

**REGULAR MEETING
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS REDEVELOPMENT
ADVISORY BOARD**

February 10, 2026 - 3:00 PM

Location: CRA Office – 914 Sistrunk Boulevard Suite 200

Fort Lauderdale, Fl. 33311

Conference Room – 2nd Floor

Zoom link added for participation by Marion Howard

i.	Call to Order/Roll Call Quorum	Rhoda Glasco F. Chair
ii.	Approval of Minutes - 11.19.2025 Minutes	NPF CRA Board
iii.	Project Funding and Project Status Reporting	Vanessa Martin CRA Acting Manager
iv.	General Information and Discussion – Reuse of The United States Post Office Site Located at 400 NW 7 th Avenue, Fort Lauderdale, FL 33311	Bob Wojcik CRA Staff
v.	Property Safety Enhancement Program – Revised Program Guidelines	Jonelle Adderley CRA Staff
vi.	Old/New Business	Rhoda Glasco F. Chair
vii.	Public Comments	Rhoda Glasco F. Chair
viii.	Adjournment	Rhoda Glasco F. Chair

Purpose: To review the Plan for the NPFCRA and recommend any changes to the Plan. To make recommendations regarding the exercise of the City Commission's powers as a community redevelopment agency in order to implement the Plan and carry out and effectuate the purposes and provisions of Chapter 61-2165, Laws of Florida and Section 163.330 through 163.450, Florida Statutes in the NPFCRA. To receive input from members of the public interested in redevelopment of the NPFCRA and to report such information to the City Commission.

Note: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Anyone needing auxiliary services to assist in participating at the meeting should contact the City Clerk at (954) 828-5002 two days prior to the meeting.

Note: *Advisory Board members are required to disclose any conflict of interest that may exist with any agenda item prior to the item being discussed.*

Note: *Advisory Board members should disclose any discussions or site visits to any project that comes before the Advisory Board for a recommendation.*



CITY OF FORT LAUDERDALE

DRAFT
REGULAR MEETING MINUTES
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS
REDEVELOPMENT ADVISORY BOARD
CITY OF FORT LAUDERDALE
November 19, 2025 – 3:00 P.M.

<u>Board Members</u>	<u>Attendance</u>	Cumulative Attendance	
		<u>Present</u>	<u>Absent</u>
Rhoda Glasco Foderingham, Chair	P	3	1
Jinny Bissainthe	P	3	1
Jeffrey Burns	A	2	2
Sonya Burrows	P	4	0
Kenneth Calhoun	P	3	1
Noel Edwards	P	4	0
Marion Howard	A	2	2
Matthew Kohen	P	4	0
Alfredo Olvera	A	3	1
John Quailey, Vice Chair	P	3	1
Brian Stafford	P	4	0
Mallory Sullivan	P	4	0

Currently there are 12 appointed members on the Board, which means seven (7) would constitute a quorum.

Staff

Lizeth DeTorres, Sr. Administrative Assistant
Clarence Woods, III, NPF CRA Manager
Jonelle Adderley, CRA Project Coordinator
Corey Ritchie, CRA Construction Manager
J. Opperlee, Prototype Inc. Recording Secretary

Others

None

Communication to the CRA Board of Commissioners

None

I. Call to Order/Roll Call

Chair Foderingham

The meeting was called to order at 3:03 p.m.

Chair Foderingham announced that Mr. Murphy had resigned.

II. Approval of Minutes

NPF CRA Board

- October 14, 2025 Minutes

Motion made by Mr. Edwards, seconded by Mr. Stafford to approve the Board's October 14, 2025 minutes. In a voice vote, motion passed unanimously.

III. Request for Additional Funding Increase

Cory Ritchey

V&R Family Enterprises, Corp.

Buildout of Mixed-Used Development

1227 Sistrunk Boulevard, Fort Lauderdale, FL 33311

\$100,000 CRA Property and Business Improvement Program

Cory Ritchey, Construction Manager, said on May 13, 2025, the Advisory Board approved a second funding increase in the amount of \$375,000 to address additional unforeseen project expenses. Since that time, the general contractor had provided a final accounting of the total project cost necessary to ensure full completion. An additional \$100,000 was required to finalize the building, allocated as follows:

- \$15,000 for engineering, architectural, and design services associated with unanticipated conditions
- \$35,000 for relocation of electrical service from overhead to underground
- \$25,000 for required waterproofing of the windows, as directed by the inspector and the Building Department
- \$15,000 for installation of epoxy flooring in the electrical room

Mr. Ritchey reported they already had the rough-ins for mechanical, electrical and plumbing and windows were installed.

RECOMMENDATION

Community Redevelopment Agency (CRA) staff recommends an additional funding increase for this project from the CRA Property and Business Improvement Program for the build-out of the mixed-use building, which includes an event space and five apartments, not to exceed \$100,000.00, for a total CRA forgivable loan contribution of \$1,225,000.00.

Mr. Ritchey said the original contribution was based on their budget and they had not had sufficient funds at the time for the City Commission to approve it. Since then, they had held meetings with the contractor and owner to ensure everything was included, resulting in the additional costs. Mr. Ritchey said the owner had first contributed \$369,000 and then an additional \$100,000.

Mr. Ritchey said the event space was approximately 4,000 square feet. Ms. Burrows noted they needed a smaller event space in the corridor.

Mr. Stafford asked that this loan not be forgivable and Mr. Ritchey said it could not, noting the owner had already contributed \$469,000.

Motion made by Ms. Burrows, seconded by Ms. Bissainthe to accept the recommendation as proposed. Motion passed 8 – 1 with Mr. Stafford opposed.

IV. Old/New Business

None

V. Public Comments

None

VI. Adjournment

There being no further business to come before the Board at this time, the meeting was adjourned at 3:16 PM.

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

Minutes by J. Opperlee, Prototype Inc.

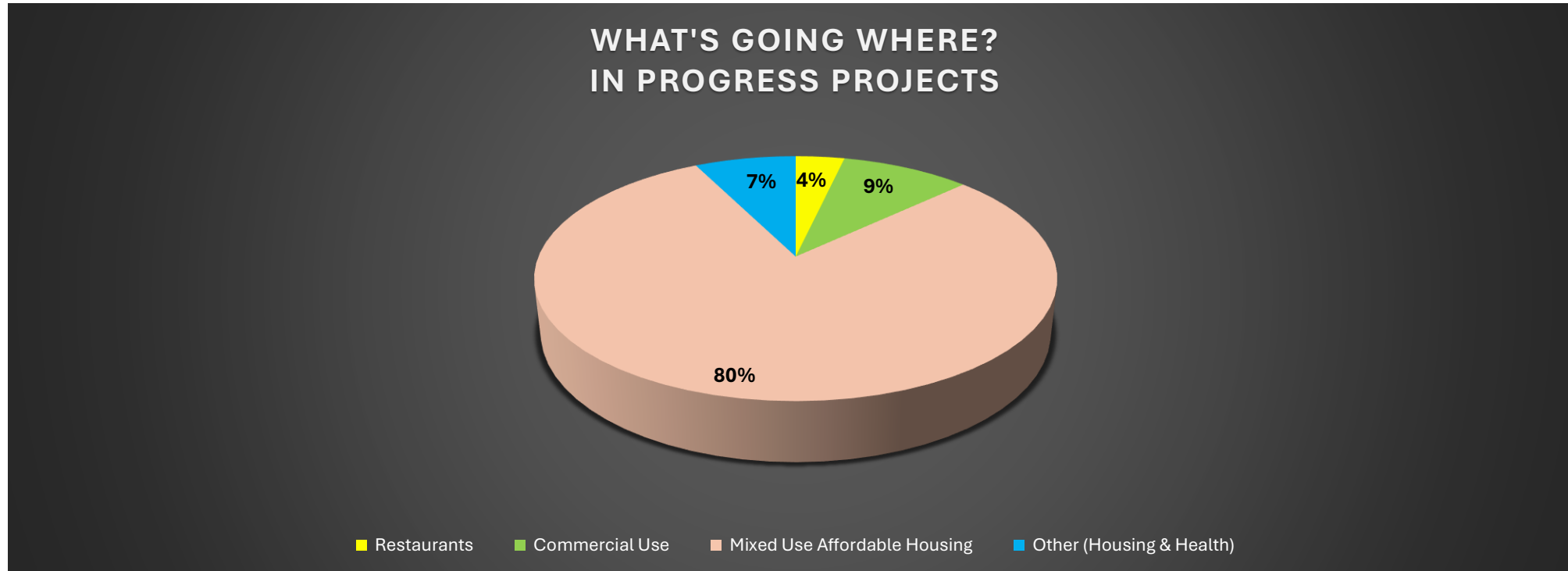
NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA - IN PROGRESS REPORT REPORT AS OF 2.4.2026

* The Adderley and Arcadian moved to the completed report - \$1.2M remaining pending final invoice.

VENDOR	COMMISSION DISTRICT	DATE Awarded/Pending Award	Commission Agenda Memo # / Agreement / Administrative Approval	INCENTIVE PROGRAM	TOTAL AWARD	COMMITTED, BUT NOT ENCUMBERED as of 2.4.2026	ENCUMBERED as of 2.4.2026	TOTAL DISBURSEMENT	% OF FUNDS DISBURSED	REMAINING AWARDED INCENTIVES	ESTIMATED DATE OF COMPLETION	PRIORITY	STATUS	% OF COMPLETION
Rhythm 2.0	2	8/4/2019	Agreement/CAM 22-0038	Comm. Façade Improvement & Property & Business Improvement Program	\$ 350,000		\$ 350,000	\$ (293,433)	83.8%	\$ 56,567	Jun. 2026	LOW	IN PROGRESS	50%
V & R Enterprises	3	11/5/2019 & 11/7/2023 & 1/6/2026	19-1068 & 23-0295 & 25-0574	Comm. Façade Improvement & Property & Business Improvement Program	\$ 1,225,000	\$ 475,000	\$ 750,000	\$ (748,481)	61.1%	\$ 476,519	Jun. 2026	HIGH	IN PROGRESS	60%
Dales Wheels & Tires Direct, LLC	2	4/19/2022	22-0309	Development Incentive	\$ 727,500		\$ 727,500	\$ (45,000)	6.2%	\$ 682,500	Jun. 2026	LOW	IN PROGRESS	10%
Optimal Pharmacy	3	8/16/2022	22-0732	Property & Business Improvement Program	\$ 293,000		\$ 293,000	\$ (133,451)	45.5%	\$ 159,549	Feb. 2026	LOW	IN PROGRESS	50%
Food and Friends Catering, LLC	3	8/16/2022	22-0733	Development Incentive	\$ 1,125,000	\$ 1,125,000	\$ -	\$ -	0.0%	\$ 1,125,000	Jun. 2026	HIGH	NOT STARTED	0%
Cravemadness - Jamaican Jerk Res.	2	1/8/2019	19-0038	Property & Business Improvement Program	\$ 592,220		\$ 592,220	\$ (323,185)	54.6%	\$ 269,035	Mar. 2026	MEDIUM	IN PROGRESS	50%
Omegas Broward	3	12/15/2020 & 10/3/2023	20-0939 & 23-0294	Comm. Façade Improvement & Property & Business Improvement Program	\$ 585,000		\$ 585,000	\$ (522,375)	89.3%	\$ 62,625	March. 2026	LOW	IN PROGRESS	95%
Wright Dynasty LLC	3	11/17/2020/ 12/6/2022/10/1/2024	20-0849 & 22-1011 & 24-0645	Development Incentive	\$ 5,000,000	\$ 3,500,000	\$ 1,500,000	\$ -	0.0%	\$ 5,000,000	Nov. 2026	HIGH	NOT STARTED	0%
GreenMills Holding - Pantry Lofts	2	8/17/2021	21-0723	Development Incentive	\$ 640,000	\$ 640,000	\$ -	\$ -	0.0%	\$ 640,000	PENDING	HIGH	NOT STARTED	0%
Scattered Site Infill Housing	2 & 3	6/15/2021	21-0531	Development Incentive	\$ -		\$ -	\$ -	0.0%	\$ -	To be determined	LOW	IN PROGRESS	45%
825 Progresso Drive, LLC	2	7/5/2023	23-0266	Property & Business Improvement Program/Commercial Façade/NPF Streetscape	\$ 402,695		\$ 402,695	\$ (221,327)	55.0%	\$ 181,368	Dec. 2025	LOW	IN PROGRESS	50%
New Hope	3	5/2/2023	23-0267	Development Incentive	\$ 2,000,000		\$ 2,000,000	\$ -	0.0%	\$ 2,000,000	Nov. 2026	HIGH	NOT STARTED	0%
Regal Development & Tenant (LJ's Barbershop)	3	8/26/2023	Agreement	Comm. Façade Improvement & Property & Business Improvement Program	\$ 375,000	\$ 195,000	\$ 180,000	\$ (77,542)	20.7%	\$ 297,458	March. 2026	LOW	IN PROGRESS	40%
Pleasant Image Distributing	3	2/27/2024 & 1/6/2026	Agreement & 25-1069	Property & Business Improvement Program	\$ 124,900	\$ 26,800	\$ 98,100	\$ (97,051)	77.7%	\$ 27,849	Feb. 2026	HIGH	IN PROGRESS	99%
Sirrom Commercial, Inc (Art Xchange)	3	6/4/2024	24-0558	Development Incentive	\$ 6,000,000		\$ 6,000,000	\$ -	0.0%	\$ 6,000,000	June. 2026	HIGH	NOT STARTED	0%
SJC Sistrunk, LLC	2	2/18/2025	25-0162	Development Incentive	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	0.0%	\$ 6,000,000	Feb. 2026	HIGH	NOT STARTED	0%
West Sistrunk Plaza, LLC for Poderosa Plaza	3	10/1/2024	24-0818	Property & Business Improvement Program & Streetscape Improvement Program	\$ 800,000		\$ 800,000	\$ (50,090)	6.3%	\$ 749,910	June. 2026	LOW	IN PROGRESS	10%
Right Consulting	3	4/1/2025	25-0331	Development Incentive	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	0.0%	\$ 1,000,000	June. 2026	HIGH	NOT STARTED	0%
6 West Apartments LLC (909 Sistrunk Blvd)- Not yet determined	3	11/16/2021/12/5/2023	21-0319/23-1033	Development Incentive	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	0.0%	\$ 4,000,000	Jan. 2027	HIGH	NOT STARTED	0%
* The Alridge and The Laramore (Sistrunk Apartments LLC)	3	11/16/2021 and 1/22/2025	21-0321/25-0008	Development Incentive	\$ 9,000,000		\$ 9,000,000	\$ -	0.0%	\$ 9,000,000	Mar. 2026	HIGH	NOT STARTED	0%
*Victory Entertainment Complex - NE 6th Development, LLC	3	11/16/2021	21-0320	Development Incentive	\$ 2,450,000		\$ 2,450,000	\$ -	0.0%	\$ 2,450,000	Oct. 2026	HIGH	NOT STARTED	0%
*Sistrunk View LLC	3	11/7/2024	24-0817	Development Incentive	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	0.0%	\$ 5,000,000	Jan. 2027	HIGH	NOT STARTED	0%
Homes Venture (312 NW 7th Street Inc)	2	11/18/2025	25-0945	Development Incentive	\$ 10,000,000	\$ 10,000,000	\$ -	\$ -	0.0%	\$ 10,000,000	Sept. 2028	HIGH	NOT STARTED	0%
TOTAL IN PROGRESS as of 2.4.2026					\$ 57,690,315	\$ 31,961,800	\$ 25,728,515	\$ (2,511,935)	4%	\$ 55,178,380				

* \$20M - RESERVES ACCOUNT. Of which \$20M was awarded. Sistrunk View pending encumbrance

NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA IN PROGRESS CHART AS OF 2.4.2026 (FISCAL YEAR 2026)

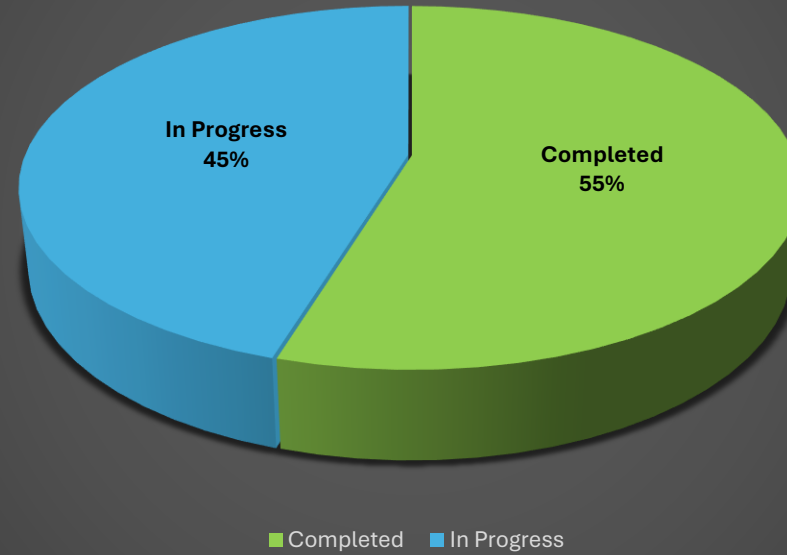


WHAT'S GOING WHERE? (IN PROGRESS)	AMOUNT ALLOCATED	% ALLOCATION
Restaurants	\$ 2,067,219.89	4%
Commercial Use	\$ 5,465,095.00	9%
Mixed Use Affordable Housing	\$ 45,865,000.00	80%
Other (Housing & Health)	\$ 4,293,000.00	7%
	\$ 57,690,314.89	100%

By: Vanessa Martin

NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA SUMMARY AS OF 2.4.2026 (FISCAL YEAR 2026)

Awarded Incentives FY2017 - FY2026



NORTHWEST PROGRESSO FLAGLER HEIGHTS INCENTIVE SUMMARY - FISCAL YEAR 2026 SUMMARY			
INCENTIVE STATUS	Awarded Incentives FY2017 - FY2026	SPEND as of 1.27.2026	Remaining Awarded Incentives
Completed	\$ 69,727,241.93	\$ (67,919,850.94)	\$ 1,807,391.86
In Progress	\$ 57,690,314.89	\$ (2,511,934.89)	\$ 55,178,380.00
INCENTIVE TOTAL	\$ 127,417,556.82	\$ (70,431,785.83)	\$ 56,985,771.86

By: Vanessa Martin



MEMORANDUM

DATE: February 10, 2026

TO: NPF CRA Advisory Board Members

FROM: Vanessa Martin, NPF CRA Acting Manager

BY: Bob Wojcik, Housing and Economic Development Manager

SUBJECT: General Information and Discussion – Reuse of The United States Post Office Site Located at 400 NW 7th Avenue, Fort Lauderdale, FL 33311.

PURPOSE

The purpose of this memorandum is to provide The purpose of this memorandum is to provide background information on the City of Fort Lauderdale owned U.S. Post Office site located at 400 NW 7th Avenue in the Northwest Progresso Flagler Heights Community Redevelopment Area and the possible transfer of the property to the Fort Lauderdale Community Redevelopment Agency for sale and redevelopment.

BACKGROUND

Between 1994 and 1997, the City utilized Community Development Block Grant (CDBG) funds to acquire and develop the property located at 400 NW 7th Avenue for use as a U.S Post Office. A location map is attached as **Exhibit 1**. The post office site was part of a much larger redevelopment effort that preceded the Northwest Progresso Flagler Heights Community Redevelopment Plan. It was part of an Urban Renewal Project known as the Northwest Redevelopment Project that involved the City of Fort Lauderdale acquisition of almost all property in the area bordered by Sistrunk Boulevard to the north, NW 2nd Street to the south, NW 7th Avenue to the west and the Florida East Coast Railway the east. The City used its powers of eminent domain to acquire the property using mostly Federal Community Development Block Grant Funds which were also used for the demolition of structures and the relocation of residents and business under Federal Uniform Act regulations. This is the area now also occupied by City View Townhomes, Regal Trace Apartments (an affordable Low Income Housing Tax Credit rental project), Shoppes on Arts Avenue (retail stores), the Broward Health Urgent Care & Family Health Center and Sistrunk Entryway Park (**Exhibit 2**).

Activities assisted in whole or in part with CDBG funds must comply with the national objectives and primary objective of the Housing and Community Development Act of 1974, as amended. The use of the CDBG acquired property for use by the Post Office was approved by HUD on August 11, 1994 as meeting the “National Objective” of area



benefit to low and moderate income persons based on the facility being a full service operation with the service area for the proposed post office having a 59% low and moderate income population satisfying the HUD criteria of 51% of the resident users being low and moderate income (**Exhibit 3**). Approximately \$1.8 million in CDBG funds were spend on the post office site. This project is listed under the HUD IDIS (Integrated Disbursement and Information) reporting system that facilitates data collection, beneficiaries, performance metrics and expenditures and is used to monitor grantees.

The City of Fort Lauderdale also paid for the construction of the US Post Office at 400 NW 7th Avenue, estimated at approximately \$1.85 million using The Sunshine State Government Finance Commission, relocating it from 330 Southwest 2nd Street (New River Post Office) approximately eight blocks south of the current location. While the property remains owed by the City of Fort Lauderdale, the lease with the US Post Office for use of facility at 400 NW 7 Avenue, named the Sylvia Aldridge Post Office, is with the Fort Lauderdale Community Redevelopment Agency. The 30 year lease began on December 10, 1997 and ends December 11, 2027 with an annual rental rate of \$160,000 (**Exhibit 4**). The use of CDBG funds under HUD regulations required that the rental income from the US Post Office be returned to the City's CDBG program as CDBG Program Income.

We have been informed that the US Post Office will not be extending their lease at the Sylvia Aldridge Post Office (**Exhibit 5**). Reuse of the post office site for an alternative use may now be possible. The 131,679 square foot (3.02 acre) site is zoned Northwest Regional Activity Center Mixed Use East (NWRAC MUE). The City and CRA have been approached by various developers who would like to see the property developed for it's highest and best use which is mixed use development. The property allows for a height of 65 feet by right, and 110 feet with an affordable housing height bonus if approved by the City Commission that would require that 10% of the residential units be reserved as affordable housing under a 30 year deed restriction. However a taller building may be possible under Live Local, that would require that 40% of units be affordable to households earning less or equal to 120% AMI (area median income) for 30 years. Use of the site is also driven by the sales price. There is no current appraisal for the property. The Broward County Property Appraiser states the fair market value of the property to be \$3,650.130 (**Exhibit 6**), which would equate to approximately \$28 per square foot for the site. However, it is possible the value of the property may be more in the range of \$75 to \$100 per square foot based on sale of comparable properties. Transfer of the property to the CRA would allow the CRA, with CRA Board approval, to convey the property to a selected developer at a reduced cost or no cost as a development incentive. Any project would need to comply with the CRA Community Redevelopment Plan and the CRA would need to issue a Request for Proposals (RFP) Notice of Intent. Transferring the property from the City to the CRA and any other alternative reuse to the HUD approved use as a post office would require HUD approval for the City to be compliant with the disposition requirements for assets acquired with Federal funds.



DISCUSSION

Staff seeks direction from the NPF CRA Redevelopment Advisory Board regarding the potential transfer of the post office site to the CRA for the purpose of seeking development proposals for the property for redevelopment. The site represents a strategic opportunity to:

- Eliminate conditions of underutilization and potential blight;
- Promote mixed-use development consistent with redevelopment plan goals;
- Support affordable and workforce housing;
- Facilitate neighborhood serving commercial uses and job access; and
- Increase private investment within the redevelopment area and long term public benefit consistent with CDGB requirements.

The CRA Plan identifies strategic objectives, goals and measurements that include creating affordable and workforce housing and targeting and attracting businesses, retail uses and industries to establish a presence in the redevelopment area and create jobs for area residents. In addition, it calls for investing in development projects that, promote public private partnerships and investment in the redevelopment area.

BM/VM

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Northwest Redevelopment Project

Exhibit 3 – HUD Approval of US Post Office Project

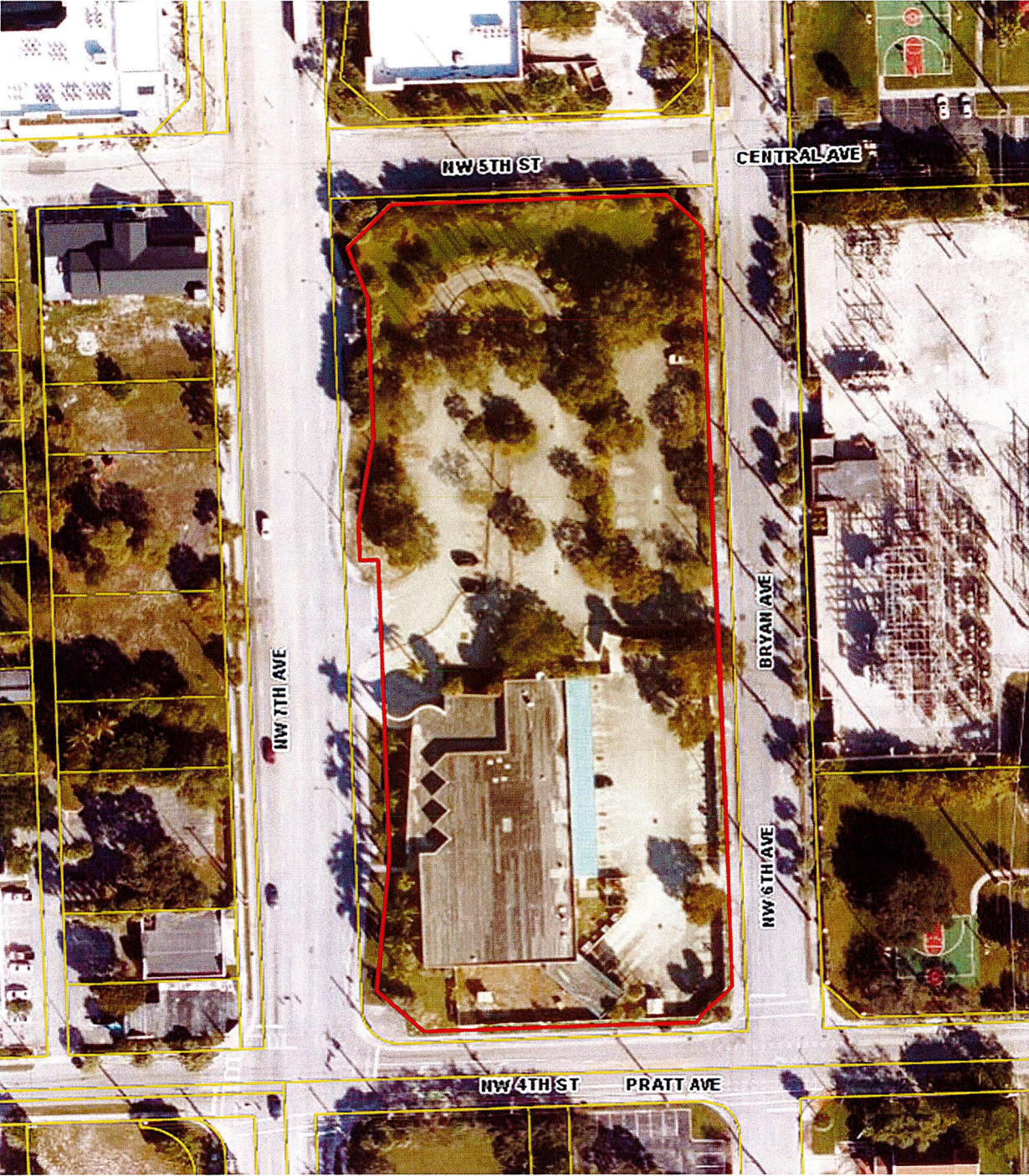
Exhibit 4 – CRA Lease With US Post Office

Exhibit 5 – Letter to City Regarding Decision to Move From The Aldridge Post Office

Exhibit 6 – Broward County Property Appraiser Information

Exhibit 1

Location Map



U.S. Post Office – 400 NW 7 Avenue

Exhibit 2



Shoppes on Arts Avenue

Sistrunk Entryway Park

Regal Trace Apartments

U.S. Post Office

Broward Health

City View Townhomes



U.S. Post Office

Exhibit 3



U. S. Department of Housing and Urban Development

Jacksonville Office, Region IV
301 West Bay Street, Suite 2200
Jacksonville, Florida 32202-5121

4.6CMA

AUG 11 1994

Mr. Michael Parker
Program Manager
Community Development Division
350 SE 2nd Street, Suite 400
Fort Lauderdale, FL 33301

Dear Mr. Parker:

SUBJECT: Community Development Block Grant (CDBG) Program
Request for Eligibility Determination
U.S. Post Office Facility
Fort Lauderdale, Florida

Based on the information provided in your letter dated July 25, 1994, it does appear that the subject activity will meet the National Objective cited, that is, area benefit to low-moderate income persons.

If you have any questions or need more information concerning this matter, please contact Ms. Marion Guilford, Community Planning and Development Representative, at (904) 232-1202.

Very sincerely yours,

A handwritten signature in cursive script that reads "Jim Nichol".

Jim Nichol
Director
Community Planning and
Development Division, 4.6C

94 AUG 16 A 7 : 45

PLANNING & COM. DEV.



CITY OF
FORT LAUDERDALE

Venice of America

July 25, 1994

Jim Nichol, Director
Community Planning & Development Division
U.S. Department of Housing and Urban Development
Jacksonville Office Region IV
325 West Adams Street
Jacksonville, Florida 32202-4303

Subject: Community Development Block Grant Program
Request for Eligibility Determination

Dear Mr. Nichol:

Please provide an Eligibility Determination for using property acquired with CDBG funds for a U.S. Post Office facility. The proposed facility would be approximately 15,000 square feet and would occupy a small portion of an eight acre parcel acquired for commercial reuse. The postal facility would assist in allowing us to achieve our objective for the balance of the property by providing community identity at this location and a stabilizing presence on the site which will help attract other commercial tenants.

We realize that your office provided the City with a determination in 1991 concerning this matter. However, we would like to revisit this issue because we believe that we can demonstrate that the proposed Post Office Project does meet the national objective of benefiting low and moderate income persons.

In your previous correspondence to us of September 5, 1991 regarding this matter (Exhibit 1), you indicated that the service area should take into consideration the area most likely to be affected by the activity. We have updated our analysis of the area serviced by the proposed activity and have determined that the facility would be utilized by both residents of the zip code area and the immediate neighborhood area. These areas overlap and represent 100% of the facility usage.

The proposed Post Office facility will be a full service operation. The counter services which are provided by the Post Office will be utilized by the persons surrounding the facility. Based on a review of comparable facilities, we project that the proposed post office facility will provide approximately 2,200 counter transactions per week and that 80% of the counter customers will come from within a one mile radius of the facility. We believe that the appropriate method to calculate area benefit is to include both the zip code serviced and the area within a one mile radius of the facility.

ECONOMIC DEVELOPMENT DEPARTMENT
350 S.E. 2ND STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33301
TELEPHONE (305) 468-1526, FAX (305) 468-1529



Mr Jim Nichol
July 14, 1994
Page 2

The proposed Post Office location is on NW 7th Avenue between NW 4th Street and NW 6th Street in Census Tract 416 (Exhibit 2). It is located approximately 1700 feet west of the western boundary of its assigned zip code (33301) which takes in an area as far east as the Intracoastal Waterway. This zip code is over two miles across and represents the mail delivery and related service limits for this collection and distribution facility. All other services provided by the postal facility will be utilized by the immediate neighborhood area within a short driving or walking distance of approximately a one mile radius which takes into consideration both natural and man made boundaries.

In your earlier correspondence on this matter, you had stated that we should look to the zip code serviced by the facility to determine CDBG eligibility. We concur that the zip code area should be part of the eligibility calculations. However, we also believe that it is reasonable to include the area immediately surrounding the facility in the area benefit calculations.

Based on 1990 census information, within the total combined service area for the proposed postal facility, 59.0% of the population served are low and moderate income (Exhibit 3). This satisfies the criteria for national objective for area benefit activities under 24 CFR Part 570.208(a)(1)(i) in that over 51% of the resident users are low and moderate income.

The proposed Post Office facility is an important part of our plans to revive an economically distressed area in the City. This project could be the catalyst we need to bring the employment and economic benefits needed in this target area. Your expeditious handling of this request for eligibility determination is greatly appreciated. If you have any questions concerning this matter, please do not hesitate to contact me at (305) 468-1530. Thank you.

Sincerely,

Michael Parker, Housing and Community
Development Program Manager

MP/BW

Attachment

cc: Bud Bentley, Assistant City Manager
Sheryl A Dickey, Economic Development Director

Exhibit 4



400 N.W. 7TH AVENUE

98-083926 T#001
02-12-98 07:39AM

Lease

Unit/Post Office Name & Address:
FT LAUDERDALE - NEW RIVER STATION(113030-059)
FT LAUDERDALE, FL 33312-9998

BROWARD County

This LEASE, made and entered into by and between Ft. Lauderdale Community Redevelopment Agency hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 9, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease' Section A, attached hereto and made a part hereof.

Upon which is a one-story, masonry building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	19,184	Joint Use/Common Areas:	
Platform		TOTAL GROSS SF	109,549
Parking and Maneuvering	56,857		
Other:			
Driveway			
Landscaping	44,001		
Sidewalks	8,691		
RAMP	3,259		

Areas are approximate and subject to adjustment following completion of final plans and specifications.

Total Site Area: 131,678

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: \$160,000.00
One Hundred Sixty Thousand and 00/100 Dollars
payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be disbursed as follows:

payable to:
City of Ft. Lauderdale for Benefit of Ft. Lauderdale Community Redevelopment Agency
City Treasurer
100 North Andrews Avenue
Ft. Lauderdale FL 33301-

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

3. TO HAVE AND TO HOLD the said premises with their appurtenances:
FIXED TERM: The term beginning and ending for a total of 30 years.
DECEMBER 10, 1997 THRU DECEMBER 11, 2027

City of Fort Lauderdale
City Clerk
c/o Finance Dept., 6th Floor
100 N. Andrews Avenue

BK27696FC0545

5. TERMINATION: None.
6. UTILITIES, SERVICES, AND EQUIPMENT: Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment (See Lessor Obligations of General Conditions (A. 24) and/or attached addendum for definitions.) Heating System, Air Conditioning Equipment, Light Fixtures, Sewerage System, Electrical System, Water System, USPS will be responsible for payment of all recurring charges for separately metered electricity, sewer and water.
7. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:
Construction Rider (C-1), Maintenance Rider - USPS (M-1), See Attached Addendum.
8. The undersigned has completed the 'Representations and Certifications.' (See Section B).
9. LEGAL DESCRIPTION:

PARCELS "A" AND "C", NORTHWEST FORT LAUDERDALE COMMERCIAL PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 45 FEET OF THE EAST 60 FEET OF SAID PARCEL "A".

SUBJECT TO:

AN EASEMENT FOR THE "JOHN H. HILL MEMORIAL LANDMARK", OVER THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°50'05" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 80.08 FEET; THENCE NORTH 44°54'25" WEST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL "A", A DISTANCE OF 16.18 FEET THE POINT OF BEGINNING; THENCE NORTH 45°05'35" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 44°54'25" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 45°05'35" WEST, A DISTANCE OF 5.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL "A"; THENCE NORTH 44°54'25" WEST, ALONG SAID BOUNDARY, A DISTANCE OF 10.00 FEET, THE POINT OF BEGINNING.

BR 27696PG11546



Lease

EXECUTED BY LESSOR this 30 day of June, 1996

CORPORATION

FT. LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY (a Florida public redevelopment corporation)

Affix Corporate Seal

Jim Naugle, Chairman-Commissioner
Print Name & Title

Signature

George L. Hanbury, Executive Director
Print Name & Title

Signature

Dennis E. Lyles, Agency Attorney
Print Name & Title

Approved as to form: Studen P Miller
Signature: est. [unclear]

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address: Ft. Lauderdale Community Redevelopment Agency
100 North Andrews Avenue Ft. Lauderdale FL 33301-1085
Telephone No: (305) 468-1504
Taxpayer ID: 59-6000319

Patsy N. Adams
Witness

Dorothy O'Leary
Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 9/24/96

ROBERT T WILKES JR
Contracting Officer

Robert T. Wilkes Jr.
Signature of Contracting Officer

ATLANTA FSO
4000 DEKALB TECH PKWY 300
ATLANTA GA 30340-2799
Address of Contracting Officer

BK 27696 PG 1547

U.S. POSTAL SERVICE

Facilities Department

Form of Acknowledgment for Contracting Officer



STATE OF GEORGIA

SS:

COUNTY/PARISH OF DEKALB

Personally appeared before me, a Notary Public in and for the County/Parrish and State aforesaid,

ROBERT T. WILKES, JR.
(Identify individual party to the lease)

known to be the

Contracting Officer
Facilities Service Office, USPS
Bldg 300 - Suite 300
4000 DeKalb Technology Parkway
Atlanta GA 30340-2799

and to be the same person who executed the foregoing Lease, who deposes and says that he signed his name thereto, by authority of said Postal Service, for the purposes set forth, and as his own free and voluntary act.

Witness my hand and notarial seal, in the County/Parish and State aforesaid,

this 24th day of September, 1998.

NOTARIAL
SEAL

Sharron L. Weiss
Notary Public

My commission expires February 26, 1999.

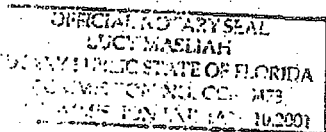
BK27696PG0548

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this June 20, 1996, ~~1998~~, by JIM NAUGLE, Chairman of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency, created pursuant to Chapter 163, Part III, Florida Statutes. He is personally known to me and did not take an oath.

(SEAL)

Lucy Masliah
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)



Lucy Masliah
Name of Notary Typed,
Printed or Stamped

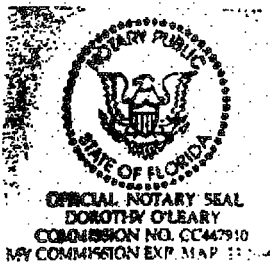
My Commission Expires: January 10, 2001
Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this June 20, 1996, ~~1998~~, by GEORGE L. HANBURY, Executive Director of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes. He is personally known to me and did not take an oath.

(SEAL)

Dorothy O'Leary
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)



DOROTHY O'LEARY
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 3-22-99
CC: 477910
Commission Number

8K27696PG1549

ADDENDUM

Ft. Lauderdale, FL - New River Station 33312

1. The Postal Service hereby agrees to save harmless and indemnify the lessor from all claims, loss, damage, actions, causes of action, expense, and/or liability resulting from the use of said property by the Postal Service whenever such claim, loss, damage, actions, cause of action, expense, and/or liability arise from the negligent or wrongful act or omission by a Postal employee while acting within the scope of his or her employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act occurred. Notwithstanding the above, the Postal Service shall be under no obligation to save harmless and indemnify the lessor where the negligent act or omission by the lessor, its employees or agents, in any way causes or contributes to the claim, loss, damage, actions, causes of action, expense, or liability.
2. The lease shall not be subject to any early cancellation provision; except, that in the event the Lessor does not commence construction within one year from the date of execution of this lease agreement by the U.S. Postal Service, then the lease agreement shall terminate with no further obligation or responsibility by either party.
3. The improvements at the time of termination of this lease are the property of the Lessor except for moveable property or built-in structures and equipment of the Postal Service that can be removed without causing substantial damage to the premises. Removal of any such property will be at the sole discretion of the Postal Service.
4. The City of Ft. Lauderdale, FL, as parent to the Lessor of this Lease, and the U.S. Postal Service mutually agree to terminate the existing Lease dated October 4, 1974 for the present New River Station located at 33 SW 2nd Street, Ft. Lauderdale, FL within 30 days following both the satisfactory completion and acceptance of the new facility, covered by this Lease, for beneficial occupancy, and the formal acceptance and execution of a ground lease agreement for space within the City's Parking Garage in downtown Ft. Lauderdale. The Mutual Termination Agreement will be prepared by the U.S. Postal Service.

NOTE: "RADON GAS - Radon is a naturally occurring radioactive gas, that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

BR27696PG1550

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

SECTION A

A.1 CHOICE OF LAW

This Lease shall be governed by Federal law.

A.2 DEFINITIONS

As used in this contract, the following terms have the following meanings:

a. "Contracting officer" means the person executing this contract on behalf of the Postal Service, and any other employee who is a properly authorized contracting officer; the term includes, except as otherwise provided in the contract, the authorized representative of a contracting officer acting within the limits of the authority conferred upon that person.

b. "Successful offeror," "offeror," "contractor," or "Lessor" are interchangeable and refer to the party whose proposal is accepted by the Postal Service.

c. "Lease" and "agreement" are interchangeable and refer to this document, including all riders and attachments thereto.

A.3 EXECUTION REQUIREMENTS

a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the offeror is married, the husband or wife of the offeror must also execute the Lease. The offeror must submit adequate evidence of title.

b. If the offeror is a general partnership, each member must sign.

c. If the offeror is a limited partnership, all general partners must sign.

d. Where the offeror is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.

e. Where the offeror is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.

f. Where the offeror is a corporation, leases and lease agreements entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.

g. Where the offeror is a corporation, municipal corporation, fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the municipal corporation, fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.

h. Notices. Any notice to Lessor provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed to Lessor at the address specified on page 3 of the Lease, or at an address that Lessor has otherwise appropriately directed in writing.

Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed, addressed to "Contracting Officer, U.S. Postal Service" at the address specified on page 3 of the Lease, or at an address that the Postal Service has otherwise directed in writing.

A.4 MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the offeror must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the offeror must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

A.5 EQUAL OPPORTUNITY

a. The contractor may not discriminate against employees or applicants because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This action must include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants, notices provided by the contracting officer setting forth the provisions of this clause.

b. The contractor must, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.

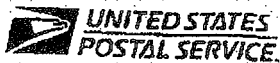
c. The contractor must send to each union or workers' representative with which the contractor has a collective bargaining agreement or other understanding, a notice, provided by the contracting officer, advising the union or workers' representative of the contractor's commitments under this clause, and must post copies of the notice in conspicuous places available to employees and applicants.

d. The contractor must comply with all provisions of Executive Order (EO) 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor must furnish all information and reports required by the Executive order, and by the rules, regulations, and orders of the Secretary, and must permit access to the contractor's books, records, and accounts by the Postal Service and the Secretary for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

f. If the contractor fails to comply with this clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part; the contractor may be declared ineligible for further contracts in accordance with the Executive order; and other sanctions may be imposed and remedies invoked under the Executive order, or by rule, regulation, or order of the Secretary, or as otherwise provided by law.

g. The contractor must insert this clause, including this paragraph g, in all subcontracts or purchase orders under this contract unless exempted by Secretary of Labor rules, regulations, or orders issued under the Executive order. The contractor must take such action with respect to any such subcontract or purchase order as the Postal Service may direct as a means of enforcing the terms and conditions of this clause (including sanctions for noncompliance), provided, however, that if the contractor becomes involved in, or is threatened with, litigation as a



General Conditions to USPS Lease

result, the contractor may request the Postal Service to enter into the litigation to protect the interests of the Postal Service.

h. Disputes under this clause will be governed by the procedures in 41 CFR 60-1.1.

A.6 FACILITIES NONDISCRIMINATION

a. As used in this clause, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.

b. The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, religion, color, age, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges, accommodations, and activities provided thereby.

c. It is agreed that the Lessor's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Postal Service in acquiring substitute space, including but not limited to the cost of moving to such space.

d. The Lessor agrees to include, or to require the inclusion of the foregoing provisions of this clause (with the terms "Lessor" and "Lease" appropriately modified) in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that it will take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this clause, including but not limited to termination of the agreement or concession.

A.7 OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress may be admitted to any part or share of this contract, or to any benefit arising from it. This prohibition does not apply to the extent this contract is with a corporation for the corporation's general benefit.

A.8 CONTINGENT FEES

a. The offeror warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies maintained by the Lessor for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its sole discretion, to deduct from the contract price or consideration, or otherwise recover from offeror the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

A.9 ASSIGNMENT OF CLAIMS

a. If this contract provides for payments aggregating \$10,000 or more, claims for moneys due or to become due from the Postal Service under

it may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with

1. The contracting officer, and

2. The surety or sureties upon any bonds.

b. Except with the written consent of the Contracting Officer, assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, so long as such transfer is subject to this agreement.

A.10 COMPLIANCE WITH OSHA STANDARDS

To the extent this agreement is for construction, alteration, and/or repairs, the Lessor must (i) comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations, Part 1910, promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970; (ii) comply with any other applicable Federal, State, or local regulation governing work place safety to the extent they are not in conflict with (i); and (iii) take all other proper precautions to protect the health and safety of (a) any laborer or mechanic employed by the Lessor in performance of this agreement, (b) Postal Service employees, and (c) the public. The Lessor must include this clause in all subcontracts hereunder and to require its inclusion in all subcontracts of a lower tier. The term "Lessor" as used in this clause in any subcontract must be deemed to refer to the subcontractor.

A.11 EXAMINATION OF RECORDS

a. The Postal Service and its authorized representatives will, until three years after final payment under this contract, or for any shorter period specified for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract.

b. The contractor agrees to include in all subcontracts under this contract a provision to the effect that the Postal Service and its authorized representatives will, until three years after final payment under the subcontract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes:

1. Purchase orders; and

2. Subcontracts for public utility services at rates established for uniform applicability to the general public

A.12 CLEAN AIR AND WATER

The contractor agrees-

a. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information,

as well as other requirements specified in section 114 of the Clean Air Act and section 308 of the Clean Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

c. To use its best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

d. To insert the substance of this clause into any nonexempt subcontract, including this paragraph d.

A.13 CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. 1. A claim by the contractor must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the contractor is subject to a written decision by the contracting officer.

2. For contractor claims exceeding \$50,000, the contractor must submit with the claim a certification that:

(a) The claim is made in good faith;

(b) Supporting data are accurate and complete to the best of the contractor's knowledge and belief; and

(c) The amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable.

3. (a) If the contractor is an individual, the certification must be executed by that individual.

(b) If the contractor is not an individual, the certification must be executed by:

(1) A senior company official in charge at the contractor's plant or location involved; or

(2) An officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

e. For contractor claims of \$50,000 or less, the contracting officer must, if requested in writing by the contractor, render a decision within 60 days

of the request. For contractor-certified claims over \$50,000, the contracting officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made.

f. The contracting officer's decision is final unless the contractor appeals or files a suit as provided in the Act.

9. The Postal Service will pay interest on the amount found due and unpaid from:

1. The date the contracting officer receives the claim (properly certified if required); or

2. The date payment otherwise would be due, if that date is later, until the date of payment.

h. Simple interest on claims will be paid at a rate determined in accordance with the interest clause.

i. The contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

A.14 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The following clause is applicable if this contract provides for payments aggregating \$2500 or more.

a. The contractor may not discriminate against any employee or applicant because of physical or mental handicap, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

c. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules and regulations and relevant orders of the Secretary of Labor.

d. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants, and the rights of applicants and employees.

e. The contractor must notify each union or worker's representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of section 503 of the Act and is committed to taking affirmative action to employ, and advance in employment, handicapped individuals.

f. The contractor must include this clause in every subcontract or purchase order over \$2,500 under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so its provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

**A.15 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND
VETERANS OF THE VIETNAM ERA**

If this contract provides for payments aggregating \$10,000 or more, the following clause is applicable.

- a. The contractor may not discriminate against any employee or applicant because that employee or applicant is a disabled veteran or veteran of the Vietnam era, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).
- b. The contractor agrees that all suitable employment openings of the contractor existing at the time of the execution of this contract or occurring during its performance (including those not generated by this contract and those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates) will be listed at an appropriate local office of the State employment service system where the opening occurs. The contractor further agrees to provide such reports to the local office regarding employment openings and hires as may be required. State and local government agencies holding Postal Service contracts of \$10,000 or more will also list all their suitable openings with the appropriate office of the State employment service.
- c. Listing of employment openings with the employment service system will be made at least concurrently with the use of any other recruitment source or effort and will involve the normal obligations attaching to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular applicant or hiring from any particular group of applicants, and nothing herein is intended to relieve the contractor from any other requirements regarding nondiscrimination in employment.
- d. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it must advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. The contractor may advise the State system when it is no longer bound by this clause.
- e. Paragraphs b, c, and d above do not apply to openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement. But this exclusion does not apply to a particular opening once the contractor decides to consider applicants outside its own organization or employer/union arrangements for that opening.

f. Definitions

1. "All suitable employment openings" includes openings that occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement or openings in an educational institution that are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations in which the needs of the Postal Service cannot reasonably be otherwise supplied, when listing would be contrary to

national security, or when the requirement of listing would otherwise not be in the best interests of the Postal Service.

2. "Appropriate office of the State employment service" means the local office of the Federal/State national systems of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled.
3. "Openings the contractor proposes to fill from within its own organization" means employment openings for which persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) will not be considered and includes any openings the contractor proposes to fill from regularly established "recall" lists.
4. "Openings the contractor proposes to fill under a customary and traditional employer/union hiring arrangement" means employment openings the contractor proposes to fill from union halls as part of the customary and traditional hiring relationship existing between it and representatives of its employees.
9. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- h. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules, regulations, and relevant orders of the Secretary.
- i. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and the rights of applicants and employees.
- l. The contractor must notify each union or workers' representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of the Act and is committed to taking affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.
- k. The contractor must include this clause in every subcontract or purchase order of \$10,000 or more under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so its provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.16 GRATUITIES

- a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the contractor or the contractor's agent or other representative -
 1. Offered or gave a gratuity (such as a gift or entertainment) to an officer or employee of the Postal Service; and
 2. Intended by the gratuity to obtain a contract or favorable treatment under a contract.
- b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

A.17 HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Friable asbestos material" means any material containing more than 1% asbestos by weight that hand pressure can crumble, pulverize, or reduce to powder when dry. Sites cannot have contaminated soil, water or undisclosed underground storage tanks.

Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law is subsequently identified on the premises, the Lessor agrees to remove such materials or substances upon notification by the U. S. Postal Service at Lessor's sole cost in accordance with EPA and/or State guidelines. If the Lessor fails to remove the asbestos or hazardous/toxic materials or substances, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Lessor by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Lessor certifies:

1. The property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances including friable asbestos, as defined by applicable State or Federal law.
2. There are no undisclosed underground storage tanks or associated piping on the property.

The Lessor hereby indemnifies the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from, brought for, or on account of any violation of this clause.

A.18 ADVERTISING OF CONTRACT AWARDS

Except with the contracting officer's prior approval, the contractor agrees not to refer in its commercial advertising to the fact that it was awarded a Postal Service contract or to imply in any manner that the Postal Service endorses its products.

A.19 RECORDING

Recording Not Required.

A.20 SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

A.21 ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service. Prior to expiration or termination of this lease the Postal

Service may remove such alterations and improvements and restore the premises to as good condition as that existing at the time of entering upon the same under the lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Postal Service has no control, excepted. If however, at the expiration or termination of the lease or any renewal or extension thereof, the Postal Service elects not to remove such alterations and/or improvements, said alterations and/or improvements shall become the property of the Lessor and any rights of restoration are waived.

A.22 APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service.

A.23 DAMAGE OR DESTRUCTION OF PREMISES

If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection or are otherwise determined by the Postal Service to be unfit for use and occupancy, the Postal Service may:

- a. terminate this lease as of the date the premises become unfit for use and occupancy.
- b. require the Lessor to repair or rebuild the premises as necessary to restore them to tenable condition to the satisfaction of the Postal Service. For any period the premises, or any part thereof, are unfit for use and occupancy, the rent will be abated in proportion to the area determined by the Postal Service to be untenable. Unfitness for use does not include unsuitability arising from such causes as design, size, or location of the premises, or

- c. accomplish all repair necessary for postal occupancy and deduct all such costs, plus administrative burden from future rents.

A.24 LESSOR OBLIGATIONS

The Lessor's obligations regarding the services to be provided are further defined as follows:

- a. ~~If heating system and fuel are furnished - Lessor must furnish heating system together with all fuel required for proper operation of the system during the continuance of the Lease. The system must be in good working order and if maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.~~
- b. ~~If heat is furnished - Lessor must maintain a uniform heating temperature of 65 degrees F. in all enclosed portions of the demised premises during the continuance of the Lease.~~
- c. If heating system is furnished - Lessor must furnish heating system in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.
- d. ~~If lighting fixtures and power are furnished - Lessor must provide light fixtures in good working order as well as pay all recurring electric bills.~~
- e. If light fixtures are furnished - Lessor must provide light fixtures in good working order.
- f. ~~If electricity is furnished - Lessor must pay for all recurring electric bills and furnish the electrical system during the continuance of the Lease.~~
- g. If electrical system is furnished - Lessor must furnish an electrical system in good working order having a separate electrical meter.

~~h. If water system and water are furnished - Lessor must furnish a water system in good working order and pay for all recurring water bills during the continuance of the Lease.~~

i. If water system is furnished - Lessor must furnish a water system in good working order with separate water meter.

~~j. If sewerage service is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines and related devices, as necessary, and to pay all charges, fees and other costs for such system and services during the continuance of the Lease.~~

k. If sewerage system is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines, and related devices, as necessary during the continuance of the Lease.

~~l. Future Availability of Public Water and/or Sewerage Services - Regardless of Lessor's responsibility for water and/or sewerage under this Lease, if public water and/or sewerage services are not currently available, but become available in the future, the Lessor agrees to accomplish connection, maintain, and pay all fees and costs involved in connecting the building system to the public water and/or sewerage systems. After connection, the Postal Service agrees to pay recurring charges for water consumption and use of sewerage services. If connection of such services is optional, the Postal Service will determine if the connection is to be made by the Lessor.~~

~~m. If air conditioning equipment and operating power are provided - Lessor must furnish air conditioning equipment together with all power required for proper operation of the equipment during the continuance of the lease. The equipment must be in good working order and maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.~~

n. If air conditioning equipment is furnished - Lessor must furnish air conditioning equipment in the demised premises in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider included attached hereto

~~o. If air conditioning is furnished - Lessor must maintain a uniform temperature of no greater than 78 degrees F. in all enclosed portions of the demised premises and be responsible for carrying of the air conditioning equipment including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment together with power, water and other services for its operation.~~

A.25 LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein are binding on the Lessor, and all heirs, executors, administrators, successors, and assigns

A.26 DRUG-FREE WORKPLACE

a. Applicability. This clause applies to all contracts with individuals without regard to the dollar amount, and to all other contracts over \$50,000.

b. Exceptions. This clause does not apply to those contracts that are to be performed completely outside of the United States, its territories, and possessions.

c. Definitions. As used in this clause:

1. "Controlled substance" means those substances identified in schedules I through V, Section 202 of the Controlled Substances Act

(21 U.S.C. 812), and as further defined in 21 CFR Sections 1308.11 through 1308.15.

2. "Conviction" means a finding of guilt (including a finding based on a plea of guilty or a plea of nolo contendere) by any judicial body charged with the responsibility to determine violations of criminal drug statutes.

3. "Criminal drug statute" means a federal or non-federal criminal statute involving drug abuse.

4. "Drug abuse" means the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

5. "Employee" means any person directly engaged in the performance of work under a Postal Service contract.

6. "Individual" means a contractor with no employees other than himself or herself.

7. "Workplace" means any site where work is being done in connection with this contract.

d. Requirements

1. Contractors, except as individuals, must provide a drug-free workplace by:

(a) Publishing, publicly posting, and furnishing each employee a statement that drug abuse in the workplace is prohibited and specifying what actions will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform all employees about:

(1) The dangers of drug abuse in the workplace;

(2) The contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;

(c) Notifying all employees that, as a condition of continued employment on this contract, the employee must:

(1) Abide by the contractor's prohibition of drug abuse in the workplace; and

(2) Notify the contractor of any criminal drug conviction for a violation occurring in the workplace within five (5) days of such conviction;

(d) Notifying the contracting officer within ten (10) days of receiving a notice of a conviction from an employee or otherwise;

(e) Instituting appropriate personnel action, up to and including termination, against an employee or requiring the employee to complete a drug abuse assistance or rehabilitation program approved by a Federal, State, local health, law enforcement, or other appropriate agency within thirty (30) days of receiving a notice of conviction; and

(f) Making consistent and good faith efforts to maintain a drug-free workplace through implementation of paragraphs d.1.(a) through d.1.(e), above.

2. The contractor, if an individual, must not engage in drug abuse in the performance of this contract.

e. Sanctions. Violation of the terms of this clause may be grounds for the termination for default, and suspension or debarment from eligibility for future Postal Service contracts.

A.27 DAVIS-BACON ACT

The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet and involves construction work over \$2,000.00.

a. Minimum Wages

1. All mechanics and laborers employed in the contract work (other than maintenance work of a recurring, routine nature necessary to keep the building or space in condition to be continuously used at an established capacity and efficiency for its intended purpose) must be paid unconditionally, and not less than once a week, without deduction or rebate (except for deductions permitted by the Copeland Regulations (29 CFR Part 3)), the amounts due at the time of payment computed at rates not less than the aggregate of the basic hourly rates and rates of payments, contributions, or costs for any fringe benefits contained in the wage-determination decision of the Secretary of Labor, attached hereto, regardless of any contractual relationship alleged to exist between the Lessor or subcontractor and these laborers and mechanics. A copy of the wage-determination decision must be kept posted by the Lessor at the site of the work in a prominent place where it can easily be seen by the workers.

2. The Lessor may discharge its obligation under this clause to workers in any classification for which the wage-determination decision contains-

(a) Only a basic hourly rate of pay, by making payment at not less than that rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(b) Both a basic hourly rate of pay and fringe-benefit payments, by paying in cash, by irrevocably contributing to a fund, plan, or program for, or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 276a, or by a combination of these.

3. Contributions made, or costs assumed, on other than a weekly basis (but not less often than quarterly) are considered as having been constructively made for a weekly period. When a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Lessor pays a cash equivalent or provides an alternative fringe benefit, the Lessor must furnish information with the Lessor's payrolls showing how the Lessor determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage-determination fringe benefits. When the Lessor provides a fringe-benefit different from that contained in the wage determination, the Lessor must show how the hourly rate was arrived at. In the event of disagreement as to an equivalent of any fringe benefit, the contracting officer must submit the question, together with the contracting officer's recommendation, to the Secretary of Labor for final determination.

4. If the contractor does not make payments to a trustee or other third person, the contractor may consider as payment of wages the costs reasonably anticipated in providing bona fide fringe benefits; but only with the approval of the Secretary of Labor pursuant to a written request by the Lessor. The Secretary of Labor may require the Lessor to set aside assets in a separate account, to meet the Lessor's obligations under any unfunded plan or program

5. The contracting officer will require that any class of laborers or mechanics not listed in the wage-determination but to be employed under the contract will be classified in conformance with the wage-determination and report the action taken to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210-0001, for approval. The contracting officer will approve an additional classification and wage rate and fringe benefits therefor only if-

(a) The work to be performed by the classification requested is not performed by a classification in the wage-determination;

(b) The classification is utilized in the area by the constitution industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

6. If the Lessor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate and fringe benefits therefor, the contracting officer must submit the question, together with the views of the interested parties and the contracting officer's recommendation, to the Wage and Hour Administrator for final determination. The Administrator or authorized representative will, within 30 days of receipt, approve, modify, or disapprove every proposed additional classification action, or issue a final determination if the parties disagree, and so advise the contracting officer or advise that additional time is necessary. The final approved wage rate (and fringe benefits if appropriate) must be paid to all workers performing work in the classification under the contract from the first day work is performed in the classification. The Lessor will post a copy of the final determination of the conformance action with the wage-determination determination at the site of the work. (The Department of Labor information collection and reporting requirements contained in subparagraph a.5 above and in this subparagraph a.6 have been approved by the Office of Management and Budget under OMB control number 1215-0140.)

b. Apprentices and Trainees

1. Apprentices may be permitted to work only when (a) registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, or (b) if not individually registered in the program, certified by the Bureau of Apprenticeship and Training or State agency (as appropriate) to be eligible to work only if individually registered in a program approved by the Employment and Training Administration, U.S. Department of Labor.

2. The ratio of apprentices to journeymen or trainees to journeymen in any craft classification must not be greater than that permitted for the Lessor's entire work force under the registered apprenticeship or trainee program. Apprentices and trainees must be paid at least the applicable wage rates and fringe benefits specified in the approved apprenticeship or trainee program for the particular apprentice's or trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage-determination. If the apprenticeship or trainee program does not specify fringe benefits, apprentices or trainees must be paid in the full amount of fringe benefits listed on the wage-determination for the applicable classification unless the Administrator of Wage and Hour Division determines that a different practice prevails. Any employee listed on a payroll at an apprentice or trainee wage rate not registered, or performing work on the job site in excess of the ratio permitted under the registered program, must be paid the wage rate

on the wage determination for the classification of work actually performed.

3. If the Bureau of Apprenticeship and Training or State agency recognized by the Bureau (as appropriate) withdraws approval of an apprenticeship program, or if the Employment and Training Administration withdraws approval of a trainee program, the contractor will no longer be permitted to utilize apprentices or trainees (as appropriate) at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (See 29 CFR 5.16 for special provisions that apply to training plans approved or recognized by the Department of Labor prior to August 20, 1975.)

4. The utilization of apprentices, trainees, and journeymen must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

c. Overtime Compensation

1. The Lessor may not require or permit any laborer or mechanic employed on any work under this contract to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), unless the laborer or mechanic receives compensation at a rate not less than one-and-one-half times the laborer's or mechanic's basic rate of pay for all such hours worked in excess of 40 hours.

2. For violations of subparagraph c.1 above, the Lessor is liable for liquidated damages, which will be computed for each laborer or mechanic at \$10 for each day on which the employee was required or permitted to work in violation of subparagraph c.1 above.

3. The contracting officer may withhold from the Lessor sums as may administratively be determined necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages pursuant to subparagraph c.2 above.

d. Payroll and Other Records

1. For all laborers and mechanics employed in the work covered by this clause, the Lessor must maintain payrolls and related basic records and preserve them for a period of three years after contract completion. The records must contain the name, address, and social security number of each employee, the employee's correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), the daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Lessor has obtained approval from the Secretary of Labor to assume a commitment to bear the cost of fringe benefits under subparagraph a.4 above, the Lessor must maintain records showing the commitment and its approval, communication of the plan or program to the employees affected, and the costs anticipated or incurred under the plan or program. Lessors employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The Lessor must submit weekly, for each week in which any work covered by this clause is performed, a copy of all payrolls to the contracting officer. The Lessor is responsible for the submission of copies of payrolls of all subcontractors. The copy must be accompanied by a statement signed by the Lessor indicating that the payrolls are correct and complete, that the wage rates contained in them are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Submission of the Weekly Statement of Compliance (see 29 CFR

5.5(a)(3)(ii)) required under this agreement satisfies this requirement. As required by this clause, the Lessor must submit a copy of any approval by the Secretary of Labor. (The Department of Labor information collection and reporting requirements in this subparagraph d.2 have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

3. The Lessor's records required under this clause must be available for inspection by authorized representatives of the contracting officer and the Department of Labor, and the Lessor must permit the representative to interview employees during working hours on the job.

4. The Lessor must comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3), which are hereby incorporated in this contract by reference.

e. Withholding of Funds. The contracting officer may withhold from the Lessor under this or any other contract with the Lessor so much of the accrued payments or advances as is considered necessary to pay all laborers and mechanics the full amount of wages required by this contract or any other contract subject to the Davis-Bacon prevailing wage requirements that is held by the Lessor.

f. Subcontracts

1. If the Lessor or any subcontractor fails to pay any laborer or mechanic employed on the site of the work any of the wages required by the contract, the contracting officer may, after written notice to the Lessor, suspend further payments or advances to the Lessor until violations have ceased.

A.28 BANKRUPTCY

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor will furnish, by certified mail, written notification of the bankruptcy to the contracting officer responsible for administering the contract. The notification must be furnished within five days of the initiation of the bankruptcy proceedings. The notification must include the date on which the bankruptcy petition was filed, the court in which the petition was filed, and a list of Postal Service contracts and contracting officers for all Postal Service contracts for which final payment has not yet been made. This obligation remains in effect until final payment under this contract.

SECTION B

B.1 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable blocks, represents that it --

a. Operates as a corporation incorporated under the laws of the State of Florida an individual, a partnership, a joint venture, a nonprofit organization, or an educational institution and a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes.

b. Is a small business concern, minority-owned business, woman-owned business, labor surplus area concern, educational or other non-profit organization, or none of the above entities.

c. **SMALL BUSINESS CONCERN.** A small business concern for the purposes of Postal Service procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in CFR Part 121, or if no standard has been established, then of a size employing not more than 500 employees. (Also see USPS Procurement Manual, Chapter 10, Section 1.)

d. **MINORITY-OWNED BUSINESS.** A minority-owned business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. ("Native Americans" means American Indians, Eskimos, Aleuts, and native Hawaiians. "Asian-Pacific Americans" means those whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Marianas Islands, Laos, Kampuchea, or Taiwan. "Asian-Indian Americans" means those whose origins are in India, Pakistan, or Bangladesh.)

e. **WOMAN-OWNED BUSINESS.** A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

f. **LABOR SURPLUS AREA.** A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.

1. Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.

2. Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called Area of Substantial and Persistent Unemployment) and is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.

3. Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called Area of Substantial Unemployment) and which is listed as such by that Department in conjunction with its publication Area Trends in Employment and Unemployment.

g. **LABOR SURPLUS AREA CONCERN.** A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.

h. **EDUCATIONAL OR OTHER NON-PROFIT ORGANIZATION.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

B.2 PARENT COMPANY AND TAXPAYER IDENTIFICATION NUMBER

a. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in to be able to formulate, determine, or veto basic offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

b. Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security Number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941.

Offeror's TIN: _____ *Note: The Fort Lauderdale CRA is a local unit of special purpose government meeting the criteria of a dependent special district

c. Check this block if the offeror is owned or controlled by a parent company, in accord with Chapter 189, Florida Statutes.



Representations and Certifications

d. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: City of Fort Lauderdale
Parent Company's Main Office Address: City Manager's Office
No. and Street: 100 N. Andrews Avenue
City: Fort Lauderdale State: FL Zip Code: 33301
Parent Company's TIN: 59-6000319

e. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: _____

Common Parent's TIN: _____

B.3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

a. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation--

1. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

b. Each person signing this proposal certifies that--

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

c. Modification or deletion of any provision in this certificate may result in the rejection of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

B.4 CONTINGENT FEE REPRESENTATION

a. The offeror must complete the following representations:

1. The offeror has has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract.
2. The offeror has has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract.

b. If either representation is in the affirmative, or upon request of the contracting officer, the offeror must furnish, in duplicate, a completed Form 7319, "Contractor's Statement of Contingent or Other Fees," and any other officer. If the offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, it may accompany its proposal with a signed statement--

1. Indicating when the completed form was previously furnished;
2. Identifying the number of the previous solicitation or contract, if any, in connection with which the form was submitted; and
3. Representing that the statement on the form is applicable to this proposal.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

B.5 CERTIFICATION OF NONSEGREGATED FACILITIES

a. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

b. As used in this certification, "segregated facilities" means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

c. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

NOTICE

A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

B.6 CLEAN AIR AND WATER CERTIFICATION

a. This certification applies only if (1) the offer exceeds \$100,000, (2) the offer is for an indefinite quantity and indicates that orders for estimating quantities will exceed \$100,000 in any year, (3) a facility to be used is listed on the EPA List of Violating Facilities because of a criminal conviction, or (4) the contract is not otherwise exempt.

b. The offeror (1) certifies, by checking the applicable box, that any facility to be utilized in the performance of the proposed contract is, is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this proposal, and (2) agrees to notify the contracting officer promptly if any communication is received from the Environmental Protection Agency before contract award indicating that any such facility is under consideration for inclusion on the list.

B.7 LEASES BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES, CONTRACT EMPLOYEES, OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES OR CONTRACT EMPLOYEES

By submitting this proposal, the offeror certifies that the offeror is, is not an employee, a personal service contract employee or a member of the immediate family of a Postal Service employee or personal service contract employee OR a business organization (partnership, corporation, joint venture, etc.) substantially owned or controlled by a Postal Service employee, a personal service contract employee, or a member of the immediate family of a Postal Service employee or personal service contract employee. "Immediate family" means spouse, minor child or children, and other individuals related to the employee by blood who are residents of the employee's household.

1. The property leased will contain areas and spaces, improvements and appurtenances furnished as provided in accordance with Postal Service drawing(s), specifications, details and handbooks, including but not limited to Handbook RE-4, Standards for Facility Accessibility by the Physically Handicapped (dated April 19, 1985); Architectural Plans and Specifications will be prepared by the Lessor at his sole cost and expense. These plans and specifications will be coordinated through the U.S. Postal Service, and are subject to their final review and approval, which are made a part of this Lease.
2. The Offeror agrees that:
 - a. Said building and/or said improvements, additions, repairs or remodeling shall be completed to the satisfaction of the Postal Service no later than 394 calendar days nor before 345 calendar days after written notice to proceed is given by the Contracting Officer.
 - b. If this Lease is submitted in response to a solicitation for proposals to construct a facility on a site to be acquired from the Postal Service by purchase or ground lease, or by assignment of ground lease, to conclude such purchase or ground lease, or accept assignment of an Assignable Ground Lease, within thirty (30) days from the date of acceptance of this Lease by the Postal Service. If this Lease is submitted in response to a solicitation for proposals to construct a facility on a site on which the Postal Service holds an Assignable Option to Purchase or Ground Lease, to accept an assignment of such option and to exercise same in accordance with its terms within thirty (30) days from the date the Postal Service assigns the option to the offeror or prior to the expiration date of the option whichever is sooner. The offeror shall record and furnish the Postal Service a copy of the conveyance or ground lease immediately upon its receipt by the offeror.
 - c. If Performance and Labor and Material Payment Bonds are required, to submit such bonds within twenty (20) days after acceptance of this Lease by the Postal Service.
 - d. This offer shall be binding on the offeror and irrevocable if accepted by the Postal Service within a period of days following the date specified for the receipt of proposals. If no such date has been specified, this Lease shall be binding on the offeror and irrevocable if accepted by the Postal Service within days from the date of execution hereof by the offeror.
3. It is hereby agreed by all parties to this Lease that the fixed term and rent will commence the first day following acceptance by the Postal Service of the completed building and/or any contemplated improvements, additions, repairs or remodeling. Said commencement date will be inserted in the Lease by the Contracting Officer. A copy of the Lease, with the inserted commencement date shall be sent to the Lessor. This Lease will be recorded by the Lessor in accordance with section A.19 of the Lease.
4. The provisions of this Construction Rider, including any and all drawings, specifications, details, handbooks and other attachments made a part of the Lease, hereunder, shall govern in the event of conflict with any other terms and conditions of the Lease.
5. The provisions in paragraph A.9, Assignment of Claims, notwithstanding, this Lease may not be assigned or ownership of the property transferred before commencement of the fixed term, without the prior written consent of the Postal Service.
6. **TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS**
 - a. If the contractor refuses or fails to acquire the site, if applicable, or to prosecute the work with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Postal Service may, by written notice to the contractor, terminate his right to proceed with the work. Whether or not the contractor's right to proceed with the work is terminated, he and his sureties are liable for any damage to the Postal Service resulting from his refusal or failure to complete the work within the specified time.
 - b. The contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:
 - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to acts of God, acts of the public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Postal Service, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the contractor and such subcontractors or suppliers; and
 - (2) The contractor, within 10 days from the beginning of any such delay (unless the contracting officer grants a further period of time before completion and acceptance under the contract), notifies the contracting officer in writing of the causes of delay.
 - c. The contracting officer must ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject to appeal as provided in the clause of this contract entitled "Claims and Disputes." Pending final decision on an extension of time hereunder, the contractor must proceed diligently with the performance of the contract and in accordance with the contracting officer's decision. Inability to comply with state, city, or local construction or zoning laws or ordinances, or with restrictive covenants, shall not normally be regarded as an unforeseeable cause.
 - d. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies which may be available to the Postal Service by law or under this agreement.

Exhibit 5



October 2, 2025,

The Honorable Dean J. Trantalis
Mayor, City of Fort Lauderdale
1 E. Broward Blvd., Floor 4
Fort Lauderdale, FL 33301

RE: Final Decision Letter Regarding Fort Lauderdale, FL, Aldridge Station located at 400 NW 7th Ave., Fort Lauderdale, FL 33111

Dear Mayor Trantalis:

In accordance with 39 C.F.R. § 241.4, this is the United States Postal Service's final decision with respect to the Postal Service's proposal to relocate retail services from the above-referenced Post Office to a new location as close as possible and within a 2-mile radius of the current location.

The Postal Service discussed the proposal with you and your staff on August 4, 2025, and mailed a postcard to local residents and businesses on August 12, 2025, asking for community input. The Postal Service has carefully considered all of the concerns expressed in those discussions, as well as in comments received from the public. For the reasons set forth below, the Postal Service has decided to proceed with the relocation.

The Postal Service is moving forward with the relocation because the current facility lease is not being renewed due to the space being redeveloped. The Postal Service anticipates providing the same services at the new location as are currently provided to our customers at the current location. The Postal Service's goal is to select a new customer service location as close to the current site as possible. Additionally, the Postal Service plans to continue services at the current location until the new facility has been completed.

While the Postal Service is sensitive to the impact of this decision on its customers and the Fort Lauderdale community, the Postal Service properly considered community input, and this decision is consistent with Postal Service objectives. The Postal Service is a self-funded entity, generally receiving no tax dollars and must make decisions to control its cost and cover them through the sale of products and services.

This is the final decision of the Postal Service with respect to this matter, and there is no right to further administrative or judicial review of this decision.

Sincerely,

E-SIGNED by BENJAMIN P KUO
on 2025-10-02 15:28:10 EDT

Benjamin P. Kuo
Vice President, Facilities

Exhibit 6



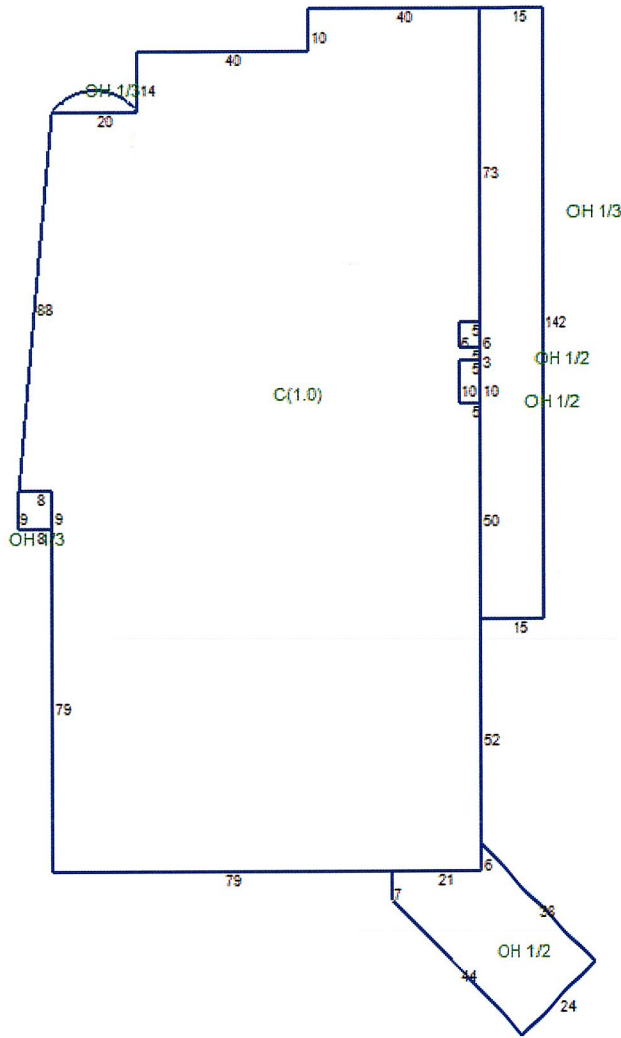
MARTY KIAR
BROWARD
COUNTY
PROPERTY APPRAISER

Photographs for Parcel ID [504203-23-0010](#), displayed on 1/27/2026



More pictures may be available on an external website called Google Street View. [Click here](#) to exit our site and visit Google Street View. Any concerns about images displayed on Google Street View must be addressed directly to Google.com

Code	Description	Long Description
C(1.0)	First Floor	First Floor
OH 1/3	Overhang 1/3	Overhang 1/3
OH 1/2	Overhang 1/2	Overhang 1/2



Details :

Page : 1

File : 0203-23-0010.xml

Subject information :

Area Summary :

Code	Description	Area	Perimeter	Adj. Area	Adj. Perim	Factor	Stories	Level
C(1.0)	First Floor	19,392.00	628.36	19,392.00	628.36	1.00	1.00	1.00
OH 1/3	Overhang 1/3	2,130.00	314.00	702.90	314.00	0.33	1.00	1.00
OH 1/2	Overhang 1/2	996.50	140.07	498.25	140.07	0.50	1.00	1.00
OH 1/2	Overhang 1/2	50.00	30.00	25.00	30.00	0.50	1.00	1.00
OH 1/2	Overhang 1/2	30.00	22.00	15.00	22.00	0.50	1.00	1.00
OH 1/3	Overhang 1/3	72.00	34.00	23.76	34.00	0.33	1.00	1.00



MEMORANDUM

DATE: February 10, 2026

TO: NPF CRA Advisory Board Members

FROM: Vanessa Martin, NPF CRA Acting Manager

BY: Jonelle Adderley, CRA Planner

SUBJECT: Property Safety Enhancement Program – Revised Program Guidelines

PURPOSE / FUNDING REQUEST:

The purpose of this memorandum is to recommend that the Northwest Progresso Flagler Heights Community Redevelopment Advisory Board approve the revised funding structure for the Property Safety Enhancement Program (PSEP) and recommend to the City Commission the addition of PSEP as a new incentive program for the Northwest–Progresso–Flagler Heights CRA, with an allocation of \$250,000 for Fiscal Year 2026.

BACKGROUND:

On July 8, 2025, the Northwest–Progresso–Flagler Heights Community Redevelopment Agency (NPF CRA) Advisory Board recommended the addition of the Property Safety Enhancement Program (PSEP) as a new incentive program designed to deter criminal activity, promote a safer business environment, and encourage private reinvestment by providing financial assistance for eligible safety-related improvements. At that time, the Advisory Board recommended a funding structure that allowed eligible applicants to receive a forgivable loan of up to \$10,000. Properties located within the designated NPF CRA Focus Area were eligible for up to \$10,000, while properties outside the Focus Area but within the CRA boundaries were eligible for up to \$7,500, with a required 25 percent applicant match of total eligible project costs.

Since July 8, 2025, CRA staff has refined the draft PSEP guidelines to align the NPF CRA's PSEP with the Central City CRA's PSEP, ensuring consistency in program administration, eligibility, and funding approach across both CRA districts. While all other core elements of the program remain consistent with the Advisory Board's prior recommendation, targeted revisions are proposed to strengthen fiscal oversight, improve administrative efficiency, and better balance program accessibility with responsible stewardship of CRA funds. These include:



- Transition from a forgivable loan to a conditional reimbursement model with a three-year retention period and annual inspections;
- Shift from match-based funding to a cost-based, tiered reimbursement structure;
- Making CPTED assessments optional, rather than mandatory;
- Clarifying nonprofit eligibility to require a clear nexus to commercial corridor safety; and establishing a formal monitoring framework to track compliance over the retention period.

Accordingly, staff is returning the item to the Advisory Board for discussion and a recommendation of support prior to presentation to the CRA Board of Commissioners.

SUMMARY OF KEY MODIFICATIONS

1. Revised Funding Structure

Previously Recommended (July 2025 – Match-Based):

- Up to \$10,000 for properties within designated Focus Areas;
- Up to \$7,500 for properties outside Focus Areas but within CRA boundaries; and
- CRA contribution of up to 75 percent of eligible costs with a 25 percent applicant match.

Proposed (Cost-Based Tiered Reimbursement):

- Projects with total eligible costs of \$13,333.33 or less may receive reimbursement up to \$7,500; and projects exceeding \$13,333.33 may receive reimbursement up to \$10,000.

2. Funding Mechanism: Conditional Reimbursement

The program is now structured as conditional reimbursement rather than a forgivable loan. The retention period is reduced from five (5) to three (3) years, with annual inspections and clarified recapture provisions, subject to CRA approval where applicable.

3. CPTED Assessment

CPTED assessments remain an important program component but are now encouraged rather than required, subject to availability of the Fort Lauderdale Police Department's Environmental Crime Unit. The CRA may still require an assessment when necessary to meet program objectives.

4. Minimum Business Operating History

Applicants must be active and operational for at least three (3) years prior to application.



5. Tenant Lease Requirement

The minimum remaining lease term for tenant applicants is reduced from five (5) to three (3) years, or tenants and property owners may execute a written agreement ensuring funded improvements remain with the property upon lease expiration.

6. Property Owner Limitation

Property owners are limited to funding for one (1) eligible property under the program.

7. Nonprofit Eligibility

Eligible nonprofits must be within, bordering, or adjacent to the defined commercial corridor and demonstrate a clear nexus to corridor safety, visibility, and revitalization. Required documentation includes 501(c)(3) status, bylaws, licenses, and related organizational materials.

Facilities owned or operated by government entities are excluded. This approach maintains the commercial corridor as the program's anchor while allowing flexibility for corner lots, rear-fronting lots, and adjacent properties without extending eligibility into interior residential neighborhoods.

8. Monitoring, Compliance, and Retention

The revised guidelines include:

- Annual retention inspections;
- Centralized tracking of awards and compliance status; and
- Clear procedures for repairs, replacements, or potential recapture of funds if requirements are not met.

CONSISTENCY WITH THE NPF-CRA PLAN

PSEP aligns with the NPF CRA Amended and Restated Community Redevelopment Plan (2025), which authorizes flexible financial tools—including forgivable loans and conditional reimbursement—to eliminate blight, enhance public safety, and encourage private reinvestment.

The Plan prioritizes investments in lighting, code compliance, infrastructure along commercial corridors, and support for small businesses and neighborhood-serving uses. PSEP supports these objectives by addressing safety conditions on private commercial properties, reducing physical blight, and strengthening local business viability.



PROPERTY SAFETY ENHANCEMENT PROGRAM (PSEP)

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Program Overview - Fort Lauderdale CRA

The Property Safety Enhancement Program (PSEP) is a conditional reimbursement initiative that provides financial assistance to support eligible property safety enhancements within Fort Lauderdale's Community Redevelopment Areas, the Northwest Progresso Flagler Heights Area and Central City Area. The program is designed to strengthen the safety and security of designated commercial business corridors, encouraging reinvestment and revitalization.

Property safety enhancements are interior or exterior upgrades that help reduce crime, improve security, and support the renewal of commercial business corridors. By funding security upgrades, the PSEP aims to reduce criminal activity, enhance public safety, and foster a more secure and vibrant environment for both property users and surrounding communities.

Collaborative Approach & CPTED Strategies

The program is a partnership between the Fort Lauderdale CRA and the Fort Lauderdale Police Department's Environmental Crime Unit, leveraging Crime Prevention Through Environmental Design (CPTED) strategies focused on improving the built environment to deter crime, protect assets, and improve the safety of employees, customers and the broader community.

As part of the application process, applicants may request a pre-screening inspection conducted by the Fort Lauderdale Police Department, to help identify internal and external security gaps and recommend effective enhancements.

Funding Structure

All commercial properties within commercial zone areas of the CRA are eligible for funding. The funding structure is based on total improvement costs, as outlined below:

Funding Tiers:

- Projects with total eligible improvement cost under \$13,333.33 may receive conditional reimbursement in an amount equal to the actual eligible cost incurred, up to a maximum of \$7,500.
- Projects with total eligible improvement costs exceeding \$13,333.33 may receive conditional reimbursement in an amount equal to the actual eligible costs incurred, up to a maximum of \$10,000.

The applicant is responsible for any remaining costs beyond the CRA's contribution.

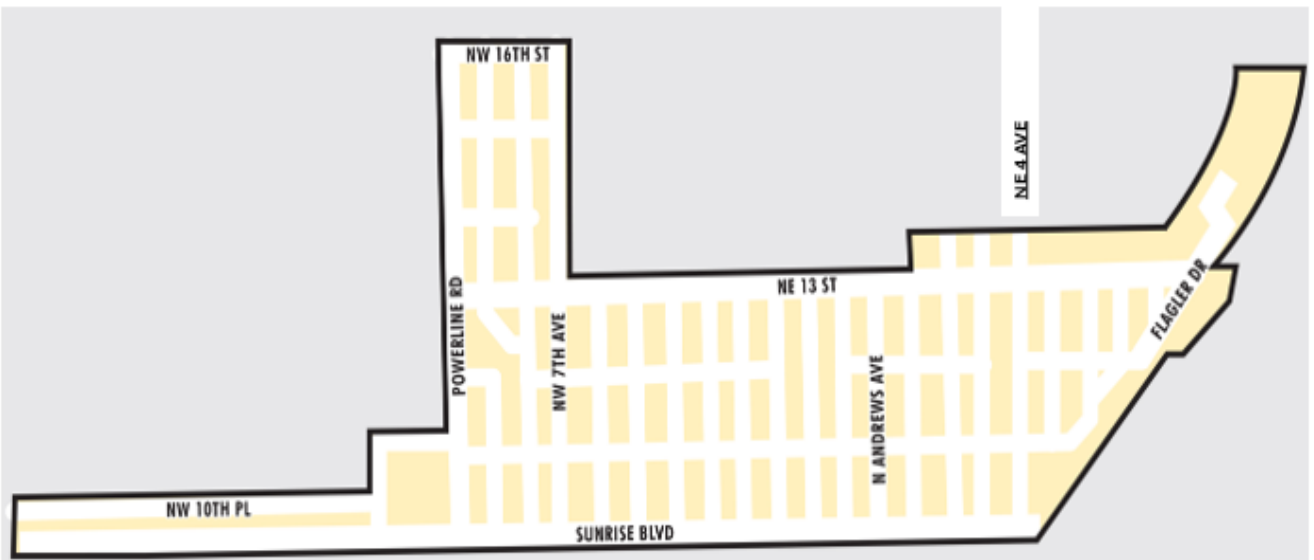
Eligibility

To qualify, applicants must be a business, non-profit organization, or owner/tenant of commercially zoned properties located within one of the two designated target areas: Northwest-Progresso-Flagler Heights (NPF) Redevelopment Area or Central City Redevelopment Area. Applicants must be active and operational for a minimum of (3) years prior to the date of application, as demonstrated through appropriate business, tax, or organizational records.

NORTHWEST PROGRESSO FLAGLER HEIGHTS CRA



CENTRAL CITY CRA



Final Eligibility determinations shall be made by CRA staff based on program criteria, property location, ownership, and the demonstrated relationship of the proposed improvements to commercial corridor safety and revitalization objectives. Eligibility under this program is not automatic, and meeting one criterion does not guarantee approval. All determinations will be documented to ensure consistency, transparency, and compliance with the applicable Redevelopment Plan.

Program Participation Requirements

Participation in the program is subject to all applicable restrictions, conditions, and requirements, whether or not expressly listed in this document. Such requirements may include, but are not limited to, limitations on eligible improvements, required documentation, and compliance with CRA and City of Fort Lauderdale guidelines.

KEY PROGRAM CONDITIONS	
Element	Description
Pre-Approval requirement	All projects must receive written CRA approval prior to the commencement of any work. Expenses incurred before CRA approval are not eligible for reimbursement.
Approved Scope & Budget	All work shall be completed in accordance with the approved budget scope and budget. Any material changes to the scope of work or project cost require written re-approval by the CRA.
Reimbursement Basis	Reimbursement shall be issued only after completion of the approved work and submission of satisfactory proof of payment, verification of completion of any required pre-work, successful final inspection by the CRA, and closure of all required permits.
Retention and Maintenance Requirement	All funded improvements shall remain affixed to the property and be properly maintained for a period of (3) years from the date of reimbursement. The CRA reserves the right to conduct periodic inspections, including annual inspections, during the three year retention period to verify continued compliance.

Participation Eligibility and Program Limitations

- Applicants are encouraged to obtain a Crime Prevention Through Environmental (CPTED) assessment conducted by the Fort Lauderdale Police Department’s Crime Unit, subject to staff availability. CPTED assessments will be used to help identify safety gaps and inform recommended improvements. The CRA reserves the right to require CPTED principles and program objective to ensure clear nexus to corridor safety and revitalization goals.

- **Applicants** must own or lease a qualifying property that is designated for commercial, retail or non-profit use and located within commercial business corridors inside a CRA boundary. Refer to section V. to review requirements for community-serving nonprofits.
- **Tenants** must hold a current City of Fort Lauderdale Business Tax Receipt, have no outstanding code violations or open code enforcement cases with the City at the time of application; and obtain written authorization from the property owner to participate in the program.
- **Funding Limitation** - Property owners are limited to funding for one (1) eligible property under the program. While a separate application is required for each property, approval of funding is limited to one property per owner, as determined by the CRA.
- **Participation in the program** is subject to availability of funds and is subject to be modified or discontinued without notice. The application submission period will close thirty (30) days after the date of advertisement and may be extended at the discretion of the CRA. Applications will be reviewed on a “first come, first-served” basis, for completeness and may be inspected and prioritized based on need, eligibility and availability of funds.

Program Elements

I. Eligible Areas

PSEP is applicable only within the Northwest-Progresso-Flagler Heights (NPF) CRA and the Central City CRA that are situated along designated commercial business corridors. Eligible applicants may include commercial property owners, business tenants, and nonprofit organizations operating at qualifying locations within these corridors.

II. Property Eligibility Requirements

A. Property Type

Eligible properties must meet all the following criteria:

- 1) Be an existing commercial building used for office, retail, or service-oriented operation; or
- 2) Be business located within a mixed-use building with active ground-floor commercial uses and residential units above; and
- 3) Cannot be a prohibited business as defined in the program guidelines.

B. Regulatory Compliance

Eligible properties shall:

- 1) Be consistent with applicable CRA Redevelopment Plan;
- 2) Maintain a current City of Fort Lauderdale Business Tax Receipt; and

- 3) Have no outstanding code violations or open code enforcement cases at the time of application.

III. Eligible Improvements

The PSEP supports improvements that enhance the safety and security of commercial and mixed-use corridors. Eligible improvements may include physical security upgrades and crime prevention through environmental design (CPTED) or landscape design features.

A. Security Measures

Eligible security measures may include, but are not limited to:

- 1) Access Control Systems (e.g., key cards, pin codes, biometric entry systems);
- 2) Intrusion Detection Systems (e.g., motion sensors, alarm systems);
- 3) Closed-circuit Television (CCTV) surveillance systems;
- 4) Fencing, locks and reinforced doors;
- 5) Hurricane Impact Resistant windows and doors;
- 6) Exterior and perimeter lighting (e.g., motion-activated, parking lot lighting);
- 7) Fire safety systems (e.g., signage, alarms, sprinkler systems, panic buttons); and
- 8) Emergency Communication and evaluation systems.

B. Environmental Design & Landscape (CPTED-based enhancements)

Eligible security-related measures may include, but are not limited to:

1) Surveillance

- Adequate lighting (e.g., parking lot or camera-supportive lighting);
- Placement of windows overlooking sidewalks and parking areas;
- Clear sight lines (e.g., landscaping under 2-3 ft near sidewalks or entry points;
- Tree canopies pruned above 6-7 feet to maintain visibility; and
- Avoidance of large bushes near doors or windows.

2) Access Control

- Use of natural barriers to guide movement and control entry/ exit points;
- Dense or thorny landscaping along windows or fences to deter loitering or intrusion;
- Installation of boulders, bollards or large planters in front of entrances to prevent vehicle access or ramming; and
- Secured and monitored access points.

3) Territorial Reinforcement and/or Target Hardening

- Clearly defined property boundaries (e.g., fences, signs, gates, or walkways);
- Pavement treatments or other design elements that establish ownership and visibility;
- Symbolic barriers (e.g., flower beds, benches, or planters); and
- Strengthening of physical barriers such as locks, gates, cameras, and fencings to prevent break-ins.

Additional enhancements and/or improvements not specifically listed may be approved at the discretion of the CRA Executive Director or CRA Manager, provided they are aligned with the program's objectives to enhance safety and security. The CRA reserves the right to deny requests that do not meet established criteria or documentation standards. Failure to comply may result in full or partial repayment of the conditional reimbursement funding.

IV. Ineligible Business Types

The following types of businesses are not eligible for participation:

- 1) Pawn shops
- 2) Sexually oriented retail businesses
- 3) Adult entertainment establishments
- 4) Nightclubs, bars, or lounges that primarily generate revenue from alcohol sales
- 5) Massage Parlors
- 6) Check-cashing or payday loan establishments
- 7) Bail Bond Companies
- 8) Tattoo parlors and body piercing studios
- 9) Cannabis or CBD dispensaries or retail establishments
- 10) Smoke shops, vapor or electronic cigarette establishments
- 11) Gambling establishments, including internet or simulated gaming venues
- 12) Mobile or transient businesses
- 13) Golf courses
- 14) Firearm sales establishments and shooting ranges

Only businesses whose operation or activities support and advance the goals and objectives of the applicable CRA Redevelopment Plan are eligible. Businesses determined not to align with these goals, as reasonably determined by the CRA or the City of Fort Lauderdale, may be deemed ineligible.

V. Eligible Community-Serving Nonprofits

Select community servicing nonprofits that are directly adjacent to and bordering a designated commercial business corridor may be eligible for assistance when located within or directly adjacent to a designated commercial business corridor within the NPF and Central City CRA districts.

Applicants must demonstrate a clear nexus to the commercial business corridor safety, visibility, pedestrian activity, and revitalization objectives. Examples of eligible community-serving nonprofits may include, but are not limited to: mental and behavioral health service providers, schools, and place of worship, provided the proposed improvements directly support safety conditions affecting the adjoining commercial business corridor.

Properties that are outside designated business corridors and do not directly front, operate within, or adjoin such corridors, or that lack a demonstrated relationship to corridor safety and revitalization goals, are not eligible for assistance under this program.

Facilities owned and operated by government entities, or used primarily for governmental or administrative purposes, are not eligible for assistance under this program.

Determinations of adjacency and corridor impact shall be made by CRA staff based on physical proximity, visibility, access points, and the extent of which proposed improvements enhance corridor safety.

VI. Eligible Community-Serving Nonprofit Uses Documentation

Documentation is proven by a set of formation , tax and compliance documents, including but not limited to the following:

- 1) Articles of incorporation
- 2) IRS Tax-exempt status letter
- 3) IRS 501 (c)(3) determination letter
- 4) State or County licenses
- 5) Clinical policies and procedures
- 6) Proof of license professionals
- 7) Employer Identification Number
- 8) Bylaws
- 9) Board of Directors Documentation
- 10) Proof of regular worship services

Additional documentation may be requested by CRA staff as needed.

VII. Funding Terms

A. Conditional Reimbursement Funding

Program assistance is provided as **conditional reimbursement funding**, subject to a three (3) year retention period. Upon satisfaction of the retention requirement, the funding shall be deemed fully forgiven. During the three (3) year period, all improvements and security enhancements made to the property using program funds shall remain in place and affixed to the property, and shall run with the property, regardless of the party that initially incurred the costs or received reimbursement from the CRA.

These conditions apply throughout the retention period:

- 1) All CRA-funded improvements shall be properly maintained by the applicant in good working order and condition.
- 2) Funded improvements shall not be removed, replaced, or substantially altered during the three year retention period without the prior written approval of the CRA.
- 3) The CRA reserves the right to conduct periodic inspections, including annual inspections to verify compliance.

Except as otherwise approved in writing by the CRA, funded improvements shall not be removed, replaced, or materially altered during the three (3) year retention period. Exceptions may be permitted, subject to prior written approval by the CRA, in circumstances including, but not limited to:

- Repair or replacement due to damage, theft, vandalism, or force majeure events;
- Replacement of defective or failed materials or equipment;
- Modifications required to maintain compliance with applicable building safety, fire codes; or
- Replacement with an equivalent or superior improvement that maintains or enhances the original security or safety function.

In all such cases, the applicant shall notify the CRA in writing and obtain approval prior to undertaking the repair, replacement, or modification, except in emergency situations necessary to protect public safety, in which case notification shall be provided as soon as practicable.

Failure to notify the CRA, obtain required approval, or maintain funded improvements may result in full or partial recapture of funds, in accordance with program policies.

B. Safety Enhancement Reimbursement and Waiver Agreement

The CRA and the City of Fort Lauderdale shall not be responsible or liable for any injuries, damages, losses, or defects resulting from the installation, use, or function of the improvements or products reimbursed under the program. By executing the agreement, the applicant acknowledges and assumes full responsibility for the work and releases the CRA and the City from any related claims.

Applicants are responsible for:

- 1) Obtaining the necessary quote(s) for the work;
- 2) Coordinating and scheduling installation of improvements;
- 3) Scheduling and facilitating CRA inspections before and after project completion;
- 4) Maintenance of improvements; and
- 5) Complying with all program requirements.

Whether the applicant is the property owner or a tenant, the same program requirements apply. Where a tenant is the applicant, a joint agreement with the property owner is required.

C. Tenant Applicants

- Tenant applicants must have a minimum of three (3) years remaining on their lease at the time of approval.
- New tenants must provide a lease agreement with renewal options that collectively provide a minimum three (3) year term.
- In lieu of three (3) year lease term requirement, the tenant and the property owner may agree in writing that all funded improvements shall remain with the property upon lease expiration, and documented in an executed joint agreement.

D. CRA Maximum Award

The CRA maximum funding contribution shall not exceed Ten Thousand Dollars (\$10,000) for eligible projects with a total improvement cost of Thirteen Thousand Three Hundred Thirty-Three Dollars (\$13,333.33) or more. Reimbursement shall be limited to actual eligible cost incurred, and the applicant shall be responsible for any remaining project costs. Funding for projects with lower total costs is subject to the applicable limits set forth in the Funding Structure section.

E. Disbursement of Funds

- 1) No reimbursement will be provided for expenses incurred prior to CRA approval and execution of the funding agreement.
- 2) All project cost must be paid upfront by the applicant. If the total cost of the approved security improvements exceeds the maximum funding amount, the applicant is solely responsible for covering all additional expenses beyond the approved funding limit.
- 3) All improvements must be completed within one (1) year of funding approval.
- 4) All work shall be performed by properly licensed and insured business authorized to perform such services under local and state law.
- 5) All required permits and inspections must be obtained and completed. The applicant is responsible for scheduling any necessary inspections through the City of Fort Lauderdale.
- 6) Itemized invoices and corresponding receipts must be submitted for reimbursement.
- 7) Copies of all permits and final inspection approvals must be provided.
- 8) Reimbursement shall be issued only after final inspection and written approval by the CRA Project Manager.
- 9) The CRA reserves the right to withhold reimbursement if documentation is incomplete, inaccurate, or inconsistent with the approved scope of work.

VIII. Monitoring, Compliance, and Retention

All projects funded under this program are subject to ongoing monitoring and compliance requirements during the three (3) year retention period. The CRA shall maintain program records documenting approvals, reimbursements, inspections, and compliance determinations.

A. Annual Retention Inspections

CRA staff may conduct periodic inspections, including annual inspections, to verify that all funded improvements remain installed, operational, and properly maintained. Inspection may include site visits, review of documentation, photographic evidence, virtual inspection, or a combination thereof.

B. Documentation and Tracking

The CRA shall maintain a centralized tracking system to document:

- Approved project and funding amounts;
- Completion and reimbursement status;
- Retention period timelines;
- Annual inspection results;

- Approved repairs, replacements, or exceptions; and
- Compliance or recapture actions.

C. Approved Exceptions

Repairs, replacements, or upgrades to funded improvements may be permitted with prior written approval from the CRA. All approved exceptions shall be documented to ensure continued compliance with program objectives.

1) Repair or Replacement Due to Damage

- Vandalism, theft, accidents, storms, or other force majeure events
- Normal wear and tear that renders the improvement nonfunctional.

2) Defective or Faulty Materials

- Manufacturer defects
- Premature failure of equipment or materials

3) Code or Safety Compliance

- Required upgrades due to changes in building, fire, or safety codes

4) Equivalent or Superior Upgrades

- Replacement with an equal or better security feature (upgrading cameras or lighting technology”
- Technology becoming obsolete and needing replacement to maintain effectiveness.

5) Operational Necessity

- Minor reconfiguration that does not reduce the security benefit or remove the enhancement and/or improvement purpose.

D. Non-Compliance and Recapture

Failure to maintain improvements, permit inspections, or comply with retention requirements may result in corrective action, suspension of benefits, or full or partial recapture of funds, in accordance with program policies.

IX. Application Process

- 1) **Application submission** – The applicant must submit a complete application along with all required supporting documentation.
- 2) **CRA staff will review the application** to verify eligibility with program requirements.
- 3) **Agreement execution** – A formal agreement will be executed between the applicant and the CRA outlining all terms and conditions. Project activities may commence only after the agreement has been fully executed.
- 4) **Approval Letter Notice**– The CRA will issue a written approval notification.
- 5) **Applicant will schedule required inspections with CRA Staff.**
- 6) **Estimate(s) for improvement(s)** - Applicants are required to submit at least one (1) estimate for each type of eligible improvement type they are applying for. Staff strongly recommend submitting two (2) estimates per improvement type to ensure competitive pricing and thorough evaluation.
 - *For example, if you are requesting funding for fencing, lighting, and security cameras, you must obtain at least three (3) estimates (one for each improvement type), though submitting two per estimates per type is encouraged.*
- 7) **Project implementation & reimbursement** – The applicant will complete the approved improvements and submit all required documentation for reimbursement.

Final Inspection – Prior to the disbursement of any funds, the CRA shall conduct a final site inspection to confirm that all approved improvements have been completed.

Property Safety Enhancement Program (PSEP) Checklist

❖ Eligibility Requirements

- 1. Property located within the NPF CRA or Central CRA Boundaries
- 2. Property is used for commercial or non-profit purposes.
- 3. Have a current Business Tax Receipt.
- 4. Applicant is the property owner; or
- 5. Applicant is the tenant with written authorization from the property owner.

❖ Required Documentation

- 1. Completed PSEP Application
- 2. Proof of current City of Fort Lauderdale Business Tax Receipt.
- 3. Proof of property ownership or current lease agreement.
- 4. Written authorization from the property owner (*if applicant is the tenant*).
- 5. Copy of current City of Fort Lauderdale Business Tax receipt
- 6. Proof of nonprofit status, as applicable (refer to section VI).
- 7. Photos of the existing property conditions.
- 8. Preliminary scope of work and cost estimate (minimum of 1 estimate per improvement type).
- 9. Documentation verifying that contractor(s) are properly licensed and insured, where applicable.
- 10. Completed CPTED security Assessment Form (if applicable)

❖ Prior to Reimbursement

- 1. All work shall be performed by licensed, insured and reputable contractors.
- 2. Submit copies of required permits and proof of inspection approval, if applicable.
- 3. Submit final invoices and itemized receipts for all completed work.
- 4. Schedule site inspection with CRA Staff.
- 5. Work shall be completed within one (1) year of CRA Approval.

CRA PROPERTY SAFETY ENHANCEMENT PROGRAM

Property Safety Enhancement Program (PSEP) Application Form

1)	Name (First, Last) <i>*Business Owner or authorized signatory</i>	
2)	Phone Number	
3)	Email address	
4)	Do you own the property?	<input type="checkbox"/> YES
		<input type="checkbox"/> NO - if selected, provided landlord name, phone number and email #12 & #13
BUSINESS INFORMATION		
5)	Business Name	
6)	Select location of Business	<input type="checkbox"/> Northwest-Progresso Flagler Heights CRA
		<input type="checkbox"/> Central City CRA
7)	A) Business Physical Address	A)
	B) Mailing Address if different	B)
8)	Type of Business	
9)	Current number of employees	
10)	Duration Business has operated in the location	
11)	Business Structure/ Type of Entity (ENTITY: SS, Partnership, LLC, S-Corp, C-Corp, Non-Profit)	
12)	Landlord Information	Name
		Phone Number
		Email Address
13)	Have you obtained written consent from the owner for the work?	

CRA PROPERTY SAFETY ENHANCEMENT PROGRAM

Please provide a detailed list of the proposed improvements that focus on enhancing security and safety to the interior or exterior of the property. This may include, but is not limited to, items such as security lighting, surveillance cameras, reinforced windows or doors, fencing, gates, signage or other Crime Prevention measures (CEPTED)

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STAFF SECTION ONLY

<input type="checkbox"/> Reviewed	Inspection Date
<input type="checkbox"/>	

DRAFT