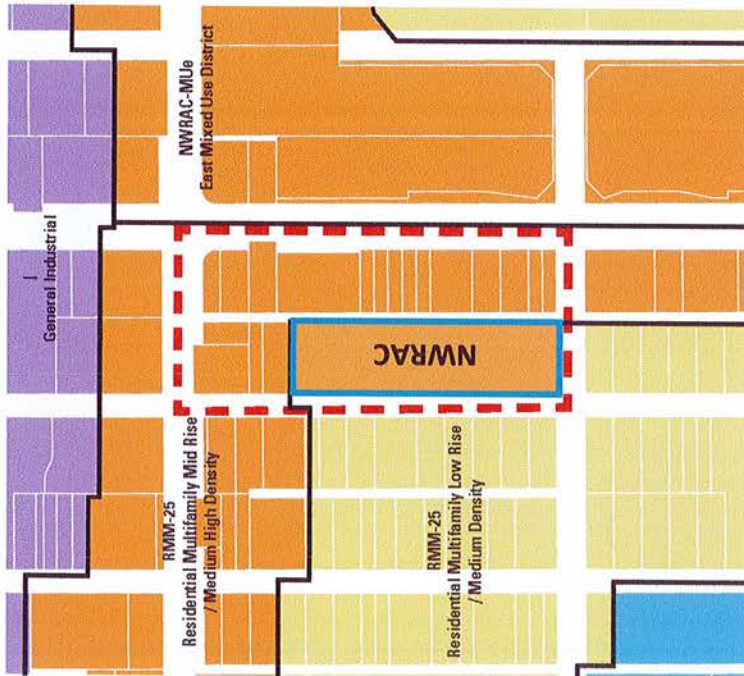


ZONING DIAGRAMS

ZONING DIMENSIONAL REQUIREMENTS

	Single Family	Duplex	Zero Lot Line	Cluster Dwelling	Townhouse Group	Multifamily	B & B Dwelling	Hotel	Other
Max Density (du/net acre)	25	25	25	25	25	25	30 sleeping rooms per net acre (9 sleeping rooms max. per dwelling)	30 sleeping rooms per net acre	None
Min Lot Size (sq. ft.)	5,000	5,000 (2,500 each du)	4,000	2,500 each du	7,500	5,000	5,000	10,000	10,000
Max Structure Length (ft.)	35	35	35	35	35	55	35	55	55
Max Structure Width (ft.)	None	None	None	None	200	200	None	200	200
Min Lot Width (ft.)	50	50	40	None	50	50	50	100	100
Min Floor Area (sq. ft.)	750	400 each du	1,000	750 each du	750 each du	400 each du	120 per sleeping room	120 per sleeping room	None
Min Front Yard (ft.)	25	25	25	25	25	25	25	25	25
Min Corner Yard (ft.)	25% of lot width; not <10ft. or >25ft.	25% of lot width; not <10ft. or >25ft.	None	25% of lot width; not <10ft. or >25ft.	25% of lot width; not <10ft. or >25ft.	25	25% of lot width; not <10ft. or >25ft.	25	25
Min Side Yard (ft.)	5ft. up to 22ft. in height. Where building exceeds 22ft. that portion shall be set back additional 1ft. per foot of additional height.	5ft. up to 22ft. in height. Where building exceeds 22ft. that portion shall be set back additional 1ft. per foot of additional height.	For corner lots: 15ft. When abutting another ZLL lot on side of building and 10ft. for other side (no ZLL). When abutting other building, when abutting to other building. When abutting non ZLL same as Single Family Lot.	Shared side yard shall be set for principal structure only.	10ft. Non-property line and 20ft. from an R.O.W., dedicated street, or street widening line. Set easement which extends from front to rear lot lines along a side lot line of the townhouse group not abutting a public street shall be required for use by owners within group.	10	10ft. up to 22ft. in height; where building exceeds 22ft. in height that portion of the building	20	20
Min Rear Yard (ft.)	15	15	15	15ft. for principal structure only	20	20	20	20	20
Min Distance Between Buildings (ft.)	None	None	None	None	None	10ft. or 20% of tallest building (whichever is greater)	None	10ft. or 20% of tallest building (whichever is greater)	0

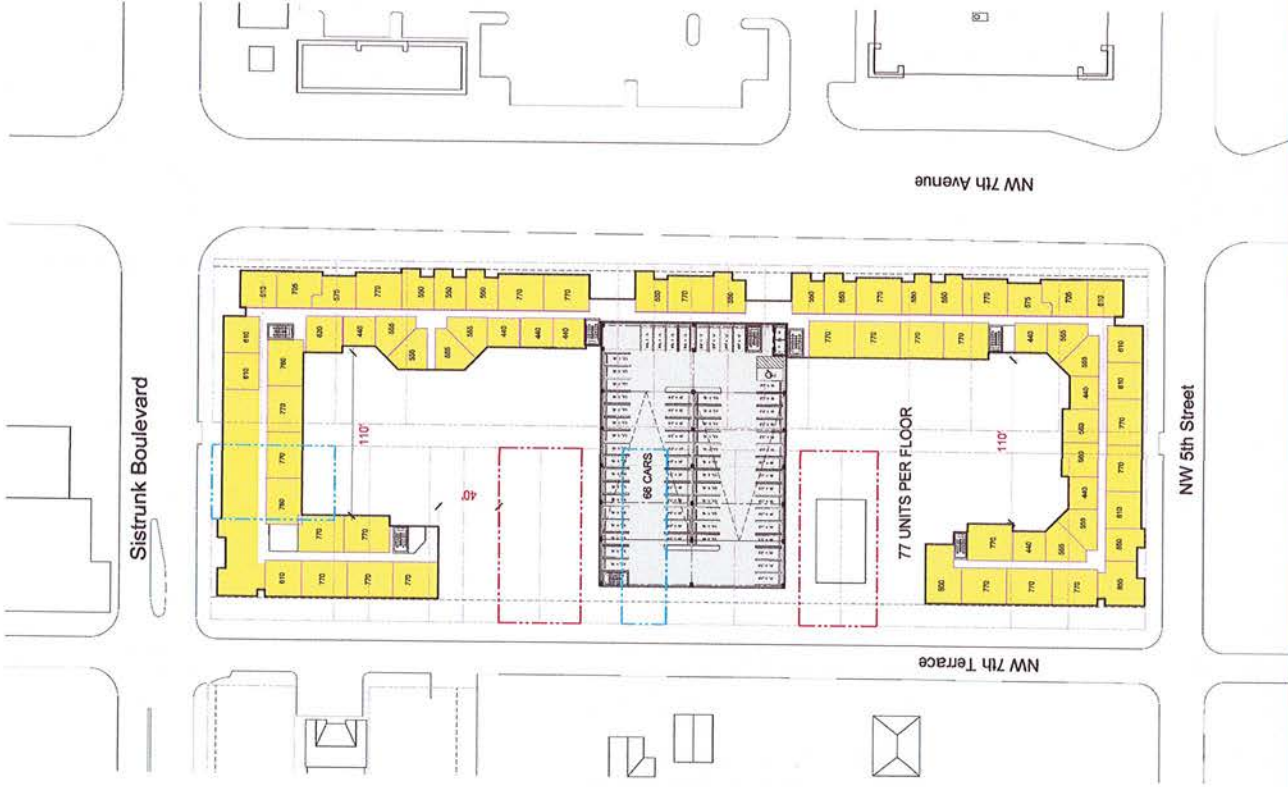
NWRAC - MU w. West Mixed Use District	
Max Height (ft.)	45
Min Lot Size (sq. ft.)	None
Min Lot Width (ft.)	None
Max FAR	None
Density	None
Yard Requirements	0ft. (primary street) 5ft. (secondary street and NW 7th Ave.)
When Abutting Residential	15ft.
Min Shoulder Height (ft.)	25 (2' street)
*Side yard not required unless abutting residential property	



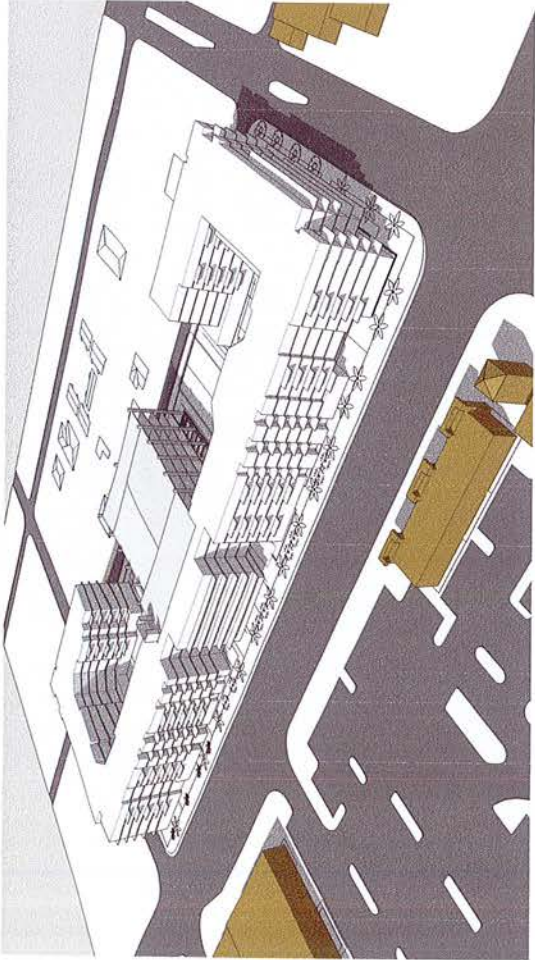
ZONING MAP PROPOSED



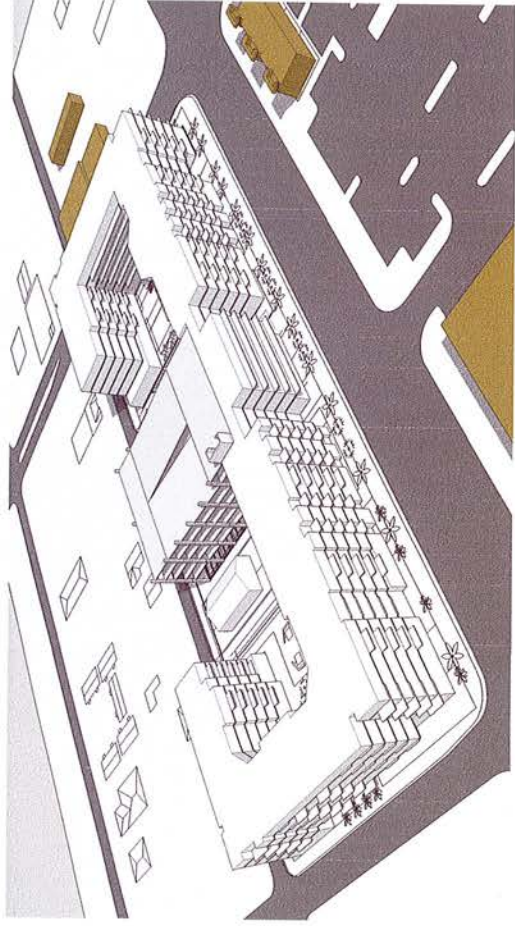




TYPICAL RESIDENTIAL
FLOOR PLAN 2-6



SISTRUNK AND 7TH AVENUE



NW 7TH AVENUE AND 5TH STREET

PRELIMINARY MASSING

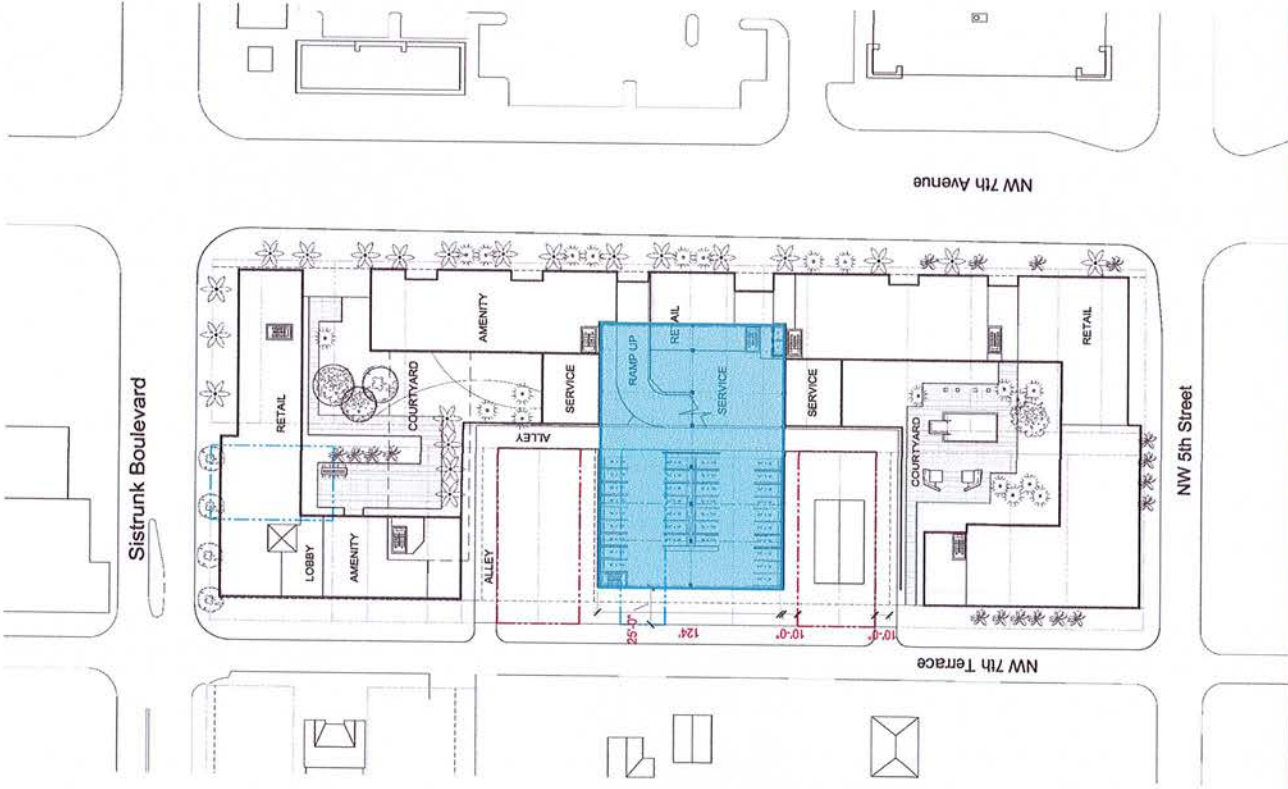
NW 7TH TERRACE AND 5TH STREET

SISTRUNK REDEVELOPMENT
JULY 13, 2017



Goal:
*Offset Garage
Construction Costs*

PARKING GARAGE

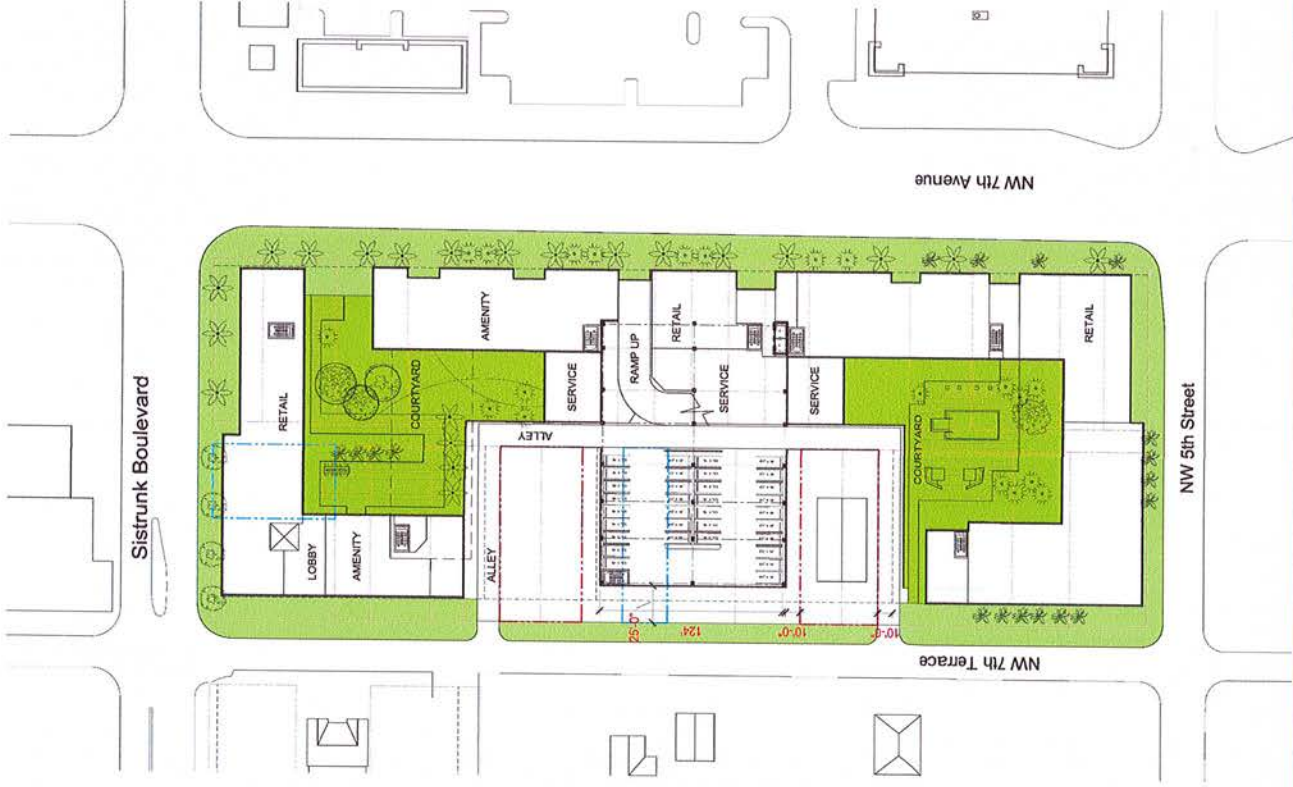


INCENTIVES DIAGRAMS

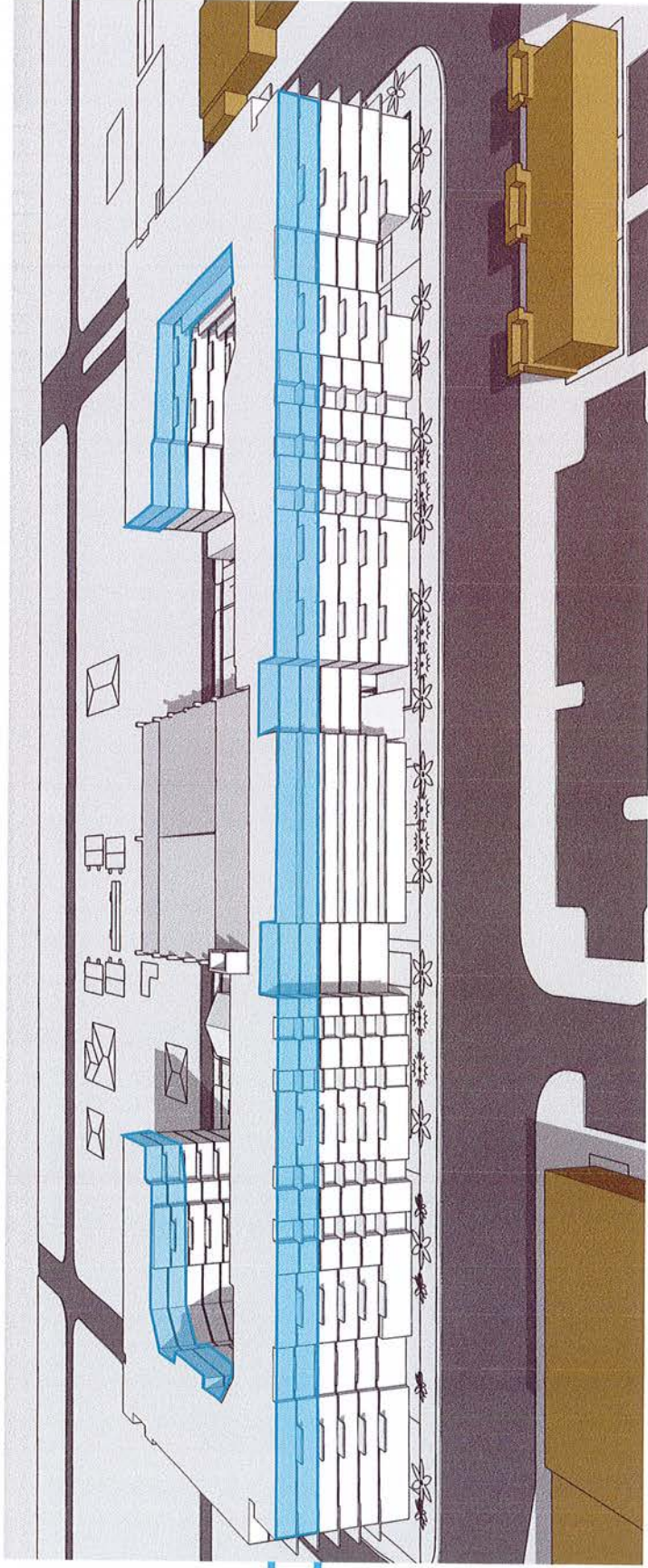
Issue:
Need for substantial
green and hardscape

Goal:
*Identify funding
assistance*

ENHANCED STREETSCAPE



INCENTIVE DIAGRAMS



65 FEET
45 FEET

7TH AVENUE ELEVATION

Goal:
Minimize feasible rent

20' CONDITIONAL USE HEIGHT - 65'

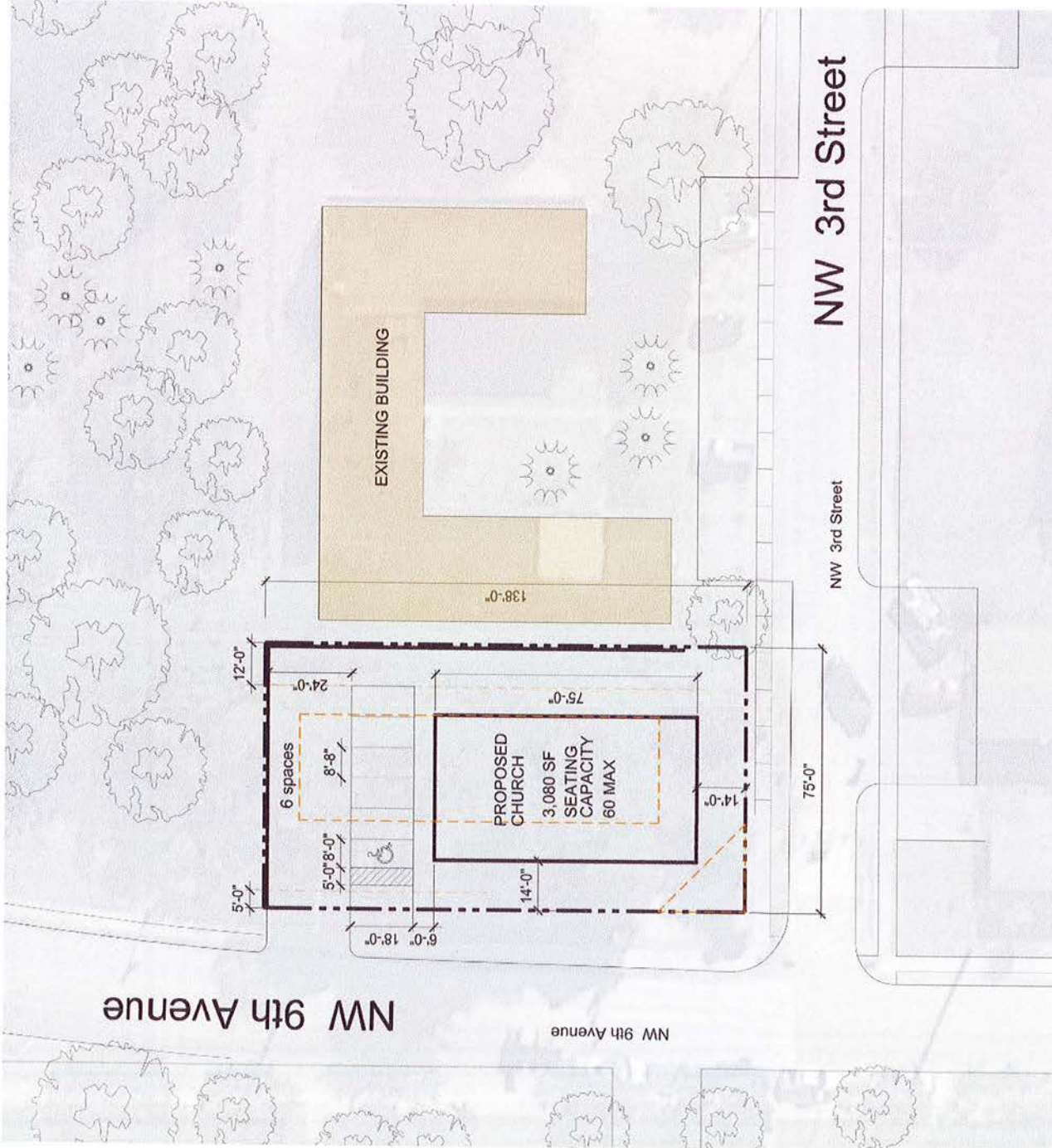
BUILDING HEIGHT

INCENTIVES DIAGRAMS

Issue:
Complete property
Acquisition

Goal:
*Timeline for closing
and control for DRC
submittal*

CHURCH SITE PLAN





February 15, 2018

Lansing Melbourne Group, LLC.
2420 E Sunrise Boulevard #90
Fort Lauderdale, FL 33304
Attn: Peter Flotz, Managing Member

RE: Request for Additional Information for Proposal to Purchase 835 NW 3 Street

Dear Mr. Flotz:

We acknowledge the timely receipt of the proposal to purchase by Lansing Melbourne Group, LLC, on behalf of 220145 LLC ("Purchaser") submitted in response to Fort Lauderdale Community Redevelopment Agency's ("CRA") Invitation for Proposals for the purchase and development of real property identified by postal address 835 NW 3rd Street. The following additional information is requested prior to scheduling this item for consideration by the Northwest-Progresso-Flagler Heights CRA Advisory Board.

Please provide written responses to the following questions by February 26, 2018:

1. Please provide documentation demonstrating that Lansing Melbourne Group, LLC is an authorized agent for 220145 LLC in this transaction.
2. Please provide the address and Broward County Property Appraiser's property folio number for the lot currently housing a small church ("church property") that the Purchaser proposes to purchase, the name and proof of ownership of the subject property, the location of the church property in relation to the site assemblage that is being undertaken at the southwest corner of Sistrunk Boulevard and NW 7th Avenue, any executed agreement by the Purchaser to purchase the church property and the acceptance of the property at 835 NW 3 Street by the owner of the church property as an acceptable church relocation site.
3. Is Lansing Melbourne Group, LLC or 220145 LLC the proposed "Developer" of the property at the NW corner of Sistrunk Boulevard and NW 7th Avenue?
4. Provide a timeline for the construction of the new church building at 835 NW 3 Street and explain the involvement of Lansing Melbourne Group, LLC and 220145 LLC in the construction of the new church building, the estimated budget for the new structure, elevations or graphic representation of the new church (if available), and any design review comments from City Of Fort Lauderdale Planning and Design staff.
5. Indicate how redevelopment of the property at the SW corner of Sistrunk Boulevard and NW 7th Avenue would be impacted if 220145 LLC was unable to purchase the property at 835

NW 3 Avenue as a church relocation site? Is the site at 835 NW 3 Avenue the only acceptable site for relocation of the church?

6. How does the proposed project at the SW corner of Sistrunk Boulevard and NW 7th Avenue and the purchase of 835 NW 3 Street promote or facilitate the goals, objectives and policies of the NPF CRA Community Redevelopment Plan, including but not limited to eliminating blighting conditions, promoting quality development of a desirable nature in the Northwest district, providing employment and housing opportunities, responding to community desires and preserving neighborhood integrity.

7. What is the timeline for the development by the "Developer" of the property at the SW corner of Sistrunk Boulevard and NW 7th Avenue and what is the estimated economic Impact of the proposed project (ie. CRA tax increment revenue, job creation, etc)

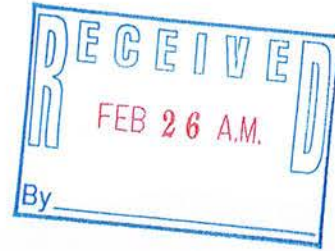
8. What are the qualifications and experience of the "Purchaser" and "Developer", and the development team?

Please do not hesitate to contact me at (954) 828 4519, or Bob Wojcik of our staff at 954 828-4521 if you require additional information or clarification.

Sincerely,



D'Wayne Spence
NPF CRA Manager



February 26, 2018

Mr. D'Wayne Spence
NPF CRA Manager
City of Fort Lauderdale Community Redevelopment Agency
914 W Sistrunk Blvd, Suite 200
Fort Lauderdale, Florida 33311

Re Your February 15, 2018 Request for Additional Information
LMG 2/1/18 Proposal to Purchase 835 NW 3rd St

Dear Mr. Spence:

On behalf of 220145 LLC, we are please to offer you this response to your request for additional information regarding our proposal to purchase property. We have listed our responses in the order of your questions.

1. Regarding LMG acting as authorized agent, the attachments to this letter include authorization from Mr. Felipe Yalale, Managing Member of 220145 LLC.
2. A copy of the purchase contract for the existing church property is attached to this letter. The folio number is 504203011440. The owner is Anointed by Christ International Christian Center, Inc, and we have included a copy of the deed and an aerial map showing its position in the block we intend to develop.
3. LMG is the developer of the property on behalf of the landowner.
4. The church has indicated that it will begin construction as soon as the DRC approval for a site plan has been obtained. On behalf of the project and in order to assist the church, LMG has held meetings with City planning staff and mobility staff. We have attached a site plan for the church which has been reviewed by staff, along with a letter sent to Benjamin Restropo in the Mobility Department summarizing our meeting. LMG and 220145 have committed to assisting in the DRC approval but not the construction phase of the project.
5. The 3rd Avenue site is the only site within the immediate area we could locate that would facilitate the possible church relocation after an exhaustive search. The proposed redevelopment project would be severely impacted because this site is in the middle of a proposed courtyard building. Without this site, all the land on the west half of the block south of the proposed garage becomes essentially unusable.
6. The proposed project has been previously presented to the NW CRA Advisory Board and we received unanimous support. We have also briefed various neighborhood stakeholders to obtain input on the project. This large vacant parcel under single control at the intersection of the two primary arterial roads in the neighborhood represent a rare opportunity to provide a cohesive and managed plan for redevelopment. First class, market rate rental housing at a fair price is rare in the



2420 E Sunrise Blvd #90
Fort Lauderdale, FL 33304

Tel: (321) 302-2930

Website: www.lansingmelbournegroup.com

Email: pflotz@imgroup.us



City, and the intensity of development only a few blocks east has left middle class housing opportunities nearly extinct in the area. By proposing a mixed use mid rise project, neighborhood integrity and cohesion is restored, re establishing the fabric of street level retail and community oriented businesses with living opportunities above. Public control of parking in the project ensures support for local businesses in quantities that are meaningful. We believe this will be the catalyst project for the entire corridor and demonstrate the City's commitment to balanced opportunity throughout all neighborhoods.

7. The project has been waiting for the acquisition of this property to proceed, since it cannot move forward without it. Upon approval of the acquisition from the CRA, we intend to submit our DRC application and move forward with the project. We expect the value of the project to be in the range of \$60-80 million, and would expect 400 construction jobs and 300 full time equivalent jobs between the commercial spaces and the residential property. Given that the property is vacant, the value of the project would represent the increment generated.
8. Through various entities and transactions, Mr. Yalale has been involved in the real estate business for over 25 years, primarily in acquisitions and assemblages. Lansing Melbourne Group has been developing properties for its own account and as owner's representative since 2003, and its principals have been in the development business since 1985. We refer you to the company's website www.lansingmelbournegroup.com and invite you to view its latest owner's representation project at the Pompano Beach Pier Parking Facility just north of Atlantic Boulevard in Pompano Beach on SR A1A (\$20 million parking garage complete and \$12 million new pier now under construction).

Please contact the undersigned if you require further information. We are prepared to move forward immediately upon approval by the appropriate City Boards.

Sincerely,
LANSING MELBOURNE GROUP, LLC

A handwritten signature in dark ink, appearing to read 'Peter Flotz', is written over the typed name and title.

Peter Flotz
Managing Member

Attachments: as noted



2420 E Sunrise Blvd #90
Fort Lauderdale, FL 33304

Tel: (321) 302-2930

Website: www.lansingmelbournegroup.com

Email: pflotz@lmgroup.us

To Whom it May Concern:

As Managing Member of 220145 LLC and Sistrunk 2245 LLC I hereby authorize Lansing Melbourne Group, LLC to act on our behalf in the development of our property assemblage at Sistrunk Boulevard and NW 7th Avenue in Fort Lauderdale, specifically including the acquisition of 835 NW 3rd St for the relocation of the Anointed By Christ Church.

Dated: February 26, 2018

Signed:

A handwritten signature in black ink, appearing to read 'Felipe Yalala', written over a horizontal line.

Felipe Yalala, Managing Member

1' 1. PARTIES AND PROPERTY: Felipe Yalale or assigns ("Buyer")
 2' agrees to buy and Anointed By Christ International Christian Center, Inc. ("Seller")
 3' agrees to sell the property as: Street Address: _____ Tax ID # 5042 03 01 1440
 4' _____
 5' Legal Description: North Lauderdale 1-48 D, Lot 29 Block 14, Broward County, FL
 6' _____
 7' and the following Personal Property: None
 8' _____
 9' (all collectively referred to as the "Property") on the terms and conditions set forth below.

10' 2. PURCHASE PRICE: \$ 150,000.00*
 11' (a) Deposit held in escrow by Lawyers 1st Title \$ 25,000.00
 12' ("Escrow Agent") (checks are subject to actual and final collection)
 13' Escrow Agent's address: 2817 E. Oakland Park Blvd Phone: 954 566 0096
 14' (b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
 15' (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
 16' (d) Total financing (see Paragraph 5) \$ _____
 17' (e) Other _____ \$ _____
 18' (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
 19' to adjustments and prorations, to be paid with locally drawn cashier's or official bank
 20' check(s) or wire transfer. \$ 125,000.00

21' 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
 22' and Buyer and an executed copy delivered to all parties on or before May, 2017, this offer will be
 23' withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
 24' days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
 25' last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
 26' Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
 27' days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
 28' on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
 29' essence in this Contract.

30' 4. CLOSING DATE AND LOCATION:
 31' (a) Closing Date: This transaction will be closed on win 6 months of contract (Closing Date), unless specifically
 32' extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
 33' not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
 34' Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
 35' insurance underwriting suspension is lifted.

36' Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in broward County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, Buyer will apply for third party
41* financing in an amount not to exceed _____ % of the purchase price or \$ _____ with a fixed interest rate
42* not to exceed _____ % per year with an initial variable interest rate not to exceed _____ %, with points or commitment
43* or loan fees not to exceed _____ % of the principal amount, for a term of _____ years, and amortized over _____
44* years, with additional terms as follows:

45*
46 ~~Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any~~
47 ~~lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if~~
48 ~~left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and~~
49 ~~(iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the~~
50 ~~mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately~~
51 ~~upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and~~
52 ~~reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left~~
53 ~~blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.~~
54 ~~If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time~~
55 ~~thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the~~
56 ~~satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes~~
57 ~~of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan~~
58 ~~Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the~~
59 ~~lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be~~
60 ~~returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for~~
61 ~~obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract~~
62 ~~as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to~~
63 ~~retain the Deposit(s) if the transaction does not close.~~

64* **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
65* deed other _____, free of liens, easements and encumbrances of record or
66* known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67* easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____

69*
70* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
71* Property as _____

72* (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and
74* within _____ days after Effective Date or at least _____ days before Closing Date deliver to Buyer (check one)
75* (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76* discharged by Seller at or before Closing and, upon Buyer recording the deed, upon Buyer recording the deed, an owner's policy in the amount
77* of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the
78* evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after
79* Effective Date.
80* (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81* existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable
82* to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83* of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and
84* certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and
85* in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of
86* title.

87* (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller
88* of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

89* Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90* (2) Buyer delivers proper written notice and Seller cures the defects within ____ days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have
94 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) Survey: (check applicable provisions below)

97* (i.) Seller will, within ____ days from Effective Date, deliver to Buyer copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:
99*

100 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
102 date this Contract is terminated.

103* Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105 encroachments on the Property or that the improvements encroach on the lands of another, Buyer will
106* accept the Property with existing encroachments such encroachments will constitute a title defect to be
107 cured within the Curative Period.

108 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

109 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.
111 Seller makes no warranties other than marketability of title. In the event that the condition of the Property has
112 materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer
114 waives all claims against Seller for any defects in the Property. (Check (a) or (b))

115* (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116 condition.

117* (b) Due Diligence Period: Buyer will, at Buyer's expense and within ____ days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary
121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood-zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and
127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of
128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written
136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and
138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the
139 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's
140 deposit will be immediately returned to Buyer and the Contract terminated.

141 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

142* Buyer (____) (____) and Seller (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

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143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148 materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent
149 without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192 Buyer () () and Seller () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages

193 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
194 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
218 the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek
219 specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the
220 brokerage fee.



221 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain
222 all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for Buyer's default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240 Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the
259 Buyer.

260 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with
265 and assist Buyer in collecting any such award.

266 **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is
267 not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280 (a) Seller's Broker: N/A no broker involved
281 _____ (Company Name) _____ (Licensee)
282 _____
283 _____ (Address, Telephone, Fax, E-mail)

284 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
285 by Seller Buyer both parties pursuant to a listing agreement other (specify) _____
286 _____

287 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages

288* (b) Buyer's Broker: _____
 289 (Company Name) (Licensee)
 290* _____
 291 (Address, Telephone, Fax, E-mail)

292* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
 293* by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)
 294* _____

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
 296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
 297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
 298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
 299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
 300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
 301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
 302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

- 303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
 304 this Contract):
- | | | |
|--|--|---|
| 305* <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| 306* <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| 307* <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| 308* <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input type="checkbox"/> Other _____ |

309 22. ADDITIONAL TERMS:

310* *Buyer shall also pay off Sellers existing mortgage on the property (up to \$25,000.00). Buyer shall purchase*
 311* *property at NW 9th ave. in Ft. Lauderdale to be used by seller to construct a worship center with seating for*
 312* *60. The "replacement property" will be deeded to the seller for seller to construct the new worship center.*
 313* *The purchahse is contingent upon the city*
 314* *of Ft. Lauderdale rezonning the replacement property to permit a worship center to be built, (Replacement*
 315* *parcel is ID # 5042 10 12 0720). Seller will continue to use its current*
 316* *worship center for 12 months at a charge of \$1.00/ year rent. Seller may extend the lease term an additional*
 317* *6 months if needed. Seller to provide proof of insurance and liability*
 318* *coverage and name Buyer as additioanl insured. The replacement property is currently owned by the city of*
 319* *Ft. Lauderdale and this contract is contingent upon the city selling the*
 320* *property to Buyer.*

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
 322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
 323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
 324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
 325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
 326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
 327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
 328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
 329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
 330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS
 331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE
 332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333* Buyer (*[Signature]*) and Seller (*[Signature]*) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338 

Date: 5/26/17

339 (Signature of Buyer)

340 felipe yabala
341 (Typed or Printed Name of Buyer)

Tax ID No: _____

342 Title: _____

Telephone: _____

343 _____
344 (Signature of Buyer)

Date: _____

345 _____
346 (Typed or Printed Name of Buyer)

Tax ID No: _____

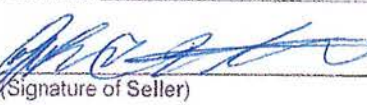
347 Title: _____

Telephone: _____

348 Buyer's Address for purpose of notice: _____

349 Facsimile: _____

Email: _____

350 

Date: 5/26/17

351 Johany M. Gaines
352 (Typed or Printed Name of Seller)

Tax ID No: _____

354 Title: _____

Telephone: _____

355 _____
356 (Signature of Seller)

Date: _____

357 _____
358 (Typed or Printed Name of Seller)

Tax ID No: _____

359 Title: _____


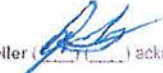
Telephone: _____

360 Seller's Address for purpose of notice: _____

361 Facsimile: _____

Email: _____

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ADDENDUM
To the Felipe Yalale-Anointed by Christ International
Center Inc contract

After closing on the acquisition of the city property and having the Church approved construction plans and tree removal plans Mr Yalale will pay for the removal of those trees needed to clear the lot to build the Church at the new location according to the City of Fort Lauderdale.


Felipe Yalale
May 26 2017



SECOND ADDENDUM

To the Felipe Yalale-Anoited by Christ International
Center Inc contract

February 8th, 2018.

Due to previous delays on the acquisition of the "Replacement Property" at NW 9th Ave, both parties agree to extend the closing date till 8/8/2018.

All other provisions and clauses of original contract remains the same.

Anoited By Christ International Center Inc

Pastor Johnny Gaines



Felipe Yalale

This Indenture, Made this 29 day of December, 2010 A.D., Between **EQUITYMAX, INC., A FLORIDA CORPORATION**

of the County of Broward, State of Florida, grantor, and **ANointed BY CHRIST INTERNATIONAL CHRISTIAN CENTER, INC., a Florida Non-Profit Corporation** whose address is: 2338 NW 13 Street, Fort Lauderdale, FL 33311

of the County of Broward, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10) DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward State of Florida to wit: Lot 29, Block 14, NORTH LAUDERDALE, according to the Plat thereof, as recorded in Plat Book 1, at Page 48, of the Public Records of BROWARD County, Florida.

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

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

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

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

Signed, sealed and delivered in our presence:

EQUITYMAX, INC., A FLORIDA CORPORATION

Summer Duller
Printed Name: Summer Duller
Witness

By: Bradford N. Emmer (Seal)
BRADFORD N. EMMER, President
P.O. Address 6216 N. Federal Highway, Fort Lauderdale, FL 33308


Linda Russo
Printed Name: LINDA ROUSSO
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29 day of December, 2010 by **BRADFORD N. EMMER, President of EQUITYMAX, INC., A FLORIDA CORPORATION**

he is personally known to me or he has produced his Florida driver's license as identification.

 **ALAN JAY LEWIS**
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD987690
Expires 3/26/2014

Alan Jay Lewis
Printed Name: ALAN JAY LEWIS
Notary Public
My Commission Expires: 3/26/2014

Property Id: 504203011440

**Please see map disclaimer



February 26, 2018



June 30, 2017

Mr. Benjamin Restrepo, PE
Mobility Engineer
City of Fort Lauderdale
Traffic and Mobility
290 NE 3rd Street
Fort Lauderdale, FL 33301

**Re: Parking Methodology Meeting
New Church at NW 9th Avenue/NW 3rd St**

Dear Mr. Restrepo:

We appreciate the time you spent with us today to discuss the approach to determining the required number of parking spaces for the proposed church on the above referenced site. To recap, we are proposing a 3,080 square foot church building on a parcel to be purchased from the NW CRA to relocate an existing church that is located on the site of our development at NW 7th Avenue and Sistrunk Boulevard.

The project is located in the NW RAC, and therefore is entitled to the following waivers for commercial space:

1. The first 2,500 square feet of a non residential use is exempt from any parking requirement; and
2. The remaining space is entitled to a reduction in parking requirement to 60% of the normally required total parking.

In our discussion we agreed that the most appropriate way to estimate parking would be to use the guidance provided in the Institute of Transportation Engineers Parking Generation Manual, 4th Edition. This reference includes a Land Use Category 560 for churches, and calculates a parking demand of 8.37 spaces per thousand square feet (copy attached). Deducting the first 2,500 square feet of space, this results in a required supply of:

$$580 \text{ SF} \times 8.37 \text{ spaces}/1,000 \text{ SF} = 4.85, \text{ say } 5 \text{ spaces} \times 60\% = 3 \text{ spaces}$$

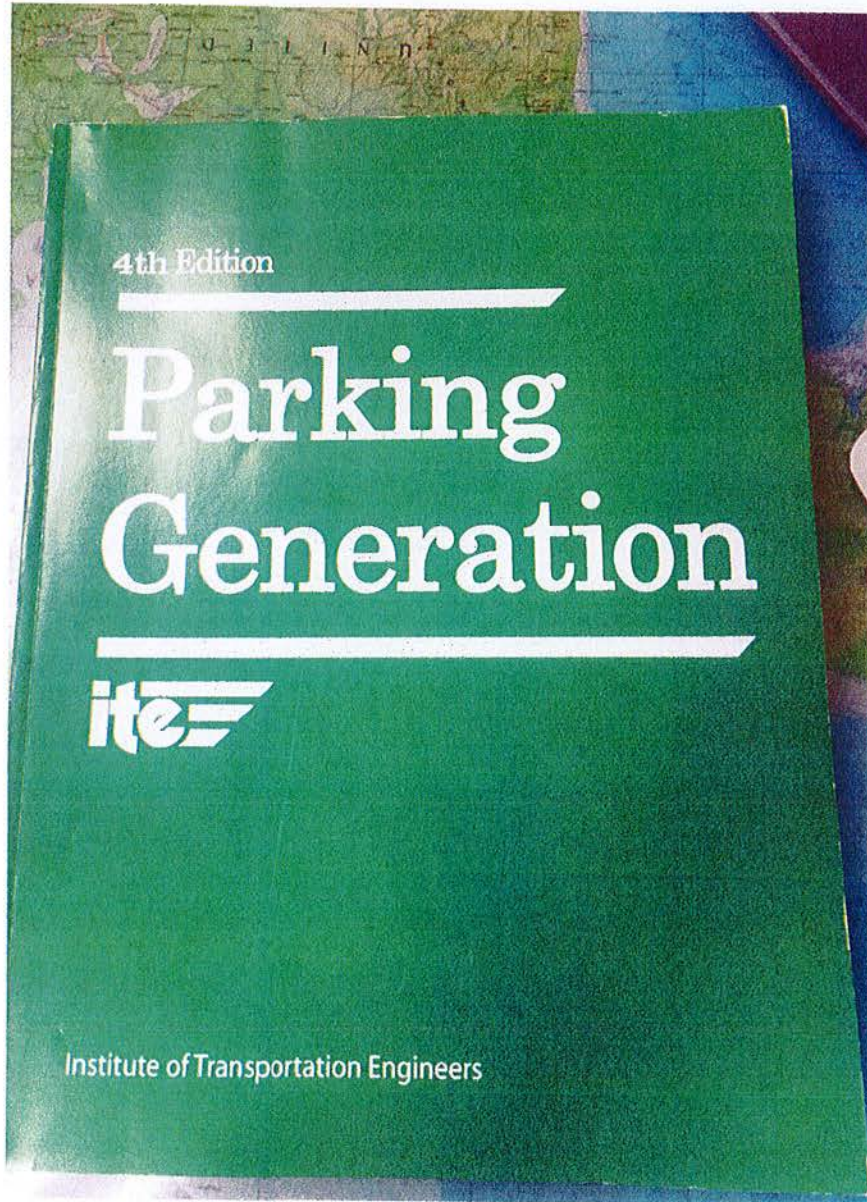
Therefore we will provide a minimum of 3 spaces on the site for general use, including one for handicap patrons. In addition, we will supply a bicycle rack to accommodate and encourage alternative means to help reduce the parking demand.



2426 F. Sunrise Blvd.
Fort Lauderdale, FL 33304

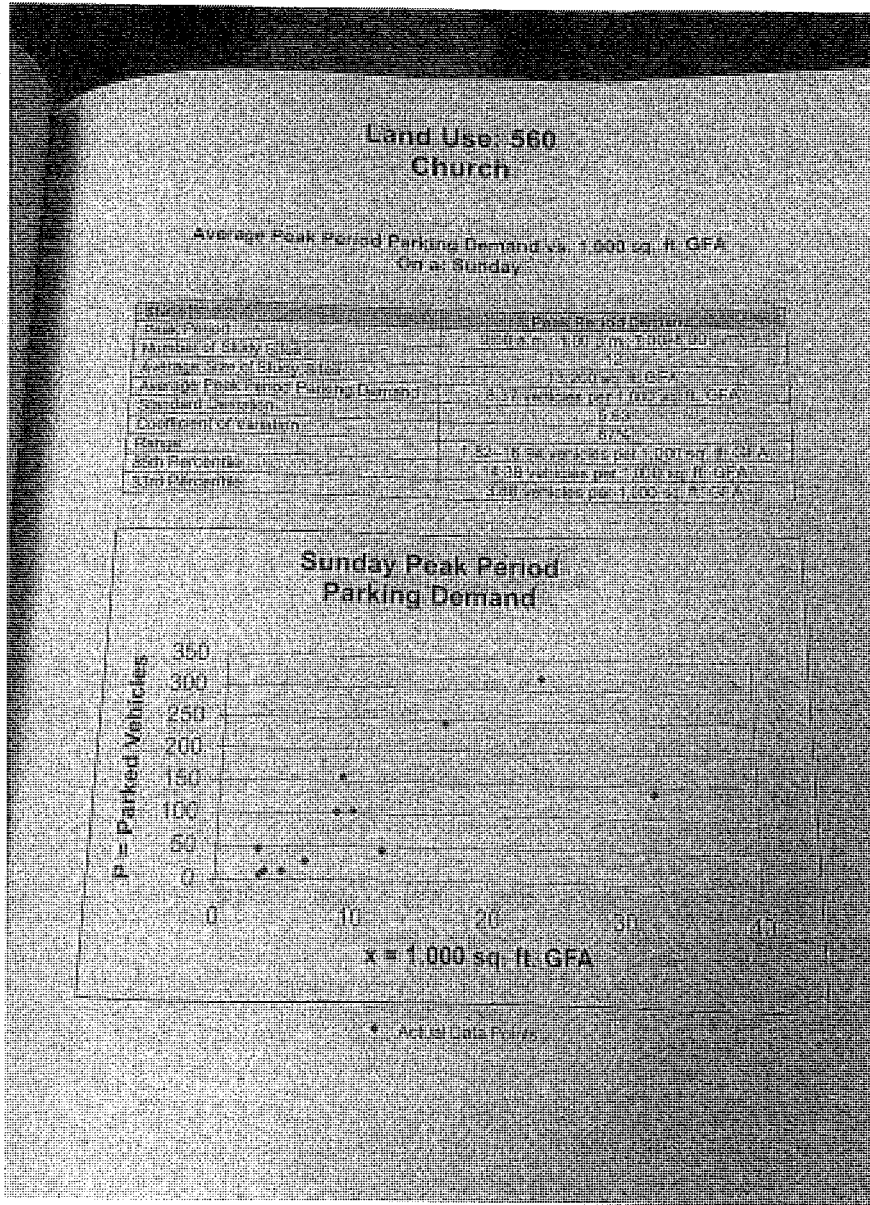
Tel: (754) 392-3050

Website: www.lansingmelbourne.com
Fax: (754) 392-3050





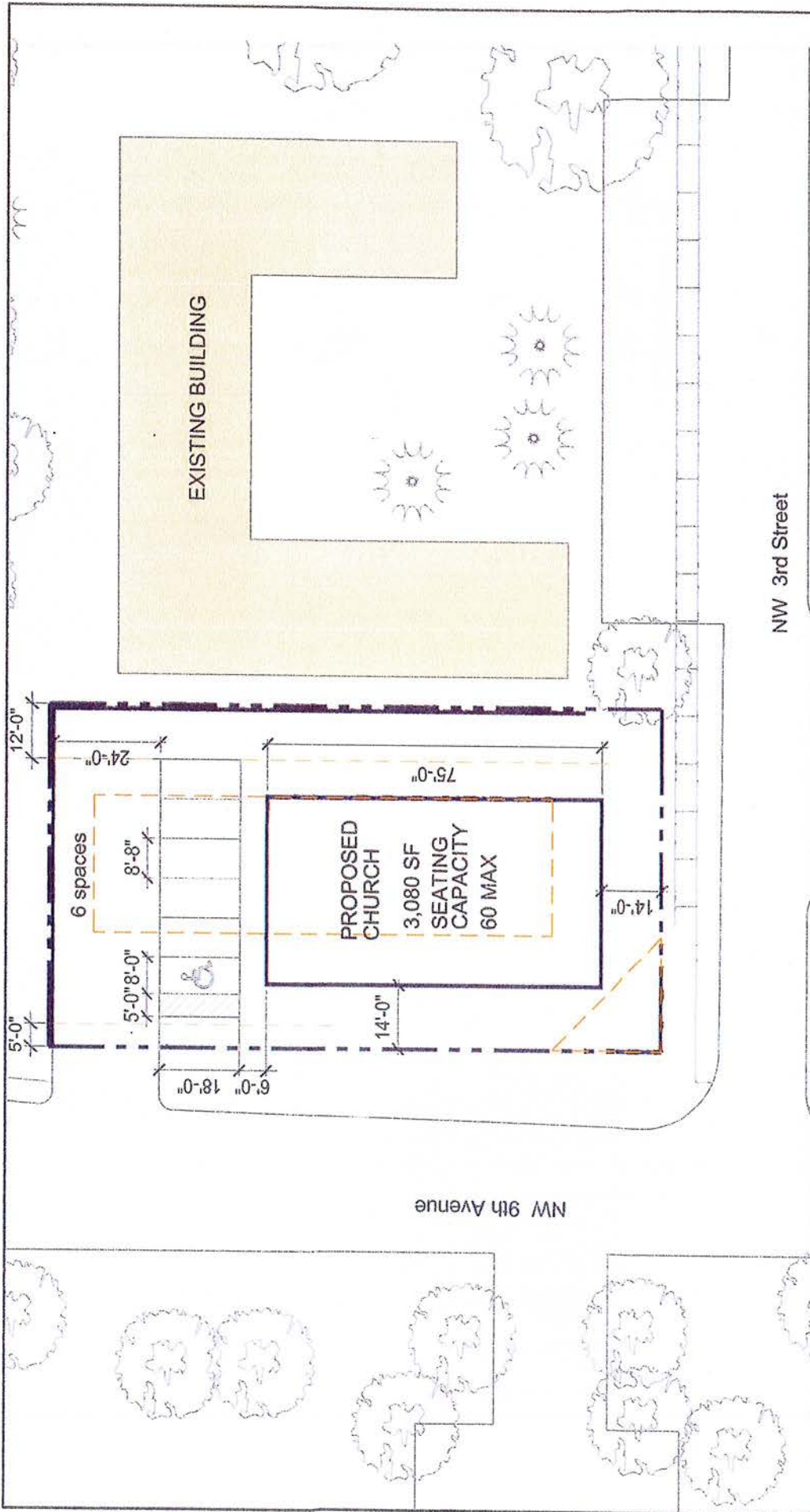
LANSING MELBOURNE



4101 South Blvd #300
Fort Lauderdale, FL 33309

tel: (305) 322-2910

Website: www.lansingmelbourne.com
e-mail: info@lmgroup.com



PROPOSED SITE PLAN
Anointed by Christ Church

BUILT FORM LLC
6.30.17

ITEM IV (II)

Ratification of PBIP Awards



CITY OF FORT LAUDERDALE

COMMUNITY REDEVELOPMENT AGENCY

MEMORANDUM

DATE: March 13, 2018
TO: NPF Redevelopment Advisory Board Members
FROM: D'Wayne Spence, NPF CRA Manager *DWS*
SUBJECT: Ratification of Property and Business Improvement Program Awards

RECOMMENDATION

It is recommended that the Northwest - Progresso - Flagler Heights Redevelopment Advisory Board (NPF Advisory Board) recommend to Northwest Progresso Flagler Heights Community Redevelopment Agency Board of Commissioners (NPF CRA Board) ratification of the approval of Property and Business Improvement Program awards to Wine Watch, Inc., Italian Artisans, Inc., and Boodwattie Persaud.

BACKGROUND

On June 7, 2016, the Northwest - Progresso - Flagler Heights Community Redevelopment Area ("NPF-CRA") Incentive Programs were modified in part to permit administrative approvals of incentive awards that did not exceed \$50,000. Since those modifications administrative approvals of several incentive awards have been approved and are reported on the monthly project update sheets provided to the both the NPF advisory board and the NPF-CRA board. A recent review of the board action approving the modifications shows that the Commercial Façade Program, Housing Rehabilitation Program and Purchase Assistance Program were specifically referenced; however, the other CRA incentive programs were not. At your last meeting, program changes were discussed that would clean up some of the ambiguity of the programs and provide greater clarity on process. In abundance of caution these three Property and Business Improvement Program awards are being presented for ratification:

1. Project Name: Wine Watch Inc.
Location: 837 NE 3 Avenue (Progresso Village)
Project Description: Improvements to both the interior and exterior structure for restaurant/wine bar.
CRA Funding Amount: \$50,000
Total Project Cost: Approx. \$450,000
Status: Completed

2. Project Name: Italian Artisans, Inc.
Location: 1200 West Sunrise Boulevard (NW CRA)
Project Description: Improvements to both interior and exterior structures for showroom/design center.
CRA Funding Amount: \$50,000
Total Project Cost: Approx. \$158,461.
Status: Under construction

3. Project Name: Boodwattie Persaud
Location: 1545 Sistrunk Boulevard (NW CRA – Sistrunk Focus Area)
Project Description: Improvements to both interior and exterior structure to improve and enhance the restaurant business operations for dine in service or retail/office use.
CRA Funding Amount: \$50,000
Total Project Cost: Approx. \$55,556
Status: On hold

CONSISTENCY WITH THE NPF CRA COMMUNITY REDEVELOPMENT PLAN

The NPF CRA Community Redevelopment Plan is designed, in part to stimulate private development of areas planned for commercial development. The project is consistent with the NPF CRA Community Redevelopment Plan which provides for direct physical improvements to enhance the overall environment, remove blight, improve the quality of life and attract sound business, commercial and mixed use development that provides job opportunities.

Attachment

Exhibit A: Project Photos and Illustrations

Author: Bob Wojcik, AICP

ITEM V (I)

Modification of Incentive Programs

The Fort Lauderdale Community Redevelopment Agency
Northwest-Progresso-Flagler Heights Community Redevelopment Area

PROPOSED Incentives Modification
Northwest-Progresso-Flagler Heights Community Redevelopment Area

NON-RESIDENTIAL INCENTIVE PROGRAMS

Goal: To encourage private participation in the undertaking, the preservation, rehabilitation, and redevelopment of the NPF-CRA consistent with the outlined community redevelopment program and strategies outlined in the Redevelopment Plan.

Program Types:

1. **NON-RESIDENTIAL FACADE IMPROVEMENT PROGRAM (NRFIP)**
2. **PROPERTY AND BUSINESS IMPROVEMENT PROGRAM (PBIP)**
3. **STREETSCAPE ENHANCEMENT PROGRAM (SEP)**
4. **DEVELOPMENT INCENTIVE PROGRAM (DIP)**
5. **PROPERTY TAX REIMBURSEMENT (PTR)**

Focus Areas of Non-residential Incentive Programs:

- Focus Area 1: Properties adjacent to Sistrunk Boulevard between NW 24 Avenue and the FEC Railway, including one block north and south of Sistrunk Boulevard;
- Focus Area 2: Properties adjacent to Northwest 9th Avenue between Sunrise Boulevard and Broward Boulevard,
- Focus Area 3: Properties adjacent to Northwest 7th Avenue between Sunrise Boulevard and Broward Boulevard.
- Focus Area 4: The Progresso commercial revitalization project area defined by the Redevelopment Plan as the commercial-industrial area between Sistrunk Boulevard and Sunrise Boulevard and N.W. 9th Avenue and N.W. 5th Avenue.

Funding Restrictions: Incentive funds may not be used to directly fund:

1. Socially benefiting programs; or
2. Inherently religious activities.*

**U.S. Department of Housing and Urban Development Notice CPD 04-10 will be used to evaluate applications from faith-based organizations.*

Administrative Approval: Means awards administratively approved by the CRA Executive Director .

The Agency may recommend an increase the funding limits on a case-by-case basis.

1. NON-RESIDENTIAL FACADE IMPROVEMENT PROGRAM (NRFIP)

Objective: To eliminate slum and blight, remove deterioration; update exteriors of existing buildings in a manner that improves conditions of non-residential areas.

Eligible Projects:

1. Improvements to an existing building within the NPF-CRA designed and used for:
 - a. Non-residential use, or
 - b. Mixture of uses consisting of a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.

Eligible Project Costs:

1. All costs associated with exterior improvements which include but are not limited to: entry doors, windows, lighting, shade canopy, sidewalks, signage, and parking facilities that further the objectives of this incentive.
2. Cost of restoration, rehabilitation or both of exterior building are eligible for consideration.
3. Costs associated with design and permitting of exterior improvements, restoration, or rehabilitation such as architectural, engineering, permit and application fees.

Award Guidelines:

CRA Area:

- 75% of the eligible costs not to exceed \$125,000.

Focus Areas:

- 90% of the eligible project costs not to exceed \$125,000.
- 100% of the eligible project costs not to exceed \$75,000.
- Project costs that exceed the initial \$75,000 may be funded if the owner provides cash investment of 5% of the additional cost.

Administrative Approval:

Not to exceed \$100,000

Funding Conditions:

- Applicants shall propose a performance measure that demonstrates how the project contributes to the elimination or prevention of slum and blight. Job creation or job retention is an example of a performance indicator that may be required to fulfill this requirement.
- The program award will have ongoing obligations or covenants, which may include, but is not limited to a lien on the applicant's property.
- In the case of multiple structures on a single property, the CRA Board (and/or designee), at its sole discretion, may consider a forgivable loan application for each structure subject to the terms, conditions, and limits applicable to location of the subject property.
- There must be a documented selection process for the General Contractors selected for this project. The CRA recommends the use of General Contractors from its approved contractor list.
- A CRA or City approved contractor must be used for projects where 60% or more of the project costs are paid by the CRA.

2. PROPERTY AND BUSINESS IMPROVEMENT PROGRAM (PBIP)

Objectives: Eliminate slum and blight, remove deterioration, retrofitting and rehabilitation of structures to remove undesirable uses, improve the "energy efficiency" of existing buildings in the CRA, or renovations designed to bring the structure into compliance with the current building codes.

Eligible Projects:

1. Improvements to an existing building within the NPF-CRA designed and used for:
 - a. Non-residential use, or
 - b. Mixture of uses consisting of a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.
2. Construction of a new building within the NPF-CRA designed for:
 - a. Non-residential use, or
 - b. Mixture of uses consisting of a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.

Eligible Project Costs:

1. All costs associated with interior and exterior renovation of existing non-residential buildings including interior improvements, restoration, rehabilitation, and permanently attached fixtures or systems.
2. All costs associated with construction of a new non-residential building.

3. Architectural, engineering, permit fees, application fees, property taxes, tax liens, City liens and property insurance.
4. All costs specific to commercial kitchen improvements and permanently attached commercial-grade kitchen equipment or systems. The kitchen design or engineering, construction materials, and equipment or systems must comply with applicable industry standards, such as: Dairy and Food Industries Supply Association, Inc. (3-A), United States Department of Agriculture (USDA), Food and Drug Administration (FDA), American Welding Society (AWS), Occupational Safety and Health Association (OSHA), American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), Current Good Manufacturing Practices (cGMPs), and National Electrical Manufacturer's Association (NEMA). The kitchen and its equipment will comply with all local health and safety requirements that apply to food produced for sale.

Award Guidelines:

CRA Area:

- 75% of the eligible costs not to exceed \$225,000.

Focus Areas:

- 90% of the eligible project costs not to exceed \$225,000.
- In the Focus Area, owner's equity investment for funding requests that do not exceed \$150,000, will be determined on a case-by-case review. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits and equity investment requirements on a case-by-case basis.

Administrative Approval:

- Not to exceed \$100,0000

Funding Conditions:

- Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.
- The CRA's project contribution cannot exceed the documented contribution of the business/project owner.
- Terms and Obligations: The program award will have ongoing obligations/covenants, which may include, but is not limited to a lien on the applicant's property.
- Special Conditions: There must be a documented selection process for the General Contractors selected for the applicant's project. The City recommends the use of General Contractors from its approved contractor list.

- A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

3. STREETScape ENHANCEMENT PROGRAM (SEP)

Objective: To enhance the exterior public space beginning at the face of a building extending to the adjacent right-of-way (“streetscape”) with high quality urban and environmental design that creates a sense of place and eliminates slum and blight.

Eligible Projects:

1. Streetscape improvements for an existing building within the NPF-CRA designed and used for:
 - a. Non-residential use, or
 - b. Mixture of uses consisting of a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.
2. Streetscape improvements associated with the construction of a new building within the NPF-CRA designed for:
 - a. Non-residential use, or
 - b. Mixture of uses consisting of a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

Eligible Project Costs: All costs associated with enhanced (features/finishes beyond mandatory City requirements) streetscape improvements constructed on or within the public right-of-way. The proposed improvements may include, but not be limited to, landscaped medians and plantings, street trees, benches, and streetlights as well as fences, yards, porches, and awnings and must comply with CRA design guidelines for the particular street on which the project is located, the Plan, the City of Fort Lauderdale Complete Street Guidelines, the CRA Implementation Plan, the Downtown Master Plan (as applicable), and the Fort Lauderdale Connectivity Master Plan. Design/engineering must be consistent with City, county and state requirements for roadway design/construction.

Award Guidelines:

CRA Area:

- 70% of the eligible costs not to exceed \$500,000.
- The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis subject to a dollar for dollar match by the applicant

Focus Areas:

- 90% of the eligible project costs not to exceed \$500,000.

Administrative Approval:

- Not to exceed \$100,0000

Funding Conditions:

- Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.
- Terms and Obligations: The program award will have ongoing obligations / covenants, which may include, but is not limited to a lien on the applicant's property.
- Special Conditions: There must be a documented process for the General Contractors and sub-contractors selected for the project. The CRA / City encourage the use of contractors from its approved contractor list. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

3. DEVELOPMENT INCENTIVE PROGRAM (DIP)

Objectives: This program seeks to eliminate slum and blight by attracting new businesses to the CRA or existing businesses to expand within the CRA. DIP is a custom designed incentive to meet the appropriate needs of a specific development project in the CRA that represents an investment or total project cost that exceeds five (\$5,000,000) million dollars and creates a significant economic engine or destination project in the CRA.

Eligible Properties:

1. Improvements to an existing building within the NPF-CRA designed and used for:
 - a. Non-residential use, or
 - b. Mixture of uses consisting of a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.
2. Construction a new building within the NPF-CRA designed for:
 - a. Non-residential use, or
 - b. Mixture of uses consisting of a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.

Eligible Project Costs: All costs associated with the CRA desired redevelopment project (Project), including costs and fees associated with acquisition, rehabilitation and fines. The proposed Project must

comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review or approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.

Award Guidelines:

- DIP award (with no minimum or maximum amount) will provide a forgivable loan or low interest loan to assist the eligible project. The CRA Staff will review the project and recommend a funding plan/strategy and amount to the CRA Advisory Board and CRA Board.
- This program will allow the CRA to use any of its incentive programs and options, including tax abatement, fee waivers, land donation and/or purchase, etc.
- In order to be eligible for the DIP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project. The CRA's project contribution cannot exceed the documented contribution of the business/project owner

Funding Conditions:

- Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.
- Terms and Obligations: The program award will have ongoing obligations/covenants, which may include, but is not limited to a lien on the applicant's property.
- Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.

4. PROPERTY TAX REIMBURSEMENT (PTR)

Goals: Eliminate slum and blight, remove deterioration, update existing buildings, and encourage new investment/development with an emphasis on enhancing the overall CRA, improving the quality of existing buildings within the CRA, and attracting new construction to the CRA.

Eligible Project:

All properties used for non-residential, multifamily, or a mixture of uses consisting of a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof within NPF-CRA that generate ad-valorem tax revenue which contribute to the tax increment funds deposited in the redevelopment trust fund for the NPF CRA .

Substantial capital improvements or new construction

Substantial capital improvements means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.

Eligible Project Costs: The benefits of this Program are not directly based on Project costs. Rather, the benefits of this Program are based on capital improvements on existing properties or the development cost of new buildings that result in a substantial increase of Ad Valorem Tax (Property Tax). The property owner will only be entitled to the incremental tax increase generated by project that would be returned to the CRA as tax increment revenue. The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff. All construction work must be performed by licensed contractors with required building permits and progress inspections.

Award Guidelines:

PTR provides for the reimbursement of ad valorem property taxes paid. A PTR award will run for a maximum of five (5) years and the limits are as follows:

- . Year 1 – 95% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- . Year 2 – 90% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- . Year 3 – 85% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- . Year 4 – 80% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- . Year 5 – 75% of real property Ad Valorem taxes returned to the CRA as tax increment revenue

Funding Conditions:

- Applicant: The property owner /developer (Owner) must be the applicant. A RFIG award will have ongoing obligations/covenants, which will be protected by a lien on the applicant's property.
- Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.
- Program Terminates November, 2020 : November 1, 2010 is the last date that this program can be applied to a new project. Existing awards may be continued until project is completed.

1. RESIDENTIAL REHABILITATION FORGIVABLE LOAN (RRG)

Objectives: Housing preservation by providing funds to eligible homeowners to correct code violations and to address health and safety issues, which include but are not limited to electrical, plumbing, roofing, windows, AC/ Heating and structural items.

Eligible Area:

- Residential areas within the CRA

Target Participants: Individuals rehabilitating their primary, homesteaded residence and have an annual household income that does not exceed 160% of the Area Median Income (AMI).

Eligible Projects: Existing owner occupied single family residence with an appraised value less than \$300,000.

Eligible Project Costs: Generally, all costs associated with interior and exterior improvements, restoration, and/or rehabilitation are eligible for consideration (Project). The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff.

Funding Guidelines:

- The maximum award is \$75,000.
- Owners will not be required to contribute funds if the rehabilitation costs do not exceed a CRA award amount of \$55,000.
- An owner cash contribution of 10% is required if the costs of the repair exceeds the available CRA funds. The owner's cash contribution will be based on the costs that exceed \$55,000.

Administrative Approval:

- Not to exceed \$50,0000

The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis.

Terms and Obligations: The program award will require an application and review process. The RRG will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property. The maximum household income of the families assisted in this program cannot exceed 160% of the Area Median Income (AMI). The City/CRA will develop the scope of work for each project.

General Contractor: There must be a documented selection process for the General Contractor used for the project. Owner-occupied single family rehabilitation must use an approved General Contractor from the City's approved contractor list.

2. PURCHASE ASSISTANCE PROGRAM (PAP)

Objectives: To provide down payment and closing cost assistance to eligible participants seeking to purchase and occupy as their primary residence a single family home within the NPF-CRA constructed on a previously City or CRA owned lot, vacant or abandoned structure to prevent the creation of blighted conditions within the CRA.

Eligible Participants: Individuals purchasing a property for the purposes of occupying as their primary and homesteaded residence.

Eligible Properties: Funds may be used towards the purchase of:

1. New residential single family home constructed on CRA-owned property within the NPF CRA boundary. (Target Property)
2. New residential single family home constructed on City-owned property within the NPF CRA boundary.
3. Formerly vacant or abandoned structure rehabilitated for single family residential use within the NPF CRA boundary.

Funding Guidelines:

- Award cannot exceed \$45,000.
- All properties purchased with the assistance of this incentive must be occupied by the awardee as the owner.
- The maximum household income of the individuals or families assisted in this program cannot exceed 160% of the Area Median Income (AMI).

Administrative Approval:

- Not to exceed \$50,0000

Terms and Obligations: The program award will require an application and review process. The PAP award will have ongoing obligations and covenants, which include, but are not limited to a lien on the applicant's property.