11. Topic: How is this moving so fast?

Why is this purchase moving so fast, and what has it cost taxpayers so far?

On July 30, a resident asked the City Manager for the redevelopment plan. He replied that it "would be foolhardy to expend time or resources on an exercise that may not even prove available." Then he added: “We incurred significant taxpayer resources simply to get to this stage of the discussion.”

What resources? The City's August 26 written answers say only that "preliminary discussions had already occurred."

Here is what happened before your August 5 vote. The City's appraisal was delivered on July 17. A "PSA Rough Initial Draft" was circulating by July 17. On July 28, the City Attorney asked our Chief Planning Officer, **“Why are we doing the due diligence prior to the PSA being agreed to by the parties?”** Her response was, “Because of the tight timeframe that would enable us to close on the property by their deadline”. A fuller draft followed on July 31, and then another draft was completed on August 4. Staff solicited a proposal for the survey from Keith and Associates on July 28. Also on July 28, our Chief Planning Officer reached out to Langan Engineering; the city received the firm’s environmental site assessment proposal on August 3. And on July 29, the State's Chief of Staff approved the term sheet.

After the vote, the pace picked up. Two days after the vote, on August 7, the surveyor sent the City a signed proposal. The environmental contract was signed on August 10. That same day, the City Manager requested that the first reading be moved up from October 7 to September 23. On August 12, the City Attorney approved the purchase agreement which City staff had been drafting and reviewing since July 17, and it went to the State on August 13.

On August 5, the City Manager said: “We are in a very time constrained process … given the time frame that we have with the state, remember the people we are working with will be out of office at the end of this calendar year.”

What has this purchase cost so far, in staff time, consultants, attorneys and the appraisal? **How much was already spent before you authorized due diligence spending on August 5?** And why is the City moving this fast on a vision the public still hasn't seen?

Re: Item 20

From: David Hebert (davidh@oaklandparkfl.gov)

To: wallisp@bellsouth.net

Cc: sierra.marrero@oaklandparkfl.gov; anaa@oaklandparkfl.gov; brado@oaklandparkfl.gov

Date: Thursday, July 30, 2026 at 07:59 AM EDT

Confirming receipt of your email. You must be thrilled about this opportunity! It really may prove a break thru for our city. Time will tell. With limited resources and personnel, it would be foolhardy to expend time or resources on an exercise that may not even prove available. We incurred significant tax payer resources simply to get to this stage of the discussion. If and only if the property is acquired, a process will be determined. It is likely though that we follow the pattern in the Sky and Horizon projects as they have both proved fruitful to us in redevelopment efforts. But thanks as always for your continued interest, support and encouragement of efforts to improve our City from east to west and north to south! Have a GREAT day!

On Jul 30, 2026, at 7:39 AM, Wallis Peterson <Wallisp@bellsouth.net> wrote:

CAUTION: This email originated from outside of the City of Oakland Park. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.

Good morning,

In reviewing the upcoming agenda, I see that item 20 concerns the purchase of the Career Source property on West OPB, but no information about the nature and intent of this redevelopment has been included. I am sure that we would not be making such a large investment without a specific plan in place. Would you please provide the details of this redevelopment plan before close of business tomorrow?

Thank you for your attention to this matter,
Wallis

From: Ana Alvarez <anaa@oaklandparkfl.gov>
Sent: Friday, July 17, 2026 12:16 PM
To: Renee Miller
Subject: RE: Incentive
Attachments: PSA Rough Initial Draft.docx

I need to update the new terms for CS and the fact that the lease will be assigned

---

From: Ana Alvarez
Sent: Friday, July 17, 2026 10:42 AM
To: 'Renee Miller' <reneem@rmcgllc.com>
Subject: RE: Incentive

From: Ana Alvarez
Sent: Friday, July 17, 2026 10:36 AM
To: Renee Miller <reneem@rmcgllc.com>
Subject: Incentive

I left the below chart yesterday outside your office.

City – The Development Agreement provides a City incentive of $68K annually. Based on the estimated tax exemption, the developer's annual property tax savings attributable to the City's ad valorem taxes are approximately $94,000. As a result, the developer will receive an estimated $26K more per year than the incentive contemplated under the Development Agreement.

County – The Development Agreement provides for an annual payment to the County equal to the County's share of the ad valorem taxes collected at $220,000 annually and a maximum of $1.1 million. Based on my preliminary calculations (which I expect to refine during the first week of August), the County's share of the ad valorem taxes before application of the exemption would have been approximately $220,000. After application of the exemption, the County's share will now be reduced to approximately $136K. As such, the annual payment from the County would be reduced by approximately $84k per year, because it is calculated based on the ad valorem taxes collected.

Language:on the County's ILA:

After completion of the Project and upon satisfactory review and approv documentation from City/CRA, County shall transfer to City/CRA an amou One Million One Hundred Thousand Dollars ($1,100,000.00), from the C tax revenue generated by the Project. This total amount will be installments, equal to County's share of ad valorem taxes in a give successive years, beginning when City/CRA meets all milestone and requirements included in this Exhibit A and County receives ad valor

CITY

	EXEMPTION	WITHOUT EXEMPTION	EXEMPTION IMPACT	INCENTIVE	DELTA BETWEEN EXEMPTION AND INCENTIVE	O
Taxable Property Value	$ 26,110,280	$ 42,707,220				
Divided by 1000	1,000	1,000				
Taxable Mills	26,110	42,707				
Multiply by Proposed Operating Millage Rate	5.6799	5.6799				
Estimated Property Tax	**$ 148,303.78**	**$ 242,572.74**	$ 94,268.96	$ 68,000.00	$ 26,268.96	$

COUNTY

	EXEMPTION	WITHOUT EXEMPTION	EXEMPTION IMPACT	INCENTIVE	DELTA BETWEEN EXEMPTION AND INCENTIVE	O
Taxable Property Value	$ 26,110,280	$ 42,707,220				
0.0051891						
Estimated Property Tax	**$ 135,488.85**	**$ 221,612.04**	$ 86,123.18	$ 220,000.00	$ (133,876.82)	$

WORKFORCE ONE PROPERTY
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date"), by and between the FLORIDA DEPARTMENT OF COMMERCE, an agency of the State of Florida ("Seller"), and the CITY OF OAKLAND PARK, FLORIDA, a Florida municipal corporation ("Purchaser").

RECITALS

WHEREAS, Seller owns certain real property located within the City of Oakland Park, Broward County, Florida, consisting of approximately five (5) acres and commonly known as the Workforce One Property, together with all improvements thereon and appurtenant rights associated therewith; and

WHEREAS, the Property consists of nine (9) parcels identified on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Purchaser desires to acquire the Property for public purposes, including economic development, workforce development, transportation-oriented development planning, housing initiatives, governmental purposes, and related municipal objectives; and

WHEREAS, Purchaser intends to conduct due diligence regarding the Property and thereafter determine appropriate long-term uses for the Property;

WHEREAS, Seller is willing to sell and Purchaser is willing to purchase the Property upon the terms and conditions set forth herein;

WHEREAS, the parties acknowledge that the City may evaluate future redevelopment opportunities for the Property following Closing, but nothing herein shall obligate the City to pursue any specific redevelopment project, development agreement, solicitation, or public-private partnership initiative.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Closing.
The consummation of the transaction contemplated by this Agreement.

1.2 Closing Date.
The date established pursuant to Article 15, which date shall occur on or before December 18, 2026, unless otherwise extended by written agreement of the parties.

1.3 Effective Date.
The date upon which the last party executes this Agreement and delivers an executed counterpart to the other party.

1.4 Earnest Money Deposit.
The deposit required pursuant to Article 5 in an amount equal to three percent (3%) of the Purchase Price.

1.5 Escrow Agent.
Goren, Cherof, Doody & Ezrol, P.A., or such other escrow agent mutually approved by the parties.

1.6 Inspection Period.
The ninety (90) day period commencing on the Effective Date during which Purchaser may conduct inspections, investigations, analyses, and reviews of the Property.

1.7 Permitted Exceptions.
Those title matters approved by Purchaser or otherwise deemed approved pursuant to this Agreement.

1.8 Property.
The real property described in Exhibit A together with:

(a) all improvements located thereon;

(b) all easements, rights-of-way, appurtenances and privileges benefiting the Property;

(c) all development rights, utility rights, and governmental entitlements owned by Seller and transferable by law;

(d) all surveys, studies, reports, environmental assessments, plans, specifications, engineering documents, and related materials relating to the Property and in Seller's possession or control;

(e) all assignable contracts, warranties, service agreements, and leases identified on Exhibit C.

1.9 Purchase Price.
Six Million Two Hundred Thousand Dollars ($6,200,000.00), subject to adjustments provided herein.

1.10 Seller Reports.
All reports, studies, environmental assessments, surveys, appraisals, engineering reports, inspections, plans, specifications, leases, licenses, contracts, and other documents relating to the Property that are in Seller's possession or control.

1.11 State Approval Requirements.
Any approvals, authorizations, consents, determinations, or actions required under Florida law or internal Department of Commerce procedures as conditions to conveyance of the Property.

ARTICLE 2
PURCHASE AND SALE

Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase the Property from Seller for the Purchase Price.

ARTICLE 3
PROPERTY DESCRIPTION

3.1 Included Property.

The Property consists of the following parcels:

[INSERT COMPLETE LEGAL DESCRIPTIONS]

Parcel ID 4942 29 29 0010
Parcel ID 4942 29 29 0020
Parcel ID 4942 29 29 0030
Parcel ID 4942 29 29 0031
Parcel ID 4942 29 29 0040
Parcel ID 4942 29 33 0010
Parcel ID 4942 29 33 0020
Parcel ID 4942 29 33 0021
Parcel ID 4942 29 33 0030

3.2 Conveyance.

Seller shall convey fee simple title to the Property by Special Warranty Deed, subject only to Permitted Exceptions.

ARTICLE 4
PURCHASE PRICE

4.1 Purchase Price.

The Purchase Price shall be Six Million Two Hundred Thousand Dollars ($6,200,000.00).

4.2 Appraisal.

Within fifteen (15) days following execution of this Agreement, Purchaser shall commission an independent appraisal of the Property.

In the event the appraisal indicates a value materially inconsistent with the Purchase Price and Purchaser determines that additional governmental approvals may be required pursuant to Section 166.045, Florida Statutes, the parties shall negotiate in good faith regarding appropriate modifications to this Agreement.

4.3 Credits and Adjustments.

The Purchase Price shall be adjusted by prorations, credits, and other adjustments expressly provided herein.

ARTICLE 5
EARNEST MONEY DEPOSIT

5.1 Deposit.

Within fifteen (15) days following the Effective Date, Purchaser shall deposit with Escrow Agent an amount equal to three percent (3%) of the Purchase Price.

5.2 Escrow Account.

The Deposit shall be maintained in an interest-bearing escrow account.

5.3 Refundability.

The Deposit shall remain fully refundable during the Inspection Period.

5.4 Application at Closing.

At Closing, the Deposit and all accrued interest shall be credited toward the Purchase Price.

ARTICLE 6
INSPECTION PERIOD AND DUE DILIGENCE

6.1 Inspection Rights.

Purchaser shall have ninety (90) days following the Effective Date to inspect and evaluate the Property.

6.2 Scope of Due Diligence.

Purchaser may perform:

(a) title review;

(b) survey review;

(c) environmental assessments;

(d) geotechnical investigations;

(e) zoning analyses;

(f) utility analyses;

(g) structural evaluations;

(h) leasing reviews;

(i) redevelopment feasibility analyses;

(j) appraisal reviews; and

(k) such other investigations as Purchaser deems appropriate.

6.3 Access.

Seller shall provide reasonable access to the Property during normal business hours upon reasonable advance notice.

6.4 Seller Reports.

Within ten (10) business days after the Effective Date, Seller shall provide Purchaser copies of all Seller Reports.

6.5 Termination During Inspection Period.

Purchaser may terminate this Agreement for any reason or no reason by written notice delivered prior to expiration of the Inspection Period.

Upon such termination:

(a) the Deposit shall be immediately returned to Purchaser;

(b) neither party shall have further obligations hereunder except those expressly surviving termination.

ARTICLE 7
SELLER DELIVERIES

Within ten (10) business days following the Effective Date, Seller shall provide to Purchaser all documents in Seller's possession or control relating to the Property, including:

(a) existing surveys;

(b) title policies;

(c) environmental reports;

(d) appraisals;

(e) engineering reports;

(f) utility information;

(g) leases and occupancy agreements;

(h) service contracts;

(i) maintenance records;

(j) governmental approvals;

(k) pending claims, notices, or violations;

(l) litigation information affecting the Property; and

(m) any other material information reasonably requested by Purchaser.

Seller shall continuously supplement such disclosures through Closing if additional documents become available.

ARTICLE 8
TITLE REVIEW AND SURVEY

8.1 Title Commitment.

Within thirty (30) days following the Effective Date, Purchaser shall obtain, at Purchaser's expense, a title insurance commitment issued by a title insurance company authorized to do business in the State of Florida (the "Title Commitment"), together with copies of all documents referenced therein.

8.2 Survey.

Purchaser may obtain an ALTA/NSPS Land Title Survey of the Property prepared by a Florida-licensed surveyor.

8.3 Title Objections.

Purchaser shall have until the later of (a) sixty (60) days following the Effective Date, or (b) fifteen (15) days following receipt of the Title Commitment and Survey, to deliver written notice of objections to title matters, survey matters, or other conditions affecting the Property ("Title Objections").

8.4 Seller's Right to Cure.

Seller shall have thirty (30) days following receipt of a Title Objection Notice to notify Purchaser whether Seller elects to cure the objection.

Seller shall be obligated to satisfy and discharge, at or before Closing:

(a) monetary liens created by Seller;

(b) judgments against Seller affecting the Property;

(c) mortgages or security interests created by Seller; and

(d) any title matter Seller expressly agrees to cure.

8.5 Failure to Cure.

If Seller elects not to cure a Title Objection or is unable to cure a Title Objection before Closing, Purchaser may:

(a) waive the objection and proceed to Closing; or

(b) terminate this Agreement and receive an immediate refund of the Deposit.

8.6 Permitted Exceptions.

All title matters approved or waived by Purchaser shall constitute Permitted Exceptions.

ARTICLE 9
SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser as of the Effective Date and as of Closing that:

9.1 Authority.

Seller has full power and authority to execute, deliver, and perform this Agreement, subject to any required State approvals.

9.2 Ownership.

Seller is the lawful owner of the Property and possesses the right to convey fee simple title as contemplated herein.

9.3 Litigation.

Except as disclosed in writing to Purchaser, there are no pending or threatened actions, suits, administrative proceedings, or investigations affecting the Property or Seller's ability to convey the Property.

9.4 Violations.

Seller has not received written notice of any unresolved violations of applicable laws, regulations, codes, ordinances, or governmental requirements affecting the Property.

9.5 Leases and Occupancy.

Seller has disclosed all leases, licenses, occupancy agreements, and possessory interests affecting the Property.

9.6 Contracts.

Seller has disclosed all material contracts affecting the ownership, operation, maintenance, or occupancy of the Property.

9.7 Condemnation.

Seller has not received written notice of any pending or threatened condemnation, eminent domain proceeding, roadway project, utility acquisition, or governmental taking affecting the Property.

9.8 Accuracy of Information.

To Seller's knowledge, all information delivered to Purchaser pursuant to this Agreement is materially accurate and complete.

9.9 Survival.

The representations and warranties contained herein shall survive Closing for a period of twelve (12) months.

ARTICLE 10
ENVIRONMENTAL MATTERS

10.1 Environmental Representation.

To Seller's knowledge, no hazardous substances have been generated, stored, released, discharged, disposed of, or otherwise located upon the Property in violation of applicable Environmental Laws.

10.2 Environmental Reports.

Seller shall provide all environmental reports, assessments, studies, permits, notices, and correspondence relating to environmental conditions affecting the Property.

10.3 Purchaser's Environmental Review.

Purchaser may conduct such environmental investigations as Purchaser determines appropriate during the Inspection Period.

10.4 Environmental Indemnification.

Seller shall indemnify and hold harmless Purchaser from claims, liabilities, damages, penalties, costs, and expenses arising from:

(a) environmental conditions existing prior to Closing;

(b) violations of Environmental Laws occurring prior to Closing; and

(c) remediation obligations attributable to activities occurring prior to Closing,

except to the extent caused by Purchaser or its agents.

10.5 Survival.

The provisions of this Article shall survive Closing.

ARTICLE 11
PURCHASER REPRESENTATIONS

Purchaser represents and warrants that:

11.1 Organization.

Purchaser is a duly organized and existing Florida municipal corporation.

11.2 Authority.

Purchaser possesses authority to enter into this Agreement and to perform its obligations hereunder, subject to applicable governmental approvals.

11.3 No Conflict.

Execution and performance of this Agreement will not violate any agreement or legal obligation binding upon Purchaser.

11.4 Independent Evaluation.

Purchaser acknowledges that it is undertaking its own investigations and evaluations regarding the Property.

11.5 Sovereign Immunity.

Nothing contained herein shall be construed as a waiver of Purchaser's sovereign immunity pursuant to Section 768.28, Florida Statutes.

ARTICLE 12
CAREERSOURCE BROWARD OCCUPANCY AND LEASE

12.1 Intent.

The parties acknowledge that CareerSource Broward currently occupies portions of the Property and provides important workforce development services benefiting residents of Broward County and the City.

12.2 Replacement Lease.

As a condition of Closing, Purchaser shall negotiate and enter into a replacement lease agreement with CareerSource Broward.

12.3 Required Terms.

The replacement lease shall provide, at a minimum:

(a) occupancy rights substantially similar to existing occupancy arrangements;

(b) rental rates generally consistent with current rates;

(c) an initial term of eighteen (18) months following Closing; and

(d) such additional provisions as may be mutually acceptable to Purchaser and CareerSource Broward.

12.4 Extension Rights.

If, at the expiration of the initial eighteen (18) month term, Purchaser has not entered into a binding public-private partnership development agreement affecting the occupied premises, the replacement lease may provide for month-to-month extensions upon mutually acceptable terms.

12.5 Cooperation.

Seller shall reasonably cooperate with Purchaser and CareerSource Broward in facilitating an orderly transition to the replacement lease arrangement.

12.6 Failure to Reach Lease Agreement.

If Purchaser and CareerSource Broward are unable to agree upon a replacement lease prior to Closing, Purchaser may:

(a) waive this condition and proceed to Closing; or

(b) extend Closing for up to sixty (60) days to complete lease negotiations; or

(c) terminate this Agreement and receive a refund of the Deposit.

ARTICLE 13
STATE APPROVALS

13.1 Seller Approvals.

Seller's obligations under this Agreement shall be subject to obtaining all approvals, authorizations, consents, determinations, and actions required by applicable law and the internal procedures of the Florida Department of Commerce and any other governmental authority having jurisdiction over the disposition of the Property.

13.2 Cooperation.

Purchaser shall reasonably cooperate with Seller in obtaining any required approvals; provided, however, that Purchaser shall not be required to incur material expense or assume additional obligations not expressly contemplated by this Agreement.

13.3 Failure to Obtain Approval.

If any required State approval is denied, withdrawn, or cannot be obtained despite Seller's diligent efforts, either party may terminate this Agreement upon written notice, whereupon the Earnest Money Deposit shall be returned to Purchaser and neither party shall have any further obligation except those expressly surviving termination.

13.4 No Waiver of Governmental Authority.

Nothing contained herein shall be construed as limiting the authority of any governmental body, board, commission, agency, or official exercising regulatory, legislative, or administrative powers.

ARTICLE 14
CONDITIONS PRECEDENT TO CLOSING

14.1 Purchaser Conditions.

Purchaser's obligation to close shall be conditioned upon satisfaction or waiver of the following conditions:

(a) expiration of the Inspection Period without termination;

(b) approval of title and survey matters;

(c) accuracy of Seller's representations and warranties in all material respects;

(d) Seller's performance of all obligations required under this Agreement;

(e) receipt of all Seller Deliveries;

(f) satisfaction of State Approval Requirements;

(g) absence of any material adverse change affecting the Property;

(h) receipt of a Special Warranty Deed conveying fee simple title subject only to Permitted Exceptions; and

(i) satisfaction of all conditions otherwise contained herein.

14.2 Seller Conditions.

Seller's obligation to close shall be conditioned upon:

(a) Purchaser's performance of its obligations under this Agreement;

(b) availability of funds necessary to complete the acquisition; and

(c) accuracy of Purchaser's representations and warranties in all material respects.

14.3 Waiver.

Any condition may be waived only by the party for whose benefit such condition exists.

ARTICLE 15
RISK OF LOSS; CASUALTY; CONDEMNATION

15.1 Risk of Loss.

All risk of loss, damage, destruction, or casualty affecting the Property shall remain with Seller until Closing.

15.2 Casualty.

If the Property is materially damaged by fire, hurricane, flood, or other casualty prior to Closing, Purchaser may:

(a) terminate this Agreement and receive a refund of the Deposit; or

(b) proceed to Closing and receive all insurance proceeds attributable to such casualty.

15.3 Condemnation.

If any portion of the Property becomes subject to condemnation, eminent domain, roadway acquisition, utility acquisition, or governmental taking prior to Closing, Purchaser may:

(a) terminate this Agreement and receive a refund of the Deposit; or

(b) proceed to Closing and receive all awards, compensation, settlements, and proceeds relating thereto.

ARTICLE 16
CLOSING

16.1 Closing Date.

Closing shall occur on or before December 18, 2026, unless extended by mutual written agreement.

16.2 Closing Location.

Closing shall occur through Escrow Agent, by mail, electronic transmission, remote closing procedures, or other mutually acceptable means.

16.3 Seller Deliveries at Closing.

At Closing, Seller shall deliver:

(a) Special Warranty Deed;

(b) Bill of Sale for transferable personal property, if any;

(c) Assignment of contracts, if applicable;

(d) Assignment of warranties, if applicable;

(e) FIRPTA Affidavit, if required;

(f) Seller's closing affidavit;

(g) evidence of authority;

(h) possession of the Property, subject to approved occupancy arrangements; and

(i) such other documents reasonably necessary to consummate Closing.

16.4 Purchaser Deliveries at Closing.

At Closing, Purchaser shall deliver:

(a) the Purchase Price, subject to adjustments;

(b) evidence of authority;

(c) closing documents reasonably required by Escrow Agent; and

(d) such other documents necessary to consummate Closing.

16.5 Possession.

Possession of the Property shall be delivered to Purchaser at Closing, subject only to Permitted Exceptions and approved occupancy arrangements.

ARTICLE 17
CLOSING COSTS; PRORATIONS

17.1 Purchaser Costs.

Purchaser shall pay:

(a) title insurance premiums;

(b) survey costs;

(c) recording fees;

(d) Escrow Agent fees allocated to Purchaser; and

(e) Purchaser's legal and consulting fees.

17.2 Seller Costs.

Seller shall pay:

(a) costs associated with satisfying Seller liens and encumbrances;

(b) Escrow Agent fees allocated to Seller;

(c) Seller's legal and consulting fees; and

(d) costs associated with preparation of Seller conveyance documents.

17.3 Prorations.

Real estate taxes, utility charges, assessments, rents, and other operating revenues and expenses shall be prorated as of 11:59 p.m. on the day preceding Closing.

17.4 Survival.

The provisions of this Article shall survive Closing.

ARTICLE 18
POST-CLOSING DELIVERIES AND TRANSITION

18.1 Additional Documents.

Following Closing, each party shall execute and deliver such additional documents as may be reasonably necessary to carry out the intent of this Agreement.

18.2 Transfer of Records.

Seller shall deliver all Property-related records not previously delivered to Purchaser.

18.3 Cooperation Covenant.

Following Closing, Seller shall reasonably cooperate with Purchaser regarding historical information, property records, grant information, environmental records, and redevelopment planning matters.

18.4 No Development Obligation.

The parties acknowledge that Purchaser may evaluate future redevelopment opportunities for the Property. Nothing contained herein shall obligate Purchaser to issue a solicitation, select a developer, approve a development proposal, enter into a development agreement, construct improvements, or pursue any particular redevelopment strategy.

18.5 Survival.

The provisions of this Article shall survive Closing

ARTICLE 19
DEFAULT AND REMEDIES

19.1 Seller Default.

Seller shall be deemed in default if Seller fails to perform any material obligation under this Agreement and such failure continues for thirty (30) days after written notice from Purchaser; provided, however, that if such default cannot reasonably be cured within thirty (30) days and Seller commences cure within such period and diligently pursues same, Seller shall have an additional reasonable period not to exceed sixty (60) days to complete the cure.

19.2 Purchaser Remedies.

Upon Seller Default, Purchaser may elect one or more of the following remedies:

(a) terminate this Agreement and receive an immediate return of the Earnest Money Deposit together with accrued interest;

(b) pursue specific performance if legally available;

(c) recover actual damages to the extent permitted by law; or

(d) pursue any other remedy available at law or in equity.

19.3 Purchaser Default.

Purchaser shall be deemed in default if Purchaser fails to perform a material obligation under this Agreement and such failure continues for thirty (30) days following written notice from Seller.

19.4 Seller Remedies.

Upon Purchaser Default, Seller's sole and exclusive remedy shall be retention of the Earnest Money Deposit as liquidated damages, whereupon this Agreement shall terminate and neither party shall have further obligations except those expressly surviving termination.

19.5 Limitation.

Neither party shall be liable to the other for consequential, punitive, speculative, or special damages arising from a breach of this Agreement.

ARTICLE 20
PUBLIC RECORDS

20.1 Public Records Acknowledgment.

The parties acknowledge that Purchaser is subject to Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution.

20.2 Disclosure.

Documents and materials relating to this Agreement may constitute public records subject to disclosure unless exempt under applicable law.

20.3 Cooperation.

The parties shall reasonably cooperate in responding to lawful public records requests relating to this transaction.

20.4 Confidential Information.

To the extent either party claims that any information is exempt from disclosure, such party shall identify the applicable exemption and cooperate with the receiving party regarding any public records request.

ARTICLE 21
AUDIT RIGHTS AND RECORD RETENTION

21.1 Retention of Records.

Seller shall maintain records relating to ownership, operation, maintenance, leasing, environmental matters, and disposition of the Property for a period of not less than five (5) years following Closing, or such longer period as required by law.

21.2 Audit Rights.

Purchaser and its authorized representatives shall have reasonable access to records relating to the Property for audit, compliance, grant administration, historical review, or redevelopment planning purposes.

21.3 Cooperation.

Seller shall reasonably cooperate with Purchaser in locating and providing historical Property records following Closing.

21.4 Survival.

The provisions of this Article shall survive Closing.

ARTICLE 22
NOTICES

22.1 Notices.

All notices, approvals, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered when:

(a) personally delivered;

(b) deposited with a nationally recognized overnight delivery service;

(c) transmitted by electronic mail with confirmation of receipt; or

(d) deposited in the United States Mail, certified mail, return receipt requested.

22.2 Seller Notice Address.

Florida Department of Commerce
[INSERT ADDRESS]
Attention: [INSERT TITLE]

with a copy to:

[INSERT COUNSEL]

22.3 Purchaser Notice Address.

City of Oakland Park
3650 NE 12th Avenue
Oakland Park, Florida 33334

Attention: City Manager

with copies to:

City Attorney
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, Florida 33334

22.4 Change of Address.

Either party may change its notice address by written notice provided pursuant to this Article.

ARTICLE 23
MISCELLANEOUS PROVISIONS

23.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

23.2 Venue.

Venue for any action arising from this Agreement shall lie exclusively in Broward County, Florida.

23.3 Time of Essence.

Time is of the essence with respect to all obligations contained herein.

23.4 Assignment.

Purchaser may not assign this Agreement without Seller's consent, except to a governmental entity, community redevelopment agency, public agency, or affiliated governmental instrumentality controlled by Purchaser.

23.5 Further Assurances.

Each party shall execute and deliver such additional documents and instruments as may be reasonably required to effectuate the purposes of this Agreement.

23.6 No Third-Party Beneficiaries.

Nothing contained herein shall create rights in any person or entity not a party to this Agreement.

23.7 Interpretation.

This Agreement shall be construed neutrally and shall not be interpreted against either party as the drafter.

23.8 Severability.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23.9 Headings.

Article and section headings are for convenience only and shall not affect interpretation.

ARTICLE 24
SOVEREIGN IMMUNITY

24.1 Reservation.

Nothing contained in this Agreement shall be deemed or construed as a waiver of sovereign immunity by Purchaser or Seller beyond the limits established by applicable law.

24.2 Limitation.

No provision of this Agreement shall be interpreted as increasing the liability of either governmental entity beyond that permitted by Florida law.

ARTICLE 25
ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

25.1 Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, proposals, letters of intent, term sheets, and understandings relating to the Property.

25.2 Amendments.

This Agreement may be amended only by a written instrument executed by both parties.

25.3 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one instrument.

25.4 Electronic Signatures.

Electronic signatures and electronically transmitted counterparts shall be deemed originals and shall be fully enforceable.

25.5 Effective Date.

The Effective Date shall be the date upon which the last party executes this Agreement and delivers an executed counterpart to the other party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the Effective Date.

SELLER:

FLORIDA DEPARTMENT OF COMMERCE

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency:

Office of General Counsel

PURCHASER:

CITY OF OAKLAND PARK,
a Florida municipal corporation

By: _____

Name: _____

Title: City Manager

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Property consists of approximately 4.95 acres and includes the following parcels:

Parcel ID No. 4942 29 29 0010

Parcel ID No. 4942 29 29 0020

Parcel ID No. 4942 29 29 0030

Parcel ID No. 4942 29 29 0031

Parcel ID No. 4942 29 29 0040

Parcel ID No. 4942 29 33 0010

Parcel ID No. 4942 29 33 0020

Parcel ID No. 4942 29 33 0021

Parcel ID No. 4942 29 33 0030

[INSERT COMPLETE LEGAL DESCRIPTIONS PRIOR TO EXECUTION]

EXHIBIT B

WORKFORCE ONE PROPERTY MAP

[INSERT LOCATION MAP]

[INSERT AERIAL PHOTOGRAPH]

[INSERT PARCEL BOUNDARY MAP]

[INSERT SITE EXHIBIT IDENTIFYING ALL NINE PARCELS]

EXHIBIT C

OCCUPANCY, LEASE, AND CONTRACT SCHEDULE

1. CAREERSOURCE BROWARD

Occupant:
CareerSource Broward

Premises:
[INSERT DESCRIPTION]

Current Occupancy Arrangement:
[INSERT SUMMARY OF EXISTING LEASE OR OCCUPANCY AGREEMENT]

Current Rental Rate:
[INSERT RATE]

Current Term:
[INSERT TERM]

Special Provisions:
[INSERT SUMMARY]

2. SERVICE CONTRACTS

The following contracts affecting the Property have been disclosed by Seller:

[INSERT CONTRACT LIST]

3. LICENSES AND OCCUPANCY AGREEMENTS

The following licenses, permits, occupancy agreements, or use agreements affect the Property:

[INSERT LIST]

4. PROPERTY REPORTS

Seller has delivered or shall deliver the following reports:

Environmental Reports

Surveys

Appraisals

Engineering Reports

Utility Information

Maintenance Records

Governmental Correspondence

Other Property-Related Studies

5. REPLACEMENT LEASE REQUIREMENT

Following Closing, Purchaser and CareerSource Broward shall negotiate and enter into a replacement lease consistent with Article 12 of this Agreement.

NOTES TO CONSIDER:

Options for CareerSource:

Alternative A – New Lease (included in Agreement

At Closing:

- Existing lease terminates by mutual agreement.
- City enters a replacement lease with CareerSource Broward.
- New lease honors existing rental rates and material economic terms for 18 months.
- Month-to-month extension option if no P3 redevelopment agreement has been executed.
- Why this is included as a first option:
    - Commerce may not want continuing obligations under the existing lease after conveyance.
    - The City gains complete control of the landlord relationship.
    - It aligns with the term sheet language that specifically states the City "will enter into a lease agreement" with CareerSource Broward.

Alternative B – Assignment

Seller assigns all landlord rights under the existing CareerSource lease to the City at Closing.

- **Seller Knowledge Qualifier Definition**
    - Define whose knowledge within Commerce is relevant.
    - Prevents disputes over statewide agency knowledge.
- **Environmental Cap**
    - Commerce may resist an unlimited environmental indemnity.
    - A negotiated cap or survival period may ultimately be necessary.

Include then:

- Knowledge definition for Seller representations.
- Environmental indemnity survival period (currently indefinite).

Other

- Special Warranty Deed form (add as Exhibit D if desired).
- Section 166.045 appraisal compliance language once the appraisal process is confirmed.

- Commerce disposition authority language once Commerce identifies the applicable statutory approval process.
- CareerSource lease form (ultimately should become an exhibit once terms are negotiated).
- City Commission approval recital and authorization clause if desired.
-

Separate Discussion Language (Not in Main Draft Yet)

- **E-Verify / Anti-Boycott Provision – if required by State**
    - Seller and Purchaser each represent that they will comply with all applicable requirements of Florida law relating to E-Verify and any state-mandated certification requirements applicable to governmental contracts. Upon request, each party shall provide such certifications as may be required by applicable law at Closing.
- And:
- To the extent required by Florida law, the parties shall execute any certifications concerning prohibited boycotts, scrutiny companies, or other matters required as a condition of contracting with a governmental entity.

Appropriation / Non-Appropriation

- Because the City intends to close with available acquisition funds, I would not place a broad non-appropriation clause in the PSA unless requested by the City Attorney.
- Discussion version:
- Notwithstanding anything contained herein, Purchaser's obligation to close remains subject to the lawful appropriation and availability of funds by the City Commission. In the event legally available funds are not appropriated for the acquisition, Purchaser may terminate this Agreement and receive a return of the Earnest Money Deposit.

From: Ana Alvarez <anaa@oaklandparkfl.gov>
Sent: Tuesday, July 28, 2026 9:26 AM
To: Renee Miller
Subject: FW: Commerce item - UPDATED

From: Ana Alvarez
Sent: Tuesday, July 28, 2026 9:03 AM
To: 'Donald J. Doody' <DDoody@gorencherof.com>
Cc: Melissa Augustin <MAugustin@gorencherof.com>
Subject: RE: Commerce item - UPDATED

Hi DJ,

Because of the tight timeframe that would enable us to close on the property by their deadline.

Proposed City Approval Schedule

- **August 5, 2026** – City Commission consideration of a Resolution authorizing negotiation of the Purchase and Sale Agreement, establishing the framework and consensus for the negotiated business terms.
- **August 6 – September 1, 2026** – Drafting of the Purchase and Sale Agreement and completion of the City's due diligence activities.
- **September 18, 2026** – Publication of the required notice for the proposed property acquisition and finalization of supporting documents.
- **September 30, 2026** – Publication of the October 7 City Commission agenda.
- **October 7, 2026** – Purchase and Sale Agreement Ordinance – First Reading.
- **October 21, 2026** – Purchase and Sale Agreement Ordinance – Second Reading.
- **October 22 – November 25, 2026** – Completion of remaining due diligence items and closing preparations.
- **December 18, 2026** – Closing.

From: Donald J. Doody <DDoody@gorencherof.com>
Sent: Tuesday, July 28, 2026 9:01 AM
To: Ana Alvarez <anaa@oaklandparkfl.gov>
Cc: Melissa Augustin <MAugustin@gorencherof.com>
Subject: RE: Commerce item - UPDATED

Good morning Ana,
Why are we doing the due diligence prior to the PSA being agreed to by the parties?

Donald J. Doody

GOREN CHEROF DOODY & EZROL P.A.
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5027 | (561) 276-9400 x 5027 | Fax: (954) 771-4923
Email: DDoody@gorencherof.com

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From: Ana Alvarez <anaa@oaklandparkfl.gov>
Sent: Tuesday, July 28, 2026 8:31 AM
To: Donald J. Doody <DDoody@gorencherof.com>
Cc: Melissa Augustin <MAugustin@gorencherof.com>
Subject: Commerce item - UPDATED

Good morning DJ,

Hope all is well.

The Commerce item has been entered into the agenda system, but I wanted to check with you on how best to include expenditure authority for the due diligence services, such as environmental assessments, surveys, and other related professional services.

Because the size and complexity of the property may cause individual procurements to exceed the $25,000 threshold established by the City's Purchasing Code, and because the City Commission will not meet again until September, it would be helpful to include Commission authorization to procure these services and expend the necessary funds as part of this item.

Below is the proposed title, recommendation and description.

Agenda Item Title: Resolution of Support Authorizing City Staff to Negotiate the Potential Acquisition of Real Property from the State of Florida, Department of Commerce, and Authorizing Procurement of Due Diligence Professional Services

Description to include in the agenda item:

In order to complete the due diligence necessary to evaluate the potential acquisition of the properties while negotiations are underway, the City will need to obtain professional services, including, but not limited to, boundary and topographic surveys, environmental site assessments, title and related due diligence reports.

Due to the size and complexity of the properties, the cost of one or more of these professional services may individually exceed the $25,000 purchasing threshold established by the City's Purchasing Code. Accordingly, staff is requesting that the City Commission authorize the procurement of these due diligence professional services and the expenditure of funds necessary to complete the due diligence process prior to presentation of a Purchase and Sale Agreement for the City Commission's consideration.

Recommendation

The City Manager is authorized to procure and execute agreements for due diligence professional services necessary to evaluate the potential acquisition of the Property, provided such services are within the budget authorized by this Resolution.

Please let me know what you think and am available to get on a call.

Thank you!

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From: David Hebert <davidh@oaklandparkfl.gov>
Sent: Monday, August 10, 2026 6:35 AM
To: Renee Miller
Cc: Ana Alvarez; Sierra Marrero; Robin Butler
Subject: Commerce

Renee-
Thanks. I thought things went as well as could be expected last week. Note the heavy lift: getting thru lease terms, due diligence and outlining development plan. Ana seems (as always) to have things well in hand. I would like to plan on bringing the first reading of the P&S the second meeting in September. (23rd) provided you are available. At the meeting in addition to P&S I would like to update them on lease terms and status of due diligence as well as outline the plan to seek to prequalify developers who may be interested and explain the plan to be open about accepting development plans with as few "requirements" as possible. We need to stress that while Live Local may make people anxious, it provides significant financial advantages for the developer while allowing the city to "control" the elements of the development as we are the owners of the property — a win-win for developers. As to the food dessert matter, we need to stress two things: grocery stores are for-profit entities and any "business"—grocery store, restaurant, retail, residential, etc. needs to be financially self sufficient or the development will not be financially viable. If the "Proposals" from prequalified bidders provide for "advantages" for the city (park space, food court, museum, etc.) that would be part of the consideration for the Commission to assess (maybe they take less for the sale for example). The question will be what "value" to put on the "advantage." But that last issue, I think we need to leave fluid and see what proposals are received and what the Commission wants us to negotiate. This last issue may be problematic though as we will need some sense of where the Commission stands on what they deem "advantageous" to the city and how much they are willing to "pay" for the advantage(s). Good for thought. Check with AI. Put together some suggestions for a plan. Let's schedule a conference call for next week Tuesday or Wednesday.

Also Ana, make sure Paul Lambert is in the loop as his counsel will be helpful.

Thanks.