



CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY

February __, 2025

Mr. Sean Jones
President
Sean Jones Corporation, Manager
SJC Sistrunk LLC
4025 NE 34th Avenue
Fort Lauderdale, FL 33308

Re: Letter of Intent to provide a forgivable loan in an amount not to exceed Six Million and No/100 Dollars (\$6,000,000) to SJC Sistrunk, LLC, a Florida limited liability company ("SJC" or "Borrower") to be secured by a lien on real property located 801 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 mixed use, mixed income, multifamily development on the Property (the "Project")

Dear Mr. Jones:

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 Six Million and No/100 Dollars (\$6,000,000) (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 thirty (30) months from the date of this letter, subject to extensions granted by the CRA's Executive Director, or his 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: SJC acknowledges that the proceeds of the DIP Loan shall be used to reimburse or fund hard costs of construction of a mixed use, mixed income development as more particularly described in CRA Commission Agenda Memorandum

COMMUNITY REDEVELOPMENT AGENCY
914 SISTRUNK BLVD. FORT LAUDERDALE 33311
TELEPHONE (954) 828-6130
WWW.FORTLAUDERDALE.GOV

No. 25-0162 (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 provide 2,000 square feet of commercial retail space to the CRA for a minimum of fifteen years at a rate of \$5.00 per square foot, triple net, with the understanding that the CRA may sublet all or a portion of the retail or commercial space to small businesses that are compatible with other businesses in the Project, meet the zoning requirements, and meets certain quality standards as part of its initiative to support and sustain small businesses. The CRA shall have the absolute right to assign its entire leasehold interest to a third party, without recourse. The CRA or its successor shall not be liable for acts of the assignee which occur after the assignment. 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 nineteen(19) (7 units at 80% of AMI, 7 units at 100% of AMI and five (5) units at 120% or less of AMI) of the units to households with income of 120% or less of area median income 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 thirty (30) years.

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
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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 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
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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- \$6,000,000

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
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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
- h. Borrower fails to secure and close on the equity investment and construction loan for the Project on or before April 17, 2026.

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

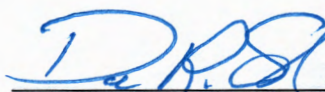
**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a
Community Redevelopment Agency created
pursuant to Chapter 163, Part III, Florida
Statutes

By: 
Susan Grant, Acting 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 15th day of February 2025.

SJC SISTRUNK, LLC, a
Florida limited liability company

By: Sean Jones Corporation, its Manager

Print Name: Sean F. Jones
Print Title: President



EXHIBIT "A"
(LEGAL DESCRIPTION)

Lots 15,16,17,18,19,20,21,22,23 and 24, Block 328, Progresso, according to the Plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida. Said lands situate, lying and being in Broward County, Florida.

Address: NW 8th Avenue, Fort Lauderdale, Florida 33311
Folio No.: 4942-34-07-8410

Address: Sistrunk Blvd., Fort Lauderdale, Florida 33311
Folio No.: 4942-34-07-8420

Portions of Lots 25, 26, 27, and 28, Block 328, PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Dade County, Florida, more fully described as follows:

Beginning at the Northeast corner of said Lot 28, thence Southerly along the East lines of said Lots 28, 27, 26 and 25, a distance of 87.96 feet; thence Westerly along the North right-of-way line of Northwest 6th Street, making an included angle of 90 degrees, a distance of 99.00 feet, to a point of curve; thence Northwesterly along a curve to the right having a radius of 25.00 feet, with a central angle of 90°, an arc distance of 39.27 feet to a point of tangency; thence Northerly along the East right-of-way line of Northwest 9th Avenue (said East right-of-way line being 11.00 feet East of and parallel to the said West lines of Lot 25, 26, 27 and 28), a distance of 63.00 feet; thence Easterly along the North line of said Lot 28, making an included angle of 89°59'00", a distance of 124.00 feet to the Point of Beginning.

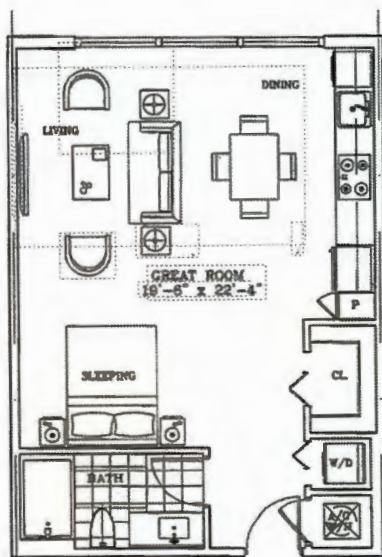
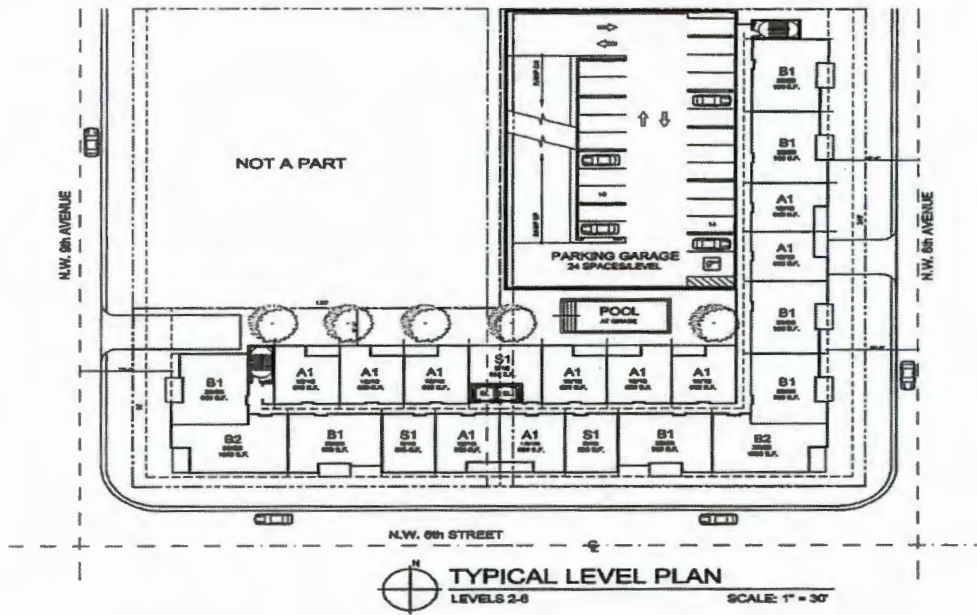
Address: 821 NW 6th Street, Fort Lauderdale, Florida 33311
Folio No.: 4942-34-07-8430



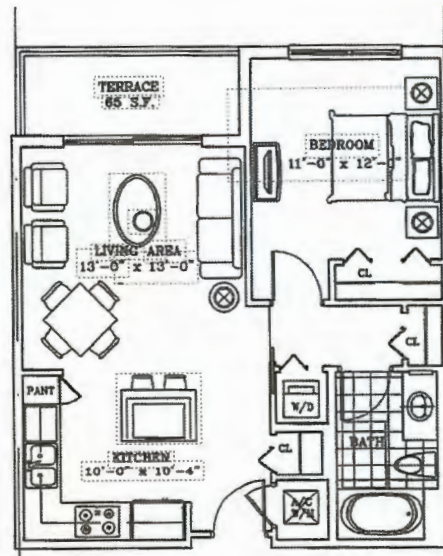
EXHIBIT "B"

SITE PLAN ILLUSTRATIONS

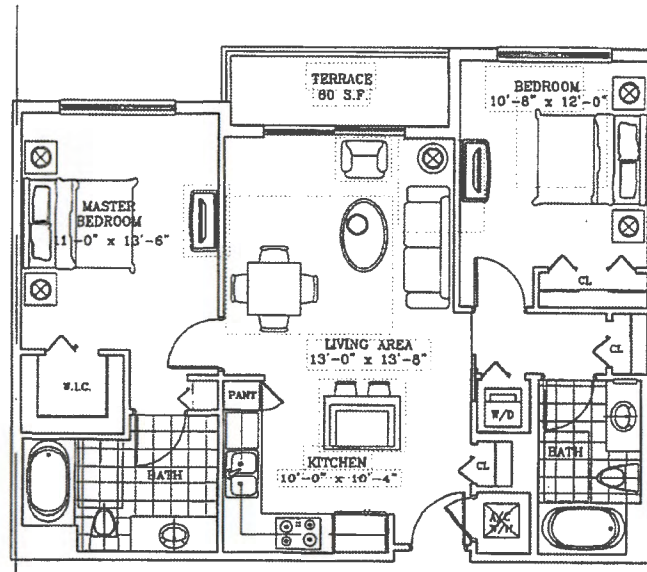




UNIT S1
STUDIO
585 S.F.



UNIT A1
1B/1BA
660 S.F.



UNIT B1
2B/2BA
960 S.F.

EXHIBIT “C”
CAM NO. 25-0162



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
CRA BOARD MEETING**

#25-0162

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

FROM: Susan Grant, Acting CRA Executive Director

DATE: February 18, 2025

TITLE: Resolution Approving a \$6,000,000 Forgivable Loan to SJC Sistrunk, LLC and Authorizing the Executive Director to Negotiate and Execute the Development Agreement and Any and All Other Documents or Instruments Necessary or Incidental to Consummate the Transaction – **(Commission District 2)**

Recommendation

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners approve a request for forgivable loan funding from SJC Sistrunk, LLC in the amount of \$6,000,000 from the Development Incentive Program (DIP) for the construction of a new multi-use development, to be located at 801 NW 6th Street, Fort Lauderdale, FL 33311; and authorize the Executive Director to negotiate and execute the development agreement and any and all other documents or instruments necessary or incidental to the consummation of the transaction, subject to the review of the CRA General Counsel.

Background

The Northwest-Progresso-Flagler Heights (NPF) CRA has received a request for funding from SJC Sistrunk, LLC, in the amount of \$6,000,000 for the construction of a mixed-use development to be located at 801 NW 6th Street. The project will be constructed on the city block bordered by NW 9th Avenue to the west, Sistrunk Boulevard to the south, and NW 8th Avenue to the east. It includes three lots with a combined area of 42,967 square feet, which the developer acquired between December 9, 2014 and September 26, 2019 at a total cost of \$1.4 million. Two of the lots are currently empty. The third lot is the site of a former Texaco gas station, and currently the location of a much blighted convenience store. The developer seeks to revitalize the neighborhood and eliminate slum and blight by creating new housing and commercial space on the Sistrunk corridor.

The proposed project consists of a six-story mixed-use, mixed-income, multi-family development, containing 121 residential rental units and 6,800 square feet of ground floor retail space. In addition, the building will have a six-story structured parking garage with a total of 143 parking spaces for residents and commercial customers. The building's amenities will include a pool, a computer room, and a fitness center. This project will help create a lively, vibrant epicenter with new opportunities for business, entertainment, retail and lifestyle. It will provide much needed housing in the area and empower the community, providing infrastructure and transforming the visual experience of the area.

The residential mix consists of 10 585-square-foot studio apartments, 67 one bedroom/one bath units ranging between 585, 660, and 960 square feet, and 44 two bedroom/two bath units of 960 and 1,050 square feet in size. Of the 121 apartments, 12% (14 units) will be rented to residents with incomes less or equal to 100% of the median family income within Broward County (MFI), adjusted for household size, as determined by HUD on an annual basis, with rent and utility costs not to exceed 30% of the gross annual household income. Seven (7) units will be rented at 80% of the area median income (AMI) and another seven (7) units will be rented at 100% AMI. The residential units set aside as affordable will rent for approximately \$1,388/month for a studio, \$1,461/month for a one bedroom/one bath, and \$1,753/month for a two bedroom/two bath apartment. The affordable unit rents will be restricted to 30 years, pursuant to the Affordable Housing Regulations of the ULDR, for the developer to obtain the additional height bonus for the building. Of the remaining apartments, 107 units will be rented at market rate at approximately \$1,640 for a studio apartment, \$2,100 for a one bedroom/one bath, and \$2,782 for a two bedroom/two bath apartment (Exhibit 5).

In addition to affordable housing, as a community benefit, the developer will lease 2,000 square feet of the commercial space to the CRA at \$5.00 per square foot, NNN. This will allow the CRA or its EDC to attract and target small businesses in the area and offer them affordable rent.

The parcel on the corner of NW 9th Avenue and Sistrunk Boulevard (821 NW 6th Street) is the site of a former Texaco Gasoline Station. Environmental reports commissioned by the developer in 2014 and 2020 show that all analytical results were below the laboratory's detection limits, that they meet the soil cleanup target levels and therefore do not pose any hazard for the construction of this project (Exhibit 10).

The Developer, SJC Sistrunk, LLC, has partnered with Botek Thurlow Engineering, Inc., a firm with over 26 years' experience in civil engineering. Their extensive projects include major commercial, residential, institutional and infrastructure projects for the public and private sectors. The architect for this project will be Cohen Freedman Encinosa & Associates (CFE), an architectural firm with local and national recognition for successful high-rise residential and mixed-use projects. CFE is one of the most active architectural

firms in Fort Lauderdale and has provided its services to the Manor at Flagler Village, The Rise Flagler Village, Andare Residences, Symphony House, and many more. The manager and general contractor for this project will be the Jones Construction Company, Inc., a firm with 26 years of experience in residential construction (Exhibit 8).

The Developer has secured construction loan funding from Seacoast Bank in the amount of \$21,500,000 (Exhibit 7). In addition, Dwight Capital has assured the Developer long term permanent financing for this project in the amount of \$22,000,000. The owner's equity for this project is \$11,624,540.

CRA funding for the project in the amount of \$6,000,000 represents 15% of the overall project cost of \$39,124,540. Developer equity (\$11,624,540) represents 30% of the budget, and lender financing (\$21,500,000) the remaining 55% (Exhibit 3). A comparison of other CRA funded Development Incentive Program projects is provided below:

Project	Estimated Capital Investment (ECI)	CRA Award	CRA Award Percentage of ECI
Food and Friends	\$1.3 Million	\$1.1 Million	84%
Dales Wheels and Tires	\$0.97 Million	\$0.7 Million	74%
Hoover Awning	\$1.5 Million	\$1.1 Million	73%
YMCA	\$15 million	\$10 Million	67%
Victory Complex	\$4 Million	\$2.4 Million	60%
Aldridge and Larimore	\$18.57 Million	\$8.0 Million	43%
Jack and Jill School	\$7.1 Million	\$2.5 Million	35%
Wright Dynasty	\$12.8 Million	\$3.5 Million	27%
Thrive Development	\$15.4 Million	\$3.5 Million	26%
Sistrunk Market	\$5.9 Million	\$1.4 Million	23%
Sistrunk Townhomes	\$6.9 Million	\$1.5 Million	22%
Six 13 Apartments	\$33.5 Million	\$7.0 Million	21%
Comfort Suites	\$17.4 Million	\$3.0 Million	17%
Triangle Services	\$7.8 Million	\$1.5 Million	19%
The Adderley	\$103.7 Million	\$12.0 Million	12%

A series of factors make CRA funding critical, including an increase in construction costs and an increase in interest rates (significantly impacting the cost of development) since the project was initially planned. In this volatile and changing development market, without CRA funding, acceptable investment measures of risk cannot be met when analyzing the projected return on investment to the cost of the project. The developer projects that approximately 67 permanent jobs and 1,000 construction jobs will be created by this

project. The permanent jobs include positions in apartment management, maintenance, office jobs, restaurant and retail sales. The development and leasing of the apartments will be managed by Jones Management Group, Inc.

SJC Sistrunk, LLC is made up of Sean F. Jones and Dionne E. Wong, a husband and wife team with extensive experience in the acquisition and development of construction projects in Broward County. As Vice President and legal counsel of Milton Jones Development Corporation, Sean Jones developed the Regal Trace Apartments, a 408-unit apartment community located on 28 acres. Among his accomplishments are also the Sun Gardens Apartments, a 24-unit community in Dania Beach, as well as Shoppes on Arts Avenue, a 35,190 square foot shopping center, located on NW 7th Avenue and Sistrunk Boulevard. Currently, the company is also developing the Village of the Arts, a mixed-use building with 162 apartments and 6,000 square feet of ground floor retail space to be located at 543 NW 5th Avenue, on the southwest corner of NW 6th Avenue and Sistrunk Boulevard.

The project is consistent with the NPF Community Redevelopment Area Community Redevelopment Plan, which identifies the Sistrunk corridor as a Focus Area to be revitalized and redeveloped. This area of the city has the potential to serve as a major source of investment and employment for the surrounding community. The CRA Plan identifies strategic objectives, goals and measurements that include 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 create job opportunities for area residents, promote public private partnerships and investment in the redevelopment area.

Resource Impact

There will be a fiscal impact to the CRA in the amount of \$6,000,000.

Funds available as of February 5, 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 Program FY25	Other Operating Expenses/Redevelopment Projects	\$15,844,602	\$14,896,939	\$6,000,000
TOTAL AMOUNT ►					\$6,000,000

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

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 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 - Broward County Property Appraiser Information
Exhibit 3 - Developer's CRA Funding Application
Exhibit 4 - Project Renderings and Architectural Drawings
Exhibit 5 - Development and Operating Pro Forma
Exhibit 6 - Construction Budget
Exhibit 7 - Construction Lenders
Exhibit 8 - Project Team
Exhibit 9 - SJC Sistrunk, LLC
Exhibit 10 - Environmental Reports
Exhibit 11 - Letter of Intent
Exhibit 12 - NPF CRA Advisory Board Minutes of January 14, 2025
Exhibit 13 - Resolution



Prepared by: Eleni Ward, CRA Housing and Economic Development Manager
Clarence Woods, CRA Manager

Acting CRA Executive Director: Susan Grant



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date:

2-25-25
2-25

1L

DOCUMENT TITLE: LETTER OF INTENT- SJC SISTRUNK, LLC

COMM. MTG. DATE: 02/18/2025 CAM #: 25-0162 ITEM #: _____ 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 1

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

Date to CCO: 2/18/2025

Lynn Solomon
Attorney's Name


Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 02/25/25

4) City Manager's Office: CMO LOG #: _____ Document received from: _____

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 1 originals to ☐ Mayor ☒ CCO Date: 2/25/25

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

Returned Rev. 8/3/2022
3/3/2025
amin