



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

RUSH

2L

Today's Date: March 19, 2025

DOCUMENT TITLE: FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY REGARDING EXTENSION TO COMPLETE PROJECTS CURRENTLY IN PROGRESS

COMM. MTG. DATE: 03/18/2025 CAM #: 25-0071 ITEM #: R-1 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Erica K./6088 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Erica K./6088 # of originals routed: 2 Date to CAO: _____

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 3/19/2025
2/18/2025

Lynn Solomon
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 03/19/25

4) City Manager's Office: CMO LOG #: MAR 25 Document received from: 3/20/25

Assigned to: SUSAN GRANT LAURA REECE
BEN ROGERS SUSAN GRANT as CRA Executive Director

APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN

PER ACM: S. Grant _____ (Initial/Date) PER ACM: L. Reece _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward originals to Mayor CCO Date: 3/20/2025

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards _____ originals to: Erica K./ xt. 6088

Attach _____ certified Reso # _____ YES NO

Original Route form to Erica K./6088

10000



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R-1 25-0071 Resolution Amending the Interlocal Agreement (ILA) with Broward County to Extend the Duration of the Beach Area of the Community Redevelopment Agency (CRA) on a Non-Tax Increment Finance (TIF) Basis for an Additional Two Years to Allow for the Completion of CRA-Funded Beach Area Projects - (Commission District 2)

ADOPTED

Yea: 4 - Commissioner Sorensen, Vice Chair Glassman, Commissioner Beasley-Pittman and Chair Trantalis

Absent: 1 - Commissioner Herbst

R-2 25-0211 Resolution Approving a Ten Percent Increase in the Sales Price of Single Family Homes Constructed by Fort Lauderdale Community Redevelopment Agency Scattered Site Infill Housing Developers to Include Oasis of Hope Community Development Corporation, Inc., Lemon City Development LLC, Fort Lauderdale Community Development Corporation, and WWA Development LLC; Authorizing the Executive Director to Execute Any and All Related Instruments; and Delegating Authority to the Executive Director to Take Certain Actions - (Commission District 3)

ADOPTED

Yea: 4 - Commissioner Sorensen, Vice Chair Glassman, Commissioner Beasley-Pittman and Chair Trantalis

Absent: 1 - Commissioner Herbst

ADJOURNMENT

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY FOR EXTENSION OF THE TERM FOR THE FORT LAUDERDALE BEACH COMMUNITY REDEVELOPMENT AREA AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 11, 1989, through Broward County Resolution No. 89-1132, the County delegated certain powers to the City of Fort Lauderdale ("City"), and on April 18, 1989, through City Resolution No. 89-88, the Fort Lauderdale Community Redevelopment Agency ("CRA") was created pursuant to the provisions of Chapter 163, Florida Statutes; and

WHEREAS, on November 21, 1989, the City approved the Fort Lauderdale Beach Community Redevelopment Plan ("Beach Plan") for the Fort Lauderdale Beach Community Redevelopment Area ("Beach Area"); and

WHEREAS, the term of the Beach Plan was scheduled to end on September 30, 2020; and

WHEREAS, on December 3, 2019, pursuant to Resolution No. 19-244, the City entered into an Interlocal Agreement (the "Agreement") with Broward County to extend the term of the Beach CRA through September 30, 2023; and

WHEREAS, pursuant to Resolution No. 20-13, the City Commission of the City of Fort Lauderdale approved an amendment to the Beach Plan as required under the Agreement; and

WHEREAS, the City and the CRA are seeking to extend the duration of the Beach Plan, in order to finalize the Beach Projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF FORT LAUDERDALE:

SECTION 1. That the Recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the First Amendment to the Interlocal Agreement among the City, the CRA and Broward County, in substantially the form attached as Exhibit 1 to the City Commission Memorandum No. 25-0070.

SECTION 3. That Resolution No. 19-244 shall remain in full force and effect, subject to the amendment as provided herein.

SECTION 4. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the authorized City Officials.

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this ____ day of March 2025.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Beasley-Pittman _____
Ben Sorensen _____



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#25-0070

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: March 18, 2025

TITLE: Resolution Amending the Interlocal Agreement (ILA) with Broward County to Extend the Duration of the Beach Area of the Community Redevelopment Agency (CRA) on a Non-Tax Increment Finance (TIF) Basis for an Additional Two Years to Allow for the Completion of CRA-Funded Beach Area Projects - **(Commission District 2)**

Recommendation

It is recommended that the City Commission approve a resolution amending, in substantially the form attached, the ILA between Broward County and the City of Fort Lauderdale CRA to extend the duration of the Beach Area of the CRA on a Non-TIF basis for up to two (2) years to allow for the completion of CRA-funded Beach Area projects.

Background

The Fort Lauderdale Beach Community Redevelopment Plan was originally scheduled to expire on September 30, 2020, after 30 years. In 2019, the City entered into an Interlocal Agreement with Broward County to extend the term of the Beach CRA through September 30, 2023, to allow additional time to finalize existing projects. The City of Fort Lauderdale and the Beach CRA worked diligently to complete CRA-funded public improvement projects, but there were still a few in progress at the time that the extension expired. Pursuant to Florida Statute 163.387, any remaining tax increment revenues in the Beach Area's community redevelopment trust fund cannot be spent by the CRA after September 30, 2023.

Staff worked with Broward County to prepare an amendment to the existing ILA to extend it for two (2) years. The remaining funds will be used to support the expenses incurred on the Beach CRA's State Road (SR) A1A Streetscape Improvement Project after the CRA expired.

The SR A1A Streetscape Improvement Project is a \$11.3 million project (Currently \$8.98 million from the CRA and the remainder from non-CRA funding sources), that includes installing new turtle-compliant pedestrian streetlights on the west side of SR A1A, new traffic-rated safety bollards and new decorative concrete on the east side of SR A1A at the intersection of SR A1A and Las Olas Boulevard.

The City and the CRA will be required to approve an amendment to the Beach Area Redevelopment Plan that expressly incorporates the terms of the ILA within 60 days after the ILA is approved by all parties.

The first amendment of the ILA outlines that by September 30, 2025, all Beach Area projects should be complete and the CRA may reimburse the City for expenses associated with the completion of the approved projects incurred after September 30, 2023. Any funds remaining in the Beach CRA Trust Fund after September 30, 2025, must be reimbursed to the Taxing Authorities according to the formula in the First Amendment. As to personal property in excess of \$5,000, it must be liquidated, and the net proceeds be distributed to the contributing taxing authorities on or before June 1, 2026.

As it relates to real property, the City, County and the CRA must agree on the stated purpose for the assets by September 30, 2025. The CRA may sell the assets and distribute the net proceeds pursuant to 2.2.4(c)(2) of the First Amendment or transfer the asset to the City subject to legally imposed limitations on permitted uses. If the County Administrator agrees, the utilization of the property may be modified. All other real property assets that are not designated for specific purpose must be liquidated and the net proceeds distributed to the Taxing Authorities by September 30, 2027.

There is an associated item (CAM #25-0071) on the March 18, 2025, CRA Board of Commissioners agenda to approve this ILA.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are United.

Related CAM

25-0071

Attachments

Exhibit 1 – First Amendment to the Interlocal Agreement

Exhibit 2 – Interlocal Agreement

Exhibit 3 – Resolution

Prepared by: Tamiaka McGibbon, Principal Budget and Management Analyst

Acting Department Director: Yvette Matthews, Office of Management and Budget

RESOLUTION NO. 25-

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WHEREAS, on April 11, 1989, through Broward County Resolution No. 89-1132, the County delegated certain powers to the City of Fort Lauderdale ("City"), and on April 18, 1989, through City Resolution No. 89-88, the Fort Lauderdale Community Redevelopment Agency ("CRA") was created pursuant to the provisions of Chapter 163, Florida Statutes; and

WHEREAS, on November 21, 1989, the City approved the Fort Lauderdale Beach Community Redevelopment Plan ("Beach Plan") for the Fort Lauderdale Beach Community Redevelopment Area ("Beach Area"); and

WHEREAS, the term of the Beach Plan was scheduled to end on September 30, 2020; and

WHEREAS, on December 3, 2019, pursuant to Resolution No. 19-244, the City entered into an Interlocal Agreement (the "Agreement") with Broward County to extend the term of the Beach CRA through September 30, 2023; and

WHEREAS, pursuant to Resolution No. 20-13, the City Commission of the City of Fort Lauderdale approved an amendment to the Beach Plan as required under the Agreement; and

WHEREAS, the City and the CRA are seeking to extend the duration of the Beach Plan, in order to finalize the Beach Projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF FORT LAUDERDALE:

SECTION 1. That the Recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves the First Amendment to the Interlocal Agreement among the City, the CRA and Broward County, in substantially the form attached as Exhibit 1 to the City Commission Memorandum No. 25-0070.

SECTION 3. That Resolution No. 19-244 shall remain in full force and effect, subject to the amendment as provided herein.

SECTION 4. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the authorized City Officials.

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this ____ day of March 2025.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis _____

John C. Herbst _____

Steven Glassman _____

Pamela Beasley-Pittman _____

Ben Sorensen _____



FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY REGARDING EXTENSION TO COMPLETE PROJECTS CURRENTLY IN PROGRESS

This First Amendment (“Amendment”) to Interlocal Agreement is among Broward County (“County”), the City of Fort Lauderdale (“City”), and the Fort Lauderdale Community Redevelopment Agency (“CRA”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Interlocal Agreement Among Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency Regarding Extension to Complete Projects Currently in Progress, dated December 18, 2019 (the “Agreement”), to allow the City and the CRA additional time to complete certain public improvement projects identified in the Agreement as “Beach Area Projects.”

B. The Agreement expired by its terms on September 30, 2023. The City has requested to reinstate the Agreement and permit the City and the CRA to utilize remaining CRA funding for the Beach Area Projects.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. The Agreement is hereby reinstated and retroactively extended for an additional period of two (2) years from October 1, 2023, through and including September 30, 2025, as set forth herein. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 2.2 of the Agreement is hereby amended as follows (strikethroughs to indicate deletions and bold/underlining to indicate additions):

2.2 Beach Area Term Extension.

2.2.1 By execution of this Agreement, the County expressly authorizes the City and the CRA to extend the term of the Beach Area of the CRA on a non-TIF basis (except that it may be on a TIF basis for the City, if so elected by the City) for the Beach Area Extension Period in accordance with the terms of this Agreement for the purpose of completing the Beach Area Projects. ~~Within sixty (60) days after the Effective Date of this Agreement,~~ **the City and the CRA will have approved an amendment to the Beach Plan that expressly incorporates the terms of this Agreement, extends the duration of the Beach Area for the Beach Area Extension Period as stated herein, expressly states that the Taxing Authorities**

(other than the City, if the City elects to continue the City's TIF Obligations) shall have no TIF Obligations for the Beach Area after December 31, 2019, ~~and expressly requires that the Beach Area terminate on or before the conclusion of the Additional Extension Period.~~

2.2.2 Pursuant to the First Amendment, the County expressly authorizes the City and the CRA to extend the term of the Beach Area of the CRA on a non-TIF basis (except that it may be on a TIF basis for the City, if so elected by the City) for the period of October 1, 2023, through and including September 30, 2025 ("Additional Extension Period") in order to complete the Beach Area Projects.

2.2.3 For all time periods September 30, 2023, through September 30, 2025, funds and assets of the Beach Area, including without limitation all monies in the redevelopment trust fund for the Beach Area, shall be used only (a) to complete the Beach Area Projects or (b) to refund the Taxing Authorities pursuant to Section 2.2.4 and in accordance with Section 163.387(7)(a), Florida Statutes. If the City expended funds after September 30, 2023, to complete the Beach Area Projects and those amounts would otherwise have been expended by the CRA to complete those projects, then the permitted uses in Section 2.2.3(a) include reimbursing the City for those expenditures.

2.2.4 On or before the last day of the Additional Extension Period, the Beach Area of the CRA must terminate. After disbursements and obligations related to the Beach Area Projects that accrued in the ordinary course prior to the last day of the Additional Extension Period have been fully paid, the City and CRA shall distribute all remaining funds and assets of the Beach Area as follows:

(a) All remaining balances in the CRA's redevelopment trust fund shall be distributed to the Taxing Authorities in the proportion that the amount of the payment by such Taxing Authority for the last year in which all Taxing Authorities paid TIF Obligations for the Beach Area (i.e., 2019) bears to the total amount of TIF Obligations paid into the trust fund by Taxing Authorities that year. These refunds to the Taxing Authorities must be completed no later than June 1, 2026, and must be accompanied by documentation substantiating the total balance to be refunded and the proportional allocation among the Taxing Authorities;

(b) Each article of personal property with a reasonable market value of less than \$5,000 shall be transferred to the City at no cost with no obligation to reimburse or distribute to the Taxing Authorities. Each article of personal property with a reasonable market value of \$5,000 or more shall be liquidated or transferred to the City at fair market value with the net proceeds thereof (defined as gross proceeds minus reasonable disposition fees customary for such transactions) ("Net Proceeds") distributed per Section 2.2.4(a) above;

(c) All real property interests or assets of the CRA located within the geographical area of the Beach Area of the CRA or acquired with funds attributable to

the Beach Area of the CRA shall be allocated as follows, and the City and the CRA shall take all necessary actions to timely effectuate the following:

(1) Real property interests and assets that all Parties to this Agreement, acting through the CRA Executive Director, City Manager, and County Administrator, or their respective written designees, agree in writing by September 30, 2025, constitute "Purposed Assets," namely that the real property interests were acquired for the purpose of, and the current use thereof is consistent with, a specific project or strategy stated in the CRA's redevelopment plan, dated April 17, 2018, or any subsequent version approved by the County ("Stated Purpose"), shall be at the CRA's election either (a) sold or disposed of pursuant to Section 2.2.4(c)(2) herein; or (b) transferred to the City subject to legally imposed limitations on permitted uses, which for real property interests shall include recorded restrictive covenants, such that the Purposed Assets are used by the City solely to accomplish the applicable Stated Purpose; if any such Purposed Asset is not consistently and regularly utilized for that Stated Purpose, then the Purposed Asset shall be distributed per Section 2.2.4(b)(2) below, unless the County Administrator specifically approves in writing a modified utilization of the Purposed Asset at issue in which event such modified purpose shall be deemed the Stated Purpose for purposes of this Agreement; and

(2) all other real property interests or assets shall be sold or otherwise disposed of at fair market value and the Net Proceeds thereof distributed to the Taxing Authorities in the proportion indicated in Section 2.2.4(a) above; all such transactions and distributions shall be completed no later than September 30, 2027, as such time may be extended in writing with the written approval of the County Administrator for any specific interest or asset.

(d) Any other assets or funds of the CRA attributable to the Beach Area not addressed in Sections 2.2.4(a) through (c) above shall be liquidated at fair market value and the Net Proceeds allocated to the Taxing Authorities in the proportion indicated in Section 2.2.4(a) above, unless the County Administrator otherwise approves in writing.

The City and the CRA shall take all necessary actions to ensure the requirements of this Section 2.2.4 are timely completed. To avoid any ambiguity, this obligation relates to the funds and assets of the CRA for the Beach Area only.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; there are no commitments, agreements, or understandings concerning the subject matter hereof not contained in the Agreement as amended by this Amendment. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
6. The effective date of this Amendment shall be retroactive to September 30, 2023.
7. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2025; the City of Fort Lauderdale, signing by and through its _____; and the Fort Lauderdale Community Redevelopment Agency, signing by and through its _____.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
First Amendment to FTL CRA
3/6/2025
#1128280.13

FIRST AMENDMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE
FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY REGARDING EXTENSION TO
COMPLETE PROJECTS CURRENTLY IN PROGRESS

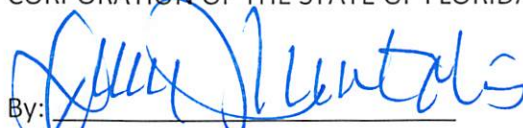
CITY


CITY OF FORT LAUDERDALE, A MUNICIPAL
CORPORATION OF THE STATE OF FLORIDA

ATTEST:



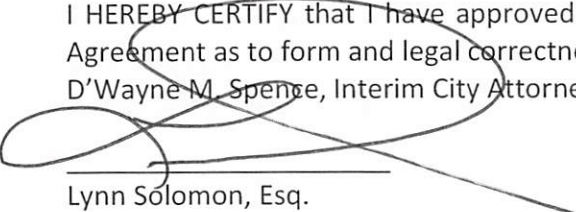
David R. Solomon, City Clerk

By: 
Dean J. Trantalis, Mayor

By: 
Susan Grant, Acting City Manager

20th day of March, 2025

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal correctness:
D'Wayne M. Spence, Interim City Attorney


Lynn Solomon, Esq.
Assistant City Attorney

FIRST AMENDMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE
FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY REGARDING EXTENSION TO
COMPLETE PROJECTS CURRENTLY IN PROGRESS

CRA

FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY, a body corporate and
politic of the State of Florida created pursuant to
Part III, Chapter 163

ATTEST:


David R. Soloman, CRA Secretary

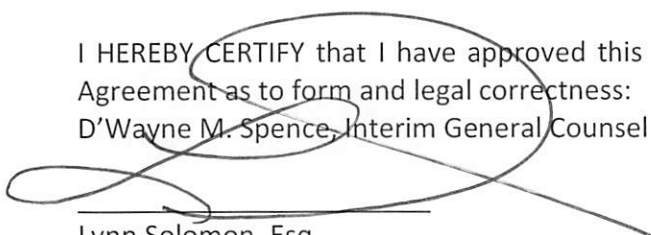


By: 
Dean J. Trantalis, Chair


Susan Grant, Acting Executive Director

20th day of MARCH, 2025

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal correctness:
D'Wayne M. Spence, Interim General Counsel


Lynn Solomon, Esq.
Assistant General Counsel