DEVELOPMENT AGREEMENT

BROWARD COUNTY COMMISSION
DEPUTY CLERK 1923
#4, 19 Pages

Exhibit 9

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered this 7th day of February, 2007 by and between **THE VILLAGE AT GULFSTREAM PARK, LLC** (the **"Developer"**) whose mailing address is 901 South Federal Highway, Hallandale Beach, Florida 33009, and the **CITY OF HALLANDALE BEACH**, a municipal corporation of the State of Florida, whose mailing address is 400 South Federal Highway, Hallandale Beach, Florida 33009 (the "**City**").

W I T N E S S E T H:

WHEREAS, Gulfstream Park Racing Association, Inc., is the (the **"Owner"**) of that property located in the City of Hallandale Beach consisting of approximately 60.8 acres located at the southeast corner of Hallandale Beach Boulevard and Federal Highway, more particularly described on Exhibit "A" attached hereto (the "**Property**"); and

WHERAS, the Developer is The Village at Gulfstream Park, LLC. (hereinafter referred to as "**Developer**"); and

WHEREAS, the **Developer** desires to develop the Property for construction of a Development of Regional Impact (DRI) and a Planned Local Activity Center ("PLAC") on the Property, with the permitted uses identified in paragraph 2 of this agreement (the "**Proposed Development**"); and

WHEREAS, the **Owner** submitted an application to the **City** for the DRI on May 14, 2004, which was found sufficient for review pursuant to Section 380.06, Florida Statutes, by the South Florida Regional Planning Council on January 18, 2006, and which issued its staff report on June 5, 2006; and

WHEREAS, the **City** has prepared an amendment to its Comprehensive Plan to create a new land use category, the Local Activity Center (the "LAC"), which land use category was approved on first reading by the **City** Commission on May 18, 2004 and on second reading on November 6, 2006; and

WHEREAS, the **City** has prepared a new zoning district, Planned Local Activity Center (the "PLAC"), to implement the LAC land use category for the purpose of allowing mixed use development in an urban setting that is focused on transit corridors; and the proposed PLAC was reviewed by the City of Hallandale Beach Planning and Zoning Board on May 3, 2006, which recommended its approval, and the **City** Commission approved the new zoning district on November 6, 2006; and

WHEREAS, the **Owner** has applied to the **City** for the rezoning of the Property to the PLAC zoning designation, and the proposed PLAC rezoning was reviewed by the City of Hallandale Beach Planning and Zoning Board on May 3, 2006, which recommended its approval, and the City Commission approved the rezoning of the Property on November 6, 2006; and

WHEREAS, the development of property under the PLAC zone requires, at Section 32-179(n), that the development be governed by a Development Agreement; and

WHEREAS, the **City**, and the **Developer** desire to enter into this Agreement to provide for the terms and conditions upon which the Property can be developed in accordance with the PLAC rezoning; and

WHEREAS, the proposed Village at Gulfstream Park Development of Regional Impact is located wholly within the City of Hallandale Beach, Broward County, Florida; and

WHEREAS, the City has considered and adopted a development order approving the proposed Village at Gulfstream Park Development of Regional Impact on November 6, 2006; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitations. The recitations set forth above are true and correct are incorporated herein by this reference.

2. Permitted Uses. The Property may be developed with those uses permitted in the Planned Local Activity Center (PLAC) zoning district as of the date of this Agreement, as follows:

Residential:	1,500 multifamily dwelling units
Hotel:	500 keys
Retail:	750,000 square feet GLA
Office:	140,000 square feet GFA
Movie Theater:	2,500 seats

3. Parking and Dimensional Requirements. The development of the Property with the permitted uses shall be in accordance with the parking requirements, setbacks, heights, landscaping and other site development standards set forth in the Conceptual Site Plan and Design Guidelines (hereby incorporated herein by reference a copy of which is maintained by the City Clerk's Office) and the City Code of Ordinances.

4. **Special Conditions**. The Developer, its successors and assigns, shall comply with the conditions set forth in Exhibit "B" hereto, unless otherwise agreed to be waived by the City Manager. It is further understood and agreed that failure to fulfill any provision of this Agreement, or the conditions of zoning approval, may result in non-issuance of other regulatory approvals with respect to the Proposed Development, as applicable pursuant to Exhibit "B," until such time as all conditions or this Agreement are complied with, and that the City shall not be liable for any direct, indirect and/or consequential damages claimed for such non-issuance.

5. **Controlling Documents**. The Planned Local Activity Center (PLAC) Conceptual Site Plan and Design Guidelines and Development of Regional Impact (DRI) Development Order (hereby incorporated herein by reference a copy of which is maintained by the City Clerk's Office). This Agreement, the PLAC Conceptual Site Plan, the Design Guidelines, and the DRI Development Order shall be the Controlling Documents. There shall be strict adherence to this Agreement, subject to minor modification by the City Manager in accordance with the procedures set forth in the City's Zoning and Land Development Code or to provide relief from the literal terms of this Agreement in order to achieve the goals contemplated under this Agreement. In the event that the Conceptual Site Plan and Design Guidelines or any portion thereof is found to be in conflict with this Agreement, this Agreement shall control. In no event shall this Development Agreement supersede the requirements of the DRI Development Order; furthermore, the Parties acknowledge that Paragraph 6 of this Agreement is not in conflict with Paragraph 16 of the Development Order and thus remains effective. Developer recognizes that failure to develop the Property in accordance with the Controlling Documents, as they may be amended from time to time with the approval of the City, shall divest the Developer of the right to proceed under the PLAC zoning or DRI Development Order.

6. **Contributions to Affordable Housing.** Developer, as a measure of good will, has proposed to accelerate the first phase of affordable housing development (60 units, located off-site) irrespective of the timing of the first market rate residential development on the village at Gulfstream Park Project. The Commitment is contingent upon the following conditions:

1. A site of approximately 2 acres suitable to accommodate a minimum of 60 units is made available for development by the City, or conveyed to the Developer at a discounted cost to be negotiated at the time. Within six (6) months of signing the Development Agreement, the Developer will provide the City plans and a schedule for the Development of Affordable Housing. The land must be free of liens, environmental hazards and must be zoned with adequate density (and platted if necessary) as required to accommodate the contemplated development.

2. The City will work with the Developer to mitigate costs associated with the development of the Affordable Housing Project. The City will follow all Ordinances to achieve this.

3. The City shall agree to expedite and facilitate all required approvals.

4. The City shall agree to use commercially reasonable efforts to assist the Developer in order to seek applicable funding sources including but not limited to, grants, the First Time Homebuyer loans for residents, and the Community Workforce Housing Innovation Police Program (CWHIP).

5. The City Manager may, in the exercise of reasonable judgment, extend the scheduled completion of the affordable housing project in consideration of unforeseen delays or other circumstances affecting completion. The City Manager will notify the City Commission of any delays and provide sufficient justification as to the granting of the extension and why the delays occurred. Based upon the above conditions, the Developer will agree to construct the minimum 60 unit affordable housing development in accordance with the following schedule:

   a. Substantial completion within three years of acquisition by the Developer of a site meeting the above conditions, provided that the three year period shall not commence until The Village at Gulfstream Park project has been approved and Developer commences construction of Phase I of the Project.

7. **Building Permits and Certificates of Occupancy**. The City agrees to issue to the Developer, upon approval of the Major Development Plan application, all required building permits, approvals or other required permits and Certificates of Occupancy for the construction, use and occupancy of the Proposed Development, subject to Developer's compliance with all applicable codes, ordinances, regulations, the Major Development Plan and this Agreement.

8. **Fees**. The Developer shall pay a $29,000 fee to the City, within sixty (60) days of the execution of this Development Agreement for the City's cost of processing the Development of Regional Impact (DRI), Planned Local Activity Center (PLAC), Local Activity Center (LAC), and Land Use Plan Amendment (LUPA) approvals for the Project consistent with the City Fee Schedule in effect September 30, 2006.

9. **Enhancement of Local Employment.** In addition to the Minority Business Enterprise (MBE) and Small Business Enterprise (SBE) requirements contained in

Section 4, paragraph 7 of the Development Order, the Developer shall implement and/or invest in existing programs to provide services such as resume writing, interview training, and job fairs to enhance the probability that residents of the City shall obtain jobs created by the development of the project. These programs shall be designed so that the percentage of the minority population within the City is considered, for both employment and contracting opportunities, to the extent minority applications are submitted, in equal proportion to the number of jobs open for hiring at the entry level, managerial, supervisory, and in any other positions, unless there is a bona fide occupational qualification requiring a distinct and unique employment expertise which a minority applicant does not possess. Developer shall make these programs available to the Project tenants and encourage their participation. The Developer shall provide quarterly written reports to the City Manager concerning the goals, objectives, details, and implementation of the goals identified in this paragraph to include identification of businesses and residents who have participated in Developer sponsored programs and subsequent employment and contracting. Reports shall be in substantially the same form as the report attached as Exhibit C.

10. Community Development District. The City hereby agrees to cooperate in the creation of a Community Development District ("CDD") for the Property in accordance with the provisions of Chapter 190, Florida Statutes, since the financial feasibility and the commencement of the Project, including the corresponding obligations herein, rely upon the successful creation of the CDD for the purposes contemplated by the Developer. Any ad valorem rate established by the CDD will be independent of the ten (10) mills allowed by law to the City and shall not exceed three (3) mills. Accordingly, within thirty (30) days of the submission of a petition by the Developer to the City requesting its creation, the City shall initiate the process to establish the CDD.

11. Release or Modification. Any amendment to this Agreement shall not be approved unless all parties subject to this Agreement agree to the amendment and such amendment is incorporated into the Agreement. All amendments not requiring City Commission approval shall be subject to the final approval by the City Manager on behalf of the City.

12. Binding Effect. This Agreement shall be recorded in the Public Records of Broward County, Florida, and the provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

13. Breach of Agreement. In the event that the Developer has materially breached the Agreement, the Developer shall commence to cure the breach within thirty (30) days of notice by the City, unless this time is extended by the City Manager. If the Developer is unable or unwilling to cure the breach and abide by the Agreement, the City shall exercise its right to take appropriate legal action for the purpose of curing the breach and enforcing this agreement and Developer shall pay the City's attorney's fees

and costs. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. **Hold Harmless**. Developer agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise directly or indirectly from the actions of the Developer, its contractors, subcontractors, agents, employees, or other persons acting on its behalf relating to the construction and completion of the project. Developer agrees to and shall defend the City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Developer's actions in connection with the construction and completion of the project.

15. **Monitoring Official**. The City of Hallandale Beach City Manager or his designee is appointed as the City's monitoring official of this Agreement. The City's representatives shall monitor the activities specified in such a manner to ensure that all requirements of this Agreement are met.

16. **City Manager Authority:** In accordance with the City Code of Ordinances and the terms of this Agreement, the City Manager shall have the authority to revise and/or modify the terms and conditions of this Agreement, provided that any such determination by the City Manager to revise and/or modify this Agreement may be appealed to the City Commission by the Developer within thirty (30) days of the City Manager's decision.

17. **Force Majeure**. In the event that Developer or the City is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "**Permitted Delay**" or "**Permitted Delays**"), Developer or the City, as the case may be, shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon Developer seeking an extension of time by delivering written notice of such Permitted Delay to the City within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which Developer may delay any act or performance of work due to a Permitted Delay shall be one hundred eighty (180) days.

18. **Notices**. Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by telegram, telex or electronic transmitter, Federal Express, Express Mail or other similar overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by

telegram, telex or electronic transmitter; one (1) business day after sending, if sent by Federal Express, Express Mail or other similar overnight delivery service and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the City:	City of Hallandale Beach Attn: City Manager 400 South Federal Highway Hallandale Beach, FL 33009 (954)457-1300 – phone (954)457-1342 – fax
With counterpart to:	City of Hallandale Beach Attn: City Attorney 400 South Federal Highway Hallandale Beach, FL 33009 (954) 457-1325 – phone (954) 457-1660 – fax
With counterpart to:	City of Hallandale Beach Attn: Development Services 400 South Federal Highway Hallandale Beach, FL 33009 (954) 457-1375 – phone (954) 457-1488 – fax
Developer:	The Village at Gulfstream Park, LLC. 901 South Federal Highway Hallandale Beach, Florida 33009 Attn: William P. Voegele

With counterpart to: FC Gulfstream Park, Inc.
Terminal Tower
50 Public Square, Suite 1010
Cleveland, OH 44113

Attn. Brian J. Ratner

With counterpart to: Attn: Edwin J. Stacker, Esq.
Akerman Senterfitt
350 E Las Olas Blvd Ste 1600
Fort Lauderdale Florida 33301

19. **Severability**. Invalidation of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

20. **Effective Date**. This Agreement shall become effective upon execution by all parties. The conditions precedent to the Developer's ability to develop the property are, without limitation, the adoption by the City of the LAC and its effective date; the adoption of the PLAC ordinance implementing the LAC; the rezoning of the Property to the PLAC zoning designation, the approval of the Development of Regional Impact development order, and any approvals that may be required under this Agreement.

[SEE NEXT PAGE FOR EXECUTION]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the proper officers the day and year above written.

CITY:

ATTEST: _____
City Clerk

_____
D. Mike Good, City Manager

Approved as to Form and Sufficiency
City Attorney

DEVELOPER:

The Village at Gulfstream Park, LLC., by its Managing Member **FC Gulfstream Park Inc.**,

Witness: _____
Print Name: Michelle Hunter

Witness: _____
Print Name: Andre McKenney

By: _____
Print Name: Brian J. Ratner

Title: Vice President
Address: Suite 1000 B Terminal Tower 50 Public Sq.
Cleveland Oh 44113

STATE OF Florida)
COUNTY OF Broward) SS:

The foregoing Agreement was acknowledged before me this 17th day of Jan, 2007 by Brian Ratner, as Vice President of FC Gulfstream Park Inc., on behalf of the corporation. He/she is personally known to me or produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: 3/26/2010

Notary Public State of Florida
Michelle C Hunter
My Commission DD516545
Expires 03/26/2010

LAND DESCRIPTION

VILLAGE AT GULPSTREAM PARK

EXHIBIT "A"

A portion of Lots 1, 3 and 4, Block 7, Lots 1 through 4, Block 10, and Lots 1 through 3, Block 15 all in MAP OF THE TOWN OF HALLANDALE, according to the plat thereof as recorded in Plat Book B, Page 13 of the Public Records of Dade County, Florida, also being portions of HALLANDALE PARK NO. 12, PART 2, according to the plat thereof as recoded in Plat Book 10, Page 17, portions of HOLLYDALE PARK, according to the plat thereof as recorded in Plat Book 11, Page 2 and portions of HALLANDALE PARK NO. 12, according to the plat thereof as recorded in Plat Book 12, Page 35, the three (3) previous plats being recorded in the Public Records of Broward County Florida and being particularly described as follows:

COMMENCING at the Southeast corner of Section 27, Township 51 South, Range 42 East, Broward County, Florida;

THENCE South 88°01 '22" West on the South line of said Section 27, a distance of 2,093.59 feet to the POINT OF BEGINNING;

THENCE continue South 88°0122 West on said South line of Section 27, a distance of 570.55 feet to the intersection with the East right-of-way line of South Federal Highway (U.S. 1) as shown on State of Florida Department of Transportation Right-of-Way Maps for State Road 5, Section 86010-2519, said point located on the arc of a non-tangent curve concave to the West, whose radius point bears North 79°45'42" West;

THENCE on said East tight-of-way line of South Federal Highway (U.S. 1) the following sixteen courses and distances;

1. Northerly on the arc of said curve having a radius of 3,909.83 feet; through a central angle of 05°16'33", and an arc distance of 360.01 feet to a point of non-tangency;
2. South 85°02'14" East, a distance of 0.85 feet;
3. North 07°51'26" East, a distance of 99.85 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears North 86°49'11" West;

Prepared By

CALVIN, GLORDANO AND ASSOCIATES, INC.

1800 Eller Drive suite 600

Fort Lauderdale, Florida 33316

July 6, 2005

Revised August 3, 2005

Rev September 26, 2005

4. Northerly on the arc of said curve having a radius of 3,743.00 feet, through a central angle of 05°00'35", and an arc distance of 327.27 feet to a point of tangency;

5. North 01°49'46" West, a distance of 32.91 feet;

6. South 88°10'14" West, a distance of 4.50 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears South 88° 14'02" West;

7. Northerly on the arc of said curve having a radius of 3,909.83 feet, through a central angle of 00°03'48", an arc distance of 4.32 feet to a point of tangency;

8. North 01°49'46" West, a distance of 1,521.75 feet;

9. North 02°03'07" East, a distance of 67.65 feet;

10. North 01°49'46" West, a distance of 200.25 feet;

11. North 43°07'48" East, a distance of 38.89 feet;

12. North 01°52'33" West, a distance of 106.00 feet;

13. South 88°07'27" West, a distance of 10.97 feet;

14 North 66°56'55" West, a distance of 23.16 feet;

15. North 01°50'08" West, a distance of 555.82 feet;

16. North 33°52'37° East, a distance of 40.03 feet to the intersection with the South right-of- way line of Hibiscus Street as shown on THE PROMENADE AT HALLANDALE, according to the plat thereof as recorded in P1st Book 112, Page 4 of the Public Records of Broward County, Florida;

THENCE North 88°13'39" East on said South right-of-way line and its Easterly projection, a distance of 594.33 feet

THENCE South 01°46'21" East, a distance of 10.00 feet;

THENCE North 88°13'39" East, a distance of 110.41 feet;

THENCE South 01°06'17" East, a distance of 29.83 feet;

THENCE South 01°50'08" East, a distance of 414.60 feet;

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July 6, 2005

Revised August 3, 2005

Rev September 26, 2005

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THENCE North 88°09'52" East, a distance of 277.46 feet;

THENCE South 01°53'41" East, a distance of 1,205.42 feet to a point on the arc of a non-tangent curve concave to the Southeast, whose radius point bears South 08°25'32" East;

THENCE Southwesterly on the arc of said curve having a radius of 59.13 feet, through a central angle of 81°41'52", an arc distance of 84.31 feet to a point of tangency;

THENCE South 00°07'24" East, a distance of 34.90 feet;

THENCE South 88°09'52" West, a distance of 170.01 feet;

THENCE South 01°50'08" East, a distance of 226.96 feet to a point on the arc of a non-tangent curve concave to the East, whose radius point bears South 12°35'36 East;

THENCE Southerly on the arc of said curve having a radius of 116.08 feet, through a central angle of 158°29'04", and an arc distance of 321.09 feet to a point of non-tangency;

THENCE South 01°50'08" East, a distance of 315.49 feet;

THENCE South 88°09'52" West, a distance of 103.71 feet;

THENCE South 43°09'52" West, a distance of 276.44 feet;

THENCE South 01°50'08" East, a distance of 618.62 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hallandale Beach, Broward County, Florida and containing 2,646,985 square feet (60.7664 acres), more or less.

Prepared By
CALVIN, GLORDANO AND ASSOCIATES, INC.
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July 6, 2005
Revised August 3, 2005
Rev September 26, 2005

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NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of l3roward County.
3. Bearings shown hereon are relative to the South line of the SE ¼ of Section 27-51-42 having a bearing of South 88°01'22" West.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

Prepared By
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1800 Eller Drive suite 600
Fort Lauderdale, Florida 33316
July 6, 2005
Revised August 3, 2005
Rev September 26, 2005

Sheet 4 of 8 Sheets

EXHIBIT "B"

Conditions

1) The Developer shall pay to the City $220,000 to provide landscaping and uplighting upgrades at US 1 Medians prior to the commencement of the median improvements by Developer.

2a) The Developer shall be responsible for pro-rata costs for physical improvements/upsizing based on the requirements of each phase and payable prior to the first Certificate of Occupancy of each phase necessary to accommodate the flows created by the Proposed Development, including, but not limited to new piping from the pump station(s) serving the Proposed Development and improvements to the Egret and/or SE 5th Street Lift Stations which shall be increased in size in order to accommodate the flows, including consultant costs for review/change of design. Any and all improvements shall be pursuant to the City's specifications and to the satisfaction of the City Engineer. Notwithstanding, for Phase I the Developer's pro-rata contribution shall not exceed $200,000.

2b) The Developer shall pay pro-rata costs incurred by the City of Hallandale Beach to acquire additional sewer capacity in accordance with the Large User Agreement between the City of Hallandale Beach and the City of Hollywood. The pro-rata costs incurred shall be based on the requirements of each phase of the project and payable prior to the first Certificate of Occupancy of each phase. Developer shall pay their pro rata costs prior to issuance of the first Certificate of Occupancy for each phase of the project. Notwithstanding, for Phase I the Developer's contribution shall not exceed $25,000.00.

3a) The Developer shall pay connection fees for water pursuant to Ordinance No. 2005-11, based on actual usage in each phase of the Village of Gulfstream Park project. The fee is not creditable toward other water/sewer impact fees.

3b) The Developer shall pay $50,000.00 as its pro-rata costs for the extension of the 16 inch water line under US 1 in accordance with the City's specifications and to the satisfaction of the City Engineer, which shall be paid prior to the issuance of the first Certificate of Occupancy of Phase I.

3c) The Developer shall pay all Water Impact Fees in accordance with City Code.

4) The Developer shall cause to be designed and constructed an on-site sanitary sewer lift station as approved by the City Manager and to the satisfaction of the City Engineer in accordance with the City Code of Ordinances.

5) The Developer shall incorporate an approximate one (1) acre landscaped urban plaza into Phase I of the Project. Developer commits to including on site, in addition to the urban plaza, not less than two (2) acres of non contiguous publicly accessible open space to be incorporated concurrent with subsequent development. In addition, the Developer shall make a contribution in the amount of $200,000 for the improvement of various City parks and recreation facilities prior to issuance of the first Certificate of Occupancy for Phase I of the project. The foregoing shall be deemed to satisfy the City's park, recreational, and open space requirements.

6) The Developer shall make the following contributions prior to completion of Phase I of the project to the City organizations on programs as follows: (a) Future Foundation - $25,000.00, (b) Weed and Seed - $50,000.00, (c) Police Athletic League (PAL) - $25,000.00.

7) The Developer shall contribute prior to the issuance of the first Certificate of Occupancy for Phase I to the Historic Preservation Trust Fund in the amount of $100,000.

8) The Developer shall provide to the City a sewer and water model study to consider the overall effect of the project on the City's utilities, which study shall be complete during the design phase of the development and prior to the commencement of construction for Phase I.

9) The Developer shall pay to the City prior to the issuance of the first Certificate of Occupancy for Phase I the amount of $200,000.00 for improvements to 9th Street from US1 to Dixie Highway.

10) The Developer shall design, construct and place all onsite utilities underground in accordance with the City Code of Ordinances.

11) The Developer shall provide on-site Police and Emergency Medical Service (EMS) facilities in the form of a Police and EMS mini-station in a location and size to be mutually agreed upon. The Developer shall ensure the adequate provision for EMS and police services necessary to serve the Development, to the City's satisfaction. The Developer shall submit a site plan to the City Manager for review to identify unique space, equipment and/or facilities impacts that the project may generate.

12) The Developer shall ensure that stormwater runoff is retained within the project site in accordance with applicable regulations of the South Florida Water Management District, Broward County and the City of Hallandale Beach. Design, construct and maintain the stormwater management system for the project and any additions, expansions, or replacements to the stormwater management system to meet the following standards:

12a) Comply with the regulations and requirements of the South Florida Water Management District (SFWMD), Broward County Environmental Protection Department (EPD), and applicable local government comprehensive plan drainage level of service requirements for surface water management in effect at that time.

12b) Install pollutant retardant structures to treat all stormwater runoff at each of the new project outfall structures in accordance with the stormwater management system drainage permits and master drainage plan, and periodically remove accumulations as required by the stormwater permitting agencies.

12c) Use silt screens and aprons during any phase of project construction that may increase turbidity in adjacent surface waters.

12d) Mulch, spray, or grass exposed areas to prevent soil erosion, minimize air pollution and stormwater runoff.

13) The Developer shall provide and pay for the design and construction documents for a Pedestrian Bridge across Federal Highway to be built, owned, and operated by the City. The design of the bridge and the time table for the development of the drawings shall be mutually agreed upon. The costs of the design and construction document shall not exceed $300,000. Developer will provide all necessary assistance in obtaining all required permits from the Florida Department of Transportation (FDOT) and any other agency requiring permits. To the extent that the eastern landing of the bridge extends outside of the public right of way the Developer shall make available space reasonably adequate to accommodate the bridge landing.

14) Prior to the completion of Phase I, the Developer shall cause to be installed ten (10) bus shelters, which shall be provided by the City, at locations determined by the City, and where electricity is required, the City shall extend the electricity. Additional transportation improvements are as provided in Condition 18 of the Development Order.

15) The Developer shall cause to be constructed all on-site water system improvements necessary for the Project.

16) The Developer shall pay Utility Impact Fees in accordance with the fee schedule of City Code.

17) Developer shall coordinate the development of the site in order to facilitate an ultimate connection of the proposed extension of Hibiscus Street to the east to US 1.

18) Developer shall contribute $250,000 prior to the issuance of the first Certificate of Occupancy for Phase II for amenities and park improvements which the City may utilize for the proposed ten (10) acre park/tennis facility presently in negotiation between Magna Entertainment Corporation (MEC) and the City. If the proposed new tennis facility is not constructed, then the $250,000 may be used in the City's discretion, for other public park purposes.

19) Developer agrees prior to issuance of the first certificate of occupancy of Phase II to donate to the City $250,000 for quality of life issues that may arise due to development of the project which may include but is not limited to traffic, lighting, security, and other such items.

Phase 1

Enhancement of Local Employment Report

The Village at Gulfstream Park - PHASE 1

REPORT DATE:

Last Reporting Period

Employment Record

Construction Manager

Applicant	Ethnicity	Tenant	% of Filing	Success Rate	Participation in Programs
	Totals	$0	#DIV/0!	$0	$0

	AA Male	AA Female	Cau Male	Cau Female	Hisp Male	Hisp Female	Amer Ind Male	Amer Ind Female	Asian Male	Asian Female	Other Male	Other Female	Unidentified
Total Jobs Offered													
Percentage of Minority in City													
Percentage Applying													
Percentage Hired													

PROJECT SUMMARY

PHASE I

TOTAL-TO-DATE

PARTICIPATION-TO-DATE

SUBTOTALS: **$0** **$0** **$0** **$0**