



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

1/L

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 5/27/25 ☒ Agenda Item ☐ Non-Agenda

Charter Ofc: CAO Router Name: Erica Keiper Ext: 6088

Department: _____ Router Name: _____ Ext: _____

Commission Mtg. Date: 4/1/25 CAM #: 25-0331 Item #: R-1

Document Title:

Letter of Intent - Right Consulting

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Project 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.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ No

Is the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 1

Attorney's Name: Lynn Solomon Approved as to Form: ☒ Yes ☐ No Initials: LS

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: 5-27-25

3) CITY CLERK OFFICE (CCO): Clerk Initials: WAY # of originals: _____

Routed to Dept/Charter Ofc.: _____ Date: 05/28/25

4) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 5/29/25 CMO LOG #: MAY 121

TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☐ B. Rogers, ☒ C. Cooper ☐ L. Reece Date: 5/29/25

Comments/Questions _____

ACM/AcACM Initials: LS for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: _____, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN: Date Received: _____ Date to CCO: _____

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: CAO *Name: Erica H. Contact # 828-6088

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: _____ Attach certified Resolution # _____ ☐ Yes ☐ No Original form route to CAO

ROLL CALL

Present 5 - Commissioner John C. Herbst, Vice Chair Steven Glassman, Commissioner Pam Beasley-Pittman, Commissioner Ben Sorensen, and Chair Dean J. Trantalis

MOTIONS

M-1 25-0388 Motion Approving Minutes for March 18, 2025, Community Redevelopment Agency Board Meeting Minutes - (Commission Districts 2 and 3)

APPROVED

Yea: 5 - Commissioner Herbst, Vice Chair Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Chair Trantalis

RESOLUTIONS

R-1 25-0331 Resolution Providing a \$1,000,000 Development Incentive Program Forgivable Loan to Right Consulting, LLC for the "Nexus" Live/Work Mixed-Use Development Project located at 2219 Sistrunk Boulevard; 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: 5 - Commissioner Herbst, Vice Chair Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Chair Trantalis

ADJOURNMENT



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
CRA BOARD MEETING

#25-0331

TO: CRA Chairman & Board of Commissioners
Fort Lauderdale Community Redevelopment Agency

FROM: Susan Grant, Acting CRA Executive Director

DATE: April 1, 2025

TITLE: Resolution Providing a \$1,000,000 Development Incentive Program Forgivable Loan to Right Consulting, LLC for the "Nexus" Live/Work Mixed-Use Development Project located at 2219 Sistrunk Boulevard; 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)**

Recommendation

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners approve a \$1,000,000 Development Incentive Program (DIP) forgivable loan to Right Consulting, LLC for the "Nexus" Live/Work Mixed-Use Development Project located at 2219 Sistrunk Boulevard; authorize the Executive Director to execute any and all related instruments; and delegate authority to the Executive Director to take certain actions.

Background

The Northwest-Progresso-Flagler Heights (NPF) Community Redevelopment Agency has received a request from Right Consulting, LLC for a \$1,000,000 Development Incentive Program forgivable loan for the "Nexus" Live/Work Mixed-Use Development Project located at 2219 Sistrunk Boulevard, Fort Lauderdale, FL 33311.

The proposed mixed-use development project consists of a three-story building with:

- Parking and commercial/retail space for use by residential tenants on the first floor,
- Three (3) one bedroom/one bath rental apartments, residential amenity space, and additional commercial/retail space for use by residential tenants on the second floor, and
- Four (4) rental apartments consisting of two (2) one bedroom/one bath and two (2) two bedroom/two bath apartments and residential amenity space on the third floor.

A location map is attached as Exhibit 1 and the Developer's application for funding assistance is attached as Exhibit 2.

The one-bedroom apartments range from 589 square feet to 744 square feet and the two-bedroom apartments range from 1,104 square feet to 1,156 square feet. Two (2) of the five (5) one-bedroom units will be affordable at 50% AMI renting for approximately \$989/month and the remaining three (3) one-bedroom units will be affordable at 80% AMI renting for approximately \$1,583/month. The two (2) two-bedroom units are projected to rent at 80% AMI for approximately \$1,901/month. The approximately 2,500 square feet of commercial space will be rented to building residents at a discounted rate of \$11 per square foot plus CAM (Common Area Maintenance).

Residential unit amenities and standard features include Energy Star appliances, including stove, dishwasher, refrigerator, and microwave, granite countertops, luxury vinyl and tile flooring, garbage disposal, range hood, washer and dryer connections, internet and cable connections, window treatments, and balconies.

The 10,200 square foot site was purchased by the Developer in 2004 and consists of two lots, with one containing an existing 913 square foot one story structure, which will be demolished. The property is without debt. The site is zoned Northwest Regional Activity Center Mixed Use West (NW RAC MUw). Broward County Property Appraiser information of the property is attached as Exhibit 3.

The Developer's business plan states its mission is to provide high quality housing for residents with small businesses desiring on-site working spaces. The "Nexus" will be a place where creativity thrives and connections flourish. The target market are individuals such as freelancers, remote workers and entrepreneurs, including artists, who are small businesses owners desiring to live/work in northwest Fort Lauderdale. The modern, attractive building designed by KAP Architecture will complement it's surroundings and have a signature appearance along the corridor. Project Plans and Illustrations are attached as Exhibit 4.

The project will be the western-most project to be developed and funded by the CRA on Sistrunk Boulevard to date, and is across from the Sweeting Estates community, two blocks east of Delevoe Park and the African American Library and Research Center. It is well positioned with direct access from NW 27th Ave to Broward Boulevard, Riverbend Marketplace Shopping Center, and I-95.

The Developer, Right Consulting, LLC, is headed by attorney Burnedette Norris Weeks. Burnadette was formerly the Sweeting Estates Civic Association President, and had resided there for over ten years, being one of the first new home buyers in that community in 2005. Right Consulting is located at 401 NW 7th Avenue and Ms. Weeks was one of the original stakeholders to invest in the redevelopment of the area, repurposing two very deteriorated one-story buildings, one into her law office in 2005 and the other as Avenue Executive in 2010. Avenue Executive provides meeting and flex workspace. Ms. Weeks also started the Women of Color Empowerment Institute, Inc in 2014, a 501(C)(3) nonprofit organization that assists women entrepreneurs and supports future women leaders with professional development through networking, podcast, seminars and

conferences. She was also recently appointed by the City Commission to Invest Fort Lauderdale, the Economic Development Corporation that operates within the CRA boundaries.

The CRA's Development Incentive Program loan represents 21% of the total project investment, estimated at \$4.7 million. CRA funding will be applied to project construction hard cost. A project Proforma and Sources and Uses are attached as Exhibit 5.

The project is estimated to be completed in 2026.

At their meeting of March 11, 2025, the NPF CRA Advisory Board unanimously approved this request. A copy of the minutes are attached as Exhibit 6.

Resource Impact

There will be a fiscal impact to the CRA in the amount of \$1,000,000.

Funds available as of March 12, 2025					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
20-119-1531-552-40-4203-CRA092504	Development Incentive Improvement Program FY25	Other Operating Expenses/Redevelopment Projects	\$15,844,602	\$11,331,858	\$1,000,000
TOTAL AMOUNT ►					\$1,000,000

Strategic Connections

This item is a FY 2025 Commission Priority, advancing the Affordable Housing and Economic Development initiative.

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

- The Business Growth and Support Focus Area, Goal 6: Build a diverse and attractive economy
- The Housing Focus Area, Goal 2: Enable housing options for all income levels

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

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan, specifically advancing:

- The Business Development Focus Area
- The Economic Development Element
- Goal 2: Enhance the economic competitiveness of Fort Lauderdale through policies that encourage retention and recruitment of business and industry which

provide living-wage employment and increased training and competitiveness of the local workforce.

- The Neighborhood Enhancement Focus Area
- The Future Land Use Element
- Goal 2: Sustainable Development: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatibility of uses.
- The Housing Element
- Goal 1: The Comprehensive Plan shall support the provision of adequate sites for future housing, including affordable workforce housing, housing for low-income, very low-income, and moderate-income families, mobile homes, and group home facilities and foster care facilities, with supporting infrastructure and public facilities.
- Goal 2: Be a community of strong, beautiful and healthy neighborhoods.

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Application for Funding

Exhibit 3 – Broward County Property Appraiser Information

Exhibit 4 – Project Plans and Illustrations

Exhibit 5 – Project Sources and Uses/Proforma

Exhibit 6 – March 11, 2025 NPF CRA Advisory Board Draft Minutes

Exhibit 7 – Letter of Intent

Exhibit 8 – Resolution

Prepared by: Bob Wojcik, AICP, CRA Housing and Economic Development Manager
Clarence Woods, CRA Manager

Acting CRA Executive Director: Susan Grant

RESOLUTION NO. 25-08 (CRA)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A FORGIVABLE LOAN OF ONE MILLION DOLLARS (\$1,000,000) TO RIGHT CONSULTING, L.L.C. UNDER THE DEVELOPMENT INCENTIVE PROGRAM FOR A MIXED USE PROJECT LOCATED AT 2219 SISTRUNK BLVD (NW 6TH STREET), FORT LAUDERDALE, FLORIDA 33311; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THIS TRANSACTION; DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO TAKE CERTAIN ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Lauderdale Community Redevelopment Agency ("CRA"), an agency authorized under Chapter 163, Part III of the Florida Statutes, was created to eliminate "slum and blight" and to stimulate community redevelopment; and

WHEREAS, the City Commission adopted Resolution No. 95-86 on June 2, 1995, finding the existence of slum and blight conditions in that area of the City of Fort Lauderdale, Florida (the "City"), known as the Northwest-Progresso-Flagler Heights ("NPF") Community Redevelopment Area, as more particularly described in that resolution (herein referred to as the "Redevelopment Area"); and

WHEREAS, by adoption of Resolution No. 95-170, the redevelopment plan for the Redevelopment Area was approved by the City Commission on November 7, 1995, and was amended in 2001 by Resolution No. 01-86, in 2002 by Resolution No. 02-183, in 2013 by Resolution No. 13-137, in 2016 by Resolution No. 16-52, in 2018 by Resolution No. 18-226, and as subsequently amended (the "Redevelopment Plan"); and

WHEREAS, the CRA Development Incentive Program ("DIP") is intended to support projects with an investment of \$5,000,000 or more; and

WHEREAS, Right Consulting, L.L.C., a Florida limited liability company, has applied for a forgivable loan in the amount of One Million and No/100 Dollars (\$1,000,000) to partially fund construction of a three-story mixed-use development (hereinafter "Project"); and

WHEREAS, two (2) of the one bedroom units will be leased to households with income less than or equal to 50% of the area median income for Broward County, as published by the Department of Housing and Urban Development, as adjusted for family size and five (5) of units will be leased to households with income less than or equal to 80% of the area median

income for Broward County, as published by the Department of Housing and Urban Development, as adjusted for family size, for five (5) years at affordable rents ("Affordable Housing Requirement"); and

WHEREAS, the commercial/retail space within the Project will be leased at a discount rate of eleven dollars (\$11.00) per square foot for five (5) years, subject to an annual increase of one to five percent, to residential tenants, starting from the date the first tenant occupies the retail/commercial space ("Discount Rate"); and

WHEREAS, at their meeting on March 11, 2025, the CRA Advisory Board for the Northwest-Progresso-Flagler Heights Community Redevelopment Area unanimously recommended approval of funding for this Project; and

WHEREAS, the CRA Board finds that Right Consulting, L.L.C., a Florida limited liability company, has demonstrated that it has the financial capacity, legal ability, development experience and qualifications to develop this Project; and

WHEREAS, the Board of Commissioners of the CRA finds that development of the Project will enhance the physical appearance of the Northwest-Progresso-Flagler Heights Redevelopment Area, create affordable housing and commercial/retail space all in accordance with and in furtherance of the Northwest-Progresso-Flagler Heights Redevelopment Plan, as authorized by and in accordance with Chapter 163, Part III, Florida Statutes.

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

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

SECTION 2. That the governing body of the Fort Lauderdale Community Redevelopment Agency hereby approves a forgivable loan under the CRA's Development Incentive Program ("DIP") in the amount of One Million and No/100 Dollars (\$1,000,000) to Right Consulting, L.L.C., a Florida limited liability company, to partially fund construction of the Project in accordance with the terms and conditions as set forth in the Letter of Intent, in substantially the form attached to CRA Commission Agenda Memorandum No. 25-0331.

SECTION 3. That the governing body of the Fort Lauderdale Community Redevelopment Agency hereby authorizes execution of any and all other documents or instruments, including, without limitation, development agreements, subordination agreements and estoppel certificates,

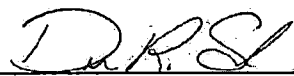
necessary or incidental to consummation of the transaction without further action or approval of this body. Except for the authority to increase the amount of the DIP Loan or to waive the Affordable Housing Requirement or the Discount Rate, the Executive Director or his or her designee is delegated authority to add additional terms and conditions, modify the terms and conditions of the award, take further actions, and make such further determinations he or she deems advisable in furtherance of the goals and objectives of the Redevelopment Plan and to execute all instruments and documents necessary or incidental to consummation of the DIP Loan, including without limitation, the Letter of Intent, the Development Agreement, applications for development approvals, subordination agreements, intercreditor agreements, funding agreements, estoppel certificates or satisfaction of mortgages.

SECTION 4. That this Resolution shall be in full force and effect upon final passage.

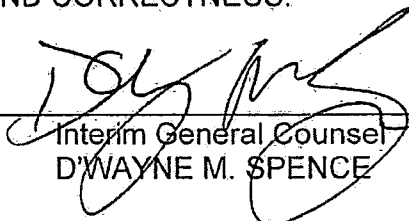
ADOPTED this 1st day of April, 2025.


Chair
DEAN J. TRANTALIS

ATTEST:


CRA Secretary
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:


Interim General Counsel
D'WAYNE M. SPENCE

Dean J. Trantalis Yea

John C. Herbst Yea

Steven Glassman Yea

Pamela Beasley-Pittman Yea

Ben Sorensen Yea



CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY

May __, 2025

Burnadette Norris-Weeks
Manager
Right Consulting L.L.C.
401 NW 7th Avenue
Fort Lauderdale, FL 33311

Re: Letter of Intent to provide a forgivable loan in an amount not to exceed One Million and No/100 Dollars (\$1,000,000) to Right Consulting L.L.C., a Florida limited liability company ("Right" or "Borrower") to be secured by a lien on real property located 2219 Sistrunk Blvd (NW 6th Street), Fort Lauderdale, FL 33311 and more particularly described in Exhibit A (the "Property") to partially fund hard costs of construction of a multifamily, mixed use development on the Property (the "Project")

Dear Ms. Norris-Weeks:

This letter is intended to establish a framework for negotiating a Development Agreement under the Development Incentive Program (the "Development Agreement") by and between the Fort Lauderdale Community Redevelopment Agency (the "Lender" or "CRA") and Borrower. Subject to the terms and conditions set forth herein and in the Development Agreement and other documents, Lender agrees to fund a forgivable loan to Borrower in an amount not to exceed One Million and No/100 Dollars (\$1,000,000) (the "Forgivable Loan", the "Loan" or the "DIP Loan") that will be used to fund hard costs of construction of the Project on the Property.

COMPLETION DATE: The Project and all amenities shall be completed within three years from the date of this letter, subject to extensions granted by the CRA's Executive Director, or his or her successor, for delays caused by circumstances beyond the Borrower's control but not due to a lack of funding to complete the Project. Completion Date is defined as the date on which a Certificate of Occupancy has been issued by the City of Fort Lauderdale or other governing authority and an approval letter of the Project has been issued by the Agency. If the Project is not completed by the sunset date of the CRA, then the CRA obligation to fund any undisbursed funds under the DIP Loan may be terminated.

USE OF PROCEEDS: Right acknowledges that the proceeds of the DIP Loan shall be used to reimburse or fund hard costs of construction of a multifamily mixed use development as more particularly described in CRA Commission Agenda Memorandum No. 25-0331 (attached hereto as Exhibit "C") which description and conditions are

incorporated in this Letter of Intent (the "Project") according to a construction budget approved by the CRA Executive Director, as may be amended by Borrower and its construction lender, provided such expenses are allowed under Part III, Chapter 163, Florida Statutes. The proposed site plan and illustrations are attached hereto as Exhibit B. The CRA proceeds shall not be used for operating and administrative expenses of the Project or for soft costs related to construction of the Project. Further, hard costs are defined as costs for work, labor and materials required to construct the building or for approved site work. The proceeds of the DIP Loan shall not be used for improvements within a public right of way. Use of Proceeds within a public right of way shall require compliance with the City of Fort Lauderdale procurement code and procurement requirements under Florida Statutes.

RESERVATION OF COMMERCIAL SPACE AND AFFORDABLE HOUSING REQUIREMENT: As a condition of the DIP Loan, Borrower shall lease all of the commercial retail space for a minimum of five (5) years at a discounted rate of \$11.00 per square foot to residential tenants ("Discount Rate") within the Project, subject to an annual increase of one (1) to five (5) percent over the Discount Rate, plus common area maintenance expenses starting from the date the first commercial/retail occupies a commercial space under a written lease agreement. Non-residential tenants leasing commercial space shall be subject to a negotiated market rate. The Borrower shall execute and record a Restrictive Covenant, in form and substance acceptable to the Lender, acknowledging this arrangement. As a condition of the DIP Loan, Borrower shall set aside and lease a minimum of two (2) of the one bedroom residential units to households with income of fifty percent (50%) or less of area median income, three (3) of the one bedroom units to households with income of eighty percent (80%) or less of area median income and two (2) two bedroom units to households with income at eighty percent (80%) or less of area median income all for Broward County, Florida as published by the Department of Housing and Urban Development, as adjusted for family size, at affordable rents. Affordable rent is defined as rent and utilities obligations that constitute no more than thirty percent (30%) of a household's applicable monthly gross household income, as adjusted for household size. Borrower shall be required to execute a Restrictive Covenant in form and substance acceptable to Lender to encumber the Property for a minimum of five (5) years starting from the date a residential tenant occupies a residential unit under a lease which complies with the terms of the Restrictive Covenant.

CONDITIONS FOR CLOSING: The Lender shall have no obligation to close on the DIP Loan until completion of the following conditions to the satisfaction of the Lender in its sole discretion:

1. Review and acceptance of environmental assessment on the Property;

2. Satisfactory evidence that Borrower has sufficient equity to complete construction of the Project;
3. Receipt and review of a draw schedule, construction schedule and budget, sources and uses, project schedule and schedule of values for the Project;
4. Receipt and review of a construction contract between the Borrower and a qualified and experienced general contractor along with a copy of the general contractor's license;
5. Certificate of Good Standing and corporate authorization of the Borrower;
6. Builder's Risk Insurance and if a Payment and Performance Bond is required by the construction lender, such bond shall list the CRA as an additional obligee and such other insurances as are customary and standard for a Project of this scope and size;
7. Title Insurance Commitment and policy insuring the interest of the CRA in the Property in the amount of the DIP Loan deleting all schedule B-I requirements and all standard exceptions, providing such endorsement as are standard in the industry, subject to those special exceptions approved by the CRA;
8. Simultaneous closing with the construction lender which shall include a guaranty of payment and completion as may be required by construction lender, such requirements shall be disclosed by Borrower to CRA in a writing signed by the construction lender;
9. All development approvals by the appropriate governing authority have been issued for the Project;
10. Execution of the CRA documents for the DIP Loan, including without limitation, the Promissory Note, Second Mortgage, Assignment of Leases, Rents and Profits, Assignment of Development Approvals, Environmental Indemnity Agreement, Construction Loan Agreement, Regulatory Agreement, Security Agreement, UCC-1 Financing Statement, Funding Agreement, Development Agreement, Commercial Lease, Restrictive Covenant (Affordability Requirement and Discount Rate) and such other agreements and instruments required by the CRA in the exercise of its reasonable discretion;
11. Receipt and review of all owners who hold a direct or beneficial interest in the Property or Borrower along with copies of the organizational documents;

12. An acceptable appraisal of the Project. An appraisal ordered by the construction lender and certified to the CRA is an acceptable appraisal.
13. Survey of the Property which meets the minimum local and state technical standards;
14. Such other documents, instruments, studies, analysis and evaluation as required by the CRA in the exercise of its reasonable discretion.

LOAN PAYMENTS AND TERM: Repayment of the Forgivable Loan shall not be required provided the Borrower meets the terms and conditions set forth below. The Borrower covenants and agrees with the CRA that it and its principal owners shall lease, manage, operate and maintain the Project for a period of no less than five (5) years commencing on the Project Completion Date. During this five-year period, the Borrower agrees to submit on the annual anniversary of the Effective Date of the Agreement an affidavit executed by the Borrower that the Project has not been sold or any interest in the Borrower has been transferred or conveyed. Further, Borrower agrees that the building shall not be used for those non-permitted uses as provided in Section 47-12 of the ULDR and shall not be used for the following (i) "adult uses" as such term is defined in Section 47-18.2 of the ULDR; (ii) tattoo parlors; or (iii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space; or (iv) liquor store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date and will execute at Closing a restrictive covenant to be recorded in the public records of Broward County evidencing these restrictions.

COVENANT TO FUND: Funding of the DIP Loan is subject to budget and appropriation of legally available funds sufficient to fully fund the DIP Loan by Fiscal Year 2025, subject to the approval as to form and substance by the CRA's General Counsel and City Auditor, as follows:

Fiscal Year 2025- \$1,000,000

Such obligations to annually appropriate and disburse the DIP Loan are subordinate to overhead and administrative costs related to operating and managing the CRA and senior CRA debt and previously approved CRA projects.

LOAN DISBURSEMENTS: The Borrower and Lender, in consultation with the construction lender, shall develop a schedule for disbursement of the DIP Loan

proceeds as constrained by the CRA annual budget appropriation and construction schedule for completion of the Project. Such disbursement schedule shall be incorporated into a Construction Loan Agreement and Funding Agreement, if necessary. Both parties anticipate a portion of the DIP Loan may be available to fund construction draws. If so, then the DIP Loan shall fund construction draws alongside the construction lender or simultaneously with Borrower's equity contribution and only for hard costs.

CLOSING COSTS: Borrower shall bear all closing and transactional fees, expenses and costs, including without limitation, documentary stamp taxes, intangible taxes, title insurance premium and search fees, recording fees, in connection with closing on the DIP Loan.

SECOND MORTGAGE AND SUBORDINATION: The DIP Loan shall be secured by a second mortgage, assignment of leases, rents, profits and proceeds on the Property and security interest in the personal property of the Project in favor of the CRA, subordinate to the lien of the First Mortgage of the construction/permanent lender. The Borrower agrees that the First Mortgage shall include a provision requiring the First Mortgagee to give notice of default and an opportunity to cure in favor of the CRA. The First Mortgage shall not contain a future advance provision unless approved by the CRA. Any approval of subsequent agreements required by the Borrower or the First Mortgage lender as a condition of closing the DIP loan, shall be granted at the discretion of the CRA's Executive Director without any further approval of the governing body of the CRA, subject to approval of the CRA General Counsel.

LOCAL CONTRACTING: Borrower will use its best efforts to work with the Lender to notify local business firms, minority owned firms, women-owned firms or labor surplus area firms of the opportunity to submit bids for work on the Project, with the goal of achieving a minimum 30% participation for minorities.

LOAN DEFAULT: The occurrence of any one or more of the following events shall constitute a default after notice and opportunity to cure has been given:

- 1) Borrower defaults in its obligation to operate and manage the Project for a minimum of five (5) years under the terms and conditions contained herein; or
- 2) A final order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Borrower bankrupt or insolvent; or

- 3) Any misrepresentation made by Borrower in any material respect, and which adversely affects the rights, duties and obligations of the CRA; or
- 4) Foreclosure judgment is secured against the Project. Notwithstanding, if the construction lender files a foreclosure proceeding, then the CRA shall have the right to withhold any and all disbursement of the DIP Loan pending resolution of the foreclosure proceeding filed by the construction/permanent lender; or
- 5) A default under the First Mortgage; or
- 6) Such other reasonable defaults as incorporated in the Development Agreement and other CRA loan documents as are customary in the lending industry relating to construction loans.

MAINTENANCE/REPAIRS: Upon completion of the Project, the Borrower, its successors and/or assigns, shall have a continuing obligation to maintain the Project in good repair and provide adequate insurance coverage at its expenses, all as set forth in the Development Agreement. All construction will be done in accordance with the necessary approvals and the permitted and approved set of plans and specifications by the appropriate governing authority.

INSURANCE: The Borrower and/or the general contractor for the Project, as applicable, shall purchase and maintain at its own expense insurance, as required by the Lender and shall include the Lender as an "Additional Insured".

RIGHT TO AUDIT: Lender shall have the right to audit, at its expense, the books and records relating to the Project as may be reasonably required, and Borrower shall provide CRA with necessary information to conduct such audit.

CROSS DEFAULT: The Development Agreement, and the Second Mortgage will be cross defaulted with the construction loan and First Mortgage.

BROKER: Borrower certifies that there were no brokers engaged as a result of this DIP Loan and indemnifies the Lender against any claims, losses, fees or expenses in connection with the DIP Loan.

TERMINATION: Prior to execution of the Development Agreement, the Lender or Borrower may terminate this letter of intent if any of the following events occur:

If the Borrower:

- a. Applies for or consent to the appointment of a receiver, trustee, or liquidator for it or for any of its properties;
- b. Admit in writing an inability to pay its debts as they mature;
- c. Make a general assignment for the benefit of creditors;
- d. Be adjudicated bankrupt or insolvent;
- e. Files a voluntary petition or an answer seeking reorganization or an arrangement with creditors or take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation law or statute, or file an answer admitting the material allegations of a petition filed against it or them in any proceeding under any such law; or
- f. If condemnation proceedings are commenced against the Project or any part thereof;
- g. If the Lender and Borrower are unable to agree to the terms of the Development Agreement; or

ASSIGNMENT: During the term of the DIP Loan, Borrower, developer and owner of the Property shall not sell, assign, convey or transfer (all of the foregoing referred to as an “Assignment”) its interest in the Project or Property to any person, or a controlling interest in Borrower or such entities which hold the right, title and interest in the Property or developer of the Project, without the express written consent of the CRA which consent shall not be unreasonably withheld. CRA shall either approve such an Assignment or specify in reasonable detail the basis for its disapproval within thirty (30) days after request for such approval. Such Assignment shall not be valid until the CRA has consented in writing to such Assignment and there shall have been delivered to CRA a true copy of the proposed instruments effecting such Assignment, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions under the DIP Loan on Borrower’s, or such applicable entity’s, part to be performed, including those matters that arose or became due prior to the effective date of the Assignment, and proof that the assignee has been approved as the successor under all third-party agreements affecting the Project and Property. After the aforesaid instruments have been delivered to CRA and CRA has consented in writing to such Assignments, then from and after the effective date of

Assignment, the assigning party shall be released of all obligations under the DIP Loan for matters arising after the effective date of the Assignment, but shall remain liable to the CRA for all obligations under the DIP Loan relating to matters that arose or became due prior to the effective date of the Assignment. The factors upon which CRA may base its decision on whether to grant consent to an Assignment will be limited to whether (i) the proposed assignee and/or any of the direct or indirect principals of such proposed assignee (as may be set forth in a certification to the Agency by a certified public accountant) meets standards of creditworthiness and have sufficient financial resources to acquire, operate, manage and maintain the Project, (ii) the proposed assignee has the reasonable ability to perform the obligations of the Borrower under the DIP Loan or other parties related to the Project; (iii) the proposed assignee has prior business experience related to operating property with uses similar to the Project, (iv) the reputation of the proposed assignee, and (vi) the form of the documents evidencing the assignment and the assumption, and (vii) other reasonable factors. The Borrower agrees to disclose the principals with controlling interest in the Borrower, owner of the land and building and the developer of the Project and to provide such documents requested by the CRA in a timely manner.

PUBLIC RECORDS. Unless a specific statutory exemption exists, all documents, instruments, surveys, reports, etc. received by the CRA are subject to review by the public.

The Letter of Intent shall be made and construed in accordance with the laws of the State of Florida.

The individuals executing this Letter of Intent are authorized to execute this letter on behalf of the respective entities.

The provisions of the Letter of Intent cannot be modified unless such modification is in writing and signed by Lender and Borrower.

This Letter of intent has been issued for the sole and exclusive benefit of the Borrower and no third party shall have any rights hereunder without the express written consent of the Lender. Further, Borrower shall not assign its rights under this Letter of Intent without the written consent of the Lender which may be withheld in its sole discretion.

Lender and Borrower agree to act in good faith to formalize the Development Agreement within a timely manner. However, nothing in this letter of intent shall be deemed an obligation of the Lender or Borrower to execute a Development Agreement.



This Letter of Intent may be executed in one or more counterparts, each of which shall constitute an original and together shall constitute one agreement.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals
the day and year first set forth below.

AGENCY

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a
Community Redevelopment Agency created
pursuant to Chapter 163, Part III, Florida
Statutes

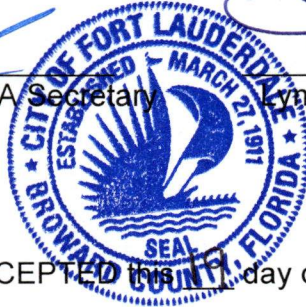
By: 
Rickelle Williams, Executive Director

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:
D'Wayne M. Spence, Interim General Counsel


David R. Soloman, CRA Secretary


Lynn Solomon, Assistant General Counsel



AGREED TO AND ACCEPTED this 11th day of May 2025.

RIGHT CONSULTING, LLC, a
Florida limited liability company

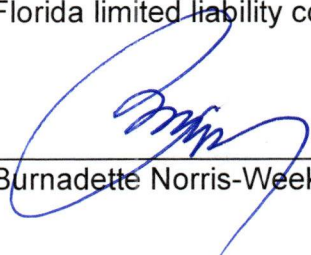

Burnadette Norris-Weeks, Manager

EXHIBIT "A"
(LEGAL DESCRIPTION)

Parcel 1:

Lot 26; LESS the South 10.00 feet for road right-of-way, Block 5, WASHINGTON PARK, according to the map or plat thereof as recorded in Plat Book 19, Page 22, Public Records of Broward County, Florida.

Folio No. 5042-05-01-1050

Parcel 2:

Lot 27; LESS the South 10.00 feet for road right-of-way, Block 5, WASHINGTON PARK, according to the map or plat thereof as recorded in Plat Book 19, Page 22, Public Records of Broward County, Florida.

Folio No. 5042-05-01-1060



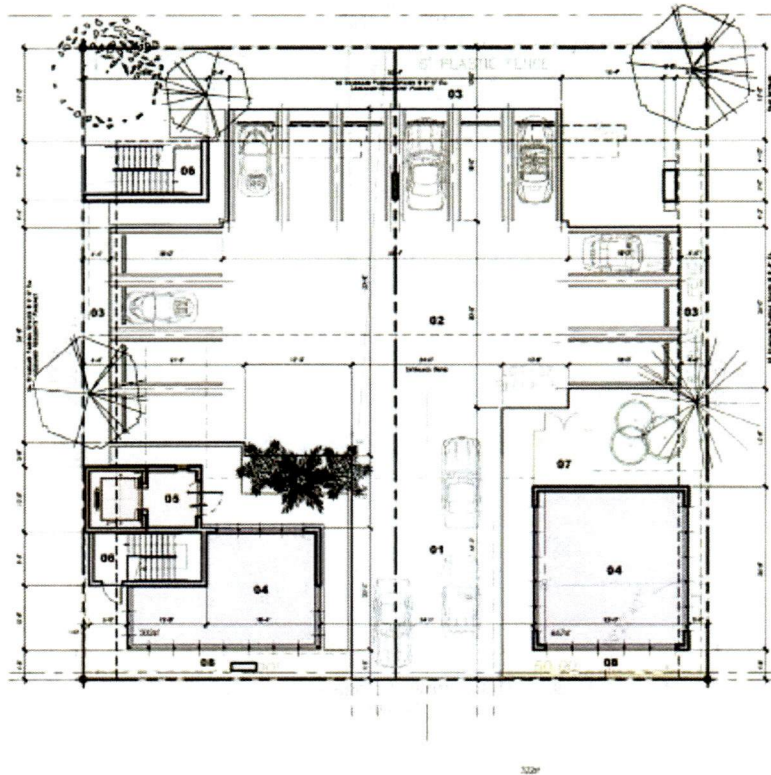
EXHIBIT "B"
SITE PLAN ILLUSTRATIONS



100) perspective facing north from Alton Boulevard North elevation



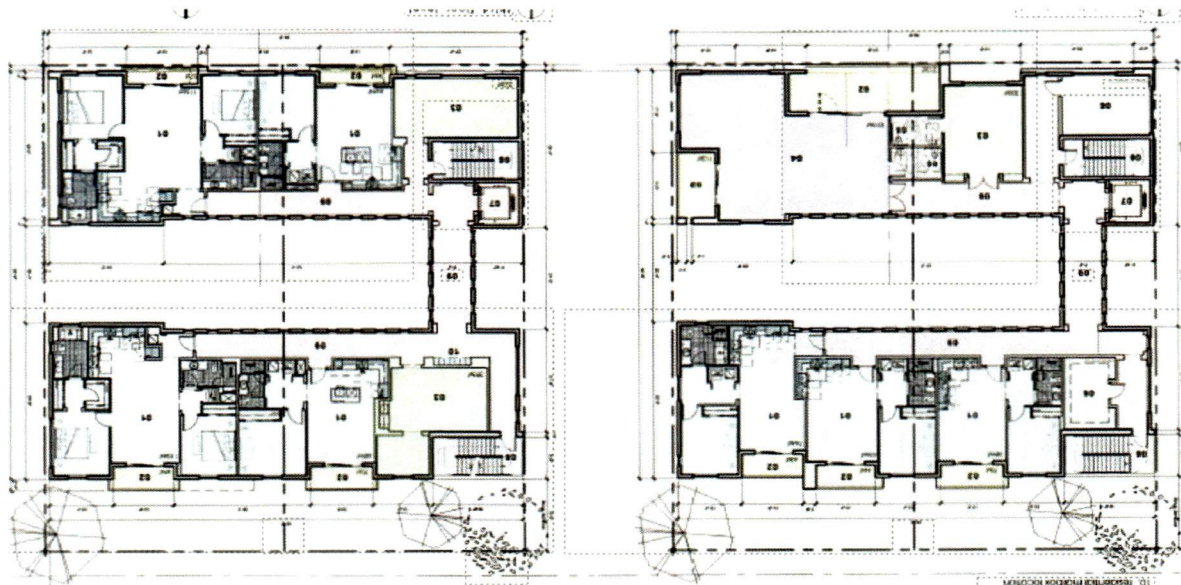
Isometric perspective facing northeast from Sistrunk Boulevard



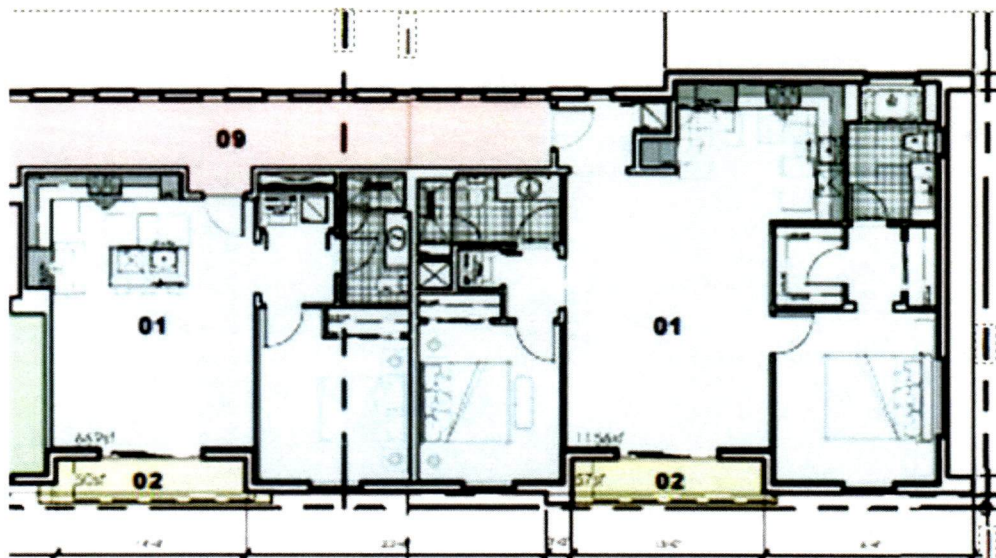
PROJECT LEGEND

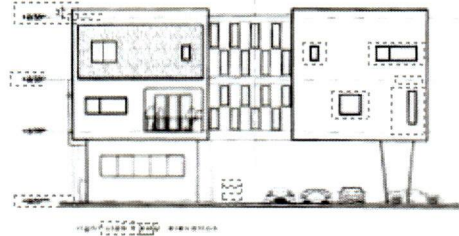
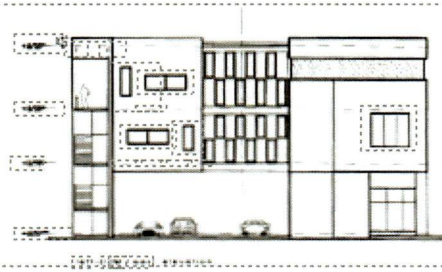
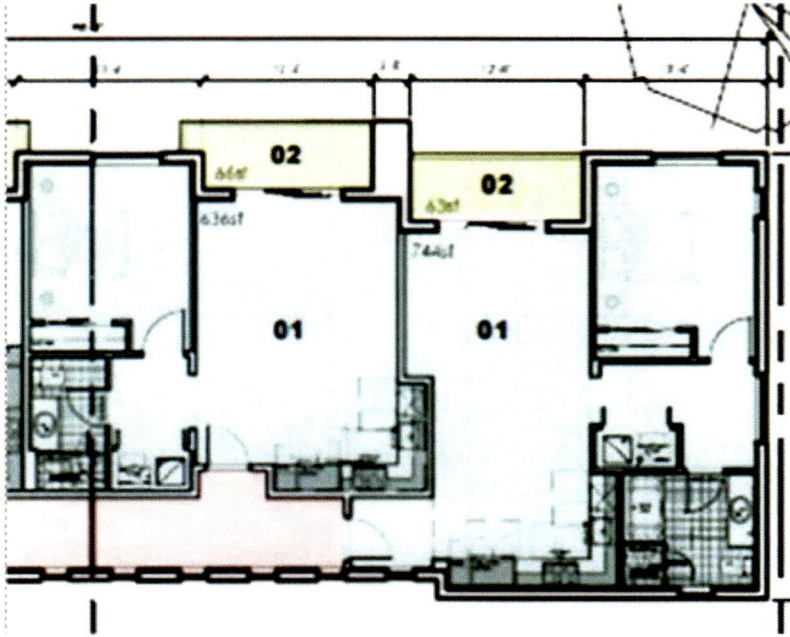
01. main entrance drive
02. residential parking area
03. landscape buffer
04. commercial / retail area
05. residential elevator lobby
06. vertical circulation / egress stair
07. dumpster location
08. 4' expanded sidewalk area

[illegible]



- PROJECT LEGEND**
- 01. residential medium location
 - 02. residential medium location
 - 03. residential medium location
 - 04. residential medium location
 - 05. residential medium location
 - 06. residential medium location
 - 07. residential medium location
 - 08. residential medium location
 - 09. residential medium location
 - 10. residential medium location





PERKS DEVELOPMENT HOLDINGS - CONCEPTUAL DESIGN - Mixed-Use Development, 2710 N.W. 4th Street, Fort Lauderdale, Florida

Architectural drawings are not to be used for construction without the approval of the architect.







EXHIBIT "C"
CAM NO. 25-0331

**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
CRA BOARD MEETING****#25-0331**

TO: CRA Chairman & Board of Commissioners
Fort Lauderdale Community Redevelopment Agency

FROM: Susan Grant, Acting CRA Executive Director

DATE: April 1, 2025

TITLE: Resolution Providing a \$1,000,000 Development Incentive Program Forgivable Loan to Right Consulting, LLC for the "Nexus" Live/Work Mixed-Use Development Project located at 2219 Sistrunk Boulevard; 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)

Recommendation

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners approve a \$1,000,000 Development Incentive Program (DIP) forgivable loan to Right Consulting, LLC for the "Nexus" Live/Work Mixed-Use Development Project located at 2219 Sistrunk Boulevard; authorize the Executive Director to execute any and all related Instruments; and delegate authority to the Executive Director to take certain actions.

Background

The Northwest-Progresso-Flagler Heights (NPF) Community Redevelopment Agency has received a request from Right Consulting, LLC for a \$1,000,000 Development Incentive Program forgivable loan for the "Nexus" Live/Work Mixed-Use Development Project located at 2219 Sistrunk Boulevard, Fort Lauderdale, FL 33311.

The proposed mixed-use development project consists of a three-story building with:

- Parking and commercial/retail space for use by residential tenants on the first floor,
- Three (3) one bedroom/one bath rental apartments, residential amenity space, and additional commercial/retail space for use by residential tenants on the second floor, and

- Four (4) rental apartments consisting of two (2) one bedroom/one bath and two (2) two bedroom/two bath apartments and residential amenity space on the third floor.

A location map is attached as Exhibit 1 and the Developer's application for funding assistance is attached as Exhibit 2.

The one-bedroom apartments range from 589 square feet to 744 square feet and the two-bedroom apartments range from 1,104 square feet to 1,156 square feet. Two (2) of the five (5) one-bedroom units will be affordable at 50% AMI renting for approximately \$989/month and the remaining three (3) one-bedroom units will be affordable at 80% AMI renting for approximately \$1,583/month. The two (2) two-bedroom units are projected to rent at 80% AMI for approximately \$1,901/month. The approximately 2,500 square feet of commercial space will be rented to building residents at a discounted rate of \$11 per square foot plus CAM (Common Area Maintenance).

Residential unit amenities and standard features include Energy Star appliances, including stove, dishwasher, refrigerator, and microwave, granite countertops, luxury vinyl and tile flooring, garbage disposal, range hood, washer and dryer connections, internet and cable connections, window treatments, and balconies.

The 10,200 square foot site was purchased by the Developer in 2004 and consists of two lots, with one containing an existing 913 square foot one story structure, which will be demolished. The property is without debt. The site is zoned Northwest Regional Activity Center Mixed Use West (NW RAC MUw). Broward County Property Appraiser information of the property is attached as Exhibit 3.

The Developer's business plan states it's mission is to provide high quality housing for residents with small businesses desiring on-site working spaces. The "Nexus" will be a place where creativity thrives and connections flourish. The target market are individuals such as freelancers, remote workers and entrepreneurs, including artists, who are small businesses owners desiring to live/work in northwest Fort Lauderdale. The modern, attractive building designed by KAP Architecture will complement it's surroundings and have a signature appearance along the corridor. Project Plans and Illustrations are attached as Exhibit 4.

The project will be the western-most project to be developed and funded by the CRA on Sistrunk Boulevard to date, and is across from the Sweeting Estates community, two blocks east of Delevoe Park and the African American Library and Research Center. It is well positioned with direct access from NW 27th Ave to Broward Boulevard, Riverbend Marketplace Shopping Center, and I-95.

The Developer, Right Consulting, LLC, is headed by attorney Burnedette Norris Weeks. Burnadette was formerly the Sweeting Estates Civic Association President, and had resided there for over ten years, being one of the first new home buyers in that community in 2005. Right Consulting is located at 401 NW 7th Avenue and Ms. Weeks was one of the original stakeholders to invest in the redevelopment of the area, repurposing two very deteriorated one-story buildings, one into her law office in 2005 and the other as Avenue Executive in 2010. Avenue Executive provides meeting and flex workspace. Ms. Weeks also started the Women of Color Empowerment Institute, Inc in 2014, a 501C3 non-profit organization that assists women entrepreneurs and supports future women leaders with professional development through networking, podcast, seminars and conferences. She was also recently appointed by the City Commission to Invest Fort Lauderdale, the Economic Development Corporation that operates within the CRA boundaries.

The CRA's Development Incentive Program loan represents 21% of the total project investment, estimated at \$4.7 million. CRA funding will be applied to project construction hard cost. A project Proforma and Sources and Uses are attached as Exhibit 5.

The project is estimated to be completed in 2026.

At their meeting of March 11, 2025, the NPF CRA Advisory Board unanimously approved this request. A copy of the minutes are attached as Exhibit 6.

Resource Impact

There will be a fiscal impact to the CRA in the amount of \$1,000,000.

Funds available as of March 12, 2025					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
20-119-1531-552-40-4203-CRA092504	Development Incentive Improvement Program FY25	Other Operating Expenses/Redevelopment Projects	\$15,844,602	\$11,331,858	\$1,000,000
TOTAL AMOUNT ►					\$1,000,000

Strategic Connections

This item is a FY 2025 Commission Priority, advancing the Affordable Housing and Economic Development initiative.

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

- The Business Growth and Support Focus Area, Goal 6: Build a diverse and attractive economy

- The Housing Focus Area, Goal 2: Enable housing options for all income levels

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

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan, specifically advancing:

- The Business Development Focus Area
- The Economic Development Element
- Goal 2: Enhance the economic competitiveness of Fort Lauderdale through policies that encourage retention and recruitment of business and industry which provide living-wage employment and increased training and competitiveness of the local workforce.
- The Neighborhood Enhancement Focus Area
- The Future Land Use Element
- Goal 2: Sustainable Development: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatibility of uses.
- The Housing Element
- Goal 1: The Comprehensive Plan shall support the provision of adequate sites for future housing, including affordable workforce housing, housing for low-income, very low-income, and moderate-income families, mobile homes, and group home facilities and foster care facilities, with supporting infrastructure and public facilities.
- Goal 2: Be a community of strong, beautiful and healthy neighborhoods.

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Application for Funding

Exhibit 3 – Broward County Property Appraiser Information

Exhibit 4 – Project Plans and Illustrations

Exhibit 5 – Project Sources and Uses/Proforma

Exhibit 6 – March 11, 2025 NPF CRA Advisory Board Minutes

Exhibit 7 – Letter of Intent

Exhibit 8 – Resolution

Prepared by: Bob Wojcik, AICP, CRA Housing and Economic Development Manager
Clarence Woods, CRA Manager

Acting CRA Executive Director: Susan Grant