



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

**#24-0627**

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

**FROM:** Susan Grant, Acting City Manager

**DATE:** July 2, 2024

**TITLE:** Resolution Approving the First Amendment to the Contract for Sale and Purchase between the City of Fort Lauderdale and the Housing Authority of City of Fort Lauderdale to Add New Housing Types to the Housing Mix and Adjust Deadlines for Acquisition of the Property Located at 4590 Peters Road, Unincorporated Broward County, FL 33317 - **(Unincorporated Broward County)**

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**Recommendation**

Staff recommends the City Commission approve a Resolution approving the First Amendment to the Contract for Sale and Purchase between the City of Fort Lauderdale and the Housing Authority of the City of Fort Lauderdale (HACFL) dated October 25, 2021.

**Background**

On October 5, 2021, the City Commission approved an agreement to dispose of City-owned property located at 4590 Peters Road, Unincorporated Broward County, FL to the Housing Authority of the City of Fort Lauderdale, subject to restricting a certain percentage of the units for affordable/workforce housing and reserving unto the City certain easements for wellfields, raw water mains and retention pond and reserving a right of reverter. The right of reverter shall be released when the HACFL secures its financing for each phase.

At the time, the proposal was to develop a multi-family residential community consisting of five hundred (500) to one thousand (1,000) units with related infrastructure and amenities. HACFL agreed to construct a mixed-income community with at least forty percent (40%) of the units to be leased to households whose annual income does not exceed sixty percent (60%) of area median income and the affordable rents shall not exceed 120% of market rate rents for the metropolitan area of Fort Lauderdale/Broward County, Florida.

Since entering into the agreement, HACFL has worked with adjacent neighbors to address their concerns with the proposed development. Through that process, HACFL has approached the City to amend the agreement to add single-family and townhouse

housing in addition to multi-family development. Additionally, the deadlines for completing certain tasks and milestones and the date of closing have expired and the Housing Authority has provided new deadlines for completing certain milestones and for closing.

**Resource Impact**

There is no fiscal impact associated with this item.

**Strategic Connections**

This item is a FY 2024 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: Enable housing options for all income levels.

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

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

- The Neighborhood Enhancement Focus Area
- 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.

**Attachments**

Exhibit 1 – Contract for Sale and Purchase

Exhibit 2 – First Amendment

Exhibit 3 – Resolution

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Prepared by: Christopher Cooper, AICP, Director Development Services

Department Director: Christopher Cooper, AICP, Development Services

**FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE**

This First Amendment to Contract for Purchase and Sale (First Amendment) is to be effective as of August 24, 2023, by and between CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (Seller) and THE HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, established and organized pursuant to the Housing Authority Law F. S. 421.24 (1939) (Buyer).

RECITALS

WHEREAS, Seller and Buyer entered into a Contract for Sale and Purchase dated as of October 25, 2021 (Agreement);

WHEREAS, the Agreement required Closing to occur no later than 22 months from the date of the Agreement;

WHEREAS, due to circumstances beyond the control of the Buyer regarding the Intended Use, the Closing did not occur;

WHEREAS, Seller and Buyer desire to (1) extend the date for Closing to occur no later than 22 months from the date the last party executes this First Amendment (Effective Date), and (2) clarify the Intended Use, and (3) adjust compliance dates and confirm satisfied preclosing compliance.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **RECITALS**: The Recitals are incorporated herein.
2. **CLOSING**: The Closing shall occur no later than 22 months from the Effective Date of this First Amendment.
3. **INTENDED USE**: The Intended Use shall be a multi-family, and/or single family, and/or townhouse residential community. The remainder of paragraph 3 of the Agreement remains unchanged.
4. **TITLE AND SURVEY MATTERS**.
  - a. The title commitment shall be obtained no later than fifteen (15) business days after the Effective Date of this First Amendment.
  - b. Buyer shall obtain a survey within forty-five days from the Effective Date of this First Amendment.

5. INSPECTIONS: The Inspection Period has terminated. Buyer elects to proceed with this transaction beyond the Inspection Period. Paragraphs 5. b Entry and 6 remains in full force and effect.

6. PROPERTY INFORMATION: Buyer acknowledges receipt of Property Information within thirty (30) business days after the Effective Date of the Agreement.

7. APPROVALS: References in paragraph 9. APPROVALS to eighteen months shall be twenty-one months from the Effective Date of this First Amendment.

8. CLOSING: The Closing shall occur no later than twenty-two months from the Effective Date of this First Amendment at a location within the City of Fort Lauderdale to be designated by Seller. This paragraph shall supersede any contrary provision in paragraph 14. CLOSING of the Agreement.

9. MISCELLANEOUS:

a. Definitions. Capitalized terms used in this First Amendment that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

b. Partial Invalidity. If any term or provision of this First Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this First Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this First Amendment shall be valid and enforced to the fullest extent permitted by law.

c. No Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

d. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

e. Entire Agreement; No Other Modification. This First Amendment is the final expression of, and contains the entire agreement among, the parties hereto with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by each party hereto. Except as expressly modified by this First Amendment, all terms and conditions of the Agreement, together with any and all exhibits thereto, shall remain unmodified and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control.

f. Governing Law; Venue. The parties hereto expressly agree that this First Amendment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Florida. Any dispute arising under this First Amendment or the

documents referred to herein will be adjudicated exclusively in the courts of the State of Florida with venue in the jurisdiction.

g. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute a separate document but all of which together shall constitute one and the same agreement. Signature pages may be detached and reattached to physically form one document. A signature scanned and sent by facsimile and/or e-mail shall be binding as an original signature.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in their respective names on the dates set forth below.

Signed, sealed and delivered in the presence of:

[Signature]  
(Witness)

MICHAEL TADROS  
(Print name)

[Signature]  
(Witness)

Michelle Cardoso  
(Print name)

Date of Execution by Buyer: JULY 3, 2024

By: [Signature]

NAME: TAM A. ENGLISH

TITLE: EXECUTIVE DIRECTOR

("Buyer")

(SEAL) **OR**  
(SEAL) (corporation not for profit)

Date of Execution by Seller: July 19, 2024

**CITY OF FORT LAUDERDALE, a Florida municipal corporation**

By: [Signature]  
Dean J. Trantalis, Mayor

WITNESSES:

[Signature]  
ZACHARY E. DURANTO  
[Witness print or type name]

[Signature]  
Rebecca McLain  
[Witness print or type name]

By: [Signature]  
Susan Grant, Acting City Manager

(CORPORATE SEAL)

ATTEST:

For:   
David R. Soloman, City Clerk



APPROVED AS TO FORM AND  
CORRECTNESS:  
Thomas J. Ansbro, City Attorney

  
Lynn Solomon, Assistant City Attorney

[3872992]014083-20004v2

[446] 014083-20004



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

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Today's Date: 6/3/24

DOCUMENT TITLE: 1st Amendment to the Purchase & Sale Agreement Between Housing Authority of the city of Fort Lauderdale - and COFL - 4590 Peters Road

COMM. MTG. DATE: 7/2/2024 CAM #: 24-0627 ITEM #: CR-2 CAM attached:  YES  NO

Routing Origin: DSD Router Name/Ext: Chris Cooper 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: Sonias X5598 # of originals routed: 1 Date to CAO: 6/3/24

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: 6/3/24 Lynn Solomon  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber Cabrera/CMO Date: 07/05/24

4) City Manager's Office: CMO LOG #: JUL 10 Document received from: CCO 7/8/24

Assigned to: SUSAN GRANT  ANTHONY FAJARDO  LAURA REESE  BEN ROGERS

SUSAN GRANT as Acting City Manager

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

PER ACM: A. Fajardo \_\_\_\_\_ (Initial/Date) PER ACM: L. REESE \_\_\_\_\_ (Initial/Date)

B. Rogers \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 1 originals to  Mayor  CCO Date: 7/8/24

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 1 originals to: Sonia Sierra /CAO/ Ext. 5598

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to Sonias X5598